

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



**Tuesday,
November 8, 2016
6:00 PM**

City Hall Commission Chambers

City Commission

Derrick Elias, Mayor (Commissioner District Three)

Andy Gay, Mayor Pro-Tem (Commissioner District Four)

Keith Dowdell (Commissioner District One)

Angela Sapp (Commissioner District Two)

Daniel McMillan (Commissioner District Five)

AGENDA FOR THE REGULAR MEETING
OF THE CITY COMMISSION OF
QUINCY, FLORIDA
Tuesday~November 8, 2016
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 10/25/2016 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings and Ordinances 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.)

Resolutions

2. Resolution 1348-2016 Authorizing a Small Communities Outreach Program (SCOP) Agreement for the Milling and Resurfacing of King Street – See Agenda Item 3
(Mike Wade, City Manager)

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Florida Department of Transportation and City of Quincy SCOP Agreement
(Mike Wade, City Manager; Reggie Bell, Public Works Director)

4. Fire Department Reports

- District Calls
- Monthly Activity Report
- Quarterly Report

(Mike Wade, City Manager; Curtis Bridges, 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

- Consideration for approval of final Settlement Agreement in Christopher Stokes vs. City of Quincy, U.S. District Court for the Northern District of Florida, Tallahassee Division, Case No: 4:15-cv-00058-WS/CAS. Proposed Settlement Agreement currently subject to mediation confidentiality.

d) Commission Members

Comments from the Audience

Adjournment

*Items(s) Not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are request to notify the City Clerk's Office at (850) 618-0020 in advance.

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
OCTOBER 25, 2016
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, October 25, 2016, with Mayor Commissioner Elias presiding and the following present:

Commissioner Angela Sapp
Commissioner Daniel McMillan
Commissioner Gerald A. Gay, III
Commissioner Keith A. Dowdell

Also Present:

City Manager Mike Wade
City Attorney Scott Shirley
City Clerk Sylvia Hicks
Finance Director Ted Beason
Public Works Director Reginald Bell
Police Chief Glenn Sapp
Building and Planning Director Bernard Piawah
Human Resources Director Bessie Evans
Fire Chief Curtis Bridges
Customer Service Supervisor Catherine Robinson
Community Redevelopment Agency Manager Regina Davis
City Manager Administrative Assistant Vancheria Perkins
Main Street Executive Director Joe Munroe
Dewberry Engineers Representative Matt Chester
Sergeant at Arms Lieutenant Larry Gilyard

Call to Order:

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

Approval of Agenda

Commissioner Sapp made a motion to approve the agenda. Commissioner Dowdell seconded the motion. The ayes were unanimous. The motion carried five to zero.

Special Presentations by the Mayor or Commission

Approval of the Minutes of the previous meeting

Approval of the Minutes of October 11, 2016 Regular Meeting

Commissioner Sapp made a motion to approve the minutes of the October 11, 2016 regular meeting with corrections if necessary. Commissioner Dowdell seconded the motion.

Proclamations

Public Hearings and Ordinances 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:

Ordinance No. 1082-2016 Small Scale Amendment on First Reading

At a public hearing Commissioner Dowdell made a motion to read Ordinance No. 1082-2016 by title only. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, McMillan, Gay, Dowdell and Elias. Nays were none. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, AMENDING THE CITY OF QUINCY COMPREHENSIVE PLAN (ORDINANCE NO. 1010, AS MAY HAVE BEEN AMENDED THEREAFTER), FUTURE LAND USE ELEMENT, MAP I – 4, FUTURE LAND USE MAP; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR TITLE OF COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF CERTAIN PARCELS OF LAND OWNED BY THE CITY AS PART OF TANYARD CREEK PARK; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

There were no comments by the audience.

Commissioner Gay made a motion to approve Ordinance No. 1082-2016 on first reading. Commissioner Dowdell seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, McMillan, Gay, Dowdell and Elias. Nay were none. The motion carried five to zero. City Attorney Shirley stated this is the only reading for this ordinance.

Ordinance No. 1083-2016 Zoning Map Change on First Reading

At a public hearing Commissioner Dowdell made a motion to read Ordinance No. 1083-2016 by title only. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, McMillan, Gay, Dowdell and Elias. Nays were none. The Clerk read the title as follows:

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

There were no comments from the audience.

Commissioner Dowdell made a motion to approve Ordinance No. 1083-2016 on first reading. Commissioner McMillan seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, McMillan, Gay, Dowdell, and Elias. Nays were none. The motion carried five to zero.

Ordinance No. 1085-2016 Relating to Compensation of the Mayor and Commissioners on Second Reading

At a public hearing Commissioner Sapp made a motion to read Ordinance No. 1085-2016 by title only. Commissioner Dowdell seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, 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 COMPENSATION OF THE CITY MAYOR AND COMMISSIONERS; AMENDING CODE OF ORDINANCES SEC. 2-61 TO PROVIDE THAT MAYOR AND COMMISSIONER COMPENSATION SHALL BE AS IS APPROVED AND ADOPTED AS PART OF THE ANNUAL BUDGET ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.

There were no comments from the audience.

Commissioner Sapp made a motion to approve Ordinance No. 1083-2016 on second and final reading. Commissioner Dowdell seconded the motion. Upon roll call by the Clerk the ayes were Commissioners: Sapp, McMillan, Gay, Dowdell, and Elias. Nays were none. The motion carried five to zero.

Resolutions

Resolution No. 1347-2016 – Hillside Park Grant Application

Commissioner Dowdell made a motion to approve Resolution No. 1347-2016 in support of a City of Quincy application to Florida Development Assistance Program Grant for funding the Hillside Park. Commissioner Sapp seconded the motion. The motion carried five to zero.

Reports by Board and Committees

Reports, requests and communications by the City Manager

Quincy Bus Shuttle Service

Commissioner Dowdell asked the Manager about the additional bus stops. The Manager stated he spoke with the County Manager and there could be some adjustments in the stops. Commissioner Sapp asked the Manager if he had planned to meet with the other municipalities prior to budget process. Commissioner Gay stated that the contract is between the County and Big Bend Transit but this is a needed service. Commissioner McMillan stated that we contribute to the County with a lot of services. Commissioner Dowdell made a motion to contribute \$18,000 toward the Quincy Bus Shuttle. Commissioner Gay seconded the motion. The motion carried five to zero. Commissioner Gay made a motion to approve option 2: Approve an \$18,000 contribution to the Gadsden County Board of County Commission for the Quincy Bus Shuttle service for fiscal year 2017 by reallocating \$7,000 from the Library contribution, \$6,000 from auditing services and \$5,000 from non-departmental contingency account. Commissioner Sapp seconded the motion. The motion carried five to zero.

Police Department Monthly Traffic Report – No Comments

Finance Reports – No Comments

P-Card – Commissioner McMillan asked if we could support our local shops. We should support people that support us.

Arrearages Report – Commissioner Dowdell asked if we were going to write-off the bad debt. Mr. Beason stated no, we take allowance for bad debt. Commissioner Dowdell asked what the plan is for collections. Mr. Beason stated that the payment plan is monitored monthly and is working.

Cash Requirements - No Comments

Finance Report – No Comments

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

Comments

City Manager

City Manager Mike Wade reported that the next regular meeting is on November 8, 2016 which is Election Day and asked the Commission if they wanted to change the date. The Commission agreed to hold the meeting on November 8, 2016.

City Manager Mike Wade requested a workshop to discuss the Gas Contract.

City Manager Mike Wade reported to the Commission that December 13, 2016 is the Special Election for District I and we need to move the meeting date. Commissioner Gay made a motion to hold the regular City Commission Meeting on Monday, December 12, 2016. Commissioner Sapp seconded the motion. The motion carried five to zero. The Swearing In Ceremony will be held Wednesday, December 14, 2016 at 5:00 p.m.

City Manager Mike Wade reported that he is waiting to hear back from Mr. Barfield of DOT.

City Manager Mike Wade reported that Station Street is seeing some activity.

City Manager Mike Wade reported that the light on Sikes Street was moved as a result of the Honeywell Performance Contract.

City Manager Mike Wade reported that the City's Christmas Parade will be held Thursday, December 15, 2016.

City Manager Mike Wade reported that Trunk A Treat will be held Sunday, October 30, 2016 on the Courthouse Square.

City Clerk - None

City Attorney

City Attorney Scott Shirley reported to the Commission that the Chris Stokes case is scheduled for mediation on Friday, October 28, 2016 at 11:00 a.m. and if it is not resolved the trial will began December 5, 2016.

City Commission Members

Commissioner Dowdell requested to meet with the City Manager regarding some Code Enforcement issues.

Commissioner Gay – None

Commissioner Sapp thanked Mr. Bell and Mr. Piawah for answering the citizen's questions at the Crime Watch Meeting.

Commissioner Sapp thanked Mr. Taylor for his entry in the FAMU parade.

Commissioner Sapp thanked Ms. Perkins for decorating the Commission Chambers in pink for Breast Cancer Awareness Month.

Commissioner Sapp stated there is a light on the East side of Pat Thomas Parkway but it is down near Brumby Street. She asked the Manager to get with DOT. She also thanked the Manager for the update on Station Street.

Commissioner McMillan stated that he is experiencing animal control problems with feral cats and vicious dogs. He also stated we need to get a report from the County regarding animal control.

Commissioner McMillan stated that we need to do some cleaning up in Hillcrest Cemetery.

Commissioner McMillan asked if the streets will be closed for Halloween. Chief Sapp stated that we will have extra officers on duty on King Street and the street will be closed from 6:00pm to 9:00pm for security.

Commissioner McMillan thanked Main Street for Porchfest.

Commissioner McMillan thanked Public Works for taking care of the pothole in his district.

Commissioner McMillan thanked Utilities and other departments who had a hand in the repairs to the press box at Corry Field.

Commissioner McMillan announced to everyone to make sure you go out and vote.

Comments from the Audience

Frieda Bass-Prieto of 329 East King Street came before the Commission regarding litter pick-up. She thanked the group of young people that were picking up litter from King Street down to Salter Road organized by Ms. Wilder of First Presbyterian Church. She stated we need to challenge others to do the same.

Mayor Elias stated that he had seen the young people himself picking up litter.

Mayor Elias stated there is a lot of trash and debris along Crawford Street and US 90 on Friday and Saturday and this needs to be addressed.

Mayor Elias stated that there are several lights out all over the City. The Manager stated if anyone notices any lights out please call Utilities at 850-618-0040 and report it.

Mayor Elias stated this is the fall of the year leaves are falling and people wants to burn them. He stated we need to make the citizens aware that there is no burning in the City limits.

Mayor Elias stated that he noticed that the Planning and Development Review Board did not have a quorum and asked if something needs to be done regarding membership. The Attorney stated that attendance has been good and will get a report on the attendance.

The Commission agreed to hold a workshop on Tuesday, November 8, 2016 at 4:00 pm on the Gas Contract.

Commissioner Sapp made a motion to hold the Swearing In Ceremony on Wednesday, December 14, 2016. Commissioner McMillan seconded the motion. The motion was amended to include a time of 5:00 pm. The motion carried five to zero.

Mayor Elias thanked Ms. Perkins for decorating the Commission Chambers in pink for Breast Cancer Awareness Month.

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

APPROVED:

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

ATTEST:

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

RESOLUTION No. 1348-2016

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 KING STREET FROM 9TH STREET TO NORTH CLEVELAND STREET.

WHEREAS, The City of Quincy, Florida, has been made aware of the need for milling and resurfacing of King Street from 9th Street to North Cleveland Street; and

WHEREAS, The Florida Department of Transportation has offered funding to accommodate the milling and resurfacing of King Street from 9th Street to North Cleveland Street;

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

The City Commission enters into a Small County Outreach Program Agreement (FPID#44032815401) with the Florida Department of Transportation for funds to provide milling and resurfacing on King Street from 9th Street to North Cleveland Street; and that the Mayor signed 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 8th Day of November 2016.

ATTEST:

APPROVED:

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

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

CITY OF QUINCY
CITY COMMISSION AGENDA REQUEST

MEETING DATE: November 8, 2016

DATE OF REQUEST: November 2, 2016

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, City Manager
Reginald Bell, Public Works Director

SUBJECT: FDOT Small Counties Outreach Program (SCOP) – West King Street Paving

Statement of Issue:

Staff is requesting approval for the City of Quincy to enter into a Small County Outreach Program (SCOP) with the Florida Department of Transportation (FDOT) for the funding of a milling and resurfacing project for a portion of West King Street.

Background on the SCOP Project:

Our recent SCOP project which rejuvenated MLK Boulevard from SR 267 to Atlanta Street was completed in January 2016 on schedule. The project is now complete and has been closed out. We have now been awarded funds through the SCOP program for the milling and resurfacing of a portion of King Street from 9th Street to North Cleveland Street. Last August the City Commission authorized staff to apply for funds in the sum of up to \$275,775.00. This project has deliverables to meet completion of design by 5/1/17, completion of construction by 12/31/17, and close-out by the same date of 12/31/17. Our target is to have the project completed by the August/September 2017 time frame.

Staff Recommendation:

Enclosed is a copy of the SCOP application for review, a copy of the FDOT supplied SCOP agreement for King Street, and a proposed Resolution to enter into contract with the Florida Department of Transportation for funds to mill and resurface said portion of King Street. This project cannot assume any expenditures toward the project until the City of Quincy receives a Notice to Proceed from FDOT. To receive the Notice to Proceed, the City of Quincy needs to supply FDOT with two executed originals of the

agreement along with the Resolution (executed) entering into contract with the Florida Department of Transportation.

Options:

1. Move to enter into Small County Outreach Program agreement with FDOT, authorize the Mayor to execute two originals of the agreement, and approve Resolution 1348-2016 entering into contract with FDOT for the King Street Project as proposed.
2. Move to direct staff to make suggested changes to the proposed agreement and send those changes back to FDOT for review.

Recommended Option

Option 1

Attachments:

2016 SCOP Application

44032815401 SCOP Agreement



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

Small County Outreach Program Rural Areas of Opportunity Application Limited to Municipalities and Communities per s. 288.0656(7)(a) F.S.

General Information

Project Title: King Street Resurfacing Project

Municipality or Community Project Sponsor: City of Quincy

Contact Person: Mike Wade Title: City Manager

Email: mwade@myquincy.net

Sponsor Address: 404 West Jefferson Street

City: Quincy

Zip: 32351

Project Priority Ranking (relative to other applications submitted by Sponsor): Priority 1

Will the project be managed by the County on behalf of the Sponsor? No, the City will manage the project.

If yes, provide the County's contact person name and information:

[Redacted]

1 Eligibility Requirements

Check all the eligibility requirements that apply to the proposed project. Eligible activities must be consistent with details described under Florida Statute 339.2818.

- The project is on the municipality or community road system of the applicant agency.
- Physical condition of the roadway necessitates improvements requested.
- The road is an evacuation route.
- The road has high levels of agricultural travel.
- The road is considered a major arterial route.
- The road is considered a feeder road.
- The Agency has an established pavement management plan.

Agency has provided additional Information for consideration by the department related to:

- Potential impacts of project on public road system.
- Potential impacts of the project on the state or local economy.

2 Project Description

All of the following items are **required** - applications without this information will not be reviewed.

Road Name: **King Street**

Road Number: **N/A** County Road

Project Begins: **Cleveland Street** Ends: **9th Street**

Begin Project Mile Post (MP): **0.0** End Project MP: **0.6**

- (a) **A location map is attached**
- (b) The detailed scope of work is attached. (Use provided *Scope.doc*)
- (c) Typical section is attached.

If possible, include a Typical Section depicting existing and proposed features and dimensions and right of way lines. Summarize any special characteristics of project in provided scope document.

- (d) No Right-of-Way acquisition is proposed

Describe the project's existing Right-of-Way ownerships. This description shall identify when the Right-of-Way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys, easements).

The roadway has been owned and maintained by the City for over 80 years and is recorded so via plat books.

- (e) Describe any restrictions on funding availability in State Fiscal Year 2016/2017 or 2017/2018. No local funding match is required for this program, but ineligible scope items will require local funds. Agencies will be reimbursed by the Department based on expenses incurred and paid. **Note: Due to funding limitations, the Department cannot guarantee the fiscal year requested will be the fiscal year in which the project will be programmed.**

It is not anticipated that the City will have any constraints funding this project until reimbursement. However, if any ineligible scope items occur, the City will provide local funds to cover costs.

Phase requested:	FY requested	Estimated SCOP Funds	Estimated Local Funds
<input checked="" type="checkbox"/> Design	2016/2017	\$22,062.00	\$0.00
<input checked="" type="checkbox"/> Construction	2016/2017	\$242,682.00	\$0.00
<input checked="" type="checkbox"/> CEI	2016/2017	\$11,031.00	\$0.00

- (f) **A detailed cost estimate is attached (Use provided *Estimate.xlsx*)**

Estimate should use FDOT typical pay items to allow for verification of eligible project costs. **Estimate is preferred to be prepared and signed by a Professional Engineer.**

Use the following links to access the basis of estimates manual as well as historical cost information for your area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

- (g) Other specific project information that should be considered.

See attachment 2, (b)

3 Project Implementation Information:

Attach needed documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project.

- Design to be conducted by Agency staff
 - Design to be conducted by County staff
 - Design to be conducted by FDOT pre-qualified consultant ⁽¹⁾
 - Design to be conducted by non-FDOT pre-qualified consultant ⁽¹⁾

 - Construction to be conducted by Agency staff
 - Construction to be conducted by County staff
 - Construction to be conducted by FDOT pre-qualified contractor ⁽¹⁾
 - Construction to be conducted by non-FDOT pre-qualified contractor ⁽¹⁾


 - CEI to be conducted by Agency staff
 - CEI to be conducted by County staff
 - CEI to be conducted by FDOT pre-qualified consultant ⁽¹⁾
 - CEI to be conducted by non-FDOT pre-qualified consultant ⁽¹⁾
- ⁽¹⁾ Design consultant and CEI consultant shall not be the same.

4 Certification of Project Sponsor

I hereby certify that the proposed project herein described is supported by City of Quincy (Sponsor) and that said entity:

- (1) Shall provide any required local funding for cost overruns and/or non-participating project costs;
- (2) Shall enter into the Joint Participation Agreement with the Florida Department of Transportation to perform the work;
- (3) Shall certify that no additional right of way is required to perform the work other than what is identified in this application;
- (4) Has the legal right to construct the project within the identified right of way;
- (5) Shall acquire necessary permits required to construct the project;
- (6) Is responsible for all costs associated with utility relocation(s); and
- (7) Shall support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and that City of Quincy (Sponsor) will follow through on the project once programmed in the Florida Department of Transportation's Work Program. I understand that failure to deliver the project within the fiscal year programmed and/or significant increases in estimated costs could cause the project to be removed from the Work Program and/or significantly increase the Agency's local funds participation.


Signature

Mike Wade
Name (please type or print)

City Manager
Title

5/2/2016
Date

FOR FDOT USE ONLY		
Application Complete	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Project Eligible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Implementation Feasible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Include in Work Program	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Attachment 2, (b)

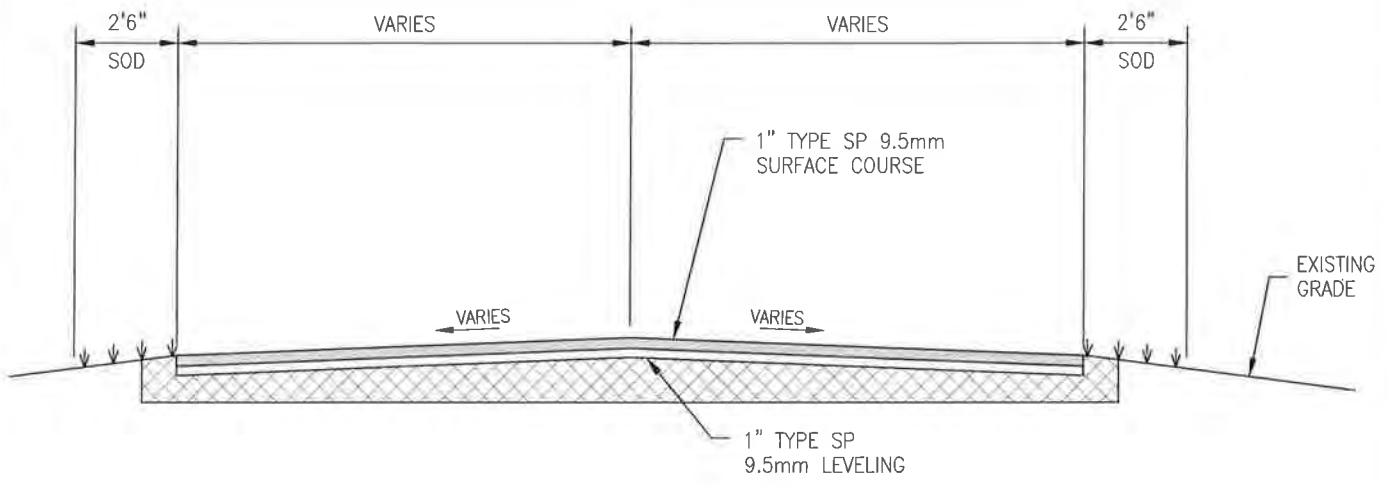
Priority 1

Proposed Scope of Work

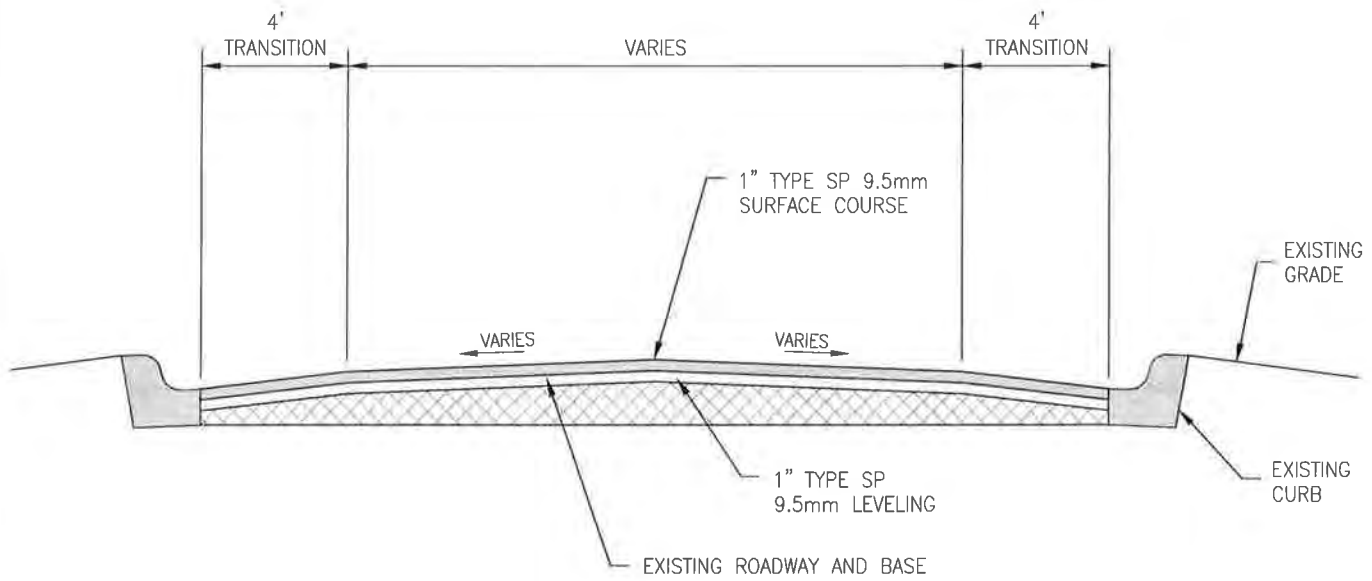
King Street is owned and maintained by the City of Quincy and is located near the center of the City, which traffic from schools, churches, businesses, and residents use regularly. This street is not considered an evacuation route and does not serve high levels of agricultural traffic. However, it is considered a feeder road. This portion of King Street, from Cleveland St. to 9th St., was chosen by the city due to poor pavement conditions of the roadway. This project will consist of resurfacing .6 miles of super pave asphalt after milling the existing roadway 2" thick to ensure any deficiencies are corrected. The normal procedures that usually coincide with resurfacing will also be included; such as thermoplastic striping and messages, RPMs, and signage. Along with the resurfacing, the project will address any issues/improvements pertaining to drainage. Once funding is secured, the project would proceed with design then construction and should not take no more than (6) six months to complete. Please see the attached cost estimate and location map. No costs have been incurred to date.

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS
KING STREET RESURFACING FROM 9th ST TO CLEVELAND ST
 CITY OF QUINCY

Item	Description	Qty	Unit	Unit Price	Total
GENERAL COSTS					
0101-1	MOBILIZATION	1	LS	\$12,000.00	\$12,000.00
	BONDS AND INSURANCE	1	LS	\$7,500.00	\$7,500.00
0102-1	MAINTENANCE OF TRAFFIC	1	LS	\$4,000.00	\$4,000.00
	SUBTOTAL				\$23,500.00
CONSTRUCTION COSTS					
0334-1-12	SUPERPAVE ASPH CONC, TRAF B (2")	1,120	TON	\$105.00	\$117,600.00
0327-70-5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	9,260	SY	\$5.00	\$46,300.00
0570-1-2	PERFORMANCE TURF, SOD	1,780	SY	\$3.00	\$5,340.00
0706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	160	EA	\$5.50	\$880.00
	STRIPING IMPROVEMENTS	1	LS	\$12,000.00	\$12,000.00
	CONTRACTOR'S EROSION AND SEDIMENT CONTROL	1	LS	\$4,500.00	\$4,500.00
0425-5	MANHOLE, ADJUST	15	EA	\$500.00	\$7,500.00
0425-6	VALVE BOX, ADJUST	10	EA	\$300.00	\$3,000.00
	SUBTOTAL				\$197,120.00
TOTAL ESTIMATED CONSTRUCTION COST					
					\$220,620.00
	SURVEY AND DESIGN (10%)	1	LS	\$22,062.00	\$22,062.00
	CEI (5%)	1	LS	\$11,031.00	\$11,031.00
	CONTINGENCY (10%)	1	LS	\$22,062.00	\$22,062.00
	SUBTOTAL				\$55,155.00
TOTAL ESTIMATED COST					\$275,775.00



TYPICAL SECTION



TYPICAL SECTION

Apr 14, 2016 14:37:0 (EST)
 I:\328 000 GADSDEN COUNTY\CAD\3DFG\DEPN_PROD\PRODUCTION\228000_2016_SCCP_017 - OF QUINCY LOCATION MAPS.DWG

EB# 0008155



CITY of QUINCY
GADSDEN COUNTY
FLORIDA

Typical Section - King St. (Cleveland St. to 9th St.)

2016 City SCOP
 City of Quincy
 Gadsden County
 Florida

DATE: Apr. 2016	PROJECT NO.
SCALE: As Noted	000.000
DRAWN: L. Evers	SHEET
CHECKED: M. Chester	TS1

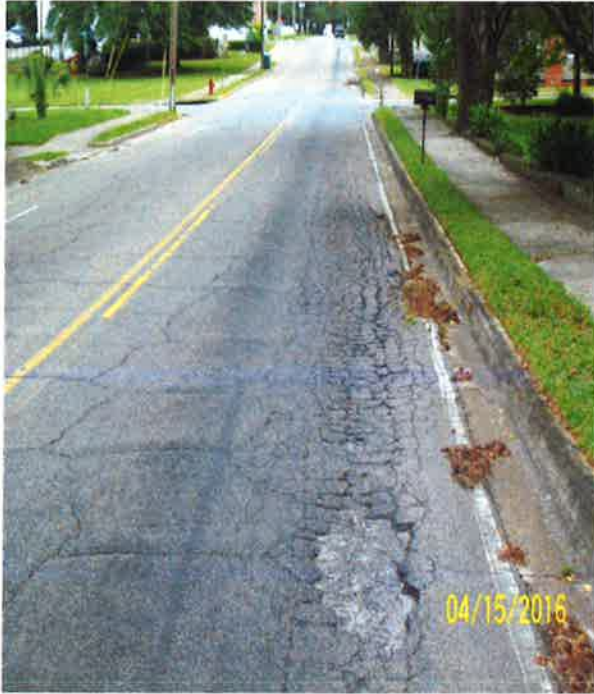


April 14, 2016 (7:42:52 AM)
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EB# 0006155

 <p>CITY of QUINCY GADSDEN COUNTY FLORIDA</p>	<p>Location Map - King Street (Priority 1)</p>	<p>DATE: Apr. 2016</p>	<p>PROJECT NO. 000.000</p>
	<p>2016 SCOP Application City of Quincy Gadsden County Florida</p>	<p>SCALE: As Noted</p>	<p>DRAWN: L. Evers</p>
		<p>CHECKED: M. Chester</p>	

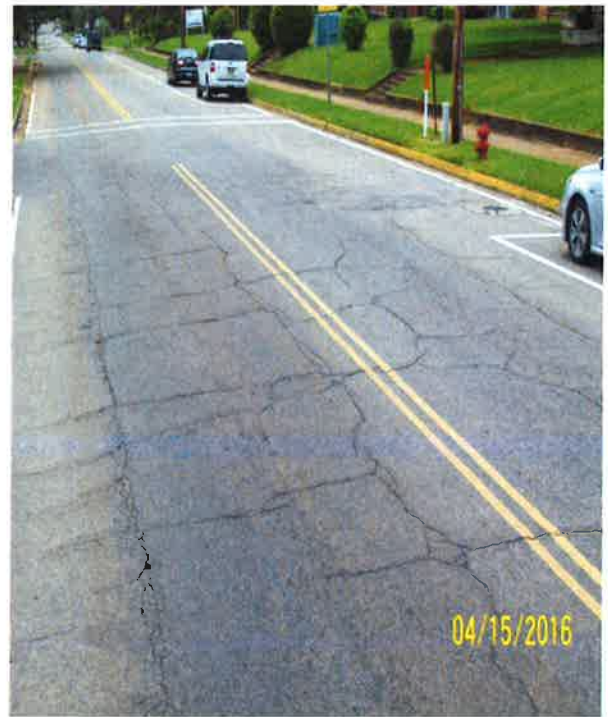
Quincy City SCOP Project Proposed Site Photographs



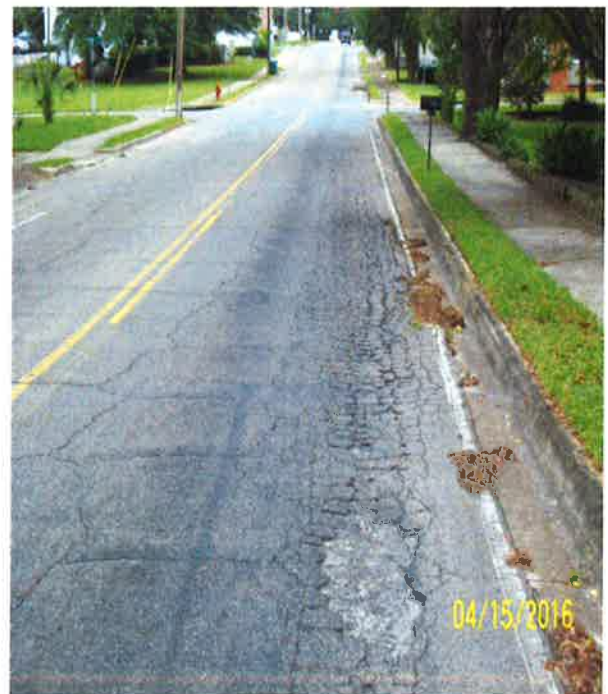
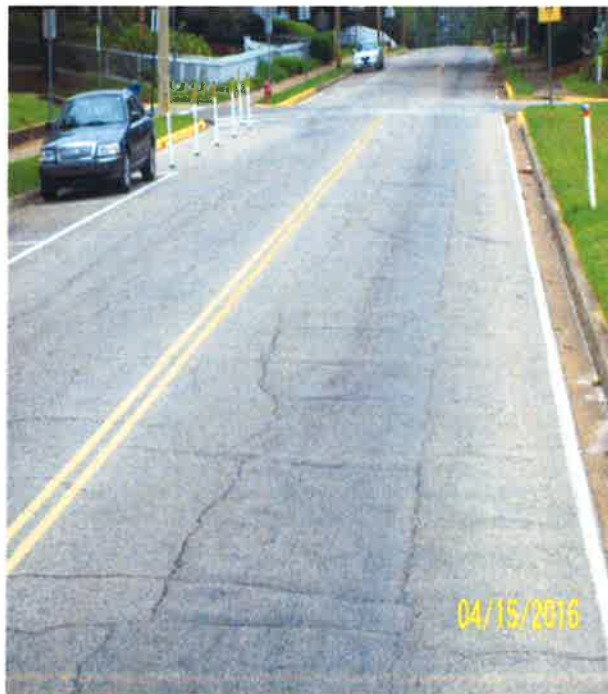
King Street



Quincy City SCOP Project Proposed Site Photographs



King Street



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

Financial Project No: <u>44032815401</u> Contract No. _____	Vendor No.: <u>F596000416003</u> CSFA No. and Title: 55.009 Small County Outreach Program (SCOP) and Rural Areas of Opportunity (RAO) _____
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**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT**

This Small County Outreach Program Agreement (“Agreement”) is entered into this ____ day of _____, _____ 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, and D 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.

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 December 31, 2017. 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 February 1, 2017, and design plans to be completed by May 1, 2017.
 - b. Actual Construction shall begin no later than August 1, 2017, and be completed by December 31, 2017.
4. The Department will participate in a maximum of 100 % of the actual total project costs up to \$275,775.00 (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 44032815401, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”. Any changes to the deliverables shall require written approval 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 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

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
- 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)(1), 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 provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
18. The Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by

the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

19. 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.
20. 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.
21. 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.
22. 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.

23. 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
Mr. Mike Wade
404 W Jefferson Street
Quincy, Florida 32351

24. 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.
25. 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.
26. This Agreement shall not be construed to grant any third party rights.
27. 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.
28. 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.
29. 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.

30. 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.
31. Time is of the essence as to each and every obligation under this Agreement.
32. 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.
33. This Agreement may be executed in duplicate originals.
34. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

The remainder of this page intentionally left blank.

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

City of Quincy
(Name of RECIPIENT)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Title: _____

BY: _____
Title: _____
Attest: _____

Print Name _____

Date: _____

Attest: _____
Title: _____

Legal Review: _____

Print Name _____

See attached encumbrance form for date of funding approval by Comptroller

Recipient's Legal Review _____

Print Name _____

EXHIBIT “A”

SCOPE OF SERVICES AND **DELIVERABLES**

Resurfacing of King Street

FPID 44032815401

This project will consist of resurfacing .6 miles of super pave asphalt after milling the existing roadway 2" thick to ensure any deficiencies are corrected, thermoplastic striping and messages, RPMS, and signage. Along with resurfacing, the project will address any issues/improvements pertaining to drainage.

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

The Agency must provide a set of signed and sealed plans, scope of services, an Engineer's Estimate, and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for the Department's review and approval prior to authorization to advertise. If Right-of-way activities become apparent, begin coordination with the Department at once.

Prior to award, the Agency must submit the name of the lowest responsible/responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. The Agency must have Department concurrence prior to advertising for construction services.

The Agency is required to send the preliminary schedule from the contractor.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

EXHIBIT "B"

METHOD OF COMPENSATION

FINANCIAL PROJECT NO.44032815401

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 2017	FY	FY	TOTAL
I. TOTAL PROJECT COST:	\$ 275,775	\$	\$	\$
Design	\$ 22,062	\$	\$	\$
Right of Way	\$	\$	\$	\$
Construction	\$ 242,682	\$	\$	\$
CEI	\$ 11,031	\$	\$	\$
II. PARTICIPATION:				
Maximum Department Participation	(100%) or \$ 275,775	(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:	\$ 275,775	\$	\$	\$

Please submit 1 (insert no. of invoices required) copies of invoice(s) to the following address: D3LOCAL@dot.state.fl.us

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: \$275,775.00

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

City of Quincy RECIPIENT

PROJECT DESCRIPTION: Resurfacing of King Street

FINANCIAL PROJECT NUMBER: 44032815401

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: _____

*QFD Monthly District Fire Calls
September 2016*

District	<u>District</u>	<u>Location</u>	<u>Type of Incident</u>
District 1	9/6/2016	625 Virginia St	Outside rubbish fire
	9/9/2016	415 Thomas Alley	Lock in
	9/23/2016	1400 Gadsden St	False alarm
	9/25/2016	1400 Gadsden St	Extinguishing system activation
District 2	9/2/2016	223 Pat Thomas Pkwy	Alarm activation
	9/6/2016	305 W Crawford St	Remove victim from elevator
	9/13/2016	715 Hardin St	Cooking fire
	9/26/2015	400 Block Pat Thomas Blvd	Police assist
District 3	9/5/2016	1150 Blue Star Hwy	Electrical problem
	9/22/2016	100 S Madison St	Detector activation
District 4			
District 5	9/2/2016	113 North 10th St	Arcing powerline
	9/2/2016	Corner of Cleveland / King St	Down power line
	9/13/2016	806 E Magnolia	Smoke detector activation
	9/17/2016	47 N Cone St	Lock out
	9/21/2016	929 Park Ave	Alarm activation no fire

QFD Monthly Report
September 2016

	<u>2016</u>	<u>2015</u>
Total Fire Calls	135	117
City	94	97
County	41	20
Total Man Hours	100 hrs 23 mins	95 hrs 2 mins
City	38 hrs 26 mins	35 hrs
County	71 hrs 97 mins	61 hrs 5 mins
Type Fire Calls - City		
Structure	0	0
Vehicle	0	3
False Alarm	2	1
Hazard	3	1
Rescue	2	0
Wood & Grass	1	1
Other	7	9
Type Fire Calls - County		
Structure	1	1
Vehicle	10	4
False Alarm	0	0
Hazard	3	0
Rescue	1	0
Woods & Grass	2	0
Other	19	6
Fire Causes		
Accidental	6	5
Undetermined	5	2
Suspicious	0	0
Arson	0	0
Average Response Time		
City	4.63 mins	3.66 mins
County	9.34 mins	6.04 mins
Average Firefighters per Call		
City	4	3.66
County	3.03	3.35
Average Time Spent per Call		
City	25,68 mins	21.83 mins
County	33,.18 mins	41.20 mins

*QFD Monthly Report
September 2016*

	<u>2016</u>	<u>2015</u>
Responses Out of District	3	0
Mutual Aid Responses *	2	0
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	3	5
Fire Safety Inspection	12	78
Fire Investigation	0	0
Plans Review	0	1
Training Man Hours	138 hrs	84 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	84	81
Smoke Detector Installs	3	0
* 9/25 Structure Fire 910 3rd St Southwest Havana		
9/27 Structure Fire 665 Little Sycamore Rd Sycamore		

*QFD Quarterly Report
July, Aug, Sept 2016*

	<u>2016</u>	<u>2015</u>
Total Fire Calls	432	330
City	307	266
County	125	64
Total Man Hours	392 hrs 10 mins	348 hrs 5 mins
City	188 hrs 34 mins	115 hrs 1 mins
County	213 hrs 27 mins	177 hrs 35 mins
Type Fire Calls - City		
Structure	4	1
Vehicle	9	7
False Alarm	9	6
Hazard	3	8
Rescue	4	2
Wood & Grass	3	6
Other	25	38
Type Fire Calls - County		
Structure	4	12
Vehicle	25	26
False Alarm	1	3
Hazard	7	5
Rescue	1	1
Woods & Grass	8	9
Other	45	23
Fire Causes		
Accidental	17	16
Undetermined	18	4
Suspicious	0	0
Arson	0	1
Average Response Time		
City	4.52 mins	3.20 mins
County	8.02 mins	7.15 mins
Average Firefighters per Call		
City	4.11	4.49
County	3.08	3.25
Average Time Spent per Call		
City	38.94 mins	30.21 mins
County	35.76 mins	38.84 mins

*QFD Quarterly Report
July, Aug, Sept 2016*

	<u>2016</u>	<u>2015</u>
Responses Out of District	3	1
Mutual Aid Responses *	3	5
Deaths	0	0
Injuries	0	4
Fire Prevention Programs	6	12
Fire Safety Inspection	43	39
Fire Investigation	0	0
Plans Review	0	4
Training Man Hours	426 hrs	321 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	285	198
Smoke Detector Installs	23	0