

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF FORT PIERCE
JOINT PARTICIPATION AGREEMENT
AMENDMENT NUMBER TWO

THIS AMENDMENT, made and entered into this _____ day of _____, 20__, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and City of Fort Pierce, located at 100 North U.S. 1, Fort Pierce, FL 34950 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, on February 23, 2018, the parties entered into a Joint Participation Agreement, hereinafter referred to as the Agreement, wherein the PARTICIPANT agreed to provide improvements in connection with Financial Management (FM) No. 441862-1-58-01 for intersection improvements at Ohio Avenue and US-1 in St. Lucie County, Florida and hereinafter referred to as the Project; and

WHEREAS, the parties amended the Agreement on June 27, 2018 (Amendment No.1); and

WHEREAS, the parties desire to further amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend the Agreement dated February 23, 2018 and subsequent amendments, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein
2. This Amendment increases to total funding needed for the completion of the Project. Paragraph 5 of the Agreement is hereby amended as follows:

The DEPARTMENT agrees to pay the PARTICIPANT for the work described in **Exhibit A** of this Agreement. The cost of the work is estimated to be THREE HUNDRED FORTY NINE THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS AND NO CENTS (\$349,434.00). The DEPARTMENT will pay the PARTICIPANT an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000) for actual costs incurred, as detailed in monthly progress reports. Any Project cost in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000) shall be the sole responsibility of and shall be paid by the PARTICIPANT.

3. The Scope of Services (**Exhibit A**) of the Agreement are unchanged and shall remain in full force and effect.
4. The Deliverables (**Exhibit B**) of the Agreement are unchanged and shall remain in full force and effect.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into on February 23, 2018, as originally set forth therein, and amended on June 27, 2018, respectively, 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 Amendment 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 FORT PIERCE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____ MAYOR _____
_____ day of _____, 20_____

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

FDOT LEGAL REVIEW:

CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

LEGAL REVIEW

APPROVED:

BY: Ben J. Boye
CITY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR