

## **MEMORANDUM**

DATE: September 02, 2025

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Kevin Eggleston  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT #: 20220075

CONTRACT TITLE: Miscellaneous Mowing and Landscape Maintenance Services - Citywide (Neighborhood & City Signs)

VENDOR NAME: Batallan Enterprises, Inc. dba Property Works

VENDOR ADDRESS: 1201 Roebuck Court

CITY & STATE: West Palm Beach, FL 33401

### **APPROVED BY COUNCIL: 11/14/2022**

Agenda Item No.: 7.i - Award Contract #20220075 for Miscellaneous Mowing and Landscape Maintenance Services Throughout Port St. Lucie.

### **INITIAL CONTRACT:**

CONTRACT TERM: December 5, 2022 THROUGH December 4, 2025  
with (1) additional 2-year option to renew.

CONTRACT AMOUNT: \$94,248.00 annually

### **AMENDMENT #1:**

CONTRACT TERM RENEWAL: December 5, 2025 THROUGH  
December 4, 2027

CONTRACT AMOUNT: \$97,075.00 annually

Please see the attached for (1) original contract for your records.



## CONTRACT AMENDMENT

This Amendment #1 ("Amendment") to the Miscellaneous Mowing and Landscape Maintenance Services – Citywide (Neighborhood & City Signs) in Contract #20220075 ("the Contract"), by and between the City of Port St Lucie and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor's Full Legal Name:</b>	Batallan Enterprises, Inc. dba Property Works
<b>Solicitation No./Event ID:</b>	20220075
<b>Solicitation Title/Event Name:</b>	Miscellaneous Mowing and Landscape Maintenance Services – Citywide (Neighborhood & City Signs)
<b>Contract Award Date:</b>	November 14, 2022
<b>Initial Contract Term:</b>	12/05/2022 – 12/04/2025
<b>Current Contract Expiration Date:</b>	December 4, 2025
<b>Requested Contract Expiration Date:</b>	December 4, 2027
<b>Initial Contract Amount:</b>	\$94,248.00 annually
<b>Current Contract Amended Amount:</b>	\$94,248.00 annually
<b>Requested Financial Change Amount:</b>	\$2,827.00 annually
<b>New Contract Amount:</b>	\$97,075.00 annually
<b>Amendment No.:</b>	1

Amendment Type:	Renewal
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**WHEREAS**, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in Contract are hereby incorporated and made a part of that Contract.

**1. RENEWAL.** The parties hereby agree that the Contract will be renewed for an additional period, pursuant to Section V of the Contract, as follows:

a. Renew Contract term for an additional twenty-four (24) months, as follows:

- Beginning Date of Amendment Term: **December 5, 2025**
- End Date of Amendment Term: **December 4, 2027**

b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree to extend the Contract for an additional period of time. Such agreement must be written and signed by both parties.

**2. RENEWAL PRICE.** The pricing that will apply during the renewal term under this Amendment (December 5, 2025 – December 4, 2027) shall be:

Line #	Description	Cost per sign	Times per year	Est. Qty of signs/areas	Total annual
1	Neighborhood/City Signs	36.05	24	86	\$74,407
2	Traffic Calming Areas	36.05	24	20	\$17,304
3	Pressure Cleaning	\$31.93	2	84	\$5,364
4	<b>Total Annual Amount</b>				<b>\$97,075</b>
	Additional Options				
5	Red Mulch all locations (Certified & Installed) per bag	Unit price \$6.65			

**3. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

**4. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

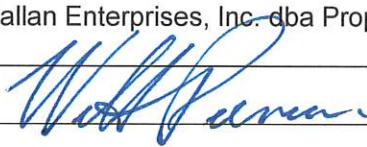
**5. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding,

and enforceable obligations of the parties. This Amendment and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

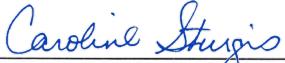
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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Batallan Enterprises, Inc. dba Property Works
Authorized Signature:	
Printed Name and Title of Person Signing:	William Penenori V.P.
Date:	9.2.2025
Company Address:	1201 Roebuck CT WPB, FL 33401

**CITY OF PORT ST. LUCIE**

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	September 3, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984