

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 December 6, 2023, 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 construction services in connection with Financial Management FM No. 431752-5-52-01/02. The construction 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 South of Alcantarra 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 construction 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 construction services, as shown in **Exhibit A-1** of this Amendment as an incentive/disincentive due to PARTICIPANT need for early construction, 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 TWENTY-THREE MILLION NINE HUNDRED FOURTEEN THOUSAND ONE HUNDRED SIX DOLLARS AND NO CENTS (\$23,914,106.00). The PARTICIPANT’S share for the Project’s construction services is THREE MILLION EIGHT HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$3,848,619.00), which sum shall be paid to the DEPARTMENT. In the event that the actual cost of the Project’s construction 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 construction 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 December 6, 2023, the DEPARTMENT received the PARTICIPANT’S initial payment for the Project’s construction services in the amount of THREE MILLION FIVE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED NINETEEN DOLLARS AND NO CENTS (\$3,548,619.00), which has been applied to FM Number 431752-5-52-01.

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 THREE HUNDRED THOUSAND AND NO CENTS (\$300,000.00) for the completion of the Project’s construction services. The payment of THREE HUNDRED THOUSAND AND NO CENTS (\$300,000.00) will be applied to FM No. 431752-5-5A-01.

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 construction 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. 431752-5-5A-01.

Funding breakdown

Financial Mgmt. No. (FM#)	Description of Services	Original Amount	Amendment No. 1	Amount
431752-5-5A-01	Construction Bonus	\$3,548,619.00	\$300,000.00	\$3,848,619.00
TOTAL		\$3,548,619.00	\$300,000.00	\$3,848,619.00

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 # 431752-5-5A-01.

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 construction 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.

The remainder of this page left intentionally 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 Amendment by Resolution No. _____, hereto attached.

CITY OF PORT ST. LUCIE
CITY COUNCIL

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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

ATTEST:

APPROVED: (AS TO FORM)

BY: _____ BY: _____
CITY CLERK (SEAL) FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____ BY: _____
CITY ATTORNEY DISTRICT PROGRAM MGMT. ADMINISTRATOR

Exhibit A-1 Scope of Services

FM# 431752-5-5A-01

The Scope of Services will remain the same as FM# 431752-5-52-01/02, but the Department has been requested to complete construction sooner to comply with the needs of the community. The Department is to be afforded an additional \$300,000.00 as Incentive/Disincentive (Bonus).

14-93.004 Incentive/Disincentive Provisions.

(1) Purpose. This rule governs the use of incentive/disincentive provisions in contracts. Procedures pertaining to incentive/ disincentive provisions, including criteria for the selection of projects on which incentive payments and additional damages may be provided for by contract, are set forth in this rule.

(2) Background. Sections 337.18(4)(a) and (b), F.S., authorize the use of incentives/disincentive provisions in contracts where the Department determines and adequately documents that the project will provide a substantial benefit to the public health, safety, or welfare; will limit the disruptive effect of construction on the community; or is cost beneficial on a revenue producing project. Incentive/disincentive provisions in a contract compensate the contractor a predetermined amount of money for each day identified work is completed ahead of schedule and assess an equal deduction for each day the contractor is late in meeting the time specified.

(3) Procedure. All contracts containing incentive/disincentive provisions shall be approved by the District Secretary (District Projects) or the Secretary of Transportation (Central Office Projects), or designee, based upon a finding that the requirements of this rule have been met.

(a) Monetary and Time Limitations. The monetary and time requirements for incentive/disincentive provisions should be established based on the facts supporting each project. For revenue producing projects, the incentive amount per calendar day may be greater if an analysis indicates that additional revenues projected to be received upon completion of the project will exceed the cost of the incentive payments. To determine the project per day incentive/disincentive amount the Department will consider maintenance of traffic cost, road users' cost, detour impacts to the public, and cost of construction engineering inspection and administration of the project. To determine the project maximum number of incentive/disincentive days the Department will consider the expected length of project time, compared to project time with possible use of extended shifts, for both work day and work week, and dedication of increased personnel and construction resources. Liquidated damages shall be separate from any calculation of disincentive amounts under this rule.

(b) Criteria for Project Selection. Projects determined to be capable of accelerated construction will be considered eligible for inclusion of an incentive/disincentive provision. Project documentation shall include factors supporting the necessity to encourage an accelerated, and discouraging delayed, completion of project or critical phases of work. Such factors will be economic and business impacts, disruption to the traveling public, community and residential impacts, and safety.

Specific Authority 334.044(2), 337.18(4)(b) FS. Law Implemented 337.18(4) FS. History—New 11-21-00, Amended 8-1-0