

**FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**AMENDMENT TWO**

This Amendment is made and entered into by and between the State of Florida Department of Economic Opportunity (“DEO”) and the **City of Fort Pierce, Florida** (“Grantee”). DEO and the Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, on June 28, 2019, DEO and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number G0057 (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

**WHEREAS**, Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

**WHEREAS**, the Agreement was amended on **December 13, 2022**; and

**WHEREAS**, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. **Section 4 Deliverables**, of Exhibit A, **Scope of Work**, is hereby deleted in its entirety and replaced with the following:

4. **Deliverables**: Grantee shall provide the following services as specified:

<b>Deliverable No. 1: Design and Engineering</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d.1 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service shall result in non-payment.
<b>DELIVERABLE NO. 1 NOT TO EXCEED: \$199,873.48</b>		

<b>Deliverable No. 2: Land Acquisition</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete acquisition of required easements in accordance with Section 2.d.2 of this Scope of Work.	Complete acquisition of easements in accordance with Section 2.d.2 of this Scope of Work, evidenced by submission to DEO's Agreement Manager of copies of the executed and recorded easements, including legal descriptions.	Failure to meet the minimum level of service shall result in non-payment.
<b>DELIVERABLE NO. 2 NOT TO EXCEED: \$0.00</b>		

<b>Deliverable No. 3: Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Complete construction in accordance with Sections 2.b and 2.d.3 of this Scope of Work.	<p>At a minimum, complete ten percent (10%) of the construction as detailed in Sections 2.b and 2.d.3 of the Scope of Work. Grantee may request reimbursement upon completion of construction in the following increments:</p> <ul style="list-style-type: none"> <li>a. 10% completion;</li> <li>b. 20% completion;</li> <li>c. 30% completion;</li> <li>d. 40% completion;</li> <li>e. 50% completion;</li> <li>f. 60% completion;</li> <li>g. 70% completion;</li> <li>h. 80% completion;</li> <li>i. 90% completion; and</li> <li>j. 100% completion</li> </ul> <p>Construction progress shall be evidenced by the following documentation:</p> <ul style="list-style-type: none"> <li>a. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion;</li> <li>b. Photographs of project in progress; and</li> <li>c. Invoice package in accordance with Section 7 of the Scope of Work.</li> </ul>	Failure to meet the Minimum Level of Service shall result in non-payment of this Deliverable.
<b>DELIVERABLE NO. 3 NOT TO EXCEED: \$1,717,967.52</b>		
<b>TOTAL AMOUNT NOT TO EXCEED \$1,917,841.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Section 4, DELIVERABLES, table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in MODIFICATION section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

2. All other terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Amendment as of the date last executed below.

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

**CITY OF FORT PIERCE, FLORIDA**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Meredith Ivey  
Title Acting Secretary  
\_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Linda Hudson  
Title Mayor  
\_\_\_\_\_  
Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_