

**AMENDMENT NO. 1
TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN
TOWN OF CUTLER BAY
AND
VISUALSCAPE, INC.
PURSUANT TO RFP NO. 19-04**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into this ____ day of March, 2020 (“Effective Date”), by and between the Town of Cutler Bay, Florida, a Florida municipal corporation (“Town”) and Visualscape, Inc. (“Contractor”), who shall collectively be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the Contractor entered into an Agreement dated October 1, 2019 (“Agreement”) attached hereto as Exhibit “A”, for the provision of landscape maintenance services as outlined in Request for Proposals (“RFP”) No. 19-04; and

WHEREAS, the Town and Contractor wish to modify the Agreement in accordance with the terms and conditions set forth in this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Amendments Control.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the Agreement, the terms of this Amendment shall prevail and govern.
3. **Defined Terms.** All initial capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Amendment may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Amendment will constitute an original document and all executed counterparts, together, will constitute the same Amendment.

5. **Amendment of Section III of the Agreement.** The following site has been added to Zone #1 – Maintenance Services within Section III of the Agreement:

SECTION III — DETAILED REQUIREMENTS

ATTACHMENT “A” – ZONE # 1

Site No.	Reference Address	Site Description(s)
N/A	S.W. 211 Street – From S.W. 112 Avenue to S.W. 108 Court	Bike lane curb separators and sidewalk joints (12 cycles)

6. **No Further Modifications.** Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date written above.

WITNESSES:

Print: _____

Print: _____

CONTRACTOR

By: _____

Print: _____

Visualscape, Inc.

Dated this ____ day of March, 2020.

ATTEST:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legality for
the use of and reliance by the
Town of Cutler Bay only:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

TOWN OF CUTLER BAY, FLORIDA

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Dated this ____ day of March, 2020.

Town Resolution No. 20-____