



CONTRACT AMENDMENT

This Amendment # 2 ("Amendment") to Contract #20240060 – Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects ("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:	CK Contractors and Development, LLC
Solicitation No./Event ID:	20240060
Solicitation Title/Event Name:	Citywide Stormwater & Rights-Of-Way Preventive Maintenance and Repair Projects
Contract Award Date:	June 17, 2024
Initial Current Contract Term:	06/18/2024 thru 06/17/2027 (3 Years)
Current Contract Expiration Date:	June 17, 2027
Requested Contract Expiration Date:	N/A
Initial Contract Amount:	\$5,511,021.00
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$575,000.00 (estimated for Program)
New Contract Amount:	\$6,086,021 (with estimate for Program)
Amendment No.:	2
Amendment Type:	Increase of Commodities

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

WHEREAS, the City intends to fund the Contract, in part, using funding it has received under the Community Development Block Grant program administered by the US Department of Housing and Urban Development (the "Grant"), the applicable SF-424 Application for Federal Assistance being attached hereto as Exhibit "A" and incorporated herein; and

- a. Contractor agrees to comply with all terms and conditions of the Grant, including any applicable laws, rules, regulations, guidance, amendments, addendums, exhibits, or other information incorporated therein.
- b. Contractor acknowledges that all provisions and requirements of the Grant also pertain to all subcontracts that Contractor enters into for construction for the Project. Therefore, Contractor shall additionally ensure that all subcontractors comply with the provisions of the Grant, including any amendments, addendums, exhibits, or other information incorporated therein.
- c. Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.
- d. Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The City, HUD, the federal government, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement.
- e. Contractor understands its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- f. The Grant does not create any third-party rights. Further, no third party, including Contractor, shall rely upon any of the rights or obligations created under the Grant.

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. DRIVEWAY CULVERT REPLACEMENT PROGRAM.** The parties hereby agree to amend the Contract to include that Contractor will perform services for the City's Driveway Culvert Replacement Pilot Program ("the Program").

-Program summary: The Program addresses residential culverts that have collapsed or been deemed beyond repair. Eligible culverts will be repaired or replaced through financial assistance provided by either: (1) a loan program; or (2) Community Development Block Grant (CDBG) funds, contingent upon income qualifications ("Project(s)").

Contractor will offer a range of services tailored to the size and specifications of each culvert. The pilot phase aims to complete repairs or replacements for approximately 56 culverts within the first year of implementation.

-Program Procedures: Contractor shall abide by the following procedures under the Program:

- a. City shall contact Contractor and relay an address for a potential Project site.
- b. Contractor shall evaluate each potential Project site and shall provide the City with a Quote for the price of completing the potential Project.
- c. Contractor shall not begin work until Contractor receives approval from the City's Program Contact, in the form of the City's Program Contact's signature on the Quote. The approved/signed Quote and signed agreement from the Homeowner of the Project shall serve as Contractor's Notice to Proceed ("NTP").
- d. After receiving NTP, Contractor shall be responsible for pulling all required permits for performing the Projects.
- e. Each Quote shall be valid for thirty (30) days, and all work shall be completed within sixty (60) days of Contractor receiving the requisite permits. This time may be modified if agreed to in writing by the City's Program Contact.
- f. The City will make best efforts to "batch" Projects to send to Contractor, so as to limit the need for mobilization and associated costs.
- g. City's Program Contact shall be:

Dan Giesey
(772) 501-3486
dgiesey@cityofpsl.com

2. Amendment to Section XIV – Compliance with Laws

Section XIV of the Contract is hereby amended to include the following compliance requirements specific to Community Development Block Grant (**CDBG**) and Neighborhood Services Division (**NSD**) funding provisions:

- All activities performed under this Contract shall comply with applicable federal, state, and local laws, rules, regulations, and guidance governing the use of CDBG/NSD grant funds including, but not limited to, the Fair Housing Act, 24 CFR Part 100, 24 CFR Part 570, 2 CFR Part 25, 2 CFR Part 170, and 2 CFR Part 200.
- Contractor shall ensure adherence to all relevant regulations, including but not limited to nondiscrimination, wage standards, licensing, and accessibility requirements.
- Contractor shall cooperate with monitoring and reporting obligations as required by CDBG/NSD guidelines.
- The intent of the parties is for this Agreement to comply with all applicable laws, rules, regulations, and guidance. Accordingly, this Agreement may be amended by notification by the City to Contractor if necessary to comply with applicable laws, rules, regulations, or guidance.

3. Amendment to Section XXXVIII – Federal Requirements

Section XXXVIII of the Contract is hereby amended to include the following compliance requirements specific to Community Development Block Grant (**CDBG**) and Neighborhood Services Division (**NSD**) funding provisions:

Anti-Lobbying--To the best of Contractor's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in

accordance with its instructions; and

3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Waste, Fraud, Abuse, and Whistleblower Protections.

Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce.

Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee-as well as a personal services contractor-who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

Retention Requirements for Records

2 CFR 200.333 applies except as modified by 24 CFR 570.502. In the instance of any conflict between the record retention requirements in these regulations and any other record retention requirement in the contract, the longer duration shall govern.

4. **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.
5. **SUCCESSORS AND ASSIGNS.** This Amendment 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, 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.

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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)	CK Contractors and Development
Authorized Signature:	
Printed Name and Title of Person Signing:	Robert Burns, Vice President
Date:	11/4/2025
Company Address:	1100 Technology Place, Suite 122, West Palm Beach FL 33407

CITY OF PORT ST. LUCIE

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