

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G2L16

FPN

450918-1-54-01

Recipient: Marion County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 30, 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. Paragraphs 6.a. and b. are revised as follows:

6. Project Cost:

a. The estimated cost of the Project is \$2,212,370.00 (Two Million Two Hundred Twelve Thousand Three Hundred Seventy 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.

b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,162,000.00 (Two Million One Hundred Sixty-Two Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in Exhibit B, Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

2. The attached "Exhibit A - Project Description and Responsibilities" replaces "Exhibit A - Project Description and Responsibilities" included in the "State-Funded Grant Agreement" executed May 30, 2023.

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

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

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

1. Revisions to the scope are as follows: The reduction of scope to remove all project elements in the City of Dunnellon.

2. Local funding is being decreased by \$589,417.00, which is the difference between the previous Local Funding of \$639,787.00 and the current Local Funding of \$50,370.00.

3. Revisions to the 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.

4. 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: _____
Name: Kathy Bryant
Title: Chairman

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

Legal Review:

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450918-1-54-01

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 Dunnellon trail project is with Marion County (Recipient). This type of project is a bike path/trail involving the construction of a multi-use buffered lane for pedestrians and bicyclists on the south side of County Road 484 / Pennsylvania Avenue. The limits will be 50 feet west of Adams Street to the Blue Run of Dunnellon Park. The total project length is approximately 0.12 miles.

The project will include milling of existing asphalt, the resurfacing of the friction course, and the placement of miscellaneous asphalt in sections of the project for the guardrail installation. There will be curb ramp improvements at the beginning of the project, the relocation of curb and gutter, the removal and replacement of guardrail, and the installation of a pedestrian/bicycle bullet railing. The installation of the variable width sidewalk will have a 4-inch thickness. Additional improvements will include a midblock crosswalk Rectangular Rapid Flashing Beacons (RRFBs) with a complete sign assembly, 36-inch traffic railing installed on the bridge, the installation of a gravity wall, and a pipe rail for the guardrail.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, and sod.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained for the project from the Southwest Florida Water Management District. Right-of-way acquisition is complete. The Agency (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

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.

The Recipient will perform CEI 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.

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews,

investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

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 often 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) Construction contract to be let (Bid Opening) by July 30, 2025.
- b) Construction Duration of 111 days.
- c) Construction to be completed (Final Acceptance) by February 15, 2026.

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:

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing 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.

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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: 450918-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE 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 (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 Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Local Transportation Projects)	\$2,801,787.00	\$639,787.00	\$2,162,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2022-2023	Maximum Department Participation (Local Transportation Projects))	\$-589,417.00	\$-589,417.00	\$0.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
Total Construction Cost		\$2,212,370.00 %	\$50,370.00 %	\$2,162,000.00 %	
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		\$2,212,370.00	\$50,370.00	\$2,162,000.00	

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.

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)
 - Local Transportation Projects, CSFA 55.039

***Award Amount:** \$2,162,000.00

*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>