RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY OF EDGEWOOD, FLORIDA, APPROVING QUIET ZONE IMPROVEMENT AGREEMENT AMENDMENT NUMBER 1 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF QUIET ZONES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood ("City") and the State of Florida Department of Transportation ("FDOT") desire to facilitate the construction of Quiet Zone improvements within the City; and

WHEREAS, FDOT and City entered into an agreement for Quiet Zone improvements on June 22, 2015; and

WHEREAS, FDOT and City wish to amend the June 22, 2015 agreement; and

WHEREAS, FDOT is prepared in accordance with its Adopted Five Year Work Program to undertake and complete the project described as the design and construction of Quiet Zone improvements, in Fiscal Year 2016/2017, which project is identified as FM# 436014-1-52-09; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Edgewood to execute and deliver to FDOT 'Quiet Zone Improvement Agreement Amendment Number 1' attached to this Resolution.

NOW, THEEFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA AS FOLLOWS:

SECTION 1. APROVAL AND AUTHORIZATION. The City Council hereby approves and authorizes the Mayor of the City of Edgewood, to execute and deliver to FDOT 'Quiet Zone Improvement Agreement Amendment Number 1' attached to this Resolution.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED by the City Council of the City of Edgewood, Florida on the 19th day of July, **2016.**

John Dowless, Council President

ATTEST:

Bea L. Meeks, MMC, CPM, CBTO
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

QUIET ZONE IMPROVEMENT AGREEMENT
AMENDMENT NUMBER 1

EXECUTION DATE:_____

Agency: City of Edgewood **Vendor No.: F591282305003**	**Fund: LF** **Contract Amount: $306,260.00**	**Financial Management Number:** **436014-1-52-09**

The terms of the original Quiet Zone Improvement Agreement (herein "Original Agreement") between the STATE OF FLORIDA and the CITY OF EDGEWOOD for the Project referred to as Quiet Zones for SunRail within the city limits of the City of Edgewood, executed on **June 22, 2015**, are hereby amended as follows:

WITNESSETH:

WHEREAS, the AGENCY, by Resolution, a copy of which is attached hereto as Exhibit "D", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, The DEPARTMENT is prepared in accordance with its Adopted Five Year Work Program, to undertake and complete the project described as the design and construction of Quiet Zone Improvements, in Fiscal Year 2016/2017, which project is identified as FM# 436014-1-52-09 (the "Project" or "Quiet Zone Improvements"); and

WHEREAS, in order to accomplish the Quiet Zone Improvements the DEPARTMENT will design and construct the work described in Exhibit "A-1" and "A-2" hereto and the cost for said work will be allocated consistent with Exhibit "B" attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of the Amended Agreement, the parties agree as follows:

1. Paragraph 4 of the Original Agreement is hereby deleted in its entirety and is replaced by the following:

4. Contribution by the AGENCY of the funds for the Quiet Zone Improvement Project shall be made as follows:

(A) The Parties agree the estimated total cost of all work required for the Quiet Zone Improvements is **$967,281.00 (Nine Hundred Sixty Seven Thousand Two Hundred Eighty One Dollars and 00/100),** herein "Project Estimate" for the Quiet Zone Improvements. To assist the AGENCY with funding for the Quiet Zone Improvements, the DEPARTMENT is prepared to provide, **$661,021.00 (Six Hundred Sixty One Thousand Twenty One Dollars and No/100).** The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the AGENCY to that effect. Upon termination of this Agreement, the DEPARTMENT shall return to AGENCY all unexpended AGENCY funds.

(B) The AGENCY has previously furnished the DEPARTMENT an advance deposit in the amount of **$306,260.00 (Three Hundred Six Thousand Two Hundred Sixty Dollars and No/100)**. Deposit of the Agency's funds have been made to the Department of Financial Services, Division of Treasury as Escrow Agent pursuant to the terms of a Three Party Escrow Agreement entered into on July 2, 2015.

(C) The AGENCY will provide roadway construction work associated with and necessitated by the Quiet Zone construction work, herein referred to as "civil work". The civil work required for each crossing is described in Exhibit "A-2" as "to be constructed by Locals" on said Exhibit. The LOCAL GOVERNMENT agrees that it, through its construction staff or through a qualified contractor, it will provide for all civil work, including providing maintenance of traffic services concerning the same. The AGENCY shall coordinate construction work to be provided by its construction staff directly with the DEPARTMENT. The DEPARTMENT agrees to coordinate its Project construction activities with the AGENCY and to work in good faith with the AGENCY to generate a reasonable Project construction schedule to incorporate the AGENCY's construction work under this paragraph. In the event of Project delays, the DEPARTMENT and AGENCY agrees to work in good faith to make scheduling changes (including reasonable time extensions and resequencing of work) to accommodate any Project delays. The AGENCY shall assure that all AGENCY staff and contractors working within the SunRail corridor have full and adequate training, including but not limited to, (Roadway Worker Protection Training,) as determined by the DEPARTMENT to work within the corridor and shall further assure that AGENCY provides Railroad Protective Liability Insurance at the levels described in Exhibit "C" hereto. Additionally, the LOCAL GOVERNMENT shall provide Commercial General Liability Insurance in the type and amounts also described in Exhibit "C" hereto.

(D) The DEPARTMENT will utilize the cash deposit from the AGENCY for payment of the cost of the Quiet Zone Improvements as described in Exhibit A hereto.

(E) Both parties further agree that in the event the Quiet Zone Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the AGENCY for construction of the Quiet Zone Improvements will be returned to the AGENCY.

(F) If the accepted bid amount is in excess of the advance deposit amount, the AGENCY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount. The DEPARTMENT will notify the AGENCY as soon as it becomes apparent the accepted bid amount is in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. If the AGENCY cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating when the deposit will be made. The AGENCY understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) Should project modifications occur that increase the AGENCY's share of total project costs, the AGENCY will be notified by the DEPARTMENT accordingly. The AGENCY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the project. The DEPARTMENT shall notify the AGENCY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify

the AGENCY shall not relieve the AGENCY from its obligation to pay for its full participation. Funds due from the AGENCY during the project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(H) If the actual cost of the project is less than the funds provided the excess will be applied to other phases on the project.

I) Contact Persons:

Florida Department of Transportation

Teresa R. Hutson
Program Coordinator
719 South Woodland Boulevard, MS 4-520
De Land, Florida 32720
PH: (386) 943-5486
teresa.hutson@dot.state.fl.us

Agency

Ray Bagshaw, Mayor
405 Larue Avenue
Edgewood, Florida 32809
PH: (407)851-2920
rbagshaw@edgewood-fl.gov

3. Exhibit "A", Scope of Services, is hereby deleted and replaced with Attachment "1" to this Amendment. Attachment "1" includes Exhibits "A-1" and "A-2".

4. Exhibit "B", Summary of Estimated Bid Prices for Quiet Zone Improvements", is hereby deleted and replaced with Attachment #2 to this Amendment.

5. Exhibit "C", Insurance Requirements, is attached hereto as Attachment #3

6. Except as hereby modified, amended or changed, all of the terms and conditions of the Original Agreement thereto will remain in full force and effect.

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

CITY OF EDGEWOOD

By: Ray Bagshaw

Name: RAY BAGSHAW

Title: mayor

Attest:

P Meeks

Legal Review:

for

City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____

Name:_____

Title:_____

Attest:

_____

Legal Review:

_____

Financial Provisions Approval by
Department of Comptroller on:

_____

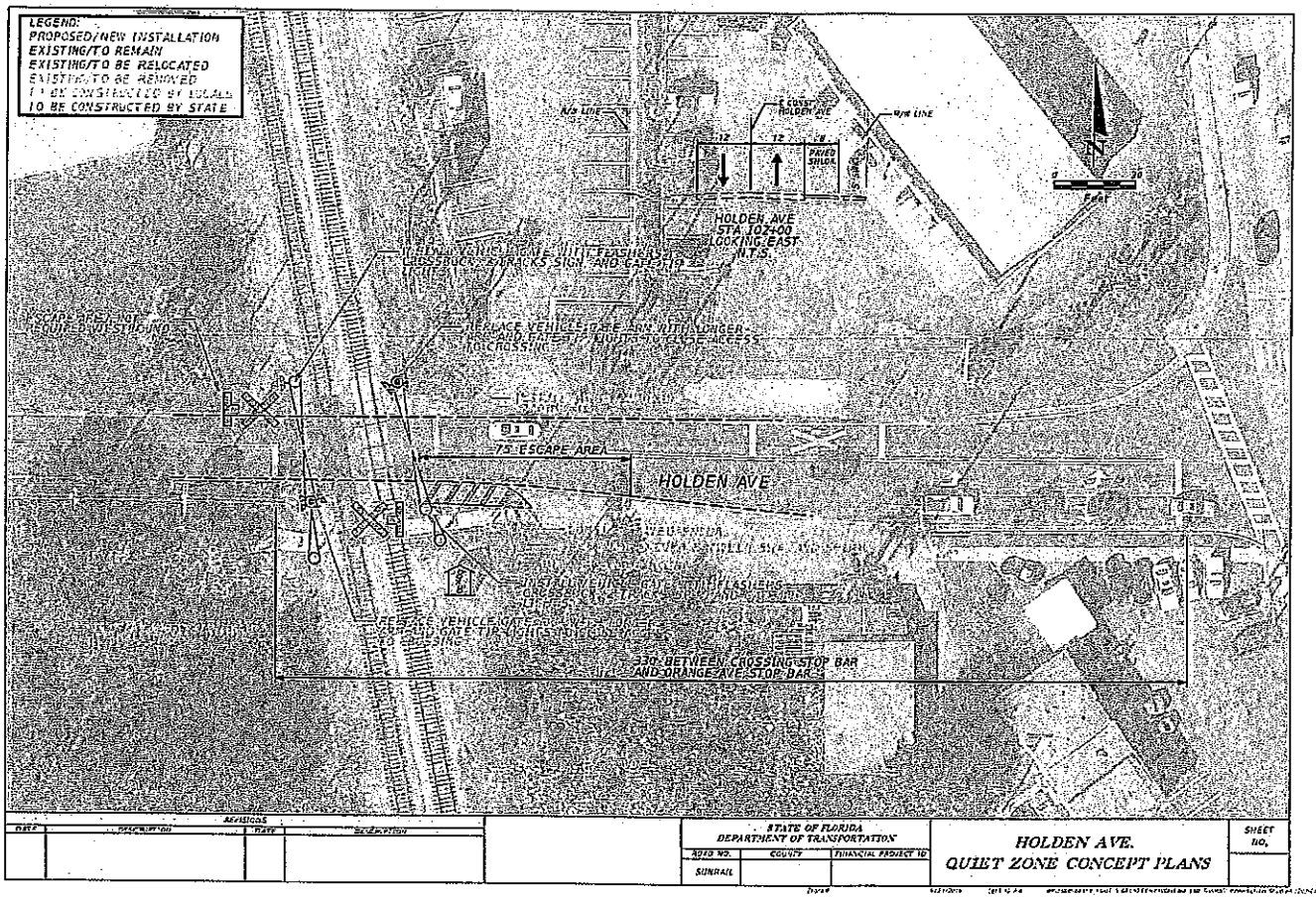
Attachment "1"

Exhibit "A-1"

Scope of Services
FM#: 436014-1-52-09
City of Edgewood Quiet Zones

622311U	793.57	W. Holden Ave.	Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. Replace vehicle gate arms with longer arm in the NE and SW quadrants. Install 1 new GE IXC-20S Personality Module or approved equal and 1 GE XIP-20B Interface Panel and Mounting Bracket or approved equal. Upgrade B/G rectifier 40A and 360AH battery. Plans show mast in SW Quad to be relocated by color key but not called out anywhere.
622312B	794.07	Jamaica Ln	Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. Install new 8x8 crossing bungalow with XP-4 Nine Slot Chassis or approved equal, 2 GE XTI-1S Personality Modules or approved equal, and 2 GE VIO-86S Personality Modules or approved equal. Upgrade B/G rectifier 40A and 360AH battery.
622313H	794.31	Stratemeyer Rd.	Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants. Install 1 new GE IXC-20S Personality Modules or approved equal and 1 GE XIP-20B Interface Panels and Mounting Brackets or approved equal. Upgrade B/G rectifier 40A and 360AH battery.
622314P	794.53	Mary Jess Rd.	Install 2 new vehicle exit gate assemblies with flashers, gate tip lights, crossbuck signs, and track number signs in the SE and NW quadrants.. Install 1 new GE IXC-20S Personality Modules or approved equal and 1 GE XIP-20B Interface Panels and Mounting Brackets or approved equal. Upgrade B/G rectifier 40A and 360AH battery.

Exhibit "A-2"



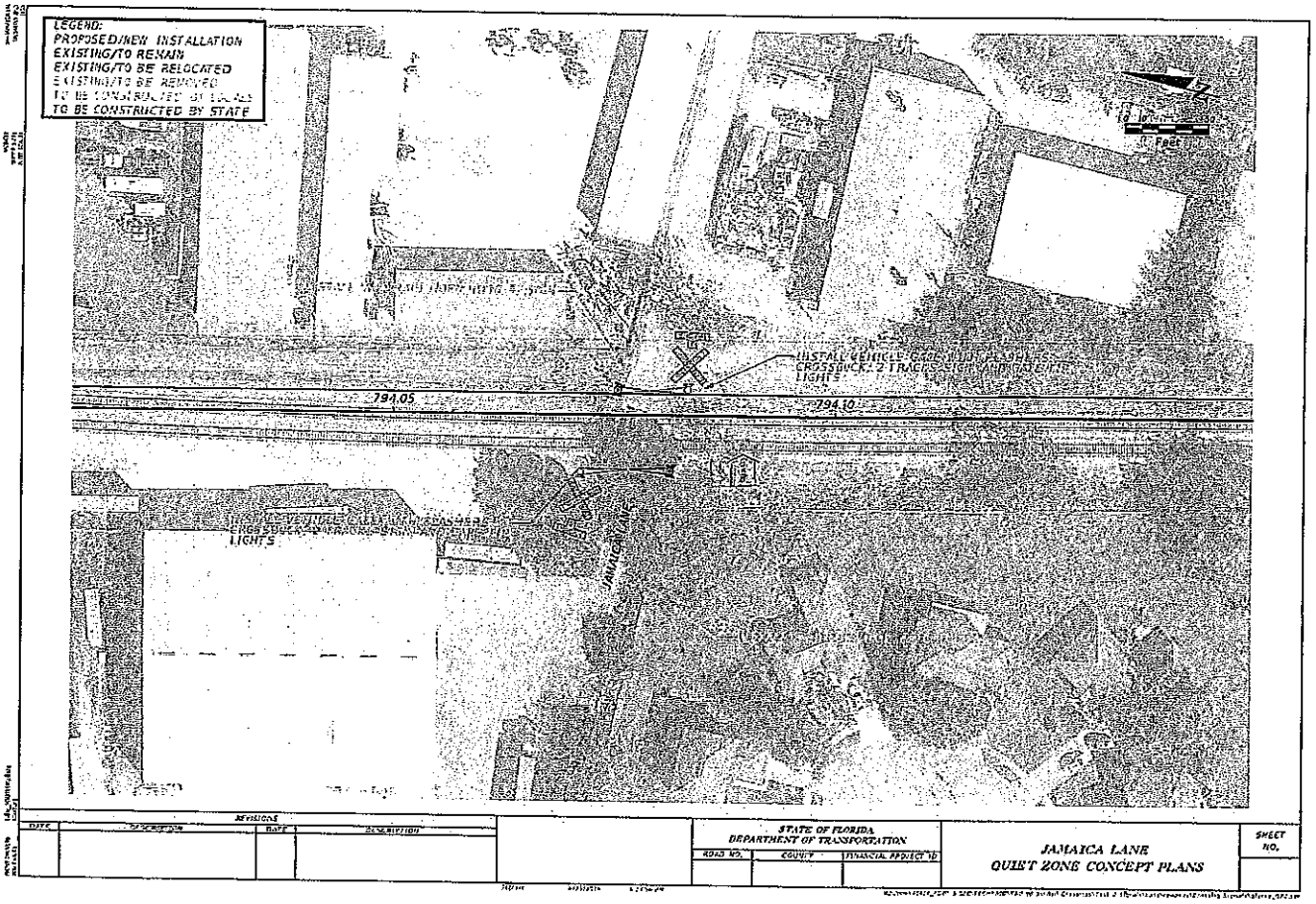
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SUNRAIL		

HOLDEN AVE.
QUIET ZONE CONCEPT PLANS

SHEET NO.



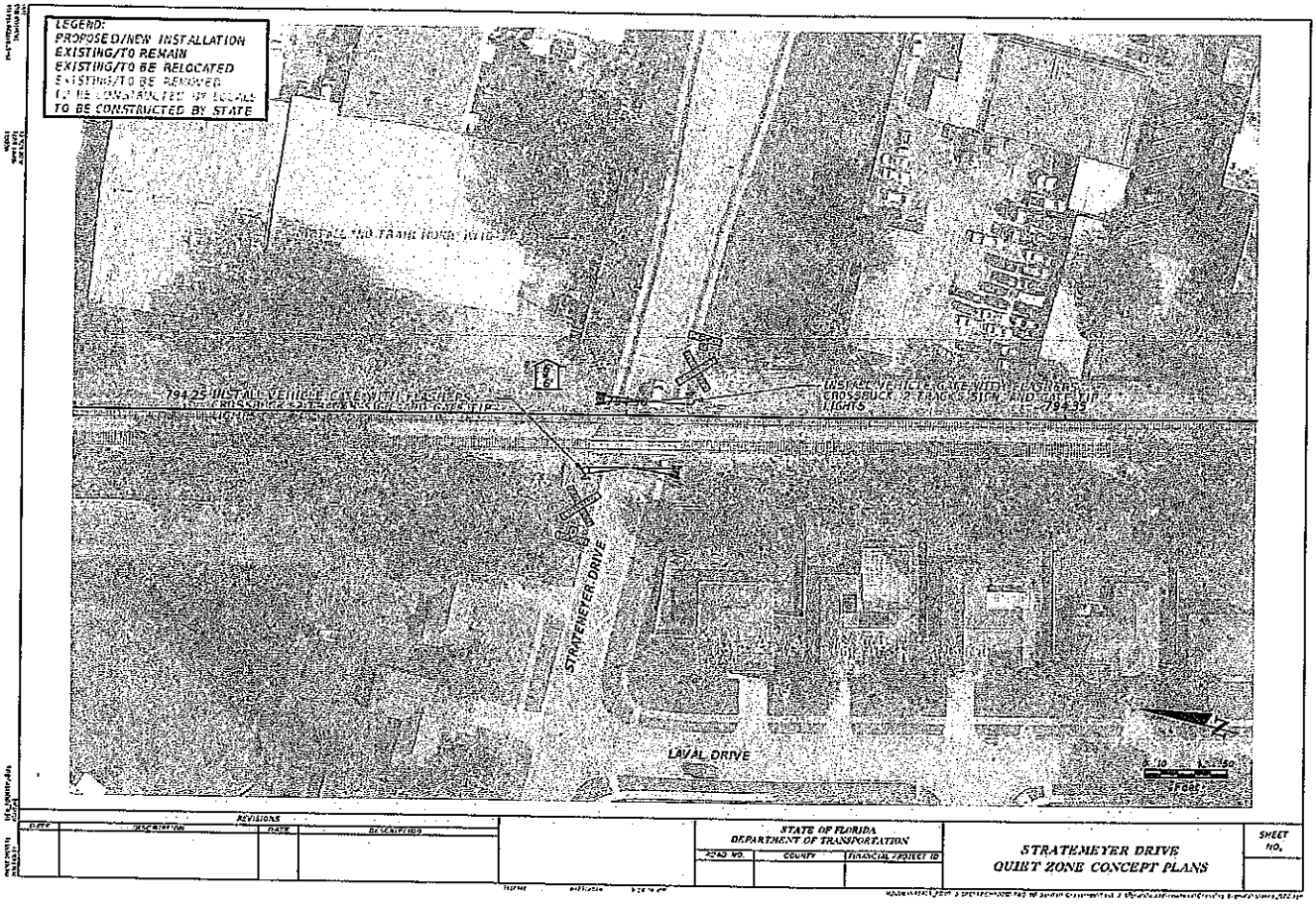
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

JAMAICA LANE
QUIET ZONE CONCEPT PLANS

SHEET NO.



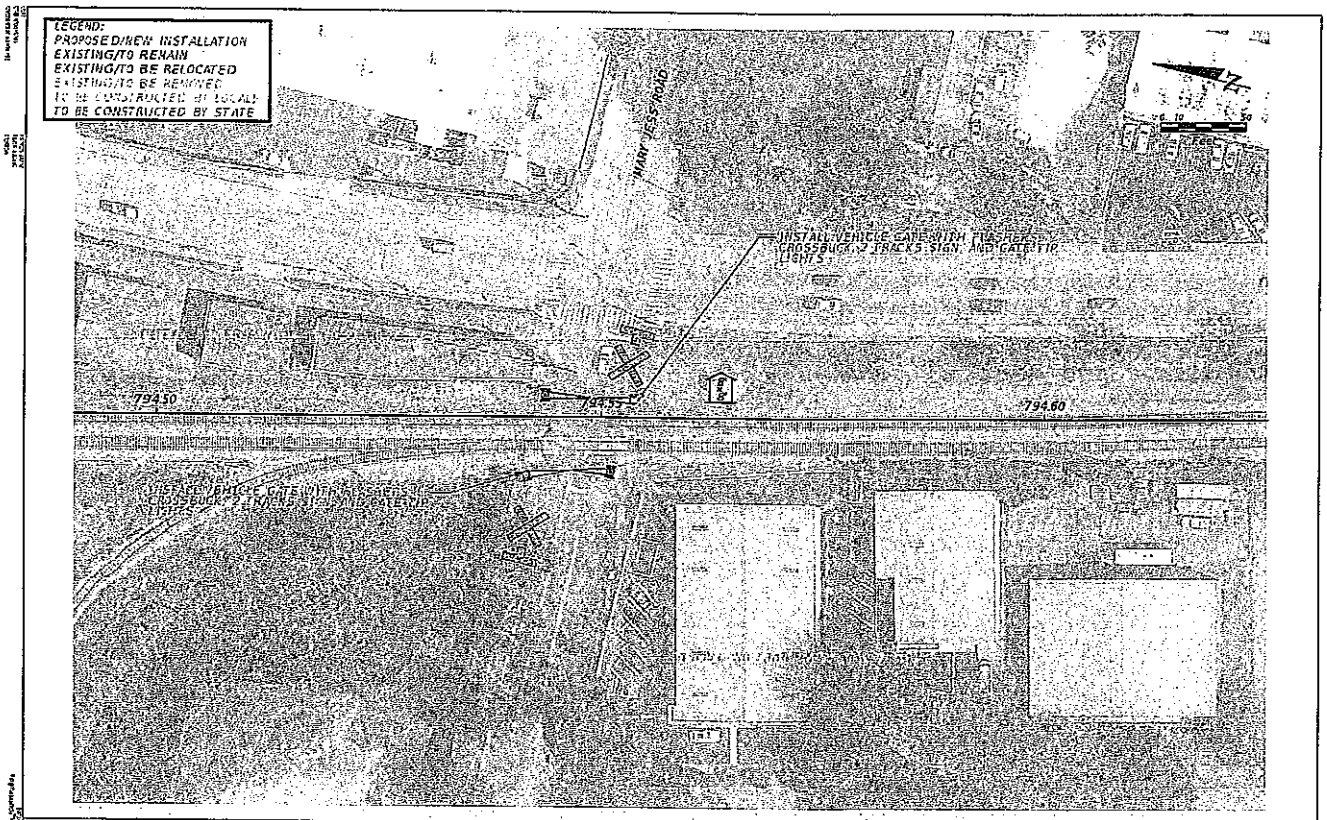
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

STRATEMEYER DRIVE
QUIET ZONE CONCEPT PLANS

SHEET NO.



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

MARY JESS ROAD
QUIET ZONE CONCEPT PLANS

SHEET NO.

Attachment "2"

Exhibit "B"

Estimate
FM#: 436014-1-52-09

SUMMARY OF ESTIMATED BID PRICES FOR QUIET ZONE IMPROVEMENTS

Crossing Name	**Signal Improvement Estimate**
Holden Ave.	$205,756
Jamaica Ave.	$345,329
Stratemeyer Dr.	$212,626
Mary Jess Rd.	$203,570
Total Estimated Cost	**$967,281**
FDOT Funds	($661,021)
Prior Local Funds Deposited	($306,260)
Total Additional Funds	**-$0-**

Attachment "3"

Exhibit "C"

Insurance Requirements

FM#: 436014-1-52-09

QUIET ZONE IMPROVEMENTS

7-13 Insurance.

7-13.1 Workers' Compensation Insurance: Provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department, the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the

execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the Department is the Named Insured, and the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, are each an Additional Insured, and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

7-13.4 Insurance for Protection of Utility Owners: When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department, the Central Florida Commuter Rail Commission, Volusia County, Seminole County, Orange County, Osceola County, and City of Orlando, each in the State of Florida, to be each made an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.