

**AMENDMENT NO. 2
TO
LANDSCAPE MAINTENANCE SERVICES AGREEMENT
BETWEEN
TOWN OF CUTLER BAY
AND
VISUALSCAPE, INC.
PURSUANT TO RFP NO. 19-04**

THIS SECOND AMENDMENT TO AGREEMENT (“Second Amendment”) is made and entered into this ____ day of January, 2021 (“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”) for the provision of landscape maintenance services as outlined in Request for Proposals (“RFP”) No. 19-04; and

WHEREAS, on April 22, 2020, the Town and the Contractor entered into a First Amendment to the Agreement for the purpose of adding additional landscape maintenance sites to the scope of services for an additional annual amount of \$5,700.00; and

WHEREAS, the Town and Contractor wish to further modify the Agreement, as previously amended, in accordance with the terms and conditions set forth in this Second Amendment to add additional landscape maintenance sites to the scope of services for an additional annual amount of \$5,800.00 and to provide for the total annual compensation under the Agreement as amended by the First and Second Amendments; 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 Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and govern.

3. **Defined Terms.** All initial capitalized terms used in this Second Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Second 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 Second Amendment will constitute an original document and all executed counterparts, together, will constitute the same Second Amendment.
5. **Amendment of Section 4.3 of the Agreement.** Section 4.3 of the Agreement is amended as follows:¹

4.3 Contractor shall be compensated at the unit prices specified in the bid Proposal, attached hereto as Exhibit “A”, based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed ~~\$424,720.00~~ \$436,220.00 annually (the “Agreement Sum”).

6. **Amendment of Section III of Exhibit E of the Agreement.** The following site has been added to Zone #3 – Maintenance Services within Section III of the Detailed Requirements of the RFP, which is attached to the Agreement as Exhibit E:

SECTION III – DETAILED REQUIREMENTS

ZONE NO. 3 – SITE NO. 135

Site No.	Reference Address	Site Description(s)
135	S.W. 85 Avenue and S.W. 213 Street	Both sides of the street adjacent to guardrail and behind guardrail lake embankments (29 cycles)

7. **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.]

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

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

WITNESSES:

Print:_____

Print:_____

CONTRACTOR

By:_____
Print:_____
Visualscape, Inc.

Dated this ____ day of January, 2021.

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 January, 2021.

Town Resolution No. 21-____