



CONTRACT AMENDMENT

This Amendment #2 ("Amendment") to Contract #20220075 – Miscellaneous Mowing and Landscape Maintenance Services - Citywide (Neighborhood & City Signs) ("the Contract"), by and between the City of Port St Lucie ("City") and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

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| Contractor's Full Legal Name: | Batallan Enterprises, Inc. dba Property Works |
| Solicitation No./Event ID: | 20220075 |
| Solicitation Title/Event Name: | Miscellaneous Mowing and Landscape Maintenance Services - Citywide (Neighborhood & City Signs) |
| Contract Award Date: | November 14, 2022 |
| Initial Current Contract Term: | 12/05/2022 - 12/04/2025 |
| Current Contract Expiration Date: | December 4, 2027 |
| Requested Contract Expiration Date: | N/A |
| Initial Contract Amount: | \$94,248.00 annually |
| Current Contract Amended Amount: | \$97,075.00 annually |
| Requested Financial Change Amount: | \$28,552.04 annually |
| New Contract Amount: | \$125,627.04 annually |
| Amendment No.: | 2 |
| Amendment Type: | Increase of Commodities |

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. INCREASE OF COMMODITIES.** This Amendment modifies Contract No. 20220075 to add Line-Item No. 4, as reflected in the table below. The addition of this line item expands the scope of work and increases the commodities available for purchase under this Contract. This adjustment increases the overall annual purchasing capacity authorized by the Contract.

| Contract #20220075 -- Misc. Mowing/Landscape Maintenance Services | | | | | | |
|---|--------------------------------|-----|---------------------|--------------------|-------------------|-------------------------------------|
| Line # | Item Description | QTY | Services Per Year | Cost per Sign/Area | Cost per Service | Batallan Enterprises Total Price |
| 1 | City/Neighborhood Signs | 86 | 24 | \$36.05 | \$3,100.30 | \$74,407.20 |
| 2 | Traffic Calming Areas | 20 | 24 | \$36.05 | \$721.00 | \$17,304.00 |
| | Total Lines 1, 2 | | | | \$3,821.30 | \$91,711.20 |
| 3 | Pressure Cleaning (by Request) | 84 | 2 | \$31.93 | \$2,685.12 | \$5,364.24 |
| | Total Lines 1-3 | | | | \$3,710.00 | \$97,075.44 |
| 4 | Irrigation Pump Stations | 33 | 24 | \$36.05 | \$1,189.65 | \$28,551.60 |
| | Total Lines 1-4 | | | | | \$125,627.04 |
| 5 | Mulch Installation (per bag) | 1 | 1 | \$6.65 | TBD | TBD |
| | Individual Rates | | Cost per Labor Hour | | | |
| 6 | Supervisor | | | | | \$65.00 |
| 7 | Laborer | | | | | \$54.00 |

*Amendment #1 rounded to whole numbers for some costs. The costs in the table above are the correct totals, and the parties agree that the total annual Contract amount after this Amendment is \$125,627.04.

- 2. 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.

3. E-VERIFY. In accordance with section 448.095, the Contractor agrees to comply with the following:

- a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XX of the Contract.

4. DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as

defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- 5. COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.
- 6. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 7. 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

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| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | William Perenori |
| Authorized Signature: | <i>William Perenori</i> |
| Printed Name and Title of Person Signing: | Vice President |
| Date: | 12/22/25 |
| Company Address: | 1201 Rodwick Ct WPB, FL 33411 |

CITY OF PORT ST. LUCIE

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