
The Quincy Community Redevelopment Agency Board met in Workshop session on Tuesday, July 10, 2018 with Chair Sapp presiding and the following **present at roll call**:

Board Member Harris

Board Member Gay

Board Member McMillan

Motion by Member Gay, to excuse Vice-Chair Dowdell, seconded by Member Harris, motion passes with a vote of 4-0.

Also present:

Attorney Brown

CRA Manager Regina Davis

Call to Order

Chair Sapp called the workshop to order at 4:34pm.

The purpose of the workshop is to discuss the South Adams Street façade rehabilitation program. The attorney has drafted an agreement which was presented to the owners at the previous meeting and via email.

Attorney Brown advised that after the last meeting he received comments from an owner, Mr. Faircloth. His first concern was that the owner would withhold a retainage of 10% (Section 4), which is customary. This contract is between the owner and the contractor although the CRA is the funding agent. The CRA is not responsible for any issues that come up between the two. The CRA is the disbursement agent will however be holding the funds.

His second question was regarding liens (Section 14) – Based on his comments some changes were made. The contractor will now be asked to provide a list of all sub-contractors. It also includes indicates that the contractor has to provide a release of lien from all sub-contractors. Subsection 713.20 provided information to property owners regarding liens; lien releases have to be provided; contractor would have a responsibility to defend property owner if legal action is brought up. *Statute 713.08 “Claim of Lien, subsection 5 states: The claim of lien may be recorded at any time during the progress of the work or thereafter but not later than 90 days after the final furnishing of the labor or services or materials by the lienor. However, if the original contract is terminated under s. 713.07(4), a claim for a lien attaching prior to such termination may not be recorded after 90 days following the date of such termination or 90 days after the final furnishing of labor, services, or materials by the lienor, whichever occurs first.* The Owner is further protected with the second paragraph in the section: The Contractor shall protect, defend and indemnify the Owner from any claims for unpaid work, labor or materials provided in performance of the contract.

The CRA is only responsible for the amount that is approved. Change orders must be approved by the property owners and CRA manager.

Member Gay – Asked who the hiring agent is. The owner chooses the contractor but the CRA must approve it. Section 16F – Can the owner terminate contract with contractor? Yes but the CRA would have to be in agreement and contractor would only be eligible for payment based on the work completed. Section 17 allows for termination by the contractor for cause.

Member McMillan – Will there be different contractor for each building? Feels this is the job for one contractor. Manager Davis spoke with two of the owners and they are of the same opinion; the architect said that would probably be the best to get the best numbers. The owners and CRA will review all bids and make a decision. The owners will choose the contractor(s) and the CRA must approve it. If one or more property owner is not in agreement this would not stop the project.

Member Gay – Asked if the contract should be in plural form, “owners not owner”.

Attorney Brown indicated that the contract can reflect whatever the board wants but has to be agreed on by the owner and the contractor(s).

Member Gay – Would be curious to know how other CRAs have approached their contracts with contractors when they did three or four or a block area. Feels it would be beneficial if the CRA had a construction manager be retained to oversee the project. We need to make sure there is some quality control of the project.

Attorney Brown mentioned that 4M has some responsibility throughout the project.

Tarmey/4M – They have responsibility for quality control and review of change orders; site visits are also included (probably weekly). When asked about a time frame for completion of project, he explained that this should come from the contractor but thinks it will take around three months.

Attorney Brown indicated that delays due to acts of God are a part of contract.

Manager Davis recommends penalties not incentive, expects project to be completed at or over budget.

Member Dowdell enters.

Attorney Brown recommends one contract with one contractor and that liquidation of assets to be handled by Manager Davis and architect and will need to be voted on.

Mr. Tarmey suggests a two week equity allowance on time for completion; must be commensurate with scale of the job.

Mr. Faircloth asked for clarification on the retainage.

Typos were pointed out in Section 2, 7 and 10. Chair Sapp uses her middle initial “G” in her signature.

Member Dowdell confirmed that contract is between owners and contractor.

Meeting ends 5:18pm.