

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF PORT ST. LUCIE

LOCALLY FUNDED AGREEMENT

AMENDMENT NUMBER ONE

THIS Amendment made and entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and City of Port St. Lucie located at 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, on August 28, 2019, the parties entered into a Locally Funded Agreement, hereinafter referred to as “the Agreement”, wherein the PARTICIPANT agreed to provide the DEPARTMENT financial assistance for the design services in connection with Financial Management (FM) No. 431752-2-32-03. The design services consist of a full set of signed and sealed roadway construction plans for the DEPARTMENT’S reconstruction of Port St. Lucie Blvd. from Paar Drive to Darwin Blvd. in St. Lucie County, Florida, hereinafter referred to as “the Project”; and

WHEREAS, the parties desire to amend the Agreement to allow the PARTICIPANT to provide additional funding for design services for the Project; and

WHEREAS, the parties hereto agree that this Amendment is in their mutual best interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Agreement as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment increases the total funding for the Project’s design services, as shown in **Exhibit A-1** of this Amendment, attached hereto and made a part hereof. Paragraph 5 of the Agreement is hereby amended as follows:

The total Project cost is estimated to be THREE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$3,686,645.00). The PARTICIPANT’S share for the Project’s design services is NINE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND NO CENTS (\$943,191.00), which sum shall be paid to the DEPARTMENT. In the event that the actual cost of the Project’s design services is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the actual cost of the Project’s design services, without modifications,

results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

3. On September 19, 2019, the DEPARTMENT received the PARTICIPANT’S initial funding for the Project’s design services in the amount of SEVEN HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$791,852.00), which has been applied to FM Number 431752-2-32-03.

Pursuant to this Amendment, PARTICIPANT agrees to provide the DEPARTMENT, within thirty (30) days of the execution of this Amendment, an additional payment in the amount of ONE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS AND NO CENTS (\$151,339.00) for the completion of the Project’s design services. The payment of ONE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS AND NO CENTS (\$151,339.00) will be applied to FM No. 431752-2-32-03.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Amendment, the DEPARTMENT reserves the right to suspend the Project’s design services until additional funding is received by the DEPARTMENT.

The PARTICIPANT’S payment shall be clearly marked to indicate that it is to be applied to FM Project No. 431752-2-32-03.

Funding breakdown

Financial Mgmt. No. (FM#)	Description of Services	Original Amount	Amendment No. 1	Amount
431752-2-32-03	Consultant Design	\$791,852.00	\$151,339.00	\$943,191.00
TOTAL		\$791,852.00	\$151,339.00	\$943,191.00

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
 Account # 4834783896
 ABA # 121000248
 Chief Financial Officer of Florida
 Re: DOT – K 11-78, Financial Project # 431752-2-32-03.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain “FDOT” and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Morgan Harris at 850-414-4861. In addition to calling Ms. Harris, the PARTICIPANT shall send an email notification to D4-lfa@dot.state.fl.us stating the day and time the wire transfer was sent.

Paragraph 5B, 5C, 5D, & 5E of the Agreement shall remain in full force and effect.

4. This Amendment revises the end date of this Agreement. Provision 8 of the Agreement is deleted in its entirety and is replaced with the following provision:

Except as otherwise set forth herein, this Agreement shall continue in effect and be mutually binding on the parties until the Project's design is completed as evidenced by the written acceptance of the DEPARTMENT.

All provisions, covenants, terms, and conditions of the Agreement between the parties as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

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IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by Resolution No. _____, hereto attached.

CITY OF PORT ST. LUCIE
CITY COUNCIL

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

APPROVED: (AS TO FORM)

BY: _____
CITY CLERK (SEAL)

BY: _____
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
CITY ATTORNEY

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A-1 Scope of Services

FM# 431752-2-32-03

Additional design services and updates are required for an additional thirty-five (35) newly constructed driveways along the Project corridor. Due to the difference in elevation, this change will require the mainline and side street profiles to be updated throughout the Project limits. The DEPARTMENT'S consultant shall perform the following services, but not limited to:

- Update all cross sections.
- Update all side street connections and profiles.
- Update all driveway profiles.
- Update drainage structures.
- Update all back of sidewalk profiles.
- Update of all quantities.
- Redo Utility coordination efforts.