

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN THE CITY OF COCONUT CREEK  
AND  
POTTER'S PROFESSIONAL LAWN CARE, LLC  
FOR  
LANDSCAPE MAINTENANCE SERVICES  
(PRIMARY FOR FACILITIES & PARKS)  
(SECONDARY FOR MEDIANS & RIGHTS-OF-WAY)  
RFP No. 09-04-19-09**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Potter's Professional Lawn Care, LLC for Landscape Maintenance Services dated October 24, 2019 is made this 9th day of ~~October~~ <sup>NOVEMBER</sup>, 2021 by and between the City of Coconut Creek, Florida, (the "City"), and Potter's Professional Lawn Care, LLC (the "Vendor" or "Contractor") both of whom agree as follows:

**WITNESSETH:**

**WHEREAS**, the parties desire to amend the Agreement between the City of Coconut Creek and Potter's Professional Lawn Care, LLC for Landscape Maintenance Services dated October 24, 2019 ("Agreement") to include landscape maintenance for the Coconut Creek Temporary Fire Station No. 113, K9 Training Lot, and surrounding property; and

**WHEREAS**, on February 27, 2020, the City Commission approved Resolution No. 2020-045 providing its consent to assign the Agreement from Potter's Professional Lawn Care, Inc. to Potter's Professional Lawn Care, LLC; and

**WHEREAS**, the Contractor agrees to provide Fire Station No. 113, K9 Training Lot, and surrounding property with the same monthly landscape maintenance services as provided in the Agreement, generally including two (2) visits per calendar month to mow turf, line trim, edge and blow hard surfaces, as well as trim hedges for neat appearance once per month and maintain plant beds with herbicide or manual harvest; and

**WHEREAS**, the parties desire to update the Agreement to reflect recent changes to State law.

**NOW, THEREFORE**, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein. Language changes to the Agreement as provided in this Amendment No. 1 are depicted as follows: words in strike through type are deletions from existing text; words in underscored type are additions to existing text; and a line of asterisks (\*\*\*) indicates existing text is not shown.

2. Through this Amendment No. 1, the parties desire to supersede and replace Exhibit "A," the Schedule of Proposal Prices that was attached to the Agreement dated October 24, 2019, with Exhibit "A-1," as attached to this Amendment No. 1. The new Exhibit "A-1" includes prices for the landscape maintenance services for the new Coconut Creek Temporary Fire Station No. 113.

3. The parties desire to amend the Agreement by adding the following state law-required paragraphs onto the end of the Agreement, starting after the last numbered paragraph 15), not titled, and inserting the additional paragraphs as follows:

**16) E-Verify Requirements**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat. as amended.

**17) Antitrust Violations; Denial or Revocation under Section 287.137, Fla. Stat.**

Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

**18) Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

4. All other terms and conditions of the Agreement dated October 24, 2019 not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 the day and year first above written; the CITY OF COCONUT CREEK, through its City Manager or designee, and Potter's Professional Lawn Care, LLC, signing by and through its President/Vice President, an authorized signatory, are duly authorized to execute same.

**CITY OF COCONUT CREEK, FLORIDA**

By: *Karen M Brooks*  
Karen M. Brooks, City Manager

ATTEST:

Approved as to Legal Sufficiency  
and Form:

By: *Marianne Bowers*  
Marianne Bowers, Interim City Clerk

By: *Ferrill C. Pyburn for*  
Ferrill C. Pyburn, City Attorney  
*Eve M. Lewis, Assist. City Attny*

[Contractor signatures to follow]



**CITY OF COCONUT CREEK  
LANDSCAPE MAINTENANCE SERVICES  
RFP NO. 09-04-19-09**

**EXHIBIT "A-1" SCHEDULE OF PROPOSAL PRICES**

POTTER'S LAWN & LANDSCAPING (POTTER'S PROFESSIONAL LAWN CARE, INC)		
PRIMARY AWARD - FACILITIES & PARKS	UOM	UNIT
1.Landscape Maintenance Facilities & Parks	Per Month	\$ 43,352.00
2.Landscape Maintenance Facilities & Parks	Annual	\$ 520,224.00
3.Windmill Dog Parks - total of two (2) parks.	Each	\$ 500.00
4.Windmill Dog Parks -total of two (2) parks	Annual	\$ 16,000.00
<b>4.1 Temporary Fire Station # 113 - (2) visits per calendar month</b>	<b>Per Month</b>	<b>\$ 1,200.00</b>
SECONDARY AWARD - MEDIANS	UOM	UNIT
5.Landscape Maintenance: Medians	Per Month	\$ 32,671.00
6.Landscape Maintenance: Medians	Annual	\$ 392,052.00
7.Maintenance of 441 Median South of Sawgrass - When completed	Per Month	\$ 150.00
8.Maintenance of 441 Median South of Sawgrass - When completed	Annual	\$ 1,800.00
9.ADDITIONAL SERVICE AS NEEDED	UOM	UNIT
9.1.Sod Installation (St. Augustine)	Sq. Ft.	\$ 0.75
9.2.Sod Installation (Bahia)	Sq. Ft.	\$ 0.75
9.3.Additional Mowing including blowing, edging, weed whacking, etc.	Per acre	\$ 120.00
9.4.Tree Removal (up to 15' height)	Per tree	\$ 125.00
9.5.Tree Removal (> 15'to 30' height)	Per tree	\$ 425.00
9.6.Tree Removal (> 30' height)	Per tree	\$ 925.00
9.7.Tree Trimming / Shaping: Shade Trees - Canopy spread up to 10 ft.	Per tree	\$ 25.00
9.8.Tree Trimming / Shaping: Shade Trees - Canopy spread > 10 ft. to 25 ft.	Per tree	\$ 85.00
9.9.Tree Trimming / Shaping: Shade Trees - Canopy spread > 25 ft.	Per tree	\$ 150.00
9.10.Re-stand Trees	Per tree	\$ 175.00
9.11.Additional Fertilization	Sq. Ft.	\$ 0.00
9.12.Additional Pest Control	Sq. Ft.	\$ 0.00
9.13.Additional Mulch - Installed	Cu. Yd.	\$ 60.00
9.14.Storm Debris Removal - includes hauling disposal	Cu. Yd.	\$ 35.00
9.15.Hedging	Linear Ft.	\$ 0.30
9.16.Plant Installation - three (3) crew members	Hour	\$ 90.00
9.17.Weed Spraying	Hour	\$ 35.00
9.18.Irrigation Maintenance Technician	Hour	\$ 65.00

Amended 10/2021