

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G3063

FPN

450591-1-54-01Recipient: Florida Department of Transportation and Hernando County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 11, 2024 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:

Section 2 Purpose of Agreement. The project limits are revised to read: "the Construction activities of the Anderson Snow Road from Corporate Boulevard to Spring Hill Drive intersection improvements and resurfacing project."

Exhibit A Project Description(s) and Responsibilities and Exhibit C Engineer's Certification of Construction, attached hereto, are modified and superseded the corresponding exhibits of the original Agreement. The milepoints have been modified to beginning point at 2.565 and end point at 3.180 to reflect the new project length of 0.615 miles.

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

Hernando County is requesting to complete an additional 1,250 feet of resurfacing work from the driveway of Butler Heating and Air, Inc. to Spring Hill Drive.

This will directly tie the intersection improvement limits and complete this section of roadway for a smooth and reasonable transition for the residents of and visitors to Hernando County.

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

RECIPIENT:

Hernando County Board of County Commissioners

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jerry Campbell

Title: Chairman

By: _____

Name: Kelli Bradley, P.E.

Title: District Director of Transportation Development

Approved as to Form and Legal Sufficiency

By: _____

Natasha López Perez
Hernando County Attorney's Office

Legal Review: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 450591 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Hernando 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: Total Length: 0.615; RWID 08000017 MP 2.565 to MP 3.180

PROJECT DESCRIPTION: The construction activities of the Anderson Snow Road from Corporate Boulevard to Spring Hill Drive intersection improvements and resurfacing project. The project will expand the intersection including, at a minimum, signalization and turn lanes on all approaches and resurfacing of the roadway from Corporate Boulevard to Spring Hill Drive.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual for Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. The Agency shall implement the project using all applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 - Preliminary Engineering and Design.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department of Transportation Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

For projects with any work on, over, or under the State Highway System, the Agency must contact the Department's District Permits Administrator, David Nicholas to coordinate maintenance permit requirements. He can be reached at david.nicholas@dot.state.fl.us or (813) 975-6000.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work for which Department funding is used.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: <https://pdl.fdot.gov/>

The Agency will submit 100% and final design plans (at a minimum) to the Department for review and approval. Projects with any work on the State Highway System must submit design plans for all project phases.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

1. Right of Way Certification Form
2. Rail Clear Letter
3. Permits Clear Letter
4. Utilities Clear/Coordinated Letter
5. Consultant's Competitive Negotiations Act (CCNA) Clear Letter (Only applicable for a Professional Services Cphase if Department is participating in this phase)
6. Contamination Certification

The Agency shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a Project Environmental Impact Report (PEIR) to support its acquisition of appropriate environmental permits and satisfy other agreements with the Department for portions that are not on Department ROW. The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as a non-major state action (NMSA) project per FDOT's PD&E Manual for portions that are on Department ROW. This documentation must be approved by the Department prior to any construction related activity, including advertisement.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum grant funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (plans, change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice, Exhibit "C," Engineers Certification of Completion, as as-built plans of the project to the Department within 120 days after the completion. Invoices are the 120-

day time period may not be paid.

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) 100% plans and project clears submitted to the Department by 09/14/2023.
- b) Design to be complete and submitted to the Department by 03/13/2024.
- c) Construction contract to be let by 12/02/2024.
- d) Construction to be completed by 09/08/2026.

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:

The Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Hernando County

PROJECT DESCRIPTION: Construction activities of the Anderson Snow Road from Corporate Boulevard to Spring Hill Drive intersection improvements and resurfacing project.

FPID#: 450591-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____, _____ **P.E.**

Name: _____

Date: _____