



CONTRACT AMENDMENT

This Amendment #2, for the Saints Golf Course Drainage Improvement Project Contract #20220066 (“Contract”), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor’s Full Legal Name:	XGD Systems, LLC
Solicitation No./Event ID:	20220066
Solicitation Title/Event Name:	The Saints Golf Course Drainage Improvement Project
Contract Award Date:	1/9/2023
Initial Current Contract Term:	5/1/2023 through 11/30/2023
Current Contract Expiration Date:	1/2/2024
Requested Contract Expiration Date:	1/27/2024 (25 calendar days)
Initial Contract Amount:	\$3,179,951.29
Current Contract Amended Amount:	\$3,569,951.29
Requested Financial Change Amount:	\$310,172.23
New Contract Amount:	\$3,880,123.52
Amendment No.:	2
Amendment Type:	Increase of Commodities

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Increase of Commodities. The additional scope of work is being added to the Contract:

1. The additional work involves adding 2" drainage on holes #5, 6 & 9; changes to hole #15 swale due to adjacent homeowner concerns; pond outfall on hole #9 and additional Bahia sod as requested.
 - Supply & installation of 7,080 lineal feet of 2" XGD Drainage to holes #5, 6 & 9 in order to improve drainage conditions. **Total cost is \$60,180.00.**
 - To change the newly constructed swale on hole #15; including hauling fill, remove & replace 18" pipe; supply & install three (3) 18" yard drains; remove rip rap (2 areas); raise existing concrete structure; prepare disturbed area and supply & install Bahia grass (sod). **Total cost is \$63,774.72.**
 - Supply & install a new pond outfall on hole #9 (Agri-Drain WL Control structure). **Total cost is \$8,402.10.**
 - Supply & installation of additional Bahia sod to complete the drainage project. **Total cost is \$160,346.16.**
 - Additional overhead associated with the additional work and additional Bond cost. **Total cost is \$17,469.25.**
2. Contract Extension. The parties hereby agree that the Contract will be extended for an additional period of time as follows:

Beginning Date of Amendment #2 Term: 1/3/2024.
End Date of Amendment #2 Term: 1/27/2024.
3. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term" unless the parties agree in writing and signed by both parties to extend the Contract for an additional period of time.
4. **Total Compensation for the additional services is \$310,172.23.**
5. **E-Verify.** In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract

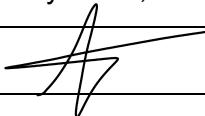
was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.

The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXII of the Contract.

- 6. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, 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 to the parties. This Amendment #2 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.

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	XGD Systems, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Geoff Corlett, CEO
Date:	November 3, 2023
Company Address:	2432 NE Myrtle Street, Jensen Beach, FL 34957

THE 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