

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



Tuesday, August 11, 2020
6:00 PM

City Hall
Commission Chambers
Via Zoom

City Commission

Mayor Ronte R. Harris ~ District III
Mayor Pro-Tem Angela G. Sapp ~ District II
Commissioner Keith A. Dowdell ~ District I
Commissioner Freida Bass-Prieto ~ District IV
Commissioner Anessa A. Canidate ~ District V

"An All American City in the Heart of Florida's Future"



**City of Quincy, Florida
City Commission Meeting**

AMENDED AGENDA

**August 11, 2020
6:00 P.M.**

City Hall Commission Chambers Via Zoom

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Items for Consent by the Commission

1. Approval of Minutes of the July 22, 2020 Special Meeting
 - Dr. Beverly Nash, Interim City Clerk
2. Approval of Minutes of the July 28, 2020 Regular Meeting
 - Dr. Beverly Nash, Interim City Clerk
3. Reappointments to the Planning and Development Review Board
 - Jack L. McLean, City Manager
 - Bernard Piawah, Building and Planning Director
4. Residential Sales Analysis
 - Jack L. McLean, City Manager
 - Marcia Carty, Finance Director

Proclamations

Public Hearings and Ordinances as Scheduled or Agendaed

5. Ordinance 1115-2020 – Amending the Retirement Savings Plan on Second Reading
 - Jack L. McLean Jr., City Manager
 - Ann Sherman, Human Resources Director

Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)

Resolutions

Reports by Boards and Committees

Reports, Requests and Communications by the City Manager

6. FDOT Agreement and Resolution - Illumination Upgrades (Adams Street North of US 90)
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director

7. Review/Approval of Design and Survey for the SCOP Resurfacing of South Stewart Street
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director
 - Reggie Bell, Public Works Director

8. Contract with Sun Coast Electric for the Circle Drive Sewage Lift Station Upgrade
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director

- ~~9. New City Clerk's Contract~~
 - ~~• Jack L. McLean Jr., City Manager~~
 - ~~• Gary Roberts, City Attorney~~
 - ~~• Ann Sherman, Human Resources Director~~

Comments

a) **City Manager**

- Florida League of Mayors/Business Watch City Catalyst Grant

b) **City Clerk**

c) **City Attorney**

d) **Commission Members**

Comments via Email from the Audience

Executive Session

10. EXECUTIVE SESSION pursuant to Section 286.011(8), F.S: Daniel McMillan vs. City of Quincy. **Session not open to the public.**

Adjournment

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.

CITY COMMISSION
Wednesday, July 22, 2020
5:10 P.M. (Eastern)

VIRTUAL SPECIAL MEETING
QUINCY, FLORIDA 32351

CITY COMMISSION VIRTUAL SPECIAL MEETING MINUTES

The City of Quincy City Commission met in a virtual special session, Wednesday, July 22, 2020, with **Mayor Commissioner Harris** presiding and the following commissioners present:

Commissioner Anessa A. Canidate, District 5
Commissioner Keith A. Dowdell, District 1
Commissioner Freida Bass-Prieto, District 4
Commissioner Angela G. Sapp, Mayor Pro-Tem, District 2

City Staff:

Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney
Chief Glenn Sapp, Police Department and Sergeant-at-Arms
Dr. Bernard Piawah, Director, Building and Planning Department
DeCody Fagg, Director, Parks and Recreations Department
Reggie Bell, Director, Public Works Department
Chief Curtis Bridges, Fire Department
Ann Sherman, Director, Human Resources and Customer Services
Dr. Beverly Nash, Grants and Interim City Clerk
Vancheria Perkins, Executive Assistant to the City Manager
Robin Ryals, Director, Utilities Department
Marcia Carty, Director, Finance Department
David Rittman, IT, Administrator
Rob Nixon, Administrator, CRA
Jim Southerland Sr., Administrator, WQTN-13

The virtual special meeting was recorded, televised and transmitted by way of a live webcast on the City of Quincy's Facebook page, TV Channel (WQTN-13), Zoom Communication and Video Conferencing Platform. (Please note: Read-Only Digital Formatted Documents/Media Are Public Records.)

Called to Order

Mayor Harris called the special meeting to order at 5:10 pm with the roll call.

Summary of Special Meeting Discussion Items

Youth Violence – Recent Crime Activities

Chief Sapp summarized the current situation in the City. He recapped a conversation that he had with Jack Campbell, State Attorney regarding the recent shootings in Quincy. He expressed that across the Second Judicial Circuit everyone is experiencing the same occurrences. He described particular incidents of violence happening in Chicago and Tallahassee. Since 2015, Quincy has had ten murders; most of the cases have been solved. Since January 2018, Quincy has had 161 shooting incidences, i.e., someone heard shoots and the police did not find anything to those who were victims of a shooting incident. Of the 161 shooting incidences, 19 resulted in a person being shot. Chief Sapp relayed his thoughts about the causes of gun violence, for example, illegal drug sales and usage, gun proliferation, gangs, poverty and high school dropouts, dysfunctional families, COVID-19, and apathy and lack of community involvement.

Additional changes to the Police Department will be presented at the upcoming budget meetings.

Commissioner/Mayor Pro-Tem Sapp provided heartfelt expressions of the shooting that had occurred in her district. In addition, she expressed that we have to do something to get the neighborhoods under control. “There are multiple factors influencing criminal activities within the City. . .” In addition, she expressed the apparent lack of respect for law enforcement. There is a need to reach out to the very agencies that can help us. She encouraged the citizens of Quincy to “if they see something, to say something”.

Mayor Harris appointed Commissioner/Mayor Pro-Tem Sapp to take the lead on the violence crime initiative, providing recommendations and working with the City Manager and Chief Sapp, Police Department on behalf of the Commission.

Summary of Discussions by Commissioners

Commissioner Dowdell expressed his support of the work that needs to be done regarding violence in Quincy. His observations regarding the reasons for the increased in violence, i.e., youth are not in school and something stems from the neighborhoods/community.

Commissioner Bass-Prieto added additional factors as expressed by Chief Sapp, i.e., hopelessness and trauma. She suggested that Quincy needed to use all the state, federal and local resources that exist. In addition, she expressed that the actions need to be a long-term commitment to change; addressing root causes and issues that young people are facing before that get old enough to commit violence.

Commissioner Canidate concurred with Commissioner Bass-Prieto and expressed that Quincy need to create involvement, organizations and a sense of community whereby parents can speak up.

Commissioner/Mayor Pro-Tem Sapp stated in a Facebook page narrative, she challenged the parents. She thanked the Mayor for formally appointing her to the initiative/taskforce.

Mayor Harris requested more information/a report regarding the coordinated effort of law enforcement, i.e., Sheriff Department and what that is going to look like.

COVID-19 Closing and Reopening

Summary of Discussions by Commissioners and City Staff

The City Manager explained there has been a pike in the number of positive cases in Gadsden County; the City has 5% of its staff who have tested positive for COVID-19. These confirmed positive cases have affected the workload of the city staff, creating challenges.

City Manager McLean reviewed expenditure costs incurred by the City because of COVID-19. To date, the city has expended over \$600,000. The city plans to seek reimbursement under the CARES Act. Under the Gadsden County's receipt of CARES Act funding, the City has outlined programs submitted to be included in the funding to municipalities, i.e., Anti-violence Youth Campaign (\$100,000), Law Enforcement PPEs and body cameras (\$40,000), Public participation (\$50,000), Utility Assistant Program (\$15,000), Non-Profit Support (\$50,000) and Gadsden Community Health Council, Inc. (\$50,000).

In the Gadsden County CARES Act and Implementation Plan, the county has been allocated \$1,991,829.00 (25%), remaining \$5,975,487.00 (75%). Eligible expenditures must be between March 1 and December 30, 2020. The municipal pass-through funding is \$1,517,316.00. Quincy's per capital allocation is \$258,095.45 based on the 2010 Census and 2019 Census Estimation representing a 42.54% of the allocation.

City Manager McLean requested that the commission address the costs that the city has already spent vs what the county represents as the allocation; taking the position that the city should get back every amount that it has expended. In addition, the issues of the administrative costs of approximately \$1 million taken off the top by the Integrity Group. The consulting company for Tallahassee who received \$52 million in funding is requesting the same amount (\$1 million) as the consulting company hired by Gadsden County who is getting approximately \$8 million in funding.

The City Manager recommended a change in the commission-meeting schedule whereas the County is meeting regularly in order to give real time responses.

Chief Sapp commented that Quincy's population is almost as great as all the municipalities combined and therefore, should have a greater share of the funding.

The City Manager recommended that the commission sent a letter to the Gadsden County Commission expressing its view regarding the COVID-19/CARES Act allocation, outlining the monies spent, including policing costs.

Commissioner Bass-Prieto suggested when making the case for Quincy, emphasize that Quincy is the County seat and provide resources for the surrounding areas and citizens who come into the city.

City Manager McLean recognized that Quincy is the magnet that draws everyone together, serving the territorial utility area, and services to the entire county, i.e., governmental offices, property taxes, court system, Sheriff Department, etc.

The City Manager recommended the commission authorize the Mayor to sign a letter to Gadsden County Commission regarding the CARES Act funding.

Commissioner Bass-Prieto motioned to authorize City Manager McLean to develop a letter to the County Commission for additional funds from the CARES Act, seconded by Commissioner Dowdell.

The motion carried 5 to 0.

COVID-19 Notice to Funeral Home Directors and Owners

The City Manager sent out on July 14 a COVID-19 notice to all funeral homes in the city. The notice underlined situations with repasses and gatherings at cemeteries that have not been complying with Executive Orders' requirements. There have been public complaints about repasses and gatherings being more than 10 and those in attendance not wearing masks in public.

A meeting has been scheduled for next Tuesday (11:00 am) with all directors and owners to talk about the requirements per the Executive Orders.

City Manager McLean recommended that the commission institute an ordinance for emergency situations outlining fines and/or penalties for non-compliance. In addition, Mayor Harris recommended a temporary scheduling plan for the cemeteries.

Mayor Harris requested that the City Manager provide to the commission an explanation of its authority/options in emergency situations in regards to enforcement, i.e., stay at home orders, curfews, etc. He expressed a concern for the numbers in the County and City. Mayor Harris suggested the city be proactive on this COVID-19 pandemic.

The City Manager stated he had requested by way of the County Chair to convene a meeting regarding the reopening of the schools.

Commissioner/Mayor Pro-Tem Sapp questioned DeCody Fagg, Director, Parks and Receptions, is the children practicing for little league football and why? The current procedures are to take temperatures, no equipment is being used, and have parents sign a COVID-19 form and practice social distancing.

There being no further business to discuss, therefore the virtual special meeting adjourned at 7:15 pm with motion from Commissioner Sapp, seconded by Commissioner Bass-Prieto.

Please Note: Upon approval by the City Commission, the official copies of commission meeting minutes are on file with the Office of the City Clerk.

Submitted by: Dr. Beverly A. Nash, Interim City Clerk

APPROVED:

Ronte Harris, Mayor and Presiding
Officer of the City Commission and of
the City of Quincy, Florida

ATTEST:

Dr. Beverly A. Nash, Interim City Clerk per
Clerk of the of Quincy, Florida
Clerk of the City Commission thereof

CITY COMMISSION
Tuesday, July 28, 2020
6:01 P.M. (Eastern)

VIRTUAL REGULAR MEETING
QUINCY, FLORIDA 32351

CITY COMMISSION VIRTUAL REGULAR MEETING MINUTES

The City of Quincy City Commission met in a virtual regular session via Zoom Communication and Video Conferencing, Tuesday, July 28, 2020, with **Mayor/Commissioner Ronte Harris** presiding and the following commissioners present:

Commissioner Anessa A. Canidate
Commissioner Keith A. Dowdell
Commissioner Freida Bass-Prieto
Mayor Pro-Tem/Commissioner Angela Sapp

City Staff and Guest:

Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney
Chief Glenn Sapp, Police Department and Sergeant-at-Arms
Dr. Bernard Piawah, Director, Building and Planning Department
DeCody Fagg, Director, Parks and Recreations Department
Reggie Bell, Director, Public Works Department
Chief Curtis Bridges, Fire Department
Ann Sherman, Director, Human Resources and Customer Services
Dr. Beverly Nash, Grants and Interim City Clerk
Vancheria Perkins, Executive Assistant to the City Manager
Robin Ryals, Director, Utilities Department
Marcia Carty, Director, Finance Department
David Rittman, IT, Administrator
Rob Nixon, Administrator, CRA
Jim Southerland Sr., Administrator, WQTN-13 TV

Jolinda Herring, Bond Counsel

The virtual regular meeting was recorded, televised and transmitted by way of the City of Quincy's Facebook page, TV Channel (WQTN-13) and Zoom Communication and Video Conferencing. (Please note: digital formatted documents/media are public records.)

1. Called to Order:

Mayor/Commissioner Harris called the virtual regular meeting to order at 6:01 pm. Invocation provided by Rev. Robin Ryals. Pledge of Allegiance led by Mayor/Commissioner Harris. Roll call requested by Mayor/Commissioner Harris.

2. Approval of Agenda

Motion to approve agenda with #9 Resolution 1408-2020 moved to beginning of meeting by Commissioner Dowdell, seconded by Mayor/Commissioner Harris.

The motion carried 5 to 0.

Resolution

Resolution 1408-2020 – Solar Array Project Loan and Grant from Florida Department of Environmental Protection (DEP) • Jack L. McLean Jr., City Manager, Marcia Carty, Finance Director and Jolinda Herring, Bond Counsel

RESOLUTION 1408-2020

A RESOLUTION OF CITY OF QUINCY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Summary of Discussions by Staff, Guest and Commissioners

This was a request for the approval of Resolution 1408-2020 and the Agreement relating to the loan and grant from the Florida Department of Environmental Protection (“DEP”) under the State Revolving Fund.

On November 20, 2018, the City Commission approved Resolution 1383-2018 for approval of a loan from DEP for the design activities and construction of the solar array project (the “Project”). DEP requested that the City enter into an agreement to provide for the details of the loan and grant. Pursuant to the Agreement, the City will receive grant funds for \$214,297.

Ms. Herring summarized the documents as an agreement for the approved state revolving loan funds. Efforts started back in 2018 with the adoption of the resolution. The current documents compliments that original resolution.

Commissioner Bass-Prieto questioned the present of information about grant in the resolution. Ms. Herring referred to the section of the agreement that specifically spelled out the loan i.e., Article II, Section 2.03.

Mayor/Commissioner Harris called for a motion on Resolution 1408-2020. Commissioner Dowdell motioned to approve Resolution 1408-2020, seconded by Commissioner Canidate.

The motion carried 5 to 0.

3. Items for Consent by Commission

- **Consent Agenda**

- Approval of Minutes of the July 14, 2020, Virtual Regular Commission Meeting, submitted by Dr. Beverly Nash, Interim City Clerk
- Human Resources Monthly Report • Jack L. McLean Jr., City Manager and Ann Sherman, Human Resources Director
- Police Monthly Reports: Monthly Traffic Report | Monthly Crime Report • Jack L. McLean Jr., City Manager and Glenn Sapp, Police Chief
- Fire Department Reports: Monthly Activity Report | District Calls • Jack L. McLean Jr., City Manager • Curtis Bridges, Fire Chief

Commissioner Bass-Prieto requested to pull item #5 – Finance Monthly Reports for discussion.

Commissioner Dowdell motioned, seconded by Commissioner Bass-Prieto to approve items #1 - #4 and pull #5 for discussion on the consent agenda.

The motion carried 5 to 0.

4. Pulled Consent Agenda Item

- Finance Monthly Reports: P-Card Statements | P-Card Allocations | Arrearage Report | Cash Requirements | Financial Report | Budget Transfers • Jack L. McLean Jr., City Manager and Marcia Carty, Finance Director

Summary of Discussions by Staff and Commissioners

Commissioner Bass-Prieto questioned the utilities revenues. In particular, she observed in the utilities/electric department under residential, commercial and industrial sales, these items were down and over \$800,000 short. In addition, she observed that the connections were up and reemphasized that sales were down. Commissioner Bass-Prieto had multiple questions:

- “How does this go together?”
- What are we going to do? and
- What is the plan?”

Ms. Carty responded by acknowledging concerns and stated that she is meeting with ADG to check the accuracy of the rate multipliers and is analyzing the data and current reports to find out the answers. Mr. Ryals explained that for connections, the city will receive monies from SuperValu Distribution Center, several customers who laid underground lines, and Gadsden County Livestock Pavilion.

The City Manager explained that staff would continue to analyze the numbers, particularly the residential and get back with the commissioners.

5. Public Hearings and Ordinances as Scheduled or Agendaed

Ordinance 1112-2020 – Future Land Use Map Change on **Second Reading** • Jack L. McLean Jr., City Manager and Bernard Piawah, Building and Planning Director

Mayor/Commissioner Harris called for a motion to read Ordinance 1112-2020 by title only. Commissioner Dowdell motioned to read Ordinance 1112-2020 by title only on second read, seconded by Commissioner Bass-Prieto. Mayor/Commissioner Harris requested roll call.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	Yes
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried 5 to 0.

Ordinance 1112-2020 by title only read by the interim city clerk (see below).

ORDINANCE NO: 1112-2020

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY OF QUINCY COMPREHENSIVE PLAN, ORDINANCE NUMBER 1010, ADOPTED JANUARY 8, 2008, TO ADOPT AMENDMENTS TO THE FUTURE LAND USE MAP; PROVIDING FOR FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR TITLE OF COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR COMPREHENSIVE PLAN AMENDMENT ADOPTED BY ADOPTING NEW FUTURE LAND USE MAP DESIGNATIONS FOR THE CERTAIN IDENTIFIED PARCELS; PROVIDING APPROPRIATE FUTURE LAND USE DESIGNATIONS FOR SUCH PARCELS IN THE COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, MAP I - 4, FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary of Ordinance 1112-2020, second reading by Staff

This agenda item was a request for second reading of Ordinance 1112-2020 to make some changes to the City’s Comprehensive Plan Future Land Use map (FLUM) in order to assign to annexed properties to the City’s FLUM designations as required by state law. The first reading of this ordinance took place on May 25, 2020 during which the City Commission voted to approve the ordinance on first reading and for the transmittal of the amendments to the state land planning agency (Department of Economic Opportunity) and other agencies for review.

The reviewing agency had no comments on the amendments. On June 24, 2020, the state land planning agency sent a letter to the City stating that it had no comments on the proposed amendments and advised the City to proceed with the adoption.

Mayor Harris opened public hearing per public opportunity to speak on commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3) (a), Fla. Stat.) – on second reading.

Public questions, comments and opposition received by city clerk and/or city manager – NO public questions, comments and/or opposition submitted and/or received.

Mayor Harris closed the public hearing.

Summary of Discussions by Commissioners

Commissioner Dowdell questioned staff regarding whether the owners of the parcels of land were in agreement with ordinance and amendments. “Why would anyone want to go from high density to commercial?” Dr. Piawah stated that there is currently a mobile house complex on the site and commercial was the designation given by the County. “Do we have an urban service area designation in the City of Quincy?” Dr. Piawah stated no.

Commissioner Bass-Prieto questioned Quincy By-Pass and Highway 90 – changing it from county agriculture to city commercial. Dr. Piawah responded with yes. “What are the limitations on county agriculture?”

Commissioner Dowdell motioned to approve Ordinance 1112-2020 on second reading and transmittal of adopted amendments to the State, seconded by Commissioner Canidate.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	No
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried 4 to 1.

- Ordinance 1114-2020 – Zoning Map Change on **First Reading** • Jack L. McLean Jr., City Manager and Bernard Piawah, Building and Planning Director

Mayor/Commissioner Harris called for a motion to read Ordinance 1114-2020 by title only. Commissioner Sapp motioned to read Ordinance 1114-2020 by title only on first reading, seconded by Commissioner Dowdell. Mayor/Commissioner Harris requested roll call.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	Yes
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried 5 to 0.

Ordinance 1114-2020 by title only read by the interim clerk (see below).

ORDINANCE NO: 1114-2020

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY OF QUINCY ZONING MAP AS ADOPTED BY ORDINANCE NUMBER 789 ON AUGUST 11, 1992, AS MAY HAVE BEEN AMENDED FROM TIME TO TIME; PROVIDING FOR FINDINGS; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR TITLE OF ZONING MAP AMENDMENTS; PROVIDING FOR ZONING MAP AMENDMENTS BY ADOPTING NEW ZONING DESIGNATIONS FOR THE CERTAIN IDENTIFIED PARCELS TO CORRESPOND WITH RECENTLY ADOPTED FUTURE LAND USE DESIGNATIONS FOR SUCH PARCELS IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

Summary of Ordinance 1114-2020 by Staff

This agenda item was a request to revise the City zoning atlas to assign to annexed properties to the City zoning designations. These same properties were the subject of Future Land Use Map changes under Ordinance 1112-2020. The revision of the Future Land Use Map is a state required process, while the revision of the zoning map is a local process; both actions have to take place subsequent to every annexation, and under state law. The City must assign to these same properties the corresponding zoning designations. So that, the assigned zoning designations are consistent with the Future Land Use Map designations as required by state law. The Planning and Development Review Board (PDRB) reviewed this proposal on March 25, 2020 and voted to recommend its approval.

Mayor Harris opened public hearing per public opportunity to speak on commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3) (a), Fla. Stat.) – on first reading.

Public questions, comments and opposition received by city clerk and/or city manager – NO public questions, comments and/or opposition submitted and/or received.

Mayor Harris closed the public hearing.

Summary of Discussions by Commissioners

Commissioner Dowdell questioned the process and the apparent redundancy of the agenda item. Dr. Piawah explained the differences between the two ordinances. The City Manager explained that it is a two-step process requirement by the State; first part is the planning and the second part is the zoning.

Commissioner Sapp asked about available annexed land. She also asked about the make-up of the Planning and Review Board. City Manager McLean and Dr. Piawah confirmed that the commissioners appoint the members.

Mayor Harris requested that the City Manager to review the city charter and the requirements and composition for membership on the Planning and Review Board. In addition, he requested that the information be brought back to the commission at next meeting.

- Ordinance 1115-2020 – Amending the Retirement Savings Plan on **First Reading**
 - Jack L. McLean Jr., City Manager and Ann Sherman, Human Resources Director

Mayor/Commissioner Harris called for a motion to read Ordinance 1115-2020 by title only. Commissioner Bass-Prieto motioned to read Ordinance 1115-2020 by title only on first reading, seconded by Commissioner Dowdell. Mayor/Commissioner Harris requested roll call.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	Yes
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried 5 to 0.

Ordinance 1115-2020 by title only read by the interim city clerk (see below).

Ordinance 1115-2020

AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, ARTICLE IV PERTAINING TO THE CITY OF QUINCY RETIREMENT SAVINGS PLAN; AMENDING SECTIONS 54-86 THROUGH 54-96 TO UPDATE THE PLAN FOR INTERNAL REVENUE CODE REQUIREMENTS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Harris opened public hearing per public opportunity to speak on commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3) (a), Fla. Stat.) – on first reading.

Summary of Discussions by Staff

This agenda item was a request for first reading of Ordinance Number 1115-2020, revising the City Employee's Retirement Savings Plan. During the November 12, 2019 Commission Meeting, the Commission passed the recommended changes.

The new enhancements will provide employees with greater benefit options. These enhancements included adding Mutual Fund Company investment options along with the current American Funds choices. Secondly, a loan provision was added with limited access to vested balances to help employees meet unexpected financial needs. Thirdly, added is a third party administrator.

Public questions, comments and opposition received by city clerk and/or city manager – NO public questions, comments and/or opposition submitted and/or received.

Mayor Harris closed public hearing.

Summary of Discussions by Commissioners

Commissioner Dowdell questioned whether there was a Saving Retirement Board. Mayor Harris is the representative from the commission on the board. In addition, he questioned the engagement of employees in the process and if the employees have had a voice in the process. A representative on the board represents employees. The City Manager explained the involvement of the third party administrator's responsibilities in the process.

Commissioner Bass-Prieto questioned how the third party administrator was chosen, the qualifications, charges for the third party administrator and the pay back process. In addition, Commissioner Bass-Prieto questioned what happens to the monies when an employee leaves the city. Ms. Sherman stated that it goes into a forfeiture account. The forfeiture account is not in the annual budget, but is governed by a city ordinance passed by the commission. The investors share the account; \$10,000 remains in the forfeiture account.

Commissioner Canidate asked how soon repayment of a loan is. Ms. Sherman stated 30 days.

Commissioner Dowdell motioned, seconded by Commissioner Bass-Prieto.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	Yes
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried by 5 to 0.

Reports, Requests and Communications by the City Manager

- Request to Purchase Pick-up Truck for Utilities Department • Jack L. McLean Jr., City Manager and Robin Ryals, Utilities Director

The agenda item was regarding the purchase of a small (4) wheel drive pick-up truck for the Utilities Department’s line foreman to access right-of-ways that conventional vehicles are unable to access during rain storms and inclement weather.

Summary of Discussion by Commissioners

Commissioner Sapp questioned whether there were funds in the Utilities Department budget to pay for the truck.

Commissioner Sapp motioned for approval, seconded by Commissioner Dowdell.

Commissioner Bass-Prieto indicated that because of the deficit in residential electrical sales, she hesitated to spend any funds. Commissioner Dowdell requested clarification about the \$800,000 down in residential/commercial sales in electrical.

Ms. Carty explained that there needs to have a wholistic view of the revenue streams. Revenues are low as well as expenditures. She explained that there is a leveling process that is taken place with both revenue and expenditures.

The motion carried by 5 to 0.

- City Clerk Position • Jack L. McLean Jr., City Manager and Ann Sherman, Human Resources Director

The City Clerk’s position has been vacated because of a retirement. In the interim, the Dr. Beverly Nash, Grants, has been filling the position.

Summary of Discussion by Commissioners (No presentation by staff)

Commissioner Dowdell motioned to appoint Janice Shackelford as city clerk, seconded by Mayor Harris.

Commissioner Bass-Prieto questioned whether there would be an interview process.

Commissioner	Vote
Mayor Pro-Tem/Commissioner Sapp	Yes
Commissioner Canidate	Yes
Commissioner Bass-Prieto	No
Commissioner Dowdell	Yes
Mayor Ronte Harris	Yes

The motion carried 4 to 1.

Summary of Discussion by Commissioners

Mayor Harris requested that the City Attorney to assist the commission in developing a draft contract for the position and for it to be brought back to the commission as soon as possible; leaving monetary amount out of contract for it to be determined by the commission at the time the contract is approved.

Commissioner Bass-Prieto responded that the job was advertised with a salary. Mayor Harris clarified that it was a salary range.

Comments by Commissioners and City Staff

- **City Manager**
 - Regarding CARES Act funding; the commission took a position on the funding provisions proposed by Gadsden County. The position was that the funding amount needed to be increased and/or at least the City of Quincy needed to get it incurred expenses back. With the assistance of Commissioner Dowdell, the initial report indicates that the City will be able to get most of the city's monies, approximately \$100,000 above the initial amount. Grand total amount \$649,856.
 - The funeral home directors and owners meeting was held today on enforcement of COVID-19 requirements, i.e., mask wearing, scheduling and coordination.
 - A lawsuit has been filed against the County commission's executive order regarding mask wearing.
 - Notices are being sent out to all businesses in the city regarding COVID-19 requirements, i.e., mask wearing and enforcement.
 - Budget workshops are scheduled for Thursday, July 30 and two more workshops are needed for next week (Monday and Tuesday).
- **City Clerk – No comments.**
- **City Attorney**
 - Executive meeting/session needed on the case of D. McMillian vs the City of Quincy at next commission meeting.
- **Commissioners**
 - i. **Commissioner Candidate (Concerns/Issues) - none**
 - ii. **Commissioner Dowdell (Concerns/Issues) - none**
 - iii. **Commissioner Bass-Prieto (Concerns/Issues) - none**
 - iv. **Mayor Pro-Tem/Commissioner Sapp (Concerns/Issues)**
 - Prayers to all families impacted by COVID-19.
 - Thanks to Dr. Nash for services as interim city clerk.
 - Complaints about streetwalkers being picked-up/dropped-off in alley on Cooper Street, between fourth and MLK Jr. Blvd.
 - v. **Mayor Harris (Concerns/Issues)**
 - Thank you to staff for timely response to the COVID-19 concerns.
 - Thank you to Commissioner Dowdell in assisting with the County's CARES Act Funding.
 - Thank you to city staff on the work being done in spite of the pandemic.
 - Thank you to Dr. Nash for taking on interim city clerk position.
 - Encouragement to commissioners to allocate time prior to commission meeting to engage staff with questions and concerns. He requested that

the City Manager prepare the commission packets in a timelier manner for the commissioners to be prepared.

vi. **Public Concerns - none**

There being no further business to discuss. Adjournment motioned by Commissioner Dowdell, seconded by Commissioner Sapp at 7:48 pm.

Please Note: the City Commission places the official copies of meeting minutes on file with the Office of the City Clerk upon approval.

Submitted by: Dr. Beverly A. Nash, Interim City Clerk

APPROVED:

Ronte Harris, Mayor and Presiding Officer of the City Commission and of the City of Quincy, Florida

ATTEST:

Dr. Beverly A. Nash, Interim City Clerk per Clerk of the of Quincy, Florida
Clerk of the City Commission thereof

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

DATE OF MEETING: August 11, 2020

DATE SUBMITTED: August 6, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean, Jr., City Manager
Bernard O. Piawah, Building and Planning Director

SUBJECT: **Reappointment of Planning and Development Review Board Members**

Statement of Issue:

This agenda item is in response to the directive from the City Commission from the meeting of July 28, 2020 to bring back to the City Commission the membership of the Planning and Development Review Board (PDRB) so as to evaluate if the reappointment of members would be necessary. Table 1 below identifies the current membership of the PDRB and the City Commission Districts from which they hail. Also, staff has provided below a background evaluation of the code as it pertains to the appointment of members and service on the PDRB.

Background:

Creation of the Planning and Development Review Board:

Section 46-71 of Quincy Code of Ordinances establishes the Planning and Development Review Board (PDRB). According to this section of the code, the planning and development review board is created, and giving the power to act on certain matters and issues within the Quincy municipal jurisdiction as stated in the code. Upon the appointment of and acceptance of appointment by members, the board may engage in planning operations within its jurisdiction.

Membership; Term of office; Removal of members.

Sec. 46-72 of the code states that “the planning and development review board shall consist of seven members appointed by the city commission. Any interested person may be appointed to the board, but those with experience or interest in the field of

planning and zoning shall receive special consideration. There may also be appointed, as ex officio members, the city manager or a member of the city commission.”

The point to note from the quoted section above is that someone who is appointed to serve on the board should be a person with some experience in land use and zoning matters or has the capacity and desire to learn about land use and zoning matters and can make informed decisions that are consistent with the City’s code for the benefit of Quincy as whole. It is not supposed to be treated as a position from which to advocate for a specific viewpoint or agenda.

Section 46-72, further states that the members of this board shall be appointed for staggered terms of three years each, and may be reappointed for consecutive terms. Any member may be removed by the city commission for failure to attend meetings as provided in this section, or for inattention to duties, malfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony, or upon the written, signed request of any four members. Failure of any member to attend three consecutive regular meetings of the board without being excused by the board shall automatically be forfeiture of the office by that member.

The board shall have, and the city commission shall appoint, as its first membership, two members appointed to serve a one-year term, two members appointed to serve two-year terms, and three members appointed to serve three-year terms. Thereafter appointment shall be as provided in subsection (a) of this section.

Functions, powers and duties.



Section 46-78; According to this section of the code, the functions, powers and duties of the planning and development review board shall be to:

1. Acquire and maintain such information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions. Such information and material may include maps and photographs of manmade and natural physical features of the area of the city, statistics on past trends and present conditions with respect to population, property values and land use, and such other information as is important or likely to be important in determining the amount, direction and kind of development to be expected in the city and its surrounding area and various parts;
2. Pursuant to and in accordance with the Local Government Comprehensive Planning and Land Development Regulation Act, F.S. ch. 163, serve as the local planning agency for the city and perform the functions and duties prescribed in the act;

3. Establish principles and policies for guiding action in the development of the area;
4. Review proposed rezonings and develop a recommendation to forward to the city commission;
5. Review proposed comprehensive plan amendments and develop a recommendation to forward to the city commission;
6. Review requested special uses and home occupations. The board will develop a recommendation to the city commission concerning these requests;
7. Review and act upon requests for variances;
8. Review proposed major developments and develop a recommendation to forward to the city commission;
9. Act as an appeal board on decisions made concerning signage outside the historic district, and any other decision made by the administrators of this chapter;
10. Serve as the accredited representative of the city commission for the purpose of reviewing and approving plats as provided for in F.S. chs. 163 and 177 where so designated by the city commission in the city's land use and development regulations and procedures for subdivision and plat approval; and
11. Perform any other duties which lawfully may be assigned to it.

TABLE 1:

MEMBERS OF THE PLANNING AND DEVELOPMENT BOARD

#	Name	District of Residence	Title	Attendance	Term Limit	Comment
1	Dan Hooker	District 4	Chairman	Very Good	Exceeded	Very knowledgeable. Conducts meetings very well.
2.	Alvin Young	District 4	Vice Chairman	Very Good	Exceeded	
3.	Kimberly Williams	District 1		Very Good	Exceeded	

4.	Judy Ware	District 3		Very Good	Exceeded	
5.	Denise Hannah	District 2		Very Good	Exceeded	
6.	Willie Reeves	District 2		Not very good	Exceeded	Has missed several most recent meetings
7.	Thomas Skipper	District 4		Very poor		Has missed most of the board's meetings.

Staff Analysis:

As Table 1 shows, the PDRB has seven members as required by the code. Three of the members are from District 4, two from District 2, and one from Districts 1 and 3 respectively. District 5 does not have any membership representation. Attendance of the members at board meetings varies. The first five members have been very dedicated to implementing the purpose of the board and have attended virtually all scheduled meetings. Mr. Willie Reeves (#6 in the Table) attended most of the meetings in the past, but has missed several meetings recently. Mr. Thomas Skipper (#7 in the Table) has not been attending the board's meetings in recent years.

Staff Recommendation:

Since there are Five City Commission Districts and seven board membership slots to fill every District should have at least one person from his or her District serving on the board. So, Staff is recommending that # 7 in the Table should be replaced with someone from District 5 and #6 in the Table should be replaced with someone from any other District except District 4 which would have two if the current composition holds. Regarding the first five members listed in the Table, Staff is satisfied with their attendance and involvement in land use and zoning matters and would like to retain them. However, it is recommended that the Commissioner from their respective Districts ask them if they still want to serve on the board and if they say no, they should be replaced with individuals with some experience and interest in land use decisions.

City Commission Action: Reappointment of PDRB members.

**CITY OF QUINCY, FL
ELECTRIC REVENUE ANALYSIS
FOR THE FISCAL YEAR 2019/2020 YTD
AS OF JULY 31, 2020 & PROJECTED DATE OF 09/30/2020**

Revenue Type	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020
	Annual Budget	Prorated Budget as of 07/31/2020	Actual as of 07/31/2020	Variance Budget vs Actual as of 07/31/2020	Projected Revenues August & September 2020	Projected Annual as of 09/30/2020	Variance Budget vs Projected 09-30-2020	Percentage of Shortfall
Residential	\$5,586,000	\$4,655,000	\$4,232,759	(\$422,241)	\$ 1,216,894	\$5,449,653	(\$136,347)	-2.44%
Commercial	\$7,138,669	\$5,948,891	\$5,668,578	(\$280,313)	\$1,124,540	\$6,793,118	(\$345,551)	-4.84%
Totals	\$12,724,669	\$10,603,891	\$9,901,337	(\$702,554)	\$2,341,434	\$12,242,771	(\$481,898)	

Metered and Service Billed	2019-2020	2018-2019	Variance Between FY2019 vs FY 2020	
EL	48,270	47,963	307	
EN	20	12	8	
ES	48,176	47,873	303	
EZ	48,250	28,699	19,551	
Totals	144,716	124,547	20,169	16% increase

City of Quincy, Florida
Residential Commercial Revenue Trend Analysis
For the Fiscal Years Ended September 30, 2016 to 2019, and Projected Year Ending September 30, 2020

Residential Actual Results as of July 31, 2019 and September 30, 2019

<i>Ten(10) Months Ended</i>	<i>Amt Earned Oct - July</i>	<i>% Earned Oct-July</i>	<i>Fiscal Year Ending</i>	<i>Annual Earnings</i>	<i>Annual %</i>	<i>\$ Earned Aug/Sept</i>	<i>% Aug/Sept</i>	<i>Budget</i>
7/31/2019	\$ 4,409,251.51	78.9	9/30/2019	\$ 5,775,434.97	103.4	\$ 1,366,183.46	24.5	\$ 5,586,000.00
7/31/2018	\$ 4,250,295.82	72.6	9/30/2018	\$ 5,421,467.37	92.6	\$ 1,171,171.55	20.0	\$ 5,855,000.00
7/31/2017	\$ 4,016,731.26	71.6	9/30/2017	\$ 5,242,957.07	93.5	\$ 1,226,225.81	21.9	\$ 5,610,000.00
7/31/2016	\$ 3,952,356.53	66.2	9/30/2016	\$ 5,056,353.26	84.7	\$ 1,103,996.73	18.5	\$ 5,969,758.00

Average \$ 4,157,158.78 72.3 \$ 5,374,053.17 93.5 \$ 1,216,894.39 21.2

Residential Actual Results as of July 31, 2020 and September 30, 2020 (Projected)

7/31/2020 \$ 4,232,758.70 75.8 9/30/2020 \$ 5,449,653.09 97.6 \$ 1,216,894.39 21.8 \$ 5,586,000.00

Projected Loss at Fiscal Year Ending 09/30/2020

\$ (136,346.91)

City of Quincy, Florida
Residential Commercial Revenue Trend Analysis
For the Fiscal Years Ended September 30, 2016 to 2019, and Projected Year Ending September 30, 2020

Commercial Actual Results as of July 31, 2019 and September 30, 2019

<i>Ten(10) Months Ended</i>	<i>Amt Earned Oct - July</i>	<i>% Earned Oct-July</i>	<i>Fiscal Year Ending</i>	<i>Annual Earnings</i>	<i>Annual %</i>	<i>\$ Earned Aug/Sept</i>	<i>% Aug/Sept</i>	<i>Budget</i>
7/31/2019	\$ 5,773,402.74	88.6	9/30/2019	\$ 6,859,522.76	97.0	\$ 1,086,120.02	8.3	\$ 7,075,000.00
7/31/2018	\$ 4,436,379.07	79.1	9/30/2018	\$ 5,996,400.33	106.9	\$ 1,560,021.26	27.8	\$ 5,610,000.00
7/31/2017	\$ 4,475,467.88	72.7	9/30/2017	\$ 5,141,921.71	83.5	\$ 666,453.83	10.8	\$ 6,160,000.00
7/31/2016	\$ 4,226,496.91	68.6	9/30/2016	\$ 5,412,060.19	87.8	\$ 1,185,563.28	19.2	\$ 6,161,238.00

Average \$ 4,727,936.65 77.2 \$ 5,852,476.25 93.8 \$ 1,124,539.60 16.6

Commercial Actual Results as of July 31, 2020 and September 30, 2020 (Projected)

7/31/2020 \$ 5,668,578.00 88.6 9/30/2020 \$ 6,793,117.60 95.2 \$ 1,124,539.60 15.8 \$ 7,138,669.00

Projected Loss at Fiscal Year Ending 09/30/2020

\$ (345,551.40)

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: August 10, 2020

Date Submitted: August 5, 2020

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney
Ann Sherman, Human Resources Director

Subject: Ordinance 1115-2020 - Retirement Savings Plan on
Second Reading

Statement of Issue:

This agenda item is a request for a second reading of Ordinance Number 1115-2020, revising the City Employee's Retirement Savings Plan. During the July 28th Commission Meeting the Commissioners passed the recommended enhancements with a 5/0 vote on first reading.

To recap, the new enhancements will provide employees with greater benefit options which were recommended to the current American Funds Platform. These enhancements include: (1) Adding additional Mutual Fund Company investment options alongside current American Funds choices, (2) Added a loan provision with limited access to vested balances to help employees meet unexpected financial needs and (3) Identified and secured a third party administrator who will administer the plan.

General Loan Provisions:

The maximum amount that an employee may request to borrow is 50% of their vested account balance or \$50,000.00, whichever is less. The loan interest rate is Prime which is (3.25%) currently.

Loan Administration:

The landscape of options for all 401k's and 457 plan loans must meet specific requirements as depicted below:

- Each loan must be established under a written loan agreement.
- The plan must set a commercially reasonable interest rate for plan loans
- A loan cannot exceed the maximum permitted amount.
- A loan must be repaid within a five-year term (unless used for the purchase of a principal residence).
- Loan repayment must be made semi-monthly through payroll deductions in equal payments to include principal and interest (P&I).

Conclusion:

In conclusion, adding the loan option opens the door for retention, as employees will no longer need to terminate their employment with the City to access their funds in an emergency. It also eliminates the possibility of employees having to secure a loan through a financial institution by allowing them to borrow from themselves and the interest they pay is to themselves rather than another institution.

Additionally, with the larger diversity of fund mix, this too opens the doors of opportunity for greater returns on investments (ROI).

Based on the meeting with the board and the passing of this agenda item at the November 12th Commission Meeting staff proceeded with the implementation of all recommended enhancements.

Options:

Option 1: Adopt Ordinance No. 1115-2020 on second reading adding the recommended enhancements

Option 2: Do not approve Ordinance No. 1115-2020 on second reading

Staff Recommendation:

Option 1

Attachment:

- Ordinance Number 1115-2020
- Third Party Administrator Plan

ORDINANCE NO. 1115 - 2020

AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, ARTICLE IV PERTAINING TO THE CITY OF QUINCY RETIREMENT SAVINGS PLAN; AMENDING SECTIONS 54-86 THROUGH 54-96 TO UPDATE THE PLAN FOR INTERNAL REVENUE CODE REQUIREMENTS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Quincy, Florida meet in regular sessions; and

WHEREAS, the City maintains the City of Quincy Retirement Savings Plan (“Plan”), established on April 9, 1991, for the benefit of eligible employees; and

WHEREAS, the City Commission is authorized and empowered to amend the Plan; and

WHEREAS, the City desires to restate the Plan to comply with various Internal Revenue Code Requirements, including those outlined in the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA).

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF QUINCY, FLORIDA:

SECTION 1. The restated Plan, consisting of an adoption agreement and basic plan document outlining the terms of the Plan as effective on October 1, 2019, attached hereto as Exhibit A, is hereby adopted

SECTION 2. Sections 54-86 through 54-96 are hereby repealed and replaced with the following:

ARTICLE IV. - RETIREMENT SAVINGS PLAN

Sec. 54-86. The City of Quincy maintains the City of Quincy Retirement Savings Plan, a copy of which is maintained in the Office of Human Resources.

SECTION 3. The City Manager, Director of Human Resources, and any other authorized person is hereby authorized to perform the actions necessary to adopt the Plan restatement, including signing the plan adocument and arranging for distribution to participants of a summary of the Plan provisions.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this Ordinance or the application thereof to any person or circumstances is held invalid or

unconstitutional, such finding shall not affect the other provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or applications, and to this end the provisions of the Ordinance are declared severable.

SECTION 5. This Ordinance shall be effective upon its passage by the City Commission.

INTRODUCED, in open session of the City Commission of the City of Quincy, Florida, on the _____ day of _____ A.D. 2020.

PASSED, in open session of the City Commission of the City of Quincy, Florida, on the _____ day of _____ A.D. 2020.

RONTE R. HARRIS, Mayor
Presiding Officer of the City Commission
of the City of Quincy, Florida

ATTEST

DR. BEVERLY NASH,
Clerk of the City of Quincy and
Clerk of the City Commission thereof



CITY OF QUINCY RETIREMENT SAVINGS PLAN

Thank you for considering Azalea Administration as your retirement plan Third Party Administrator (TPA). Enclosed is a fee quote for your plan and a list of services that we provide.

This quote is based on the following:

- Plan structure will be a 401(k) Plan
- Assets will be held at American Funds
- Conversion assets will be approximately \$4,000,000
- Financial Advisor – William McCloud

Plan Document and Takeover Fee	\$0
Annual Plan Administration Fee	\$0
Annual Per Participant	\$0

Plan Administration services include the following:

Plan Design Consultation
Eligibility Determination
Compliance Testing and Correction
Trust Accounting
Contribution Calculations
Vesting Calculations
Preparation of Annual Reports
Audit Support
Signature ready Form 5500 and applicable schedules
Form 8955 SSA, Form 5558,
Summary Annual Report and Notices

Miscellaneous Services

Loans and Distributions – w/out tax reporting	\$ 50.00
Payroll Uploads – Per Payroll	\$ 20.00

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: August 11, 2020

DATE OF REQUEST: August 3, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director

SUBJECT: Resolution and Agreement with Florida Department of Transportation (FDOT) for Illumination Upgrades in Conjunction the Resurfacing Project on #267 North (Adams Street North of US 90)

Statement of Issue:

The information provided herein concerns the above mentioned illumination project in conjunction with the FDOT resurfacing project on SR#267 North from Jefferson Street to the County line. The City's responsibility for lighting upgrades ends at Quincy Creek.

Background on the SCOP Project:

Two years ago, the City had an illumination project located on SR#267 South and it was in conjunction with FDOT's resurfacing project on the same roadway. The project cost to the City is **\$12,700.00**, which will be completely reimbursable by FDOT. The project will include the relocation of one existing light pole and the upgrade and conversion of a number of existing lights to LED (as on SR#267 South). The reimbursable amount includes labor, materials, and equipment.

Staff Recommendation:

The City staff have supplied a copy of the FDOT prepared agreement for the project, the resolution, and a copy of the Utility Work Estimate for your information. Staff is very comfortable with all documents and feels they are ready for signature after review by the City Attorney.

Options:

1. Vote to enter into said agreement with FDOT, by approval of the City Commission of said resolution and vote to have the City Manager and/or Mayor to sign the agreement.

2. Vote to direct staff on recommended changes to the proposed agreement and return the agreement back to FDOT for review.

Recommended Option

Option 1

Attachments:

EXHIBIT A: 437761-1-58-01 FDOT Agreement
EXHIBIT B: Resolution for Approval
EXHIBIT C: Copy of Cost Estimate

GL: 430-520-531-30491, 2020-2021

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADWAY ILLUMINATION SERVICES AGREEMENT

710-010-53
UTILITIES
OGC – 07/13
Page 1 of 7

Financial Project ID: 437761-1-58-01	Federal Project ID: N/A
County: Gadsden	State Road No.: 267
District Document No: 1	
Utility Agency/Owner (UAO): City of Quincy	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Quincy**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **UAO** owns poles located within the road right of way, the road identified as State Road 267, from SR 10 to Georgia State Line (the Road), which poles are available for the installation of lighting (said poles being hereinafter referred to as the "Poles"); and

WHEREAS, the **FDOT** desires to have the Road illuminated; and

WHEREAS, the **UAO** is an electric utility as defined in Section 366.02(2), Florida Statutes; and

WHEREAS, the **FDOT** has determined that it is in the best interest of the public to enter into an agreement with **UAO** pursuant to Section 337.11(15), Florida Statutes under which the **UAO** will illuminate the Road;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Provision of Illumination Services

- a. The **UAO** shall illuminate the Road in accordance with **FDOT** standards. Subject to the terms and conditions contained herein, illumination services shall continue until such time as **FDOT** notifies the **UAO** to discontinue the illumination services.
- b. The **UAO** shall be responsible for taking any and all actions as may be necessary to illuminate the Road, including, but not necessarily limited to, installation of such facilities and equipment as is necessary to properly illuminate the Road.
- c. Prior to installation of the equipment and facilities to illuminate the Road, the **UAO** shall provide such information (including a proposed work schedule) as is requested by the **FDOT** in order for the **FDOT** to verify that the illumination is acceptable and will be in accordance with **FDOT** standards, and that all work to be performed on **FDOT** right of way will be performed properly in accordance with **FDOT** standards for performance of such work. The **UAO** shall make such changes to the proposed illumination as the **FDOT** requests.
- d. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning installation of the equipment and facilities to provide the illumination services and when the **UAO** stops, resumes, or completes the work. The work shall be completed within the time frame as specified in the schedule provided by the **UAO** to the **FDOT** pursuant to subparagraph 1.c. above.

2. Cost of Illumination Services

- a. The **FDOT** agrees to pay the **UAO**, after illumination services have begun, a one-time service charge equal to the incremental costs that the **UAO** incurred for installing the equipment and facilities for providing the illumination of the Road. The incremental costs are estimated to be \$ 12,700. The **UAO** shall obtain written approval from the **FDOT** prior to incurring any incremental costs which exceed the estimated amount stated above.

- b. The method to be used in calculating the incremental costs shall be one of the following (check which option applies):
- Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
 - Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).
 - An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

3. Invoice Procedures for Cost of Illumination Services

The following terms and conditions apply to the invoice submitted pursuant to this Agreement for payment of the cost of illumination services:

- a. The **UAO** shall submit a final invoice to the **FDOT** for payment of all costs within one hundred and eighty (180) days after illumination services have commenced. The **UAO** waives all right of payment for invoices submitted more than one hundred eighty (180) days after illumination services have commenced.
- c. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.
- d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.
- e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.
- f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.
- g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
- h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.
- i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.

- j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.
- k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.
- l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.
- m. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. Maintenance of Illumination Equipment and Facilities

The following terms and conditions shall apply to the equipment and facilities used to provide the illumination services after illumination services have begun:

- a. The equipment and facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the equipment and facilities.
- b. The equipment and facilities shall be maintained pursuant to a separate agreement between a city or county and the **UAO**. In the event that the city or county fails to comply with that separate agreement, the **UAO** may terminate the illumination services, provided, however, that the **UAO** shall first notify the **FDOT** in writing and provide the **FDOT** with a reasonable opportunity to cure the noncompliance prior to terminating the illumination services.
- c. The **UAO** shall not engage in any act or omission which in any way interferes with the continued provision of illumination services, including, without limitation, granting rights to third parties with respect to the equipment and facilities which interferes with the continued provision of illumination services.

5. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies

which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Withhold invoice payments until the breach is cured.
 - (4) Offset any damages suffered by the **FDOT** or the public against payments due under this Agreement. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of utilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) If the breach is a failure to pay an invoice for cost of the illumination services, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

6. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

a. The **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the illumination services covered by this agreement, and such compliance will be governed by the method checked below:

- The **UAO** will provide all or part of such illumination services by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.
- The **UAO** will perform all of the illumination services entirely with the **UAO's** forces and Appendix "A" of Assurances is not required.
- The illumination services involved are agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.
- The **UAO** will provide all such illumination services entirely by continuing contract, which contract to provide all future illumination services was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

b. The **UAO** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement. Specifically, if the **UAO** is acting on behalf of a public agency the **UAO** shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the **UAO**.

- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the **UAO** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the **UAO** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The **UAO** shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the **UAO** and shall promptly provide the Department a copy of the **UAO's** response to each such request.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. Robin Ryals, City of Quincy Utility Director

404 West Jefferson Street

Quincy, FL 32351

If to the **FDOT**

Mr. Jonathan Harris, FDOT District Utility Administrator

P.O. Box 607

Chipley, FL 32428

- g. **UAO**:
 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **UAO** during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Quincy

BY: (Signature) _____

DATE: 8/11/20

(Typed Name: Jack McLean, Jr.)

(Typed Title: City Manager, City of Quincy)

District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature) _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

City of Quincy
RESOLUTION NUMBER 1409-2020

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION: UTILITY AGREEMENT

Financial Project ID: 437761-1-58-01	Federal Project ID: N/A
State Road No.: 267	County/Section No.: Gadsden
State Job No.: 437761-1-52-01	District Document No.: 2

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for City of Quincy, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Roadway Illumination Agreement, hereinafter referred to as the **Agreement**; and

NOW, THEREFORE, BE IT RESOLVED BY THE UAO AND BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

That **Mr. Jack McLean Jr., City Manager, City of Quincy** be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

Forward a certified copy of this Resolution to the **FDOT** along with the executed Agreement.

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the UAO on the **11th day of August, year of 2020.**

CITY OF QUINCY, FLORIDA

BY: _____

Title: Ronte R. Harris, Mayor, City of Quincy

ATTEST:

BY: _____

Title: Dr. Beverly A. Nash, Interim City Clerk, City of Quincy

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 437761-1-58-01	Federal Project ID: N/A
State Road Number: 267	County: Gadsden
FDOT Plans Dated: 5/29/2020	District Document No.: 1

UTILITY AGENCY/OWNER (UAO)

Utility Company: CITY OF QUINCY	Job No. or Work Order No.:	
UAO Project Rep: Robin Ryles	Phone: 850/528-5632	E-mail: rryals@myquincy.net
UAO Field Rep: Mo Cox	Phone: 850/408-0540	E-mail: mcox@myquincy.net

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) <small>(Must use "%" or "." i.e. 10% or .10)</small>	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$2,160.00		\$2,160.00
Materials and Supplies	\$7,840.00		\$7,840.00
Transportation & Equipment	\$2,700.00		\$2,700.00
Contract Construction			0
Miscellaneous Expenses			0
Total Cost Estimate =>			\$12,700.00

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$12,700.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$12,700.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. <u>Robin Ryles</u> Name <u>ROBIN RYLES</u> Title <u>Utility Director</u>	DocuSigned by:  Date <u>7/7/2020</u> <u>10:08 AM EDT</u>
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**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: August 11, 2020

DATE OF REQUEST: August 4, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director
Reggie Bell, Public Works Director

SUBJECT: Review and Approval of Design and Survey for the SCOP Resurfacing of South Stewart Street

Statement of Issue:

The information provided herein concerns the Commission approval to enter into an agreement with Dewberry Engineering, Inc. for the upcoming SCOP Resurfacing of South Stewart Street from Stewart Street Elementary School North to US 90-Jefferson Street.

Background:

Through the efforts of Dewberry Engineering, and the City of Quincy staff, the City was awarded its fourth SCOP resurfacing project for Stewart Street. This effort will begin at Stewart Street Elementary School and run north to US 90. The project will include, but not limited to the milling and resurfacing the said roadway. The project has a projected cost of **\$472,939.00**, which includes design, construction, and CEI (Inspection) during the project. A required revision by the Florida Department of Transportation (FDOT) is that the City will hire/select two engineering firms on the project to separate-out the design portion from the CEI portion. In the past, the City has allowed a single firm for both duties. Shortly, the City will be developing a RFQ for those services.

Staff Recommendation:

The agenda item deals with the proposed work order from Dewberry Engineering for the design, including survey of the project in the **sum of \$46,520.00**. The recommended proposed cost is **well below the dollar figure approved by FDOT** and appeared in the SCOP application for **engineering and surveying of \$54,569.85**.

In addition, at this time the City of Quincy needs to assure the State of Florida that It followed the **Competitive Negotiations Act** in selecting Dewberry Engineering. Enclosed for your review is a copy of the original Professional Services Agreement signed

in May of 2015, which was for 3 years and ever greened for 3 more if the City did not terminate. The language for such is found on the second page under Sec. II, Terms Item A. Staff finds all requirements in order, unless the City Attorney has objections. The form for signature by the City Manager and/or Mayor is also attached.

Options:

1. The City Commission votes to approve the above mentioned work order with Dewberry Engineering for the proposed work of design and survey for the South Stewart Street Resurfacing and approves the City Manager and/or Mayor to sign the CCNA form to be sent to FDOT.
2. The City Commission votes to give staff further direction as how to proceed with the project.

Staff Recommended Option:

Option 1

ATTACHMENTS:

EXHIBIT A: Dewberry Engineering Inc. Work Order

EXHIBIT B: Proposed CCNA Form to be Signed

EXHIBIT C: Original Professional Services Agreement w/Dewberry

GL: 001-430-541-60631, 2020-2021



Dewberry Engineers Inc
20684 Central Avenue East
Bountstown, FL 32424

850.674.3300
850.644.3330 fax
www.dewberry.com

July 24, 2020

Ronte Harris
Mayor
City of Quincy
404 West Jefferson Street
Quincy, FL 32351

**RE: Stewart Street Resurfacing SCOP – Quincy, FL
FPID No: 446065-1-54-01**

Dear Mr. Harris:

It is our understanding that the City has received funding from the FDOT Small County Outreach Program (SCOP) for the resurfacing of Stewart Street from Stewart Elementary School to US 90. Dewberry Engineers, Inc. (DEI) is pleased to provide this Task Order to provide the design and surveying services to complete the proposed project. **Exhibit A** contains a detailed Task Order with a description of the scope of services for the Surveying and Design of the project. DEI proposes to provide these services for a total fee of **\$46,520.00**. The associated fees are consistent with the allowable percentages outlined by FDOT.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Chester", is written over a light blue circular stamp.

Matthew Chester
Project Manager

EXHIBIT A
STEWART STREET – SCOP
PROFESSIONAL ENGINEERING SERVICES
FOR CITY OF QUINCY
AUGUST 2020

This Task Order is for the purpose of Dewberry Engineers, Inc. (DEI) as the ENGINEER to provide professional services for the Stewart Street resurfacing project from Stewart Elementary School and continue approximately 0.7 miles to US 90 for the City of Quincy acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES
SCOPE OF SERVICES

A. SURVEYING

1. DEI shall locate the right-of-way, existing improvements (i.e fences, drainage structures, etc...), and horizontal and vertical alignments.
2. DEI shall cross-section the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes. **TOTAL: \$7,390.00**

B. DESIGN

1. DEI shall evaluate existing roadway widths and drainage patterns to determine necessary improvements.
2. DEI shall evaluate existing drainage structures to determine if they should be improved in association with the project.
3. DEI shall design the new roadway in accordance with approved standards.
4. DEI shall evaluate roadside obstructions to ensure new roadway meets all clear zone requirements.
5. DEI shall submit exemption notice to NFWFMD.
6. DEI shall prepare construction plans and specifications necessary to bid the proposed project. **TOTAL: \$39,130.00**

C. DELIVERABLES

1. DEI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. DEI shall provide 3 sets of 100% plans and bid documents.
3. DEI shall provide one copy of the engineer's project documentation book.

D. PROFESSIONAL SERVICE FEES

DEI proposes to provide these services for a lump sum fee of: **TOTAL: \$46,520.00**

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

DEWBERRY ENGINEERS, INC.

CITY OF QUINCY, FLORIDA

20684 Central Ave. East, Suite 1

404 West Jefferson Street

Blountstown, FL 32424

Quincy, FL 32351

By: 

By: _____

Name and Title: Matthew Chester, Project Manager

Name and Title: Ronte Harris, Mayor

Witnessed: 

Witnessed: _____

Date: 7/24/2020

Date: _____

404 West Jefferson Street
www.myquincy.net



Quincy, FL 32351

August 17, 2020

Engineering Firm:	Dewberry Preble-Rish
Type of Service:	Design and Survey
Contract/Task Amount:	\$46,520.00
Local Agency Contract Number (if applicable):	N/A
Project Name:	South Stewart Street Resurfacing
FPID:	446065-1-54-01

The City of Quincy has established procedures for the selection of professional services to ensure compliance with Florida Statute 287.055, The Consultant's Competitive Negotiation Act (CCNA).

In Accordance with Florida Statutes 287.055, the consultant for the above named project was procured in compliance with the Consultant Competitive Negotiation Act (CCNA) and is qualified to provide consulting services to the City of Quincy.

Jack McLean, Jr., City Manager
City of Quincy, Florida

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 26th day May between the CITY OF QUINCY, FLORIDA, a political subdivision of the State of Florida ("CITY"), and Preble-Rish Inc., a Florida corporation authorized to do business in the State of Florida ("CONTRACTOR").

Contractor Name: Preble-Rish Inc.
Contact: Justin Ford, P.E., Project Manager
Address: 324 Marina Drive
Port St. Joe, FL 32456
Phone: 850-814-3907
Email: fordj@preble-rish.com

This Agreement defines the terms under which CONTRACTOR shall provide professional services to the CITY OF QUINCY.

I. SCOPE OF SERVICES

A. Specific to this Agreement, CONTRACTOR shall provide professional services for the CITY OF QUINCY as described in Item III of this agreement.

B. In the performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONTRACTOR shall use due care in performing in an engineering capacity and will have due regard for acceptable standards of engineering principles.

C. Before undertaking or making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate the cost of such work and any necessary cost changes due to any additions, deletions, changes, or revisions, and will enter into a separate Task Order covering such work and compensation. Reference herein to the Agreement will be considered to include any Task Order.

D. All services will be performed by CONTRACTOR to the satisfaction of the City Manager or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the CITY OF QUINCY, that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof.

E. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Task Order(s) of such a nature as required will be entered into by the parties in accordance herewith. In the event that CONTRACTOR and the CITY OF QUINCY are not able to reach an agreement as to the amount of compensation to be paid to CONTRACTOR for work desired by the CITY OF QUINCY, CONTRACTOR will be obligated to proceed with the work in a timely manner for the amount determined by the CITY OF QUINCY to be reasonable. In such event, CONTRACTOR will have the right to file a claim with the CITY OF QUINCY for such additional amounts as CONTRACTOR deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve CONTRACTOR from the obligation to timely perform the work.

F. All design work performed by CONTRACTOR for projects where anticipated construction cost is one million dollars (\$1,000,000) or more may be subject to Value Engineering, the CITY OF QUINCY further reserves the right to subject projects of lesser construction cost to Value Engineering should the CITY OF QUINCY deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, CONTRACTOR will not be required to perform the Value Engineering analysis.

G. All works commenced for use on any project assigned by the CITY OF QUINCY, including but not limited to all drawings, tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom (collectively, "works"), will be considered works made for hire and will become the property of the CITY OF QUINCY in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available, upon request, to the CITY OF QUINCY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the CITY OF QUINCY of said works, the CITY OF QUINCY will become the custodian thereof. CONTRACTOR will not copyright any material and products or patent any invention developed under this agreement, the CITY OF QUINCY will have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time.

H. CONTRACTOR will not be liable for use by the CITY OF QUINCY of works for any purpose other than intended by the terms of this Professional Services Agreement.

II. TERMS

A. This Agreement is for three years with an automatic three year renewal unless the City desires to terminate at the end of the initial three year period. The contract can be terminated at any time by the City with a 30 day notice.

B. Individual Task Orders may be negotiated for any post project schedule services needed by the CITY OF QUINCY after scheduled project services.

C. In the event there are delays caused by the CITY OF QUINCY in approval of any of the plans submitted by CONTRACTOR or if there are delays occasioned by circumstances beyond the control and without fault or negligence of CONTRACTOR which delay the scheduled project completion date, the CITY OF QUINCY may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

D. It will be the responsibility of CONTRACTOR to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, CONTRACTOR will submit a written request to the CITY OF QUINCY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another, the CITY OF QUINCY will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and CONTRACTOR has not requested, or if the CITY OF QUINCY has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the CITY OF QUINCY if the Agreement term has not expired.

III. PROJECTS AND COMPENSATION

A. This Agreement is for general engineering services for the CITY OF QUINCY as detailed below:

1. Roadway and bridge design.
2. Stormwater and flood plain management.
3. Project planning and management.
4. Survey services.
5. Environmental engineering to include water, sewer, and solid waste.
6. Site planning and design.
7. Traffic planning.
8. Permitting (local, state, and federal).
9. Planning and development review services.
10. Other services requested by staff or the Board as requested.

The CITY OF QUINCY must approve a Task Order for the desired work in writing before CONTRACTOR provides any compensable service on that Task Order.

B. This Agreement provides for three ways for the CITY OF QUINCY and CONTRACTOR to accomplish payment for services rendered. These include:

1. LUMP SUM PAYMENT - If the scope of the work of a specific task can be determined with reasonable certainty, the CITY OF QUINCY and CONTRACTOR may negotiate a fixed, lump sum fee. The scope of the work and the negotiated fee shall be reduced to writing and signed by both parties.
2. HOURLY FEES - Work may be accomplished using the hourly rates listed below applied to the actual hours that are required to accomplish the assigned task, plus direct expenses. CONTRACTOR shall provide a "not to exceed" amount to the CITY OF QUINCY prior to performing work by hourly rates with the exception of emergency situations.

**Schedule of Hourly Rates
Continuing Engineering Services
Quincy, Florida**

POSITION	BILLING RATE
Firm Principal /Senior Project Manager	165.00
VP, Senior Project Manager	140.00
Senior Project Manager/Firm Partner	130.00
Senior Project Manager	120.00
Project Manager III	116.00
Project Manager II	110.00
Project Manager I	105.00
Project Coordinator/Business Development	70.00
Project Engineer III	100.00
Project Engineer II	80.00
Project Engineer I	70.00
Environmental Manager	70.00
Senior Engineering Tech	90.00
Engineering Technician II	80.00
Engineering Technician I	45.00
Senior Inspector	60.00
Inspector	45.00
Senior Cadd Technician	60.00
Cadd Technician	55.00
Senior Professional Surveyors	115.00
Professional Surveyors	105.00
Survey Crew	105.00
Field Crew Supervisor	65.00
Senior Cadd Technician	60.00
Executive Administrative Asalstant	60.00
Admlalstrative Assistant	40.00

3. OTHER - Any other method that is mutually agreeable.

C. If a task is assigned to CONTRACTOR by competent authority of the CITY OF QUINCY, and no method is specified or otherwise agreed to, the Hourly Fees method above shall be used.

D. The Schedule of Hourly Fees may be modified from time to time but only with the express consent/approval of the CITY OF QUINCY, through action of the CITY OF QUINCY Commission.

E. Any cost opinions or Project economic evaluations provided by CONTRACTOR will be on the basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, CONTRACTOR cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. If they do, CONTRACTOR will notify the CITY OF QUINCY.

IV. PAYMENT

A. Bills for fees or other compensation for services or expenses will be submitted to the CITY OF QUINCY in detail sufficient for a proper pre-audit and post-audit thereof. CONTRACTOR shall submit monthly invoices to the CITY OF QUINCY based on a percentage of completion. Invoice(s) shall be submitted on or before the fifteenth (15th) day of the month and shall itemize the activities (and Direct Expenses, if appropriate) for the prior month.

B. Review, approval and payment by the CITY OF QUINCY on proper Invoice by CONTRACTOR shall be in accordance with the Local Government "Prompt Payment Act" ("the Act"), section 218.74, Florida Statutes. CONTRACTOR may invoice for accrued interest or late payments in accordance with the Act.

C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to THE CITY OF QUINCY at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the CITY OF QUINCY upon request. Records of costs incurred will include CONTRACTOR's general accounting records and the project records, together with supporting documents and records, of CONTRACTOR and all sub-consultants performing work on the project, and all other

records of CONTRACTOR and sub-consultants considered necessary by the CITY OF QUINCY for a proper audit of project costs.

D. THE CITY OF QUINCY may withhold payment on any invoice in the event that CONTRACTOR is in default under any provision of this Agreement or any other Agreement between CONTRACTOR and the CITY OF QUINCY as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the CITY OF QUINCY will have the right to retain an amount equal to the damages suffered as a result of the default.

E. THE CITY OF QUINCY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The CITY OF QUINCY will require a statement from the comptroller of the CITY OF QUINCY that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, THE CITY OF QUINCY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

V. INDEMNITY

A. CONTRACTOR will indemnify, defend, and hold harmless the CITY OF QUINCY and all of its Officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by CONTRACTOR, its agents, employees, or subcontractors during the performance of the Agreement, except that neither CONTRACTOR, its agents, employees nor any of its sub-consultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CITY OF QUINCY or any of its officers, agents or employees during the performance of the Agreement.

B. The parties agree that 1 % of the total compensation to CONTRACTOR for performance of this Agreement is the specific consideration from the CITY OF QUINCY to CONTRACTOR for CONTRACTOR's indemnity agreement.

C. It is specifically agreed between the parties executing this Professional Services Agreement that it is not intended by any of the provisions of any part of the Professional Services Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Professional Services Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

D. CONTRACTOR guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against CONTRACTOR or any sub-consultant or subcontractor, in connection with this Professional Services Agreement. Final acceptance and payment does not release CONTRACTOR from its obligations hereunder until all such claims are paid or released.

VI. COMPLIANCE WITH LAWS

A. CONTRACTOR certifies that it is eligible to receive State and federally funded contracts. CONTRACTOR also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.

B. CONTRACTOR shall comply with all federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability, in the performance of work under this Agreement.

C. CONTRACTOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by CONTRACTOR in conjunction with this Agreement. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by THE CITY OF QUINCY.

D. CONTRACTOR agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying THE CITY OF QUINCY and securing its

consent in writing. CONTRACTOR also agrees that it will not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is the property of THE CITY OF QUINCY.

VII. INSURANCE

A. GENERAL LIABILITY. CONTRACTOR shall carry and keep in force during the period of this Professional Services Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.

B. AUTOMOBILE LIABILITY. CONTRACTOR shall also carry and keep in force during the period of this Professional Services Agreement automobile liability insurance policy or policies for all vehicles operated by CONTRACTOR in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.

C. PROFESSIONAL LIABILITY. CONTRACTOR will have and maintain during the term of this Agreement, a professional liability insurance policy with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of One Million Dollars (\$1,000,000.00) per claim.

D. THE CITY OF QUINCY shall be named as an additional insured on the foregoing policies. Each such policy shall provide for written notification of the CITY OF QUINCY no less than 30 days prior to the expiration or cancellation of coverage.

E. CONTRACTOR shall maintain workers compensation insurance in force as required by Florida Law.

F. CONTRACTOR shall deliver proof of the foregoing insurance to the CITY OF QUINCY prior to performing any work hereunder.

VIII. TERMINATION AND DEFAULT

A. THE CITY OF QUINCY may terminate this Agreement in whole or in part, without penalty, at any time, with or without cause, as follows:

1. If the CITY OF QUINCY determines that the performance of CONTRACTOR is not satisfactory, the CITY OF QUINCY may notify CONTRACTOR of the deficiency with the requirement and that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days, whichever is sooner.

2. If the CITY OF QUINCY requires termination of the Agreement for reasons other than unsatisfactory performance of CONTRACTOR, the CITY OF QUINCY will notify CONTRACTOR of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

3. If the Agreement is terminated before performance is completed, CONTRACTOR will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

B. The CITY OF QUINCY reserves the right to cancel and terminate this Agreement immediately without notice in the event that CONTRACTOR or any employee or agent of CONTRACTOR is convicted for any crime arising out of or in conjunction with any work being performed by CONTRACTOR for or on behalf of the CITY OF QUINCY or if CONTRACTOR is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CITY OF QUINCY further reserves the right to suspend the qualifications of CONTRACTOR to do business with the CITY OF QUINCY upon any such conviction.

C. CONTRACTOR may only terminate this Agreement by mutual consent of both parties.

IX. ASSIGNMENT AND SUBCONSULTANTS/SUBCONTRACTORS

A. CONTRACTOR will maintain an adequate and competent professional staff so as to enable CONTRACTOR to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with such sub-consultants, for the purpose of its services hereunder, without additional cost to the CITY OF QUINCY, other than those costs negotiated within the limits and terms of this Agreement. CONTRACTOR is fully responsible for satisfactory completion of all subcontracted work. CONTRACTOR, however, will not subcontract, assign or transfer any work under this Agreement to other than sub-consultants specified in the Agreement without the written consent of the CITY OF QUINCY.

B. When the nature of the work shall suggest or dictate that CONTRACTOR secure the services of others not listed above (i.e., sub-consultants), the use of sub-consultants, the purpose and nature of the sub-consultant services provided and the fees to be paid to the sub-consultants shall be first approved by the CITY OF QUINCY.

C. CONTRACTOR shall be held responsible for the negligence or nonperformance of its sub-consultants.

X. MISCELLANEOUS

A. The applicable standard of care will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

B. The Contractor and the CITY agree that the Contractor, its employees, and subcontractors are not agents or employees of the CITY as a result of this Professional Services Agreement for any purposes.

C. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

D. CONTRACTOR is an independent contractor with respect to the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties or to cause the CITY OF QUINCY to be liable or responsible in any way for the actions, liabilities, debts, or obligations of CONTRACTOR or any other person or entity. CONTRACTOR has no right or authority under this Agreement, to incur obligations of any kind in the name of or for the account of the CITY OF QUINCY, nor to commit or bind the CITY OF QUINCY to any contract or other obligations.

E. It is understood and agreed by the parties hereto that if any part, term or provision of this Professional Services Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Professional Services Agreement did not contain the particular part, term or provision held to be invalid.

F. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

G. Venue in any legal action related to this Contract shall be in the City of Quincy, Gadsden County, FL.

H. Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.

I. Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.

J. This Professional Services Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Professional Services Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.


L. This Agreement is solely for the benefit of the CITY OF QUINCY and CONTRACTOR and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

M. CONTRACTOR shall be responsible for obtaining and maintaining all federal, state, and local licenses. In the event CONTRACTOR fails to maintain any applicable licenses for any reason, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

Preble-Rish Inc.
324 Marina Drive
Port St. Joe, FL 32456

By: Cliff Wilson, President



Witnessed: 

Date: 6/8/15

CITY OF QUINCY, FLORIDA,
Acting by and through its duly authorized COMMISSION
Address for Correspondence:
City of Quincy
404 West Jefferson Street
Quincy, FL 32351

By: Derrick Elias, Mayor



Witnessed: 

Date: 5/26/15

EXHIBIT A
MLK BLVD RESURFACING – SCOP
TASK ORDER 2015-006
PROFESSIONAL ENGINEERING SERVICES
For CITY OF QUINCY
MAY 2015

This Task Order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the Martin Luther King Blvd resurfacing project for the acting by and through its Commission.

DESCRIPTION OF ENGINEERING SERVICES
SCOPE OF SERVICES

A. SURVEYING

1. PRI shall locate the right-of-way, existing improvements (i.e. fences, drainage structures, etc...), and horizontal and vertical alignments.
2. PRI shall cross-section the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes.

SURVEYING: \$2,000.00

B. DESIGN

1. PRI shall evaluate existing roadway widths and drainage patterns to determine necessary improvements.
2. PRI shall design the new roadway in accordance with approved standards.
3. PRI shall evaluate roadside obstructions to ensure new roadway meets all clear zone requirements.
4. PRI shall prepare construction plans and specifications necessary to bid the proposed project.

DESIGN: \$6,500.00

C. CONTRACTOR PROCUREMENT

1. PRI shall prepare all bid documents.
2. PRI shall review bids and make recommendation for bid award.

CONTRACTOR PROCUREMENT: \$1,250.00

D. DELIVERABLES

1. PRI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. PRI shall provide 3 sets of 100% plans and bid documents.

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Wetland Delineation or Wetlands Surveying
2. Title searches
3. Stormwater Permitting with FDEP or NFWFMD

E. PROFESSIONAL SERVICE FEES

PRI proposes to provide these services for a lump sum fee of:

TOTAL \$9,750.00

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

20684 Central Ave. East, Suite 1

Blountstown, FL 32424

By: 

Name and Title: Justin Ford, P.E., Project Manager

Witnessed: 

Date: 5/19/15

CITY OF QUINCY, FLORIDA

404 West Jefferson St

Quincy, FL 32351

By: 

Name and Title: Derrick Elias, Mayor

Witnessed: 

Date: 5/26/15

20684 Central Avenue East, Suite 1, Blountstown, FL 32424, P (850) 874-3300

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: August 11, 2020

DATE OF REQUEST: August 4, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director

SUBJECT: Request to Enter into Contract with Sun Coast Electric
for the Circle Drive Sewage Lift Station Upgrade

Statement of Issue:

The agenda item is the agreement with Sun Coast Electric for the upgrade to the Circle Drive Lift Station, in conjunction with Florida Department of Environmental Protection (FDEP) Consent Order No.18-0059 and for the installation of auxiliary power source to enable station to operate in lieu of a power outage for a long-term duration, such as Hurricane Michael.

Background:

The City had system overflows during the period of 2016 to 2018 due to electrical outages, which directly resulted in us having the above-mentioned Consent Order from FDEP being imposed on the City of Quincy.

The project fulfils FDEP requirements for one of the two other lift stations in our system (Circle Dr. and Virginia St.) which are to receive permanent on-sight systems due the flow which these two stations receive. The City received a \$75,000 grant from the Department of Economic Development for this purpose. In addition to installing a permanent natural gas generator with an automatic power transfer switch, there were additional items that staff, as well as, Mott McDonald noticed needed to be addressed in order to fully upgrade the station that had been in existence since the early '80's. The items are two elbows at the bottom of the wet well (replace), check valves (replace), and raise existing control to above 100-year flood levels. The items are listed in an evaluation supplied to us by Jacobs dated May 29 of this year. These are all vital issues that can shut this lift station down even with auxiliary power. The City has chosen to include them in the work and a copy of the plans are attached for your information.

The project was placed out for bid on 6 July with bids to be received on 29 July. Five special invitations were sent out, as well as, it was advertised in the newspaper.

Staff Recommendation:

On 29 July, the City received only one bid. This is somewhat of a specialized project with distinct specialties in the areas utility work, product availability, and electrical knowledge. A copy of the bid is attached for your information. The proposed project costs was \$80,883, which was over budget. In addition, there were several needed items added which was a direct result to the increased costs. The natural gas generator and the installation of the automatic transfer switch amounted to only \$35,000 of the total cost for the project. There is still \$55,000 of the grant available for expenditure. Incidentally, the engineer, Mott McDonald has recommended this project for award based on the completeness of the bid.

Options:

- 1. Vote to approve the City entering into agreement for the project with Sun Coast Electric for the work on the Circle Drive Lift Station.**
2. Vote to provide direction to staff as to how they should proceed in order to meet requirements of the Consent Order 18-0059.

Recommended Option

Option 1

ATTACHMENTS:

- EXHIBIT A: Advertisement
- EXHIBIT B: Sun Coast Electric Bid and Bond
- EXHIBIT C: Plans for the Project
- EXHIBIT D: Project Detail Report for Sun Coast Electric
- EXHIBIT E: Safety Plan for Sun Coast Electric

GL: 402-531-535-30343, 2019-2020

**City of Quincy
Quincy, Gadsden County, Florida
Circle Drive Lift Station Upgrade**

Mott MacDonald Project No. 502100271

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **City of Quincy Circle Drive Lift Station Upgrade, MM Project No. 502100271** will be received, by **City of Quincy**, at **404 West Jefferson Street, Quincy Florida, 32351**, until **2:00 p.m.** local time (EDT) on **29th day of July 2020**, at which time the Bids received will be publicly opened and read.

The Project consists of construction of upgrades to the Circle Drive Lift Station.

Envelope(s) containing bids must be sealed and marked "Bids for City of Quincy Circle Drive Lift Station Upgrade, MM Project No. 502100271 for City of Quincy".

Any bids received after the stipulated time of bid opening will not be accepted and will be returned unopened.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Mott MacDonald, 220 W Garden Street, Suite 700, Pensacola, FL, 32502. (850-484-6011)** Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of **8:30 a.m. - 4:30 p.m.**, and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Electronic copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above. (Shipping at bidder expense. Contact Issuing Office for details.) The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bid security shall be furnished in accordance with the Instructions to Bidders.

All bids must be submitted on the Bid Form as furnished in this Specification. The bids must be accompanied by a Public Entity Crime Statement and by a Bid Bond, certified check or cashier's check, for five percent (5%) of the Base Bid as a guarantee that the bidder will enter into an agreement with the Owner if his bid is accepted.

The bid shall remain in force for sixty (60) days after the time of opening.

Attention of bidders is called to the licensing law of Florida. All bidders must comply with all applicable State and local laws concerning licensing, registration, and regulation of contractors doing business in the State of Florida.

The Owner reserves the right to reject any or all bids and to waive informalities in any bid whenever such rejection or waiver is in the best interest of the Owner. Additionally, the Owner reserves the right to award the contract to any bidder.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner: **City of Quincy**

By: Jack L McLean Jr.

Title: City Manager

Date: **07/06/2020**

+ + END OF ADVERTISEMENT FOR BIDS + +

BID FORM

City of Quincy

Circle Drive Lift Station Upgrade

Mott MacDonald Project No. 502100271

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TRACY LEE
President

3476 Garber Drive
Tallahassee, FL 32303
EC0002785

Ph. 850-514-3989
Fax 850-514-1035
tracy@suncoastelectric.com

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Quincy, 404 West Jefferson Street, Quincy, Florida

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

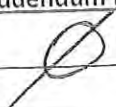

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
	
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The selected bidder must meet Davis-Bacon Wage Determination and American Iron and Steel requirements for the project.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Total of Base Bid Items, subject to adjustment by Additive Bid Items (if selected) and adjustment of quantities:

City of Quincy
 Circle Drive Lift Station Upgrade
 Mott MacDonald Project No. 502100271

Item	Base Bid – Schedule 1 Description	Qty.	Units	Bid Price
1.	Mobilization	1	LS	<u>4,000.-</u>
2.	Lift Station Upgrade	1	LS	<u>76,883.-</u>
Total of Base Bid Items				<u>80,883.-</u>

Additive/Deductive/Alternative Bid Items

∅
∅

Unit Prices for Additions and Deductions

The Bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion, they are unbalanced or not reasonable prices for the work.

Item	Description	Units	∅	Unit Price

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Public Entity Crime Statement;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No. EC0002785;
 - G. Qualifications Statement EJCDC C-451;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

SUN COAST ELECTRIC AND NETWORKING INC

By:
[Signature]

[Printed name]

[Signature]
TRACY LEE

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name]

Title:

Submittal Date:

[Signature]
Tracy Lee
President
8-29-20

Address for giving notices:

3476 GARBER DR
TALLAHASSEE FL 32303

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

850 514 3989
Tracy Lee
tracy@suncostelectric.com
EC 0002785

WESTFIELD INSURANCE COMPANY

Westfield Group[®] 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Sun Coast Electric and Networking, Inc.
3476 Garber Drive
Tallahassee FL 32303

SURETY:

(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)
City of Quincy
404 W Jefferson St
Quincy, FL 32351

BOND AMOUNT: Five Percent of Amount Bid (5%) \$4,044.15/1.00

PROJECT:

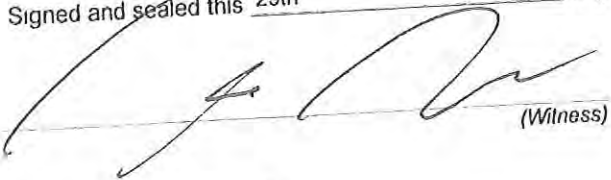
(Name, location or address, and Project number, if any)
Circle Drive Lift Station Upgrade MM Project No 502100271

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner; for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2020


(Witness)

Sun Coast Electric and Networking, Inc.
(Principal) (Seal)
By: Tacy Lee (Title)


(Witness)

WESTFIELD INSURANCE COMPANY
(Surety) (Seal)
By: Tina Montanez (Title)
Tina Montanez, Attorney-In-Fact

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BD5084 OFWWN (10/2010)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0994372 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRADFORD W. BUSH, KYLE C. WHITMAN, CLARENCE F. GREENE, III, TINA MONTANEZ, JOINTLY OR SEVERALLY

of JACKSONVILLE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name place and stead, to execute acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY

"Be It Resolved that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions.

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached" (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of JANUARY A.D., 2017

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina

ss.

On this 05th day of JANUARY A.D. 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument, that he knows the seals of said Companies, that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies, and that he signed his name thereto by like order

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law Notary Public My Commission Does Not Expire (Sec 147.03 Ohio Revised Code)

State of Ohio County of Medina

ss

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof I have hereunto set my hand and affixed the seals of said Companies at Westfield Center Ohio this 29th day of July A.D. 2020



Frank A. Carrino Secretary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00310

PUBLIC ENTITY CRIME STATEMENT FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.)

STATE OF Florida

COUNTY OF: Leon

Before me, the undersigned authority, personally appeared Tracy Lee, who, being by me first duly sworn, made the following statement:

1. The Business address of 5476 Barber dr. Tallahassee Fl. (name of bidder or contractor) is Sun Coast Electric and Networking, Inc
2. My relationship to Sun Coast Electric and Networking, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

SECTION 00310

PUBLIC ENTITY CRIME STATEMENT FORM

- 5. I understand that an "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies)

- 7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

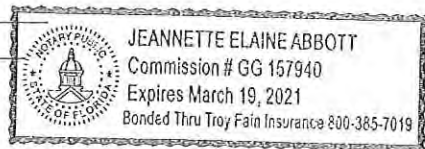
(Draw a line through Paragraph 7 if Paragraph 6 above applies)

Sworn to and subscribed before me in the State and County first mentioned above on the 28 day of JULY, 20 20.

Personally known OR Produced identification _____ (type of identification)

Jeannette Abbott
Notary Public - State of Florida

My commission expires: 3/19/2021



(Printed typed or stamped Commissioned name of Notary Public)

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Sun Coast Electric and Networking
Address: 3476 Garber Dr
Tallahassee FL 32303

2. SUBMITTED TO:

City of Quincy

3. SUBMITTED FOR:

Circle drive lift station

Owner:

City of Quincy

Project Name:

Circle Drive lift station upgrade

TYPE OF WORK:

lift station

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Tracy Lee

Title: President

Phone: 850 514 3989

Email: tracy@suncoastelectric.com

5. AFFILIATED COMPANIES:

Name: N/A

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Florida

Date of Organization: 6-1-1995

Executive Officers:

- President: Tracy Lee

- Vice President(s): Robin Lee

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____ *N/A*

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____ *N/A*

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____ *N/A*

- Address: _____

Joint Venture Managing Partner

- Name: _____ *N/A*

- Address: _____

7. LICENSING

Jurisdiction: Florida
Type of License: Electric
License Number: EC 000 2785
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

N/A

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Westfield Insurance Company
Address: PO Box 5001
Westfield Center, Ohio 44251
Bonding Agent: Brad Bush - Hub International
Address: 10739 Deerwood Park Blvd.
Suite 200
Jacksonville, FL 32256
Contact Name: Brad Bush
Phone: 904-858-4190
Aggregate Bonding Capacity: 20 million
Available Bonding Capacity as of date of this submittal: 18 million

10. FINANCIAL INFORMATION

Financial Institution: Capital City Bank
Address: N. Monroe St
Tallahassee
Account Manager: Karla Hardee
Phone: 850 545 3358

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2019</u>	EMR	<u>1.15</u>
YEAR	<u>2018</u>	EMR	<u>.68</u>
YEAR	<u>2017</u>	EMR	<u>.68</u>
YEAR	<u>2016</u>	EMR	<u>.68</u>
YEAR	<u>2015</u>	EMR	<u>.68</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2019</u>	TRFR	<u>15.85</u>
YEAR	<u>2018</u>	TRFR	<u>25.78</u>
YEAR	<u>2017</u>	TRFR	<u>18.69</u>
YEAR	<u>2016</u>	TRFR	<u>12.02</u>
YEAR	<u>2015</u>	TRFR	<u>6.86</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>126169</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>116358</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>107005</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>106400</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>145600</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2019</u>	DART	<u>3.17</u>
YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>1.87</u>
YEAR	<u>2016</u>	DART	<u>1.20</u>
YEAR	<u>2015</u>	DART	<u>1.37</u>

13. EQUIPMENT:

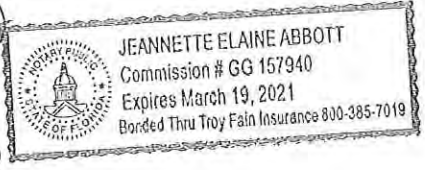
MAJOR EQUIPMENT: N/A

List on Schedule C all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Sun Coast Electric and Network
BY: Tracy Lee
TITLE: President
DATED: 8-28-20

NOTARY ATTEST: Jeannette Abbott
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 28 DAY OF JULY, 2020



NOTARY PUBLIC - STATE OF Florida
MY COMMISSION EXPIRES: 3/19/2021

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

ISSUED FOR BID

QUINCY CIRCLE DRIVE LIFT STATION

GADSDEN COUNTY, FLORIDA

JULY 2020

GADSDEN COUNTY,
FLORIDA

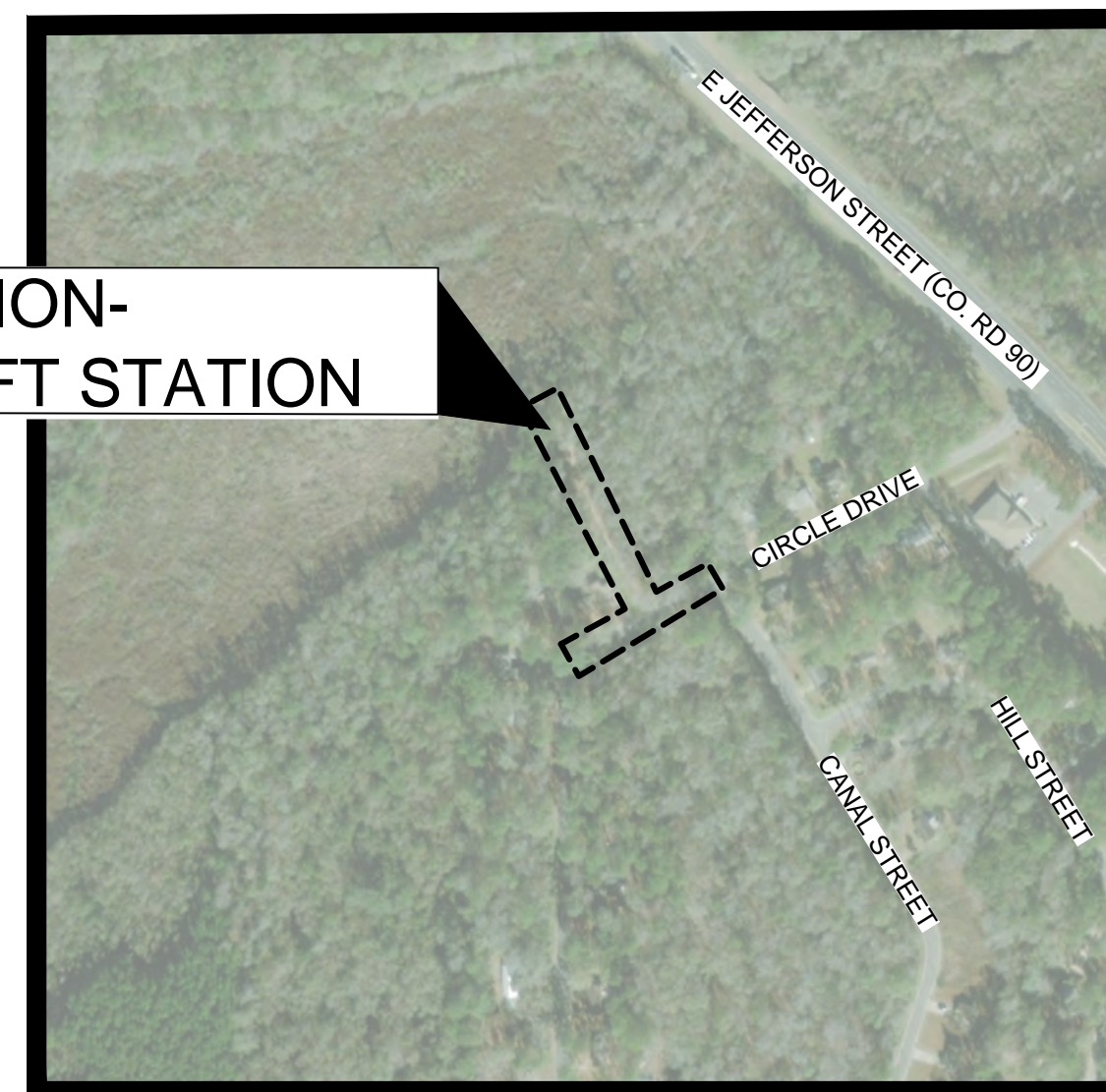


VICINITY MAP

M.M. PROJECT
NO. 502100271

SCALE: NTS

PROJECT LOCATION-
CIRCLE DRIVE LIFT STATION



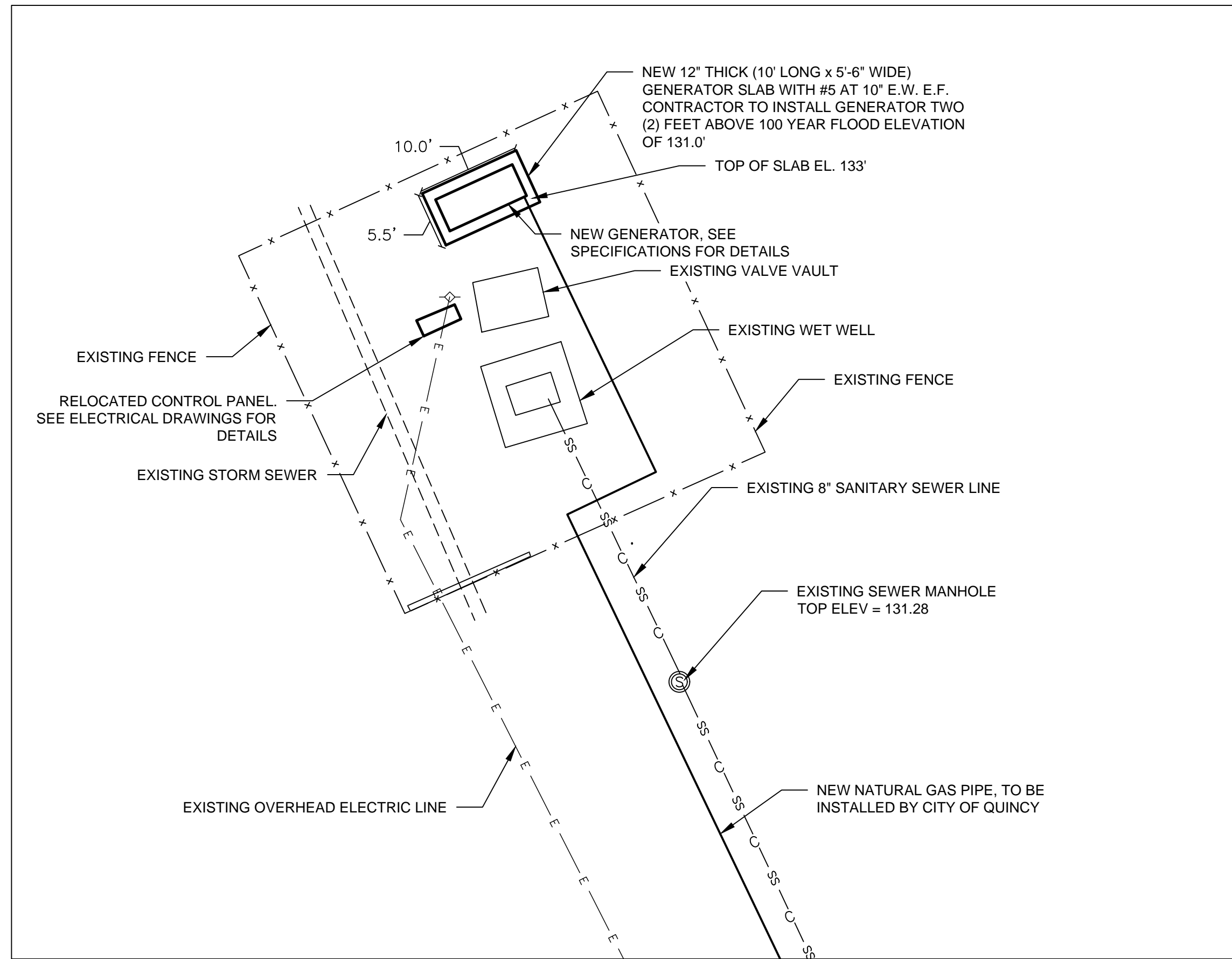
LOCATION MAP

DRAWING INDEX			
DRAWING NO	DRAWING TITLE	DATE	REV
	COVER SHEET	06/12/2020	A
C-1	SITE PLAN	06/12/2020	A
E-1	LEGEND, ABBREVIATIONS & NOTES	06/12/2020	A
E-2	LEGEND, ABBREVIATIONS & NOTES	06/12/2020	A
E-3	ONE-LINE DIAGRAM	06/12/2020	A
E-10	ELECTRICAL SITE PLAN	06/12/2020	A
E-20	ELECTRICAL DETAILS	06/12/2020	A
E-21	ELECTRICAL DETAILS	06/12/2020	A

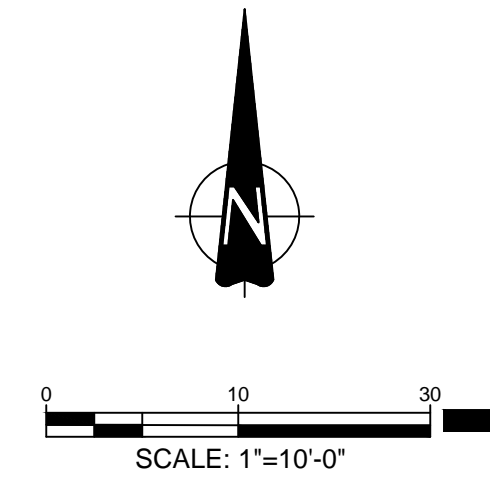
DATE	REV.	REVISION DESCRIPTION

M
M
MOTT
MACDONALD

Architects Engineers Surveyors
AA - C0000035 EV - 0000155 LB - 0006783
220 West Graden Street, Suite 700
Pensacola, Florida (32502)
Telephone: (850) 484 6011

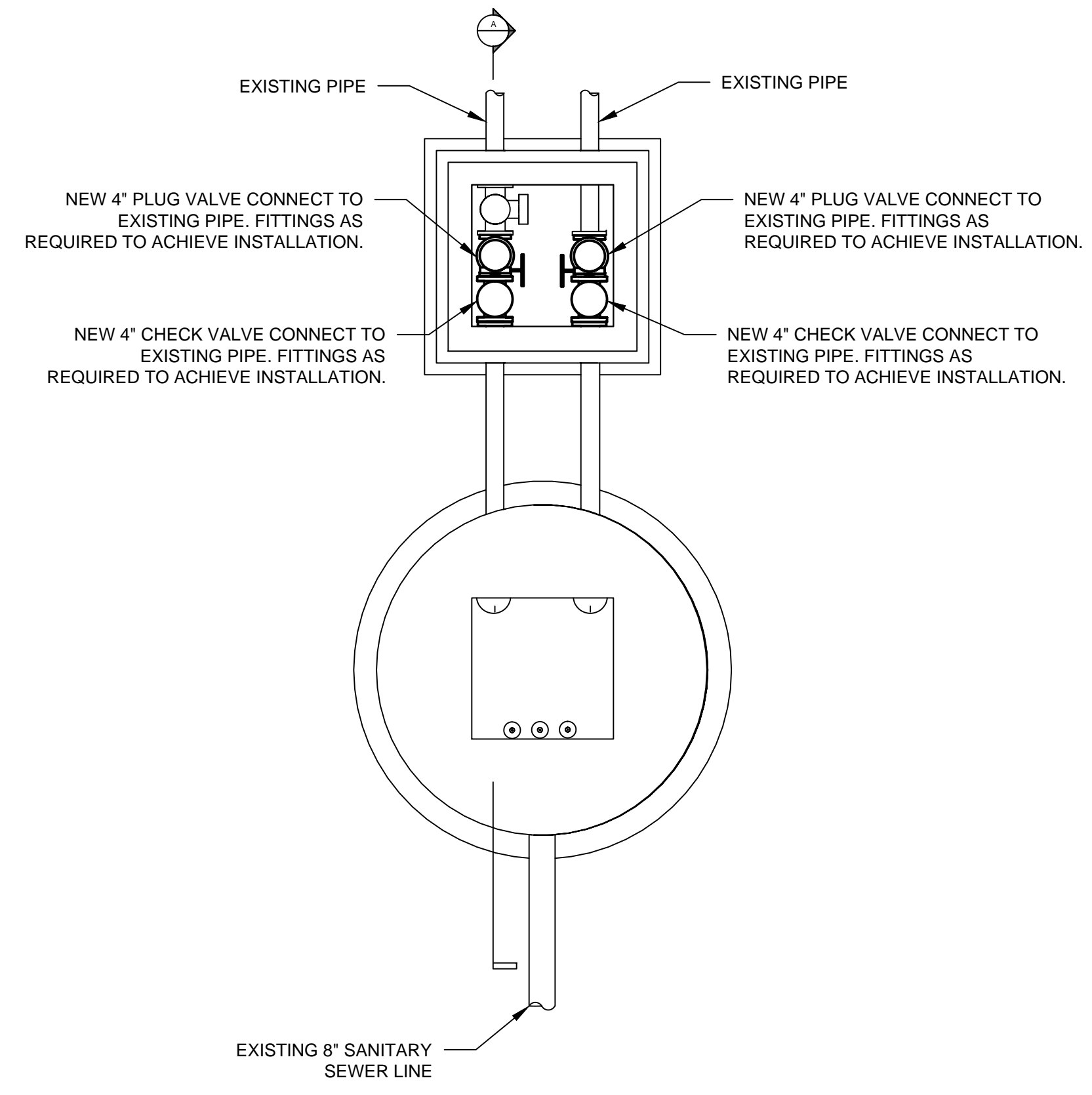


CIRCLE DRIVE LIFT STATION SITE PLAN
SCALE: 1" = 10'-0"

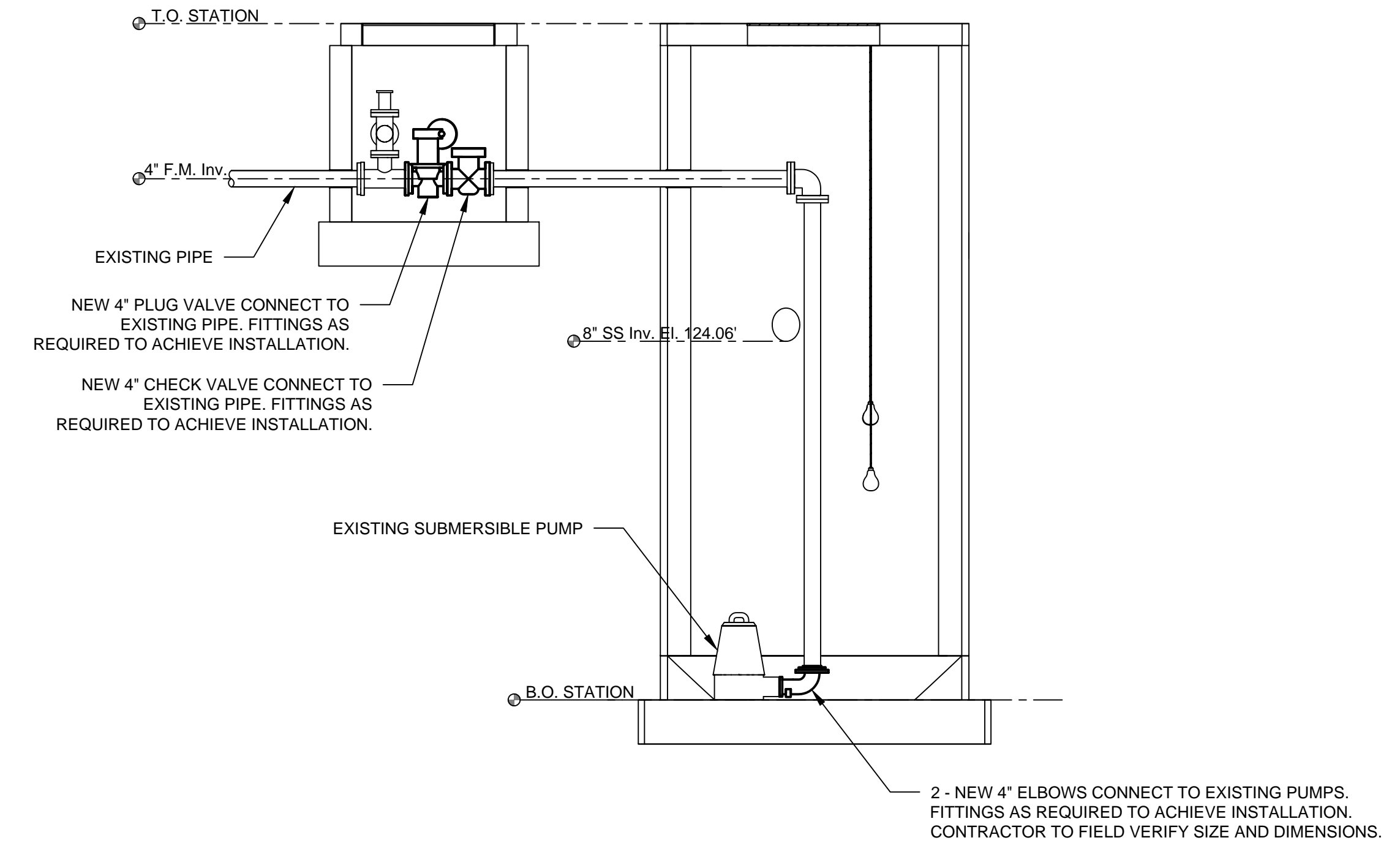


GENERAL NOTES

1. ALL AREAS DISTURBED DURING CONSTRUCTION OPERATIONS SHALL BE GRADED UNIFORMLY AND RESTORED TO ORIGINAL CONDITIONS.
2. CONTRACTOR TO FIELD VERIFY ALL PIPING AND CONDUITS AND COORDINATE WITH CITY OF QUINCY BEFORE ANY MODIFICATIONS.
3. CONTRACTOR TO INSTALL NEW NATURAL GAS GENERATOR TWO (2) FEET ABOVE 100 YEAR FLOOD ELEVATION OF 131.0'. CITY OF QUINCY WILL BE RESPONSIBLE FOR INSTALLATION OF NATURAL GAS PIPE LINE. CONTRACTOR TO CONNECT PIPE TO NEW GENERATOR.
4. CONTRACTOR TO INSTALL TWO NEW 4" BASE ELBOWS IN THE WET WELL, AND WILL BE RESPONSIBLE FOR ALL BYPASS PUMPING DURING INSTALLATION.
5. CONTRACTOR TO RAISE ELECTRICAL CONTROL PANELS AS PER ELECTRICAL PLANS AND SPECIFICATIONS.
6. CONTRACTOR TO INSTALL TWO NEW 4" PLUG VALVES AND TWO NEW 4" CHECK VALVES IN EXISTING VALVE VAULT.



CIRCLE DRIVE LIFT STATION PLAN VIEW
N.T.S.



CIRCLE DRIVE LIFT STATION SECTION A
N.T.S.

MOTT MACDONALD
220 West Garden Street
Pensacola, Florida 32502
Phone: 904.438.1111
Fax: 904.438.1112
Engineers EA-12000035
Surveyors LS-1000783

MOTT MACDONALD

CIRCLE DRIVE PUMP STATION
GADSDEN COUNTY, FLORIDA
CITY OF QUINCY

DATE	REV.	REVISION DESCRIPTION
JULY 2020	SA	
	JM	
	AG	
	AG	

DATE: DESIGNED BY: SA
DRAWN BY: JM
PROJECT ENGINEER: AG
PROJECT MANAGER: AG
MM PROJECT NUMBER: 502100271

ISSUED FOR BID

SHAKIL AMIN, P.E.
FLORIDA LICENSE NO. 75857

DATE

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C-1**

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