MEMORANDUM

DATE:

January 13, 2023

TO:

ORIGINAL

City Clerk's Office

FROM:

Michelle Fentress, Procurement Agent I

Procurement Management Department

SUBJECT:

Record Retention

CONTRACT:

#20200112-A2

CONTRACT TITLE:

Mowing & Landscape Maintenance Service Throughout

Port St. Lucie

VENDOR NAME:

Juniper Landscaping of Florida LLC

VENDOR ADDRESS:

795 12th Avenue SW

CITY & STATE:

Vero Beach, FL 32962

COUNCIL APPROVED DATE: December 6, 2021

7e -Award Contract #20200112 Mowing and Landscape Maintenance Services for Various Locations Throughout Port St. Lucie with Juniper Landscape of Florida LLC and Brightview Landscape Services, Inc.

CONTRACT TERM: February 1, 2022 through 01/31/2023 (1-year), with the option to renew for (2) additional 2-year periods.

AMENDMENT #1: This amendment is to add Cul-de-sacs, Guardrails, and Easement Mowing to the contract. This will add \$54,180.00.

COUNCIL APPROVAL: N/A

AMENDMENT #2: This amendment is to renew the contract for a 2-year term **ending January 31, 2025**.

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



CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

| Contractor's Full Legal Name: | Juniper Landscaping of Florida LLC | | |
|---------------------------------------|--|--|--|
| Solicitation No./Event ID: | 20200112 | | |
| Solicitation Title/Event Name: | Nowing & Landscape Maintenance Service Throughout Port St. Lucie | | |
| Contract Award Date: | 12/06/2021 | | |
| Initial Current Contract Term: | 02/01/2022 through 01/31/2023 | | |
| Current Contract Expiration Date: | 1/31/2023 | | |
| Requested Contract Expiration Date: | 01/31/2025 | | |
| Initial Contract Amount: | 81,332,795.12 | | |
| Current Contract Amended Amount: | \$1,386,975.12 | | |
| Requested Financial Change Amount: | 10.000 | | |
| New Contract Amount: | N/A | | |
| Amendment No.: | 2 | | |
| Amendment Type: | Renewal | | |

WHEREAS, the Contract is in effect through the Current Contract Term 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:

1. **CONTRACT RENEWAL**. The parties hereby agree that the contract will be renewed for an additional period of time as follows:

Beginning Date of Amendment #2 Term: February 1, 2023

End Date of Amendment #2 Term: January 31, 2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" unless the parties agree to extend the contract for an additional period of time.

2. **COMPENSATION**. Per Section V – Renewal Option – PSL shall have two (2), two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of PSL.

| Description | Times per year | Number of Locations | Cost per Service | Total Annua Amount |
|-------------|----------------|------------------------|---------------------|--------------------|
| Cul-de-Sacs | 24 | 60 | \$20.00 | \$28,800.00 |
| Easements | 36 | 25 | \$25.00 | \$22,500.00 |
| Guardrails | 24 | 6 | \$20.00 | \$2,880.00 |
| | | Total Annual Amount | | \$54,180.00 |

Service Area #1 - Crosstown

| | Service Area #1 - Crosstown | Estimated | 1 | T | |
|-----------|---|-----------------------------------|--------------------|------------|----------|
| Line # | Description | Estimated Services Per Year | Unit of Measure | Unit Price | |
| 1 | Mowing - Bahia Grass | 36 | Acre | \$ | 37.15 |
| 2 | Mowing - St Augustine Grass | 40 | Acre | \$ | 46.67 |
| 3 | Edging | 16 | Linear Foot | \$ | 0.01 |
| 4 | Supplemental Litter Removal and Weeding | 12 | Service | \$: | 5,600.00 |
| 5 | Pruning – Plants 12' Height and Less | 12 | Service | \$ 1 | 5,000.00 |

Service Area #2- Eastern

| | Selvice Wiea 47. Fastelli | | | |
|-----------|---|-----------------------------------|--------------------|--------------|
| Line # | Description | Estimated Services Per Year | Unit of Measure | Unit Price |
| 1 | Mowing - Bahia Grass | 36 | Acre | \$ 37.00 |
| 2 | Mowing - St Augustine Grass | 40 | Acre | \$ 105.00 |
| 3 | Edging | 16 | Linear Foot | \$ 0.01 |
| 4 | Supplemental Litter Removal and Weeding | 12 | Service | \$ 5,600.00 |
| 5 | Pruning Plants 12' Height and Less | 12 | Service | \$ 19,600.00 |

Service Area #4- City Center

| | Service Area #4- Oily Seriter | | | | |
|-----------|--|-----------------------------------|--------------------|-------------|--|
| Line # | Description | Estimated Services Per Year | Unit of Measure | Unit Price | |
| 1 | Mowing: B Davis Venture Lot #1, Private Lots: 2, 3, 5, 6, 8, 9, 10, 11, 20, 21, 25, 26, 27, 28, 29, 30, 33, 35, 36 | 40 | Acres | \$ 29.47 | |
| 2 | Mowing: PSL Lots: 7, 12, 13, 14, 16, 17, 18, 22, & 31, PW Stormwater/Drainage Areas (WMT1&2, Drainage Right-of-Way), PW Road Rights-of-Way, PSL Utilities Lot #34, PSL Police Department Lot #23, PW Lot #24 | 40 | Acres | \$ 30.63 | |
| 3 | Edging | 16 | Linear Foot | \$ 0.01 | |
| 4 | Supplemental Litter Removal and Weeding | 12 | Service | \$ 280.00 | |
| 5 | Pruning – Plants 12' Height and Less | 12 | Service | \$ 2,065.00 | |

Service Area #5- MidFlorida Event Center

| Line # | Description | Estimated Services Per Year | Unit of Measure | Unit Price |
|-----------|---|-----------------------------------|--------------------|------------|
| 1 | Mowing: MidFlorida Event Center- Lots #15,19,34, 37 | 52 | Parcel | \$ 140.00 |
| 2 | Edging | 16 | Linear Feet | \$ 0.01 |
| 3 | Supplemental Litter Removal and Weeding | 12 | Service | \$ 280.00 |
| 4 | Pruning – Plants 12' Height and Less | 12 | Service | \$ 70.00 |

- 3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 4. ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to 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.

Contract #20200112

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) | JUNIPERLANDSCAPING OF FLORIDA LLC |
|---|---|
| Authorized Signature: | 26/10.M2 |
| Printed Name and Title of Person Signing: | KYLE G. Mc NAMANA BRANCH MANAGER |
| Date: | 1/12/2023 |
| Company Address: | 795 12th AVENUE SW VERD BEACH, FL 32962 |

THE CITY OF PORT ST. LUCIE

| Authorized Signature: | Caroline Spines | |
|--|---|--|
| Printed Name and Title of Person Signing: | Caroline Sturgis, Director, Office of Management & | |
| Date: | Jan. 13, 2023 | |
| City Address: | 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984 | |