

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COUNTY INCENTIVE GRANT PROGRAM**  
**LOCALLY FUNDED AGREEMENT**

THIS County Incentive Grant Program Agreement (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “DEPARTMENT,” and the CITY OF PORT ST. LUCIE, hereinafter referred to as the “PARTICIPANT.”

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under F.S. §334.044, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by F.S §339.2817 to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the PARTICIPANT has certified to the DEPARTMENT that it has met the eligibility requirements of F.S. §339.2817; and

WHEREAS, the PARTICIPANT is willing to provide the DEPARTMENT with financial assistance in connection with the DEPARTMENT’S Construction services of Port St. Lucie Boulevard from South of Paar Drive to South of Alcantarra Boulevard (Financial Management (FM) Number 431752-5-52-01/02, Funded in Fiscal Year 2024/2025) as set forth in **Exhibit A**, attached hereto and made a part hereof and hereinafter referred to as the “Project”; and

Whereas, the PARTICIPANT by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, has authorized the Mayor of its Board of Commissioners or designee to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. **SERVICES AND PERFORMANCE**
  - A) The DEPARTMENT agrees to undertake the Project in accordance with all applicable federal, state, and local statutes, rules and regulations, and standards.
  - B) The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

- C) The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.
- D) The PARTICIPANT will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and the details thereof. Either party to the Agreement may request and be granted a conference.
- E) All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall become the property of the DEPARTMENT without restriction or limitation on their use.
- F) All notices under this Agreement shall be directed to the following addresses:

<b>TO DEPARTMENT:</b>	<b>TO PARTICIPANT:</b>
Florida Department of Transportation	City of Port St. Lucie
3400 West Commercial Blvd.	121 SW Port St. Lucie Blvd.
Fort Lauderdale, FL 33309-3421	Port St. Lucie, FL 34984
Attn: Leos A. Kennedy, Jr.	Attn: Mr. Jesus Merejo
With a copy to: General Counsel	With a copy to: City Attorney
With a second copy to: Vandan Nagole, P.E.	

**3. TERM**

- A) Except as otherwise set forth herein, the term of this Agreement commences upon its execution by both parties and shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 431752-5-52-01/02) is completed as evidenced by the written acceptance of the DEPARTMENT.

**4. COMPENSATION AND PAYMENT**

- A) The PARTICIPANT and the DEPARTMENT agree to share the cost of this Project FM# 431752-5-52-01/02. The PARTICIPANT agrees to provide one-half (1/2) of the cost for Project expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to F.S. §339.2817
- B) The estimated total cost for the Project is SIXTEEN MILLION SIX HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINE DOLLARS AND NO CENTS (\$16,664,409.00). Of that sum, the PARTICIPANT's estimated payment for the Project is THREE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$3,548,619.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, then one-half (1/2) of the excess funds will be refunded to the PARTICIPANT. In the event the actual cost of the Project upon completion, without modifications, results in a sum greater than that paid by the PARTICIPANT, then both the PARTICIPANT and the DEPARTMENT shall each be responsible for one half (1/2) of the additional cost.

The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of THREE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$3,548,619.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the execution of the construction Project (431752-5-52-01) may be delayed, and this Agreement may be terminated.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM Project No.: 431752-5-52-01. The DEPARTMENT shall utilize this amount towards costs of project 431752-5-52-01/02.

Payment shall be mailed to:  
Florida Department of Transportation  
Office of Comptroller  
General Accounting Office, LFA Section  
605 Suwannee Street, MS 42B  
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
State of Florida Department of Financial Services  
Bureau of Collateral Management  
Re: DOT – K 11-78, Financial project # 431752-5-52-01.

In order for FDOT 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, the PARTICIPANT will contact Ms. Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to [d4-lfa@dot.state.fl.us](mailto:d4-lfa@dot.state.fl.us) stating the day and time the wire transfer was sent.

In the event that any of the allocated funds for 431752-5-52-01 are not utilized in its entirety, the DEPARTMENT shall reallocate funds to FM# 431752-5-52-02, to cover Project costs as at its sole discretion.

- C) The DEPARTMENT'S obligation to pay any sum pursuant to this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- D) If the PARTICIPANT'S share of the accepted bid plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating when the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- E) However, and notwithstanding the foregoing, in the event Project scope modifications occur that increases or exceeds the PARTICIPANT'S payment for the Project, then one-half of the additional cost shall be the responsibility of the PARTICIPANT. Any funding increase as a result of modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, the Project shall not include such modifications.
- F) In the event the actual cost of the Project upon completion results in a decrease in PARTICIPANT's cost, one half of the excess funds will be refunded to the PARTICIPANT. In the event the actual cost of the Project upon completion, without modifications, results in a sum greater than that paid by the PARTICIPANT, then both the PARTICIPANT and the DEPARTMENT shall each be responsible for one half (1/2) of the additional cost.
- G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the CEI consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the CEI consultant, not when the construction engineering inspection services are complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total

deposits to date, the DEPARTMENT will refund one-half (1/2) of any excess funds to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

H) The payment of funds under this Agreement, once they are received by the DEPARTMENT from the PARTICIPANT, will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached Three Party Escrow Agreement (3PEA), between the PARTICIPANT, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

## 5. MISCELLANEOUS

A) This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

B) The DEPARTMENT will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C) The PARTICIPANT / Vendor/ Contractor:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

D) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

E) This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

F) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and

conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

***The remainder of this page is intentionally left blank.***

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 Agreement by Resolution Number \_\_\_\_\_, hereto attached.

CITY OF PORT ST. LUCIE  
CITY COMMISSIONERS

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: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A  
Scope of Services  
FM# 431752-5-52-01/02

The scope of services for this Agreement is in connection with the DEPARTMENT's Reconstruction of Port St. Lucie Blvd from South of Paar Dr. (MP 1.267) to South of Alcantarra Blvd (MP 2.309). The existing roadway is a two-lane undivided rural roadway and the proposed roadway will be a four lane divided roadway. (FM# 431752-5-52-01/02). The DEPARTMENT shall perform all the required construction services to ensure the Project complies and is constructed per Florida Greenbook Standards. On behalf of the City of Port St. Lucie, the Department will perform, the following work:

- Landscaping/Hardscape: The City has requested a landscaping and hardscape theme for the median similar to other corridors in the area. Trees and irrigation with stamped concrete.
- Lighting: LED Lighting will be provided by adding luminaires to the existing joint use power poles on the west side of PSL Blvd and adding light poles on the east side. A lighting analysis report and voltage drop calculations have been prepared along with final design plans.
- Miscellaneous: Right of Way: Right of Way has been acquired by Department in small areas in order to provide for the proposed right turn lanes.
- Signalization: New mast arms at Paar and McCall intersections. Fiber optic signal interconnect will be provided.
- Signing and Marking: New signing and pavement markings will be designed and coordinated with the Department.
- Walls (Soundwalls): Sound walls have been removed from the project after coordination with the property owners.
- Typical Section: The proposed typical section is a urban typical section: 4-11' lanes, inside Type F curb and gutter and a 18' raised median, Type F curb and gutter with 8' - 10 ft sidewalks setback 0-5' from the curb and gutter.
- Utilities: Utility work by highway contractor plans are being prepared by the City along with utility coordination to be undertaken throughout the project design phase.
- Access Management: Access Management from PD&E preferred alternative being brought forward and implemented in design phase.
- ADA: Crosswalks, sidewalks, and curb cut ramps will be compliant with ADA Standards. Sidewalks 8'-10' in width will be provided along both sides of the roadway setback 0-5' from the Type F curb & gutter.



- Drainage: The drainage will consist of curb inlets and storm sewers. Runoff will be conveyed to retention/drainage pond being constructed on City of PSL land. The project will be utilizing the existing City ditch system to convey the water to the new pond.
- Environment: Any environmental issues to be analyzed during the design phase.

**Exhibit B**  
**THREE PARTY ESCROW AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Port St. Lucie ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction services of Port St. Lucie Blvd.  
Project #: 431752-5-52-01/02  
County: St. Lucie

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

***The remainder of this page is blank.***

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name

59-3024028  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

F-596-141-662-018  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!