

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G2I31

FPN

450340-1-44-01Recipient: Marion County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on April 18, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

1. Paragraph 6.a. is being revised as follows:

6. Project Cost:

a. The estimated cost of the Project is \$2,589,797.00 (Two Million Five Hundred Eighty Nine Thousand Seven Hundred Ninety-Seven Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in Exhibit B, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

2. The attached "Exhibit A - Project Description and Responsibilities" replaces "Exhibit A - Project Description and Responsibilities" included in the "State-Funded Grant Agreement" executed April 18, 2023.

3. The attached "Exhibit B - Schedule of Financial Assistance" replaces "Exhibit B - Schedule of Financial Assistance" included in the "State-Funded Grant Agreement" executed April 18, 2023.

4. Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated herein.

5. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit D – Recipient Resolution.

Reason for this Supplemental and supporting engineering and/or cost analysis:

1. Revisions to the scope are as follows: Add Parcel Nos. 37508-000-00 and 37517-000-00. Revise parcel square footage measurements throughout.

2. Pursuant to Paragraph 6 Project Cost of the State Funded Grant Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Right-of-Way Acquisition services that includes authorized and encumbered State and Local Funding shall be increased to an amount equal to the Recipient's updated estimate amount of \$2,589,797.00. This results in an increase of total Right-of-Way funding by \$1,362,812.00.

CIGP funding remains unchanged at \$325,000.00. The Local Funding is being increased by \$1,362,812.00, which is the difference between the previous Local Funding of \$901,985.00 and the current Local Funding of \$2,264,797.00.

3. Revisions to the State and Local Funding amounts attributed to the amounts referenced above are reflected in Exhibit B - Schedule of Financial Assistance, and in Exhibit J - State Financial Assistance (Florida Single Audit Act), attached hereto and incorporated herein.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
MARION COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: SEE ATTACHED SIGNATURE PAGE
Name:
Title:

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Developemnt

Legal Review:

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
MARION COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Kathy Bryant
Chairman

By: _____
Name: James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

By: _____
County Attorney

By: _____
Gregory C. Harrell
Clerk

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 450340-1-44-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Marion County (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The additional Right-of-Way will provide the width required to provide the new construction/extension of Emerald Road. The project limits are from County Road 464/Southeast Maricamp Road to Southeast 92nd Loop, for a total approximate length of 2.4 miles.

The project will include a two-lane undivided roadway with 12-foot travel lanes, paved 4-foot bike lanes, and 5-foot concrete sidewalks on both sides of the proposed road. The minimum Right-of-Way width is 120-feet to accommodate the proposed typical section. The acquisitions will be private parcels and portions of public lands to accommodate the roadway Right-of-way and the drainage pond sites. Six drainage sites have been identified within the public land section, falling within City of Ocala and Marion County property.

The acquisition will include the following parcels:

- Parcel No. 9012-0164-05, Approximate take is 0.47 ACRES (20,473.2 square feet)
- Parcel No. 9012-0164-06, Approximate take is 0.43 ACRES (18,730.8 square feet)
 - Parcel No. 9012-0164-07, Approximate take is 0.45 ACRES (19,602 square feet)
 - Parcel No. 9012-0164-08, Approximate take is 0.57 ACRES (24,829.2 square feet)
 - Parcel No. 9012-0164-10, Approximate take is 0.26 ACRES (11,325.6 square feet)
 - Parcel No. 9012-0164-11, Approximate take is 0.25 ACRES (10,890 square feet)
 - Parcel No. 9012-0164-12, Approximate take is 0.59 ACRES (25,700.4 square feet)
 - Parcel No. 9012-0164-13, Approximate take is 0.34 ACRES (14,810.4 square feet)
 - Parcel No. 9012-0164-14, Approximate take is 0.53 ACRES (23,086.8 square feet)
 - Parcel No. 9012-0164-17, Approximate take is 0.26 ACRES (11,325.6 square feet)
 - Parcel No. 9012-0164-23, Approximate take is 0.26 ACRES (11,325.6 square feet)
 - Parcel No. 37508-000-00, Approximate take is 20.80 ACRES (906,048 square feet)
 - Parcel No. 37517-000-00, Approximate take is 14.99 ACRES (652,964.4 square feet)

Right-of-Way acquisition for the Emerald Road Extension project will be performed by Marion County (Recipient) and/or their contracted consultants in compliance with state requirements including, but not limited to: administration, cost estimates, design support, title work, appraisal, appraisal review, acquisition, relocation, property management and legal support with oversight from the District Five Right-of-Way Office. Marion County (Recipient) and/or their contracted consultants will provide a legal description of each property, a sketch of the property showing the acquisition area, a current title search and updates as needed for each property, as well as an appraisal that allows the owner/representative to

accompany the appraiser during site inspection. Marion County (Recipient) and/or their contracted consultants shall always supply any necessary legal assistance related to the acquisition of property. This includes creating the proposed acquisition document (i.e. deed, easement, etc.) as well as all documents necessary to clear any liens, encumbrances, subordinate interests or other matters as would be necessary to acquire marketable title for the interest in question. All documents will designate Marion County (Recipient) as the Grantee, where appropriate, and will state the name of the Florida attorney who prepared them.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right of way related maps and is a depiction of the right of way survey field work performed for a specific transportation project.

The Recipient will perform Right-of-Way Acquisition Services utilizing its own forces. The Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). Supporting documentation required when submitting invoices for reimbursement are outlined in Exhibit F – Contract Payment Requirements.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Begin Right-of-Way Acquisition by January 01, 2023.
- b) Right-of-Way Maps Submitted by N/A.
- c) Right-of-Way to be Certified (Acquisition Final) by August 30, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of the CIGP funding amount compared to the actual award amount.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Marion County 412 Southeast 25th Avenue Ocala, Florida 34471		FINANCIAL PROJECT NUMBER: 450340-1-44-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (CIGP)	\$1,226,985.00	\$901,985.00	\$325,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2022-2023	Maximum Department Participation (CIGP)	\$1,362,812.00	\$1,362,812.00	\$0.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
Total Right-of-Way Cost		\$2,589,797.00 %	\$2,264,797.00 %	\$325,000.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$2,589,797.00	\$2,264,797.00	\$325,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☒ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** \$325,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>