

ECHO GRANT AGREEMENT
REGIONAL TRAIL/EDGEWATER SEGMENT

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Parks, Recreation, & Culture Division has budgeted funds for eligible ECHO projects, and

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “the County”), and THE CITY OF EDGEWATER in the County of Volusia (hereinafter referred to as the “City”, agree as follows:

1. Pursuant to the action of the Volusia County Council taken on August 6, 2015, the County of Volusia shall designate funds not to exceed \$1,135,877, to be held for funding of the design and construction of the Regional Trail/Edgewater Segment, and any other requirement made a part of this agreement.
2. The funds will be made available to the City, with expenditures reimbursed once paid invoices have been submitted and verified, unless otherwise agreed upon by the County, only if the City has maintained all project requirements and upon the City producing:
 - a. A Monthly Project Report with a Reimbursement Request Form with backup documentation will be submitted with all draw requests.
3. Ten (10) percent of the grant funds will be withheld until the total project and final draw request are submitted.
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, unless otherwise approved by the County.

5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension. The ECHO funds must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365 day period. Extensions beyond the 730 day period may restrict the City or any other organization from applying for additional ECHO project funding or phase of this project until this current agreement is concluded. To be considered for an extension, a written request must be sent to the Parks, Recreation, & Culture ECHO Program Manager prior to sixty (60) days of the grant agreement expiration date and must state the reasons for the request and provide a new completion date. The County will notify the City in writing within thirty (30) days of receipt of the request for extension approving or denying said request.
6. The City agrees to conduct the project according to the plans and specifications as approved by County of Volusia . All major deviations and/or changes in scope or venue must receive prior written approval of the Volusia County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program Manager. Such approval shall not be unreasonably withheld.
7. This is one-time reimbursement grant and this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. The City shall maintain the site/facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in this agreement. This project shall remain open and in operation for a period of two (2) years.
9. There will be no reimbursement for obligations or expenditures made prior to the execution of this agreement. City shall not encumber any ECHO project funds without a Notice to Proceed.
10. To the extent allowed by law, the City agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project.
11. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4' x 8' exterior sign shall be placed in a prominent public location. See "Exhibit A" for design and wording.

- b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See "Exhibit B" for design, wording, and material.

Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program Manager for approval. The ECHO Program Manager will respond in writing within fourteen (14) days after receipt of a written request from the City.

- 12. The City shall provide a program report annually over the agreement period in a format directed by the County.
- 13. The City of Edgewater agrees to provide proof of a payment and performance bond, naming the County of Volusia as co-oblige, for all contracted work prior to commencement of construction activities.
- 14. The City agrees to be responsible for and comply with all local, State, and Federal permits and laws.
- 15. For trails and projects on public lands not owned by the applicant or its lessor: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council, the public right of continuing access and undisturbed use shall be provided by a recorded easement to which the applicant is party. Proof of such easement shall be provided to Volusia County prior to commencement of construction activities.
- 16. The City will ensure public access upon completion of the project.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this <day> of <month>, <year> .

COUNTY COUNCIL
WITNESSES

Witness

Witness

COUNTY OF VOLUSIA, FLORIDA

County Chair – Jason P. Davis

Attest County Manager – James T. Dinneen

GRANTEE SIGNATURES

WITNESSES (Two):

GRANTEE

Signature Witness

Name of Organization

Printed Name of Witness

Signature Authorized Official

Signature Witness

Printed Name of Authorized Official

Printed Name of Witness

Title of Authorized Official



COST ESTIMATE

for

Trail: Dale Ave to 10th Street at DSC

November 2015

	ITEM	QTY	UNIT	UNIT COST	ITEM COST
A. Concrete Trail: Dale Ave to Rotary Park					
120-6	Earthwork, +/-24in Fill & Recontour	1,244	CY	\$15	\$18,667
522-1	4" Sidewalk @ 8ft Wide	933	SY	\$32	\$29,867
520-1-10	Concrete Curb & Gutter, Type F	1,050	LF	\$20	\$21,000
Part A Subtotal					\$69,533
B. Asphalt Trail (incl Elevated Boardwalk) - Per County Estimate 03-Aug-2015					
101-1	Mobilization	5%	PCT	\$587,305	\$29,365
102-1	Maintenance of Traffic	3%	PCT	\$587,305	\$17,619
104-10-3	Sediment Barrier	14,000	LF	\$1.50	\$21,000
104-18	Inlet Protection System	8	EA	\$89.50	\$716
110-1-1	Clearing and Grubbing	1	LS	\$50,000	\$50,000
120-1	Regular Excavation	1	LS	\$50,000	\$50,000
120-6	Embankment	1	LS	\$40,000	\$40,000
160-4	Type B Stabilization (8")	14,250	SY	\$3.60	\$51,300
285-704	Optional Base, Group 4	8,535	SY	\$13	\$113,089
334-1-13	Asphaltic Conc., SP-9.5 @ 1.25"	590	TN	\$120	\$70,800
425-1-551	Inlets, Ditch Bot, Type E, <10ft	8	EA	\$4,175	\$33,400
430-175-124	Pipe Culvert, Opt Matl, Round 24" S/CD	160	LF	\$65	\$10,400
470-1	Structural Treated Timber Boardwalk (600LF)	1	LS	\$75,000	\$75,000
515-2	Rail Fence	1,300	LF	\$30	\$39,000
570-1-2	Performance Turf (Sod)	14,000	SY	\$2.15	\$30,100
999-1	Signing & Pavement Marking	1	LS	\$2,500	\$2,500
Part B Subtotal					\$634,289
Construction Subtotal					\$703,822
	Construction Engineering & Inspection	10%	PCT	\$703,822	\$70,382
	Contingency	20%	PCT	\$703,822	\$140,764
CONSTRUCTION TOTAL					\$914,969
C. Pre-Construction: Survey, Environmental, Engineering, Legal, Permitting					
	Geotechnical and Environmental Assessment	1	LS	\$12,500	\$12,500
	Topographic & Tree Survey	1	LS	\$17,750	\$17,750
	Design Engineering Services (to be provided by City of Edgewater staff)	1	LS	\$0	\$0
	Cosntruction Document Preparation	1	LS	\$15,000	\$15,000
	Permitting	1	LS	\$7,500	\$7,500
	Bidding & Contract Administration (to be provided by City of Edgewater staff)	1	LS	\$0	\$0
	Boundary Survey, Legal Description, & Other Legal Fees	1	LS	\$20,000	\$20,000
PRE-CONSTRUCTION SERVICES					\$72,750
	Contingency	15%	PCT	\$987,719	\$148,158
PROJECT TOTAL					\$1,135,877