

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

[www.myquincy.net](http://www.myquincy.net)



## **Meeting Agenda**

**Tuesday, May 26, 2015**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three)**

**Micah Brown, Mayor Pro-Tem (Commissioner District Two)**

**Keith Dowdell (Commissioner District One)**

**Andy Gay (Commissioner District Four)**

**Daniel McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING  
OF THE CITY COMMISSION OF  
QUINCY, FLORIDA  
Tuesday  
May 26, 2015  
6:00 PM  
CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

**Approval of the Minutes of the previous meetings**

1. Approval of Minutes of the 05/12/2015 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

**Public Hearings as scheduled or agended**

**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.)**

**Ordinances**

**Resolutions**

2. Resolution No. 1331-2015 – Adopting “Quincy Love” Poem

**Reports by Boards and Committees**

**Reports, requests and communications by the City Manager**

3. Communities in School Agreement  
(Mike Wade, Interim City Manager, Gregory Taylor, Parks & Recreation Director)
4. Small Communities Outreach Program-MLK Paving Project,  
(Mike Wade, Interim City Manager)
5. Landfill Report  
(Mike Wade, Interim City Manager, Bernard Piawah, Building & Planning Director)
6. Police and Fire Pension Report  
(Mike Wade, Interim City Manager, Ted Beason, Finance Director)
7. QFD Monthly Reports  
(Mike Wade, Interim City Manager, Scott Haire, Fire Chief)

**Other items requested to be agendaed by Commission Member(s),the City Manager and other City Officials**

**Comments**

a) **City Manager**

b) **City Clerk**

c) **City Attorney**

d) **Commission Members**

(Mayor Elias to discuss hiring a City Manager)

**Comments from the audience**

**Adjournment**

\*Item(s) Not in Agenda Packet

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
MAY 12, 2015  
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, May 12, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

Commissioner Micah Brown  
Commissioner Daniel McMillan  
Commissioner Gerald A. Gay, III  
Commissioner Keith A. Dowdell

Also Present:

Interim City Manager Mike Wade  
City Attorney Scott Shirley  
City Clerk Sylvia Hicks  
Interim Police Chief Glenn Sapp  
Fire Chief Scott Haire  
Finance Director Ted Beason  
Customer Service Supervisor Catherine Robinson  
Human Resources Director Bessie Evans  
Building and Planning Bernard Piawah  
Parks and Recreation Director Gregory Taylor  
Interim Public Works Director Reginald Bell  
CRA Manager Regina Davis  
OMI Representative Terry Presnal  
Sergeant At Arms Captain Robert Mixson

### **Call to Order**

Mayor Elias called the meeting to order, followed by invocation and the Pledge of Allegiance.

### **Approval of Agenda**

Mayor Elias made the following changes to the agenda: under Special Presentations by Mayor or Commission the following was added: Presentation from Gadsden Arts Center, Presentation of a Poem by Chaplin Kenneth Frame, Presentation from Verna Lawson Grady of DJJ, and Presentation of a Resolution to Commissioner McMillan on the passing of his uncle, former City Manager William F. "Buddy" Johnson. The addition of discussion of Utility Policy was placed under Reports, request and communications by the City Manager. Gay. Commissioner McMillan made a motion to approve the revised agenda. Commissioner McMillan seconded the motion. The vote was five to zero. The ayes were unanimous.

### **Special Presentations by Mayor or Commission**

Mayor Elias read a Resolution in memory of former City Manager William F. "Buddy" Johnson and presented it to Commissioner McMillan.

Anissa Ford Education Coordinator for the Gadsden Arts Center came before the Commission and presented a power point presentation of the activities and a request for the upcoming budget in the amount of \$5,000.

Chaplin Kenneth Frames read a poem for the City of Quincy entitled "Quincy Love". Mayor Elias stated that the City may want to adopt the poem as the City's official poem.

Mrs. Verna Lawson Grady of the Department of Juvenile Justice Prevention and Victim Services came before the Commission to inform them that they will be providing services in Gadsden County.

### **Approval of the Minutes of the previous meeting**

Commissioner Gay made a motion to approve the minutes of the April 27, 2015, regular meeting with corrections if necessary. Commissioner McMillan seconded the motion. The vote was five to zero. The ayes were unanimous.

Commissioner Brown made a motion to approve the minutes of the April 28, 2015, canvassing board meeting with corrections if necessary. Commissioner McMillan seconded the motion. The vote was five to zero. The ayes were unanimous.

Commissioner Brown made a motion to approve the minutes of the May 1, 2015, reorganization meeting with corrections if necessary. Commissioner Dowdell seconded the motion. The vote was five to zero. The ayes was unanimous.

### **Proclamations**

Mayor Elias proclaimed the week of May 17<sup>th</sup> thru 23<sup>rd</sup> as Poppy Week in the City of Quincy.

### **Public Hearings as scheduled or agended**

At a public hearing Commissioner Dowdell made a motion to read Ordinance No. 1068-2015 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, McMillan, Gay, Dowdell and Elias. Nays were none. The Clerk read the title as follows:

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO FLEA MARKETS, VENDING BOOTHS, MOBILE FOOD VENDORS, MOBILE VENDORS AND SEMI-PERMANENT VENDORS, AMENDING ORDINANCE NO. 1028, AS WAS FURTHER AMENDED BY ORDINANCE NO. 1038; REPEALING A MORATORIUM ON ISSUANCE OF PERMITS UNDER CODE OF ORDINANCES SECTION 46-233 FOR**

**MOBILE FOOD VENDORS AND MOBILE VENDORS AND FURTHER AMENDING THAT SECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Elias asked the audience if they had any comments or questions. There were no comments or questions from the audience. Commissioner Dowdell made a motion to approve Ordinance No. 1068-2015 on first reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, McMillan, Gay, Dowdell and Elias. Nays were none.

**Public Opportunity to speak on Commission propositions – (Pursuant to Section 286.0114 Florida Statutes and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)**

**Ordinances**

**Resolutions**

*Resolution No. 1329-2015 RedEye Velo Bike Race*

Commissioner Gay made a motion to approve Resolution No. 1329-2015 for the temporary road closure and bicycle race. Commissioner McMillan seconded the motion. The ayes were unanimous.

**Reports by Boards and Committees**

**Reports, request and communications by the City Manager**

*Gadsden Arts Center Presentation* – moved to Special Presentations by Mayor or Commission

**Utility Policy**

Mayor Elias asked if the City had a policy that address if a person is deceased leaving a utility bill. The Manager stated we don't have a policy. The Commission agreed to set a workshop to discuss the issue. Commissioner Gay stated that we need to discuss our cutoff deadlines. Commissioner Brown stated we need to discuss the late fee when paying on line.

*RedEye Velo Bike Event*

Peter Butler representative of RedEye Velo Bicycle Race came before the Commission to formally request the City's support for the bicycle race scheduled for May 23<sup>rd</sup>. He stated that they have been working with the Police Department, Public Works, and the Fire Department to ensure that they race will be safe, secure and successful for the visitors and members of the community. The requested amount is \$3,200 for law enforcement personal, \$1,000 for Public Works, and \$400 for EMT services totaling \$4,600. Mr. Butler informed the Commission that they have omitted the 5K Run. Commissioner Gay asked if

they had contacted the citizens that would be affected by the road closure. Mr. Butler stated that he had not. Joe Monroe of 313 N. Jackson Street stated that he had spoken with some of the neighbors. Commissioner Gay suggested that the request is going to be an annual event that it be placed on the agenda during the budget process. Commissioner Dowell advised Mr. Butler to get with Ms. Sonya Burns to be placed on the annual calendar for the TDC. Commissioner Gay stated that this is not a budgeted item and asked the Manager where the funds would come from. The Manager stated we still have some funds in contingency. Commissioner McMillan asked that if the CRA could sponsor the event. Ms. Davis stated that there is a category for special events and the funds could come from that line item. Commissioner McMillan made a motion to approve the funding from the CRA budget line item special events. Commissioner Brown seconded the motion. The ayes were Commissioners Brown, McMillan, Dowdell, and Elias. Nay was Commissioner Gay. The vote was four to one. The motion passed.

#### *AP Report end of April 2015*

Commissioner McMillan stated everyone is to be commended for this report there are no accounts over 90 days. Commissioner Gay stated that we should give considerations to our local vendors.

#### *April Financial Report*

Commissioner McMillan stated kudos to the staff for keeping their budgets in line. He gave special thanks to Public Works and Utilities. Commissioner Dowdell asked where the Smart-grid fund on the report is.

#### *AR Report April 30, 2015*

Commissioner Dowdell asked if we still had average billing. He also asked what we are doing to collect the arrears. Mr. Beason stated that they have made arrangements to pay the bills. Commissioner McMillan stated that staff is to be commended for collections.

#### *P-Card Report - No Comments*

Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials

### **Comments**

#### **City Manager**

Interim City Manager Mike Wade announced that the Dollar Tree will have their grand opening on Wednesday at 9:00 am.

Interim City Manager Mike Wade asked Interim Police to give an update on Relay for Life. Interim Police Chief introduced the committee they were: Bessie Evans, Vancheria Perkins, Diane Matheney, Regina Davis, Reggie Bell, and Greg Taylor. He stated that for the past

two (2) years he was chairperson and the City of Quincy had raised over \$17,000 for the American Cancer Society and was the top lead teams for Gadsden County. He stated the fundraiser were: Garage Sales, Breakfast, and Officers bagging grocery at the Piggly Wiggly.

**City Clerk** – None

### **City Attorney**

*Discussion of community residential homes under Section 419.001, Florida Statutes*

City Attorney Shirley informed the Commission that for the past 30 days the Planning Office has been contacted by individuals that want to open up group homes in the City. He stated that there are two sizes of Homes CRH 7 -14 residents all shall be multi-family residential and 6 or less all single family doesn't need permit. Attorney Shirley stated that he spoke with the Agency for Disabilities and the applicants can't be within 1,000 feet of each other. Commissioner Gay stated that one of the proposed community residential homes is proposing to move in his mother's neighborhood and asked are the places regularly inspected.

### **Commission Members**

Commissioner Dowdell offered condolence on the passing of Commissioner McMillan's Uncle.

Commissioner Dowdell asked the Manager of the status of the four way stop at the intersection of Martin Luther King Jr. Boulevard and Shelfer Street. The Manger stated that they have not yet completed the traffic study.

Commissioner Dowdell asked the status of the Ditch on Shelfer Street. The Manager stated that Public Works is in the process of putting stabilizing material in the ditch to help prevent erosion.

Commissioner Dowdell thanked Mr. Piawah for an excellent job on Quincyfest. He stated the only thing he found wrong was there was no top over the stage.

Commissioner Dowdell asked what the purpose of the white flags on the right-of-way was. The Manager stated they are there for underground utilities to be located in that area.

Commissioner Dowdell asked the Manager when we are getting a new Police Chief and Public Works Director. The Manager that he had not gotten the Committee to narrow down the applications. Commissioner Dowdell stated that the citizens are asking him that question.

Commissioner Dowdell asked if the Police Department had a female in a leadership position. Chief Sapp replied no.

Commissioner Gay – None



Commissioner McMillan – None

Commissioner Brown asked the Manager to have the area along Tanyard Creek at 8<sup>th</sup> and Crawford cleaned up. The Manager stated he would check into the matter.

### **Comments from the audience**

Ms. Denise P. Hannah of 714 South 9<sup>th</sup> Street came before the Commission and thanked Mr. Bell and Mr. Wade for the handicap accessibility on Martin Luther King Jr. Boulevard.

Mrs. Hannah also stated the poem by Chaplin Frame was very good.

Minister Alphonso Figgers of 215 North Chalk Street recommended Chief Sapp and Mr. Bell for the positions.

Minister Figgers offered condolences to Commissioner McMillan.

Minister Figgers thanked Ms. Davis for providing breakfast.

Minister Figgers stated that the Shaw Quarters Community will be having their annual banquet at the on June 13, at the Washington Lodge and asked of a donation.

Mayor Elias asked that GF&A Drive near Highway 90 and South Adams Streets be cleaned up.

Mayor Elias stated that we need to maintain all the ditches.

Mayor Elias stated that he does not like to receive complaint calls from citizens, they say they can't reach anyone, nobody don't call them back, and the voice mail is full.

Mayor Elias asked that the Police ride thru his district due to the break in on South Adams Street.

Mayor Elias asked the Manager to give a follow up report at the next meeting regarding items that the Commission had requested at the prior meeting.

Mayor Elias thanked Mr. Piawah for a great job on Quincyfest. He stated the only thing people had a problem with is the streets were closed too early and parking for the disable citizens.

Mayor Elias stated that people are lobbying him for the interim positions of Police Chief and Public Works Director. He stated that is a function for the Manager and he or the Commissioner have any say so in the appointment of the department heads. Mayor Elias asked the Commission what we are going to do about the appointment of the City Manager's position and asked that it be agendaed for the next meeting.

Mayor Elias stated that he was watching television and WCTV had a story stating that Gadsden County was one of the worst places to raise a family, he stated that it bothered him and he wants to address that issue.

The Commission set the workshop on utilities for Tuesday, May 26, 2015 at 4:30 p.m.

Commissioner McMillan made a motion to adjourn the meeting. Commissioner Dowdell seconded the motion. There being no further business to discuss the meeting was adjourned.

APPROVED:

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Derrick D. Elias Mayor and  
Presiding Officer of the Commission and of  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

## RESOLUTION NO. 1331-2015

### A RESOLUTION FORMALLY ADOPTING “QUINCY LOVE” AS THE CITY OF QUINCY OFFICIAL POEM.

Whereas, The City of Quincy has formally chosen to formally adopt a poem by Pastor Kenneth Frame “Quincy Love” into the City’s repertoire of items to be shared.

Attachment A **NOW THEREFORE, be it ADOPTED AND RESOLVED by the City Commission of the City of Quincy, Florida, as follows:**

1. The recitals above are incorporated herein by reference and made a part hereof.
2. The City Commission of the City of Quincy hereby approves and adopts the City of Quincy Official Poem attached hereto as Exhibit “A.”
3. This Resolution shall take effect immediately upon adoption.

Passed in open session of the City Commission of the City of Quincy, Florida on the 26<sup>th</sup> day of May, A.D. 2015

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Derrick D. Elias Mayor and  
Presiding Officer of the City Commission and of  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

Attachment A

Quincy Love

Quincy love is not brand new  
It's been here waiting just for you

You can hear the birds  
In the morning time

For the love of Quincy  
Will capture your mind

This little town  
Is the place to be?

Because Quincy's love  
Has history

With rolling hills  
And Victorian homes

Coca Cola and Quincy Farms

The Garden Center  
And the Breakfast Inn

What a great place  
To meet new friends

Quincy Fest  
And Tanyard Creek park

And Hopkins landing  
Will steal your heart

And if you're passing  
Through our Town

Park your car  
And stick around

Visit our shops  
And browse our stores

And you can catch a great show  
Right next door

For our Leaf Theater  
Has music and plays

And you're guaranteed  
To enjoy your stay

So let us put a smile  
On your face

So you can be  
Blessed by Quincy's grace

So relax your mind  
And have a nice meal

For the food is good  
At the West End Grille

And we hope you come back  
And visit our town

Cause we truly enjoyed  
Having you around

Have a safe trip home  
When you get on your way

And we hope you enjoyed  
Your Quincy stay

Our love is real and that's for sure  
So yawl come back and be our guest  
And our Quincy love will do the rest.

By: Kenneth Frame

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: May 26, 2015

Date of Submittal: May 22, 2015

To: Honorable Mayor and Members of the Commission

From: Mike Wade, City Manager  
Greg Taylor, Director of Parks & Recreation

Subject: Summer Camp Agreement with Communities in School

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**Statement of Issue:**

Staff is requesting approval for the Mayor to sign a non-binding agreement between the City of Quincy and Communities In Schools of Gadsden County, Inc. (CISGC) for the use of Quincy recreation facilities in order to provide a partnership between the two parties for the purpose of providing summer programs for youth.

**Background:**

The City of Quincy and The Quincy Parks and Recreation Department have been collaborating with Communities in School since 2008 to provide summer programs for area youth. This partnership started when the City of Quincy could not continue to offer summer youth programs to the citizens of Quincy.

The Governance Board listened to the presentation of Mr. Roger Milton, the director of the program and granted him the use of the city parks, pool, and Ferolito Recreation Center to run a summer camp, which focused on athletics and academics. The program services approximately 150 kids each year.

We have not charged a fee for the services in the past; however we receive an annual check from CISGC in the approximate amount of \$3000.00 for pool attendance.

This program has also given many young adults an opportunity to receive summer employment and it has granted parents a safe and positive environment to leave their kids with an assurance that they will be well taken care of.

As stated earlier The Governance Board has approved the use of our facilities in the past, however Communities in School has presented us a first time non-binding contract that they would like for us to sign and agree to.

This agreement continues operation of services that have occurred in the past; however it would now be in writing. The City Attorney has reviewed this agreement. Within the language of the agreement it is stated that this non-binding agreement will expire September 31, 2015. After the expiration of the agreement, the attorney recommends making additional changes to the agreement, which will include a binding agreement for future continuation of facility usages.

**Options:**

Option 1: Commissioners authorize the Mayor to sign the agreement between the City of Quincy and Communities in School for the 2015 Summer Camp Program starting June 8<sup>th</sup> thru July 30<sup>th</sup> with an expiration date of September 31, 2015.

Option 2: Do not authorize the Mayor to sign the agreement

**Recommendation:**

Option 1

Attachments:

1. Memorandum of Agreement



## **Memorandum of Agreement**

### **Communities In Schools of Gadsden County, Inc. (CISGC)**

**And**

### **City of Quincy**

#### **I. Background and Introduction**

This non-binding written agreement exists to clarify the partners' roles and responsibilities of **Communities In Schools of Gadsden County (CISGC)** and the **City of Quincy**. The following agreement is designed to assist **CISGC** and the **City of Quincy** in the delivery of effective programs. By bringing caring adults and resources into Gadsden County Schools to address children's unmet needs, **CISGC** creates a comprehensive, coordinated and accountable system. **CISGC** ensures that the services provided by an array of partners are interconnected and integrated to provide support based on assessed student and school needs.

In the spirit of creating a strong partnership on behalf of students, families and the community, **CISGC** and the **City of Quincy** agree to collaborate toward accomplishing the CIS mission and assume the responsibilities identified in this agreement.

The mission of **CISGC** is to surround students with a community of support, empowering them to stay in school and achieve in life. **CISGC** uses existing resources efficiently and leverages funding to effectively provide students with these five basics: (1) A one-on-one-relationship with a caring adult; (2) A safe place to learn and grow; (3) A healthy start and a healthy future; (4) A marketable skill to use upon graduation; and (5) A chance to give back to peers and community.

The goal of the **City of Quincy**, through the City Parks and Recreation Department, is dedicated to enhancing the quality of life through community partnership, providing diversified innovative choices in recreation, meeting current needs and planning for future needs.

#### **II. CISGC will:**

- Develop and operate programs for Gadsden County Schools' children with the overall mission aimed at helping students stay in school and achieve in life.
- Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service.



- Provide opportunities for the schools to access services for students, teachers and families. programs and services are based on the **CISGC** Five Basics.
- Conduct a needs assessment at each **CISGC** school site to determine needed resources and that may be provided through the **CISGC** Model.
- Measure progress on agreed upon outcomes. Gather data related to outcome measurement and goal planning and enter into the CIS Data Management System (CISDM).
- Provide volunteers to all Gadsden County schools to serve in capacities such as tutors, mentors, proctors and to meet other requests as needed. **CISGC** will ensure that all volunteers will be screened and go through an orientation process.
- Develop an Annual Site Plan, for each school where **CISGC** has a presence, that provides written expectations and goals for each school year by which the effectiveness of the services delivered can be evaluated.
- Provide periodic reports to site leadership, based on progress toward implementing goals in the Annual Site Plan.
- Maintain the security and confidentiality of all student information.
- Commit to a schedule of regular student visits to Gadsden Arts, with tour dates set by the 2<sup>nd</sup> week of each semester. **CISGC** will also notify Gadsden Arts staff by phone or email at least 2 days in advance of any changes or cancellations—if possible.
- Provide 1 instructor or chaperone for every 10 children during Gadsden Arts tours/activities. Instructors/Chaperones are responsible for monitoring student behavior during visits.
- Prepare students for visits to Gadsden Arts by introducing them to gallery guidelines.

### **III. City of Quincy:**

- Provide a staff as point of contact at the City Parks and Recreation Department.
- Provide use of City recreation facilities for **CISGC** for the Stewart Street Elementary School Extended Learning Day Program.
- Provide use of City recreation facilities for **CISGC** for the Gadsden Fun2Learn Summer Camp program and sports events.
- Provide, for regular fees, use of the City recreational pool for **CISGC** for the Fun2Learn Summer Camp program and sports events.

### **IV. Overall Partnership Goals**

Create a cohesive partnership between **CISGC** and the City of **Quincy** and Gadsden Arts Center, and to connect students with community resources.

### **V. Duration**

This agreement shall expire on September 31, 2015, unless terminated at an earlier date as provided herein below.

**VI. Cancellation of Agreement**

In the event that either party cannot continue the partnership (for example, through loss of funding or transportation) either party may terminate the agreement with 30-day advance written notice.

**VII. Modifications**

This agreement may be amended at any time by an agreement in writing executed through mutual agreement by authorized representatives of **CISGC** and **City of Quincy City Commission**.

**APPROVED** by majority vote of the City Commission of the City of Quincy this \_\_\_\_ day of May, 2015.

BY:

\_\_\_\_\_  
Derrick Elias  
Mayor and Presiding Officer  
of the City Commission of the City of Quincy,  
Florida

ATTEST:

\_\_\_\_\_  
Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

**CIS of Gadsden County**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Executive Director  
Authorized Title/Position

\_\_\_\_\_  
Date

**CITY OF QUINCY**

**CITY COMMISSION AGENDA REQUEST**

MEETING DATE: May 26, 2015

DATE OF REQUEST: May 21, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Interim City Manager

SUBJECT: Small Counties Outreach Program (SCOP) – Paving of Martin Luther King Boulevard

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**Statement of Issue:**

The information provided herein is in reference to the above mentioned SCOP Project for the resurfacing of a portion of MLK Blvd. of which we have received 100% funding for design and construction. This is a request for Commission approval of the submitted Preble Rish Task Order to begin design of the MLK Resurfacing and for the Engineer of Record to perform services during the construction phase of the project.

**Background on the SCOP Project:**

As a result of the March 24, 2015 regular City of Quincy Commission meeting, the Commission approved staff to proceed with the selection process of an EOR (Engineer of Record) as well as the completion of the SCOP agreement with FDOT. During the period of finalizing the SCOP agreement with the Department of Transportation, we solicited five engineering firms for proposals to be our EOR on this project. We received proposals from all five and had a point tabulation for each of the proposals based on the RFP which was submitted to all firms. The proposals were graded based on the criteria contained within the RFP by three different staff members on a completely independent basis. The results were tallied and Preble Rish was the number one selection by all for several reasons. All documentation for the selection process is currently readily available through the Utilities Department. Since that was completed with a basic service agreement for overall engineering services on road construction projects being provided and approved by staff, we have been awaiting the completion of the SCOP agreement with the State along with the Notice to Proceed (NTP). The NTP came via email on Monday, May 18th and the signed SCOP agreement came in Wednesday, May 20th by mail, both of which had to be completed prior to us entering into any agreement which obligated us to the funds reserved in the SCOP.

### **Staff Recommendation:**

Enclosed in your agenda packet is a copy of the Notice to Proceed from the Florida Department of Transportation giving permission for the City to incur costs. Also enclosed is the Professional Services Agreement with Preble Rish ready for signature by the Mayor along with a Task Order for the Martin Luther King Resurfacing Project from Preble Rish ready for the Mayor's signature as well. The total cost of the Task Order is \$9,750.00 and it is within \$3.00 of the design services item as listed in Exhibit B of the SCOP Agreement (enclosed as well).

### **Options:**

1. Move for approval for the Mayor to sign both the Professional Services Agreement and the attached Task Order 2015-006 to Preble Rish in triplicate.
2. Vote to give staff further direction as how to proceed with the project.

### **Recommended Option**

#### **Option 1**

#### **Attachments:**

1. Staff Approved Professional Services Agreement from Preble Rish
2. Task Order 2015-006 from Preble Rish
3. Resolution 1325-2015
4. Notice to Proceed by FDOT
5. Copy of Signed Copy of SCOP Agreement with FDOT

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day \_\_\_\_\_ 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	115.00
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	50.00
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 Assistant	60.00
Administrative 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 guaranties 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 sublet, 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: \_\_\_\_\_

CITY OF QUINCY, FLORIDA,  
acting by and through its duly authorized COMMISSION  
Address for Correspondence:  
P.O. Box 1799  
5-B East Jefferson Street  
Quincy, FL 32351

By: Derrick Elias, Mayor

\_\_\_\_\_

Witnessed: \_\_\_\_\_

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

**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 NWFWMMD

**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: \_\_\_\_\_

20684 Central Avenue East, Suite 1, Blountstown, FL 32424, P (850) 674-3300

Panama City | Port St. Joe | Santa Rosa Beach | Ft. Walton Beach  
Freeport | Monticello | Quincy | Crawfordville | Tallahassee  
Lake City | Cross City | Marianna | Pensacola | Daphne, AL | Pétion-Ville, Haiti

RESOLUTION No. 1326-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY AUTHORIZING A CONTRACT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF THE MILLING AND RESURFACING OF MARTIN LUTHER KING Jr. BLVD FROM STATE ROAD 267 TO SOUTH SHELFER STREET.

WHEREAS, The City of Quincy, Florida, has been made aware of the need for milling and resurfacing of a portion of Martin Luther King Jr. Boulevard from State Road 267 to South Shelfer Street : and

WHEREAS, THE Florida Department of Transportation has offered funding to accommodate the milling and resurfacing of Martin Luther King Jr. Boulevard from State Road 267 to South Shelfer Street;

**NOW, THEREFORE, BE ADOPTED AND RESOLVED, by the City Commission of the City of Quincy, Florida, that;**

The Commission enter into a Small County Outreach Program Agreement (FPID# 43726715401) with the Florida Department of Transportation for funds to provide milling and resurfacing on Martin Luther King Jr. Boulevard from State Road 267 to South Shelfer Street; and that the Mayor sign the agreement. The Mayor is hereby authorized to execute such agreement on behalf of the City and City staff is authorized to take such actions and to prepare and execute such additional documents as are necessary to comply with the terms of the Agreement.

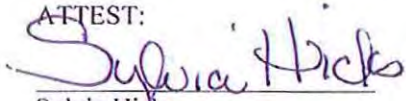
**PASSED AND ADOPTED** by the City Commission of the City of Quincy, Florida, this 14<sup>th</sup> DAY of April 2015.

BY:



Derrick Elias  
Mayor and Presiding Officer  
of the City Commission of the City of Quincy, Florida

ATTEST:



Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

May 15, 2015

City of Quincy  
Attention: Mr. Mike Wade  
404 W Jefferson Street  
Quincy, Florida 32351

Subject: Municipal Small County Outreach Program Agreement  
Martin Luther King, Jr., Boulevard  
Financial Project ID: 437267-1-54-01  
Contract Number: ARS20

Dear Mr. Wade:

This letter is to provide Notice to Proceed to the City of Quincy for the Municipal Small County Outreach Program Agreement for Martin Luther King, Jr., Boulevard.

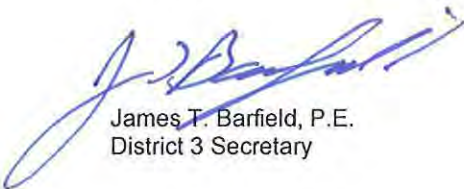
The City must provide a set of signed and sealed plans, scope of service, an Engineer's Estimate, and an email verifying that all consultants have been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise for construction.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the City's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Myra Suggs at 1074 Highway 90, Chipley, Florida, 32428. Because this is a reimbursable program, invoices received from your contractor must be paid from City funds. The City will in turn submit an invoice to the Department to be reimbursed. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit and should include a copy of cancelled check to the contractor(s). Please remember that the City of Quincy is responsible for bearing all expenses in excess of the agreement amount. If the limits of the project listed in the agreement cannot be met or will need to be modified, notify the Department immediately for approval. Change orders not within the scope of the project need to be approved by the Department before proceeding with the work. Any work completed for limit changes or change orders will not be eligible for reimbursement without the appropriate approvals. This agreement expires on January 31, 2016.

Should you have questions or need additional information, please contact Dustin Castells at (850)330-1227 or Myra Suggs at (850)-330-1563.

Sincerely,

A handwritten signature in blue ink, appearing to read "James T. Barfield".

James T. Barfield, P.E.  
District 3 Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**  
(Project Administered by County)

Financial Project No: <u>43726715401</u>	Vendor No.: <u>F596000416003</u>
Contract No. <u>ARS 20</u>	CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this 15 day of May, 2015 between the State of Florida, Department of Transportation (“Department”) and City of Quincy, (“Recipient”). The Department and the Recipient are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. The Department is authorized under Section 334.044 (7), Florida Statutes, and Section 339.2818, Florida Statutes to enter into this Agreement.
- B. The Small County Outreach Program (“SCOP”) has been created within the Department pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads and also to municipalities within rural areas of critical concern (rural areas of opportunity (“RAO”)) with projects, excluding capacity improvement projects.
- C. The Department has determined that the transportation project described in Exhibit “A” attached and incorporated in this Agreement (“Project”), is necessary to facilitate the economic development and growth of the State and the Department is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Recipient for the direct costs of the Project.
- D. Exhibits A, B, C, D and E are attached hereto and incorporated by reference into this agreement.
- E. The Recipient is authorized to enter into this Agreement by the resolution attached and made part of this Agreement as Exhibit E.



NOW, THEREFORE, in consideration of the mutual benefits contained in this Agreement, the parties agree as follows:

1. The recitals set forth above are incorporated by this reference in this Agreement.
2. The Recipient shall furnish all services as required in Exhibit "A" for completion of the Project.
3. The term of this Agreement shall begin upon the date of signature of the last party to sign this Agreement ("Effective Date") and continue through January 31, 2016. Execution of this Agreement by both parties shall be deemed a Notice to Proceed to the Recipient for work to begin on the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement. The estimated project production schedule is as follows:
  - a. Design plans contract to begin on or before May 31, 2015, and design plans to be completed by August 31, 2015.
  - b. Actual Construction shall begin no later than October 31, 2015, and be completed by January 31, 2016.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$234,529.00 (the maximum Department participation as set forth in Method of Compensation in Exhibit B). The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the project by the execution of a supplemental agreement. Travel costs will not be reimbursed.
  - a. The Department agrees to compensate the Recipient for services described in Exhibit "A", and as set forth in the Method of Compensation in Exhibit "B".
  - b. Unless otherwise permitted, payment will begin in the year the Project or Project phase is scheduled in the adopted work program as of the Effective Date of this Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.
  - c. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Project Number 43726715401, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require written approved in advance by the Department.
  - d. Invoices shall be submitted at least quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to

reimbursements. The final invoice shall be accompanied by a Notice of Completion, Exhibit "D."

- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- g. The Recipient should be aware of the following time frames. Upon receipt of an invoice, the Department has twenty (20) days to inspect and approve the goods and services. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Recipient requests payment. Invoices which have to be returned to the Recipient because of Recipient 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 Department. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at (877) 693-5236.

- h. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the Recipient and all subcontractors performing work on the project, and all other records of the Recipient and subcontractors considered necessary by the Department for a proper audit costs.
- i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party. (insert address below if required)
- j. In the event this Agreement is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are incorporated as follows:

“The Department, 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 Department shall require a statement from the Comptroller of the Department 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 Department 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.”

- k. The Department's obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.
- l. All costs charged to the Project and the grant match of in kind services shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
5. The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the state Chief Financial Officer (CFO) or Auditor General.
  - b. The Recipient, as a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
    - i. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of the threshold established by Section 215.97, Florida Statutes, in any fiscal year of the Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. Exhibit "C" to this Agreement provides the specific state financial assistance information awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- iii. If the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required; however, the Recipient must provide to the Department a certification of exemption to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than 9 months after the end of the Recipient's fiscal year for each applicable audit year. In the event that the Recipient expends less than the threshold established by Section 215.97, Florida Statutes, in state financial assistance in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
- iv. Copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local

governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

- vii. Upon receipt, and within 6 months, the Department shall review the Recipient's financial reporting package, including the management letters and corrective action plans, to the extent necessary to determine whether timely and appropriate corrective action has been taken with respect to audit findings and recommendations pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance, in accordance with Section 215.97(8)(l), Florida Statutes.
  - viii. As a condition of receiving state financial assistance, the Recipient shall allow the Department, or its designee, the CFO or Auditor General access to the Recipient's records, including project records, and the independent auditor's working papers as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
6. The Recipient shall permit, and shall require its contractors and subcontractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, and records, and to audit the books, records, and accounts pertaining to the financing and development of the Project.
  7. The Recipient must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the Department pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.
  8. In the event the Recipient proceeds with the design, construction and construction engineering inspection services ("CEI") of the Project with its own forces, the Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). The Recipient shall hire a Department qualified CEI. The Department shall

have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project.

9. Upon completion of the work in accord with the Plans, the Recipient shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. Additionally, the Recipient shall assure that all post construction survey monumentation required by Fla. Stat. is completed and evidence of such is provided to the Department in a manner acceptable to the Department.
10. The Recipient 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 Recipient in conjunction with this Agreement. Specifically, if the Recipient is acting on behalf of a public agency the Recipient shall:
  - a. 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 Recipient.
  - b. 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.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Recipient 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 Recipient to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Recipient shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Recipient and shall promptly provide the Department a copy of the Recipient's response to each such request.

11. The Recipient 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, or national origin in the performance of work under this Agreement.
12. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The Recipient is responsible for obtaining the National Pollutant

Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the Department; however, in such event, the Recipient will comply with all terms and conditions of such permit in construction of the subject facilities.

13. The Recipient affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Recipient agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
14. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
15. The Recipient will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Recipient shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Recipient shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Recipient affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. 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 Recipient. The Recipient further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
16. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to



the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this Agreement.

“To the fullest extent permitted by law the Recipient’s contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.

To the fullest extent permitted by law, the Recipient’s consultant shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

17. The Recipient shall carry and keep in force, during the term of this 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 \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

18. No funds received pursuant to this Agreement may be expended for the purpose of lobbying the Florida Legislature, the judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
19. The Recipient and the Department agree that the Recipient, its employees and its subcontractors are not agents of the Department as a result of this Agreement.
20. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of the Agreement in the event the Recipient shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the Recipient upon sixty (60) days written notice to the Department. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated.
21. The Recipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient. In the event that the Department approves transfer of the Recipient's obligations, the Recipient remains responsible for all work performed and all expenses incurred in connection with this Agreement.
22. All notices pertaining to this Agreement are in effect upon receipt by either party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; overnight express mail delivery, email, or facsimile. The addresses and the contact persons set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

TO DEPARTMENT:  
Florida Department of Transportation  
Program Management Office  
1074 Highway 90  
Chipley, Florida 32428  
Attention: Project Manager  
Copy: District Chief Counsel

TO RECIPIENT:  
City of Quincy  
404 West Jefferson St.  
Quincy, Florida 32351  
Attention Marvin Cox

23. 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 any gender shall extend to and include all genders.

24. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this agreement.
25. This Agreement shall not be construed to grant any third party rights.
26. In no event shall the making by the Department of any payment to the Recipient constitutes or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
27. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Recipient and the authorized officer of the Department or his/her delegate.
28. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement thus remains in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Leon County, Florida.
30. Time is of the essence as to each and every obligation under this Agreement.
31. The Department and the Recipient acknowledge and agree to the following:
  - i. The Recipient 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 Recipient during the term of the contract; and
  - ii. The Recipient shall expressly require any contractors and 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 contractor/subcontractor during the contract term.
32. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

City of Quincy

(Name of RECIPIENT)

BY: Derrick D. Elias

Title: Mayor

Print Name Derrick D. Elias

Attest: Sylvia Hicks

Title: City Clerk

Print Name Sylvia Hicks

Recipient's Legal Review Scott Shirley

Print Name Scott Shirley

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY: [Signature]

Title: District 3 Secretary

Date: 5/15/2015

Legal Review: [Signature]

See attached encumbrance form for date of funding approval by Comptroller

**EXHIBIT "A"**  
**SCOPE OF SERVICES AND**  
**DELIVERABLES**

**MARTIN LUTHER KING JR BLVD RESURFACING**  
**CITY OF QUINCY**

Item	Description	Qty	Unit	Unit Price	Total
<b>GENERAL COSTS</b>					
1.01	MOBILIZATION	1	LS	\$6,500.00	\$6,500.00
1.02	BONDS AND INSURANCE	1	LS	\$4,500.00	\$4,500.00
1.03	MAINTENANCE OF TRAFFIC	1	LS	\$3,500.00	\$3,500.00
1.04	LAYOUT	1	LS	\$2,000.00	\$2,000.00
1.05	NPDES PERMITTING	1	LS	\$1,500.00	\$1,500.00
				<b>SUBTOTAL</b>	<b>\$18,000.00</b>
<b>CONSTRUCTION COSTS</b>					
2.01	SUPERPAVE ASPH/CONC, TRAF B (1.5')	950	TON	\$105.00	\$99,750.00
2.02	MILLING EXIST ASPH/PAVT, 1.5" AVG DEPTH	10,800	SY	\$5.00	\$54,000.00
2.03	PERFORMANCE TURF, SOD	250	SY	\$3.00	\$750.00
2.04	RETRO-REFLECTIVE PAVEMENT MARKERS	154	EA	\$5.50	\$847.00
2.05	PAINTED TEMPORARY PAVEMENT MARKINGS	1.17	NM	\$2,500.00	\$2,921.40
2.06	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	1.17	NM	\$6,000.00	\$7,011.36
2.07	THERMOPLASTIC PAVEMENT YELLOW CENTER STRIPING (6") AND LAYOUT (per MUTCD standards)	1.17	NM	\$6,000.00	\$7,011.36
2.08	THERMOPLASTIC STOP BAR AND MESSAGE AND LAYOUT (per MUTCD standards)	1	EA	\$650.00	\$650.00
2.09	CONTRACTOR'S EROSION AND SEDIMENT CONTROL	1	LS	\$4,500.00	\$4,500.00
				<b>SUBTOTAL</b>	<b>\$177,441.12</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>\$195,441.12</b>
3.01	DESIGN AND INSPECTION (10%)	1	LS	\$19,544.11	\$19,544.11
3.02	CONTINGENCY	1	LS	\$19,544.11	\$19,544.11
				<b>SUBTOTAL</b>	<b>\$39,088.22</b>
<b>TOTAL ESTIMATED COST</b>					<b>\$234,529.34</b>

**EXHIBIT "B"**

**METHOD OF COMPENSATION**

FINANCIAL PROJECT NO.43726715401

This is a cost reimbursement agreement. This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Quincy

referenced by the above Financial Project Number.

Schedule of Funding:

	FY 2015	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$ 234,529	\$	\$	\$
Design	\$ 9,772	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 214,985	\$	\$	\$
CEI	\$ 9,772	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$	(100%) or \$	(100%) or \$	(100%) or \$
Local Participation	(0%) or \$	(0%) or \$	(0%) or \$	(0%) or \$
In-Kind	\$	\$	\$	\$
Cash	\$	\$	\$	\$
Combination In-Kind/Cash	\$	\$	\$	\$
Waiver or Reduction	\$	\$	\$	\$
TOTAL PROJECT COST:	\$ 234,529	\$	\$	\$

Please submit 1 original and 3 copies (insert no. of invoices required) copies of invoice(s) to the following address: Florida Department of Transportation

Program Management Office 1074 Highway 90 Chipley Florida 32428

**EXHIBIT "C"**

**STATE FINANCIAL ASSISTANCE**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO)  
**CSFA Number:** 55.009  
**Award Amount:**

Specific information for CSFA Number 55.009 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Compliance requirements for CSFA Number 55.009 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**EXHIBIT "D"**  
**NOTICE OF COMPLETION**

SMALL COUNTY OUTREACH PROGRAM

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

And

\_\_\_\_ RECIPIENT

PROJECT DESCRIPTION: \_\_\_\_\_

FINANCIAL PROJECT NUMBER: \_\_\_\_\_

In accordance with the Terms and Conditions of the SMALL COUNTY OUTREACH PROGRAM AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_



CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST

MEETING DATE: May 26, 2015

DATE OF REQUEST: May 21, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning

SUBJECT: Report on Quincy-Byrd Landfill Cell 9 Closure and Permit Renewal

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**Statement of Issue**

This agenda item is intended to update the City Commission on the status of the closure of Cell 9 and the permit renewal for Byrd Landfill. On December 9, 2014, an agenda item was presented to the Commission informing them about the plan to close Cell 9, with permission from the Department of Environmental Protection (DEP), as a land debris landfill. Subsequently, the City closed Cell 9 and on March 31, 2015, the DEP certified Cell 9 as being closed. On May 8, 2015, the DEP issued a new permit for the maintenance and long-term care of the Landfill (cell 9 included). Under the new permit the City will conduct less monitoring compared to the situation under the old permit. As a result, the City will save about \$11,350.00 per year in landfill monitoring.

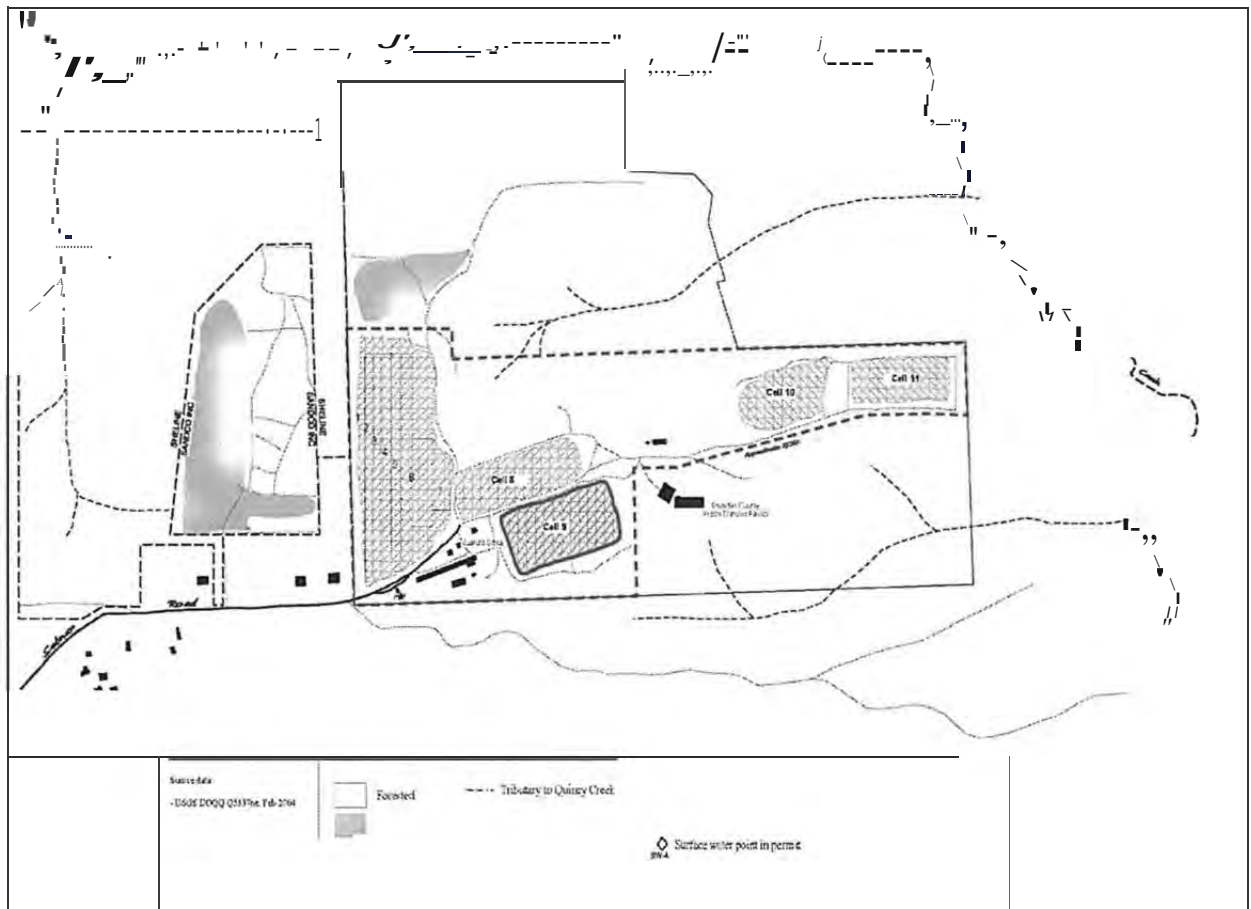
**Historical Background**

The City owns and operates the Quincy-Byrd Landfill located at about 1.5 miles north of U.S. 90 on Selman Road, Gadsden County, Florida. The landfill consists of 11 cells approved under multiple permits. Cells 1 through 9 were approved under a single permit (Permit Number 0127121-003-SF; FDEP ID No. 5729) as Class I landfills for the disposal of household wastes. Cells 10 and 11 are approved under General Permit provision (Permit Number 127121-004-SO; ID No. 5729) for land clearing and debris disposal. While Cells 1 through 8 were used for the disposal of household waste as permitted by FDEP and have since been closed, Cell 9 (which consists of 5.4 acres) was not used for the disposal of household waste as permitted; instead it was used for the disposal of land clearing debris. Cell 9 was subsequently closed by the City, and on March 31, 2015 DEP certified it as being closed.

## MAP OF BYRD LANDFILL

### QUINCY

(Cell 9 is highlighted in Red Box)



### Summary of Permit Provisions

The permit authorizes the City to provide long-term care for the Quincy Landfill. The permit requires the maintenance and long-term care of a closed 18.3-acre Class I Landfill (Cell 1 through 8) which was certified closed on September 13, 1995.

The permit also requires the maintenance and long-term care for a 5.4-acre Class III Landfill (Cell 9) which was certified closed on March 31, 2015. This cell was closed as a land clearing debris cell in accordance with the FDEP's letter of August 14, 2014 describing how the closure should be conducted.

Long-term care for the landfill is required to last 30 years. Cells 1 through 8 were certified closed on September 13, 1995. Although Cell 9 was certified closed as recently as March 31, 2015, for the calculation of the duration of long-term care, the DEP treated Cell 9 as if it was closed in 1995 as well. This is a favorable thing that the DEP did for the City because it means long-term care of the landfill as a whole will stop in 2025 (about 10 years from today).

Under the new permit the number of metals to be monitored is reduced, gas monitoring is reduced from quarterly to once a year, and surface water monitoring will no longer take place.

**Savings to the City:** The total cost savings due to the reduced monitoring is about \$11,350.00 per year and \$113,500.00 for a 10-year period. Two companies are responsible for the monitoring activities at the landfill; they are Trinity Inc., and Water Spigot, Inc. The cost savings with these two companies are broken down as follows:

Trinity: Under the old permit the City spent \$8,200 per year; under the new permit the City will spend \$5,800 per year.

Water Spigot: Under the old permit the City spent \$29,350 per year; under the new permit the City will spend \$20,400 per year.

**Escrow Account:** Another financial benefit to the City under the new permit is in the escrow account. Under the old permit the City was required to maintain an escrow account of at least \$325,501.00; under the new permit, the City is required to maintain an escrow account of only about \$43,000.00.

**ATTACHMENTS:** Attached to this memorandum are the previous agenda items on the closure of cell 9 and permit renewal.

Attachment 1: Agenda Item of December 9, 2014 (for informational sake only)

Attachment 2: Agenda Item of July 22, 2014 (for informational sake only)

CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST

MEETING DATE: December 9, 2014

DATE OF REQUEST: December 4, 2014

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning

SUBJECT: Update on Quincy-Byrd Landfill Cell 9 Closure

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**Statement of Issue**

On July 22, 2014, an agenda item was presented to the Commission outlining the proposal for closing Cell 9 of Quincy Byrd Landfill, and the result of the discussions that staff was having with the DEP to effectuate the closure of Cell 9 as a land clearing and debris landfill. This is because, while Cell 9 was approved as a Class III landfill to be used for the disposal of household wastes, it was not used as such; it was used instead for the disposal of yard debris. The DEP had agreed with staff that the City could close Cell 9 as a yard debris landfill provided it can be proven that the waste that was buried at the site was actually yard debris. This agenda item is intended to update the Commission regarding the City's effort to accomplish this.

Test pits were dug at Cell 9 and the waste excavated. The result of the test showed that the City had, indeed, buried yard debris at Cell 9 (only two test pits showed materials that included particle boards). The test results were forwarded to the DEP by Trinity, Inc. on August 14, 2014 and the agency accepted the results immediately and responded with a letter to the City agreeing that Cell 9 should be closed as a yard debris pit. (See Attachments 1 and 2 for the test results and the DEP's letter to the City).

**Cost Savings to the City:**

According to Trinity, Inc., the cost savings to the City due to the DEP agreeing that Cell 9 should be closed as a yard debris pit would fall within the range of \$500,000 to \$1,000,000.00. (See Attachment 3 for Trinity's estimated cost savings).

Attachments:

- Attachment 1: Test result of the excavation
- Attachment 2: The DEP's response to the City
- Attachment 3: Trinity's estimated cost savings
- Attachment 4: Agenda Item of July 22, 2014

## CITY OF QUINCY

### CITY COMMISSION AGENDA REQUEST

MEETING DATE: July 22, 2014

DATE OF REQUEST: July 16, 2014

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning

SUBJECT: Quincy-Byrd Landfill Cell 9 Closure

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#### **Statement of Issue**

This is a request for the Commission's permission to sign the attached contract from Trinity, Inc., to prepare Byrd Landfill permit renewal and Cell 9 Closure application to FDEP. On January 28 an agenda item was presented to the Commission about discussions that the City's staff was having with FDEP regarding the closure of Cell 9 as a land clearing and debris landfill. This is because, while Cell 9 was approved as a Class III landfill to be used for the disposal of household wastes, it was not used as such; it was used instead for the disposal of yard debris. Giving the high expense of closing Cell 9 as a Class III landfill, the City's staff approached DEP asking for alternative methods for closing Cell 9 that will be less expensive. In response, DEP agreed that the City could close Cell 9 as a yard debris landfill provided it can be proven that the waste that was buried at the site was actually yard debris. The attached contract for \$10,110.44 covers Trinity's cost of supervising the excavation of the waste, writing the report and putting together the requisite application for permit renewal. If Cell 9 is determined to contain Class III waste then the cost estimates for the closure of Cell 9 and permit renewal stated above will no longer be applicable and Trinity will send a revised quote.

#### **Background**

Byrd Landfill consists of 11 cells approved under multiple permits. Cells 1 through 9 were approved under a single permit (Permit Number 0127121-003-SF; FDEP ID No. 5729) as Class III landfills for the disposal of household wastes. Cells 10 and 11 were approved under General Permit provision (Permit Number 127121-004-SO; ID No. 5729) for land clearing and debris disposal. While Cells 1 through 8 were used as

Class III landfills as permitted and have since been closed; Cell 9 (which consists of 5.4 acres) was not used as a Class III landfill; instead it was used for the disposal of land clearing debris (LCD). Florida Administrative Code (FAC) 62-701 requires that all permitted and filled landfills be properly closed. Cell 9 is completely filled and needs to be closed as required by State law. (See attached map of landfill).

### **Tasks for Closing Cell 9**

The tasks to be undertaken in order to close Cell 9 are as follows:

1. Trinity will mark four locations in Cell 9 for test pits.
2. The City of Quincy (utilizing City equipment and staff) will excavate to approximately 15 feet at each location.
3. Trinity will document the type of materials recovered from the excavation, prepare a report and submit it to the FDEP.
4. After receiving confirmation from FDEP that only LCD material was disposed of at Cell 9 the City of Quincy will proceed to excavate the leachate tank associated with Cell 9 and puncture the liner at its lowest point.
5. If Cell 9 contains only LCD then it can be closed in accordance with Chapter 62-701.803(8) FAC which states *"Final cover and seeding or planting of vegetative cover shall be placed on each disposal unit within 180 days after final receipt of wastes. Final cover shall consist of a 24-inch-thick soil layer, the upper six inches of which shall be capable of supporting vegetation and shall be graded to eliminate ponding, promote drainage, and minimize erosion. The side slopes of all above-grade disposal areas shall be no greater than three feet horizontal to one foot vertical rise."*
6. The City of Quincy will be responsible for the placement of final cover and seeding.
7. Once Cell 9 has been closed Trinity will prepare and submit the Permit Renewal Application which will include at minimum:
  - a. FDEP Form 62-701-900(1);
  - b. Operations Plan/Contingency Plan, as applicable;
  - c. Updated figures and tables, as applicable;
  - d. Updated groundwater monitoring plan (as the landfill will be in long term care it will be possible to recommend a reduced monitoring plan which should greatly reduce the annual operating costs associated with groundwater sampling and laboratory analysis);
  - e. Cost estimates for long term care (should be significantly reduced since it is not a Class III landfill).

Cost of Closing as a Class III Landfill: If FDEP were to require that Cell 9 be closed as a Class III landfill, in accordance with Florida Administrative Code (FAC) 62-701), since it was permitted as such, according to Trinity, Inc., the estimated cost to the City would be about **\$350,000.00**

Cost of Closing as a LCD Pit: The cost of closing the landfill as a LCD will be minimal: Public Works Department will undertake most of the work. So the cost will be whatever we pay Trinity for supervising the excavation, writing the report and applying for the permit renewal as stated above, plus Public Works' cost of digging the test pits, puncturing holes in the liner and capping the landfill with dirt and seeding it. It is estimated that the financial cost to the City for closing Cell 9 as an LCD will be about **\$15,000.00.**

Savings to the City: According to Trinity, Inc., the money the City will save by closing the landfill as a LCD will be no less than **\$300,000.000.**

**Attachment:**

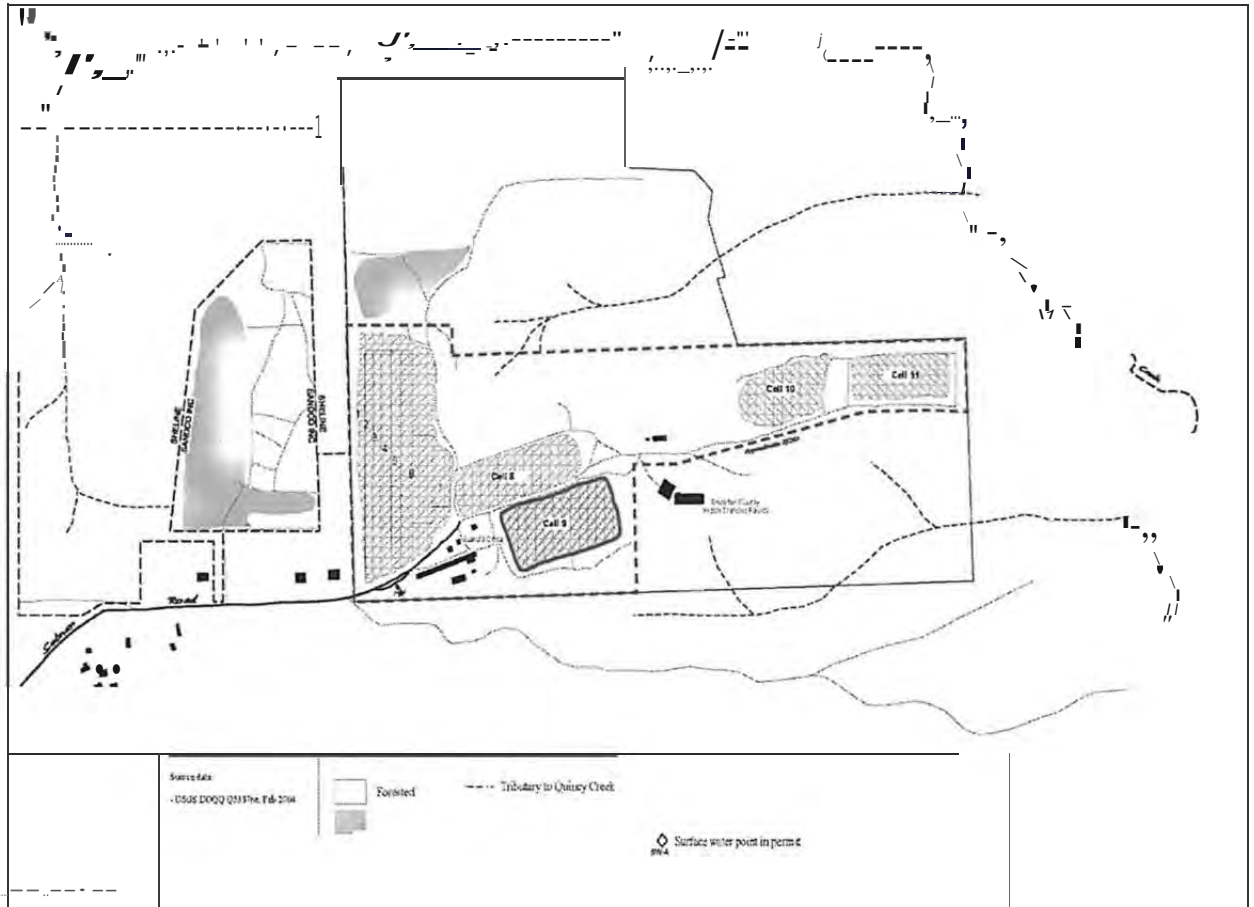
1. Map of Byrd Landfill showing Cell 9
2. Agenda Item of January 28, 2014
3. Trinity contract for the closure of Cell 9



# MAP OF BYRD LANDFILL

## QUINCY

(Cell 9 is highlighted in Red Box)



Jim Kross/Development/CS

CITY OF QUINCY

CITY COMMISSION AGENDA REQUEST

MEETING DATE: January 28

DATE OF REQUEST: January 22, 2014

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. Mclean, Manager, City of Quincy  
Bernard O. Piawah, Director, Building and Planning

SUBJECT: Report on Quincy-Byrd Landfill Cell 9 Closure

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Statement of Issue

This agenda item is intended to inform the City Commission of the plan to close Cell 9 of Byrd Landfill. Under state law, Chapter 62-701 landfills should be properly closed in conformance with State law after they have been filled. While Cells 1 through 8 of the landfill have been closed Cell 9 is still unclosed. Although Cell 9 was permitted as a Class III landfill, it was never used as such; that is, the City used it for the disposal of land debris. Giving the high expense of closing a Class III landfill, the City's staff decided to approach the state on alternative ways of closing Cell 9 that will be at a lower cost. After several discussions and meetings, the DEP office at Pensacola, and Tallahassee, has agreed to the City's proposal to not close Cell 9 as a Class III landfill. The discussion below explains the process the City will utilize to close Cell 9 and the cost savings that will accrue to the City.

Background

The City owns and operates the Quincy-Byrd Landfill. The landfill consists of 11 cells approved under multiple permits. Cells 1 through 9 were approved under a single permit (Permit Number 0127121-003-SF; FDEP ID No. 5729) as Class III landfills for the disposal of household wastes. Cells 10 and 11 are approved under General Permit provision (Permit Number 127121-004-SO; ID No. 5729) for land clearing and debris disposal. While Cells 1 through 8 were used as Class III landfills and have since been closed, Cell 9 (which consists of 5.4 acres) was not used as a Class III landfill; instead it was used for the disposal of land clearing debris. Cell 9 is completely filled and needs to be closed as required by State law. (See attached map of landfill).

Approach to Closing the Landfill

Closing a landfill as a Class III landfill is expensive. In view of that, the City's staff sought DEP's permission to close Cell 9 as a land clearing debris landfill which is a lot cheaper than closing it as a Class III landfill. In response to the City's request, the DEP has agreed that Cell 9 should be closed as a land clearing debris landfill. However they recommend that the City should wait until the current Class III permit for Cell 9 expires on October 6, 2014, after which the City should apply for a land clearing debris permit for Cell 9 and provide documentation, as part of the application, that Cell 9 was indeed used for the disposal of land clearings debris. That means the City will dig test pits or borings and excavate some of the buried wastes to provide evidence that only land clearing debris were deposited in Cell 9. Assuming that only land clearing debris are encountered during that excavation, the DEP will provide approval for the closure of Cell 9 as a land clearing and debris (LCD) pit.

### **Resultant Cost Savings**

Cost of Closing as a Class III Landfill: If FDEP had required that Cell 9 be closed in accordance with Florida Administrative Code (FAC) 62-701 as Class III landfill since it was permitted as such, according to Trinity, Inc., the estimated cost to the City would be about **\$350,000.00**

Cost Closing as a LCD Pit: The City's staff (i.e., Public Works under the auspices of Mr. Banks) will dig the test pits as part of the Public Works daily activities at little or no additional cost to the city. According to Trinity, Inc., the City will need to puncture the liner at the leachate tank and then cap all of Cell 9 with two feet of soil (the top six-inches must support vegetation) and then plant vegetation on it. The majority of this work can be handled by Mr. Banks using fill material from onsite at a substantial savings to the City of Quincy. So the only expense will be the cost of Trinity's supervision of the excavation from the test pits. Depending on how long it takes to dig the test pits and any unforeseen problems Trinity's cost to the City for field activities, submittal of the LCD permit application, and submittal of the final closure report (which includes a survey) is estimated to be **about \$15,000.00**

Savings to the City: The money the City will save by closing the landfill as a LCP will be no less than **\$300,000.000**, according to Trinity, Inc., which is consistent with Mr. Banks recollection of how much the City spent on previous closures as Class III landfills for area the size of Cell 9.

### ATTACHMENT 3

1002 N. Eglin Parkway  
Shalimar, FL 32579  
Office: (850) 613-6800  
Fax: (850) 613-6764

**Trinity**  
ANALYSIS & DEVELOPMENT CORP.  
Environmental & Engineering Services

### Cost Proposal

<b>TO:</b>	City of Quincy Attn: Dr. Bernard O. Piawah 404 W. Jefferson Street Quincy, Florida 32351 Phone: 850-618-0035      Fax#: 850-627-8103      Email: <a href="mailto:boQiawah@myquincy.net">boQiawah@myquincy.net</a>
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Proposal#:	14-0020		
Site:	Quincy Byrd Landfill		
Project:	FY 2014 Routine & Permit Driven Tasks		
Proposal Date:	July 16, 2014		
Expiration Date:	September 14, 2014 (unless notified in writing)		

**Background:**  
The Site's permit effectively expires in August. Based on meetings with the City of Quincy, the Florida Department of Environmental Protection, and Trinity Analysis & Development Corp. the FDEP has agreed to allow closure of Cell 9, a Class III lined cell, as a land-clearing-debris pit. This is contingent on demonstration from test pits/excavations that only LCD material has been disposed of in Cell 9. The City of Quincy is proposing to self perform the excavation and Trinity is proposing to document excavated material and submit a report to FDEP. The costs below are for documentation and reporting of the excavation of Cell 9, and renewal of the Site's permit.


Trinity will be onsite during excavation of Cell 9 solely for the purposes of documenting excavated material. Trinity assumes that no more than three days in the field will be required to complete the four proposed excavations. The cost below (Item/Task Number One) is for a daily fee. If field activities take less than a full day the amount will be prorated.

Trinity is not responsible for acquiring or operating heavy equipment. or directing the City of Quincy's heavy equipment operator. Trinity will mark, at most, four areas to be excavated and City personnel will be responsible for excavating to a total depth of approximately 15 feet. Trinity is not responsible for health & safety of City employees during excavation activities. Additionally, Trinity cannot guarantee that Class III waste will not be encountered during excavation activities.

#### Proposed Scope of Work

Item or Task#	Qty	Description	Unit Price	Amount
1	1	On sight documentation of excavation activities associated with the closure of Cell 9. Submittal of a report to FDEP documenting the excavation activities and findings associated with closure of Cell 9. Unit price is per day.	\$ 1,565.25	\$ 1,565.25
2	1	Permit renewal in accordance with Chapter 62-701 Florida Administrative Code and the Site's permit.	\$ 8,545.19	\$ 8,545.19
1-				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total</b>				<b>\$ 10,110.44</b>

Proposal By. Jonathan Kramer

  
f 6

Proposed Scope of Work and Cost Proposal are subject to the terms and conditions in the attached Agreement for Professional Services

## Agreement for Professional Services

This Agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_ by and between Trinity Analysis & Development Corp., having its principal place of business at: 1002 N. Eglin Pkwy Shalimar, Florida 32579, hereinafter called "Consultant"

and

City of Quincy, having its office at:  
404 W. Jefferson Street  
Quincy, Florida 32351  
hereinafter called "Client"

Whereas, Consultant submitted its Proposal (Proposed 14-0020) dated July 16, 2014; and  
Whereas, Client wishes to retain Consultant for the purpose of proceeding with those certain professional services;  
Now, therefore, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

### Article 1. Privacy of Proposal and Confidentiality

- a. The information contained in Consultant's Proposal is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.
- b. During the conduct of services, Consultant and its employees may obtain, directly or indirectly, secret and confidential information proprietary to Client. Accordingly, Consultant agrees, on behalf of itself and its employees, to maintain, as secret and confidential, all said proprietary information and not to disclose it to others or use it without specific authorization from the Client, except as may be required by law.

### Article 2. Scope of Work

- a. Upon execution of this Agreement, the Proposed Scope of Work in Consultant's Proposal shall become the Scope of Work. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the services to be rendered by Consultant and Consultant assumes no duty to perform such services.
- b. Consultant and Client may at any time, by **mutual written agreement**, make changes within the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.

### Article 3. Payment

Payment for the services rendered by Consultant shall be in accordance with the following:

- a. Consultant shall perform the professional services pursuant to Prop 14-0020 and Client shall compensate Consultant for those professional services in the amount **\$10,110.44**
- b. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and a deposit payment of **\$0.00** from Client.
- c. Consultant will invoice Client monthly (progress invoicing) and/or at Project milestones, at Consultant's discretion. Client agrees to compensate Consultant for its services with timely payment.
- d. Payment shall be made by Client within 45 days of the invoice date. Client shall promptly review Consultant's invoices and if Client disputes any amounts invoiced, Client shall give prompt written notice to Consultant thereof, including the item or items disputed and the basis for the dispute. Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein. The disputed amount will be credited or billed on the next invoice. Invoiced amounts not paid 45 days of their issuance shall bear interest at a rate of 12% per month on the unpaid balance beginning on the 46 day of issuance and extending until the invoice is paid in full.
- e. In the event of disputed payment, Client and Consultant both reserve their right to suspend work until the dispute is resolved.
- f. In the event of delinquent payment, Client shall pay the actual cost of collection incurred by Consultant.
- g. The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance

shall be equitably adjusted.

- h. Payment for services rendered by Consultant is not contingent upon the outcome of the Project.
- i. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, the Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including, if applicable, any additional fees or charges incurred in demobilizing.

#### **Article 4. Consultant's Responsibilities**

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement and deposit from Client. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion.
- b. In performing professional services, Consultant shall use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the engineering and geologic profession practicing under similar conditions at the same time and in the same or similar locality. Consultant's services shall not be subject to any express or implied warranties whatsoever. It is the intent of Consultant to provide services in accordance with applicable laws and regulations.
- c. Because geologic/hydrogeologic formations and layers are inherently variable and indeterminate in nature, Consultant's services are not guaranteed to discover actual site conditions, including those conditions related to contamination. Consultant's determinations and conclusions are commonly based on interpretation of data from discrete sampling or testing locations that may not represent actual conditions at locations not sampled. If conditions have not been identified by Consultant, such findings shall not be construed as a guarantee of the absence of such conditions, but rather as the qualified findings from the services performed within the scope, limitations, and cost of the project.
- d. Consultant's determinations and conclusions are relative to the time in which its services are rendered. Whether naturally or by other forces, site conditions may change after Consultant's services have been performed. Consultant bears no responsibility for those conditions, nor for conditions not generally recognized as predictable when Consultant's services were performed. Consultant bears no responsibility for conditions it was not authorized to evaluate by Client.
- e. Consultant's services shall not include, unless specifically stated in elsewhere in this Agreement, an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- f. Consultant shall not be held responsible for damages or delays in performance (and the direct or indirect costs or consequences arising from such delays) caused by force majeure or other events beyond Consultant's reasonable control. For purposes of this Agreement, force majeure shall include, but not be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances, accidents, sabotage, fire, terroristic acts, loss of permits, breakdown of machinery, failure to obtain permits, court orders, acts of God, acts, orders, laws or regulations of any government agency and unavoidable delays in the receipt of laboratory testing results.
- g. It is recognized that other contractors may be retained separately by Client for the project who may provide inputs to the project to be utilized by Consultant. Consultant shall have the right to rely upon the timely receipt, correctness and completeness of said inputs. Consultant shall not be responsible for the acts, errors or omissions of any other contractors working for Client on the Project.
- h. Consultant shall not have the authority to control the work of contractors retained by Client and Consultant shall not have the responsibility for contractor site safety or for the use of safe practices by such contractors.
- i. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.
- j. Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. Client agrees that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work

sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes and Client shall indemnify Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).

- k. Insurance: Consultant shall carry the following insurance during the performance of its services:
  - Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
  - Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.
  - Automobile Liability Insurance with annual aggregate limits of \$1,000,000.
  - Professional Liability Insurance with annual aggregate limits of \$1,000,000.
- l. Indemnification: Consultant shall defend, indemnify and hold harmless Client and its officers, employees, servants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys' fees (hereinafter referred to collectively as 'Damages') which either directly or indirectly arise out of or result from injury or death to persons, including employees of Client or Consultant, or damage to property of whatever kind and nature, if the injury or damage is caused by any error or omission or negligent act of Consultant or its employees, servants and agents in the performance of Consultant's work under this Agreement. Client shall give prompt notice to Consultant of any such suit, claim, demand or action relating thereto in order to provide Consultant with the earliest opportunity to defend against any actions or proceedings for Damages, but Consultant agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Consultant's obligation to defend, indemnify and hold harmless Client except to the extent Client unreasonably fails to give prompt notice of any such claim, and such failure to give notice is the sole cause of any actual limitation of Consultant's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of their officers, employees, servants, agents, consultants or other representatives.

#### **Article 5. Client's Responsibilities**

Client, at its own expense, will:

- a. Provide all criteria and full information as to Client's requirements for the Project.
- b. Furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information within the possession of Client required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- d. Be responsible, unless otherwise agreed by Consultant, for locating existing underground or covered site utilities, pipelines, tanks and other structures prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities, and damages resulting from the failure to accurately to locate same.
- e. Provide to Consultant a description of activities, known or suspected, that were conducted at the site at any time by Client or by any person or entity which would relate to Consultant's services. Client shall identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- f. To the extent required by law, Client shall promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.
- g. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define Client's requirements, decisions, policies, drawings, plans, surveys, data and reports. Client's authorized representative(s) is designated below:

Name: Dr. Bernard O. Piawah  
Address: 404 W. Jefferson Street  
Address: Quincy, Florida 32351  
Phone#: 850-618-0035  
Fax#: 850-627-8103  
Email: bopiawah@myquincy.net

- i. Assume responsibility for unavoidable damage or alteration to the site caused by Consultant's services.
- j. Assume responsibility for personal injuries and property damage caused by Consultant's interference with subterranean structures such as pipes, tanks and utility lines that are not disclosed to or are not accurately disclosed to Consultant by Client in advance.
  - k. In the event that the indemnification undertakings of Client, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.
- l. Notwithstanding anything else to the contrary herein, the liability of Consultant under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of Consultant's fee payable hereunder.
- m. Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of Client.
- n. Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the City of Quincy's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

**Article 6. General Considerations**

- a. Suspension of Work: Client and Consultant both reserve the right to suspend work in the event of a breach of any term or provision of this Agreement. Should that dispute result in arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense the claim, including staff time, court costs, and other claim-related expenses.
- b. Termination of Agreement: This Agreement may be terminated by either party by thirty (30) days advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.
- c. Delegation of Duties: Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to the terms and conditions of this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- d. Ownership of Documents: All documents prepared by Consultant under this Agreement as instruments of service are and shall remain the property of Consultant. Upon payment of all fees for services, costs, and disbursements, all documents furnished to Client which are instruments of service deliverable under this Agreement shall become the property of the Client. Client shall be entitled to reproduce such documents where reproduction is in furtherance of Project purposes. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining written consent of Consultant. Client agrees that any documents furnished to Client which are not paid for will be returned to Consultant upon demand and will not be used by Client for any purpose whatsoever.
- e. Third Party Use or Reliance: Any reliance on Consultant's work product, including all documents, reports, determinations, and conclusions by a third party is at the sole discretion of said third party, which assumes all risk and responsibility associated therewith. All unauthorized uses of Consultants work product are at the sole risk of the users.
- f. Venue: This Agreement shall be deemed to have been entered into and venue for any proceeding arising herefrom shall be in the County of Gadsden State of Florida.

**Article 7. Extent of Agreement**

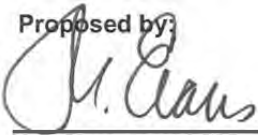
The terms and conditions hereof represent the entire integrated agreement between Client



and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

In witness whereof, the parties hereto have made and executed this Agreement.

Proposed by:



\_\_\_\_\_  
Authorized Representative for  
Trinity Analysis & Development Corp.

Date:

7/16/2014

Accepted by:

\_\_\_\_\_  
Authorized Representative of the City of Quincy

Date:

*QFD Monthly District Fire Calls  
April 2015*

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	4/9/2015	423 Thomas St	Medical assist
<b>District 2</b>	4/1/2015	Pat Thomas & Crawford St	Vehicle accident no injuries
	4/1/2015	1132 Live Oak St	Canceled enroute
	4/10/2015	211 N Stewart St	Lock out
	4/20/2015	MLK & S. Shelfer St	Vehicle accident
<b>District 3</b>	4/1/2015	2135 Pat Thomas Pkwy	Smell of gas
	4/1/2015	878 Strong Rd	False alarm
	1/7/2015	729 Duval St	Alarm activation
	4/26/2015	830 S Adams St	Vehicle accident
<b>District 4</b>	4/6/2015	722 W King St	Smoke scare
	4/24/2015	20 N Stewart St	Medical assist
	4/24/2015	324 E Sharon St	Unauthorized burn
<b>District 5</b>	4/1/2015	326 N 14th St	Smoke detector activation
	4/1/2015	130 N Virginia St	Building fire
	4/19/2015	2140 W Jefferson St	No incident found
	4/20/2015	122 N Cleveland St	Arcing electrical equipment
	4/23/2015	218 Graves St	Limb on powerline
	4/23/2015	W Jefferson & Cleveland St	Passenger vehicle fire

*QFD Monthly Activity Report  
April 2015*

	<u>2015</u>	<u>2014</u>
<b>Total Fire Calls</b>	98	93
City	81	76
County	17	17
<b>Total Man Hours</b>	83 hrs 10 mins	68 hrs 13 mins
City	41 hrs 11 mins	45 hrs. 1 mins
County	41 hrs 59 mins	23 hrs. 65 mins
<b>Type Fire Calls - City</b>		
Structure	1	0
Vehicle	4	2
False Alarm	2	2
Hazard	1	3
Rescue	0	0
Wood & Grass	1	1
Other	9	10
<b>Type Fire Calls - County</b>		
Structure	2	2
Vehicle	3	4
False Alarm	2	0
Hazard	5	0
Rescue	0	0
Woods & Grass	1	1
Other	4	5
<b>Fire Causes</b>		
Accidental	4	3
Undetermined	2	1
Suspicious	0	1
Arson	0	0
<b>Average Response Time</b>		
City	3.88 mins	3.20 mins
County	8.56 mins	7.80 mins
<b>Average Firefighters per Call</b>		
City	3.52	3.75
County	3.06	2.7
<b>Average Time Spent per Call</b>		
City	27.05 mins	35.25 mins
County	37.00 mins	42.50 mins

*QFD Monthly Activity Report  
April 2015*

	<b><u>2015</u></b>	<b><u>2014</u></b>
Responses Out of District	4	0
Mutual Aid Responses *	1	0
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	1	1
Fire Safety Inspection	14	13
Fire Investigation	0	0
Plans Review	1	2
Training Man Hours	119 hrs	250 hrs
Hydrants Serviced/Painted	21	175
Utility Turn Ons	63	63
Smoke Detector Installs	0	1