

MEMORANDUM

DATE: 04/02/2025

TO: ****ORIGINAL****
CITY CLERK

FROM: Nadia Tourjee
Procurement Management Division

SUBJECT: Record Retention

CONTRACT: #20230025 – Amendment #1
CONTRACT TITLE: Grounds Maintenance Services of City Hall Complex,
Community Center, Mary Ann Cernuto Park, Various
Locations, and Additional Services
VENDOR NAME: Brightview Landscape Services, Inc.
VENDOR ADDRESS: 3340 SE Dixie Hwy
CITY & STATE: Stuart, FL 34997

APPROVED BY COUNCIL: JUNE 12, 2023

7.f) AWARD CONTRACT #20230025 FOR GROUNDS MAINTENANCE SERVICES OF CITY HALL COMPLEX, COMMUNITY CENTER, MARY ANN CERNUTO PARK, VARIOUS LOCATIONS, AND ADDITIONAL SERVICES TO BRIGHTVIEW LANDSCAPE SERVICES, INC.

CONTRACT TERM: 07/01/2023 THROUGH 07/01/2025 (731) calendar days with three (3) additional one-year options to renew.

AMENDMENT #1: Renewal #1 07/01/2025 THROUGH 06/30/2026 with two (2) additional one-year options to renew remaining.

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



**CONTRACT
AMENDMENT**

This Amendment #1 (“Amendment #1”) to the Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services under Contract #20230025 (“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:	20230025
Solicitation Title/Event Name:	Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services
Contract Award Date:	06/12/2023
Initial Contract Term:	07/01/2023 through 06/30/2025
Current Contract Expiration Date:	06/30/2025
Requested Contract Expiration Date:	06/30/2026
Initial Contract Annual Amount:	\$162,488.00
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$0.00
New Contract Annual Amount:	N/A
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.** The parties hereby agree that the Contract will be renewed for an additional period, as follows:

Beginning Date of Amendment #1 Term: July 1, 2025

End Date of Amendment #1 Term: June 30, 2026

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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. Such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XXI 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 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.

Signature page to follow

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 Landscapes, Inc Darren McDonough
Authorized Signature:	<i>Darren McDonough</i>
Printed Name and Title of Person Signing:	Darren McDonough Senior Vice President
Date:	3/31/25
Company Address:	980 Jolly Road #300 Blue Bell PA 19422

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:	April 2, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: 10/17/2025

TO: ****ORIGINAL****
CITY CLERK

FROM: Autumn Bryan
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20230025 – Amendment #1
CONTRACT TITLE: Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services
VENDOR NAME: Brightview Landscape Services, Inc.
VENDOR ADDRESS: 3340 SE Dixie Hwy
CITY & STATE: Stuart, FL 34997

APPROVED BY COUNCIL: JUNE 12, 2023

7.f) AWARD CONTRACT #20230025 FOR GROUNDS MAINTENANCE SERVICES OF CITY HALL COMPLEX, COMMUNITY CENTER, MARY ANN CERNUTO PARK, VARIOUS LOCATIONS, AND ADDITIONAL SERVICES TO BRIGHTVIEW LANDSCAPE SERVICES, INC.

CONTRACT TERM: 07/01/2023 THROUGH 07/01/2025 (731) calendar days with three (3) additional one-year options to renew.

AMENDMENT #2:

CONTRACT TERM:

- a. Revise Contract locations to include:
 - 300 NW Peacock Blvd., Port St. Lucie, FL 34986-2207
- b. Revise Contract terms to include weekly mowing maintenance of \$508.50, totaling \$26,442.00 annually.

AMENDMENT #1: Renewal #1 07/01/2025 THROUGH 06/30/2026 with two (2) additional one-year options to renew remaining.

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



**CONTRACT
AMENDMENT**

This Amendment #2 (“Amendment”) to the Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services in Contract #20230025 (“the Contract”), by and between the City of Port St Lucie and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

Contractor’s Full Legal Name:	Brightview Landscape Services, Inc.
Solicitation No./Event ID:	20230025
Solicitation Title/Event Name:	Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services
Contract Award Date:	06/12/2023
Initial Current Contract Term:	07/01/2023 through 06/30/2025
Current Contract Expiration Date:	06/30/2026
Requested Contract Expiration Date:	06/30/2026
Initial Contract Amount:	\$162,488.00 annually
Current Contract Amended Amount:	\$162,488.00 annually
Requested Financial Change Amount:	\$26,442.00 annually
New Contract Amount:	\$188,930.00 annually
Amendment No.:	2

Amendment Type:	Terms Revision
------------------------	-----------------------

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.** The parties hereby agree that the Contract terms will be revised, as follows:

a. Revise Contract locations to include:

- 300 NW Peacock Blvd., Port St. Lucie, FL 34986-2207

b. Revise Contract terms to include weekly mowing maintenance of \$508.50, totaling \$26,442.00 annually.

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. **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, 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.

Balance of page left intentionally blank

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)	<i>Boylan Landry</i> Chels L Boylan
Authorized Signature:	<i>Chels L Boylan</i>
Printed Name and Title of Person Signing:	Chels L Boylan
Date:	10-15-25
Company Address:	

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 21, 2025
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: 03/05/2026

TO: ****ORIGINAL****
CITY CLERK

FROM: Morgan Brigham
Procurement Management Department

SUBJECT: Record Retention

CONTRACT #: 20250025
CONTRACT TITLE: Grounds Maintenance Services of City Hall Complex,
Community Center, Mary Ann Cernuto Park, Various Location, and
Additional Services

VENDOR NAME: Brightview Landscape Services, Inc.
VENDOR ADDRESS: 3340 SE Dixie Hwy.
CITY & STATE: Stuart, FL 34997

APPROVED BY COUNCIL: 06/12/2023

7.f) Award Contract #20230025 for Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services to Brightview Landscape Services, Inc.

INITIAL CONTRACT:

CONTRACT TERM: 07/01/2023 THROUGH 07/01/2025 (731) calendar days with (3) additional one-year options to renew.

AMENDMENT #3:

TERM REVISIONS:

- a. **Revise the Contract to add two (2) additional locations:**
 - **Training Facility located at 184 SW Thanksgiving Avenue, Port St. Lucie, FL 34984**
 - **Kali/Thanksgiving located at 2181 SW Kali Street, Port St. Lucie, FL 34984 / 142 Thanksgiving Avenue, Port St. Lucie, FL 34984**
- b. **Revise the Contract to include maintenance services at the Training Facility for \$130.00 per mowing (\$6,760.00 annually) and Kali/Thanksgiving for \$45.00 per mowing (\$1,980.00 annually).**

AMENDMENT #2:

CONTRACT TERM:

- a. Revise Contract locations to include:
 - 300 NW Peacock Blvd., Port St. Lucie, FL 34986-2207
- b. Revise Contract Terms to include weekly mowing maintenance of \$508.50, totaling \$26,442.00 annually.

AMENDMENT #1:

CONTRACT TERM: Renewal #1 07/01/2025 through 06/30/2026 with two (2) additional one-year options to renew remaining.

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



**CONTRACT
AMENDMENT**

This Amendment #3 (“Amendment”) to Contract #20230025 – Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services (“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.

Contractor’s Full Legal Name:	Brightview Landscape Services, Inc.
Solicitation No./Event ID:	20230025
Solicitation Title/Event Name:	Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services
Contract Award Date:	06/12/2023
Initial Contract Term:	07/01/2023 through 06/30/2025
Current Contract Expiration Date:	06/30/2026
Requested Contract Expiration Date:	06/30/2026
Initial Contract Amount:	\$162,488.00 annually
Current Contract Amended Amount:	\$188,930.00 annually
Requested Financial Change Amount:	\$8,740.00 annually
New Contract Amount:	\$197,670.00 annually
Amendment No.:	3

Amendment Type:	Terms Revision
------------------------	-----------------------

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.** The parties hereby agree that the Contract terms will be revised, as follows:
 - a. Revise Section III of the Contract to add the following locations for maintenance: Training Facility (184 SW Thanksgiving Avenue, Port St. Lucie, FL 34984) and Kali/Thanksgiving (2181 SW Kali Street, Port St. Lucie FL 34984 / 142 Thanksgiving Avenue, Port St. Lucie, FL 34984).
 - b. Revise Section VI of the Contract to include maintenance services at the Training Facility for a rate of \$130.00 per mowing cycle for an annual frequency of 52 (total of \$6,760.00 annually) and Kali/Thanksgiving for a rate of \$45.00 per mowing cycle for an annual frequency of 44 (total of \$1,980.00 annually).
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. **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, 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.

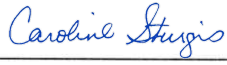
Balance of page left intentionally blank

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)	Brightview Landscape Services, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Cheryl L Gardner VP & M
Date:	3/2/26
Company Address:	3340 SE Dixie Hwy., Stuart, FL 34997

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	March 5, 2026
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: 04/30/2026

TO: ****ORIGINAL****
CITY CLERK

FROM: Morgan Brigham
Procurement Management Department

SUBJECT: Record Retention

CONTRACT #: 20230025
CONTRACT TITLE: Grounds Maintenance Services of City Hall Complex,
Community Center, Mary Ann Cernuto Park, Various Locations, and
Additional Services

VENDOR NAME: Brightview Landscape Services, Inc.
VENDOR ADDRESS: 3340 SE Dixie Hwy.
CITY & STATE: Stuart, FL 34997

APPROVED BY COUNCIL: 06/12/2023

7.f) Award Contract #20230025 for Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services to Brightview Landscape Services, Inc.

INITIAL CONTRACT:

CONTRACT TERM: 07/01/2023 through 07/01/2025 (731) calendar days with (3) additional one-year options to renew.

AMENDMENT #1:

CONTRACT TERM: Renewal #1 07/01/2025 through 06/30/2026 with two (2) additional one-year options to renew remaining.

AMENDMENT #2:

CONTRACT TERM:

- a. Revise Contract locations to include:
 - 300 NW Peacock Blvd., Port St. Lucie, FL 34986-2207
- b. Revise Contract Terms to include weekly mowing maintenance of \$508.50, totaling \$26,442.00 annually.

AMENDMENT #3:

TERMS REVISIONS:

- a. Revise the Contract to add two (2) additional locations:
 - Training Facility located at 184 SW Thanksgiving Avenue, Port St. Lucie, FL 34984
 - Kali/Thanksgiving located at 2181 SW Kali Street, Port St. Lucie, FL 34984 / 142 Thanksgiving Avenue, Port St. Lucie, FL 34984
- b. Revise the Contract to include maintenance services at the Training Facility for \$130.00 per mowing (\$6,760.00 annually) and Kali/Thanksgiving for \$45.00 per mowing (\$1,980.00 annually).

AMENDMENT #4:

CONTRACT TERM: Process Renewal #2 to extend the Contract Term for one (1) year, making the new expiration date 06/30/2027. There will be one (1) additional one-year renewal option remaining.

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



CONTRACT AMENDMENT

This Amendment #4 (“Amendment”) to Contract #20230025 – Ground Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations, and Additional Services (“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.

Contractor’s Full Legal Name:	Brightview Landscape Services, Inc.
Solicitation No./Event ID:	20230025
Solicitation Title/Event Name:	Grounds Maintenance Services of City Hall Complex, Community Center, Mary Ann Cernuto Park, Various Locations and Additional Services
Contract Award Date:	06/12/2023
Initial Contract Term:	07/01/2023 through 06/30/2025
Current Contract Expiration Date:	06/30/2026
Requested Contract Expiration Date:	06/30/2027
Initial Contract Amount:	\$162,488.00 annually
Current Contract Amended Amount:	\$197,670.00 annually
Requested Financial Change Amount:	N/A
New Contract Amount:	\$197,670.00 annually (No Change)
Amendment No.:	4
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:

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 twelve (12) months, as follows:

- Beginning Date of Amendment Term: **July 1, 2026**
- End Date of Amendment Term: **June 30, 2027**

b. The parties agree the Contract time 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 time for an additional period.

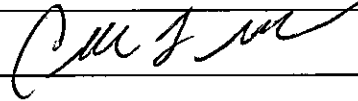
2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. 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.


Balance of page left intentionally blank

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)	Brightview Landscape Services, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Charles L Gonzalez RVP
Date:	4/29/26
Company Address:	3340 SE Dixie Hwy., Stuart, FL 34997

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	April 30, 2026
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984