

**AMENDMENT NO. 4
TO
COMPREHENSIVE PARKS LANDSCAPE/GROUNDS
MAINTENANCE SERVICES AGREEMENT
BETWEEN
TOWN OF CUTLER BAY
AND
BRIGHTVIEW LANDSCAPING SERVICES, INC.
PURSUANT TO RFP NO. 13-01**

THIS FOURTH AMENDMENT TO AGREEMENT (“Fourth 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 BrightView Landscaping Services, Inc. (“Contractor”), who shall collectively be referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Town and the Contractor entered into an Agreement dated May 1, 2013 (“Agreement”) for the Town’s park landscaping services as outlined in Request for Proposals No. 13-01 –Comprehensive Parks Landscape/Grounds Maintenance Services; and

WHEREAS, on February 19, 2014, the Town adopted Resolution No. 14-09, which approved Amendment No. 1 for the addition of landscape/grounds maintenance services for Blue Heron Park (formerly known as Lakes by the Bay Linear Park) for an additional annual amount of \$25,920.00 upon the same terms and conditions as defined in RFP No. 13-01; and

WHEREAS, on October 19, 2016, the Town adopted Resolution No. 16-61, which approved Amendment No. 2 authorizing a name change from ValleyCrest Landscape Maintenance, Inc. to BrightView Landscaping Services, Inc.; and

WHEREAS, on July 29, 2019, the Town adopted Resolution No. 19-55, which approved Amendment No. 3 authorizing the extension of the Agreement terms until October 2, 2024 with up to two (2) additional option years upon the same term and conditions of the Agreement; and

WHEREAS, the Town wishes to further modify the existing Agreement, as previously amended, in accordance with the terms and conditions set forth in this Fourth Amendment to add an additional landscape maintenance site to the scope of services for an additional annual amount of \$9,625.00 and to provide for the total annual compensation under the Agreement as amended by the First and Fourth Amendments to the Agreement; 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 Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall prevail and govern.
3. **Defined Terms.** All initial capitalized terms used in this Fourth Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided.
4. **Counterparts.** This Fourth 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 Fourth Amendment will constitute an original document and all executed counterparts, together, will constitute the same Fourth Amendment.
5. **Amendment of Section 1.2.3 of the Agreement.** Section 1.2.3 of the Agreement is amended as follows:¹

1.2.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit “B”, and made a part hereof, based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed ~~\$404,500.00~~ \$440,045.00 annually (the “Agreement Sum”).

6. **Amendment to Section No. 22 “Locations” of the Detailed Specifications attached as Exhibit A to the Agreement.** Section No. 22– “Locations” of the Detailed Specifications attached as Exhibit A to the Agreement is hereby amended to add the following property:

No.	Property Name	Address	Folio Number	No. Acres
10	Lakes by the Bay Canoe/Kayak Launch	8551 SW 216 ST	36-6009-022-0052	4.9

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

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

[SPACE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

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

WITNESSES:

Print: _____

Print: _____

CONTRACTOR

By: _____

Print: _____

BrightView Landscaping Services, Inc.

Dated this ____ day of January, 2021.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA

Debra Eastman, MMC
Town Clerk

By: _____

Rafael G. Casals, ICMA-CM, CFM

Town Manager

Dated this ____ day of January, 2021.

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

Town Resolution No. 21- _____

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