



CONTRACT AMENDMENT

This Amendment #1 (“Amendment #1”) for the Chemicals, Fertilizer, & IPM Services on Roadways & Medians in Contract #20210038R2 (“the Contract”), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

Contractor’s Full Legal Name:	Brightview Landscape Services, Inc.
Solicitation No./Event ID:	20210038R2
Solicitation Title/Event Name:	Chemicals, Fertilizer, & IPM Services on Roadways & Medians
Contract Award Date:	January 23, 2023
Initial Contract Term:	03/01/2023 through 03/01/2026
Current Contract Expiration Date:	03/01/2026
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$187,168.18
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$11,200.00
New Contract Amount:	\$198,368.18
Amendment No.:	1
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. **TERMS REVISION.** Add Pioneer Park location to the rotation of IPM Services (yellow highlighted area below).
2. **COMPENSATION.**

Schedule A		
LINE #	SECTION 1 PARKS & REC	ANNUAL AMOUNT
	City Hall Complex	
1	Lawn Care (St Augustine)	\$13,464.00
2	Lawn Care (Bahia)	\$378.00
3	Palm, Tree and Shrubs (PTS)	\$442.80
4	**IPM Services	\$6,921.12
	St Augustine 4 Granular/4 Foliar Sub Total:	\$21,205.92
	Community Center	
5	Lawn Care (St Augustine)	\$2,217.60
6	Palm, Tree and Shrubs (PTS)	\$368.80
7	**IPM Services	\$1,290.72
	St Augustine 4 Granular/4 Foliar Sub Total:	\$3,877.12
	Mary Ann Cerruto Park	
8	Lawn Care (St Augustine)	\$1,231.20
9	Lawn Care (Bahia)	\$1,350.00
10	Palm, Tree and Shrubs (PTS)	\$496.80
11	**IPM Services	\$215.28
	St. Augustine 2 Granular 4 Foliar Sub Total:	\$3,293.28
	Botanical Gardens & Main Entrance	
12	Lawn Care (St Augustine)	\$4,788.00
13	Lawn Care (Bahia)	\$3,308.40
14	Palm, Tree and Shrubs (PTS)	\$494.10
15	**IPM Services	\$8,150.40
	St Augustine 4 Granular/4 Foliar Sub Total:	\$16,740.90
	Pioneer Park	
16	Lawn Care (St Augustine)	\$3,200.00
17	Lawn Care (Bahia)	\$1,100.00
18	Palm, Tree and Shrubs (PTS)	\$600.00
19	**IPM Services	\$6,300.00
	St. Augustine 2 Granular 4 Foliar Sub Total:	\$11,200.00
	SECTION 2 PUBLIC WORKS	
20	St Augustine Sites	\$58,498.20
21	Plant Beds with shrubs	\$54,000.00
22	Palms and Trees	\$635.40
23	**IPM Services	\$25,890.72

St. Augustine 2 Granular 4 Foliar Sub Total:		\$139,024.32
SECTION 3 MID FLORIDA EVENT CENTER		
24	PSL Lots 7,12,13,14,16,17,18,22,31,34	\$1,965.74
25	Event Center Building Property (Lot #37)	\$224.00
26	Stage/ Fountain area (Lot #15)	\$60.00
27	Garage Perimeter (Lot #19)	\$87.40
28	Palm, Tree and Shrubs (PTS)	\$41.20
29	**IPM Services	\$215.28
St Augustine 4 Granular/4 Foliar Sub Total:		\$2,593.62
Additional Work		
30	Lawn Care (St. Augustine)	\$14.16
31	Lawn Care (Bahia)	\$27.42
32	Palm, Tree & Shrubs (PTS)	\$378.48
33	**IMP Services	\$12.96
34	Fire Ant Services	
Additional Work Sub Total:		\$433.02
TOTAL:		\$198,368.18

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 XXII 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 #1 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 #1, 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 to the parties. This Amendment #1 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 #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	BrightView Landscape Services, Inc
Authorized Signature:	<i>Darren McDonough</i>
Printed Name and Title of Person Signing:	Darren McDonough Senior Vice President
Date:	9/30/24
Company Address:	

THE CITY OF PORT ST. LUCIE

Authorized Signature:	<i>Caroline Sturgis</i>
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	October 7, 2024
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984