



CONTRACT AMENDMENT

This Amendment #1 (“Amendment #1”) to Contract #20230034 – Acrylic Coating for Sports Surfaces (“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:	Papico Construction, Inc.
Solicitation No./Event ID:	20230034
Solicitation Title/Event Name:	Acrylic Coating for Sports Surfaces
Contract Award Date:	February 27, 2023
Initial Contract Term:	October 18, 2022 through October 17, 2025
Current Contract Expiration Date:	October 17, 2025
Requested Contract Expiration Date:	October 17, 2027
Initial Contract Amount:	As needed
Current Contract Amended Amount:	As needed
Requested Financial Change Amount:	As needed
New Contract Amount Total:	As needed
Amendment No.:	1
Amendment Type:	Renewal

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:

1. **CONTRACT RENEWAL:** In accordance with the Lead Agency's renewal of the piggybacked contract, the parties agree the Contract will be renewed for an additional period, as follows:

Beginning Date of Amendment # 1 October 18, 2025

End Date of Amendment # 1 October 17, 2027

The parties agree the Contract will expire on midnight on the date defined as "End Date of Amendment #1," unless the parties agree in a duly authorized writing to extend it further.

2. **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 2.G. of the Contract.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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 of 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.

Balance of page left intentionally blank

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)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

CITY OF PORT ST. LUCIE

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

INVITATION TO BID NO.: 25C-5L- TERM CONTRACT FOR ACRYLIC COATING FOR SPORTS
SURFACES

DATE: July 10, 2025

PRESENTED TO BOARD: September 17, 2025

CONTRACT PERIOD: October 18, 2025 through October 17, 2027

DEPARTMENT: various FUND: various FUNCTION: various ACCOUNT: various

FUNDING SOURCE: General Fund & Capital Maintenance Transfer & Capital Projects Including Sales
Tax Referendum Proceeds.

REQUESTING DEPARTMENT: Maintenance & Plant Operations

FINANCIAL IMPACT

The annual financial impact to the District budget is not to exceed \$1,200,000. The source of funds is the General Fund & Capital Maintenance Transfer & Capital Projects Including Sales Tax Referendum Proceeds.

CONTRACT RENEWAL

Term Contract No.23C-5L was awarded to Armor Courts, Inc. and Papico Construction, Inc. for three years from October 18, 2022 through October 17, 2025 with the option to renew for one additional two-year period.

The first and final option to renew is now exercised for the period October 18, 2025 through October 17, 2027

Armor Courts, Inc. and Papico Construction have agreed to honor terms, conditions and pricing of existing contract for the forthcoming contract period.

Services to be provided include furnish and installation of acrylic coatings for outdoor sports surfaces.

RECOMMENDATION: Based on satisfactory performance during the past contract period, it is recommended that the Term Contract for Acrylic Coatings for Sports Surfaces be renewed with Armor Courts, Inc. and Papico Construction, Inc. for the period October 18, 2025 through October 17, 2027.

Note: Original Bid document is available upon request.

DG: DG

GM: gm

BM: BM

Darci Garbacz
Darci Garbacz (Jul 10, 2025 10:08 EDT)

Genell Mcmann
Genell Mcmann (Jul 10, 2025 09:57 EDT)