

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
03/22

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SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D522-070-B

CONTRACT NO.

G2F12

FEDERAL AWARD DATE

11/21/2022, 02/22/2023

FPN

449234-1-38-01

RECIPIENT UNIQUE ENTITY ID SAM NO.

E77FJPLFWEL2

Recipient, Sumter County and the Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on January 13, 2023 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name County Road 466 at County Road 475 Roundabout Length 0.19 miles

Termini N/A

**Description of Work:**

This is a safety improvement project for intersection of County Road 466 and County Road 475 North in Sumter County. The design scope of the project is to convert the existing intersection to a new single lane roundabout per the recommendations from the Safety study. The total length of the project is 0.19 miles (North/Southbound).

For the intersection, roadway improvements will include design of a new single lane roundabout. Design will also include, landscaping the roundabout and signage and pavement markings.

The County (Recipient) shall be responsible for the preparation and submittal of a technical memorandum providing the supporting documentation, as well as any independent reports needed, for all items on the Type 1 Categorical Exclusion (CE) Checklist. The County (Recipient) shall not be responsible for filling out the actual form. Florida Department of Transportation (FDOT) will prepare the checklist using the supplied information. All Principal Investigators for the archaeological, historical, and architectural sections of the Type 1 Categorical Exclusion shall meet the minimum requirements stated in the Florida Administrative Code (Chapter 1A-46) and the Code of Federal Regulations, 36 C.F.R. 61.

Any pedestrian improvements that are designed are to meet ADA guidelines. The design services shall include survey, subsurface utility exploration, and geotechnical work. Utility coordination will be required. Coordination for permitting with Water Management District and Army Corps of Engineers may be anticipated.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding for Design that includes the authorized and encumbered Federal funding on the project shall be increased to an amount equal to the Recipient's design consultant award amount of \$342,518.00. This results in an increase of total design funding by \$131,066.00. The federal funding is to be increased by

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\$131,066.00, which is the difference between previous federal funding of \$211,452.00 and the current federal funding of \$342,518.00. The Local Funds remain \$0.00.

2. Revisions to the federal amount attributed to the amount referenced above are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance, and in Exhibit "E", Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein.
3. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".
4. The Landscape Maintenance is attached and incorporated into this Supplemental Agreement as Exhibit "L".

***The remainder of this page intentionally left blank.***

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Sumter County  
7375 Powell Road  
Wildwood, Florida 34785

FINANCIAL PROJECT NUMBER: 449234-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b> FY: 2022-2023 (LAP) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Design Cost</b>	\$211,452.00	\$131,066.00	\$342,518.00	\$0.00	\$0.00	\$342,518.00
<b>Right-of-Way</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Construction Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total CEI Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$211,452.00	\$131,066.00	\$342,518.00	\$ 0.00	\$ 0.00	\$342,518.00

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 \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT SUMTER COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: "See Attached Signature Page"

Name:

Title:

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

Name: C. Jack Adkins

Title: Director of Transportation Development

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

Legal Review:

\_\_\_\_\_

**LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT  
SIGNATURE PAGE  
(FPN 449234-1-38-01)**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT SUMTER COUNTY

By: \_\_\_\_\_  
Name: Craig A. Estep  
Title: Chairman

By: \_\_\_\_\_  
Name: Bradley Arnold  
Title: County Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM 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  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$342,518.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

## **EXHIBIT “L”**

### **LANDSCAPE MAINTENANCE**

**Paragraph 16** is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called “Project Standards.” Specifically, the Recipient agrees to:
  - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
  - b) Properly mulch plant beds;
  - c) Keep the premises free of weeds;
  - d) Mow and/or cut the grass to the proper length;
  - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
  - f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.