



## CONTRACT AMENDMENT

This Amendment #2 (“Amendment”) to Contract #20210038R2 – Chemicals, Fertilizer, & IPM Services on Roadways & Medians (“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.

|  |   |
|--|---|
| <b>Contractor’s Full Legal Name:</b>       | Brightview Landscape Services, Inc.                         |
| <b>Solicitation No./Event ID:</b>          | 20210038R2  |
| <b>Solicitation Title/Event Name:</b>      | Chemicals, Fertilizer, & IPM Services on Roadways & Medians |
| <b>Contract Award Date:</b>                | January 23, 2023  |
| <b>Initial Contract Term:</b>              | March 1, 2023 through March 1, 2026                         |
| <b>Current Contract Expiration Date:</b>   | March 1, 2026   |
| <b>Requested Contract Expiration Date:</b> | March 1, 2028   |
| <b>Initial Contract Amount:</b>            | \$187,168.18  |
| <b>Current Contract Amended Amount:</b>    | \$198,368.18  |
| <b>Requested Financial Change Amount:</b>  | \$92,197.02   |
| <b>New Contract Amount:</b>                | \$290,565.20  |
| <b>Amendment No.:</b>                      | 2   |
| <b>Amendment Type:</b>                     | <b>Increase of Commodities</b>                              |

**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, as follows:

a. Renew Contract term for an additional two (2) calendar years, as follows:

- Beginning Date of Amendment Term: March 2, 2026
- End Date of Amendment Term: March 1, 2028

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 in a duly executed writing to extend the Contract for an additional period.

**2. TERMS REVISION.** The "SECTION 2 PUBLIC WORKS DEPARTMENT" section of the Contract in SECTION III – DESCRIPTION OF SERVICES TO BE PROVIDED, is hereby revised to include the following additional service locations:

- Becker Road West, from Village Parkway to Rangeline Road
- Crosstown Parkway, from Village Parkway to Rangeline Road
- Floresta Drive, from Southbend Boulevard to Crosstown Parkway
- Sansone Sr Boulevard, from Hegener Drive to Marshall Parkway
- Tradition Parkway, from Stoney Creek Boulevard to the end of roadway
- U.S. 1, from Huffman Boulevard to Westmoreland Boulevard

**3. COMPENSATION.** Below is the New Contract Amount breakdown.

| <b>Schedule A</b> |   |               |
|-------------------|---|---------------|
| 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         |
|    | <b>SECTION 2 PUBLIC WORKS</b>                |           |                   |
| 20 | St Augustine Sites                           | \$        | 126,964.02        |
| 21 | Plant Beds with shrubs                       | \$        | 66,616.00         |
| 22 | Palms and Trees                              | \$        | 3,158.60          |
| 23 | **IPM Services                               | \$        | 28,482.72         |
|    | St. Augustine 2 Granular 4 Foliar Sub Total: | \$        | 225,221.34        |
|    | <b>SECTION 3 MID FLORIDA EVENT CENTER</b>    |           |                   |
| 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          |
|    | <b>Additional Work</b>                       |           |                   |
| 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                            | \$        | 6,000.00          |
|    | Additional Work Sub Total:                   | \$        | 6,433.02          |
|    | <b>TOTAL:</b>                                | <b>\$</b> | <b>290,565.20</b> |

4. **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.
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
6. **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**

|   |  |
|---|--|
| <b>Contractor's Full Legal Name:<br/>(PLEASE TYPE OR PRINT)</b> |  |
| <b>Authorized Signature:</b>                                    |  |
| <b>Printed Name and Title of Person Signing:</b>                | Charles Gonzalez, VPGM   |
| <b>Date:</b>  | 12-15-25   |
| <b>Company Address:</b>   |  |

**CITY OF PORT ST. LUCIE**

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