

**AGENDA  
CITY COUNCIL MEETING  
2/9/2016  
5:00 P.M.**

1. **OPEN MEETING**
  
2. **INVOCATION:**
  
3. **PLEDGE OF ALLEGIANCE**
  
4. **\*\*APPROVAL OF AGENDA FOR ADDITIONAL ITEMS\*\***
  - Recommendation for Additional Items from Staff
  - Recommendation for Additional Items from Council
    - (a) Council Reports
  
5. **APPROVAL OF MINUTES**
  - 1) January 12, 2016 Regular
  
6. **RECOGNITIONS, SPECIAL PRESENTATIONS AND AWARDS:**
  - 1) Chief Greg Brand – Presenting Officer of the Year and Civilian of the Year
  
7. **PUBLIC HEARINGS/MEETINGS:**
  
8. **PERSONS TO APPEAR:**
  - 1) Morris Smith, Men in Action – Re: Program Update

**9. GENERAL CONSENT AGENDA**

- 1) As forwarded from Executive Committee Meeting held on Monday, February 1, 2016 at 4:00 p.m.

**10. MILTON PLANNING BOARD**

- 1) Report from Board Meeting held on Thursday, February 4, 2016 at 5:00 p.m.  
*(No Action)*
  - a) Next meeting scheduled for Thursday, March 3, 2016 at 5:00 p.m.

**11. ORDINANCES, RESOLUTIONS & PROCLAMATIONS:**

- 1) Ordinance #1428-16, Fire Services Assessment *(2nd Reading)*
- 2) Ordinance #1429-16, Changing of Election Date *(1st Reading)*
- 3) Ordinance #1430-16, Downtown Redevelopment Advisory Board (DRAB) Dissolution *(1st Reading)*
- 4) Ordinance #1431-16, Itinerant Vendors *(1st Reading)*
- 5) Resolution #1357-16, Re-establishing a CDBG Procurement Policy for CDBG Procurements
- 6) Resolution #1358-16, Establishing Riverfront Redevelopment Team (RRT)
- 7) Resolution #1359-16, Re-establishing the Anti-displacement and Relocation Policy
- 8) Budget Amendment Resolution #1360-16:
  - a) General Fund \$6,289. Funds Public Information Officer/Marketing Director job for ½ year (\$32,489) with funding from excess in finance Salary Line and General Fund Reserves as approved by Council on 2/9/2016.
  - b) General Fund \$37,888. Funds purchase of 2 Chevrolet Impala's from Lou Sobh/Milton Chevy from General Fund Reserves as approved by Council on 2/9/2016.

- c) General Fund \$4,268. Recognizes Damage Claim Revenue received from 10/14/2015 accident and allocates for expenditure to replace damaged light poles.
- d) General Fund \$2,912. Funds purchase of 4 Kiosk Signs (\$5,824) as approved by Council on 2/9/2016. (2 at Carpenters Park Boat Ramp funded by General Fund; 1 at Russell Harbor Boat Ramp funded by Downtown Redevelopment Fund; and 1 at the Marina Boat Ramp funded by Marina Fund.
- e) General Fund \$0. Reallocates funds in Parks & Recreation to fund two 20 hour/part-time workers (\$10,516) for the remaining 1/2 of this year; funds \$2,000 for parks overtime; and funds replacement of security cameras at the Field House (\$6,944) from excess revenue in various programs as approved by Council on 02/09/2016.
- f) Downtown Redevelopment Funds \$2,505. Funds demolition of 6863 Pine Street and 5120 Elmira Street with \$2,505 from General Fund and \$7,495 from Downtown Fund as approved by Council 02/09/2016.
- g) Downtown Redevelopment Funds \$0. Funds Promo Event for a Band for Tough Mudder Weekend (\$3,500); and funds Re-Landscaping of South Riverwalk (\$4,500) by reallocating Downtown Repair & Maintenance as approved by Council 2/9/2016.
- h) Sanitation Fund \$0. Funds increase in Landfill Tipping Fees from FY2016 budgeted funds set aside for purchase of a Sanitation Truck as approved by Council on 02/09/2016.

**12. CITY ATTORNEY'S REPORT**

**13. CITY CLERK'S REPORT**

**14. COUNCIL COMMITTEE ITEMS:**

**PUBLIC WORKS COMMITTEE: CHAIRMAN – COUNCILMAN R.L. LEWIS**

**ADMINISTRATION COMMITTEE: CHAIRWOMAN – COUNCILWOMAN MARILYN JONES**

**PUBLIC SAFETY COMMITTEE: CHAIRWOMAN – COUNCILWOMAN  
PATSY LUNSFORD**

**STORMWATER MANAGEMENT COMMITTEE: CHAIRMAN –  
COUNCILMAN ALAN LOWERY**

**PARKS & RECREATION COMMITTEE: CHAIRMAN – COUNCILMAN  
LLOYD HINOTE**

**GROWTH, DEVELOPMENT & ANNEXATION COMMITTEE:  
CHAIRWOMAN – COUNCILWOMAN ASHLEY LAY**

**LEAP COMMITTEE: CHAIRWOMAN – COUNCILWOMAN MARY  
ELLEN JOHNSON**

**FINANCE COMMITTEE: CHAIRMAN – COUNCILMAN JIMMY  
MESSICK**

**TPO REPRESENTATIVE: COUNCILMAN JIMMY MESSICK**

**TDC REPRESENTATIVE: COUNCILMAN ALAN LOWERY**

15. **COUNCIL REPORTS:**

16. **MAYOR REPORT: WESLEY MEISS**

**17. CITY MANAGER’S REPORT:**

**18. BIDS/PROPOSALS:**

- 1) Bids received on Friday, February 5, 2016 at 2:00 p.m. for Ward Basin Sewer Phase II *(Staff recommends award to qualified low bidder, B&W Utilities at \$423,701.34 to be paid from Water/Sewer Reserves)*

**19. OTHER BUSINESS:**

Board Appointments:

- Milton Planning Board – 2 vacancies (Ward 1 Resident and Mayor-at-Large) vacancy
- Board of Adjustments – 1 vacancy (No Restrictions)
- Fire Pension Board – 1 vacancy (City Resident)

**Item 49** Event Application for Tough Mudder Concert on April 9, 2016

**Staff Recommendation** Vote Required

Staff recommends approval of the Event Application for the Tough Mudder Concert on Saturday, April 9, 2016

Cost \$3,500.00 Funding Source CRA Fund

**Item 48** Florida Municipal Insurance Trust Invoice for General Liability and Workers Compensation for FY14/15

**Staff Recommendation** Vote Required

Staff recommends authorization to pay Florida Municipal Insurance Trust for General Liability and Workers Compensation in the amount of \$5,721 to be paid out of the budget

Cost \$5,721.00 Funding Source Budget

**Item 47** Canal Street CDBG Engineering Contract

**Staff Recommendation** Vote Required

Approve Engineering Contract

Cost \$34,500.00 Funding Source Grant

**Item** 46 Navy League SOY/FIOY Awards Banquet to be held at NAS Whiting Field Sikes Hall on 19 February at 6:00PM

**Staff Recommendation** Information

Cost \$0.00 Funding Source N/A

**20. ADJOURN/RECESS:**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, or by calling 983-5410.

*“If any person decides to appeal any decision made by the board, agency, or commission, with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a 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*



**Item** 26 GTCC Man Power and Staff Changes

**Action** Action: Approval to hire two 20 hour/part-time workers for the GTCC at an approximate cost of \$30,000 to be paid from the budget

<b>Cost</b>	\$30,000.00	<b>Funding Source</b>	Budget
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**Item** 25 Add Boating Restricted Areas Informational Kiosk to all City Boat Ramps

**Action** Action: Approval to purchase and install informational kiosks for the boating restricted areas at all City Boat Ramps

<b>Cost</b>	\$5,824.00	<b>Funding Source</b>	Budget
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**Item** 24 Replacement of the Security Cameras at Field House

**Action** Action: Approval of the purchase of replacement cameras and recording equipment at a cost of \$6,943.50 to be paid from Sports Revenue

<b>Cost</b>	\$6,943.50	<b>Funding Source</b>	Budget
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**Item** 23 Initiate a Block Party Program

**Action** Action: Approval to limit the amount of Block Parties to three for 2016 at an approximate cost of \$645 to be paid out of the budget

<b>Cost</b>	\$645.00	<b>Funding Source</b>	Budget
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**Item** 34 Event Application for Riverwalk Arts Festival

**Action** Action: Approval of the Event Application for the Riverwalk Arts Festival to be held on March 5, 2016 contingent upon changes to the application

<b>Cost</b>	\$0.00	<b>Funding Source</b>	
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## **Growth & Development - Chairwoman: Councilwoman Ashley Lay**

**Item** 10 Riverfront Redevelopment Team (RRT)

**Action** Action: Approval of one draft ordinances and one draft resolution. The ordinance is to eliminate the Downtown Redevelopment Advisory Board (DRAB) and establish all duties performed by the DRAB shall be performed by the Community Redevelopment Agency (CRA). The draft resolution is to establish the Riverfront Redevelopment Team (RRT) as an advisory board to perform duties as delegated by the Community Redevelopment Agency (CRA).

**Cost** \$0.00 **Funding Source** N/A

**Item** 35 Vacation of Savannah Street Access Easement and Sale of Pocket Park Property.

**Action** Action: Approval to abandon the access easement on Savannah Street and to dispose of the old park property

**Cost** \$0.00 **Funding Source**

**Item** 8 Allowing Itinerant Vendors at Selected City Businesses

**Action** Action: Approval of the draft ordinance to allow itinerant vendors at City antique shops

**Cost** \$0.00 **Funding Source**

**Item** 9 Courthouse Update

**Action** Action: Approval of authorization for City Manager to negotiate for the Milton Holdings, Inc Property and Property #7

**Cost** \$0.00 **Funding Source**

## **Finance - Chairman: Councilman Jimmy Messick**

**Item** 4 Bad Debt Write-off for December 2015 and January 2016

**Action** Action: Approval of the December 2015 and January 2016 bad debt write-off in the amount of \$8,332.56

**Cost** \$0.00 **Funding Source**

**Item** 28 Landfill Tipping Fee Price Increase

**Action** Action: Approval to draft budget adjustment to fund increased costs to Sanitation due to increase in tipping fees

**Cost** \$32,450.00 **Funding Source** Sanitation Reserves

**Item** 17 Demolition of 6863 Pine St and 5120 Elmira St

**Action** Action: Approval to have demolition done on 6863 Pine Street and 5120 Elmira Street at a cost not to exceed \$10,000 to be paid out of the budget

**Cost** \$10,000.00 **Funding Source** Budget

**Item** 14 Purchase of 2 Pool Cars

**Action** Action: Approval to purchase two 2016 Chevrolet Impala's from Lou Sobh/Milton Chevy at a cost of \$37,888 to be paid out of General Fund Reserves

**Cost** \$37,888.00 **Funding Source** General Fund Reserves

**Item** 13 Contract with a Lobbyist to Represent City Interests in State Budget Process

**Action** Action: Approval to contract with a Lobbyist to represent City interests in the State Budget Process in an amount not to exceed \$30,000 to be paid out of General Fund Reserves

**Cost** \$30,000.00 **Funding Source** General Fund Reserves

## **Administration - Chairman: Councilman Grady Hester**

**Item** 2 2016 Holiday Schedule

**Action** Action: Approval of the 2016 Holiday Schedule for the City of Milton

**Cost** \$0.00 **Funding Source**

**Item** 3 Gas Department Field Superintendent Job Description

**Action** Action: Approval of the job description for the Gas Department Field Superintendent

**Cost** \$0.00 **Funding Source**

**Item** 15 PIO/Marketing Director Job Description

**Action** Action: Approval of Public Information Officer/Marketing Director job description with the adjustment on salary rate

**Cost** \$57,000.00 **Funding Source** Budget

**Item** 16 Policies for Approval: Safety Program Policy

**Action** Action: Approval of the Safety Program Policy as presented

**Cost** \$0.00 **Funding Source**

**Item** 20 Annual City Employee's Luncheon - April 13, 2016

**Action** Action: Approval of the City Facilities being closed from 11-1pm on April 13, 2016 for annual Spring Luncheon

**Cost** \$0.00 **Funding Source**

## Other Business

**Item** 39 Bucket Truck Repair

**Action** Action: Approval of authorization to make payment to Coastal Equipment & Hydraulics for repair to Bucket Truck at a cost of \$8,506.18 to be paid out of the budget

**Cost** \$8,506.18 **Funding Source** Budget

**Item** 38 Replace Drive and Program Centrifuge at WWTP

**Action** Action: Approval of the Emergency Expenditure of \$8,278.20 to replace drive and program Centrifuge at the WWTP to be paid out of the budget

**Cost** \$8,278.20 **Funding Source** Budget

**Item** 36 Update to Ordinances, Resolutions and Policies to meet CDBG Requirements

**Action** Action: Approval of ordinances, resolutions and policies to meet CDBG requirements

**Cost** \$0.00 **Funding Source**

**Item** 41 New City Seal

**Action** Action: Approval to table for revised design of the City Seal

**Cost** \$0.00 **Funding Source**

**Item** 37 Request to purchase riding lawnmower for the Landscape Department

**Action** Action: Approval to purchase the riding lawnmower for the Landscape Department at a cost of \$7,219 to be paid out of the budget

**Cost** \$7,219.00 **Funding Source** Budget

**Item** 1 Milton City Council Speaker Request Form

**Action** Action: Approval of the Milton City Council Speaker Request Form and will take the time limit issue to Committee of the Whole

**Cost** \$0.00 **Funding Source**

**Item** 22 Draft Ordinance on Changing Election Date

**Action** Action: Approval of the draft ordinance for first reading in February Council Meeting on Changing the Election Date and the Swearing-in date of newly elected or reappointed City officials

**Cost** \$0.00 **Funding Source**

**Item** 21 Milton Cemetery Board Appointments:

Reappointment of Bill Bledsoe, Linda Raffaele, Trent Lewis

**Action** Action: Approval to reappoint Bill Bledsoe, Linda Raffaele and Trent Lewis to the Milton Benevolent Cemetery Board for another term

**Cost** \$0.00 **Funding Source**

RESOLUTION NUMBER #1357-16

A RESOLUTION OF THE CITY OF MILTON, FLORIDA, RE-ESTABLISHING A CDBG PROCUREMENT POLICY FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENTS; ESTABLISHING PURCHASE AND CONTRACT AWARD PROCEDURES; PROVIDING FOR BID PROTEST PROCEDURE; PROVIDING FOR CONTRACT ADMINISTRATION AND SELECTION REVIEW; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Milton, Florida, established a CDBG Procurement Policy for implementation of Community Development Block Grants in October, 1990; and

**WHEREAS**, The City of Milton, Florida, recognizes the importance of updating the policy to address any changes made in the CDBG program requirements as determined by the Department of Economic Opportunity, therefore

**BE IT HEREBY RESOLVED**, that this legislative body of City of Milton, Florida, hereby adopts the revised Procurement Policy.

**EFFECTIVE DATE**, This Resolution shall take effect immediately upon approval by the City Council and signature of the Mayor.

**ADOPTED THIS 9<sup>TH</sup>** day of February, 2016 on a vote of \_\_\_ yeas and \_\_\_ nays by the CITY COUNCIL.

CITY COUNCIL  
CITY OF MILTON, FLORIDA

BY:

\_\_\_\_\_  
Wesley Meiss, Mayor

ATTEST:

\_\_\_\_\_  
Dewitt Nobles, City Clerk  
(SEAL)

## RESOLUTION #1358-16

### **A RESOLUTION OF THE CITY OF MILTON, FLORIDA, ESTABLISHING A RIVERFRONT REDEVELOPMENT TEAM; ESTABLISHING THE DUTIES OF THE COMMITTEE; PROVIDING A TERMINATION DATE; AND PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA AS FOLLOWS:**

#### **Section 1. Intent.**

The City Council of the City of Milton, acting as the Community Redevelopment Agency, desires to create an advisory committee, to be named the Riverfront Redevelopment Team, in order to encourage additional public engagement and activity in the CRA process so as to best serve the residents and businesses of the City of Milton.

#### **Section 2. Formation.**

**The City of Milton hereby establishes the Riverfront Redevelopment Team as a Citizen's Advisory Committee to the CRA for CRA I, CRA II North, and CRA III South.** The purpose of the committee is to identify actions that the City can implement to support development and redevelopment within any and all of designated Community Redevelopment Areas, CRA I, CRA II North, and CRA III South, and further the goals and strategies outlined in the 2016 CRA's Master Plans. The committee shall recommend strategies and actions that the City Council and/or agency may undertake to encourage and promote reinvestment within the areas covered by each CRA.

#### **Section 3. Membership.**

The CRA Committee shall consist of members to be appointed by the Community Redevelopment Agency. The Committee shall elect from among their body a Chair and Vice Chair at the first meeting of the Committee. A designee of the City Manager or the City Manager shall serve as the City staff liaison to the Committee.

#### **Section 4. Meetings.**

a. The Committee will meet no less than once a month at a location and time to be determined by the Committee. The Committee may schedule additional meetings to conduct the business of the Committee by voting on the date, time, and location of such additional meetings at any regularly scheduled meeting.

b. The Riverfront Redevelopment Team meetings shall be conducted in accordance with the latest version of Robert's Rules of Order and be governed by the Sunshine Law.

**Section 5. Termination.**

The Riverfront Redevelopment Team shall continue in existence unless dissolved by the City Council.

**Section 6. Effective Date.**

This Resolution shall take effect immediately upon approval by City Council and signature of the Mayor.

**Date Signed:** \_\_\_\_\_

\_\_\_\_\_  
**Mayor Wesley Meiss**

\_\_\_\_\_  
**Attest: Dewitt Nobles**

RESOLUTION NUMBER #1359-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON RE-ESTABLISHING THE ANTIDISPLACEMENT AND RELOCATION POLICY ADOPTED BY THE CITY OF MILTON; PROVIDING FOR A DISPLACEMENT AVOIDANCE POLICY; PROVIDING FOR RELOCATION EFFORTS; PROVIDING FOR APPEALS PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Milton, Florida, established an Anti-Displacement and Relocation Policy for implementation of Community Development Block Grants in November, 1990; and

**WHEREAS**, City of Milton, Florida, recognizes the importance of updating the policy to address any changes made in the CDBG program requirements as determined by the Department of Economic Opportunity, therefore

**BE IT HEREBY RESOLVED**, that this legislative body of City of Milton, Florida, hereby revises their Anti-Displacement and Relocation Policy to delete references to the former Department of Community Affairs and replace them with references to the Department of Economic Opportunity.

**EFFECTIVE DATE**, This Resolution shall take effect immediately upon approval by the City Council and signature of the Mayor.

**ADOPTED THIS** 9th day of February 2016 on a vote of \_\_\_ yeas and \_\_\_ nays by the CITY COUNCIL.

CITY COUNCIL  
CITY OF MILTON, FLORIDA

BY:

\_\_\_\_\_  
Wesley Meiss, Mayor

ATTEST:

\_\_\_\_\_  
Dewitt Nobles, City Clerk  
(SEAL)

**RESOLUTION NO. # 1360-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON,  
FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET, CHANGING  
THE ESTIMATED TOTAL REVENUES AND EXPENDITURES  
OF VARIOUS FUNDS  
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, changes in anticipated revenues and expenditures of the City of Milton, necessitates a revision of the Appropriations for Fiscal Year 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milton, Florida, in open meeting duly assembled

Section 1. The following funds are revised as specified herein:

FUND: General Fund		DEPARTMENT: Admin-Other		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0513-513-12-00	Administrative Services / Regular Salaries	449,415	20,800	470,215
001-0513-513-20-00	Administrative Services / Retirees Benefit	20,699	4,472	25,171
001-0513-513-2100	Administrative Services / FICA Medicare	33,105	1,591	34,696
001-0513-513-22-00	Administrative Services / Retirement Contr	28,376	978	29,354
001-0513-513-23-00	Administrative Services / Life & Health	55,614	4,648	60,262
001-0516-516-12-00	Finance / Regular Salaries	333,004	(26,200)	306,804
LINE ITEM TOTAL-----			6,289	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	Funds Brought Forward	513,997	6,289	520,286
LINE ITEM TOTAL-----			6,289	
COMMENTS/EXPLANATION: Funds Public Information Officer/Marketing Director job for 1/2 year (\$32,489) with funding from excess in Finance Salary Line and General Fund Reserves as approved by Council on 02/09/2016.				

FUND: General Fund		DEPARTMENT: Admin- Other		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0513-513-64-01	Capital Outlay / Vehicles	0	37,888	37,888
LINE ITEM TOTAL-----			37,888	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-389-90-01	Funds Brought Forward	520,286	37,888	558,174
LINE ITEM TOTAL-----			37,888	
COMMENTS/EXPLANATION: Funds purchase of 2 Chevrolet Impala's from Lou Sobh/Milton Chevy from General Fund Reserves as approved by Council on 02/09/2016.				

FUND: General Fund		DEPARTMENT: Road & Street		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0541-541-46-99	Repair & Maintenance / Damage Claim	6,097	4,268	10,365
LINE ITEM TOTAL-----			4,268	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-360-12-00	Misc. Revenue/ Proceeds Damage Claims	7,571	4,268	11,839
LINE ITEM TOTAL-----			4,268	
COMMENTS/EXPLANATION: Recognizes Damage Claim Revenue received from 10/14/2015 accident and allocates for expenditure to replace damaged light poles.				

FUND: General Fund		DEPARTMENT: Road & Street		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0541-541-46-74	Repair & Maintenance/ Carpenters Park	7,000	(2,912)	4,088
001-0541-541-63-16	Capital Outlay / City Signage	0	5,824	5,824
102-0552-552-91-01	Transfer to General Fund	0	1,456	1,456
102-0552-552-99-99	Downtown Contingencies	77,583	(1,456)	76,127
408-0590-590-01-00	Riverwalk Marina / Contingency	20,939	(1,456)	19,483
408-0581-581-91-01	Transfer to General Fund	0	1,456	1,456
LINE ITEM TOTAL-----			2,912	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0000-381-02-00	Interfund Transfer/ From Downtown	0	1,456	1,456
001-0000-381-18-00	Interfund Transfer/ From Marina	0	1,456	1,456
LINE ITEM TOTAL-----			2,912	
COMMENTS/EXPLANATION: Funds purchase of 4 Kiosk Signs (\$5,824) as approved by Council on 02/09/2016. (2 at Carpenters Park Boat Ramp funded by General Fund; 1 at Russell Harber Boat Ramp funded by Downtown Redevelopment Fund; and 1 at the Marina Boat Ramp funded by Marina Fund.)				

FUND: General Fund		DEPARTMENT: Parks & Recreation		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0572-572-12-00	Parks & Recreation / Regular Salaries	203,354	9,360	212,714
001-0572-572-14-00	Parks & Recreation / Overtime	0	2,000	2,000
001-0572-572-20-00	Parks & Recreation / Retirees Benefit	8,034	440	8,474
001-0572-572-21-00	Parks & Recreation / FICA Medicare	11,487	716	12,203
001-0572-572-30-01	Softball Program Expense	6,000	(2,000)	4,000
001-0572-572-30-02	Basketball Program Expense	23,000	(5,000)	18,000
001-0572-572-30-03	Football Program Expense	49,000	(10,460)	38,540
001-0572-572-30-05	Baseball Program Expense	15,000	(2,000)	13,000
001-0572-572-46-00	Parks & Recr. / Repairs & Maintenance	10,000	6,944	16,944
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Reallocates funds in Parks & Recreation to fund two 20 hour/part-time workers (\$10,516) for the remaining 1/2 of this year; funds \$2,000 for parks overtime; and funds replacement of security cameras at the Field House (\$6,944) from excess revenue in various programs as approved by Council on 02/09/2016.				

FUND: Downtown Redevelopment		DEPARTMENT: Downtown Redevelopment		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
001-0515-515-34-01	Planning/ Demolition	5,000	(2,505)	2,495
001-0581-581-91-12	Transfer to Downtown Fund	21,067	2,505	23,572
102-0552-552-34-00	Downtown/ Other Contractual	3,000	10,000	13,000
102-0552-552-99-99	Downtown/ Contingencies	76,127	(7,495)	68,632
LINE ITEM TOTAL-----			2,505	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
102-0000-381-01-00	Interfund Transfer/ From General Fund	0	2,505	2,505
LINE ITEM TOTAL-----			2,505	
COMMENTS/EXPLANATION: Funds demolition of 6863 Pine Street and 5120 Elmira Street with \$2,505 from General Fund and \$7,495 from Downtown Fund as approved by Council 02/09/2016.				

FUND: Downtown Redevelopment		DEPARTMENT: Downtown Redevelopment		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
102-0552-552-46-00	Repair & Maintenance	30,000	(8,000)	22,000
102-0552-552-48-06	Promotional / Other Events	0	3,500	3,500
102-0552-552-64-27	Capital Outlay/ Downtown Project	0	4,500	4,500
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Funds Promo Event for a Band for Tough Mudder Weekend (\$3,500) ; and funds Re-Landscaping of South Riverwalk (\$4,500) by reallocating Downtown Repair & Maintenance as approved by Council 02/09/2016.				

FUND: Sanitation Fund		DEPARTMENT: Sanitation		
EXPENSE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
404-0534-534-49-15	Misc. Expenditures / Landfill Tipping Fee	280,000	18,000	298,000
404-0534-534-90-04	Reserves/ Sanitation Truck	33,500	(18,000)	15,500
LINE ITEM TOTAL-----			0	
REVENUE BUDGET ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET AMOUNT	INC/DECREASE AMOUNT	REVISED BUDGET AMOUNT
None				0
LINE ITEM TOTAL-----			0	
COMMENTS/EXPLANATION: Funds increase in Landfill Tipping Fees from FY2016 budgeted funds set aside for purchase of a Sanitation Truck as approved by Council on 02/09/2016.				

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. City staff is hereby authorized to implement changes in funds, accounts, transfers and balances as outlined within this resolution.

Section 4. This resolution shall take effect immediately upon the adoption by the City Council.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Milton City Council of the City of Milton, Florida.

By: \_\_\_\_\_  
Wesley Meiss, Mayor

ATTEST:

\_\_\_\_\_  
Dewitt Nobles, City Clerk

	B&W Utilities	Prinicpal Properties	Evans	Utility Service Co.	PCC	W.R. Mitchell	Roberson
Base Bid	\$ 367,546.34	\$ 386,066.00	\$ 383,197.00	\$ 392,402.38	\$ 461,629.46	\$ 447,806.00	\$ 464,997.75
Bid Option	<u>56,155.00</u>	<u>39,010.00</u>	<u>48,190.00</u>	<u>49,118.48</u>	<u>60,701.15</u>	<u>77,214.00</u>	<u>61,421.00</u>
Total:	\$ 423,701.34	\$ 425,076.00	\$ 431,387.00	\$ 441,520.86	\$ 522,330.61	\$ 525,020.00	\$ 526,418.75
<i>Staff recommends award to the qualified low bidder, B&amp;W Utilities.</i>							

CITY OF MILTON (Billing code = UF) APPLICATION FOR EVENTS/PARADES/FESTIVALS/SPECIAL ACTIVITIES

\*\*\*\*\*

- 1. Application Date: 12/08/15
2. Sponsoring Organization (USER) City of Milton Parks and Rec
a. Non-Profit [X] Address 5629 Byron St
b. Community Based [] Milton, FL 32570
c. Commercial []
d. Private Citizen [] Phone # (850) 983-5466

- 3. Organization Point of Contact:
Name: Kyle Kemp
Phone #: (850) 983-5466 E-Mail: kyle.kemp@ci.milton.fl.us

- 4. Name of Activity: TBD
[] Parade [] Car/Motorcycle Show
[] Festival [] 5/10 K Race
[X] Concert [] Other (please explain activity):
[] Tournament
[] Community Awareness Concert in conjunction w/ Tough Mudder run

5. Date of Activity: Saturday, April 9, 2016

6. Time Frame of Activity: 7:00 pm - 9:00 pm

- 7. Location/Facility:
[] North Riverwalk - \$100 [] North Willing Street (from to )
[] South Riverwalk - \$100 [X] South Willing Street (from 5:00 pm to 9:00 pm)
[X] South Riverwalk Pavilion - \$50 [] North Elmira Street (from to )
[X] Event Area - \$100 [] South Elmira Street (from to )
[] Imogene Parking Lot
[] Other:

- 8. Special Requests:
[X] Road Closure N/C [X] Electrical Activation: \$75
[] >24 Hr Docking at Riverwalk N/C [X] Stage Rental: \$350
[] Boating Restricted Areas [] Dumpsters (Delivery/Set Up) \$75 X #
[] Parade Security & Clean up \$350 [] Extra Dump Fees (per dumpster) \$75 X #
[] Crowd Control Barriers \$125 [] Trash Barrels \$ 5 X #
[] Other South Willing Street from the South Riverwalk Pavilion to Pine Street

**Tourism District Special Requests:**

**NOTE: Tourism District Special Requests applications must be received by the city sixty (60) days prior to the event.**

1. I (We) hereby request waiver of the;  
 Open Container Ordinance (Sec 6-27)  
 Noise Ordinance (LDR Sec. III-5.16)  
 Animal Control Ordinance (Sec 4-37(b))  
 and/or other Ordinance \_\_\_\_\_
  
2. The location applied for is: Event Area, South Riverwalk Pavilion  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Time Period From: 6:00 pm to 9:00 pm
  
4. Event Security:  Yes  No  
If yes, then who will provide the Security: Milton PD  
Security Time Period From: 6:00 pm to 9:30 pm

**The USER must agree to the following terms & conditions:**

1. User shall supply and furnish all personnel, equipment, services and any other items the User deems necessary to the success of the User's event.
2. User shall assure that proper City Police protection and all governmental regulations pertaining to the scheduled event have been fully complied with.
3. You are reminded that City Ordinances PROHIBIT THE CONSUMPTION OF ALCOHOLIC BEVERAGES AT PARK FACILITIES.
4. User shall remove from property/streets, all equipment and items placed thereon by the User immediately following the event.
5. User shall accomplish reasonable clean-up of the area immediately following the event.
6. User shall be liable for any and all damages done to the property and area covered by this agreement, regardless of who causes such damage or how the damage is caused, during the period of use contained in this agreement. Further, the User shall agree to defend, indemnify and hold-harmless the City, its Officials, employees, and representatives for any and all claims caused by or arising out of, in whole or in part, the activities permitted by this agreement.
7. The User shall pay all fees prior to the event. No request for waiver of fees will be accepted.
8. User agrees to pay for extra dump fees if garbage pickup required during the event.
9. User must provide for liability insurance coverage (\$1 Million minimum) for the event.
10. Security arrangements can be made separately with Milton Police department.

  
\_\_\_\_\_  
Signature of Requestor/User Representative



## Florida Municipal Insurance Trust (FMIT) Final Audit for the 14/15 Fund Year

FMIT # 0382

Invoice Date: 1/28/2016

Due Date: 2/27/2016

ATTN: Lori McCafferty

City of Milton

P.O. Box 909

Milton, FL 32572-0909

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

### Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	\$108,097.00	\$24,694.00	\$8,122.00	\$130,732.00	\$173,402.00	\$445,047.00
Incentive Credit	(\$24,467.00)	\$0.00	\$0.00	\$0.00	(\$32,504.00)	(\$56,971.00)
<b>Total Net Premium</b>	<b>\$83,630.00</b>	<b>\$24,694.00</b>	<b>\$8,122.00</b>	<b>\$130,732.00</b>	<b>\$140,898.00</b>	<b>\$388,076.00</b>

### Payment History

Payment Received On 10/8/2014	(\$95,053.25)
Payment Received On 12/19/2014	(\$95,263.25)
Payment Received On 3/26/2015	(\$95,991.74)
Payment Received On 6/29/2015	(\$96,046.76)
<b>Total Balance Forward</b>	<b>(\$382,355.00)</b>

### Final Audit Installment Due or Refund

<b>Balance Due by 2/27/2016</b>	<b>\$5,721.00</b>
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**Engineering Agreement  
City of Milton  
Gill-Bass Park Improvement and South Canal Street Lighting Project  
Engineer Scope of Services**

**GOALS AND OBJECTIVES**

The intent of this project is to provide professional services to the City of Milton for bidding services, contract administration and construction observation for the Gill-Bass Park Improvement project and South Canal Street lighting and landscaping. It is our understanding that no engineering services during construction are required for the North Canal Street lighting and utility adjustments.

**WORK SCOPE ELEMENTS:**

**Task 1: Bidding Services**

Bidding services shall include document assistance for the City of Milton, attendance of a pre-bid meeting, address requests for information from bidder as they relate to the engineering design including preparation of addendum, attend the bid opening and evaluate and certify bids with a recommendation of award.

**Task 2: Contract Administration**

Contract Administration shall include review of submittals and shop drawings, cooperate with the City of Field Change Directives, prepare change orders, interpret contract documents, attend monthly progress meetings and review project closeout documentation.

**Task 3: Construction Observation**

The construction period is expected to be 90 days for the Gill-Bass Park improvements and the installation of the lighting and landscaping on South Canal Street. BDI will provide a minimum of two hours per day, three days per week of on-site observation during this time period.

**COMPENSATION:**

The Community Block Grant program allows \$10,000 for engineering services associated with bidding and contract administration. For construction observation, the grant program utilizes the percentage of construction for inspection services as provided by Rural Development Fee Curve revised 06/2007. The estimated construction cost for the identified components is \$520,000. Prorated from the fee curve, the project observation fee is 4.68%. Compensation for the construction observation is \$24,344. The total compensation for this scope of work is a lump sum amount of \$34,344.

APPENDIXES:

The Appendix A – Scope of Services and the Appendix B – CDBG Supplemental Terms and Conditions section to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the appendixes, the language in the appendixes shall control, but only to the extent of the conflict consistency.

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

CITY OF MILTON

BASKERVILLE-DONOVAN, INC.

\_\_\_\_\_  
Brian Watkins, City Manager

\_\_\_\_\_  
T. Keith Hill, P.E. Sr. V.P./COO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Engineering Agreement  
City of Milton  
Gill-Bass Park Improvement and South Canal Street Lighting Project  
Engineer Scope of Services**

**GOALS AND OBJECTIVES**

The intent of this project is to provide professional services to the City of Milton for bidding services, contract administration and construction observation for the Gill-Bass Park Improvement project and South Canal Street lighting and landscaping. It is our understanding that no engineering services during construction are required for the North Canal Street lighting and utility adjustments.

**WORK SCOPE ELEMENTS:**

**Task 1: Bidding Services**

Bidding services shall include document assistance for the City of Milton, attendance of a pre-bid meeting, address requests for information from bidder as they relate to the engineering design including preparation of addendum, attend the bid opening and evaluate and certify bids with a recommendation of award.

**Task 2: Contract Administration**

Contract Administration shall include review of submittals and shop drawings, cooperate with the City of Field Change Directives, prepare change orders, interpret contract documents, attend monthly progress meetings and review project closeout documentation.

**Task 3: Construction Observation**

The construction period is expected to be 90 days for the Gill-Bass Park improvements and the installation of the lighting and landscaping on South Canal Street. BDI will provide a minimum of two hours per day, three days per week of on-site observation during this time period.

**COMPENSATION:**

The Community Block Grant program allows \$10,000 for engineering services associated with bidding and contract administration. For construction observation, the grant program utilizes the percentage of construction for inspection services as provided by Rural Development Fee Curve revised 06/2007. The estimated construction cost for the identified components is \$520,000. Prorated from the fee curve, the project observation fee is 4.68%. Compensation for the construction observation is \$24,344. The total compensation for this scope of work is a lump sum amount of \$34,344.

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The Appendix A – Scope of Services and the Appendix B – CDBG Supplemental Terms and Conditions section to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the appendixes, the language in the appendixes shall control, but only to the extent of the conflict consistency.

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CITY OF MILTON

BASKERVILLE-DONOVAN, INC.

\_\_\_\_\_  
Brian Watkins, City Manager

\_\_\_\_\_  
T. Keith Hill, P.E. Sr. V.P./COO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A – SCOPE OF SERVICES

### CITY OF MILTON CDBG COMMERCIAL REVITALIZATION GRANT

#### DESCRIPTION OF PROJECT

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER, representatives of the Florida Department of Economic Opportunity (DEO), or other interested parties as may be reasonably necessary.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will begin to prepare the plans and specs for bid. The ENGINEER designed and permitted this project as part of an earlier CDBG with the City of Milton. All costs pertaining to the design of this project were paid to the ENGINEER by the OWNER through the OWNER'S CDBG Commercial Revitalization grant application. This contract for services covers ONLY the bidding of inspection services during construction.
3. The contract documents furnished by the ENGINEER shall utilize construction contract documents acceptable to the City of Milton and DEO and shall include but shall not be limited to General Conditions, CDBG Conditions, Contract Change Orders, and partial payment estimates. All of these documents shall be subject to DEO approval.
4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
6. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
8. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
9. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
10. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
11. The ENGINEER will provide construction observation. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
12. The ENGINEER will cooperate and work closely with City of Milton's Grant Administrators.

13. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
14. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, DEO, and others on a timely basis.
15. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and DEO. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER and DEO.
16. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
17. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
18. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

#### DESCRIPTION OF PROJECT:

This project consists of improvements to Gill-Bass Park including the installation of a fountain, a gazebo, brick paver walks, parking and lighting. The firm will also be responsible for overseeing the purchase and installation of street lights and trees along South Canal Street.

#### FEE:

The CITY and ENGINEER agree that the post design engineering fee for the CDBG project shall be \$24,344 (to include project inspection/observation services) plus \$10,000 for bidding services and construction contract administration for a total of \$34,344.00. This is the engineering fee for the Gill-Bass Park improvements and the south Canal Street lighting and landscaping. The City and Engineer may negotiate an increase in the project inspection/observation fee for future needs. However, any additional engineering fees paid for with CDBG funds are limited to \$0.00 (none) for construction contract administration services and additional inspection/observation services that are paid for with CDBG funds shall be based on the 2007 Rural Utility Service fee curve for inspection services.

## II TERMS AND CONDITIONS

=====

### 1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
- (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
  - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

### 2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

### **3. Retention of Records**

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

### **4. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

### **5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

### **6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

### **7. Special Equal Opportunity Provisions**

#### **A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.) During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

#### **B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the

provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
(Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)**

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:  
Female participation: 6.9% (statewide)  
Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

**(D) 41 CFR 60-4.3. Equal Opportunity Clauses**

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

- 1. As used in these specifications:
  - A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - D. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic

origin); (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other

Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its

effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
  9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**E. Certification of Non-Segregated Facilities (Contracts over \$10,000)**

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

**F. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **G. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **H. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**I. Section 503 Handicapped (Contracts \$2,500 or more)**

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**J. Age Discrimination in Employment Act of 1967, as Amended**

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

**K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)**

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of

employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

**8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract,

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**9. Utilization of Minority and Women Firms (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- ▮ Florida Department of Management Services, Office of Supplier Diversity,
- ▮ Florida Department of Transportation (construction services, particularly highway),
- ▮ Minority Business Development Center in most major cities, and
- ▮ Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

**12. E-Verify**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/MOU\\_for\\_E-Verify\\_Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

T. Keith Hill, P.E.

\_\_\_\_\_  
Name

Exec. VP/COO

\_\_\_\_\_  
Title

Baskerville-Donovan, Inc.

\_\_\_\_\_  
Firm

449 W. Main Street

\_\_\_\_\_  
Street Address

Pensacola, FL 32502

\_\_\_\_\_  
City, State, Zip

**2014 CDBG COMMERCIAL  
REVITALIZATION PROJECT**

\_\_\_\_\_  
Project Name

16DB-OK-01—67-02-C01

\_\_\_\_\_  
Project Number

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED TO the City of Milton, Florida by T. Keith Hill, P.E. (Print Individual's Name and Title) for Baskerville-Donovan, Inc. (Print Name of Entity Submitting Sworn Statement). Whose business is consulting engineering services and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_
  
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
  
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Personally known \_\_\_\_\_ Notary Public - State of \_\_\_\_\_  
OR Produced \_\_\_\_\_  
identification \_\_\_\_\_ My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

The professional engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the architect, registered land surveyor or professional engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the architect, registered land surveyor or professional engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement.

---

(Name)

---

(Date)

---

(Title)

**CITY OF MILTON  
GILL-BASS PARK AND SOUTH CANAL STREET LIGHTING PROJECT  
ENGINEER WAGE AND COMPENSATION**

	Classification	Hours	Hourly Wage	Total Estimated Cost	
				By A&E	By City
<b>CONTRACT ADMINISTRATION</b>					
	Office Administrator	15.00	\$18.60	\$279.00	
	Engineer Intern 1	20.00	\$25.50	\$510.00	
	Engineer I	20.00	\$29.50	\$590.00	
	Sr. Eng./Project Manager	37.00	\$50.50	\$1,868.50	
	Sub-Total			\$3,247.50	
	Overhead	1.80	x	\$5,845.50	
	Profit	10.0%	x	\$909.30	
	<b>SUB-TOTAL THIS SECTION</b>			<b>\$10,000.00</b>	
<b>PROJECT OBSERVATION</b>					
	Office Administrator	20.00	\$18.60	\$372.00	
	Engineer Intern 1	79.00	\$25.50	\$2,014.50	
	Engineer I	110.00	\$29.50	\$3,245.00	
	Sr. Eng./Project Manager	45.00	\$50.50	\$2,272.50	
	Sub-Total			\$7,904.00	
	Overhead	1.80	x	\$14,227.20	
	Profit	10.0%	x	\$2,213.12	
	<b>SUB-TOTAL THIS SECTION</b>			<b>\$24,344.00</b>	
	<b>TOTAL FEE PROPOSAL</b>			<b>\$34,344.00</b>	