



TOWN COMMISSION MEETING AGENDA

AMENDED

November 12, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR NOVEMBER 12, 2024

A. MINUTES

1. 10/7/2024 Town Commission Emergency Meeting
2. 10/22/2024 Town Commission Regular Meeting
3. 10/25/2024 Visioning Committee Meeting

B. AGREEMENTS

1. Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01 with Exhibit A Work Scope
2. Addendum to the Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01
3. Concurrency Developer's Agreement – AG Investments of Polk County, LLC (Hills of Dundee)
4. Water Supply Allocation Agreement – AG Investments of Polk County, LLC (Hills of Dundee)

APPROVAL OF AGENDA

NEW BUSINESS

- 1. DISCUSSION & ACTION, ORDINANCE 24-11, VOLUNTARY ANNEXATION**
- 2. DISCUSSION & ACTION, NE POLK CHAMBER OF COMMERCE PRESENTATION**
- 3. DISCUSSION ONLY, AUDIT TIMELINE**
- 4. DISCUSSION & ACTION, FY 2023-24 BUDGET AMENDMENT**
- 5. DISCUSSION & ACTION, RESOLUTION 24-33, PROCUREMENT PIGGYBACK RE: SODIUM HYPOCHLORITE**
- 6. DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #1 WATER AND WASTEWATER MASTER PLAN**
- 7. DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #2 DUNDEE REGIONAL WWTF PERMIT RENEWAL APPLICATION**
- 8. DISCUSSION & ACTION, RFP 24-11 GRAPPLE TRUCK, SANITATION DEPARTMENT**
- 9. DISCUSSION & ACTION, PURCHASE OF GARBAGE CARTS**
- 10. DISCUSSION & ACTION, GPS TRACKING FOR FLEET**
- 11. DISCUSSION & ACTION, RENTAL RATES FOR DUNDEE COMMUNITY CENTER**
- 12. DISCUSSION & ACTION, SEAT 2 VACANCY – APPOINTMENT APPLICATION FORM**
- 13. DISCUSSION & ACTION, TOWN OF DUNDEE STAGE DESIGN**

REPORTS FROM OFFICERS

Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Department Updates
Town Manager
Commissioners
Mayor

ADJOURNMENT

***PUBLIC NOTICE:** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105). If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AMENDED

Item A.

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of November 12, 2024 contains the following:
- A. Minutes
 1. 10/7/2024 Town Commission Emergency Meeting
 2. 10/22/2024 Town Commission Regular Meeting
 3. 10/25/2024 Visioning Committee Meeting
 - B. Agreements
 1. Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01 with Exhibit A Work Scope
 2. Addendum to the Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01
 3. Concurrency Developer's Agreement – AG Investments of Polk County, LLC (Hills of Dundee)
 4. Water Supply Allocation Agreement – AG Investments of Polk County, LLC (Hills of Dundee)
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:**
- 10/7/2024 Town Commission Emergency Meeting
 - 10/22/2024 Town Commission Regular Meeting
 - 10/25/2024 Visioning Committee Meeting
 - Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01 with Exhibit A Work Scope
 - Addendum to the Continuing Master Agreement between the Town of Dundee and Carter Kaye Engineering for RFQ 23-01
 - Concurrency Developer's Agreement – AG Investments of Polk County, LLC (Hills of Dundee)
 - Water Supply Allocation Agreement – AG Investments of Polk County, LLC (Hills of Dundee)



TOWN COMMISSION EMERGENCY MEETING AGENDA

October 07, 2024 at 12:00 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Mayor Pennant at 12:30 p.m.

Mayor Pennant and Commissioners Goddard, Quarles, and Richardson were in attendance at 12:00 PM in order to watch the Polk County EOC meeting scheduled for October 7, 2024 at noon. Immediately following the Polk County EOC meeting, Mayor Pennant called the Emergency Meeting of the Town of Dundee Town Commission to Order, as follows:

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL taken by Melissa Glogowski

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

The Mayor opened the floor for public comments.

Alethea Pugh, 1367 Swan Lake Circle, asked whether a post should be made on social media about trash receptacles placed inside garages.

Steve White, KB Home Orlando, 9102 Southpark Center Loop, Orlando, asked about the possibility of moving forward with permitting model homes even with the impending storm. Town Manager Davis noted that the KB Home Orlando project will be discussed later during the meeting.

Mayor Pennant closed public comment.

APPROVAL OF AGENDA

The Mayor asked Town staff if there were any changes to the agenda. Town Manager Davis noted that Item 1, the countywide conference call and storm update was removed from the agenda.

A motion to approve the agenda with changes was made by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, and Mayor Pennant

Motion passed unanimously.

NEW BUSINESS

DISCUSSION & ACTION, RESOLUTION 24-31, EMERGENCY ORDER IN RESPONSE TO HURRICANE MILTON

Assistant Town Attorney Claytor read Resolution 24-31 into the record by title:

“A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY WITH RESPECT TO HURRICANE MILTON; INVOKING EMERGENCY POWERS AND AUTHORIZING MUNICIPAL OFFICERS TO TAKE NECESSARY MEASURES; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Claytor provided the analysis.

Town Manager Davis commented that special circumstances for staff are already in place. Ms. Davis noted that Polk County is planning to close its offices on Wednesday and Thursday, so the Town of Dundee plans to follow suit. Ms. Davis noted that sanitation department workers and equipment are ready to remove debris and brush that could cause problems during the storm. Notifications will be sent to remind residents to place trash cans in garages. A flyer will also be made to notice residents about the Spectrum hotspot to use in the days after the storm. Ms. Davis noted that the Town Clerk, Lita O’Neill, has reported to the Polk County EOC and will work Monday until 7:00 p.m. Ms. O’Neill will report to the EOC for the Tuesday overnight shift and will stay through the storm and will be in communication with Chief Carbone. Discussion ensued about the Town’s needs in preparation for the storm.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve Resolution 24-31 was made by Commissioner Quarles, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, and Mayor Pennant

Motion passed unanimously.

Mayor Pennant welcomed Chief Joe Carbone. Chief Carbone presented the plan and priorities, and he stated that assessments are going to be done on Friday given the current storm track. Chief Carbone asked everyone to keep from posting information on social media and to allow all media to go through the local EOC to avoid confusion.

Discussion ensued about the emergency response plan.

DISCUSSION, RESCHEDULING OCTOBER 8, 2024 REGULAR TOWN COMMISSION MEETING

Mayor Pennant asked the Town Manager to provide the analysis. Town Manager Davis commented that the Town Commission may either hold a special meeting on October 15th or address items at the October 22nd regularly scheduled meeting.

Bob Lane, Building Official for the Town of Dundee, addressed the Town Commission and provided an update on the situation occurring with KB Home Orlando. Mr. Lane made the Commission aware of a stop work order that was issued as KB Home Orlando had not obtained permits yet had initiated work. Assistant Town Attorney Claytor noted that plat approval is mutually exclusive from permitting issues.

ADJOURNMENT at 1:14 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION MEETING MINUTES

October 22, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS – Sgt. Josh Anderson

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS provided by Mayor Pennant

ROLL CALL taken by Town Clerk O'Neill

PRESENT

Commissioner Quarles
Commissioner Richardson
Vice-Mayor Goddard
Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Michelle Thompson, 406 4th Street South, Dundee, commended the Town of Dundee for storm cleanup after Hurricane Milton.

The Mayor commented that water service was not disrupted at all after the storm.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR OCTOBER 22, 2024

The minutes being reviewed include minutes from the following meetings:

1. August 15, 2024 Planning & Zoning Regular Meeting
2. August 26, 2024 Planning & Zoning Special Meeting
3. September 24, 2024 TC Public Workshop #2 to Discuss Transportation Impact Fees
4. September 24, 2024 TC Regular Meeting

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the minutes on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

The agreements under consideration for approval include the following:

1. CCNA RFQ 23-01, Rayl Engineering Agreement and Addendum
2. CCNA RFQ 23-01, Civil Surv Design Group Agreement
3. CCNA RFQ 23-01, Jones Edmunds Agreement and Addendum
4. CCNA RFQ 23-01, CHA Consulting Agreement and Addendum

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve the agreements on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

APPROVAL OF AGENDA

Mayor Pennant asked the Town Manager if there were any changes to the agenda. The Town Manager noted the following changes:

- Item #6, RFP 24-11 Grapple Truck, was removed
- Resolution 24-32, Extension of State of Local Emergency, was added
- Item #11, Road Closure for Rescheduled Hispanic and Latin Cultural Parade, was added

A motion was made to approve the agenda with changes made by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

Proclamations on the agenda include Breast Cancer Awareness Month, Fire Prevention Week, and Mobility Week.

A motion of support for all three proclamations was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

PROCLAMATION, BREAST CANCER AWARENESS MONTH, OCTOBER 2024

The Mayor read the proclamation into the record. Accepting the proclamation was Brandy Blackburn, wife of Town of Dundee Wastewater Division staff, John Blackburn.

PROCLAMATION, FIRE PREVENTION WEEK, OCTOBER 6-12, 2024

The Mayor read the proclamation into the record. Accepting the proclamation was Town of Dundee Fire Department staff, including Jason Tidwell, George Bailey, and Sebastian Orozco.

PROCLAMATION, MOBILITY WEEK, OCTOBER 25-NOVEMBER 2, 2024

The Mayor read the proclamation into the record. Accepting the proclamation was Commissioner Quarles as the Polk County Transportation Planning Organization representative for the Town Commission.

NEW BUSINESS

1. DISCUSSION & ACTION, RESOLUTION 24-32, EXTENSION OF THE STATE OF LOCAL EMERGENCY

Assistant Town Attorney read Resolution 24-32 into the record by title.

Town Manager Davis provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve Resolution 24-32 by Commissioner Quarles, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

2. DISCUSSION & ACTION, RESOLUTION 24-25, SEASONS AT BELLA VISTA FINAL PLAT

Assistant Town Attorney read Resolution 24-25 into the record by title.

Assistant Town Manager and Development Services Director, Lorraine Peterson, provided the analysis and PowerPoint presentation slides.

The Mayor opened the floor for public comment; being none, the floor was closed.

Assistant Town Attorney Claytor commented that, by approving Resolution 24-25, the Town Commission was affirmatively accepting the dedicated public improvements and a maintenance surety for the Seasons at Bella Vista Subdivision.

A motion to approve Resolution 24-25, a resolution for the Final Plat of Seasons at Bella Vista Subdivision, a request by the applicant Poulos & Bennett, LLC, was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

3. DISCUSSION & ACTION, RESOLUTION 24-26, LANDINGS AT LAKE MABEL LOOP FINAL PLAT

Assistant Town Attorney read Resolution 24-26 into the record by title.

Assistant Town Manager and Development Services Director, Lorraine Peterson, provided the analysis and PowerPoint presentation slides about the Landings at Lake Mabel Loop.

The Mayor opened the floor for public comment; being none, the floor was closed.

Ms. Peterson invited Bob Lane, Building Official for the Town of Dundee, to speak. Mr. Lane provided a summary of events regarding a stop work order for KB Homes on this project, as work on three slabs had begun without permits. Mr. Lane met with a representative from KB Homes last week, and as of yesterday, Mr. Lane reported that the stop work order had been lifted since the slabs were removed.

Commissioner Richardson asked for clarification about development review protocols. Assistant Town Attorney Claytor noted that the permitting issues reported by Mr. Lane and the final plat are mutually exclusive.

In response to Commissioner Richardson's question, Mr. Lane explained that once the final plat is approved, then the developer/property owner may submit application(s) for building permits and construction may commence, as approved.

A motion to approve Resolution 24-26, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC, was made by Commissioner Richardson, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

4. DISCUSSION & ACTION, RESOLUTION 24-29, DEFINING THE VISIONING COMMITTEE

Assistant Town Attorney, Seth Claytor, read Resolution 24-29 by title.

Town Manager Davis provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve Resolution 24-29 was made by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

5. DISCUSSION & ACTION, RFP 24-09, EMERGENCY GENERATOR FOR DUNDEE COMMUNITY CENTER

Town Manager Davis provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve RFP 24-09 made by Commissioner Quarles, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

6. DISCUSSION & ACTION, RFP 24-10, EMERGENCY GENERATOR FOR ECONOMY LODGE LIFT STATION

Town Manager Davis provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve RFP 24-10 made by Commissioner Quarles, seconded by Vice Mayor Goddard.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant
Motion passed unanimously.

7. DISCUSSION ONLY, FY2022-2023 AUDIT UPDATE

Mr. Mike Brynjulfson, with Brynjulfson, C.P.A., the external auditor working with the Town of Dundee on the 2023 fiscal year end audit, addressed the Town Commission and stated that there is a statutory requirement to complete the audit by June 30th each year. Mr. Brynjulfson stated there are no extensions to this deadline and reviewed potential outcomes to a late audit.

Mr. Brynjulfson asked the Town Commission if they had any questions.

The Mayor opened the floor for public comment.

Annette Wilson, 408 Dr. Martin Luther King Street, asked why the Town of Dundee is in this situation and expressed concerns about the completion of the audit.

Ms. Wilson stated she understood the Town Manager could not perform both the Town Manager role and the Finance Director role, but was concerned about how the audit will get done.

Mayor Pennant asked Mr. Brynjulfson if the Town would be able to make the date, and Mr. Brynjulfson stated that it would be a matter of providing the data on the item list he has provided to the Town.

Commissioner Quarles asked whether the work that the external auditor could be split among more than one C.P.A. Town Manager Davis responded yes; however, she noted that the external C.P.A. is familiar with previous findings and is now actively working on the items.

Vice Mayor Goddard asked whether Mr. Brynjulfson's comments have been communicated with the external C.P.A., and Mr. Brynjulfson stated yes.

Mayor Pennant asked the Town Manager how long it will take the external auditor to complete the work. Town Manager Davis stated that she is hopeful that all the items will be addressed within the coming weeks.

Mayor Pennant asked the Town Manager to have these items resolved by the next Town Commission meeting.

Town Manager Davis thanked Mr. Brynjulfson for being responsive.

Commissioner Richardson asked Mr. Brynjulfson how the response had been on the part of the Town. Mr. Brynjulfson stated that about half of the data has been provided and noted that an online portal is used and includes a shared list of items. Once items are updated, the item is removed from the list. Town Manager Davis stated that the individuals receiving email updates includes Ms. Davis, the external C.P.A. under contract with the Town of Dundee, Mr. Brynjulfson, and one of Mr. Brynjulfson's staff.

Mayor Pennant stated that all items should be provided prior to the November meeting so that the audit may be completed by December at the latest.

Jessica Farler, 315 7th Street South, asked whether there is a plan for a new C.P.A. so the Town of Dundee is able to get in compliance more quickly. Town Manager Davis stated that there will be a plan provided at the next meeting. Ms. Davis also noted that the 2024 fiscal year audit is moving forward alongside the 2023 fiscal year audit so that there will not be a delay with this year's audit.

Commissioner Richardson asked Mr. Brynjulfson about internal controls, and he stated that good internal controls have been put in place statutorily.

Ms. Alethea Pugh, 1367 Swan Lake Circle, Dundee, asked whether internal controls are aligned and where they need to be.

Mr. Brynjulfson thanked the Commission for their time.

8. DISCUSSION & ACTION, COMMISSION APPOINTMENT REASSIGNMENT

Town Manager Davis provided the analysis.

Staff is requesting that Commissioner Richardson takes on the quarterly appointment obligation for the remainder of the assignment that had been assigned to Steven Glenn prior to his resignation. Commissioner Richardson is already the SAC Committee Representative for Dundee Middle Academy.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve Commissioner Richardson as the SAC Committee Representative for Dundee Elementary Academy by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant.

The motion passed unanimously.

9. DISCUSSION & ACTION, TOWN COMMISSION SEAT 2 VACANCY

Assistant Town Attorney Claytor provided the analysis.

Attorney Claytor explained the varying process(es) used by the City of Lake Alfred and City of Winter Haven, amongst others. Attorney Claytor noted that the process used by the City of Lake Alfred was very successful; however, the process was not as expeditious as the application process used by the City of Winter Haven.

Mayor Pennant suggested using the Board Application form that is currently used. Commissioner Richardson asked to see this form. Upon review, the Commission expressed interest in updating the City of Winter Haven form for use by the Town of Dundee. The Town Clerk was asked to update the form and provide the updated form to Attorney Claytor for review.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to modify the Winter Haven board application form for use by the Town of Dundee, which will be considered for approval at the November Town Commission meeting by Vice Mayor Goddard, seconded by Commissioner Quarles.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant.

The motion passed unanimously.

10. DISCUSSION ONLY, RESOLUTION 24-30, FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024

Assistant Town Attorney read Resolution 24-30 into the record by title.

Town Manager Davis provided the analysis.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion was made to approve Resolution 24-30 by Commissioner Quarles, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

11. DISCUSSION & ACTION, ROAD CLOSURE FOR THE RESCHEDULED HISPANIC & LATIN CULTURAL PARADE & FESTIVAL

Town Manager Davis provided the analysis. Due to Hurricane Milton, the original date for the Hispanic and Latin Cultural Parade and Festival, which was October 12th, was canceled. The event applicant has asked to reschedule for November 30th and to change the time to 3:00 p.m.

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve the new date and time for the Hispanic and Latin Cultural Parade and Festival, and the associated road closure, was made by Commissioner Quarles, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

12. DISCUSSION & ACTION, NOVEMBER & DECEMBER 2024 MEETING DATES

Town Manager Davis provided the analysis. The proposed dates for November and December meetings are November 12, 2024 and December 10, 2024. The 4th Tuesday meetings would be canceled (November 26th and December 24th).

The Mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve the holiday meeting dates for the 2nd Tuesday in November and the 2nd Tuesday in December was made by Vice Mayor Goddard, seconded by Commissioner Richardson.

Voting in favor: Commissioner Quarles, Commissioner Richardson, Vice Mayor Goddard, Mayor Pennant

Motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff's Office None

Dundee Fire Department 93 calls including 69 rescues, 1 hazardous materials, 19 good intent, 4 fires. There were also 7 service calls. In the past 365 days, there have been 1,113 calls.

Town Attorney None

Department Updates

- Parks and Recreation – Director Matt Jones provided a post-storm summary of damages to parks and recreation facilities
- Public Works – Director John Vice provided an update on the Betty Avenue project. Mr. Vice noted that by the next meeting he will be able to provide a more descriptive report. He provided a post-storm summary of debris removal, invited the Commission to attend the Camp Endeavor Car Show this Saturday from 10am – 2pm, and reminded the Commission about the November 2nd Fall Festi-Fall Event.

Town Manager

Town Manager Davis noted that kindergarten from Dundee Elementary Academy will walk to Town Hall to talk to the Mayor and the Vice Mayor on November 8th from 8:30-10:20am.

Town Manager Davis thanked Merissa Green and Alethea Pugh for hosting a food giveaway from noon-4pm on Saturday at Town Hall this Saturday. This is a drive-thru event.

Town Manager Davis invited the Commission to a staff appreciation lunch sponsored by CCOD this Friday from noon – 2pm at the Main Street Center.

A Veterans Day Wreath Laying Ceremony will take place on at Centennial Park on November 9th.

Commissioners

Commissioner Richardson thanked everyone for coming out to the meeting. A free Thanksgiving Dinner organized by Commissioner Richardson is taking place on November 19th at the Dundee Community Center.

Commissioner Quarles thanked Utilities and Public Works for all the work that they did to keep the water and sewer running. Tracy Mercer provided information about some of the issues that Utilities is experiencing post-storm.

Mayor Pennant commented that the Town of Dundee, while out of power for two days, was able to ensure generators kept the lift stations going. The Mayor encouraged everyone to look for ways we can each make a difference as we move into the future. He thanked everyone for their support and help.

ADJOURNMENT at 8:29 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION MEETING MINUTES

October 25, 2024 at 1:00 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER at 1:12pm

WELCOMING REMARKS given by Lorraine Peterson, Assistant Town Manager

ROLL CALL taken by Town Clerk, Lita O'Neill

Committee Members Present: Clark Tallman, Jackie Nichols, Rhonda Sara, Jennifer Nguyen (online), Alethea Pugh (online), Commissioner Mary Richardson

Absent: Merissa Green

Staff Present: Lita O'Neill, Town Clerk, and Lorraine Peterson, Assistant Town Manager

APPROVAL OF MINUTES The Town Clerk noted that the minutes from the initial kickoff introduction meeting would be provided with the meeting minutes from today's meeting.

OLD BUSINESS None

NEW BUSINESS

Resolution 24-29, Visioning Committee Defined

Resolution 24-29 was approved by the Town Commission on October 22, 2024. Town Clerk O'Neill provided background information about why the resolution was necessary. Lorraine Peterson, Assistant Town Manager and Development Services Director, read the resolution by title while the Town Clerk provided copies of Resolution 24-29 for all members. Town Clerk O'Neill highlighted key portions of the resolution, which defines and guides how the Visioning Committee will conduct business.

Robert's Rules of Order

Each member of the Visioning Committee attending the meeting in person received a copy of Robert's Rules of Order: Newly Revised in Brief. The Town Clerk noted that copies would be provided to those who are not attending in person.

Electing Chair and Vice-Chair

Alethea Pugh asked if there were job descriptions available. The Town Clerk stated no and noted that the Chair would run the meetings and other duties. Ms. Nichols stated that she would be willing to serve as the Committee Chair. Ms. Nichols also asked what she would need to do. The Clerk will provide job descriptions for the Chair and Vice-Chair roles at the next meeting for consideration by the committee.

A motion to approve Jackie Nichols as Chair of the Visioning Committee effective immediately was made by Ms. Nichols, seconded by Commissioner Richardson.

All in favor. None opposed.

Motion passed unanimously.

Discussion ensued about who will serve as the Vice-Chair.

A motion to approve Rhonda Sara as Vice-Chair of the Visioning Committee effective immediately was made by Ms. Nichols, seconded by Commissioner Richardson.

All in favor. None opposed.

Motion passed unanimously.

Community Engagement Timeline, Ayres Associates

Ms. Peterson presented a visioning timeline chart, which was provided by Ayres Associates, which was broken down into three stages: 1) community engagement and visioning, 2) community engagement and ideation, and 3) feedback assessment, vision, and roadmap.

Staff will provide the committee members with a copy of the Ayres' timeline along with the meeting minutes.

Ms. Peterson noted the importance of the first phase of the visioning, which is community engagement.

Mission, Vision, and Goals for Town of Dundee

Chair Nichols asked the committee if there were any comments.

Ms. O'Neill stated she would share the "2016 Imagine Dundee: Downtown Vision and Action Plan."

Rhonda Sara shared mission, vision, and/or goals from other municipalities.

- 1) Lake Alfred: The mission is to provide, in a special manner, the citizens of the City of Lake Alfred with quality services that are both reasonable and efficient in cost, while promoting managed affordable growth.
- 2) Clermont: The mission is bringing Clermont together through active community engagement that revitalizes the historic downtown, celebrates its history, fosters innovation and creativity, and grows the local economy for the benefit and enjoyment of residents and visitors alike.
- 3) Lantana: To preserve Lantana’s small-town atmosphere through responsible government and quality service.

Lorraine Peterson shared the mission and vision for the City of Lakeland.

- 1) Mission: A community working together to achieve an exceptional quality of life.
- 2) Vision: Lakeland = a vibrant, innovative, culturally inclusive, world-class community.

After presenting these, discussion ensued about whether having these in front of the committee members at the next meeting. Additional discussion about identifying who we are (i.e. Dundee) may have to happen before the committee begins to develop a mission, vision, or goals statement.

Clark Tallman shared a T-shirt he had made. It included an acrostic for D.U.N.D.E.E., which represented the words Dedicated, Unified, Neighborly, Diverse, Empowered, Excited.

Commissioner Richardson commented that she liked that T-shirt and design. She asked if the design could be incorporated into other items like hats, bags, jackets, and other items.

Rhonda Sara stated that this goes along with a branding plan as discussed at the September 20th kickoff meeting.

Lorraine Peterson noted that the branding will likely develop as part of the work that Ayres Associates facilitates, but it is good to think about what makes Dundee unique and sets us apart from other municipalities.

Lita O’Neill stated that staff would like direction from the committee about the committee’s next steps. Clark Tallman stated that the committee needs to set some priorities. He noted that answering the question, “who are we?” would be valuable for the committee and help the visioning process.

Rhonda Sara stated that that exploration of who we are would best be done now before starting the community engagement with Ayres in December.

Lorraine Peterson made comments about another visioning report that she located in the Town files that pre-dates her time with Dundee. The Clerk will provide copies to all committee members.

Since the emphasis of the committee will be about identifying what makes and defines Dundee, Ms. Peterson asked the committee to state what they see for Dundee. She further noted that she has a sense in her limited time here in Dundee that it seems residents wish to retain the small town feel of Dundee. She noted that there are communities whose “heartbeat” is easily identified. She asked the committee to state what they want to see.

Alethea Pugh stated that she is extremely interested in the downtown area and redevelopment for Dundee. She also commented that she would like to get to know the business community. Ms. Pugh further noted that a Dundee community garden would be a possibility for the future. Ms. Peterson responded that this is not the first time that she has heard about the idea of a community garden in Dundee. There seems to be interest.

Jackie Nichols commented that fresh food from a community garden would require not only a garden space but would need a storefront or facility to sell the produce.

Commissioner Richardson commented that a few years ago the Town Commission discussed having a Community Redevelopment Agency, and while it did not move forward then, it may be the time now. She added that Nancy Ballfield would be a great site for a community garden. Commissioner Richardson noted the importance of improving the blighted areas of Dundee. Alethea Pugh commented that if the primary focus is on improving the quality of life across all of Dundee, then the blighted areas will also be improved.

Chair Nichols asked if there were any other comments. Discussion ensued about having the committee get to know the neighborhoods within Dundee. Clark Tallman noted that if Dundee grows at the rate that is predicted, then some neighborhoods may be left behind unless work is intentionally done to preserve the character of these neighborhoods.

Chair Nichols initiated discussion about the next meeting date. The committee decided to meet on Friday, November 22nd, 1-2pm.

ADJOURNMENT by Chair Nichols at 2:22 p.m.

Respectfully submitted,

Lita O’Neill

Lita O’Neill, Town Clerk

Date Approved: _____

PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk’s office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

**MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR
ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING
PROFESSIONAL SERVICES BETWEEN THE TOWN OF DUNDEE, FLORIDA AND
CONSULTANT**

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES (hereafter the “Agreement”) is made and entered into on this **12th day of November, 2024** (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and **Carter and Kaye Engineering, LLC**, an active Florida limited liability company authorized to transact business in the State of Florida (hereafter the “CONSULTANT”).

FACTUAL RECITALS

WHEREAS, the TOWN as required by Florida Law advertised a Request for Qualifications 23-01 (“RFQ 23-01”) for the provision of architectural, engineering, planning, and various professional consulting services; and

WHEREAS, the TOWN desires to retain the CONSULTANT to furnish certain architectural, engineering, planning and various professional consulting services presented herein in connection with the provision of municipal services by the TOWN to areas within the Corporate TOWN Limits and to unincorporated area(s) in Polk County; and

WHEREAS, the TOWN has recognized a need for architectural, engineering, planning and various professional consulting services on both a continuing and special project basis with regard to RFQ 23-01, sections:

2.2.1 Services Related to Utility Systems:

- Potable Water Treatment, Transmission and Distribution;
- Sanitary Sewer Treatment, Transmission and Collection;
- Geographic Mapping of Utilities and Infrastructure;
- Reclaimed Water Treatment, Transmission and Distribution;
- Route Surveys for Utility Projects;
- Surveying for Wastewater Treatment Plant (WWTP) Projects;
- Surveying for Water Treatment Plant (WTP) Projects;
- GeoDesign and Green Infrastructure Systems;

2.2.2 Services Related to Transportation System:

- Roads and Drainage;
- Bridges;
- Urban Transportation;
- Traffic Signage;
- Traffic Studies;
- Traffic Signals;
- Advanced Traffic Management System;
- Alternate Means of Transportation;
- Trails and Greenways;

2.2.3 Services Related to Solid Waste:

- Solid Waste Operation Planning;
- Route Studies;
- Waste Stream Studies;

2.2.4 Services Related to Parks and Recreation:

- Architecture Services Related to Parks and Facilities Design;
- Landscape Architecture;

2.2.5 Services Related to General Consulting Services:

- Architectural Services to a Project (including Landscaping);
- Geographic Information Systems (GIS);
- Boundary and Topographic Surveying;
- Legal Descriptions and As-built Surveys;
- Asset Management in Conjunction with Mapping and Inventory;
- Mapping of Municipal Boundaries;
- Geotechnical – Soils Analysis and Testing;
- Environmental – Wetland and Endangered Species;
- Floodplain Management;
- Hydrologic Investigations;
- Stormwater Planning and Modeling;
- Land Use Planning;
- Policy Analysis;
- Project Outreach and Communication;
- Development of Artistic Renderings and Conceptual Layouts.

Any other associated municipal functions within the TOWN's service area(s) as further described in the TOWN's Scope of Work set forth in RFQ 23-01 which Scope of Work is attached hereto as **Exhibit "A"**, and as may be specified in subsequent TASK ORDER Authorizations, hereinafter called the "TASK ORDER(s)"; and

WHEREAS, the TOWN selected the CONSULTANT in strict accordance with Chapter 287.055 Florida Statutes, also known as the *Consultant's Competitive Negotiations Act* (hereafter the "Act") and found the CONSULTANT to possess the qualifications necessary to satisfactorily perform the work herein contemplated; and

WHEREAS, the CONSULTANT, having examined the scope of the architectural, engineering, planning, and various professional consulting services required for the services to be performed under this Agreement and/or any proposed TASK ORDER(s) issued hereunder, and having expressed its desire and willingness to provide such services, and having presented its qualifications to the TOWN in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the TOWN desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional architectural, engineering, planning, and various professional consulting services to the TOWN upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds, if available, will be provided in the TOWN's budgets as needed to pay the costs of the architectural, engineering, planning, and various professional consulting services; and

WHEREAS, it is in the best interests and will promote the health, safety and welfare of all citizens and residents of the TOWN for the TOWN and CONSULTANT to enter into this Agreement for architectural, engineering, planning, and various professional consulting services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the TOWN’s annual appropriations process, the TOWN agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing nature and special project basis, as described in RFQ 23-01, and upon the following terms and conditions:

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the TOWN and CONSULTANT.

Term(s) used in this Agreement and/or any TASK ORDER(S) shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

“*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

“*Town*” means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

“*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

“*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

“*Town Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the TOWN in the administration of this Agreement. The Town Representative does not have the authority to waive or modify any condition or term of this Agreement.

“*Day(s)*” means calendar day unless specifically stated otherwise.

“*Calendar Day(s)*” means all days in a 365-day calendar year.

“*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

“*Contract Documents*” means the RFQ 23-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ 23-01; Change Orders issued after the Agreement is let; and any other document incorporated by reference and/or annexed hereto.

“Effective Date” means, for purposes of calculating time periods and the commencement of term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

“Indemnification” means, for purposes of this Agreement, CONSULTANT shall hold harmless, indemnify, and defend the TOWN, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the CONSULTANT performance of this Agreement. Other specific references to the CONSULTANT duty to indemnify the TOWN and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The TOWN shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this CONSULTANT indemnity is required.

“Term” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **ARTICLE II** of this Agreement.

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

It being the intent of this Agreement to provide a general basis for performing architectural, engineering, planning, and various professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to a specific service, project, job and/or task(s) (hereafter referred to as the “TASK ORDER”). This Agreement shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of this Agreement.

At the discretion of the Town Manager, this Agreement may be extended for an additional five (5), one (1) year term(s) for a total of ten (10) successive years without re-advertising under the Act. The above time periods may also be extended at the discretion of the Town Manager to complete any TASK ORDER(S) already in progress. For purposes of this Agreement, the phrase *in progress* shall be interpreted to mean that a TASK ORDER has been issued by the TOWN and accepted by the CONSULTANT.

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

This Agreement provides the general terms, obligations and conditions which shall control all work identified and/or described in this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT, when so authorized by the TOWN, agrees to provide and perform such professional architectural, engineering, planning, and various professional consulting services as the TOWN may require, from time to time, including but not limited to, providing professional architectural, engineering, planning, and various professional consulting consultation and advice as set forth in the Scope of Work for RFQ 23-01 which Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by reference.

The CONSULTANT shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of professional consultants. Unless modified in writing by both parties, the services to be performed by the CONSULTANT shall not be construed to exceed those services specifically described in each TASK ORDER.

The requested services may include, but shall not be limited to, the following:

Item 1. General Consulting Services

- 1.1** The TOWN shall, from time to time, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide services by means of a TASK ORDER under the terms of this Agreement. A TASK ORDER shall, by mutual agreement of the parties hereto, set forth (1) the scope of services, (2) the time period(s) for performance, (3) method and amount of compensation, (4) the provisions of Articles I and II of this Agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to the TOWN as a result of the services), and (6) the services, information, and data that can be provided by the TOWN to CONSULTANT.
- 1.2** The TOWN does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to the CONSULTANT under the terms of this Agreement and/or under any TASK ORDER(S) issued hereunder. Furthermore, the purpose of this Agreement is not to authorize a specific TASK ORDER, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any TASK ORDER(S) that may be mutually agreed to by the parties. The TOWN shall have the sole discretion to select the service(s), if any, which may be assigned to the CONSULTANT.
- 1.3** All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar, and computer file versions as appropriate.
- 1.4** When so authorized and instructed by the TOWN, a representative of the CONSULTANT shall attend meetings of the TOWN to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the TOWN's requirements for a particular project within the scope of this Agreement.
- 1.5** The CONSULTANT shall provide minor reports and opinions of probable cost which do not contemplate the full professional services required under **ARTICLE III**, items 2 through 6, and which do not occupy a substantial amount of time of the CONSULTANT's representative delegated to serve the TOWN.
- 1.6** The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with TOWN officials.
- 1.7** The CONSULTANT shall provide services as required by fiscal and legal advisors to bond financing, except when these services are provided under **ARTICLE IV**, Items 2 through 7.
- 1.8** The CONSULTANT shall provide services as CONSULTANT or engineer as may be required under bond indentures, except when services are provided under **ARTICLE IV**, Items 2 through 7.

Item 2. Studies and Reports

Upon written authorization to proceed from the TOWN with a preliminary study and report to determine the feasibility of a proposed TASK ORDER, the CONSULTANT shall:

- 2.1** Consult with the TOWN to clarify and define the TOWN's requirements under the TASK ORDER.
- 2.2** Obtain from the TOWN, or its designated representative, available reports, records, property maps, drawings, opinions of probable cost, financial data, field survey notes, and other data that may be reasonably available at the time of authorization to proceed.

- 2.3 Advise the TOWN as to the necessity of the TOWN's providing or its need for obtaining a Item C. services reasonably required in the CONSULTANT's judgment from others.
- 2.4 Provide special analysis of the TOWN's needs, preliminary studies, regional planning reports, feasibility investigations, evaluations, comparative studies, appraisals, rate studies, operational-management services, or any other program as authorized by the TOWN.
- 2.5 Provide a general economic analysis of the TOWN's requirements applicable to various alternatives, which includes a broad estimate of construction cost and method of financing.
- 2.6 Prepare a Preliminary Report with findings and recommendations.
- 2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

After written authorization to proceed with the Preliminary Design Phase, the CONSULTANT shall:

- 3.1 On the basis of the data and information obtained under **Item 2**, or for any defined TASK ORDER(S), prepare preliminary engineering data including basis of design, sketches, drawings, maps, opinions of probable cost, time of completion and outline specifications to develop and establish the scope of the proposed construction.
- 3.2 Make a personal examination of the proposed Project site, and as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the TOWN.
- 3.3 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 3.4 At a minimum, provide the TOWN with a 50% and 90% complete document(s) for preliminary review during the development and submission of the Preliminary Design Phase report. In addition, CONSULTANT will meet with the TOWN to discuss preliminary submittal reviews by the TOWN.
- 3.5 Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the TOWN or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- 3.6 Advise the TOWN if additional data or services are necessary for preliminary design and assist the TOWN in obtaining such data and services.
- 3.7 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the TOWN.
- 3.8 Make on-site field investigations as necessary to become familiar with the conditions affecting the TASK ORDER(S).

- 3.9 Furnish five (5) printed copies and one (1) electronic copy, if requested, of the Preliminary Design Documents.

Item C.

- 3.10 Assist the TOWN in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 4. Final Design Phase

After written authorization to proceed with the Final Design Phase, the CONSULTANT shall:

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).
- 4.3 Complete work on the TASK ORDER(S) within the time allowed by maintaining an adequate staff of engineers, draftsmen, and other employees on the work. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the TOWN to furnish timely information or approve or disapprove of the CONSULTANT's services of work product promptly, or delays caused by faulty performance by the TOWN or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the TOWN agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.
- 4.4 Comply with all Federal, State and Local laws or ordinances applicable to this work.
- 4.5 Prepare the necessary application forms and supporting documents for the approval of the TASK ORDER(S) and assist the TOWN in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the TOWN in obtaining such approvals by submitting, participating, and/or leading in negotiations with appropriate authorities, and the TASK ORDER(S) shall define the CONSULTANT's role in this regard.
- 4.6 Cooperate fully with the TOWN in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the TOWN a construction time schedule for the completion of the TASK ORDER(S).
- 4.7 Request information and verification of location of utility facilities in the vicinity of the proposed work. Upon approval of the final plans, send letter with applicable sheets of the plans to each utility company having installations in the area of the work, notifying them of any relocations required. Send copies of all such letters to utilities to the TOWN for reference and file.
- 4.8 Report the status of TASK ORDER(S) to the Town Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the Town Manager or her/his authorized agent or designee at any time.

4.9 Submit to the TOWN five (5) sets of check prints and the *Contract Documents* at 30%, 60% and 90% completion for each TASK ORDER for review and approval and advise the TOWN in writing with each submittal of the estimated project construction cost. Item C.

4.10 Submit to the TOWN a final draft of the *Contract Documents*, including all revisions and/or modifications. Upon approval, assemble and bind the *Contract Documents* and deliver five (5) sets to the TOWN. Additional copies required shall be furnished at actual cost of reproduction if requested by the TOWN. It is understood and agreed that the CONSULTANT assumes no responsibility for the legal review of such documents. **Consultant shall provide an electronic copy of all contract documents.**

4.11 Advise the TOWN of any adjustments in the cost of the PROJECT caused by changes in scope, design requirements or construction costs; and furnish final cost estimate for the subject project, based on the approved drawings and specifications.

Item 5. Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, the CONSULTANT shall:

- 5.1 Assist the TOWN in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable TASK ORDER(S), attend pre-bid conferences.
- 5.2 Prepare any addenda with accompanying drawings or other material as required by TOWN and furnish a copy for each set of *Contract Documents* at actual cost of reproduction. Distribution will be made by the TOWN.
- 5.3 Consult with and advise the TOWN as to the acceptability of the prime Contractor as well as Subcontractors, suppliers, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents. In addition, advise in the selection of a qualified list of general contractors for the subject project.
- 5.4 Assist the TOWN in obtaining, receiving, tabulating and evaluating bids or negotiating proposals and preparing construction contracts, materials, equipment and services.
- 5.5 Review bids received and submit to the Town Manager or her/his designee CONSULTANT's recommendation as to action to be taken upon the bids.

Item 6. Construction Phase

The Construction Phase for each PROJECT will commence on the date of execution of the first construction contract and will terminate upon written approval of final payment by the CONSULTANT to all the Contractor(s) for each PROJECT. The CONSULTANT agrees, upon written authorization, to furnish general services during the Construction Phase, including resident inspection of the work, as follows:

- 6.1 Consult with and advise the TOWN and act as its representative as provided in the TOWN's Standard Construction Contract Documents (Construction Contract Documents). The TOWN shall have sole discretion as to the form of these *Contract Documents*, or as to how they are to be amended pursuant to any Project, or as to how they may otherwise be amended from time to time.

- 6.2 Pre-Construction Meeting. Prepare for and attend a pre-construction meeting conducted by the TOWN with representatives of the Contractor(s), subcontractor(s), utility companies, etc., for each Project as determined necessary by the TOWN. Item C.
- 6.3 Consult with the TOWN concerning the acceptability of subcontractors and other persons and organizations proposed by the general contractor for portions of the work.
- 6.4 Furnish to contractors, at contractor's expense, as many copies as necessary of the completed construction drawings and specifications for construction purposes at cost of reproduction.
- 6.4.1 In addition, the CONSULTANT may provide, if requested by the TOWN in a TASK ORDER(S), the services of a Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist the CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, the CONSULTANT shall determine in general if such work is proceeding in accordance with the Construction Contract Documents, Drawings and Specifications, and the CONSULTANT shall inform the TOWN on the progress of the work.
- 6.4.2 If authorized in the TASK ORDER(S), the Construction Manager and/or Field Representative (and any assistants) will be the CONSULTANT's agent or employee and under the CONSULTANT's supervision. The duties and responsibilities of the Construction Manager and/or Field Representative (and assistants) are set forth in the Construction Contract Documents, or as may otherwise be agreed in a TASK ORDER. Daily Reports generated by the Construction Manager and/or Field Representative(s) shall be in a form acceptable to the TOWN, and shall be submitted to the TOWN on a weekly basis throughout the construction phase of the Project (from Notice to Proceed through Final Acceptance of the work).
- 6.4.3 The purpose of the CONSULTANT's visits to and representation by the Construction Manager and/or Field Representative (and assistants, if any) at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by the CONSULTANT during the Construction Phase and, in addition, by exercise of the CONSULTANT's efforts as an experienced and qualified design professional, to provide confidence for the TOWN that the completed work of the Contractor(s) will conform to the Construction Contract Documents, Drawings, and Specifications and that the integrity of the design concept as reflected in the aforesaid documents has been implemented and preserved by the Contractor(s). The CONSULTANT shall not, however, during such visits or as a result of such observations of the Contractor(s) work in progress, supervise, direct, or have control over the Contractor(s) work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s), or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor(s) furnishing and performing their work. Accordingly, the CONSULTANT can neither guarantee the performance of the construction contract by the Contractor(s), nor assume responsibility for the Contractor(s) failure to furnish and perform their work in accordance with the Construction Contract Documents, Drawings and Specifications.

- 6.4.4 Defective Work.** During such visits and on the basis of such observations, CONSULTANT shall keep the TOWN informed of the progress of the work, shall endeavor to guard the TOWN against defects and deficiencies in such work, and may disapprove of or reject the Contractor(s) work while it is in progress if the CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Construction Contract Documents, Drawings, and Specifications or that it will prejudice the integrity of the design concept of the Project as reflected in the Construction Contract Documents, Drawings, and Specifications. The CONSULTANT shall advise the TOWN in a timely manner of defect(s) in the Contractors or Subcontractors work and of the action taken to have the defect(s) corrected.
- 6.5** Advise and consult with the TOWN and act as the CONSULTANT as provided in the *Contract Documents* covering the construction of the subject project and work described in the TASK ORDER.
- 6.6** Make weekly visits **and as needed** to the site by a qualified representative of the CONSULTANT to observe the work. The CONSULTANT shall have authority, as the TOWN's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the Drawings and Specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Drawings and Specifications) and, in addition, the CONSULTANT shall have authority, as the TOWN's representative, to act as initial interpreter of the requirements of the Drawings and Specifications.
- 6.7** Review and approve shop and equipment drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections, and other data which any Contractor is required to submit, and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the *Contract Documents*. The CONSULTANT may be allowed to use its shop drawing stamp during review provided the format and language of the shop drawing stamp is approved by the TOWN prior to use. Furthermore, the CONSULTANT agrees that it shall devise a separate tracking system for Shop Drawings previously disapproved or for which corrections, modifications, or changes are necessary. The tracking system shall be both timely and efficient, and shall account for the status and party responsible to correct all previously submitted Shop Drawings until their complete approval and acceptance. The tracking system shall include, but not be limited to, the following CONSULTANT activities: subsequent to any Contractors being ordered to start construction work, the CONSULTANT shall transmit to the TOWN, if required by TASK ORDER at such frequency as defined therein, a list of Shop Drawings anticipated for such construction contract, the names of the Shop Drawings, their due dates (in accordance with Shop Drawing schedules submitted by the Contractor(s)) required from the Contractor(s); their dates of issue, receipt, checking, return for correction, resubmission, and approval; and any information that will clearly provide the TOWN with the progress of project shop drawings; provided, however, that in any event all Shop Drawings that have been submitted to the CONSULTANT (whether for approval or re-approval) shall be reviewed and returned by the CONSULTANT within twenty-eight (28) Days of submission.
- 6.8** Prepare routine change orders as required. The CONSULTANT shall evaluate and

determine the acceptability of substitute materials and equipment proposed by the Contractor^(c)

Item C.

- 6.9 Review, verify, approve, and certify Contractor's monthly estimates and final estimates and payments. The CONSULTANT shall also periodically review the Record Drawings as prepared by the Contractor(s) and verify the accuracy and completeness thereof, prior to recommendation to the TOWN of the release of progress payments for the work in question.
- 6.10 Conduct a site visit, in company with the TOWN to determine if a TASK ORDER is substantially complete and a final site visit to determine if a TASK ORDER has been completed in accordance with the *Contract Documents* and the Contractor(s) has fulfilled all of his obligations there-under so that the CONSULTANT may approve, in writing, final payment to the Contractor(s). The CONSULTANT shall certify a completed TASK ORDER to all regulatory agencies upon completion. Advise and consult with the TOWN as to interpretations of the Contract Documents in any disputes between the TOWN and the prime Contractor and any other entity involved on working on the project at the direction of the prime Contractor.
- 6.11 Furnish the TOWN five (5) sets of reproducible revised Contract Drawings showing the work as constructed. Record Drawings shall be based on the marked-up prints, drawings, and other data furnished by the Contractor(s)' field engineering and inspection personnel and which the CONSULTANT considers significant.
- 6.12 **Track Progress of Contractor.** If providing Construction Manager and/or Field Representative Services, the CONSULTANT shall track the progress of the Contractor(s) and submit a written report to the TOWN, at the 30%, 60% and 90% stages of the construction (as identified by the Contractor(s) original approved schedule) or as defined in the TASK ORDER, documenting the progress of the Contractor relative to the original approved schedule.
- 6.13 **Minimize Claims.** The CONSULTANT shall endeavor to minimize the potential areas for Contractor claims by initiating timely, thorough, and complete communication among the TOWN and the design and construction contract principals; other local, state, or federal parties (when directed by the TOWN); or private entities that may also be involved. Upon identification of a potential Contractor claim, the CONSULTANT shall immediately notify the TOWN of all data relevant to the potential Contractor claims, and of which the CONSULTANT is aware.
- 6.14 **Resolve Construction-Related Difficulties.** The CONSULTANT shall report to the TOWN the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the CONSULTANT to encourage effective communication and timely resolution thereof. Once a problem area is identified, the CONSULTANT shall keep a detailed log on the item in question and pursue the timely resolution of that item.
- 6.15 **Contractor(s) Completion Documents.** The CONSULTANT shall receive and review maintenance operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests and approvals which are to be assembled by the Contractor(s) in accordance with the Construction Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Construction Contract Documents, Drawings, and Specifications); and shall transmit them to the TOWN with written comments.

6.16 Time of Essence. CONSULTANT shall achieve Final Completion within an agreed time period determined and agreed upon by both parties from the date appearing in the Notice To Proceed form for the specified project. CONSULTANT agrees to begin each project in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire Work and Project by the time limits set forth in the agreed project schedule for the specified project. As to such assignments that have deadlines, time will be of the essence unless stated otherwise in the assignment and a liquidated damages clause may be included in the assignment.

ARTICLE IV. RESPONSIBILITIES OF TOWN

In addition to payment for the Services performed under this Agreement, TOWN shall:

Item 1. Assist and cooperate with CONSULTANT to a reasonable extent and provide readily available information as identified by CONSULTANT to facilitate CONSULTANT’s performance under this Agreement.

Item 2. Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this Agreement (hereafter the “TOWN Representative”). The CONSULTANT may rely upon the fact that the TOWN’s Representative has complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The TOWN Representative shall also (1) communicate the TOWN’s policies and decisions to the CONSULTANT regarding the Services; (2) determine whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder, and (3) determine the merits of any allegation by the CONSULTANT respecting the TOWN’s nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the TOWN Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT or TOWN in regard to appeals to a court of competent jurisdiction.

Item 3. Furnish CONSULTANT with reasonably available technical and other data in TOWN’s possession including, but not limited to, data, maps, surveys, drawings, soils or geotechnical and other types of reports, and any other information required by, or useful to, CONSULTANT as may be identified by CONSULTANT to TOWN in performance of its Services under this Agreement. CONSULTANT shall take care to review information supplied for accuracy, but be reasonably entitled to rely upon the information supplied by TOWN.

Item 4. Notify CONSULTANT of any known or potential health or safety hazards existing at or near project or work sites.

Item 5. Provide access to and/or obtain permission for CONSULTANT to enter upon all TOWN properties, and provide assistance with access to properties not owned by the TOWN as required to perform and complete the Services.

Item 6. If CONSULTANT’s scope of work includes services during construction, TOWN will require the construction contractor to indemnify and hold harmless CONSULTANT, its officers, employees, agents, and CONSULTANTs against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the

contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Item C.

TOWN will require the contractor to name CONSULTANT, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by TOWN or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

TOWN will furnish contractor's certificates of insurance evidencing that CONSULTANT, its officers, employees, agents, and CONSULTANTs are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the CONSULTANT shall be excess and noncontributory.

The certificates shall provide that CONSULTANT be given 30 Days' written notice prior to any cancellation thereof.

Item 7. Provide all legal services, including review of *Contract Documents*, accounting, and insurance consulting services as may be required for each TASK ORDER, and such auditing services as the TOWN may require to ascertain how or for what purpose the Contractor has used the money paid to him under the construction agreement.

ARTICLE V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in this Agreement and/or any TASK ORDER(S) issued hereunder, the TOWN shall have sole responsibility as between TOWN and CONSULTANT for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq. and any state and/or federal regulations as related thereto.

ARTICLE VI. COMPENSATION

For the Services described in each TASK ORDER, TOWN agrees to pay, and CONSULTANT agrees to accept the total compensation in accordance with compensation terms included in the TASK ORDER. CONSULTANT may re-allocate compensation between tasks, provided total compensation is not exceeded without written approval (e- mail is sufficient) of TOWN Representative. For each defined service, or separately authorized TASK ORDER, a mutually acceptable fee shall be negotiated when the scope of such proposed authorization has been defined. In the event that a specific fee is not established, the hourly rate schedule contained in Exhibit "B" attached hereto shall control. The rate schedule shall be revised annually and furnished to the TOWN prior to its effective date. The revised hourly rate schedule shall take effect unless written notice is received from the TOWN Representative that the revised rates are not accepted. Provided further that CONSULTANT agrees that the rates on its hourly rate schedule shall not be increased above three percent (3%) of existing accepted rates per calendar year during the term of this Agreement. Compensation shall be billed monthly in summary form. For other than lump-sum contracts, the TOWN shall only be obligated to pay for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any TASK ORDER(S).

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

The TOWN shall reimburse the CONSULTANT for certain direct out-of-pocket expenses (see itemized list below). Such direct charges shall be submitted to the TOWN on a timely basis at actual cost, verified by appropriate written bills, invoices, statements, etc. Reimbursable expenses shall not exceed \$3,000.00

except when authorized in advance in writing by TOWN or included in the TASK ORDER.

Item C.

Item 1. Travel and Subsistence

The actual cost of travel and subsistence expense(s) incurred while performing authorized TOWN business. Travel performed in the CONSULTANT's vehicle shall be at the calculation rate authorized by the TOWN for its employees from time to time pursuant to TOWN ordinance(s) and/or Florida Law. Air travel, if required, shall be reimbursed at the economy class fare.

Item 2. Printing and Reproduction

The reasonable costs of reproduction of reports, plans, and specifications except as otherwise provided in this Agreement and/or any TASK ORDER(s) issued hereunder, plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 3. Services of Others

For services of others when included in the TASK ORDER, the actual cost of such services plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 4. Miscellaneous

Such other miscellaneous direct charges as may be approved by the TOWN Manager or TOWN's Representative, plus the hourly cost of the CONSULTANT's staff incurred for administration.

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

Payment for authorized Services rendered, including direct and reimbursable costs, shall be payable in approximate proportion to the degree and/or percentage of completion of the work as estimated by the CONSULTANT, subject to approval of the Town's Representative. Payment shall be made within forty-five (45) Calendar Days of receipt of invoice as provided by Section 218.74, Florida Statutes.

Item 2. Payment Withheld

When the TOWN has reasonable ground for belief, or information to believe that: (1) the CONSULTANT will be unable to perform the Services set forth under this Agreement and/or any TASK ORDER(S) issued hereunder; or (2) a meritorious claim exists against the CONSULTANT or the TOWN arising out of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Agreement or any TASK ORDER(S) issued hereunder; then the TOWN may withhold payment otherwise due and payable to the CONSULTANT; provided, however, that the TOWN shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the TOWN for such period as it deems advisable, in its sole and absolute discretion, to protect the TOWN against any loss or deprivation that the TOWN may incur pursuant to this Subsection or as may be determined by a court of competent jurisdiction.

This provision is intended solely for the benefit of the TOWN and no person shall have any right against the TOWN and/or its employees and officials by reason of the TOWN's withholding of payment(s). Interest [one percent (1%) simple interest, per month] shall only be payable by the TOWN on any amounts withheld under this provision if the TOWN has acted without justification. This provision is not intended to limit or in any way prejudice any other right the TOWN may have in this regard or

Item 3. Termination

Upon the termination of this Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall prepare a final and complete payment statement for all Services and reimbursable expenses incurred since the posting of the last payment statement and through the date of termination. The final payment statement shall be subject to all of the provisions described in **Article XXVII** of this Agreement.

Item 4. Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this Agreement or any TASK ORDER(S) issued hereunder, shall constitute a full and complete release of the TOWN from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the CONSULTANT, its successors, or assigns have or may have against the TOWN under the provisions of this Agreement and/or any TASK ORDER(S) issued hereunder, unless otherwise previously and properly filed pursuant to the provisions of this Agreement in a court of competent jurisdiction and/or as may be determined by the TOWN. This Subsection does not affect any other portion of this Agreement and/or any TASK ORDER(S) issued hereunder, that extends obligations of the parties beyond final payment.

Under present Florida Law, the TOWN is exempt from sales taxes imposed upon professional services when the TOWN purchases such services directly. The CONSULTANT agrees to pay actual taxes (exclusive of multiplier) imposed and/or assessed as a result of the provision of any Services provided under this Agreement and/or TASK ORDER(S) issued hereunder. The TOWN and the CONSULTANT agree that this Subsection may be modified by a duly executed amendment in the event of future changes to Florida Law that affect the parties, terms, or conditions of this Agreement.

ARTICLE IX. SCHEDULE OF WORK

The TOWN shall have the sole rights to determine on which unit(s) or section(s) of the services to be performed under this Agreement and/or any TASK ORDER(S) issued hereunder that the CONSULTANT shall proceed and in what order. Authorization by the TOWN, through the TOWN Manager, his designee or Town Representative, in writing through the issuance of a TASK ORDER, shall cover in detail the scope, timing and intent of the proposed professional consulting services. The TASK ORDER shall specify the timing of the Services to be performed and provide additional direction on when written approval is necessary to continue with additional tasks.

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

Subject to the limitations prescribed and/or identified in the agreed scope of work as related to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement and/or any TASK ORDER(S) issued hereunder, CONSULTANT shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent professional consulting firms in effect at the time CONSULTANT'S Services are rendered.

Item 2. Reliance upon Information Provided by Others

Item C.

If CONSULTANT's performance of any TASK ORDER(S) and/or Services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors), CONSULTANT shall not be required to independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by TOWN. The CONSULTANT shall be responsible for advising the TOWN when the validity, completeness or accuracy of information is of concern.

Item 3. CONSULTANT's Opinion of Costs

TOWN acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. TOWN acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

Item 4. Construction Phase Services

- 4.1 CONSULTANT's Activities at Construction Site.** The presence of CONSULTANT's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make CONSULTANT responsible for those duties that belong to TOWN and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a contractor. CONSULTANT has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect CONSULTANT's own personnel and except as may be expressly required elsewhere in the scope of services, CONSULTANT has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
- 4.2 Shop Drawing and Submittal Review.** If required by TASK ORDER(S) issued hereunder, CONSULTANT shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. CONSULTANT shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
- 4.3 Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

ARTICLE XI. AUDIT RIGHTS

Item C.

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any time during the execution of the TASK ORDER and for a period of one (1) year after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records shall authorize the TOWN to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the services performed under this Agreement and any TASK ORDER(S) issued hereunder. The CONSULTANT's staff will be compensated on an hourly rate basis for assisting the TOWN in its audit process and the TOWN shall pay for the reasonable cost of reproducing such records in accordance with the provisions of **Article VII**, Item 2 of this Agreement.

ARTICLE XII. ASSIGNMENT

The CONSULTANT shall not sublet, assign, or transfer this Agreement and/or any TASK ORDER(S) issued hereunder and/or any interest and/or work under this Agreement and/or any TASK ORDER(S) issued hereunder without the written consent of the TOWN.

ARTICLE XIII. SPECIAL PROJECTS

Periodically, the TOWN may require professional consulting services on special projects which are funded, in whole or in part, by various State or Federal agencies as well as TOWN bond issues. The TOWN, by virtue of its strict compliance with the Act, reserves the right to either authorize the CONSULTANT to proceed, by the issuance of a TASK ORDER, with such a special project without further competitive negotiations, or the TOWN may, at its discretion, reinstate competitive negotiations under the Act to select a consultant for that individual special project. Any additional requirements imposed and/or prescribed by such State or Federal agencies, when performing professional consulting services on and/or for special projects, shall also be acknowledged and satisfied.

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

CONSULTANT's work product, which is prepared solely for the purposes of this Agreement and/or any TASK ORDER(S) issued hereunder, including, but not limited to, drawings, test results, recommendations and technical reports, whether in hard copy or electronic form, shall become the property of TOWN when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. Pursuant to Florida Law, all correspondence(s) between the TOWN and CONSULTANT are public records and subject to public records requests.

CONSULTANT and TOWN recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. TOWN's alteration of CONSULTANT's work product or its use by TOWN for any other purpose shall be at TOWN's sole risk, and TOWN shall hold harmless and indemnify CONSULTANT against all losses, damages, costs and expense, including reasonable attorneys' fees, arising out of or related to any such alteration or unauthorized use.

Item 2. Electronic Copies

If requested, solely as an aid and accommodation to TOWN, CONSULTANT may provide copies of its work product documents in computer-readable media ("electronic copies" more specifically "CADD Files").

CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from claims arising out of or relating to any unauthorized change or alteration by the TOWN of electronic copies.

Item C.

If requested, solely as an aid and accommodation to TOWN, CONSULTANT shall provide copies of its work product documents in computer-readable media ("electronic copies," more specifically "CADD Files"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. TOWN is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

Item 3. Limitation on Indemnity

To the extent this Agreement calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT.

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

1.1 CONSULTANT'S INDEMNIFICATION OF TOWN. The CONSULTANT shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including, but not limited to, negligent, reckless, or intentionally wrongful acts or omissions of the CONSULTANT and any person or organization directly or indirectly employed and/or utilized by the CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and/or pursuant to any TASK ORDER(S) issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses to the extent caused by:

- (a) Any negligent, reckless, or intentionally wrongful act, omission or default of the CONSULTANT and/or persons it employees and/or utilizes and/or any combination thereof in the performance of this Agreement and/or any Task Orders issued hereunder;
- (b) Any and all bodily injuries, sickness, disease or death;
- (c) Injury to or destruction of tangible property, including, but not limited to, the loss of use resulting therefrom;

(d) Other such damages, liabilities, or losses received or sustained by any person or person Item C. or on account of any operations connected with this Agreement and/or any TASK ORDER(S) and/or special project(s) performed thereunder; and/or

(e) The violation of any federal, state, county or Town laws, by-laws, ordinances or regulations by the CONSULTANT or persons employed and/or utilized by CONSULTANT.

CONSULTANT deems and acknowledges that \$500.00 of the amount paid to CONSULTANT under this Agreement is in consideration, for this and all other indemnifications given by CONSULTANT. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents and is given subject to the provisions of Section 725.08 of the Florida Statutes.

1.1.1 CONSULTANT also agrees to indemnify, and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description (including reasonable attorney's fees and charges incurred in any court and/or dispute resolution process) that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation to the extent same is caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and/or any TASK ORDER(S) issued hereunder.

1.1.2 In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN's option, may make payment of an amount so due and the CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of 12% per annum simple interest from the day of the TOWN's payment.

1.1.3 If CONSULTANT, after receipt of written notice from the TOWN fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the TOWN in securing any such payment from CONSULTANT.

1.1.4 Nothing contained herein is intended nor shall it be construed to waive the TOWN's Sovereign immunity and/or its limits of liability set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN's favor.

1.1.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

1.2 NO DAMAGES FOR DELAY BY TOWN

Item C.

CONSULTANT shall not be entitled to an increase in the contract price or payment or compensation of any kind from TOWN for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of TOWN. Otherwise, CONSULTANT shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

1.2.1 If the CONSULTANT submits a schedule or expresses an intention to complete the Services to be provided under this Agreement TASK ORDER(S) issued hereunder required by any required milestone or completion date, the TOWN shall not be liable to the CONSULTANT for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the TOWN or its agents, should CONSULTANT be unable to complete the work before such milestone or completion date as is described within the schedule.

1.2.2 On any particular TASK ORDER the TOWN shall have the right to include a provision for liquidated damages as a result of any delay.

Item 2. INSURANCE

2.1 Insurance in General

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement and/or any TASK ORDERS issued hereunder, with an insurer or insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the TOWN with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the TOWN and the TOWN's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); and/or

(c) other evidence satisfactory to the TOWN.

Until such coverage is no longer required by this Agreement, CONSULTANT shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers' Compensation/Employers' Liability

Item C.

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$500,000 Disease – Each Employee

2.2.2 Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the TOWN with thirty (30) Days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The TOWN and the TOWN's members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

2.2.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

2.2.4 Professional Liability

Such insurance shall be on a form acceptable to the TOWN and shall cover CONSULTANT for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim
\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the “Insurance Certificates”), shall be filed (or be on file) with the TOWN at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled (hereafter the “Coverage Change”) without at least thirty (30) Calendar Days prior written notice having been given to the TOWN. The CONSULTANT further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this Agreement, unless the CONSULTANT gives written notice to the TOWN [within seven (7) Calendar Days of the CONSULTANT's having been given notice by the insurer] of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The CONSULTANT shall have thirty (30) Calendar Days following such Coverage Change to file an Insurance Certificate with the TOWN, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the TOWN. Failure of the CONSULTANT to obtain the TOWN's approval, or to satisfy the TOWN in this matter of Insurance Certificates, shall be grounds for termination of the Agreement as specified in **Article XVII**. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the TOWN, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the TOWN within the time limits described in this Subsection.

2.4 TOWN's Right to Inspect Policies

The CONSULTANT shall, upon thirty (30) Business Days’ written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement. Provided that CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall have copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

2.5 Miscellaneous

Item C.

- (a) The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the TOWN or the TOWN's members, officials, officers or employees.
- (b) Except where prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. CONSULTANT shall pay on behalf of the TOWN or the TOWN's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the TOWN or the TOWN's members, officials, officers, agents and employees.
- (c) The insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the TOWN and the Town's members, officials, officers and employees.
- (d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the TOWN by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of CONSULTANT) available to the TOWN under this Agreement or otherwise.
- (e) Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

2.5.1 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement and/or any TASK ORDER(S) issued hereunder agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate. The TOWN reserves the right to require or adjust any of the insurance coverage it deems necessary depending upon the company, the Services to be provided under this Agreement and/or any TASK ORDER(S) issued hereunder, or the potential exposures. The CONSULTANT shall not commence performance of duties under this Agreement and/or any TASK ORDER(S) issued hereunder until the CONSULTANT has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by the TOWN, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the TOWN until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the TOWN or the TOWN Representative.

Item 3. No Waiver of Sovereign Immunity/Limits of Liability

Nothing herein is intended to act as a waiver of the TOWN's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

ARTICLE XVI. CONFIDENTIALITY

Subject to Florida Law, CONSULTANT agrees it will maintain the confidentiality of material it receives from TOWN, which TOWN has clearly identified as "confidential", and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of TOWN. Notwithstanding the foregoing, CONSULTANT shall have no confidentiality obligation with respect to information that:

(a) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;

(b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by TOWN; or

(c) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify TOWN and shall cooperate with TOWN prior to disclosure so that TOWN may take necessary actions to protect such confidential information from disclosure.

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

Any Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder may be suspended as follows:

Item 1. By Town

By written notice to CONSULTANT, TOWN may suspend all or a portion of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder if unforeseen circumstances beyond TOWN's control make normal progress of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder impracticable. If suspension is greater than sixty (60) business days, then CONSULTANT shall have the right to terminate this Agreement in accordance with Article XVIII of this Agreement. TOWN's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of TOWN at law or equity.

Item 2. By CONSULTANT

By written notice to TOWN, CONSULTANT may suspend the Services provided under this Agreement and/or TASK ORDER(S) issued hereunder if CONSULTANT reasonably determines that working conditions at the site and/or location (outside CONSULTANT's control) are unsafe, or in violation of applicable laws. CONSULTANT's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of CONSULTANT at law or equity.

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item C.

Item 1. This Agreement may be terminated by TOWN as follows: (1) for its convenience on 30 Calendar Days' written notice to CONSULTANT, or (2) for cause, if CONSULTANT or any entity utilized by CONSULTANT to provide services under this Agreement and/or any TASK ORDER(s) issued hereunder materially breaches this Agreement and/or any TASK ORDER(s) issued hereunder through no fault of TOWN and CONSULTANT neither cures such material breach nor makes reasonable progress toward cure within 15 Business Days after TOWN has given written notice of the alleged breach to CONSULTANT.

Item 2. This Agreement and/or any TASK ORDER(s) issued hereunder may be terminated by CONSULTANT as follows: (1) for cause, if TOWN materially breaches this Agreement through no fault of CONSULTANT and TOWN neither cures such material breach nor makes reasonable progress toward cure within 15 business days after CONSULTANT has given written notice of the alleged breach to TOWN, or (2) upon five (5) Business Days' notice if Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder have been suspended by either TOWN or CONSULTANT for more than 60 calendar days in the aggregate.

Item 3. Payment upon Termination

In the event of termination, CONSULTANT shall perform such additional Services as is reasonably necessary for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder. CONSULTANT shall be compensated for all Services performed prior to the effective date of termination, plus Services required (as were authorized under this Agreement and/or any TASK ORDER(S) issued hereunder for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder, including: (1) authorized Services performed up to the termination date; (2) all efforts necessary to document the Services completed or in progress; and (3) any termination reports requested by TOWN in writing.

ARTICLE XIX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by TOWN or CONSULTANT without prior, written consent of the other.

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CONSULTANT's services, opinions, recommendations, plans, or reports without the express written consent of CONSULTANT. No right to assert a claim against the CONSULTANT, its officers, employees, agents, or CONSULTANTs shall accrue to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the CONSULTANT's Services under this Agreement and/or any Task Order issued hereunder.

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

The CONSULTANT shall comply with any and all applicable federal, state, and local rules,

regulations, resolutions, ordinances and/or laws as they relate to the provisions of this Agreement and/or any TASK ORDER(s) issued hereunder; and CONSULTANT specifically acknowledges applicability of the public record provisions of Florida Law. The CONSULTANT represents and warrants unto the TOWN that no elected official, officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, the CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the CONSULTANT that, for the breach or violation of this Subsection, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the CONSULTANT. The CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this Subsection.

Item C.

Item 2. State Law Compliance.

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, CONSULTANT certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONSULTANT understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the CONSULTANT is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, CONSULTANT certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing this Agreement, CONSULTANT certifies that it has a

(d) ***E-Verify***. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT and any subcontractor hired by the CONSULTANT. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) ***No Consideration of Social, Political, and Ideological Interests***. CONSULTANT acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONSULTANT affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONSULTANT's social, political, or ideological interests in the award of this Agreement.

(f) ***Contracting with Foreign Entities***. By executing this Agreement, CONSULTANT certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONSULTANT certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONSULTANT as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONSULTANT organized under the laws of a Foreign Country of Concern, nor does the CONSULTANT have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONSULTANT to access the personal identifying information of any individual, CONSULTANT agrees to notify the TOWN in advance of any contemplated transaction that would cause CONSULTANT to be disqualified from such access under Section 287.138 of the Florida Statutes. CONSULTANT agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

ARTICLE XXII. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of TOWN to furnish timely information or to approve or disapprove CONSULTANT's instruments of service promptly, and (4) faulty performance or nonperformance by TOWN, TOWN's independent CONSULTANTs or contractors, or governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall the CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

ARTICLE XXIII. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The TOWN and CONSULTANT further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE XXIV. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement and/or any TASK ORDER(S) issued hereunder shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

ARTICLE XXV. ATTORNEYS' FEES

In the event either the TOWN or the CONSULTANT brings an action against the other to interpret and/or enforce this Agreement and/or any TASK ORDER(S) issued hereunder and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney’s fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

ARTICLE XXVI. NOTICES

All notices, demands, requests, consents, approvals, and other communications (collectively, “Notices”), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

CONSULTANT: Kriss Kaye, Member Manager
Carter and Kaye Engineering, LLC
137 5th Street NW
Winter Haven, FL 33881

Kriss Kaye, Registered Agent
Carter and Kaye Engineering, LLC
215 Morningside Drive
Lakeland, FL 33803

TOWN: Lita O’Neill, Town Clerk
Town of Dundee
Attn: RFP 23-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

With a copy to: *(which shall not constitute notice)*

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

Item 1. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design (“CADD”), prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at TOWN’s sole risk and without liability to CONSULTANT. Electronic data delivered to TOWN shall be for TOWN’s convenience only and shall not include the professional stamp or signature of an engineer or architect.

Item 2. TOWN agrees that in accordance with generally accepted construction practices, unless otherwise set forth in a specific TASK ORDER, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

Item 3. Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of TOWN. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TOWN.

Item 4. Waiver of Claim

The CONSULTANT and the TOWN hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

Item 5. TOWN’s Agent

The TOWN will assign an agent based upon the Department/Division requesting the work. The assigned agent shall act as the TOWN’s agent with respect to the Services to be rendered by the CONSULTANT hereunder, and shall transmit instructions, receive information, and communicate the TOWN’s policies

and decisions to the CONSULTANT.

Item C.

Item 6. CONSULTANT's Project Team

Subject to the approval of the TOWN or TOWN Representative, the CONSULTANT shall assign

members of its staff as the CONSULTANT'S principal-in-charge, project manager and key personnel (hereafter the "Project Team"), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the TOWN and the TOWN or TOWN Representative shall approve in writing, as a part of each TASK ORDER, the authority and powers that the CONSULTANT'S Project Team shall possess during the life of that TASK ORDER. The CONSULTANT acknowledges that the TOWN shall have the right to approve the CONSULTANT'S Project Team, and that the CONSULTANT shall not change any member of its Project Team without the written approval of the TOWN or the TOWN Representative. Furthermore, if any member of the CONSULTANT's Project Team is removed from his TASK ORDER duties, or his employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminated his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the TOWN or the TOWN Representative's written approval. The TOWN agrees that its approval shall not be unreasonably withheld.

Item 7. Non-Exclusive Agreement

This Agreement is non-exclusive, and may be terminated at the TOWN's convenience with the proper notice having been given to the CONSULTANT pursuant to **Article XVIII**. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the TOWN shall have the right, at any time, to enter into similar agreements with other environmental consultants, subconsultants, and so forth, to have them perform such professional services as the TOWN may desire.

Item 8. Licenses

The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this Subsection.

Item 9. Compliance With New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or the CONSULTANT to qualify for local, state or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the TOWN shall have the right, by written notice to the CONSULTANT, to terminate this Agreement for convenience. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, and/or to any TASK ORDER(S) issued hereunder, then the TOWN agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related TOWN/CONSULTANT contractual obligations, and to revise such TASK ORDER budgets accordingly.

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, device, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the TOWN but shall be secured by the CONSULTANT (or, at the CONSULTANT's direction, by the Contractor) during the CONSULTANT's construction phase services as may be memorialized in a TASK ORDER before the completion of any TASK ORDER.

Item C.

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

The provisions of this Agreement are superior to any provision(s) set forth in a subsequent TASK ORDER entered into pursuant to the terms of this Agreement. In the event of any discrepancy between the language of this Agreement and any subsequent TASK ORDER, the provisions of any such TASK ORDER are subject and subordinate to the provisions of this Agreement and the language of this Agreement shall prevail.

ARTICLE XXIX. HEADINGS

Any section or paragraph headings appearing in this Agreement have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

ARTICLE XXX. GOVERNING LAW

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and governed by the laws of the State of Florida, only.

ARTICLE XXXI. REMEDIES AND COSTS

Subject to the provisions in **Article XV** of this Agreement, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of, exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any TOWN right or TOWN power accruing upon any event of default shall impair any TOWN right or TOWN power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every TOWN right and TOWN power may be exercised from time to time as often as may be deemed expedient.

ARTICLE XXXII. TIMELINESS

The TOWN and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

ARTICLE XXXIII. PUBLIC ENTITY CRIME

Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the TOWN, nor be allowed to enter into a subcontract for work on this Agreement, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material representation. Any Agreement with the TOWN obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in

violation of this Section shall be removed from the TASK ORDER and/or Services provided thereunder and promptly replaced by a sub-consultant acceptable to the TOWN.

Item C.

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE XXXV. AUTHORIZATION

Both the TOWN and CONSULTANT represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONSULTANT represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

ARTICLE XXXVII. GENDER NEUTRAL

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

ARTICLE XXXVIII. CONSTRUCTION

The TOWN and CONSULTANT acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

ARTICLE XXXIV. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365 Day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

Item C.

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any subcontractor.

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Notwithstanding any provision of this Agreement and/or any TASK ORDER issued hereunder the CONSULTANT and TOWN agree that the CONSULTANT is an independent contractor for all purposes and when performing any Services under this Agreement and/or any TASK ORDER(S) issued hereunder.

ARTICLE XXXXII. EXHIBITS

All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

The TOWN and CONSULTANT acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement and any and all TASK ORDER(S) issued hereunder be performed in accordance with the terms, covenants and conditions contained herein; and both the TOWN and CONSULTANT shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any TASK ORDER(S) issued hereunder if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, TOWN CLERK, (863) 438-8330, EXT. 258, loneill@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the CONSULTANT does not comply with a public records request, TOWN shall enforce the Agreement and/or any TASK ORDER(S) provisions which may include immediate termination of Agreement and/or any TASK ORDER(S) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Consultant:

Carter and Kaye Engineering, LLC

By: _____
Kriss Kaye, Managing Member

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

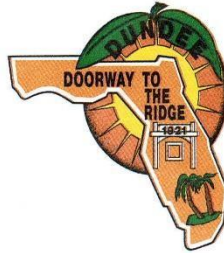
Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item C.

THE TOWN OF DUNDEE, FLORIDA

Town of Dundee



REQUEST FOR QUALIFICATIONS
RFQ 23-01

Continuing Professional Consulting Services Contracts

Responses are due by
Wednesday, September 13, 2023 at 4:00 pm

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 23-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat, Town Clerk
Town of Dundee
TDouthat@TownofDundee.com
(863) 438-8330

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SAMPLE AGREEMENT (Addendum to RFQ)

LEGAL ADVERTISEMENT

**REQUEST FOR QUALIFICATIONS
RFQ-23-01**

Sealed proposals will be received by the Town of Dundee until **4:00 P.M., Wednesday, September 13, 2023**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Consulting Services Contracts”

Copies of the RFQ are available at the following website:

www.townofdundee.com/purchasing-procurement

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at 2:00 P.M., Wednesday, August 23, 2023, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 23-01, Specifications, and any other documents prepared for this submittal.

The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
Town Clerk

Advertise: August 16, 2023

Town of Dundee
REQUEST FOR QUALIFICATIONS
RFQ-23-01

Sealed responses marked **“Continuing Professional Consulting Services Contracts”**, with the attached label, will be received by the Town of Dundee until **4:00 P.M., Wednesday, September 13, 2023**, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Consulting Services Contracts”

At that time, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 2:00 P.M., Wednesday, August 23, 2023, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions may be submitted to the Town Clerk until 4:00 pm on Wednesday, August 30, 2023. For more information regarding this RFQ 23-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by email at tdouthat@townofdunde.com.

The Town of Dundee welcomes your response to this RFQ. The Town of Dundee reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFQ at any time to protect its best interest. The desire of the Town of Dundee to pursue qualifications shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in the response to this RQP. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this RFQ. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,
TOWN OF DUNDEE

Trevor Douthat
Town Clerk

1.0 INTRODUCTION

Item C.

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town reserves the right to determine, at its sole discretion, whether the statement of qualifications (SOQs) satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	August 16, 2023
Non-Mandatory Pre-submittal Conference	August 23, 2023 2:00 P.M.
Deadline to Submit- Request for Additional Information	August 30, 2023 4:00 P.M.
Proposals Due	September 13, 2023 4:00P.M.
Evaluation Committee Meeting	September 27, 2023 2:00 P.M.
Town Commission Award – Tentative	October 10, 2023 6:30 P.M.

1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar

services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

Item C.

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town of Dundee and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the necessary services.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of specific written task order signed by the firm, and executed and issued by the Town.
 - 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates and establish the amount and method of payment.
 - 1.5.5.2 The task order will be issued under and incorporate the terms of the Agreement.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

2.0 SCOPE OF SERVICES

2.1 OVERVIEW: The Town is seeking interest and statement of qualifications in response to the RFQ from both large multidiscipline firms and also smaller consulting firms.

- 2.1.1. It is anticipated the Town will enter into agreements with **three (3) or more** Large Firms for the scope of services as described herein. Work will be assigned on an as needed basis.
- 2.1.2 The Town will also enter into agreements with **one (1) or more** Small Firms specializing in each field as described herein. Work will be assigned on an as-needed basis.
- 2.1.3 For the purposes of this solicitation, Small Firms are defined as those properly licensed firms having less than 15 employees in the entire company, inclusive of all office locations. Large Firms are defined as those properly licensed firms having 15 or more employees in the entire company, inclusive of all office locations.

2.2 TYPES OF SERVICES: The services listed below are the minimum requirements. The work task orders may include services that will assist in the completion of the assigned Town projects in accordance with the Agreement.

2.2.1 Services Related to Utility Systems:

- Potable Water Treatment, Transmission and Distribution
- Sanitary Sewer Treatment, Transmission and Collection
- Geographic Mapping of Utilities and Infrastructure
- Reclaimed Water Treatment, Transmission and Distribution
- Route Surveys for Utility Projects
- Surveying for Wastewater Treatment Plant (WWTP) Projects

- Surveying for Water Treatment Plant (WTP) Projects
- GeoDesign and Green Infrastructure Systems

2.2.2 Services Related to Transportation Systems:

- Roads and Drainage
- Bridge
- Urban Transportation
- Traffic Signage
- Traffic Studies
- Traffic Signals
- Advanced Traffic Management System
- Alternate Means of Transportation
- Trails and Greenways

2.2.3 Services Related to Solid Waste:

- Solid Waste Operation Planning
- Route Studies
- Waste Stream Studies

2.2.4 Services Related to Parks and Recreation:

- Architecture Services Related to Parks and Facilities Design
- Landscape Architecture

2.2.5 Services Related to General Consulting Services:

- Architectural Services to a Project (including Landscaping)
- Geographic Information Systems (GIS)
- Boundary and Topographic Surveying
- Legal Descriptions and As-built Surveys
- Asset Management in Conjunction with Mapping and Inventory
- Mapping of Municipal Boundaries
- Geotechnical – Soils Analysis and Testing
- Environmental – Wetland and Endangered Species
- Floodplain Management
- Hydrologic Investigations
- Stormwater Planning and Modeling
- Land Use Planning
- Policy Analysis
- Project Outreach and Communication
- Development of Artistic Renderings and Conceptual Layouts

2.3 GENERAL SCOPE OF SERVICES FOR LARGE FIRMS: It is the Town's intent that Large Firms provide a full complement of general consulting services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in the RFQ process. The Large Firm is expected to perform complex or large tasks requiring specific expertise and staff availability.

- 2.3.1 General engineering/consulting services, including but not limited to civil, electrical, mechanical and structural engineering;
- 2.3.2 General architectural services, includes landscaping;
- 2.3.3 Development of capital projects for infrastructure, parks and recreation, the Community Redevelopment Agency and other Town departments as required;
- 2.3.4 Peer review of capital project plans and specifications;
- 2.3.5 Threshold or special inspections services;

2.3.6 Construction engineering and inspection (CEI) services;

2.3.7 Urban & transportation planning;

Item C.

2.4 GENERAL SCOPE OF SERVICES FOR SMALL FIRMS: The Agreement for Small Firms consists of providing general consulting services to the Town and shall include, but not be limited to, services listed under 2.2 (above).

2.5 MINIMUM REQUIRED SERVICES: The services listed below are minimum requirements. The work task order may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.

2.6 DETAILED SCOPE OF SERVICES: A more detailed scope of services for both Large and Small Firms to be performed may include, but shall not be limited to, the following:

2.6.1 STUDY, PLANNING, INVESTIGATION, AND REPORT PREPARATION

SERVICES. The consultant(s) shall perform the following tasks:

- Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
- Preparation of feasibility studies, cash flow and economic evaluations, rate schedules.
- Boundary, topographic, engineering, and other specific purpose surveys.
- Preparation and/or review of legal descriptions and easement documents.
- Consulting and/or witness services in litigation or administrative proceedings.
- Development of design guidelines and standard specifications.
- Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models for water, wastewater, reclaimed water and stormwater.
- Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
- Preparation and/or review of water, wastewater, and stormwater system operating permit applications through the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and other Federal, State, and local agencies.
- Evaluation of natural resources, water quality and hydrologic systems.

2.6.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:

- Design of infrastructure systems for potable water, wastewater, stormwater, and reclaimed water.
- Design of other projects, including roadways, pedestrian enhancements, traffic management, lighting, environmental restoration, parks and buildings.
- Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.

- Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules. Item C.
- Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and Town Commission.
- Prepare construction specifications and special provisions and bid documents.
- Conduct or attend all pre-bid conferences.
- Evaluation of bids and recommendations of award for contracts.
- Review and make recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.
- Provide subject matter expertise.

2.6.3 CONSTRUCTION SERVICES. The consultant shall assist Town staff in the construction administration of and/or for projects on an as-needed basis that shall include the following tasks:

- Conduct or attend all pre-construction conferences.
- Coordinate with Town staff to administer contracts.
- Assist with review and approval of shop drawings and submittals.
- Assist with preparation or review of change orders.
- Assist with review of pay applications.
- Assist with site inspections during construction.
- Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
- Determination of suitability of materials and equipment provided by contractors.
- Certification of final construction as to acceptability.
- Preparation of as-built drawings.

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered. Submittals shall not contain information in excess of that requested, should be concise and should specifically address the issues of this RFQ.

- 3.1 ECONOMY OF PREPARATION: Submit one (1) unbound, single sided original, one electronic copy on disc or flash drive and eight (8) copies, including a cover letter, requested documents and information. Be sure to clearly specify which "Firm Size and discipline under section 2.3 or 2.4 the firm is qualifying for. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications and should not exceed 40 pages in length (excluding resumes). The page count criteria are listed in Section 3.2 of this RFQ.
- 3.2 FORMAT OF RESPONSE: **To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two pages). Large Firms will be

allowed 10 pages for resumes and those pages will not be counted toward the 40-page limit. The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

Item C.

- 3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:
- Large Firm Services - Multi-discipline Firm
 - Small Firm Services - General civil engineering/consulting services
- 3.2.2 **COVER LETTER:** The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:
- A brief statement of the Proposer's understanding of the required services.
 - A positive commitment to perform the services on a consistent and timely basis.
 - Names and contact information for the person(s) authorized to represent the Proposer.
- 3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.
- 3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:
- Name and corporate headquarters address of Proposer;
 - Name and location of regional/local office which will be the Town's designated primary office;
 - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
 - The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.
- 3.2.5 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed scope of services included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.
- 3.2.6 **SIMILAR PROJECT EXPERIENCE.** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.
- 3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES.** Proposers must submit an outline of the firm's approach in the planning, design, permitting, and other key elements of a typical project.
- 3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads and resource allocations and the effect of the

workloads and resource allocations on the ability to meet the requirements of this agreement. Provide total number of staff available within 100 miles of Town. Provide total number of staff available within Firm.

Item C.

3.2.8 TEAM MEMBERS. Identify the Team members and provide resumes, (limited to one page per employee), of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm's key members who would complete the required tasks. Identify the proposed Project Manager who the Town will have primary contact for all work associated with this RFQ.

3.2.8.1 For each member, provide their:

- Title
- Area of Specialty
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
- Total years of experience
- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.

3.2.9 LICENSURE: Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 REFERENCES. Please list a minimum of three (3) business references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.10.1 REFERENCES: The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its**

sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.

Item C.

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN

/ VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2022). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 PRIMARY OFFICE LOCATION: Identify the location of the primary office that will perform the majority of the work on this contract. It is the Town's expectation that the project manager assigned to the respective task order will be located at the consultant's office that provides for the greatest efficiency and responsiveness in completing the work. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 ADDITIONAL INFORMATION: Please provide any other information which you feel would help the Evaluation Committee evaluate your Statement of Qualification in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk

Email: tdouthat@townofdunde.com

3.4.2 The Town Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

3.4.3 Prohibition of Communication: To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau or employee during the submission process, except as in Section 20. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 Request for additional information: Any questions related to interpretation of scope of services or submission process shall be addressed to the Town Clerk, **in writing**, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the Statement of Qualifications (SOQ), will be answered.

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3.4.4.2 Any inquiries received after that time, will not be answered or given any consideration.

3.4.4.3 Oral answers will not be authoritative.

3.4.5 Addenda: The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

The Agreement will be posted by the Town as an addendum to this RFQ.

4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

4.1 **SEALED PROPOSALS:** All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

Submittal of the SOQs via e-mail is NOT acceptable.

4.2 **SUBMITTAL COPIES:** Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) complete paper copies of the Statement of Qualifications; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 **RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:**

Sealed SOQs shall be submitted to the Office of the Town Clerk no later than 4:00 P.M., September 13, 2023. Proposals shall not be accepted after this time and date. Each proposal shall be submitted in a sealed envelope, packet or box marked with the RFQ number, title of the RFQ, and RFQ opening date.

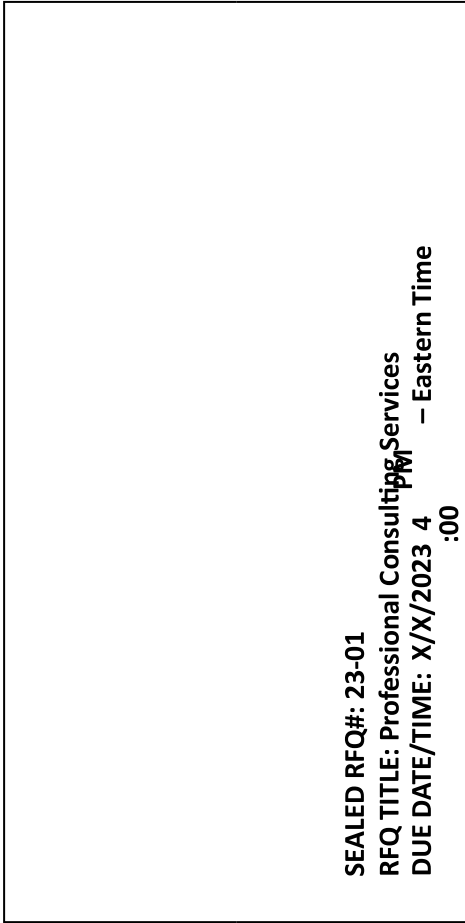
4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk
Town of Dundee
Attn: RFQ 23-01
202 East Main Street PO
BOX 1000
Dundee, FL 33838**

4.3.2 Submitted envelopes should be marked: "RFQ 23-01 Continuing Professional Consulting Services Contracts".

4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



This area left intentionally blank.

- 4.4 INCURRED EXPENSES: The Town is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFQ.
- 4.5 INTERVIEWS: The Town reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

5.0 EVALUATION PROCESS

- 5.1 EVALUATION COMMITTEE: An Evaluation Committee consisting of at least three members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

5.2 RATING SYSTEM: The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.

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5.3 EVALUATION COMMITTEE MEETING(S): The Evaluation Committee will first meet on September 27, 2023 at 202 East Main Street, Dundee, FL.

5.4 SUBMITTAL RANKING: The committee will select those submissions, in their sole determination, that best meet the Town's need based upon its evaluation of all proposals.

5.5 PRESENTATIONS:

5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.

5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.

5.6 REJECTION OF PROPOSALS: The Town reserves the right to reject all proposals. In the event the Town does so, it shall provide in writing to all proposers the reasons for its rejection.

5.7 MODIFICATIONS TO PROPOSALS: The Town reserves the right to request at any time, that the proposer modify their proposal to meet the needs of the Town more fully. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.

5.8 REQUESTS FOR ADDITIONAL INFORMATION: The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

6.0 EVALUATION CRITERIA

6.1 RFQ EVALUATION CRITERIA: The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

Proposal meeting minimum requirements of RFQ (5 Points):

1. Provide a general description of the firm and/or team that is proposing to provide professional consulting services. Explain the legal organization of the proposed firm or team.
2. List the Florida professional (Engineer, Surveyor, Environmental, Hydrologic, Planning, Landscape Architect, etc.) and applicable licenses held by the firm/team. Provide the license number and explain if held by an individual or firm.

Organizational resources (10 points):

1. As part of the evaluation process, the Town has the responsibility of taking into account the size and complexity of the project/tasks and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project/task. Please describe your operational stability, corporate financial resources, and insurance limits. Item C.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

Experience and Qualifications (20 Points):

1. Identify comparable or similar projects in which the firm is submitting qualifications for each project identified, provide the following:
 - a. Description of project
 - b. Final cost of effort
 - c. Completion dates (if applicable)
 - d. Name of client
 - e. Experience with implementation, coordination and funding plans.
 - f. Reference information, per project (one current contact name and title with telephone number and e-mail address)

Understanding the project and approach to performing the required services (30 points):

1. Describe the approach, project management and organization that will provide support to the project. Describe systems used for planning, scheduling, estimating and managing progress. The firm/team's experience in qualifications submitting for should be included.
2. Outline of a pragmatic approach to achieving the Town's goals and objectives while minimizing disruption of Town activities and to the residents.
3. Briefly describe the firm's experience on quality control, dispute resolution, and stakeholder engagement.

Team member Qualifications & Organization (20 points):

1. Provide an organization chart showing key personnel. Including ability to coordinate with state and federal agencies on permitting and funding. Include a resume for each key person identified.

MOB/WOB/Disabled Veteran & Veteran Owned Business Utilization (5 points):

1. Provide the potential utilization of any MOB/WOB/Disabled Veteran or Veteran owned businesses. Include certifications and description of services.

Performed site visit to at least one (1) Wastewater Treatment Facility (WWTF) and Water Treatment Facility (WTF) within the past 2 years (5 points).

Intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors and resources (5 points):

1. Describe your firm's approach to maximize utilization of local resources, to include as a minimum local suppliers, equipment providers, subcontractors, and consultants. Identify the location of firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent (%) of work expected to be done locally.
2. Any of the firm's offices can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the home office of key staff on this project and where actual work will be performed.

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SUBMITTAL EVALUATION & SCORING

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

Firm Name: _____

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting Minimum Requirements of RFQ	5 points 0-5	
Organizational Resources	10 points 0-10	
Experience and Qualifications	20 points 0-20	
Work Approach & Availability of Resources	30 points 0-30	
Team Member Qualifications & Organization	20 points 0-20	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
Preformed recent site visit to at least one (1) treatment facility within the past 2 years (5 points)	5 points 0-5	
Intent/Capacity to affect the local economy through the use of local labor, vendors subcontractors and resources	5 points 0-5	
TOTAL WEIGHTED RATING:	100	

Evaluator: _____

The Town Clerk, or designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

7.0 CONDITIONS OF PROPOSALS

- 7.1 LATE PROPOSALS: Proposals received by the Town after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 COMPLETENESS: All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.
- 7.3 PROPOSER'S CERTIFICATION FORM
- 7.3.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 DRUG-FREE WORKPLACE CERTIFICATION FORM: By submitting the Drug Free Workplace Form as part of this RFQ, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 PROPOSER'S WARRANTY: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this RFQ.
- 7.6 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at the Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 PROPERTY OF THE TOWN: All proposals received from proposers in response to this RFQ will become the property of the Town of Dundee and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 AWARD PRESENTATION: The Town will provide the staff recommendation to the Town Commission, at a duly notice public meeting, Tuesday, October 10, 2023 , to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

8.0 TERMS AND CONDITIONS OF CONTRACT

8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) Proposers shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined by **8.2**), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Proposers, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in the site visit.
- b) These Terms and Conditions and any Contract Documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- c) Notwithstanding anything in this Request for Qualifications (the "RFQ") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

Town and Consultant/Contractor (defined by **8.2**) agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. Item C.
- iv) Upon completion of the Contract (as defined in **8.2**), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- e) If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.
- f) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposer's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) Proposers must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Proposers shall also obtain all permits required for this project.
- i) The Town shall be entitled to rely on the written representations of the proposer. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- j) Unless detailed elsewhere in the Contract Documents, proof of insurance naming the Town as an additional insured shall be required of the successful proposer (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

8.2 DEFINITIONS:

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Words used in the RFQ and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or render the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his designee, or the Town Clerk in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Clerk.
- d) **TOWN:** The Town of Dundee, Florida or its authorized representative.
- e) **CONTRACT:** The Agreement executed by the Town and the Consultant/Contractor, and shall include all Contract Documents.
- f) **CONSULTANT/CONTRACTOR:** The successful bidder who enters into a Contract with the Town to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the Town, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- i) **INDEMNIFICATION:** As specified in the bid documents.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the Contract Documents.

l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to indemnity and shall control the indemnity as if set forth therein: Item C.

i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town it will:

i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status

ii) will submit such reports as the Town may thereafter require to assure compliance.

n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Consultant/Contractor to do a portion of the work on this project.

o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

p) **WARRANTY:** The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Consultant/Contractor that this provision exists.

8.3 INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Proposer as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the Town Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town web site.

b) Notification will be emailed to vendors who are registered for the RFQ on the web site.

- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposers' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such Addenda, whether received or not. Item C.

8.4 PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFQ shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFQ may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

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- i) Town RFQ number and/or title (if applicable);
- ii) Name and/or address of the Town department, division or agency affected; iii) The name and address of the affected party;

iv) The title and position of the person submitting the protest; v)

A statement of disputed issues of material fact;

vi) If there are no disputed material facts, the written letter must so indicate; vii)

Concise statement of the facts alleged;

viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;

ix) Statement identifying with specificity the relief which an entitlement is alleged; and x) Such other information as the affected party deems to be material to the issue.

- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.
- g) The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.
- h) The Town Manager shall present the background for the protest to the RFQ Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.
- i) The agenda for the bid protest meeting will be:
 - i) The background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.

- k) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days of the rendering of the decision of the RFQ Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- l) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to an Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.
- e) Proposal and a non-collusion affidavit should be submitted on forms furnished by the Town and completed by the Bidder without additions, modifications, deletions, and erasures. Proposals not submitted on attached bid form may be rejected. Proposals must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications/Request for Proposals, in an envelope bearing the name of the Proposer, the name of the bid and the time and date of the bid opening. It is the Proposer's responsibility to assure that its bid is delivered at the proper time and place of the proposal opening. Proposals which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Town of Dundee Town Clerk.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with preparation and submittal of its proposal.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

- a) The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

8.8 STATEMENT OF BIDDER'S QUALIFICATIONS:

- a) Each bidder shall, upon request of the Town, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

- a. **Scrutinized Companies.** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Town for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Contractor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel*

List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba Item C. Contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Town may terminate this Contract at the Town's option if the Contractor is found to have submitted a false certification.

- b. **Public Entity Crimes; Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, Contractor certifies that it is not on the convicted vendor list.
- c. **Drug-Free Workplace.** By executing the Contract, Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d. **E-Verify.** By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- e. **No Consideration of Social, Political, and Ideological Interests.** Contractor acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.
- f. **Contracting with Foreign Entities.** By executing the Contract, Contractor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Contractor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Contractor organized under the laws of a Foreign Country of Concern, nor does the Contractor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Contractor to access the personal identifying information of any individual, Contractor agrees to notify the Town in advance of any contemplated transaction that would cause Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. Contractor agrees to furnish the Town with an affidavit signed by an officer or representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

8.10 EQUAL EMPLOYMENT OPPORTUNITY:

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- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

8.11 *NOTICE*

- a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

8.12 UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign

the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

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8.13 ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Consultant/Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Consultant/Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Consultant/Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Consultant/Contractor shall promptly furnish the Town with these reports.

8.14 ASSIGNMENT OR NOVATION:

- a) The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Town; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the Town.

8.15 PATENT INFRINGEMENT:

- a) The Consultant/Contractor shall protect and indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

8.16 PROGRESS OF WORK:

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Consultant/Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the

Consultant/Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time. Item C.

8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:
 - (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
 - (b) the original of the policy(ies); or
 - (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers' Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: "Statutory"
- (ii) Part Two:

\$1,000,000	Each Accident
\$1,000,000	Disease-Policy Limit
\$1,000,000	Disease-Each Employee

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Item C.

- (i) Mold, fungus, or bacteria
- (ii) Terrorism
- (iii) Sexual molestation

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 General Aggregate
- (ii) \$1,000,000 Products/Completed Operations Aggregate
- (iii) \$1,000,000 Personal and Advertising Injury
- (iv) \$1,000,000 Each Occurrence

(3) Automobile Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees. Item C.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.
- vii) Certificates of Insurance must be completed as follows:

1. Certificate Holder Town
of Dundee
202 East Main Street
PO BOX 1000
Dundee, FL 33838

2. Additional Insured for General Liability
Town of Dundee and its officials, officers and employees

8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

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8.19 LIENS:

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

8.20 CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 9.1 RFQ 23-01 SUBMITTAL COVER PAGE, Attachment A
- 9.2 ADDENDUM PAGE, Attachment B
- 9.3 LOBBYING CERTIFICATION FORM, Attachment C
- 9.4 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER, Attachment D
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, Attachment E
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, Attachment F

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

9.1 ATTACHMENT A

RFQ-23-01 Submittal Cover Page (this does not count as part of the maximum page limit)

Date

of Company Name

Signature Authorized

Printed Name Title/Position

Address Physical

Town State Zip

address Email

Number / Fax Number Telephone

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Key Team members and addresses of principal office:

9.2 ATTACHMENT B

ADDENDUM PAGE (RFQ 23-01)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (Give number and date of each):

Addendum No. Dated:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

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FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____
 SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

9.3 ATTACHMENT C

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20
 APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

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

- 9.3.1 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 officer or employee of an agency, a Member of Congress, an officer 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Proposer's Authorized
Official
Name and Title of Proposer's Authorized Official Date

9.4 ATTACHMENT D

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

Name

(1) He is _____ of _____, the
Title Company Bidder that has submitted the
attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has

secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

Item C.

- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

Name

Title

Subscribed and sworn to before me this _____ day of _____, 20__

Signature Notary

Notary Name
My commission expires _____

9.5 ATTACHMENT E

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

TOWN OF DUNDEE WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF DUNDEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF: _____
COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced (Print
or Type Name)

Item C.

_____ as identification.
(Type of Identification and Number)

_____ Notary
Public Signature

_____ Printed
Name of Notary Public

Notary Commission Number/Expiration

9.6 Attachment F

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

TOWN STATE ZIP

**MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR
ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING
PROFESSIONAL SERVICES BETWEEN THE TOWN OF DUNDEE, FLORIDA AND
CONSULTANT**

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES (hereafter the “Agreement”) is made and entered into on this _____ day of _____, 2023 (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and _____, _____ (hereafter the “CONSULTANT”).

FACTUAL RECITALS

WHEREAS, the TOWN as required by Florida Law advertised a Request for Qualifications 23-01 (“RFQ 23-01”) for the provision of architectural, engineering, planning, and various professional consulting services; and

WHEREAS, the TOWN desires to retain the CONSULTANT to furnish certain architectural, engineering, planning and various professional consulting services presented herein in connection with the provision of municipal services by the TOWN to areas within the Corporate TOWN Limits and to unincorporated area(s) in Polk County; and

WHEREAS, the TOWN has recognized a need for architectural, engineering, planning and various professional consulting services on both a continuing and special project basis with regard to RFQ 23-01, sections:

2.2.1 Services Related to Utility Systems:

- Potable Water Treatment, Transmission and Distribution;
- Sanitary Sewer Treatment, Transmission and Collection;
- Geographic Mapping of Utilities and Infrastructure;
- Reclaimed Water Treatment, Transmission and Distribution;
- Route Surveys for Utility Projects;
- Surveying for Wastewater Treatment Plant (WWTP) Projects;
- Surveying for Water Treatment Plant (WTP) Projects;
- GeoDesign and Green Infrastructure Systems;

2.2.2 Services Related to Transportation System:

- Roads and Drainage;
- Bridges;
- Urban Transportation;
- Traffic Signage;
- Traffic Studies;
- Traffic Signals;
- Advanced Traffic Management System;
- Alternate Means of Transportation;
- Trails and Greenways;

2.2.3 Services Related to Solid Waste:

- Solid Waste Operation Planning;
- Route Studies;
- Waste Stream Studies;

2.2.4 Services Related to Parks and Recreation:

- Architecture Services Related to Parks and Facilities Design;
- Landscape Architecture;

2.2.5 Services Related to General Consulting Services:

- Architectural Services to a Project (including Landscaping);
- Geographic Information Systems (GIS);
- Boundary and Topographic Surveying;
- Legal Descriptions and As-built Surveys;
- Asset Management in Conjunction with Mapping and Inventory;
- Mapping of Municipal Boundaries;
- Geotechnical – Soils Analysis and Testing;
- Environmental – Wetland and Endangered Species;
- Floodplain Management;
- Hydrologic Investigations;
- Stormwater Planning and Modeling;
- Land Use Planning;
- Policy Analysis;
- Project Outreach and Communication;
- Development of Artistic Renderings and Conceptual Layouts.

Any other associated municipal functions within the TOWN’s service area(s) as further described in the TOWN’s Scope of Work set forth in RFQ 23-01 which Scope of Work is attached hereto as **Exhibit “A”**, and as may be specified in subsequent TASK ORDER Authorizations, hereinafter called the “TASK ORDER(s)”; and

WHEREAS, the TOWN selected the CONSULTANT in strict accordance with Chapter 287.055 Florida Statutes, also known as the *Consultant’s Competitive Negotiations Act* (hereafter the “Act”) and found the CONSULTANT to possess the qualifications necessary to satisfactorily perform the work herein contemplated; and

WHEREAS, the CONSULTANT, having examined the scope of the architectural, engineering, planning, and various professional consulting services required for the services to be performed under this Agreement and/or any proposed TASK ORDER(s) issued hereunder, and having expressed its desire and willingness to provide such services, and having presented its qualifications to the TOWN in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the TOWN desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional architectural, engineering, planning, and various professional consulting services to the TOWN upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds, if available, will be provided in the TOWN’s budgets as needed to pay the costs of the architectural, engineering, planning, and various professional consulting services; and

WHEREAS, it is in the best interests and will promote the health, safety and welfare of all citizens and residents of the TOWN for the TOWN and CONSULTANT to enter into this Agreement for architectural, engineering, planning, and various professional consulting services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding and *subject always* to availability of funding as determined by the TOWN's annual appropriations process, the TOWN agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing nature and special project basis, as described in RFQ 23-01, and upon the following terms and conditions:

Item C.

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the TOWN and CONSULTANT.

Term(s) used in this Agreement and/or any TASK ORDER(S) shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

“Applicable Law” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

“Town” means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

“Town Code” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

“Town Commission” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

“Town Representative” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the TOWN in the administration of this Agreement. The Town Representative does not have the authority to waive or modify any condition or term of this Agreement.

“Day(s)” means calendar day unless specifically stated otherwise.

“Calendar Day(s)” means all days in a 365-day calendar year.

“Business Day(s)” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

“Contract Documents” means the RFQ 23-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ 23-01; Change Orders issued after the Agreement is let; and any other document incorporated by reference and/or annexed hereto.

“Effective Date” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

“Indemnification” means, for purposes of this Agreement, CONSULTANT shall hold harmless, indemnify, and defend the TOWN, its elected officials, appointed officers, and employees,

representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and incidental to the CONSULTANT performance of this Agreement. Other specific references to the CONSULTANT duty to indemnify the TOWN and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The TOWN shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this CONSULTANT indemnity is required.

“Term” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **ARTICLE II** of this Agreement.

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

It being the intent of this Agreement to provide a general basis for performing architectural, engineering, planning, and various professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to a specific service, project, job and/or task(s) (hereafter referred to as the “TASK ORDER”). This Agreement shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of this Agreement.

At the discretion of the Town Manager, this Agreement may be extended for an additional five (5), one (1) year term(s) for a total of ten (10) successive years without re-advertising under the Act. The above time periods may also be extended at the discretion of the Town Manager to complete any TASK ORDER(S) already in progress. For purposes of this Agreement, the phrase *in progress* shall be interpreted to mean that a TASK ORDER has been issued by the TOWN and accepted by the CONSULTANT.

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

This Agreement provides the general terms, obligations and conditions which shall control all work identified and/or described in this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT, when so authorized by the TOWN, agrees to provide and perform such professional architectural, engineering, planning, and various professional consulting services as the TOWN may require, from time to time, including but not limited to, providing professional architectural, engineering, planning, and various professional consulting consultation and advice as set forth in the Scope of Work for RFQ 23-01 which Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by reference.

The CONSULTANT shall perform any and all services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of professional consultants. Unless modified in writing by both parties, the services to be performed by the CONSULTANT shall not be construed to exceed those services specifically described in each TASK ORDER.

The requested services may include, but shall not be limited to, the following:

Item 1. General Consulting Services

- 1.1** The TOWN shall, from time to time, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide services by means of a TASK ORDER under the terms of this Agreement. A

TASK ORDER shall, by mutual agreement of the parties hereto, set forth (1) the scope of services, (2) the time period(s) for performance, (3) method and amount of compensation, (4) the provisions of Articles I and II of this Agreement which are applicable, (5) the deliverables, if any (written or otherwise), (6) the items to be provided to the TOWN as a result of the services), and (6) the services, information, and data that can be provided by the TOWN to CONSULTANT. Item C.

- 1.2 The TOWN does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to the CONSULTANT under the terms of this Agreement and/or under any TASK ORDER(S) issued hereunder. Furthermore, the purpose of this Agreement is not to authorize a specific TASK ORDER, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any TASK ORDER(S) that may be mutually agreed to by the parties. The TOWN shall have the sole discretion to select the service(s), if any, which may be assigned to the CONSULTANT.
- 1.3 All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar, and computer file versions as appropriate.
- 1.4 When so authorized and instructed by the TOWN, a representative of the CONSULTANT shall attend meetings of the TOWN to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the TOWN's requirements for a particular project within the scope of this Agreement.
- 1.5 The CONSULTANT shall provide minor reports and opinions of probable cost which do not contemplate the full professional services required under **ARTICLE III**, items 2 through 6, and which do not occupy a substantial amount of time of the CONSULTANT's representative delegated to serve the TOWN.
- 1.6 The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with TOWN officials.
- 1.7 The CONSULTANT shall provide services as required by fiscal and legal advisors to bond financing, except when these services are provided under **ARTICLE IV**, Items 2 through 7.
- 1.8 The CONSULTANT shall provide services as CONSULTANT or engineer as may be required under bond indentures, except when services are provided under **ARTICLE IV**, Items 2 through 7.

Item 2. Studies and Reports

Upon written authorization to proceed from the TOWN with a preliminary study and report to determine the feasibility of a proposed TASK ORDER, the CONSULTANT shall:

- 2.1 Consult with the TOWN to clarify and define the TOWN's requirements under the TASK ORDER.
- 2.2 Obtain from the TOWN, or its designated representative, available reports, records, property maps, drawings, opinions of probable cost, financial data, field survey notes, and other data that may be reasonably available at the time of authorization to proceed.
- 2.3 Advise the TOWN as to the necessity of the TOWN's providing or its need for obtaining any other services reasonably required in the CONSULTANT's judgment from others.
- 2.4 Provide special analysis of the TOWN's needs, preliminary studies, regional planning reports, feasibility investigations, evaluations, comparative studies, appraisals, rate studies, operational-management services, or any other program as authorized by the TOWN.

- 2.5 Provide a general economic analysis of the TOWN's requirements applicable to alternatives, which includes a broad estimate of construction cost and method of financing. Item C.
- 2.6 Prepare a Preliminary Report with findings and recommendations.
- 2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

After written authorization to proceed with the Preliminary Design Phase, the CONSULTANT shall:

- 3.1 On the basis of the data and information obtained under **Item 2**, or for any defined TASK ORDER(S), prepare preliminary engineering data including basis of design, sketches, drawings, maps, opinions of probable cost, time of completion and outline specifications to develop and establish the scope of the proposed construction.
- 3.2 Make a personal examination of the proposed Project site, and as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the TOWN.
- 3.3 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 3.4 At a minimum, provide the TOWN with a 50% and 90% complete document(s) for preliminary review during the development and submission of the Preliminary Design Phase report. In addition, CONSULTANT will meet with the TOWN to discuss preliminary submittal reviews by the TOWN.
- 3.5 Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the TOWN or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- 3.6 Advise the TOWN if additional data or services are necessary for preliminary design and assist the TOWN in obtaining such data and services.
- 3.7 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the TOWN.
- 3.8 Make on-site field investigations as necessary to become familiar with the conditions affecting the TASK ORDER(S).
- 3.9 Furnish five (5) printed copies and one (1) electronic copy, if requested, of the Preliminary Design Documents.
- 3.10 Assist the TOWN in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 4. Final Design Phase

After written authorization to proceed with the Final Design Phase, the CONSULTANT shall:

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*. Item C.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).
- 4.3 Complete work on the TASK ORDER(S) within the time allowed by maintaining an adequate staff of engineers, draftsmen, and other employees on the work. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the TOWN to furnish timely information or approve or disapprove of the CONSULTANT's services of work product promptly, or delays caused by faulty performance by the TOWN or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the TOWN agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.
- 4.4 Comply with all Federal, State and Local laws or ordinances applicable to this work.
- 4.5 Prepare the necessary application forms and supporting documents for the approval of the TASK ORDER(S) and assist the TOWN in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the TOWN in obtaining such approvals by submitting, participating, and/or leading in negotiations with appropriate authorities, and the TASK ORDER(S) shall define the CONSULTANT's role in this regard.
- 4.6 Cooperate fully with the TOWN in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the TOWN a construction time schedule for the completion of the TASK ORDER(S).
- 4.7 Request information and verification of location of utility facilities in the vicinity of the proposed work. Upon approval of the final plans, send letter with applicable sheets of the plans to each utility company having installations in the area of the work, notifying them of any relocations required. Send copies of all such letters to utilities to the TOWN for reference and file.
- 4.8 Report the status of TASK ORDER(S) to the Town Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the Town Manager or her/his authorized agent or designee at any time.
- 4.9 Submit to the TOWN five (5) sets of check prints and the *Contract Documents* at 30%, 60%, and 90% completion for each TASK ORDER for review and approval and advise the TOWN in writing with each submittal of the estimated project construction cost.
- 4.10 Submit to the TOWN a final draft of the *Contract Documents*, including all revisions and/or modifications. Upon approval, assemble and bind the *Contract Documents* and deliver five (5) sets to the TOWN. Additional copies required shall be furnished at actual cost of reproduction if requested by the TOWN. It is understood and agreed that the CONSULTANT assumes no responsibility for the legal review of such documents. **Consultant shall provide an electronic copy of all contract documents.**

- 4.11 Advise the TOWN of any adjustments in the cost of the PROJECT caused by changes in scope, design requirements or construction costs; and furnish final cost estimate for the subject project, based on the approved drawings and specifications.

Item C.

Item 5. Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, the CONSULTANT shall:

- 5.1 Assist the TOWN in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, when authorized in the applicable TASK ORDER(S), attend pre-bid conferences.
- 5.2 Prepare any addenda with accompanying drawings or other material as required by TOWN and furnish a copy for each set of *Contract Documents* at actual cost of reproduction. Distribution will be made by the TOWN.
- 5.3 Consult with and advise the TOWN as to the acceptability of the prime Contractor as well as Subcontractors, suppliers, and other persons and organizations proposed by the prime Contractor(s) for those portions of the work where determination of such acceptability is required by the bidding documents. In addition, advise in the selection of a qualified list of general contractors for the subject project.
- 5.4 Assist the TOWN in obtaining, receiving, tabulating and evaluating bids or negotiating proposals and preparing construction contracts, materials, equipment and services.
- 5.5 Review bids received and submit to the Town Manager or her/his designee CONSULTANT's recommendation as to action to be taken upon the bids.

Item 6. Construction Phase

The Construction Phase for each PROJECT will commence on the date of execution of the first construction contract and will terminate upon written approval of final payment by the CONSULTANT to all the Contractor(s) for each PROJECT. The CONSULTANT agrees, upon written authorization, to furnish general services during the Construction Phase, including resident inspection of the work, as follows:

- 6.1 Consult with and advise the TOWN and act as its representative as provided in the TOWN's Standard Construction Contract Documents (Construction Contract Documents). The TOWN shall have sole discretion as to the form of these *Contract Documents*, or as to how they are to be amended pursuant to any Project, or as to how they may otherwise be amended from time to time.
- 6.2 Pre-Construction Meeting. Prepare for and attend a pre-construction meeting conducted by the TOWN with representatives of the Contractor(s), subcontractor(s), utility companies, etc., for each Project as determined necessary by the TOWN.
- 6.3 Consult with the TOWN concerning the acceptability of subcontractors and other persons and organizations proposed by the general contractor for portions of the work.
- 6.4 Furnish to contractors, at contractor's expense, as many copies as necessary of the completed construction drawings and specifications for construction purposes at cost of reproduction.

- 6.4.1 In addition, the CONSULTANT may provide, if requested by the TOWN in a TASK ORDER(S), the services of a Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist the CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, the CONSULTANT shall determine in general if such work is proceeding in accordance with the Construction Contract Documents, Drawings and Specifications, and the CONSULTANT shall inform the TOWN on the progress of the work.
- 6.4.2 If authorized in the TASK ORDER(S), the Construction Manager and/or Field Representative (and any assistants) will be the CONSULTANT's agent or employee and under the CONSULTANT's supervision. The duties and responsibilities of the Construction Manager and/or Field Representative (and assistants) are set forth in the Construction Contract Documents, or as may otherwise be agreed in a TASK ORDER. Daily Reports generated by the Construction Manager and/or Field Representative(s) shall be in a form acceptable to the TOWN, and shall be submitted to the TOWN on a weekly basis throughout the construction phase of the Project (from Notice to Proceed through Final Acceptance of the work).
- 6.4.3 The purpose of the CONSULTANT's visits to and representation by the Construction Manager and/or Field Representative (and assistants, if any) at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by the CONSULTANT during the Construction Phase and, in addition, by exercise of the CONSULTANT's efforts as an experienced and qualified design professional, to provide confidence for the TOWN that the completed work of the Contractor(s) will conform to the Construction Contract Documents, Drawings, and Specifications and that the integrity of the design concept as reflected in the aforesaid documents has been implemented and preserved by the Contractor(s). The CONSULTANT shall not, however, during such visits or as a result of such observations of the Contractor(s) work in progress, supervise, direct, or have control over the Contractor(s) work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s), or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor(s) furnishing and performing their work. Accordingly, the CONSULTANT can neither guarantee the performance of the construction contract by the Contractor(s), nor assume responsibility for the Contractor(s) failure to furnish and perform their work in accordance with the Construction Contract Documents, Drawings and Specifications.
- 6.4.4 **Defective Work.** During such visits and on the basis of such observations, the CONSULTANT shall keep the TOWN informed of the progress of the work, shall endeavor to guard the TOWN against defects and deficiencies in such work, and may disapprove of or reject the Contractor(s) work while it is in progress if the CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Construction Contract Documents, Drawings, and Specifications or that it will prejudice the integrity of the design concept of the Project as reflected in the Construction Contract Documents, Drawings, and Specifications. The CONSULTANT shall advise the TOWN in a timely manner of defect(s) in the

Item C.

Contractors or Subcontractors work and of the action taken to have the defect^(s) corrected.

Item C.

- 6.5 Advise and consult with the TOWN and act as the CONSULTANT as provided in the *Contract Documents* covering the construction of the subject project and work described in the TASK ORDER.
- 6.6 Make weekly visits **and as needed** to the site by a qualified representative of the CONSULTANT to observe the work. The CONSULTANT shall have authority, as the TOWN's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the Drawings and Specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Drawings and Specifications) and, in addition, the CONSULTANT shall have authority, as the TOWN's representative, to act as initial interpreter of the requirements of the Drawings and Specifications.
- 6.7 Review and approve shop and equipment drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections, and other data which any Contractor is required to submit, and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the *Contract Documents*. The CONSULTANT may be allowed to use its shop drawing stamp during review provided the format and language of the shop drawing stamp is approved by the TOWN prior to use. Furthermore, the CONSULTANT agrees that it shall devise a separate tracking system for Shop Drawings previously disapproved or for which corrections, modifications, or changes are necessary. The tracking system shall be both timely and efficient, and shall account for the status and party responsible to correct all previously submitted Shop Drawings until their complete approval and acceptance. The tracking system shall include, but not be limited to, the following CONSULTANT activities: subsequent to any Contractors being ordered to start construction work, the CONSULTANT shall transmit to the TOWN, if required by TASK ORDER at such frequency as defined therein, a list of Shop Drawings anticipated for such construction contract, the names of the Shop Drawings, their due dates (in accordance with Shop Drawing schedules submitted by the Contractor(s)) required from the Contractor(s); their dates of issue, receipt, checking, return for correction, resubmission, and approval; and any information that will clearly provide the TOWN with the progress of project shop drawings; provided, however, that in any event all Shop Drawings that have been submitted to the CONSULTANT (whether for approval or re-approval) shall be reviewed and returned by the CONSULTANT within twenty-eight (28) Days of submission.
- 6.8 Prepare routine change orders as required. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).
- 6.9 Review, verify, approve, and certify Contractor's monthly estimates and final estimates and payments. The CONSULTANT shall also periodically review the Record Drawings as prepared by the Contractor(s) and verify the accuracy and completeness thereof, prior to recommendation to the TOWN of the release of progress payments for the work in question.
- 6.10 Conduct a site visit, in company with the TOWN to determine if a TASK ORDER is substantially complete and a final site visit to determine if a TASK ORDER has been completed in accordance with the *Contract Documents* and the Contractor(s) has fulfilled all of his

obligations there-under so that the CONSULTANT may approve, in writing, final payment to the Contractor(s). The CONSULTANT shall certify a completed TASK ORDER to regulatory agencies upon completion. Advise and consult with the TOWN as to interpretations of the Contract Documents in any disputes between the TOWN and the prime Contractor and any other entity involved on working on the project at the direction of the prime Contractor.

Item C.

- 6.11** Furnish the TOWN five (5) sets of reproducible revised Contract Drawings showing the work as constructed. Record Drawings shall be based on the marked-up prints, drawings, and other data furnished by the Contractor(s)' field engineering and inspection personnel and which the CONSULTANT considers significant.
- 6.12 Track Progress of Contractor.** If providing Construction Manager and/or Field Representative Services, the CONSULTANT shall track the progress of the Contractor(s) and submit a written report to the TOWN, at the 30%, 60% and 90% stages of the construction (as identified by the Contractor(s) original approved schedule) or as defined in the TASK ORDER, documenting the progress of the Contractor relative to the original approved schedule.
- 6.13 Minimize Claims.** The CONSULTANT shall endeavor to minimize the potential areas for Contractor claims by initiating timely, thorough, and complete communication among the TOWN and the design and construction contract principals; other local, state, or federal parties (when directed by the TOWN); or private entities that may also be involved. Upon identification of a potential Contractor claim, the CONSULTANT shall immediately notify the TOWN of all data relevant to the potential Contractor claims, and of which the CONSULTANT is aware.
- 6.14 Resolve Construction-Related Difficulties.** The CONSULTANT shall report to the TOWN the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the CONSULTANT to encourage effective communication and timely resolution thereof. Once a problem area is identified, the CONSULTANT shall keep a detailed log on the item in question and pursue the timely resolution of that item.
- 6.15 Contractor(s) Completion Documents.** The CONSULTANT shall receive and review maintenance operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests and approvals which are to be assembled by the Contractor(s) in accordance with the Construction Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Construction Contract Documents, Drawings, and Specifications); and shall transmit them to the TOWN with written comments.
- 6.16 Time of Essence.** CONSULTANT shall achieve Final Completion within an agreed time period determined and agreed upon by both parties from the date appearing in the Notice To Proceed form for the specified project. CONSULTANT agrees to begin each project in conformity with the provisions set forth and to prosecute it with all due diligence so as to complete the entire Work and Project by the time limits set forth in the agreed project schedule for the specified project. As to such assignments that have deadlines, time will be of the essence unless stated otherwise in the assignment and a liquidated damages clause may be included in the assignment.

ARTICLE IV. RESPONSIBILITIES OF TOWN

Item C.

In addition to payment for the Services performed under this Agreement, TOWN shall:

Item 1. Assist and cooperate with CONSULTANT to a reasonable extent and provide readily available information as identified by CONSULTANT to facilitate CONSULTANT’s performance under this Agreement.

Item 2. Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this Agreement (hereafter the “TOWN Representative”). The CONSULTANT may rely upon the fact that the TOWN’s Representative has complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The TOWN Representative shall also (1) communicate the TOWN’s policies and decisions to the CONSULTANT regarding the Services; (2) determine whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder, and (3) determine the merits of any allegation by the CONSULTANT respecting the TOWN’s nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the TOWN Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT or TOWN in regard to appeals to a court of competent jurisdiction.

Item 3. Furnish CONSULTANT with reasonably available technical and other data in TOWN’s possession including, but not limited to, data, maps, surveys, drawings, soils or geotechnical and other types of reports, and any other information required by, or useful to, CONSULTANT as may be identified by CONSULTANT to TOWN in performance of its Services under this Agreement. CONSULTANT shall take care to review information supplied for accuracy, but be reasonably entitled to rely upon the information supplied by TOWN.

Item 4. Notify CONSULTANT of any known or potential health or safety hazards existing at or near project or work sites.

Item 5. Provide access to and/or obtain permission for CONSULTANT to enter upon all TOWN properties, and provide assistance with access to properties not owned by the TOWN as required to perform and complete the Services.

Item 6. If CONSULTANT’s scope of work includes services during construction, TOWN will require the construction contractor to indemnify and hold harmless CONSULTANT, its officers, employees, agents, and CONSULTANTS against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

TOWN will require the contractor to name CONSULTANT, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner’s and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by TOWN or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

TOWN will furnish contractor’s certificates of insurance evidencing that CONSULTANT, its officers, employees, agents, and CONSULTANTS are named as additional insureds on contractor’s general liability

and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the CONSULTANT shall be excess and noncontributory.

Item C.

The certificates shall provide that CONSULTANT be given 30 Days' written notice prior to any cancellation thereof.

Item 7. Provide all legal services, including review of *Contract Documents*, accounting, and insurance consulting services as may be required for each TASK ORDER, and such auditing services as the TOWN may require to ascertain how or for what purpose the Contractor has used the money paid to him under the construction agreement.

ARTICLE V. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in this Agreement and/or any TASK ORDER(S) issued hereunder, the TOWN shall have sole responsibility as between TOWN and CONSULTANT for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et seq. and any state and/or federal regulations as related thereto.

ARTICLE VI. COMPENSATION

For the Services described in each TASK ORDER, TOWN agrees to pay, and CONSULTANT agrees to accept the total compensation in accordance with compensation terms included in the TASK ORDER. CONSULTANT may re-allocate compensation between tasks, provided total compensation is not exceeded without written approval (e- mail is sufficient) of TOWN Representative. For each defined service, or separately authorized TASK ORDER, a mutually acceptable fee shall be negotiated when the scope of such proposed authorization has been defined. In the event that a specific fee is not established, the hourly rate schedule contained in Exhibit "B" attached hereto shall control. The rate schedule shall be revised annually and furnished to the TOWN prior to its effective date. The revised hourly rate schedule shall take effect unless written notice is received from the TOWN Representative that the revised rates are not accepted. Provided further that CONSULTANT agrees that the rates on its hourly rate schedule shall not be increased above three percent (3%) of existing accepted rates per calendar year during the term of this Agreement. Compensation shall be billed monthly in summary form. For other than lump-sum contracts, the TOWN shall only be obligated to pay for those Services that the CONSULTANT can demonstrate are reasonable, provable, and within the scope of services of any TASK ORDER(S).

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

The TOWN shall reimburse the CONSULTANT for certain direct out-of-pocket expenses (see itemized list below). Such direct charges shall be submitted to the TOWN on a timely basis at actual cost, verified by appropriate written bills, invoices, statements, etc. Reimbursable expenses shall not exceed \$3,000.00 except when authorized in advance in writing by TOWN or included in the TASK ORDER.

Item 1. Travel and Subsistence

The actual cost of travel and subsistence expense(s) incurred while performing authorized TOWN business. Travel performed in the CONSULTANT's vehicle shall be at the calculation rate authorized by the TOWN for its employees from time to time pursuant to TOWN ordinance(s) and/or Florida Law. Air travel, if required, shall be reimbursed at the economy class fare.

Item 2. Printing and Reproduction

Item C.

The reasonable costs of reproduction of reports, plans, and specifications except as otherwise provided in this Agreement and/or any TASK ORDER(s) issued hereunder, plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 3. Services of Others

For services of others when included in the TASK ORDER, the actual cost of such services plus the hourly cost of the CONSULTANT's staff incurred for administration.

Item 4. Miscellaneous

Such other miscellaneous direct charges as may be approved by the TOWN Manager or TOWN's Representative, plus the hourly cost of the CONSULTANT's staff incurred for administration.

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

Payment for authorized Services rendered, including direct and reimbursable costs, shall be payable in approximate proportion to the degree and/or percentage of completion of the work as estimated by the CONSULTANT, subject to approval of the Town's Representative. Payment shall be made within forty-five (45) Calendar Days of receipt of invoice as provided by Section 218.74, Florida Statutes.

Item 2. Payment Withheld

When the TOWN has reasonable ground for belief, or information to believe that: (1) the CONSULTANT will be unable to perform the Services set forth under this Agreement and/or any TASK ORDER(S) issued hereunder; or (2) a meritorious claim exists against the CONSULTANT or the TOWN arising out of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Agreement or any TASK ORDER(S) issued hereunder; then the TOWN may withhold payment otherwise due and payable to the CONSULTANT; provided, however, that the TOWN shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the TOWN for such period as it deems advisable, in its sole and absolute discretion, to protect the TOWN against any loss or deprivation that the TOWN may incur pursuant to this Subsection or as may be determined by a court of competent jurisdiction.

This provision is intended solely for the benefit of the TOWN and no person shall have any right against the TOWN and/or its employees and officials by reason of the TOWN's withholding of payment(s). Interest [one percent (1%) simple interest, per month] shall only be payable by the TOWN on any amounts withheld under this provision if the TOWN has acted without justification. This provision is not intended to limit or in any way prejudice any other right the TOWN may have in this regard or any right or defense that the CONSULTANT might choose to exercise against the TOWN.

Item 3. Termination

Upon the termination of this Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall prepare a final and complete payment statement for all Services and reimbursable expenses incurred since the posting of the last payment statement and through the date of termination. The final payment statement shall be subject to all of the provisions described in **Article XXVII** of this Agreement.

Item 4. Final Payment

Item C.

The acceptance by the CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this Agreement or any TASK ORDER(S) issued hereunder, shall constitute a full and complete release of the TOWN from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the CONSULTANT, its successors, or assigns have or may have against the TOWN under the provisions of this Agreement and/or any TASK ORDER(S) issued hereunder, unless otherwise previously and properly filed pursuant to the provisions of this Agreement in a court of competent jurisdiction and/or as may be determined by the TOWN. This Subsection does not affect any other portion of this Agreement and/or any TASK ORDER(S) issued hereunder, that extends obligations of the parties beyond final payment.

Under present Florida Law, the TOWN is exempt from sales taxes imposed upon professional services when the TOWN purchases such services directly. The CONSULTANT agrees to pay actual taxes (exclusive of multiplier) imposed and/or assessed as a result of the provision of any Services provided under this Agreement and/or TASK ORDER(S) issued hereunder. The TOWN and the CONSULTANT agree that this Subsection may be modified by a duly executed amendment in the event of future changes to Florida Law that affect the parties, terms, or conditions of this Agreement.

ARTICLE IX. SCHEDULE OF WORK

The TOWN shall have the sole rights to determine on which unit(s) or section(s) of the services to be performed under this Agreement and/or any TASK ORDER(S) issued hereunder that the CONSULTANT shall proceed and in what order. Authorization by the TOWN, through the TOWN Manager, his designee or Town Representative, in writing through the issuance of a TASK ORDER, shall cover in detail the scope, timing and intent of the proposed professional consulting services. The TASK ORDER shall specify the timing of the Services to be performed and provide additional direction on when written approval is necessary to continue with additional tasks.

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

Subject to the limitations prescribed and/or identified in the agreed scope of work as related to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement and/or any TASK ORDER(S) issued hereunder, CONSULTANT shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent professional consulting firms in effect at the time CONSULTANT'S Services are rendered.

Item 2. Reliance upon Information Provided by Others

If CONSULTANT's performance of any TASK ORDER(S) and/or Services hereunder requires CONSULTANT to rely on information provided by other parties (excepting CONSULTANT's subcontractors), CONSULTANT shall not be required to independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by TOWN. The CONSULTANT shall be responsible for advising the TOWN when the validity, completeness or accuracy of information is of concern.

Item 3. CONSULTANT's Opinion of Costs

TOWN acknowledges that construction cost estimates, financial analyses and feasibility projections are

subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third party. TOWN acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

Item C.

Item 4. Construction Phase Services

- 4.1 CONSULTANT's Activities at Construction Site.** The presence of CONSULTANT's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make CONSULTANT responsible for those duties that belong to TOWN and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a contractor. CONSULTANT has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect CONSULTANT's own personnel and except as may be expressly required elsewhere in the scope of services, CONSULTANT has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
- 4.2 Shop Drawing and Submittal Review.** If required by TASK ORDER(S) issued hereunder, CONSULTANT shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. CONSULTANT shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
- 4.3 Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

ARTICLE XI. AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any time during the execution of the TASK ORDER and for a period of one (1) year after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records shall authorize the TOWN to determine, at its sole and conclusive discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the services performed under this Agreement and any TASK ORDER(S) issued hereunder. The CONSULTANT's staff will be compensated on an hourly rate basis for assisting the TOWN in its audit process and the TOWN shall pay for the reasonable cost of reproducing such records in accordance with the provisions of **Article VII**, Item 2 of this Agreement.

ARTICLE XII. ASSIGNMENT

Item C.

The CONSULTANT shall not sublet, assign, or transfer this Agreement and/or any TASK ORDER(S) issued hereunder and/or any interest and/or work under this Agreement and/or any TASK ORDER(S) issued hereunder without the written consent of the TOWN.

ARTICLE XIII. SPECIAL PROJECTS

Periodically, the TOWN may require professional consulting services on special projects which are funded, in whole or in part, by various State or Federal agencies as well as TOWN bond issues. The TOWN, by virtue of its strict compliance with the Act, reserves the right to either authorize the CONSULTANT to proceed, by the issuance of a TASK ORDER, with such a special project without further competitive negotiations, or the TOWN may, at its discretion, reinstate competitive negotiations under the Act to select a consultant for that individual special project. Any additional requirements imposed and/or prescribed by such State or Federal agencies, when performing professional consulting services on and/or for special projects, shall also be acknowledged and satisfied.

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

CONSULTANT's work product, which is prepared solely for the purposes of this Agreement and/or any TASK ORDER(S) issued hereunder, including, but not limited to, drawings, test results, recommendations and technical reports, whether in hard copy or electronic form, shall become the property of TOWN when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. Pursuant to Florida Law, all correspondence(s) between the TOWN and CONSULTANT are public records and subject to public records requests.

CONSULTANT and TOWN recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. TOWN's alteration of CONSULTANT's work product or its use by TOWN for any other purpose shall be at TOWN's sole risk, and TOWN shall hold harmless and indemnify CONSULTANT against all losses, damages, costs and expense, including reasonable attorneys' fees, arising out of or related to any such alteration or unauthorized use.

Item 2. Electronic Copies

If requested, solely as an aid and accommodation to TOWN, CONSULTANT may provide copies of its work product documents in computer-readable media ("electronic copies" more specifically "CADD Files"). CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic documents. TOWN agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration by the TOWN of electronic copies.

If requested, solely as an aid and accommodation to TOWN, CONSULTANT shall provide copies of its work product documents in computer-readable media ("electronic copies," more specifically "CADD Files"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. TOWN is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. CONSULTANT will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. TOWN agrees to hold harmless,

indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized changes or alteration of electronic copies and CADD documents.

Item C.

Item 3. Limitation on Indemnity

To the extent this Agreement calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT.

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

1.1 CONSULTANT'S INDEMNIFICATION OF TOWN. The CONSULTANT shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including, but not limited to, negligent, reckless, or intentionally wrongful acts or omissions of the CONSULTANT and any person or organization directly or indirectly employed and/or utilized by the CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and/or pursuant to any TASK ORDER(S) issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses to the extent caused by:

- (a) Any negligent, reckless, or intentionally wrongful act, omission or default of the CONSULTANT and/or persons it employees and/or utilizes and/or any combination thereof in the performance of this Agreement and/or any Task Orders issued hereunder;
- (b) Any and all bodily injuries, sickness, disease or death;
- (c) Injury to or destruction of tangible property, including, but not limited to, the loss of use resulting therefrom;
- (d) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Agreement and/or any TASK ORDER(S) and/or special project(s) performed thereunder; and/or
- (e) The violation of any federal, state, county or Town laws, by-laws, ordinances or regulations by the CONSULTANT or persons employed and/or utilized by CONSULTANT.

CONSULTANT deems and acknowledges that \$500.00 of the amount paid to CONSULTANT under this Agreement is in consideration, for this and all other indemnifications given by CONSULTANT. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents and is given

- 1.1.1** CONSULTANT also agrees to indemnify, and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description (including reasonable attorney's fees and charges incurred in any court and/or dispute resolution process) that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation to the extent same is caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and/or any TASK ORDER(S) issued hereunder.
- 1.1.2** In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN's option, may make payment of an amount so due and the CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of 12% per annum simple interest from the day of the TOWN's payment.
- 1.1.3** If CONSULTANT, after receipt of written notice from the TOWN fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the TOWN in securing any such payment from CONSULTANT.
- 1.1.4** Nothing contained herein is intended nor shall it be construed to waive the TOWN's Sovereign immunity and/or its limits of liability set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN's favor.
- 1.1.5** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

1.2 NO DAMAGES FOR DELAY BY TOWN

Item C.

CONSULTANT shall not be entitled to an increase in the contract price or payment or compensation of any kind from TOWN for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of TOWN. Otherwise, CONSULTANT shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.

1.2.1 If the CONSULTANT submits a schedule or expresses an intention to complete the Services to be provided under this Agreement TASK ORDER(S) issued hereunder required by any required milestone or completion date, the TOWN shall not be liable to the CONSULTANT for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the TOWN or its agents, should CONSULTANT be unable to complete the work before such milestone or completion date as is described within the schedule.

1.2.2 On any particular TASK ORDER the TOWN shall have the right to include a provision for liquidated damages as a result of any delay.

Item 2. INSURANCE

2.1 Insurance in General

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement and/or any TASK ORDERS issued hereunder, with an insurer or insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the TOWN with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the TOWN and the TOWN's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); and/or

(c) other evidence satisfactory to the TOWN.

Until such coverage is no longer required by this Agreement, CONSULTANT shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

2.2 Types of Insurance and Limits of Liability

Item C.

2.2.1 Workers' Compensation/Employers' Liability

Such insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

2.2.2 Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the TOWN with thirty (30) Days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The TOWN and the TOWN's members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

2.2.3 Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the TOWN with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

2.2.4 Professional Liability

Such insurance shall be on a form acceptable to the TOWN and shall cover CONSULTANT for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Claim
\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the "Insurance Certificates"), shall be filed (or be on file) with the TOWN at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to the TOWN in both form and content, and shall provide and specify that the related insurance coverage shall not be canceled (hereafter the "Coverage Change") without at least thirty (30) Calendar Days prior written notice having been given to the TOWN. The CONSULTANT further agrees that no material modification or reduction shall be made to any insurance policy coverage referred to in this Agreement, unless the CONSULTANT gives written notice to the TOWN [within seven (7) Calendar Days of the CONSULTANT's having been given notice by the insurer] of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change and types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The CONSULTANT shall have thirty (30) Calendar Days following such Coverage Change to file an Insurance Certificate with the TOWN, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the TOWN. Failure of the CONSULTANT to obtain the TOWN's approval, or to satisfy the TOWN in this matter of Insurance Certificates, shall be grounds for termination of the Agreement as specified in **Article XVII**. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the TOWN, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the TOWN within the time limits described in this Subsection.

2.4 TOWN's Right to Inspect Policies

The CONSULTANT shall, upon thirty (30) Business Days' written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement. Provided that CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall have copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto.

2.5 Miscellaneous

Item C.

- (a) The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the TOWN or the TOWN's members, officials, officers or employees.
- (b) Except where prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. CONSULTANT shall pay on behalf of the TOWN or the TOWN's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the TOWN or the TOWN's members, officials, officers, agents and employees.
- (c) The insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the TOWN and the Town's members, officials, officers and employees.
- (d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the TOWN by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of CONSULTANT) available to the TOWN under this Agreement or otherwise.
- (e) Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

2.5.1 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement and/or any TASK ORDER(S) issued hereunder agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate. The TOWN reserves the right to require or adjust any of the insurance coverage it deems necessary depending upon the company, the Services to be provided under this Agreement and/or any TASK ORDER(S) issued hereunder, or the potential exposures. The CONSULTANT shall not commence performance of duties under this Agreement and/or any TASK ORDER(S) issued hereunder until the CONSULTANT has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by the TOWN, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the TOWN until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the TOWN or the TOWN Representative.

Item 3. No Waiver of Sovereign Immunity/Limits of Liability

Nothing herein is intended to act as a waiver of the TOWN's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

ARTICLE XVI. CONFIDENTIALITY

Item C.

Subject to Florida Law, CONSULTANT agrees it will maintain the confidentiality of material it receives from TOWN, which TOWN has clearly identified as "confidential", and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of TOWN. Notwithstanding the foregoing, CONSULTANT shall have no confidentiality obligation with respect to information that:

(a) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;

(b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by TOWN; or

(c) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify TOWN and shall cooperate with TOWN prior to disclosure so that TOWN may take necessary actions to protect such confidential information from disclosure.

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

Any Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder may be suspended as follows:

Item 1. By Town

By written notice to CONSULTANT, TOWN may suspend all or a portion of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder if unforeseen circumstances beyond TOWN's control make normal progress of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder impracticable. If suspension is greater than sixty (60) business days, then CONSULTANT shall have the right to terminate this Agreement in accordance with Article XVIII of this Agreement. TOWN's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of TOWN at law or equity.

Item 2. By CONSULTANT

By written notice to TOWN, CONSULTANT may suspend the Services provided under this Agreement and/or TASK ORDER(S) issued hereunder if CONSULTANT reasonably determines that working conditions at the site and/or location (outside CONSULTANT's control) are unsafe, or in violation of applicable laws. CONSULTANT's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of CONSULTANT at law or equity.

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item C.

Item 1. This Agreement may be terminated by TOWN as follows: (1) for its convenience on 30 Calendar Days' written notice to CONSULTANT, or (2) for cause, if CONSULTANT or any entity utilized by CONSULTANT to provide services under this Agreement and/or any TASK ORDER(s) issued hereunder materially breaches this Agreement and/or any TASK ORDER(s) issued hereunder through no fault of TOWN and CONSULTANT neither cures such material breach nor makes reasonable progress toward cure within 15 Business Days after TOWN has given written notice of the alleged breach to CONSULTANT.

Item 2. This Agreement and/or any TASK ORDER(s) issued hereunder may be terminated by CONSULTANT as follows: (1) for cause, if TOWN materially breaches this Agreement through no fault of CONSULTANT and TOWN neither cures such material breach nor makes reasonable progress toward cure within 15 business days after CONSULTANT has given written notice of the alleged breach to TOWN, or (2) upon five (5) Business Days' notice if Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder have been suspended by either TOWN or CONSULTANT for more than 60 calendar days in the aggregate.

Item 3. Payment upon Termination

In the event of termination, CONSULTANT shall perform such additional Services as is reasonably necessary for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder. CONSULTANT shall be compensated for all Services performed prior to the effective date of termination, plus Services required (as were authorized under this Agreement and/or any TASK ORDER(S) issued hereunder for the orderly closing of the Services being performed under this Agreement and/or any TASK ORDER(S) issued hereunder, including: (1) authorized Services performed up to the termination date; (2) all efforts necessary to document the Services completed or in progress; and (3) any termination reports requested by TOWN in writing.

ARTICLE XIX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by TOWN or CONSULTANT without prior, written consent of the other.

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of TOWN, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CONSULTANT's services, opinions, recommendations, plans, or reports without the express written consent of CONSULTANT. No right to assert a claim against the CONSULTANT, its officers, employees, agents, or CONSULTANTs shall accrue to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the CONSULTANT's Services under this Agreement and/or any Task Order issued hereunder.

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

The CONSULTANT shall comply with any and all applicable federal, state, and local rules, regulations, resolutions, ordinances and/or laws as they relate to the provisions of this Agreement and/or any TASK ORDER(s) issued hereunder; and CONSULTANT specifically acknowledges the applicability of the public record provisions of Florida Law. The CONSULTANT represents and warrants unto the TOWN that no elected official, officer, employee, or agent of the TOWN has any interest, either

directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the TOWN that it has not employed or retained a company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value (Value) to any person, company, corporation, individual, or firm, other than bona fide personnel working solely for the CONSULTANT, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, the CONSULTANT also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is absolutely understood and agreed by the CONSULTANT that, for the breach or violation of this Subsection, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the CONSULTANT. The CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this Subsection.

Item C.

Item 2. State Law Compliance.

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, CONSULTANT certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONSULTANT understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the CONSULTANT is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, CONSULTANT certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing this Agreement, CONSULTANT certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(d) ***E-Verify.*** By entering into this Agreement, the CONSULTANT becomes obligated to comply

with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT and any subcontractor hired by the CONSULTANT. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor must provide the CONSULTANT with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

Item C.

(e) **No Consideration of Social, Political, and Ideological Interests.** CONSULTANT acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONSULTANT affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONSULTANT's social, political, or ideological interests in the award of this Agreement.

(f) **Contracting with Foreign Entities.** By executing this Agreement, CONSULTANT certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONSULTANT certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONSULTANT as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONSULTANT organized under the laws of a Foreign Country of Concern, nor does the CONSULTANT have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONSULTANT to access the personal identifying information of any individual, CONSULTANT agrees to notify the TOWN in advance of any contemplated transaction that would cause CONSULTANT to be disqualified from such access under Section 287.138 of the Florida Statutes. CONSULTANT agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

ARTICLE XXII. FORCE MAJEURE

CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of TOWN to furnish timely information or to approve or disapprove CONSULTANT's instruments of service promptly, and (4) faulty performance or nonperformance by TOWN, TOWN's independent CONSULTANTs or contractors, or governmental agencies. CONSULTANT shall not be liable for damages arising out of any such delay, nor shall the CONSULTANT be deemed to be in breach of this Agreement as a result thereof.

ARTICLE XXIII. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The TOWN and CONSULTANT further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE XXIV. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement and/or any TASK ORDER(S) issued hereunder shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

ARTICLE XXV. ATTORNEYS' FEES

In the event either the TOWN or the CONSULTANT brings an action against the other to interpret and/or enforce this Agreement and/or any TASK ORDER(S) issued hereunder and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

ARTICLE XXVI. NOTICES

All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

CONSULTANT: [_____]

TOWN:

Trevor Douthat, Town Clerk
Town of Dundee
Attn: RFP 23-01
202 East Main Street
PO BOX 1000
Dundee, FL 3383

With a copy to:

(which shall not constitute notice)
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

Item 1. Documents, drawings, specifications, and electronic information/data, including computer aided drafting and design (“CADD”), prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by TOWN or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at TOWN’s sole risk and without liability to CONSULTANT. Electronic data delivered to TOWN shall be for TOWN’s convenience only and shall not include the professional stamp or signature of an engineer or architect.

Item 2. TOWN agrees that in accordance with generally accepted construction practices, unless otherwise set forth in a specific TASK ORDER, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

Item 3. Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of TOWN. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to TOWN.

Item 4. Waiver of Claim

The CONSULTANT and the TOWN hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

Item 5. TOWN’s Agent

The TOWN will assign an agent based upon the Department/Division requesting the work. The assigned agent shall act as the TOWN’s agent with respect to the Services to be rendered by the CONSULTANT hereunder, and shall transmit instructions, receive information, and communicate the TOWN’s policies and decisions to the CONSULTANT.

Item 6. CONSULTANT’s Project Team

Subject to the approval of the TOWN or TOWN Representative, the CONSULTANT shall assign members of its staff as the CONSULTANT'S principal-in-charge, project manager and key person (hereafter the "Project Team"), who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the TOWN and the TOWN or TOWN Representative shall approve in writing, as a part of each TASK ORDER, the authority and powers that the CONSULTANT'S Project Team shall possess during the life of that TASK ORDER. The CONSULTANT acknowledges that the TOWN shall have the right to approve the CONSULTANT'S Project Team, and that the CONSULTANT shall not change any member of its Project Team without the written approval of the TOWN or the TOWN Representative. Furthermore, if any member of the CONSULTANT'S Project Team is removed from his TASK ORDER duties, or his employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT'S Project Team member terminated his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the TOWN or the TOWN Representative's written approval. The TOWN agrees that its approval shall not be unreasonably withheld.

Item C.

Item 7. Non-Exclusive Agreement

This Agreement is non-exclusive, and may be terminated at the TOWN's convenience with the proper notice having been given to the CONSULTANT pursuant to **Article XVIII**. It is understood and acknowledged that the rights granted herein to the CONSULTANT are non-exclusive, and the TOWN shall have the right, at any time, to enter into similar agreements with other environmental consultants, subconsultants, and so forth, to have them perform such professional services as the TOWN may desire.

Item 8. Licenses

The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services performed under this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT shall also require all subconsultants to comply by contract with the provisions of this Subsection.

Item 9. Compliance With New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or the CONSULTANT to qualify for local, state or federal funding for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the TOWN shall have the right, by written notice to the CONSULTANT, to terminate this Agreement for convenience. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this Agreement, and/or to any TASK ORDER(S) issued hereunder, then the TOWN agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all related TOWN/CONSULTANT contractual obligations, and to revise such TASK ORDER budgets accordingly.

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, devise, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the TOWN, but shall be secured by the CONSULTANT (or, at the CONSULTANT's direction, by the Contractor during the CONSULTANT's construction phase services as may be memorialized in a TASK ORDER before the completion of any TASK ORDER.

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

Item C.

The provisions of this Agreement are superior to any provision(s) set forth in a subsequent TASK ORDER entered into pursuant to the terms of this Agreement. In the event of any discrepancy between the language of this Agreement and any subsequent TASK ORDER, the provisions of any such TASK ORDER are subject and subordinate to the provisions of this Agreement and the language of this Agreement shall prevail.

ARTICLE XXIX. HEADINGS

Any section or paragraph headings appearing in this Agreement have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

ARTICLE XXX. GOVERNING LAW

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and governed by the laws of the State of Florida, only.

ARTICLE XXXI. REMEDIES AND COSTS

Subject to the provisions in **Article XV** of this Agreement, all remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of, exclusive of each other or of any other remedy available to either party, at law or in equity. No delay or omission to exercise any TOWN right or TOWN power accruing upon any event of default shall impair any TOWN right or TOWN power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every TOWN right and TOWN power may be exercised from time to time as often as may be deemed expedient.

ARTICLE XXXII. TIMELINESS

The TOWN and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in as expeditious a manner as may be in accord with the nature of each Project.

ARTICLE XXXIII. PUBLIC ENTITY CRIME

Any person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the TOWN, nor be allowed to enter into a subcontract for work on this Agreement, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material representation. Any Agreement with the TOWN obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this Section shall be removed from the TASK ORDER and/or Services provided thereunder and promptly replaced by a sub-consultant acceptable to the TOWN.

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there Item C. no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

ARTICLE XXXV. AUTHORIZATION

Both the TOWN and CONSULTANT represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONSULTANT represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

ARTICLE XXXVII. GENDER NEUTRAL

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

ARTICLE XXXVIII. CONSTRUCTION

The TOWN and CONSULTANT acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

ARTICLE XXXIV. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365 Day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available business day which the TOWN is open for business to the public.

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any subcontractor.

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item C.

Notwithstanding any provision of this Agreement and/or any TASK ORDER issued hereunder the CONSULTANT and TOWN agree that the CONSULTANT is an independent contractor for all purposes and when performing any Services under this Agreement and/or any TASK ORDER(S) issued hereunder.

ARTICLE XXXXII. EXHIBITS

All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

The TOWN and CONSULTANT acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement and any and all TASK ORDER(S) issued hereunder be performed in accordance with the terms, covenants and conditions contained herein; and both the TOWN and CONSULTANT shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any TASK ORDER(S) issued hereunder if the CONSULTANT does not transfer the records to the public agency.
4. Upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement and/or any TASK ORDER(S) issued hereunder, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, TOWN CLERK, (863) 438-8330, EXT. 222,

If the CONSULTANT does not comply with a public records request, TOWN shall enforce the Agreement and/or any TASK ORDER(S) provisions which may include immediate termination of Agreement and/or any TASK ORDER(S) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

Item C.

Consultant:

[_____]
By: _____
_____, *Managing Member*

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE

Item C.

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

**MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR
ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING
PROFESSIONAL SERVICES BETWEEN THE TOWN OF DUNDEE, FLORIDA AND
CONSULTANT, CARTER AND KAYE ENGINEERING, LLC, CONTRACT
ADDENDUM**

This **Town of Dundee Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, Carter and Kaye Engineering, LLC, an active Florida limited liability company authorized to transact business in the State of Florida, Contract Addendum** (the “Addendum”) is agreed upon by the parties and appended to the agreement, deliverable, purchase, order, form, service, package and contract (collectively, the “Contract Documents”), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the “Town”) and the following Consultant (collectively, the “Parties”):

Consultant: **Carter and Kaye Engineering, LLC**
Kriss Kaye, Managing Member
137 5th Street NW
Winter Haven, Florida 33881

Name of Contract: *RFQ-23-01; AND MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES BETWEEN THE TOWN OF DUNDEE, FLORIDA AND CONSULTANT (hereinafter collectively referred to as the “Contract”).*

§ 1. Factual Recitals. The factual recitals and referenced exhibit(s) provided for by this Addendum are incorporated herein as true and correct statements which form a factual and material basis for the entry into and/or execution of the Contract which includes, but shall not limited to, this Addendum between the Consultant and Town, as follows:

(a) the Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

(b) pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

(c) Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorize the Town to enter into the Contract which includes, but is not limited to, this Addendum with the Consultant; and

(d) a copy of the Contract, which is fully-executed by the parties, is attached to this Addendum as **Composite Exhibit “A”** and made a part hereof by reference; and

(e) Consultant is an active *Florida Limited Liability Company* authorized to transact business in the State of Florida; and

(h) Consultant represents and warrants that it is authorized to transact business in the State of Florida; and

(i) Consultant and Town acknowledge, represent, and agree that the Town will be included and identified as an additional insured under any applicable Comprehensive General Liability policy and Automobile Liability Insurance policy related to the services which are the subject of the Contract and/or Contract Documents; and

(j) Consultant and Town acknowledge and represent that certain amendments to the Contract are desirable and necessary in order to ensure compliance with applicable Florida law; and

(k) Consultant acknowledges and agrees that this Addendum and the Contract are governed by Florida law; and

(l) Consultant and Town acknowledge and agree that the Consultant’s entry into the Contract (see **Exhibit “A”**) is contingent upon the terms and conditions set forth in this Addendum; and

(m) Consultant affirms, agrees, and represents that, in consideration for the Town’s payment(s) and entry into the Contract and this Addendum, Consultant agreed to perform any and all service(s) in accordance with Applicable Law which includes, but is not limited to, Chapters 119, 267 and 668 of the Florida Statutes (2023); and

(o) Consultant and Town acknowledge, affirm, and agree that the terms and conditions set forth in this Addendum governs the contractual relationship and, in the event of any conflict between this Addendum and the Contract (see **Exhibit “A”**), this Addendum is the controlling document; and

(q) Consultant acknowledges, agrees, and represents that, prior to executing this Addendum, it has reviewed this Addendum with its legal counsel and fairly negotiated this Addendum at arm’s length; and

(r) Town acknowledges that it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the Town of Dundee, Florida, to enter into the Addendum; and

(s) Consultant and Town acknowledge, represent, and agree that mutual consideration has been given herein in exchange for the entry into the Addendum.

§ 2. Definitions. Words used in this Addendum and/or Contract (see **Exhibit “A”**), as well as any and all attachment(s) and/or exhibit(s) incorporated herein and made a part hereof, shall possess their everyday and ordinary meaning(s), provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

(a) *“Applicable Law”* means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances, and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

(b) *“Town”* means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

(c) *“Effective Date”* means, for purposes of calculating time periods and the commencement of the Term of the Contract, the date on which the Contract is approved, at a duly notice public meeting of the Town Commission, and executed by the Town Commission or its authorized Town Representative.

(d) *“Term”* means the duration of the Contract which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in the Contract.

§ 3. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by the Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida. Notwithstanding anything in the Contract (see **Exhibit “A”**) to the contrary, whether expressly made or determined to exist by implication, the terms of this Addendum shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract.

§ 4. Governing Law; Home Venue Privilege.

The Contract and this Addendum (collectively referred to as the “Agreements”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the effective date of the Agreements, are the County Court in and

for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 5. Indemnification.

To the fullest extent permitted by Applicable Law, and in consideration of the amount stated on any Task Order, Consultant shall indemnify and hold harmless the Town of Dundee, Florida (the “Town”) and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreements and in each Task Order issued pursuant to the Agreements.

Without limiting the generality of the foregoing, the Town and the Consultant agree that, as used in this indemnification:

(a) the phrase “*liabilities, damages, losses, and costs*” shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Agreements, any Task Order issued pursuant to the Agreements, and any project, task or work performed hereunder;

(b) the phrase “*reasonable attorneys’ fees*” shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase “*negligence, recklessness, or intentionally wrongful conduct*” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Agreements, any Task Order issued pursuant to the Agreements, or in any project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Agreements or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or

for the Consultant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Consultant from the Town that such amount is due, be made by Consultant prior to the Town being required to pay same, or in the alternative, the Town, at the Town’s option, may make payment of an amount so due and the Consultant shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with §55.03, *Florida Statutes (2024)*, from the day of the Town’s payment.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

§ 6. Sovereign Immunity; Limitations of City’s Liability.

(a) Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreements shall be construed to waive the Town’s sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Consultant shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

(b) Notwithstanding any other provision set forth in the Contract, nothing contained in this Addendum shall be construed as a waiver of the Town’s right to sovereign immunity under Section 768.28, Florida Statutes (2023), or other limitations imposed on Town’s potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. As such, Town shall not be liable under the Agreements for punitive damages or interest for the period before judgment. **This Section shall survive termination of the Agreements.**

§ 7. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of “Force Majeure” and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force

Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 8. Assignment by Consultant.

The Agreements shall not be assigned by the Consultant, or any successor thereto, without the prior written consent of the Town which shall not be unreasonably withheld.

§ 9. Severability.

If any term, covenant, or condition of the Agreements or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of the Agreements or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of the Agreements shall be valid and enforced to the fullest extent permitted by law. The Town and Consultant further agree to reform the Agreements to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

§ 10. Construction.

The Town and Consultant acknowledge that the Agreements have been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein.

§ 11. Attorneys’ Fees.

In the event either the Town or the Consultant brings an action against the other to interpret and/or enforce the Agreements and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney’s fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

§ 12. Specific Modifications to Contract.

Without limiting the effectiveness of any of the foregoing provisions in this Addendum, the following specific modifications are made to the text of the Contract:

- (a) The definition of “*Indemnification*” is deleted from *Article I* of the Contract in its entirety.
- (b) *Article II* of the Contract is amended to read, as follows:

It being the intent of this Agreement to provide a general basis for performing architectural, engineering, planning, and various professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in compliance with the terms, conditions and covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in the Agreements, as related to a specific service, project, job and/or task(s) (hereafter referred to as the "TASK ORDER"). The Agreements shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of the Contract.

At the discretion of the Town Manager, the Agreements may be extended for an additional five (5), one (1) year term(s) for a total of ten (10) successive years without re-advertising under the Act. The above time periods may also be extended at the discretion of the Town Manager to complete any TASK ORDER(S) already in progress. For purposes of the Agreements, the phrase *in progress* shall be interpreted to mean that a TASK ORDER has been issued by the TOWN and accepted by the CONSULTANT.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Consultant:

Carter and Kaye Engineering, LLC

Executed this ____ day of _____, 2024

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____

My commission expires: _____

Town of Dundee, Florida:

Executed this ____ day of _____, 2024

By: _____
Samuel Pennant, Mayor

Attest:

Lita O’Neill, Town Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Town Attorney

SPACE FOR RECORDING:

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS WATER SUPPLY ALLOCATION AGREEMENT (the "Agreement") is made and entered into this 5th day of November, 2024, by and between AB Investments of Round Bay, an Florida Limited Liability Company, whose address is 5524 US 90 N, Loxley, Florida 32804 (the "OWNER"), and the TOWN OF DUNDEE, FLORIDA, a municipal corporation created under the laws of the State of Florida ("TOWN").

FACTUAL RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property. is ready, willing, and able to extend such service subject to the terms and conditions of those certain CONCURRENCY DEVELOPER'S AGREEMENTS (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property
6. TOWN is ready, willing, and able to extend such service subject to the terms and conditions of those certain CONCURRENCY DEVELOPER'S AGREEMENTS (collectively the "Agreements") entered into by the OWNER and TOWN regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.

- 7. The Agreements are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference.
- 8. OWNER is willing to agree to such water allocation.
- 9. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. FACTUAL RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the factual recitals are hereby adopted as the findings supporting the entry into this Agreement between the TOWN and OWNER.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District (“SWFWMD”) under consumptive use/water use permit numbers, as more particularly described in **Exhibit “B”** attached to and incorporated in this Agreement, (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 28,600 gallons per day (“GPD”). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement. The Town, upon credit or increase to the Town WUP from SWFWMD arising out of the transfer of the Wells, shall allocate and assign any increase or credit to the Town’s WUP to the Owner, or related entities, on a pro rata basis for the purpose of establishing concurrency for Owner’s projects located within the Town’s Chapter 180 Utility Service Area.

SECTION 3. RECORDING. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date on which the TOWN’s governing body approves this Agreement.

SECTION 5. COVENANT RUNNING WITH THE LAND. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. WATER SERVICE. Upon the receipt of a credit and/or increase in the permitted capacity of **Public Supply Water Use Permit** (No. 20005893.013) (the “Town WUP”) arising out of the transfers (see **Exhibit “B”**) which are the subject of this Agreement, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. **SEVERABILITY**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. **AUTHORITY TO EXECUTE AGREEMENT**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind the entity for which that person is signing.

SECTION 10. **CAPACITY**. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. **ARMS LENGTH TRANSACTION**. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. **AMENDMENT AND ASSIGNMENT**. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. **PUBLIC RECORDS**. The OWNER covenants and agrees to:

13.1 Keep and maintain public records required by the TOWN to perform in accordance with the terms of this Agreement.

13.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the OWNER does not transfer the records to the TOWN.

13.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the OWNER or keep and maintain public records required by the TOWN to perform the service. If the OWNER transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OWNER keeps and maintains public records upon completion of the Agreement and/or any Amendment(s)

issued hereunder, the OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 238, LONEILL@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the OWNER does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST:

**TOWN OF DUNDEE, FLORIDA, a
Florida municipal corporation**

Lita O'Neill
Town Clerk

Samuel Pennant
Mayor

Approved as to form and correctness:

Frederick J. Murphy, Jr.
Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared **SAMUEL PENNANT**, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the forgoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

My Commission expires:

Notary Public in and for the State of Florida at Large

OWNER Lee Sab
AG Investments of Polk County, LLC

By: LEE Saunders - member
Print Name:

Its: member

Date: 11/5/2024

[CORPORATE SEAL]

[Signature]
Witness signature

↑ Witness signature ↑
Print witness name: Jessica Brady

Pam Chaney
Witness signature

↑ Witness signature ↑
Print witness name: Pam Chaney

STATE OF FLORIDA
COUNTY OF Polk

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared Lee Saunders, as member of AG Investments of Polk County, LLC a PK to me well known and known to me to be the individual described in and/or produced PK as identification and who executed the forgoing instrument, and was authorized on behalf of said _____, a _____, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 7 day of November 2024.

My Commission expires:
HH562402

Pamela G. Chaney
Notary Public in and for the State of Florida at Large

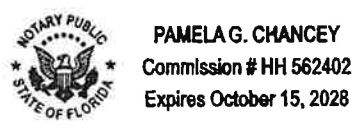


EXHIBIT "A"

LEGAL DESCRIPTION & DEPICTION OF PROPERTY

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION (OVERALL PARCEL)

A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 14'49"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway and the POINT OF BEGINNING; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06 '56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida, also being the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence S.88 degrees 25'09"W., on the North line of the said TWIN FOUNTAINS CLUB, INC. also being the South line of the Northwest 1/4 of said Section 2, a distance of 1284.78 feet to the POINT OF BEGINNING.

Parcel contains 87.60 acres, more or less.

SURVEYOR'S REPORT

1. This sketch not valid unless embossed or stamped with a surveyor's seal.
2. Underground encroachments such as utilities and foundations, that may exist, have nor been located.
3. Parcel numbers, owners name, address and zoning shown hereon obtained from the Polk County Property Appraisers web site.
4. This is NOT a Boundary Survey.
5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida.
6. Legal description shown hereon prepared by the undersigned surveyor.
7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W.

SURVEYOR'S CERTIFICATE

I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Florida Administrative Code.



Steven E. Semple
Professional Surveyor and Mapper No. 5489
State of Florida



PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A PROJECT # STALNAKER OVERALL
	SHEET NAME: SKETCH OF DESCRIPTION HILLS OF DUNDEE - OVERALL PARCEL POLK COUNTY, FLORIDA	DRAWN BY: BB DATE: 11/27/22
		REVISION DATE: 01/20/23 01/28/23 02/02/23

SKETCH OF DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY



NORTH

GRAPHIC SCALE



(IN FEET)
1 inch = 300' ft.

POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY AND THE SOUTH RIGHT OF WAY LINE OF STALNAKER ROAD

STALNAKER ROAD

RIGHT OF WAY (WIDTH VARIES)

POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27

SCENIC HIGHWAY (SR 17)

66' RIGHT OF WAY PER FDOT
RIGHT-OF-WAY MAP PROJECT NO. 5209, DATED JUNE 4, 1940

POINT OF BEGINNING

OVERALL PARCEL POINT ON THE EAST RIGHT OF WAY LINE OF SCENIC HIGHWAY

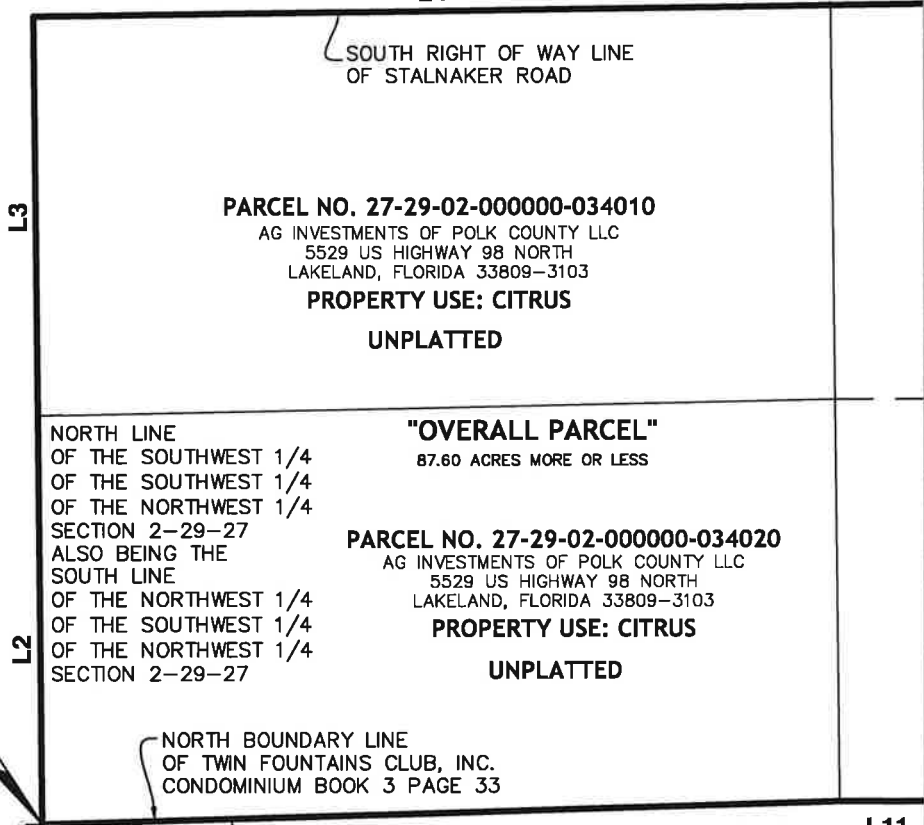
POINT OF COMMENCEMENT

OVERALL PARCEL SOUTHWEST CORNER OF THE NORTHWEST 1/4 SECTION 2-29-27
F.I.P. 1"
F.N&D. L.B. #7805
1.03' N
1.53' W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°25'09"E	33.00'
L2	N00°36'30"W	663.53'
L3	N00°36'30"W	648.41'
L4	N89°15'15"E	1285.32'
L5	S89°55'19"E	659.16'
L11	S89°55'32"W	1318.08'
L12	S88°25'09"W	1284.78'

LEGEND

- F.I.P. FOUND IRON PIPE
- L.B. LICENSE BUSINESS
- F.P.K.N. & D. FOUND P.K. NAIL AND DISK (NUMBER AS NOTED)



TWIN FOUNTAINS CLUB, INC.,
(CONDOMINIUM PLAT BOOK 3 PAGE 33)

NORTHEAST CORNER OF TWIN FOUNTAINS CLUB, INC. ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27

MATCH LINE "A" - (SEE SHEET 3 OF 3)

PREPARED BY:
ACCURATE SURVEYING OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
(813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR:
AG INVESTMENT OF POLK COUNTY LLC
5529 US HIGHWAY 98 N
LAKELAND, FLORIDA 33809-3103

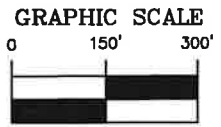
SHEET NAME: **SKETCH OF DESCRIPTION
HILLS OF DUNDEE - OVERALL PARCEL
POLK COUNTY, FLORIDA**

CREW CHIEF: N/A	PROJECT # STALNAKER OVERALL
DRAWN BY: BB	DATE: 11/27/22
CHECKED BY: D.J.B.	SHEET 2 OF 3
REVISION DATE: 01/20/23 01/28/23	

SKETCH OF DESCRIPTION

SECTION 2, TOWNSHIP 29 SOUTH, RANGE 29 WEST, POLK COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



(IN FEET)
1 inch = 300' ft.

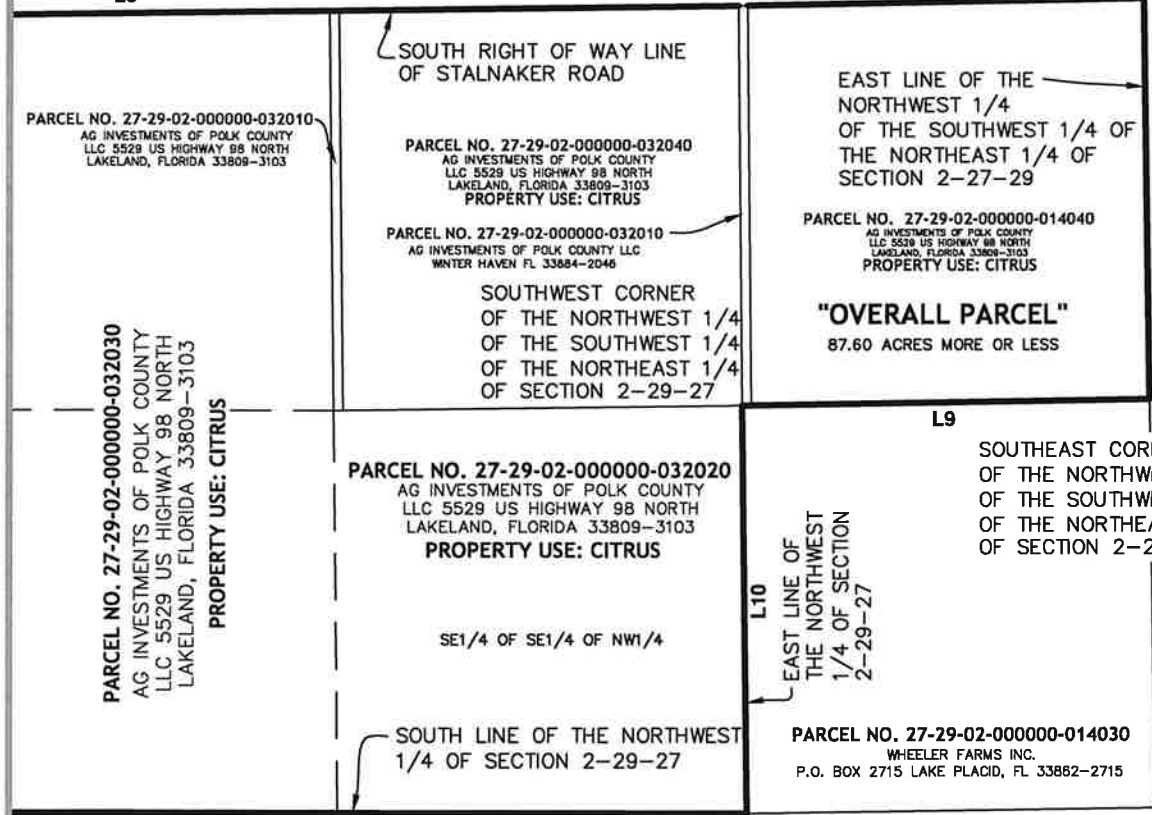
POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27

POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2-29-27 ALSO BEING A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2-29-27

POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2-29-27

STALNAKER ROAD
RIGHT OF WAY (WIDTH VARIES)

MATCH LINE "A" - (SEE SHEET 2 OF 3)



UNPLATTED
PARCEL NO. 27-29-02-000000-014010
S. & J. PARTNERSHIP
POST OFFICE BOX 321
HAWESVILLE, GA 30145-0321
PROPERTY USE: CITRUS W/MISC. IMP.

UNPLATTED
PARCEL NO. 27-29-02-000000-041000
SCHOOL BOARD OF POLK COUNTY
FUTURE SITE HIGH SCHOOL SCENIC
HWY P.O. BOX 391 BARTOW, FL 33831-0391

SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 2-29-27

SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2-29-27

SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2-29-27 N.C.F.

LINE TABLE		
LINE	BEARING	LENGTH
L5	S89°55'19"E	659.16'
L6	S89°55'19"E	659.16'
L7	S88°57'38"W	657.30'
L8	S00°47'33"E	650.30'
L9	S89°06'56"W	656.30'
L10	S00°33'42"E	663.54'
L11	S89°55'32"W	1318.08'

PREPARED BY:
ACCURATE SURVEYING OF FLORIDA, INC.
4206 NATIONAL GUARD DRIVE
PLANT CITY, FLORIDA 33563
(813) 645-2300
LICENSE BUSINESS NO. 8211

PREPARED FOR:
AG INVESTMENT OF POLK COUNTY LLC
5529 US HIGHWAY 98 N
LAKELAND, FLORIDA 33809-3103

SHEET NAME: **SKETCH OF DESCRIPTION**
HILLS OF DUNDEE - OVERALL PARCEL
POLK COUNTY, FLORIDA

CREW CHIEF: **N/A**
PROJECT # **STALNAKER OVERALL**

DRAWN BY: **BB**
DATE: **11/27/22**

CHECKED BY: **D.J.B.**
SHEET **3** OF **3**

REVISION DATE:
01/20/23
01/28/23

Report Cover Page

Selection Criteria:

- Permit Number: 175
- Permit Revision: 8
- Report Name: WUP File of Record Report

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

Report Generation Date: October 17, 2024

Permit #:	175108															
Permit Dept:	Barrow															
Permittee Name:	Ag Investments (I) Polk County, LLC Ann L. Saunders															
Address:	5529 E. S. Hwy 98 N Labeland, FL 32009 (904) 439-5686															
Phone:	Small General															
Type:	Letter Modification															
Class:	Clay Road Groves, LLC															
Project Name:																
Acre:	<table border="1"> <tr> <td>() Ined</td> <td>31.00</td> </tr> <tr> <td>() nrolled</td> <td></td> </tr> <tr> <td>erled</td> <td></td> </tr> <tr> <td>Leased</td> <td></td> </tr> <tr> <td>Total</td> <td>31.00</td> </tr> </table>	() Ined	31.00	() nrolled		erled		Leased		Total	31.00					
() Ined	31.00															
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Leased																
Total	31.00															
Total Quantities:	<table border="1"> <tr> <td>Permitted</td> <td>28,600</td> <td>38,900</td> <td>174,100</td> <td>1,804,300</td> </tr> <tr> <td>Requested</td> <td>29,500</td> <td>Not Specified</td> <td>180,400</td> <td>360,000</td> </tr> <tr> <td></td> <td>Wg GPD</td> <td>Avg Drough GPD</td> <td>Peak GPD</td> <td>Max GPD</td> </tr> </table>	Permitted	28,600	38,900	174,100	1,804,300	Requested	29,500	Not Specified	180,400	360,000		Wg GPD	Avg Drough GPD	Peak GPD	Max GPD
Permitted	28,600	38,900	174,100	1,804,300												
Requested	29,500	Not Specified	180,400	360,000												
	Wg GPD	Avg Drough GPD	Peak GPD	Max GPD												
Feed Use Type:	Agricultural															
W.C.A.:	Southern Water Use (a) Non Area															
Basin:	Peace River															
County:	Polk															
Referencing:	<table border="1"> <tr> <td>Range</td> <td>27</td> </tr> <tr> <td>Section(s)</td> <td>02</td> </tr> </table>	Range	27	Section(s)	02											
Range	27															
Section(s)	02															

Well ID	Well Name	Well Type	Well Status	Well Function	Well Category	Well Depth	Well Diameter	Well Construction	Well Completion	Well Production	Well Injection	Well Monitoring
1	Agrihood	Agrihood	28 GPD	18.900	174.100	174.100	28 GPD	18.900	174.100	174.100	28 GPD	18.900
<p>Well Type: Withdrawal of Groundwater Well Status: Existing Well Function: Irrigation Well Category: Agricultural Well Depth: 215 Well Diameter: 18 Well Construction: 18 Well Completion: 18 Well Production: 28 GPD Well Injection: 18.900 Well Monitoring: 18.900</p>												
<p>Well Casing: Irrigation Well Completion: No Further Info Necessary</p>												



WF File of Record Report
 Permit: 175.8



CONCURRENCY DEVELOPER’S AGREEMENT

THIS CONCURRENCY DEVELOPER’S AGREEMENT (“Agreement”) is made this 5TH day of November, 2024 by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the “Town”), and **AG Investments of Polk County, LLC**, a Florida limited liability company authorized to transact business in the State of Florida (the “Developer”).

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, the Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number(s): 272902-000000-014020, 272902-000000-014040, 272902-000000-032010, 272902-000000-032020, 272902-000000-032030, 272902-000000-032040, 272902-000000-034010, and 272902-000000-034020 which totals approximately 87.06 +/- acres (the “Property”); and

WHEREAS, the Developer is pursuing residential development of the Property; and

WHEREAS, the Hills of Dundee Subdivision development (the “Development”) which is located within the municipal boundaries of the Town is proposed to be developed on the Property; and

WHEREAS, the Public Supply Water Use Permit for the Town (the “Town WUP”), Water Use Permit No. 20005893.012, authorizes the withdrawal of 917,500 gallons per day; and

WHEREAS, pursuant to the Town WUP, the Town does not have the permitted capacity to necessary to support the potable water needs and/or demands for the Development; and

WHEREAS, Town and Developer acknowledge and agree that the Town is currently unable to provide allocable water capacity for the Development; and

WHEREAS, pursuant to applicable provisions of the Code of Ordinances of the Town of Dundee and Town of Dundee Land Development Code, the Town and Developer acknowledge and agree that the facilities and services needed to support the Development are not available; and

WHEREAS, Town and Developer acknowledge and agree that, pursuant to Section 7.02.03 of the Town Code, a development order and/or development permit will not be approved for the Development unless a satisfactory concurrency evaluation has been performed in accordance with Section 6.01.00 of the Town Code; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the “Code”), the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility

service to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement may be required prior to approval(s) in order to provide for the necessary expansion of the Town's water treatment facilities to serve the Development; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC, the Town and Developer acknowledge and agree that any Town approval(s) will not create a reservation of potable water plant or network capacity, or a commitment to provide service; and

WHEREAS, Town and Developer acknowledge and agree that, on August 23, 2022, at a duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission considered and approved the Interlocal Agreement For The Interconnection of Potable Water Between The City of Winter Haven, Florida, And The Town of Dundee, Florida (the "Interconnect Agreement"); and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-10* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, residential site plan(s), residential subdivision plat(s), building permits, construction plan(s), planned developments, master planned communities, development order(s), development permit(s), amongst others; and

WHEREAS, Developer acknowledges, represents, and agrees that it accepts any and all of the risk(s) related to proceeding with the Development; and

WHEREAS, Town acknowledges and agrees that the Developer holds fee simple title to an agricultural well (the "Well"); and

WHEREAS, the Well has been issued a water use permit granted by the Southwest Florida Water Management District ("SWFWMD"), Water Use Permit No. 175.008 (the "Developer WUP"); and

WHEREAS, a copy of the Developer WUP is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, the Well provides irrigation water for agricultural uses on 31 +/- acres of real property which includes, but is not limited to, the Property; and

WHEREAS, Developer offered and agreed to cooperate with the Town and SWFWMD in transferring the Well and any capacity related thereto to the Town; and

WHEREAS, Town and Developer agree to enter into a Water Supply Allocation Agreement (the "Allocation Agreement") to facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town; and

WHEREAS, Town and Developer acknowledge and agree that, upon receiving a credit or increase to the Town's WUP from SWFWMD arising out of the transfer of the Developer WUP and/or closing of the Well, any increase or credit to the Town's WUP will be allocated to the Development on a pro-rata basis; and

WHEREAS, on _____, 2024, the Town of Dundee Town Commission, at a duly noticed public meeting, approved this Agreement with Developer; and, as a condition precedent to its entering into this Agreement, the Developer and its successors and permitted assigns agreed to indemnify and hold harmless the Town, its elected and appointed officials, employees and agents from any and all damages, claims, and/or other liabilities arising out of the Town's inability to provide allocable water capacity for the Development, and any subject covered by this Agreement; and

WHEREAS, Developer and its successors and assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys' fees and costs) related to and/or arising out of this Agreement, the Allocation Agreement, and the transfer of the Well to the Town; and

WHEREAS, Developer acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, The parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, The parties agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, The Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. RECITALS. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Developer.

SECTION 2. PURPOSE. The purpose of this Agreement is to acknowledge and memorialize that as of the Effective Date (as defined in 3.12 of this Agreement) of this

Agreement, the Town (as defined in 3.2 of this Agreement) performed a concurrency evaluation and determined that it does not have the necessary public facilities and services needed to support the Development (as defined in 3.11 of this Agreement). Subject to Applicable Law (as defined in 3.1 of this Agreement) which includes, but shall not be limited to, *Town of Dundee Ordinance No. 24-10*, this Agreement shall establish certain respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in 3.11 of this Agreement) and concurrency approval for same.

SECTION 3. DEFINITIONS. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

3.1 “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

3.2 “*Town*” means the Town of Dundee, Florida.

3.3 “*Dundee Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Dundee Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.4 “*Developer*” means **AG Investments of Polk County, LLC**, a Florida limited liability company authorized to transact business in the State of Florida, and any and all of the successors and permitted assigns of **AG Investments of Polk County, LLC**.

3.5 “*Developer Representative*” any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

3.6 “*Town Code*” means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

3.7 “*Day(s)*” means calendar day unless specifically stated otherwise.

3.8 “*Calendar Day(s)*” means all days in a 365-day calendar year.

3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

3.10 “Town Commission” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee.

3.11 “Development” means the design, construction, paving, maintenance and improvements performed by the Developer for the **Hills of Dundee Subdivision** which are the subject of this Agreement and related to and/or arising out of the **Hills of Dundee Subdivision** and/or located on, over, under and across the Property.

3.12 “Effective Date” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which the Town Commission, at a duly noticed public meeting, approves and executes this Agreement.

3.13 “Term” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in **SECTION 16** of this Agreement.

SECTION 4. OBLIGATIONS. The parties’ obligations pursuant to this Agreement are stated below:

4.1 Town Obligations.

4.1.1 Pursuant to the Town Code (as defined by 3.6 of this Agreement) and Applicable Law (as defined by 3.1 of this Agreement), the Development (as defined by 3.11 of this Agreement) shall be subject to development review by the Town in accordance with the development conditions and regulations set forth by the Town Code, Applicable Law, and *Town of Dundee Ordinance No. 24-10*.

4.1.2 To the extent applicable, the Town shall negotiate and enter into a separate Water Supply Allocation Agreement (the “Allocation Agreement”) with the Developer (as defined by 3.4 of this Agreement).

4.1.3 The Town, upon entering into a separate Allocation Agreement with the Developer and receiving a credit or increase to the Public Supply Water Use Permit (No. 20005893.012) (the “Town WUP”) from SWFWMD arising out of the transfer of the Well and/or the Developer’s Water Use Permit (No. 175.008) (the “Developer WUP”), shall allocate and assign any increase or credit to the Town’s WUP will be allocated to the Development on a pro-rata basis.

4.2 Developer Obligations.

4.2.1 Pursuant to the Town Code and Applicable Law (as defined by 3.1 of this Agreement), the Developer (as defined by 3.4 of this Agreement) shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by 3.11 of this Agreement).

4.2.2 Pursuant to Section(s) 54-5 and 6.01.07.04 of the Town Code, any new development or improvement located on any parcel of land within the municipal boundaries of the Town or within the Town’s water and wastewater service area, shall be required to connect to the Town’s water and wastewater system at the time of development.

4.2.3 If mutually determined by the Town and Developer to be applicable, the Developer (as defined by 3.4 of this Agreement) shall negotiate and enter into a separate Allocation Agreement with the Town; and, by entering into the Allocation Agreement, the Developer shall facilitate the transfer the Well, in accordance with the rules, regulations and requirements set forth by the SWFWMD, and any pro-rata share of the capacity attributable to the Well to the Town.

4.2.4 Developer (as defined by 3.4 of this Agreement) releases, acquits and forever discharges the Town, its elected and appointed officials, employees, and agents of and from any and all known or unknown claims, causes of action, suits, debts, dues, sums of money, damages, judgments, and demands whatsoever, in law or in equity, which Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents by reason of any matter, cause or thing, from the beginning of the world until the date on which this Agreement is terminated and/or expires, which are specifically arising out of the Development. This Release includes, but is not limited to, any case, lien, suit and/or cause of action, including reasonable attorney’s fees both trial and appellate, and all other claims Developer ever had, now has or hereinafter can, shall or may have against the Town, its elected and appointed officials, employees, and agents whether arising out of tort, contract, equity, constitution, statute, or other theory of recovery, and whether for compensatory, punitive damages, or for equitable relief which Developer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way growing out of, or which is the subject of the provisions set forth by this Agreement and specifically arising out of the Development.

4.2.5 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

4.2.6 The obligations of the Developer shall survive the termination of this Agreement.

SECTION 5. DEVELOPER’S ACKNOWLEDGMENT OF RISK.

5.1 The Developer acknowledges, represents, and warrants that as of the Effective Date (as defined by 3.12 of this Agreement) the facilities and services needed to support the Development (as defined by 3.11 of this Agreement) are not available concurrently with the impacts of the Development.

5.2 The Developer acknowledges, accepts, and assumes the risk(s) arising out of the Developer proceeding with the Development; and, by entering into this Agreement, the Town does not guarantee the availability of allocable potable water capacity for the Development.

SECTION 6. FURTHER ASSURANCES. Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

SECTION 7. BINDING EFFECT. Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and

applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by 3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by 3.1 of this Agreement).

SECTION 8. MERGER. This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the subjects covered and/or described herein.

SECTION 9. NO EFFECT ON CODE VIOLATIONS; NO CONTRACT ZONING. This Agreement shall not be interpreted to condone, authorize or permit any violation of the Town Code or Applicable Law (as defined by 3.1 of this Agreement). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

SECTION 10. TOWN'S POLICE POWERS. The Developer (as defined by 3.4 of this Agreement) acknowledges and understands that the Town (as defined by 3.2 of this Agreement) is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. While the Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith. As such, this Agreement shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

SECTION 12. NOTICES. All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

TOWN: TOWN OF DUNDEE
Attn: Tandra Davis, Town Manager
PO Box 1000
105 Center Street
Dundee, FL 33838-1000

Attention: Town Manager

With a copy to (*which shall not constitute notice*):

Frederick J. Murphy, Jr.
Town Attorney, Town of Dundee
PO Drawer 30
245 South Central Avenue
Bartow, FL 33830

DEVELOPER: AG INVESTMENTS OF POLK COUNTY, LLC
5529 US HWY 98 N
LAKELAND, FL 33809

With a copy to (*which shall not constitute notice*):

MILLER TROIANO, PA
2323 S. FLORIDA AVE
LAKELAND, FL 33803

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

SECTION 13. MISCELLANEOUS PROVISIONS.

13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

13.4 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by 3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

13.5 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

13.6 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the parties hereto and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

13.7 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

13.8 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

13.9 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Town (as defined by 3.2 of this Agreement) and Developer (as defined by 3.4 of this Agreement) and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party.

13.10 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

13.11 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

13.12 **Compliance with Applicable Law.** The Developer (as defined by 3.4 of this Agreement) shall comply with Applicable Law (as defined by 3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

13.13 **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

13.14 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written

consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

13.15. **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

SECTION 14. PUBLIC RECORDS. The Developer covenants and agrees to:

14.1 Keep and maintain public records required by the Town to perform in accordance with the terms of this Agreement.

14.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the Town.

14.4 Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Developer or keep and maintain public records required by the Town to perform the service. If the Developer transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS, LITA O’NEILL, AT 863-438-8330, EXT. 258, Loneill@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Developer does not comply with a public records request, the Town shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

SECTION 15. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the Town’s sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

SECTION 16. TERMINATION AND REMEDIES.

16.1 This Agreement shall remain in effect until the completion of the Development (as defined by 3.11 of this Agreement); and, on or before the effective date of the termination of this Agreement, the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement shall be required to be in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code (as defined by 3.6 of this Agreement). In the event the Development (as defined by 3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 17. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

SECTION 18. JURY TRIAL. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 19. DUTY TO COOPERATE IN GOOD FAITH. The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

SECTION 21. STATE LAW COMPLIANCE. The following provisions are included to comply with Florida State Statutes:

- (a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, DEVELOPER certifies that it does not and did not at any time since the submission of a response to the TOWN'S initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. DEVELOPER understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN'S option if the DEVELOPER is found to have submitted a false certification.
- (b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing the Agreements, DEVELOPER certifies that it is not on the convicted vendor list.
- (c) ***Drug-Free Workplace.*** By executing the Agreement(s), DEVELOPER certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- (d) ***E-Verify.*** By entering into the Agreement(s), DEVELOPER becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the DEVELOPER and any subcontractor hired by the DEVELOPER. If the DEVELOPER enters into a contract with a subcontractor, the subcontractor must

provide the DEVELOPER with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreement(s), or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) Calendar Days after the date of termination. If the Agreement(s) are terminated for a violation of the statute by the DEVELOPER, the DEVELOPER may not be awarded a public contract for a period of one (1) year after the date of termination.

- (e) ***No Consideration of Social, Political, and Ideological Interests.*** DEVELOPER acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. DEVELOPER affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the DEVELOPER'S social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreement(s).
- (f) ***Contracting with Foreign Entities.*** By executing the Agreement(s), DEVELOPER certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, DEVELOPER certifies that no government of a Foreign Country of Concern has a "controlling interest" in DEVELOPER as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the DEVELOPER organized under the laws of a Foreign Country of Concern, nor does the DEVELOPER have its principal place of business located in a Foreign Country of Concern. If the Agreement(s) permit the DEVELOPER to access the personal identifying information of any individual, DEVELOPER agrees to notify the TOWN in advance of any contemplated transaction that would cause DEVELOPER to be disqualified from such access under Section 287.138 of the Florida Statutes. DEVELOPER agrees to furnish the TOWN with an affidavit signed by an officer or representative of the DEVELOPER under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.
- (g) ***Human Trafficking Affidavit.*** Developer shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the services hereunder.

SECTION 22. RECORDATION. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.

The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:

Developer:

[AG INVESTMENTS OF POLK COUNTY, LLC]

By: [Signature]
LEE SAUNDERS, Member

[Signature]
Witness Jessica Brady

[Signature]
Witness Tom Chaney

NOVEMBER 7, 2024
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 7 day of November, 2024, by Lee Saunders, as member on its behalf, who is personally known to me or who has produced PK as identification.



PAMELA G. CHANCEY
Commission # HH 562402
Expires October 15, 2028

[Signature]
Notary Public, State of Florida
Printed Name: Pamela G. Chaney
My commission expires: 10-15-2028

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

VENDOR: AG INVESTMENTS OF POLK COUNTY, LLC

Executed this 5th day of November, 2024.

By: [Signature]
Name: KE SAUNDERS
Title: member

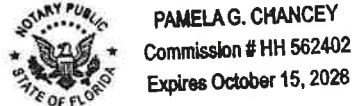
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 7 day of November, 2024, by KE SAUNDERS, as member of AG Investments of Polk who is personally known to me, or produced _____ as identification.

[Signature]
Notary Public Signature
Print Notary Name: Pamela G Chancey
My commission expires: _____

[AFFIX NOTARY SEAL]





TOWN COMMISSION MEETING

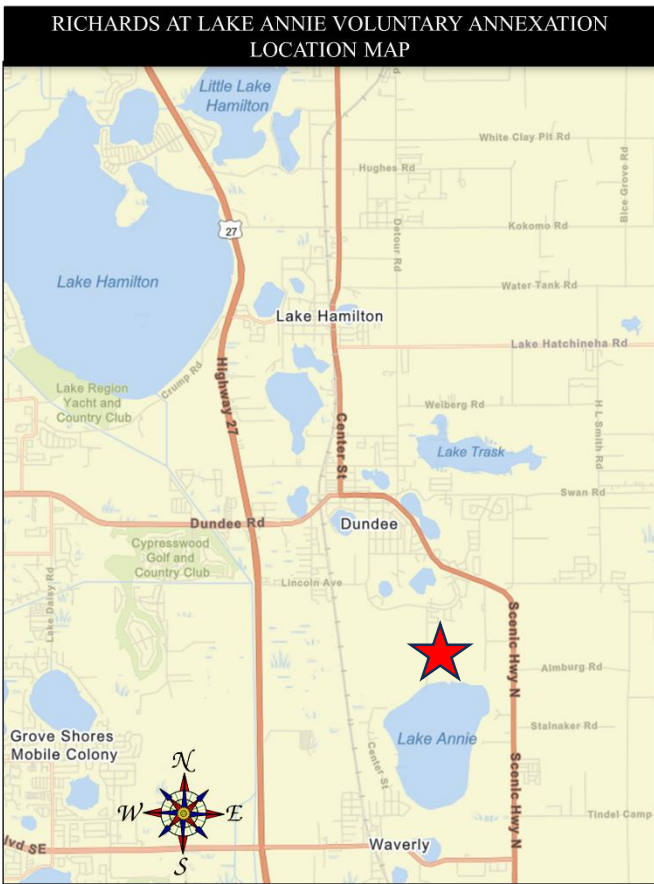
November 12, 2024 at 6:30 PM

Item 1.

AGENDA ITEM TITLE:	Ordinance 24-11, Richards at Lake Annie Voluntary Annexation
SUBJECT:	The Town Commission will hear the 1st reading of Ordinance 24-11
STAFF ANALYSIS:	The general location of the proposed land to be annexed is south of Camp Endeavor Blvd., west of Scenic Hwy. N (S.R. 17), east of Hwy. 27, and north of Waverly Rd. and consists of three parcels: 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410. The proposed area consists of approximately 67.8 +/- acres.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval of Ordinance 24-11 to move on to 2 nd reading, the public hearing of Ordinance 24-11. Public hearing date December 10, 2024
ATTACHMENTS:	Staff Report Ordinance 24-11

Town of Dundee Town Commission Staff Report Richards at Lake Annie Voluntary Annexation

To:	Town of Dundee Town Commission
Agenda Date:	November 12, 2024
Department:	Planning and Zoning
Request:	The Town will consider first reading of Ordinance 24-11 Richards at Lake Annie Voluntary Annexation
Applicant:	Benjamin E. Crosby
Property Owner:	Richards Restaurants, Inc
Location:	Located in the Town of Dundee
Area Size & Parcel Number(s)	67.8 +/- acres, 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410
Staff Recommendation (DRC):	Approval to move forward to second reading
Prepared By:	Lorraine Peterson, Development Director



Town of Dundee
Town Commission Staff Report
Richards at Lake Annie Voluntary Annexation

STAFF ANALYSIS:

The Town of Dundee has received a petition for voluntary annexation by the applicant Benjamin E. Crosby. and owner Richards Restaurants, Inc.

The general location of the proposed land to be annexed is south of Camp Endeavor Blvd., west of Scenic Hwy. N (S.R. 17), east of Hwy. 27, and north of Waverly Rd. and consists of three parcels: 272834-830000-000353, 272834-853000-000353, and 272834-853000-000410. The proposed area consists of approximately 67.8 +/- acres.

The proposed Ordinance 24-11 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on December 10, 2024.

CONCURRENCY:

Potable Water-

- There is an 8” water main on the westside of AT Race Road (0.37 miles north)
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

Sanitary Sewer-

- There is an 8” gravity main on the westside of AT Race Road (0.37 miles north)
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

Solid Waste-

- The Town of Dundee will be the service provider.
- There is available landfill capacity for solid waste for the next 65 years at 3.47lbs pcd.

Parks, Recreation and Open Spaces-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mabel Loop Rd. and Lake Trask Rd. The park consists of the following:
 - Three 200-foot and one 300-foot lit baseball fields
 - Basketball court
 - Racquetball court

Town of Dundee
Town Commission Staff Report
Richards at Lake Annie Voluntary Annexation

- Football/Soccer fields
- Two sand volleyball courts
- Five horseshoe pits
- Seven small picnic pavilions
- Nearly mile long jogging and walking trail with 14 fitness stations
- Four press boxes
- Seating for 200
- Two playgrounds with rubberized surfaces

Roads-

- Campbell Road
 - local road, urban minor collector road, unpaved
- AT Race Road
 - local road, urban minor collector, unpaved road,
- Scenic Hwy. (S.R. 17)
 - state road, urban collector, current LOS B, paved road, 30'wide road, link (Waverly Rd to Main St. @ Center St 5206N and 5206S)
 - Available peak hour capacity is 640 going north and 640going south.

Sources: 2022 Roadway Network Database-TPO and TOD Townwide Traffic Analysis

Town of Dundee
 Town Commission Staff Report
 Richards at Lake Annie Voluntary Annexation

SURROUNDING USES:

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest Town of Dundee FLU: Low Density Residential Zoning: RSF-2 Modern-Density Single Family Residential	North Town of Dundee FLU: Low Density Residential Zoning: RSF-2 Modern- Density Single Family Residential	Northeast Town of Dundee FLU: Low Density Residential Zoning: RSF-1 Low Density Single Family Residential
West Polk County FLU: A/RR (Agricultural Rural Residential Single Family Home	Subject Site Polk County FLU: A/RR (Agricultural Rural Residential)	East Polk County FLU: A/RR (Agricultural Rural Residential) Single Family Home
Southwest Town of Dundee FLU: Water Bodies Zoning: Water Bodies Lake Annie	South Town of Dundee FLU: Water Bodies Zoning: Water Bodies Lake Annie	Southeast Town of Dundee FLU: Water Bodies Zoning: Water Bodies Lake Annie

Source: Central Florida Regional Planning Council, Florida Department of Transportation, Polk County Property Appraiser, Town of Dundee and site visit by Town staff

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 24-11 to move on to second reading the public hearing of Ordinance 24-11.

Town of Dundee
Town Commission Staff Report
Richards at Lake Annie Voluntary Annexation

Attachments:

Ordinance 24-11

MOTION OPTIONS:

1. I move the Town Commission **approve Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.

2. I move the Town Commission **approve with conditions Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.

3. I move the Town Commission **deny Ordinance 24-11 at second reading/public hearing**, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby.

Town of Dundee
Town Commission Staff Report
Richards at Lake Annie Voluntary Annexation

Ordinance 24-11

Space for Recording

ORDINANCE NO. 24-11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REDEFINING THE BOUNDARIES OF THE TOWN OF DUNDEE TO INCLUDE SAID PROPERTY; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-10* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of residential applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the Moratorium and legislative findings, which constitute a material basis for the Town's adoption of the Moratorium, the purpose of the Moratorium is to implement a temporary cessation on the acceptance and processing of applications for *residential development orders* and *residential development permits* for real property located within the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on or about February 23, 2024, pursuant to Section 171.044, Florida Statutes (2024), the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, submitted an applicant-initiated petition (the "Petition") to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida; and

WHEREAS, a copy of the Petition is attached hereto as **Composite Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to the *Articles of Incorporation of Richards Restaurants, Inc.* (the "Articles"), **Richards Restaurants, Inc.**, is formed for the purpose of engaging in the business of human food consumption, both wholesale and retail, and the operation and management of restaurants and/or any interest therein, amongst others; and

WHEREAS, copies of the State of Florida, Division of Corporations, Detail by Entity Name for Richards Restaurants, Inc., and the Articles are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, pursuant to the terms and conditions set forth in the Moratorium, the Moratorium does not apply to *any* development in the *General Retail Commercial (CC)*, *Highway Commercial (CH)*, and *Service Commercial (CS)* zoning districts; and

WHEREAS, on January 25, 2022, the Town entered into that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida* (the "ROW Agreement"); and

WHEREAS, pursuant to the ROW Agreement and applicable County Deed, Polk County retained ownership of a portion of Campbell Road in order to ensure uninterrupted access to the boat ramp located immediately adjacent to the real property which is the subject of this Ordinance; and

WHEREAS, copies of the ROW Agreement and applicable County Deed are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

WHEREAS, pursuant to Section 171.044 of the Florida Statutes, the real property which is the subject of this Ordinance is *reasonably compact* and *contiguous* to the corporate limits of the Town of Dundee, Florida; and the subject real property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, on December 10, 2024, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town Commission voted to approve the applicant-initiated request for voluntary annexation as set forth in this **Ordinance No. 24-11**; and

WHEREAS, on December 10, 2024, the Town Commission, at a duly notice public meeting, found that the approval of this **Ordinance No. 24-11** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Ordinance No. 24-11** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Ordinance No. 24-11** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Voluntary Annexation Petition.

Pursuant to Section 171.044, Florida Statutes (2024), the *applicant-initiated* petition to voluntarily integrate territory into the corporate limits of the Town of Dundee, Florida, is attached hereto as **Composite Exhibit “A”** and incorporated herein by reference.

Section 3. Annexation.

The Town Commission of the Town of Dundee, Florida, does hereby annex into the corporate limits of the Town of Dundee, Florida, the real property as legally described and depicted (i.e., location map) in **Composite Exhibit “D”** attached hereto and made a part hereof by reference.

This **Ordinance No. 24-11** shall be subject to that certain *Agreement For Transfer of Public Roads between The Town of Dundee, Florida and Polk County, Florida For Campbell Road From The North Boundary of The County Boat Ramp Property North to Camp Endeavor Boulevard in Dundee, Florida*, and applicable County Deed (collectively referred to as the “ROW Agreement”) which are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference.

As a condition of approval for this **Ordinance No. 24-11**, the owner/applicant, **Richards Restaurants, Inc.**, an active Indiana corporation authorized to transact business in the State of Florida, and any and all assignees and/or successors-in-interest to same shall perform any further act(s) necessary to ensure uninterrupted access to the Boat Ramp Property which is depicted and identified in the ROW Agreement (see **Composite Exhibit “C”**).

Section 4. Conflicts.

All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided, however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the *Town of Dundee Land Development Code* (LDC) unless such repeal is explicitly set forth herein.

Section 5. Severability.

The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions

of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Administrative Correction of Scrivener's Errors and Codification.

It is the intention of the Town Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of the Town of Dundee, Florida.

Pursuant to Section 171.044, Florida Statutes (2024), within seven (7) days after this **Ordinance No. 24-11** is passed and adopted by the Town Commission, copies of this **Ordinance No. 24-11** shall be filed with the Clerk of the Circuit Court in and for Polk County, Florida; Polk County, a pollical subdivision organized and existing under the laws of the State of Florida; and the Department of State. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Business Impact Estimate.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance. Section 166.041(4)(c)1, as amended, provided that municipal ordinances enacted to implement Part II of Chapter 163, Florida Statutes, were not subject to the *business impact estimate* requirement.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023), by creating express exclusion(s) for *comprehensive plan* and *land development regulation amendments* initiated by an application by a private party other than the municipality.

In this instance, this Ordinance is enacted pursuant to an applicant-initiated request to amend the corporate limits of the Town of Dundee, Florida for municipal ordinances enacted to implement *development orders* and *development permits*, as defined by Section 163.3164, Florida Statutes (2024) and certain amendments to the Town of Dundee 2030 Comprehensive Plan which are *applicant-initiated*.

In this instance, **Ordinance No. 24-11** arises out of an *applicant-initiated* request for voluntary annexation of certain real property into the corporate limits of the Town of Dundee, Florida. **Ordinance No. 24-11** is an official action of the Town Commission which enables the Town to issue development approval(s) and permit(s) for the development of the subject real property; and, at the same time, **Ordinance No. 24-11** operates to amend the legal description for the Town's corporate limits and Future Land Use Map (FLUM) element of the Town of Dundee 2030 Comprehensive Plan. As such, pursuant to applicable Florida law, this **Ordinance No. 24-11** is exempt and does not require a business impact estimate.

Section 8. Effective Date.

This **Ordinance No. 24-11** shall become effective upon passage by the Town Commission of the Town of Dundee, Florida, immediately following second reading and adoption public hearing.

INTRODUCED AND PASSED, on First Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 12th day of November, 2024.

PASSED AND DULY ADOPTED, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 10th day of December, 2024.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Lita O'Neill

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

**Ordinance No. 24-11
Exhibit "A"**

Applicant-Initiated Annexation Petition

**Ordinance No. 24-11
Exhibit "B"**

Entity Details and Articles of Incorporation

**Ordinance No. 24-11
Exhibit "C"**

ROW Agreement and County Deed

**Ordinance No. 24-11
Exhibit "D"**

**Metes and Bounds Legal Description
and Aerial Depiction(s) of Annexation Boundary**

EXHIBIT A

Item 1.



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

SITE INFORMATION

Project Name: _____

Parcel I.D.#: 27-28-34-853000-000353, 27-28-34-853000-000391, 27-28-34-853000-000410

Site Address or General Location: 0 SCENIC HWY N

Present Use of the Property: Citrus Grove

Existing Structures Located on the Site: Pole Barn

Total Acreage: 67.5 Number of Residents on Site: 0

Legal Description of the Property: _____

PROPERTY OWNER:

Name: Richards Restaurants, Inc

Mailing Address: 8341 N 400 E

City: BRYANT State: IN Zip: 47326-9003

Home/Mobile Phone: 260-997-6823 Email Address: C.loy@richardsrestaurants.com

APPLICANT/AGENT:

Name: Benjamin E Crosby

Mailing Address: 141 5th St NW Ste 202

City: Winter Haven State: FL Zip: 33881

Home/Mobile Phone: 863-412-8977 Office: 863 293 5600

Email Address: ben@crosbydirt.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: _____
Project ID Number: _____
Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Donald Strong being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS

Donald Strong
Signature of Owner

Signature of Owner

Donald Strong /
Printed Name/Title of Owner

Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA ~~Indiana~~
COUNTY OF POLK ~~Adams~~

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 23rd day of February, 2024, by, as, on its behalf, who is personally known to me or who has produced IN Drivers license as identification.

VANESSA M MAYER
NOTARY PUBLIC

Notary Public, State of Florida Indiana

Seal
State of Indiana
Commission Number NP0741526
Commission Expires 05/31/2030

Vanessa Mayer
Printed Name

My commission expires: 5/31/2030

Vanessa Mayer



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Benjamin E Crosby being duly sworn, depose and say that (I) (we) serve as AGENT for the owner(s) (agent or lessee) in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other information attached hereto present the arguments in behalf of the petition herein requested to the best of (my) (our) ability and that the statements and information above referred to are in all respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)

<u>[Signature]</u>	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
<u>Benjamin Crosby</u>	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)
_____	_____
Signature of Agent, Lessee, or Buyer(s)	Signature of Agent, Lessee, or Buyer(s)
_____	_____
Printed Name of Agent, Lessee, or Buyer(s)	Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 1 day of March, 2024, by, as, on its behalf, who is personally known to me or who has produced FLDL as identification.



Notary Public, State of Florida
Mary A. Pena Mary A. Pena
Printed Name

My commission expires: _____



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: DON STRONG Title: President

Company: RICHARDS RESTAURANTS, INC., AN INDIANA CORPORATION

Company Address: 8341 N. 400 E, BRYANT, IN 47326-9003

City/State/Zip Code: BRYANT, IN 47326-9003

Telephone Number: 260 997 6823

Email Address: C.LOY@RICHARDSRESTAURANTS.COM

I hereby certify that all information contained herein is true and correct.

1. Signed this 23rd day of FEB, 2024.

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing Instrument was acknowledged before me, by means of physical presence or online notarization, this 23rd day of February, 2024, by, as, on its behalf, who is personally known to me or who has produced IN DRIVERS LICENSE as identification.

VANESSA M MAYER
NOTARY PUBLIC
Seal
State of Indiana
Commission Number NP0741526
Commission Expires 06/31/2030

[Signature]
Notary Public, State of Florida Indiana

Vanessa Mayer
Printed Name

My commission expires: 5/31/2030



Voluntary Annexation Application Checklist

Requirements as set out in Florida Statutes 171.044

All boxes must be checked or noted as non-applicable. Information indicated must be attached and submitted with this form or the application will be deemed incomplete. The voluntary annexation application and supporting documents must be submitted in digital format and hard copies.

What is this checklist?

- This checklist is based on Florida Statutes and Town of Dundee requirements and is being provided as a courtesy to help streamline the application review process.
- Plans and other submitted materials will be reviewed for compliance with requirements of the Town of Dundee Code of Ordinances and Land Development Code. This checklist is intended to give you the ability to be sure that the bulk of the requirements from the Codes have been incorporated into your submittal.
- The requirements from the Codes represent a large portion of the detailed content required for project submittals.

How should this checklist be used?

- *As a content guide.* Submitted applications must address each item in the Codes, as applicable to your project. You can smooth and shorten the review process by making sure that every item on the checklist has been fully addressed.
- *As a verification document.* When you submit your application, include a copy of the completed checklist with every item either initialed to indicate that it has been addressed in the design, or marked "N/A" to indicate the item is not applicable to your project.
- *As a means to speed up the review process.* Projects with completed checklists are easier to review and completion of the review may be achieved sooner.

NOTE: Town of Dundee requirements may differ from other agencies or municipalities. The way you as an applicant have addressed certain issues in the past or in other jurisdictions may not apply in Dundee. The Codes contain Dundee's requirements, and are the Town's rulebook.

Please initial each item on the following pages to show it has been incorporated into your submittal. If an item is not applicable to your submittal, enter "N/A" in the initial blank. Sign below to state that you have provided the information in your submittal and submit the initialed and signed checklist as part of your resubmittal package:

I have reviewed the Voluntary Annexation Application and supporting materials consistent with the Town of Dundee's Content Requirements Checklist and have provided the required items.

BENJAMIN E. CROSBY
Applicant

Date



Voluntary Annexation Application Checklist

The following items are required for a submittal package to be accepted for review. Applicant to initial or write N/A for each item below.

- ___ Complete Voluntary Annexation Application form including signature from all owners of property in the area proposed for annexation. Signature of representative/agent, as applicable. For properties that are owned by a company, the applicant must submit proof that the person signing has the authority to sign on behalf of the company.

- ___ Current ownership information for the subject property – the name of the owner(s) stated on the application must match the information on the Property Appraiser’s website. If the land is under an agreement for sale as indicated by caveat, please submit a copy of the signed agreement. The individual noted on the caveat must sign the application. If the applicant is not the owner, a letter must be provided from the owner authorizing the applicant to act on his/her behalf.

- ___ Current ownership information for the subject property – Florida limited liability companies. Provide executed authorizations (i.e., must be signed by the member managers identified by the Division of Corporations or corporate resolutions will also be required for any other authorized signatory) from both entities authorizing a person(s) to act on behalf of said entities for purposes of submitting the instant application.

- ___ Required Supporting Documents Including:
 - ___ Location Map
 - ___ Aerial Map
 - ___ Metes and bounds legal description of property
 - ___ Current survey of subject property certified to the Town of Dundee

- ___ Submit **four (4)** paper copies of application and application materials (including application and checklist) plus **one (1)** electronic copy of all documents.

- ___ A signed copy of the Request for Extension of Processing Time.

- ___ A signed copy of this Voluntary Annexation Application Checklist.

- ___ Required fees.

Property Description

Parcel ID: 272834853000000410

Owner1: RICHARDS RESTAURANTS INC

Physical Street Address: 0 SCENIC HWY

Postal City/St./zip: DUNDEE FL 33838

MAP DISCLAIMER:

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

PROPERTY DESC DISCLAIMER:

This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.



Property Description:

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 41 & BEG SE COR OF LOT 42 RUN N 200 FT W TO LK ANNA S ALONG LK TO S LINE OF LOT E TO BEG

Property Description

Parcel ID: 272834853000000391
Owner1: RICHARDS RESTAURANTS INC
Physical Street Address: 0 SCENIC HWY
Postal City/St/ZIP: DUNDEE FL 33838

MAP DISCLAIMER:

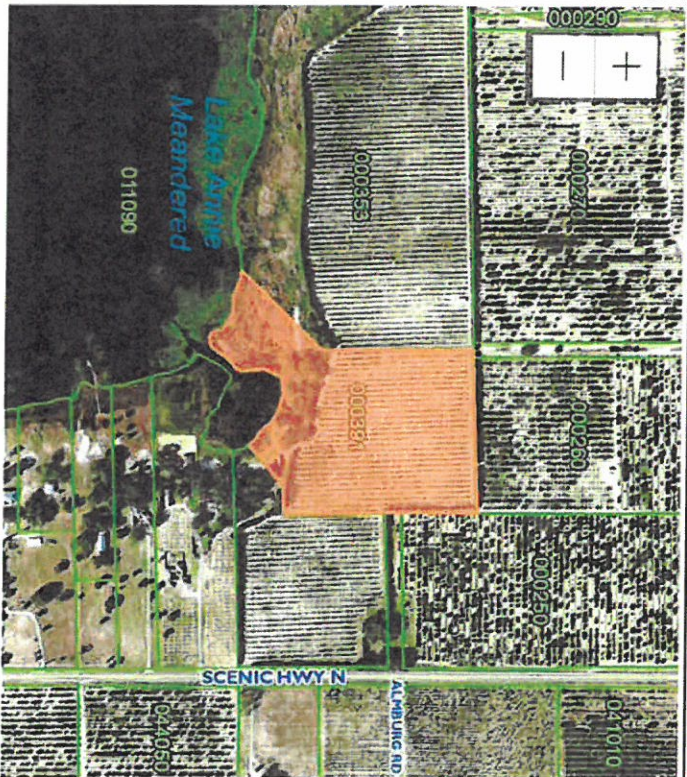
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PROPERTY DESC DISCLAIMER:


This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Property Description:

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 39 LESS N 310 FT & LOT 42 LESS S 200 FT & THAT PORTION OF VACATED UNNAMED RD LYING S OF LOT 39 & N OF LOT 42 & E1/2 OF UNNAMED RD LYING W OF LOTS 39 & 42 & E OF LOT 38 & LYING S OF LINE WHICH IS 310 FT S OF N BOUNDARIES OF LOTS 38 & 39



Property Description

<p>Parcel ID: 272834853000000353</p> <p>Owner1: RICHARDS RESTAURANTS INC</p> <p>Physical Street Address: 0 A T RACE RD</p> <p>Postal City/St/Zip: DUNDEE FL 33838</p>	
<p>MAP DISCLAIMER:</p> <p>All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."</p> <p>PROPERTY DESC DISCLAIMER:</p> <p>This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.</p>	<p>Property Description:</p> <p>FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 A PORTION OF LOTS 35 36 37 & 38 DESC AS COMM AT NW COR LOT 37 RUN S ALONG E R/W RACE RD 310 FT FOR POB RUN E PARALLEL WITH N BDRY LOTS 37 & 38 1262.35 FT TO E BDRY LOT 38 RUN S 631.75 FT TO PT ON 100 YR FLOOD LN RUN S 44 DEG 57 MIN 54 SEC W ALONG A RIPARIAN LN 329 FT M/L TO WATERS EDGE OF LAKE ANNIE MEANDER WLY ALONG WATERS EDGE TO INTERSECTION WITH A LN BEARING S 01 DEG 34 MIN 04 SEC E RUN N 01 DEG 34 MIN 04 SEC W 742 FT M/L TO PT LYING 310 FT S OF CENTERLINE OF PLATTED R/W LYING N OF LOT 35 RUN N 88 DEG 48 MIN 59 SEC E PARALLEL WITH N BDRYS OF LOTS 35 & 36 870.28 FT TO PT ON W R/W OF RACE RD RUN S 346.50 FT ALONG R/W N 88 DEG 35 MIN 13 SEC E ALONG S LN OF RACE RD 60 FT RUN N ALONG E R/W RACE RD 346.15 FT TO POB & THAT PORTION OF VACATED RACE RD LYING BETWEEN LOTS 36 & 37 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 37 & W 1/2 OF VACATED UNNAMED RD LYING E OF LOT 38 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 38</p>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
RICHARDS RESTAURANTS, INC.

Filing Information

Document Number	F15000001369
FEI/EIN Number	35-1143023
Date Filed	03/23/2015
State	IN
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2017

Principal Address

8339 N. 400 E
BRYANT, IN 47326

Mailing Address

8339 N. 400 E
BRYANT, IN 47326

Registered Agent Name & Address

CROSBY, BEN
505 AVENUE A NW, #306
WINTER HAVEN, FL 33881

Name Changed: 10/02/2017

Officer/Director Detail

Name & Address

Title CP

STRONG, DONALD C
8339 N. 400 E
BRYANT, IN 47326

Title VCS

STRONG, MONA JEAN
8339 N. 400 E
BRYANT, IN 47326

Title DV

YODER, DEEDA
8339 N. 400 E
BRYANT, IN 47326

Title DT

LOY, CARLA
8339 N. 400 E
BRYANT, IN 47326

Title D

BALES, JODIE
8339 N. 400 E
BRYANT, IN 47326

Annual Reports

Report Year	Filed Date
2022	01/11/2022
2023	01/18/2023
2024	01/16/2024

Document Images

01/16/2024 -- ANNUAL REPORT	View image in PDF format
01/18/2023 -- ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
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01/06/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- Foreign Profit	View image in PDF format

Corporate Form No. 1 (Mar. 1950)—Page One
ARTICLES OF INCORPORATION
Prescribed by the Secretary of State of Indiana
Use White Paper—Size 8x10½ Inches
Filing Requirements—Present 3 Executed Copies to Secretary of State
Recording Requirements—Record 1 of such 3 Executed Copies, as Approved and Returned by Secretary of State, with Recorder of County where Principal Office is Located.

APPROVED
AND
FILED
OCT 5 1967

Edgar D. Whitcomb
SECRETARY OF STATE OF INDIANA

ARTICLES OF INCORPORATION

OF

RICHARDS RESTAURANTS, INC.

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of The Indiana General Corporation Act, as amended (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is RICHARDS RESTAURANTS, INC.

ARTICLE II

Purposes

The purposes for which the Corporation is formed are:

- a. To engage in the business of producing, preparing, mixing, compounding and processing all kinds of food for human consumption and to buy and sell the same at both wholesale and retail.
- b. To purchase, acquire, apply for, secure, hold or own any and all patents, copyrights, trademarks, trade names and distinctive marks; and to license, lease, franchise or authorize the use thereof by other persons, firms or corporations.
- c. To purchase, lease or otherwise acquire and to own, operate and manage restaurants or any interest therein, including foods, beverages, and alcoholic beverages.



- d. To acquire and dispose of all or any part of the good will, rights, property and business of any person, entity, partnership, association or corporation heretofore or hereafter engaged in any business which the corporation has power to conduct; to pay for the same in cash or in stocks, bonds or other obligations of the corporation or otherwise; and to assume in connection therewith any liabilities of any such person, entity, partnership, association or corporation and conduct in any lawful manner the whole or any part of a business thus acquired.
- e. To enter into any partnerships or joint ventures for carrying on any lawful business for which the corporation is organized.
- f. To act as agent or representative of others for any lawful business purposes.
- g. To make contracts, to make any guaranty respecting stocks, leases, securities, indebtedness, interest, contracts, or other obligations; to borrow money; to issue bonds, promissory notes, debentures, and other evidences of indebtedness; to secure such evidences of indebtedness by pledge, mortgage and/or hypothecation of certain or all of the assets of the corporation; to enter into indentures specifying the various terms and incidents of such evidences of indebtedness; and to do any and all other incidental acts and things necessary to borrow money on the part of the corporation.
- h. To purchase, hold, sell, transfer, reissue or cancel the shares of its own capital stock or any securities or other obligations of the corporation, in the manner and to the extent now or hereafter permitted by the laws of Indiana; provided that the corporation shall not use its assets for the purchase of its own shares of stock when such use would cause any impairment of the capital of the corporation, and provided further that shares of its own capital stock belonging to the corporation shall not be voted.
- i. To do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes or powers herein set forth; to exercise all powers granted to business corporations by the corporation laws of Indiana as in force from time to time hereafter, and particularly all powers granted by Section 3 of the Indiana General Corporation Act of 1929; and to do every other act and thing incidental thereto or connected therewith; provided the same be not forbidden by the laws of the State of Indiana; and provided further that nothing contained herein shall be construed to authorize the conduct by this corporation of any business not authorized under The Indiana General Corporation Act.
- j. To conduct its lawful business within this State and in other states and to qualify for admission to do business in other states and to comply with the laws and regulations pertaining to the doing of business in such other states as may be deemed desirable, expedient and proper from time to time.
- k. The enumeration of specific powers herein is not intended as an exclusion or waiver of any powers, rights or privileges granted or conferred by the corporation laws of Indiana now or hereafter in force, or the laws of such other states in which this Corporation may from time to time be conducting its business and under which the Corporation may from time to time qualify.

ARTICLE III

Term of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

Principal Office and Resident Agent

The post-office address of the principal office of the Corporation is 419 West Market Street, Bluffton, Indiana; and the name and post-office address of its Resident Agent in charge of such office is Donald C. Strong, 419 West Market Street, Bluffton, Indiana

ARTICLE V

Amount of Capital Stock

The total number of shares into which the authorized capital stock of the Corporation is divided is 1,000 shares consisting of ~~shares with the par value of \$XXXXXXXXXX per share, and~~ 1,000 shares without par value.

ARTICLE VI

Terms of Capital Stock

Section 1. Consideration for Capital Stock. The capital stock of the Corporation shall be issued for such consideration as may be fixed from time to time by the Board of Directors.

Section 2. Capital. The aggregate net amount of the consideration received by the Corporation from the sale of its capital stock shall, from time to time, be the capital of the Corporation.

Section 3. Preemptive Rights. The holders from time to time of the capital stock of the Corporation shall have the right to purchase, at such respective equitable prices, terms and conditions (including pragmatic adjustments to avoid the issue of fractional shares) as shall be fixed by the

Board of Directors, such of the shares of the capital stock of the Corporation as may be hereafter issued, from time to time, whether constituting a part of the capital stock presently or subsequently authorized, and including shares held in the treasury of the Corporation, in the respective ratios which the number of shares held by each Shareholder at the respective times of such issues bears to the total number of shares issued and outstanding in the names of all Shareholders at such respective times.

Section 4. Dividends. Such dividends as may be determined by the Board of Directors (after giving due consideration to the needs of the Corporation for adequate reserves and working capital) may be declared and paid upon the capital stock from time to time out of the surplus earnings or net profits of the Corporation.

ARTICLE VII

Voting Rights of Capital Stock

Every owner of the capital stock of the Corporation shall have the right, at every Shareholders' meeting, to one vote for each share of stock standing in his name on the books of the Corporation.

ARTICLE VIII

Paid-in Capital

The amount of paid-in capital, with which the Corporation is beginning business, is \$ 1,000.00.

ARTICLE IX

Data Respecting Directors

Section 1. Number. The number of Directors of the Corporation is three (3).

Section 2. Qualifications. Directors need not be shareholders of the Corporation. A majority of the Directors at any time shall be citizens of the United States.

ARTICLE X

Further Data Respecting Directors

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the first Board of Directors of the Corporation are as follows:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>Zone</u>	<u>State</u>
Donald C. Strong	419 West Market Street	Bluffton		Indiana
Mona Jean Strong	419 West Market Street	Bluffton		Indiana
Graydon G. Gibson	515 West South Street	Bluffton		Indiana

Section 2. Citizenship. All of such Directors are citizens of the United States.

ARTICLE XI

Data Respecting Incorporators

Section 1. Names and Post-Office Addresses. The names and post-office addresses of the incorporators of the Corporation are as follows:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>Zone</u>	<u>State</u>
Donald C. Strong	419 West Market Street	Bluffton		Indiana
Mona Jean Strong	419 West Market Street	Bluffton		Indiana
Graydon G. Gibson	515 West South Street	Bluffton		Indiana

Section 2. Age and Citizenship. All of such incorporators are of lawful age; and all of such incorporators are citizens of the United States.

Section 3. Compliance with Provisions of Sections 15 and 16 of the Act. The undersigned incorporators hereby certify that the person or persons intending to form the Corporation first caused lists for subscriptions to the shares of the capital stock of the Corporation to be opened at such time and place as he or they determined; when such subscriptions had been obtained in an amount not less than \$1,000, such person or persons, or a majority of them, called a meeting of such subscribers for the purpose of designating the incorporators and of electing the first Board of Directors; the incorporators so designated are those named in Section 1 of this Article; and the Directors so elected are those named in Section 1 of Article X.

ARTICLE XII

Provisions for Regulation of Business and Conduct of Affairs of Corporation

Section 1. Meetings of Shareholders. Meetings of the Shareholders of the Corporation shall be held at such place, within or without the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Section 2. Meetings of Directors. Meetings of the Directors of the Corporation shall be held at such place, within or without the State of Indiana, as may be specified in the respective notices, or waivers of notice, thereof.

Section 3. Code of By-Laws. The Board of Directors of the Corporation shall have power, without the assent or vote of the Shareholders,

to make, alter, amend or repeal the Code of By-Laws of the Corporation but the affirmative vote of a majority of the members of the Board of Directors, for the time being, shall be necessary to make such Code or to effect any alteration, amendment or repeal thereof.

Section 4. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one or more of its Directors; or between the Corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are stockholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors which acts upon, or in reference to, such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Section 5. Additional Powers of Directors. In addition to the powers and authorities hereinabove or by statute expressly conferred, the Board of Directors is hereby authorized to exercise all such powers and do all such acts and things as may be exercised or done by a corporation organized and existing under the provisions of the Act.

Section 6. Amendment of Articles of Incorporation. The Corporation reserves the right to alter, amend, or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by the provisions of the Act, or any other pertinent enactment of the General Assembly of the State of Indiana; and all rights and powers conferred hereby on Shareholders, Directors and Officers of the Corporation are subject to such reserved right.

IN WITNESS WHEREOF, the undersigned, being all of the incorporators designated in Article XI, execute these Articles of Incorporation and certify to the truth of the facts herein stated, this 18 day of September, 1967.

2380
Recorded this 17 day of Oct 1967 at 2:30 o'clock misc
P. M., Book 46 Page 706
Francis Carnes
Recorder, Wells County

Donald C. Strong
(Written Signature)
Donald C. Strong
(Printed Signature)

Mona Jean Strong
(Written Signature)
Mona Jean Strong
(Printed Signature)

Graydon G. Gibson
(Written Signature)
Graydon G. Gibson
(Printed Signature)

STATE OF INDIANA }
COUNTY OF WELLS } SS:

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that Donald C. Strong, Mona Jean Strong and Graydon G. Gibson, being all of the incorporators referred to in Article XI of the foregoing Articles of Incorporation, personally appeared before me; acknowledged the execution thereof; and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial Seal this 18 day of September, 1967.

Dwight F. Gallivan
(Written Signature)
Dwight F. Gallivan
(Printed Signature)
Notary Public



This instrument was prepared by Dwight F. Gallivan of Gallivan & Hamilton, Gallivan Building, Bluffton, Indiana, a member of the Indiana Bar Assn.

EXHIBIT C



Item 1.

INSTR # 2022044886
BK 12123 Pgs 652-656 PG(s)5
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY shakcamp

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

FOR CAMPBELL ROAD FROM THE NORTH BOUNDARY OF THE COUNTY BOAT RAMP PROPERTY NORTH TO CAMP ENDEAVOR BOULEVARD IN DUNDEE, FLORIDA.

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Campbell Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested, and POLK has agreed to the transfer of Campbell Road from the north boundary of the County boat ramp property north to Camp Endeavor Boulevard, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and

maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor LESS AND EXCEPT that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the 15th day of February, 2022, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the 25 day of January, 2022.

ATTEST:

TOWN OF DUNDEE

By: Jenn Garcia
Jenn Garcia, Town Clerk

By: Sam Pennant
Sam Pennant, Mayor

This 25 day of January 2022

Reviewed as to form and legality
Frederick J. Murphy, Jr.
Town Attorney

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners
Dr. Martha Santiago
Dr. Martha Santiago, Chair

By: Alison Hellard
Deputy Clerk

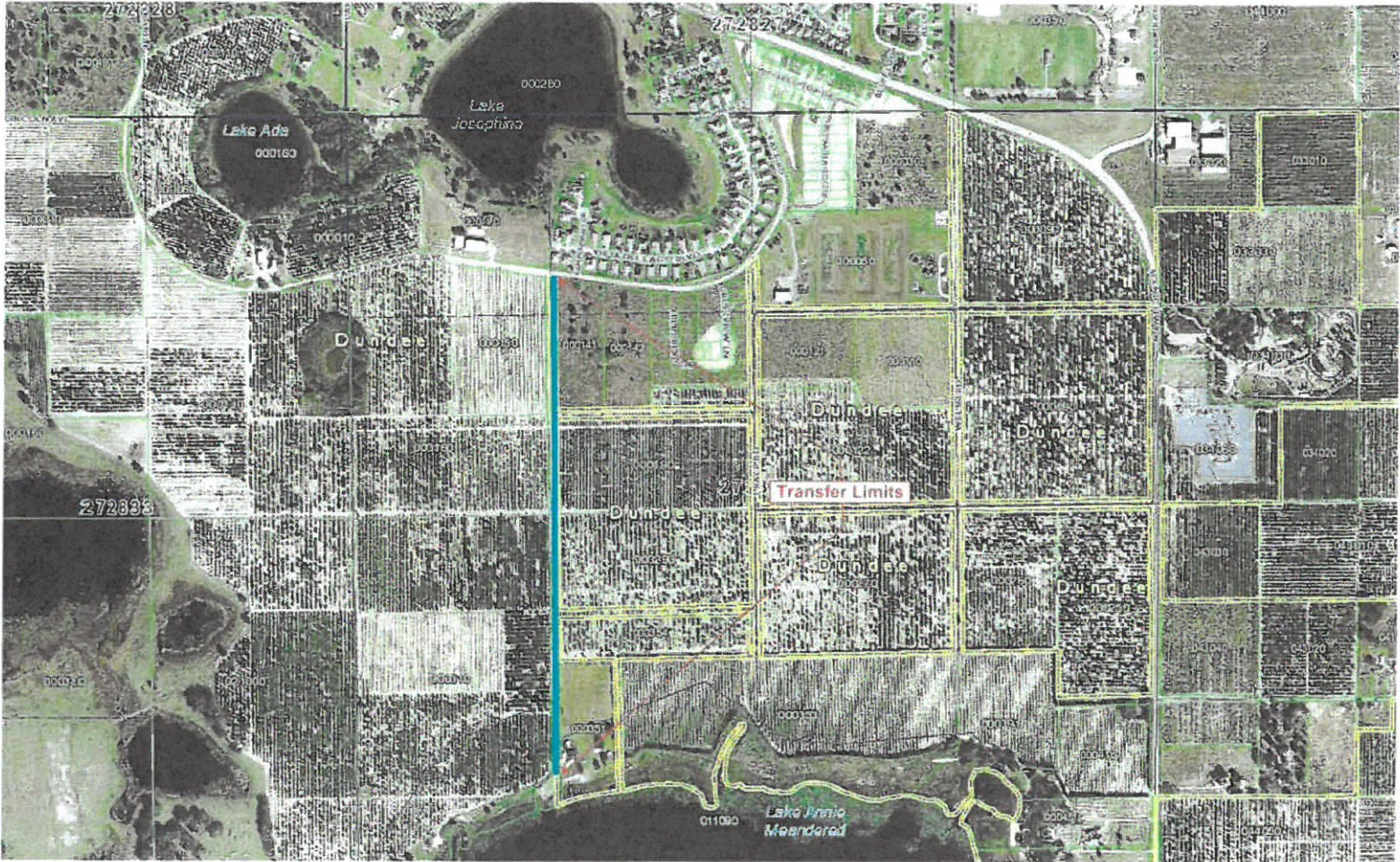
This 15th day of February 2022

Reviewed as to form and legality

Elizabeth W. Van
County Attorney's Office

PSI





ATTACHMENT "A"

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.



INSTR # 2022044887
BK 12123 Pg 657 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC #0.70
RECORDING FEES \$10.00
RECORDED BY shakcamp

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Campbell Road

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

COUNTY DEED

THIS DEED, made this 15th day of February, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor **LESS AND EXCEPT** that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: Alison Helland
Deputy Clerk

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)



P.54



INSTR # 2022044887
BK 12123 Pg 657 PG(s)1
RECORDED 02/17/2022 03:31:21 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC \$0.70
RECORDING FEES \$10.00
RECORDED BY shakcamp

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Chris Peterson
Road Transfer: Campbell Road

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

COUNTY DEED

THIS DEED, made this 15th day of February, 2022 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Campbell Road from Lake Annie north to Camp Endeavor Boulevard. Including, but not limited to those parts of the rights-of-ways for Campbell Road that lie within the above-described corridor, as depicted, or described in the following document: All of that platted right-of-way as depicted on Florida Highlands Company's Subdivision lying west of Lots 14, 19, 30, 35, east of Lots 15, 18, 31 and 34 as recorded in Plat Book 1, Page 87 of the Public Records of Polk County, Florida that lies along the above described corridor LESS AND EXCEPT that portion thereof lying to the east of the property described in that certain Warranty Deed recorded in O.R. Book 9105, at Pages 2033 through 2036, Public Records of Polk County, Florida. All lying and being in Section 34, Township 28 South, Range 27 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: Alison Holland
Deputy Clerk

By: Martha Santiago
Dr. Martha Santiago, Chair
Board of County Commissioners

(Seal)



P.54

(O.R. BOOK 5486, PAGES 1263-1264)

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND. BEING A PART OF LOTS 35, 36, 37, 38, 39 AND 42, IN THE SOUTH ONE-HALF OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF. RECORDED IN PLAT BOOK 1-C, PAGE 87, PUBLIC RECORDS OF POLK COUNTY, FLORIDA. AND ALL OF THE ROADS VACATED IN THE RESOLUTION CLOSING RIGHT OF WAYS, RECORDED IN O.R. BOOK 3897, PAGE 1210, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCE AT A POINT LYING 280.00 FEET SOUTH AND 870.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 36, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN EAST. ALONG A LINE LYING 280.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOTS 35 AND 36 AND CONTINUING ALONG A LINE LYING 310.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID LOTS 37, 38 AND 39, TO THE EAST BOUNDARY LINE OF SAID LOT 39; THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF SAID LOTS 39 AND 42 TO A POINT LYING 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 42; THENCE SOUTH 88°56'35" WEST, ALONG A LINE LYING 200.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID LOT 42, A DISTANCE OF 112.00 FEET MORE OR LESS TO A POINT; THENCE SOUTH 50°00'00" WEST, ALONG A RIPARIAN (LITTORAL) LINE, A DISTANCE OF 181.00 FEET MORE OR LESS TO THE WATER'S EDGE OF LAKE ANNIE (ALSO KNOWN AS LAKE ANNA); THENCE MEANDER WESTERLY ALONG THE WATER'S EDGE OF LAKE ANNIE TO IT'S INTERSECTION WITH A LINE BEARING SOUTH 01°34'04" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 01°34'04" WEST, ALONG SAID LINE, TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES BENEFITING THE ABOVE DESCRIBED PARCEL OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 36, AND RUN SOUTH 00°12'33" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF RACE ROAD. 72.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°12'33" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 207. 12 FEET; THENCE SOUTH 88°48'59" WEST, 70.22 FEET; THENCE NORTH 18°24'66" EAST, 219.83 FEET TO THE POINT OF BEGINNING.

(O.R. BOOK 6451, PAGES 773-774)

Acreage Lot 41 and a strip of land in the Southeast corner of Acreage Lot 42 described as follows: Commencing at the Southeast corner of said Acreage Lot 42, running thence North 200 feet along the boundary line between Acreage Lots 41 and 42; thence West to the shore of Lake Annie; thence South along said shore line to the line dividing said Acreage lot 42 and Acreage Lot 45; thence running East along said line to the point of beginning in Section 34, Township 28 South, Range 27 East, of Florida Highlands Company, according to the plat thereof recorded in Plat Book 1, Page 87, Public Records of Polk County, Florida; said Acreage Lots 41 and 42 being in the N 1/2 of SE 1/4 of said Section.

Property Description

Parcel ID: 272834853000000410
Owner1: RICHARDS RESTAURANTS INC
Physical Street Address: 0 SCENIC HWY
Postal City/St/Zip: DUNDEE FL 33838

MAP DISCLAIMER:

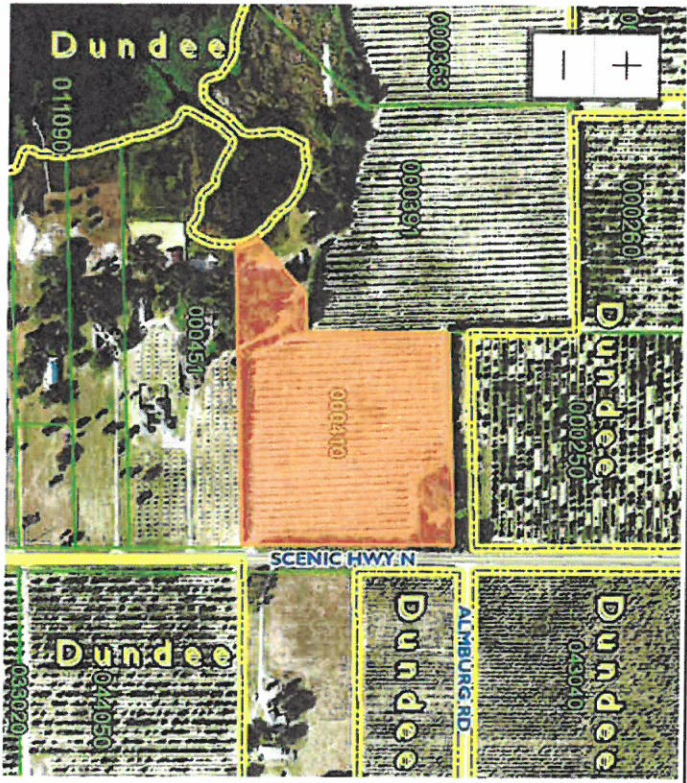
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

PROPERTY DESC DISCLAIMER:

This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Property Description:

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 41 & BEG SE COR OF LOT 42 RUN N 200 FT W TO LK ANNA S ALONG LK TO S LINE OF LOT E TO BEG



Property Description

Parcel ID: 27283485300000391
Owner1: RICHARDS RESTAURANTS INC
Physical Street Address: 0 SCENIC HWY
Postal City/Sk/Zip: DUNDEE FL 33838

MAP DISCLAIMER:

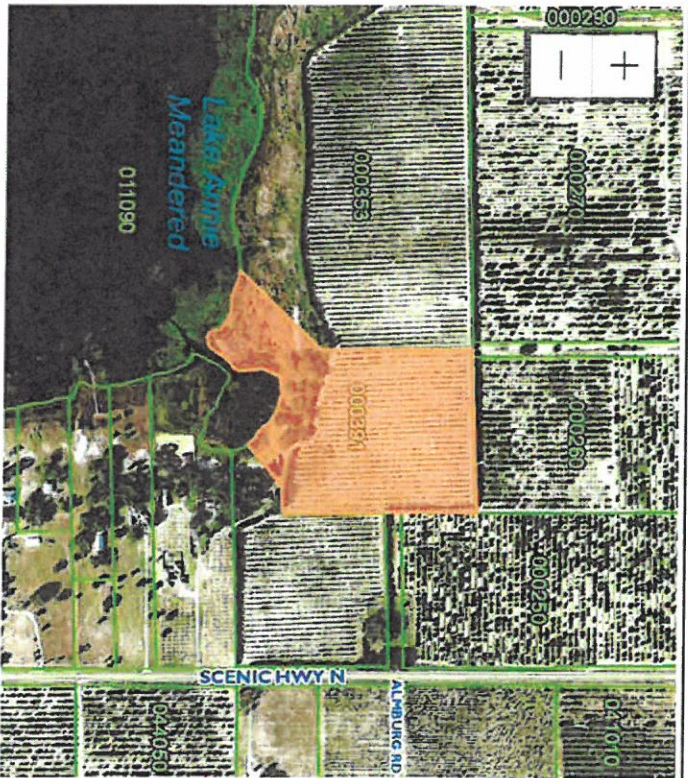
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Property Description:

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 LOT 39 LESS N 310 FT & LOT 42 LESS S 200 FT & THAT PORTION OF VACATED UNNAMED RD LYING S OF LOT 39 & N OF LOT 42 & E1/2 OF UNNAMED RD LYING W OF LOTS 39 & 42 & E OF LOT 38 & LYING S OF LINE WHICH IS 310 FT S OF N BOUNDARIES OF LOTS 38 & 39



Property Description

Parcel ID: 272834853000000353
Owner1: RICHARDS RESTAURANTS, INC
Physical Street Address: 0 A T RACE RD
Postal City/St/Zip: DUNDEE FL 33838

MAP DISCLAIMER:

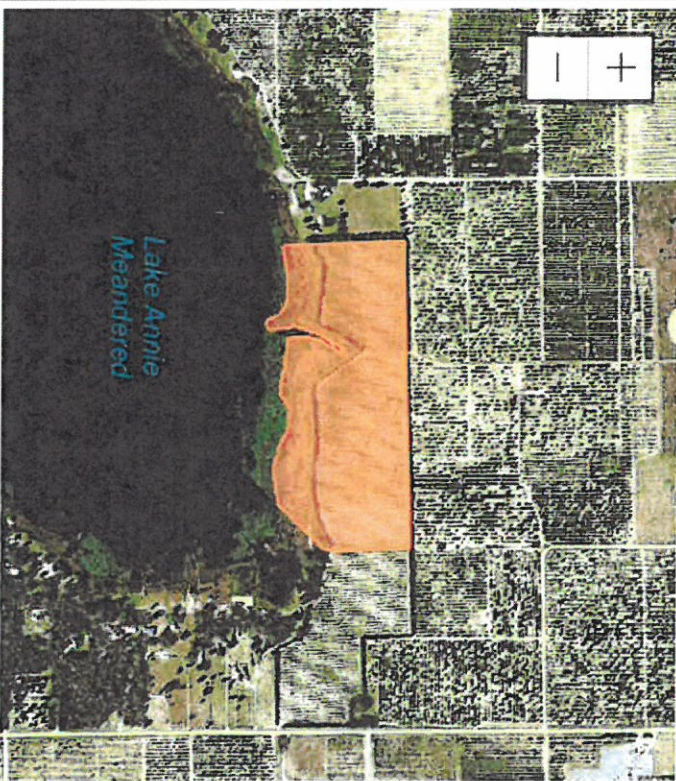
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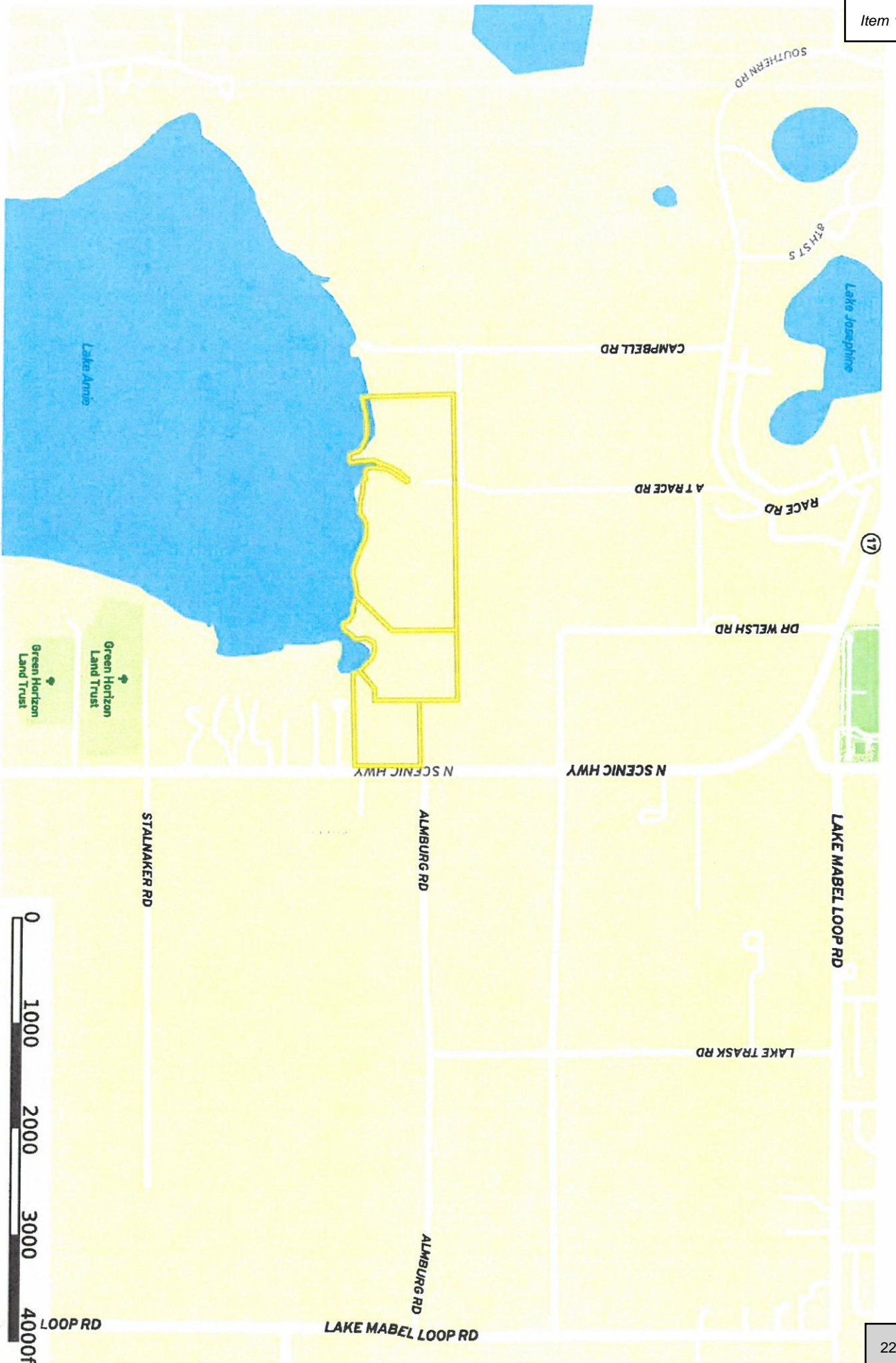
PROPERTY DESC DISCLAIMER:

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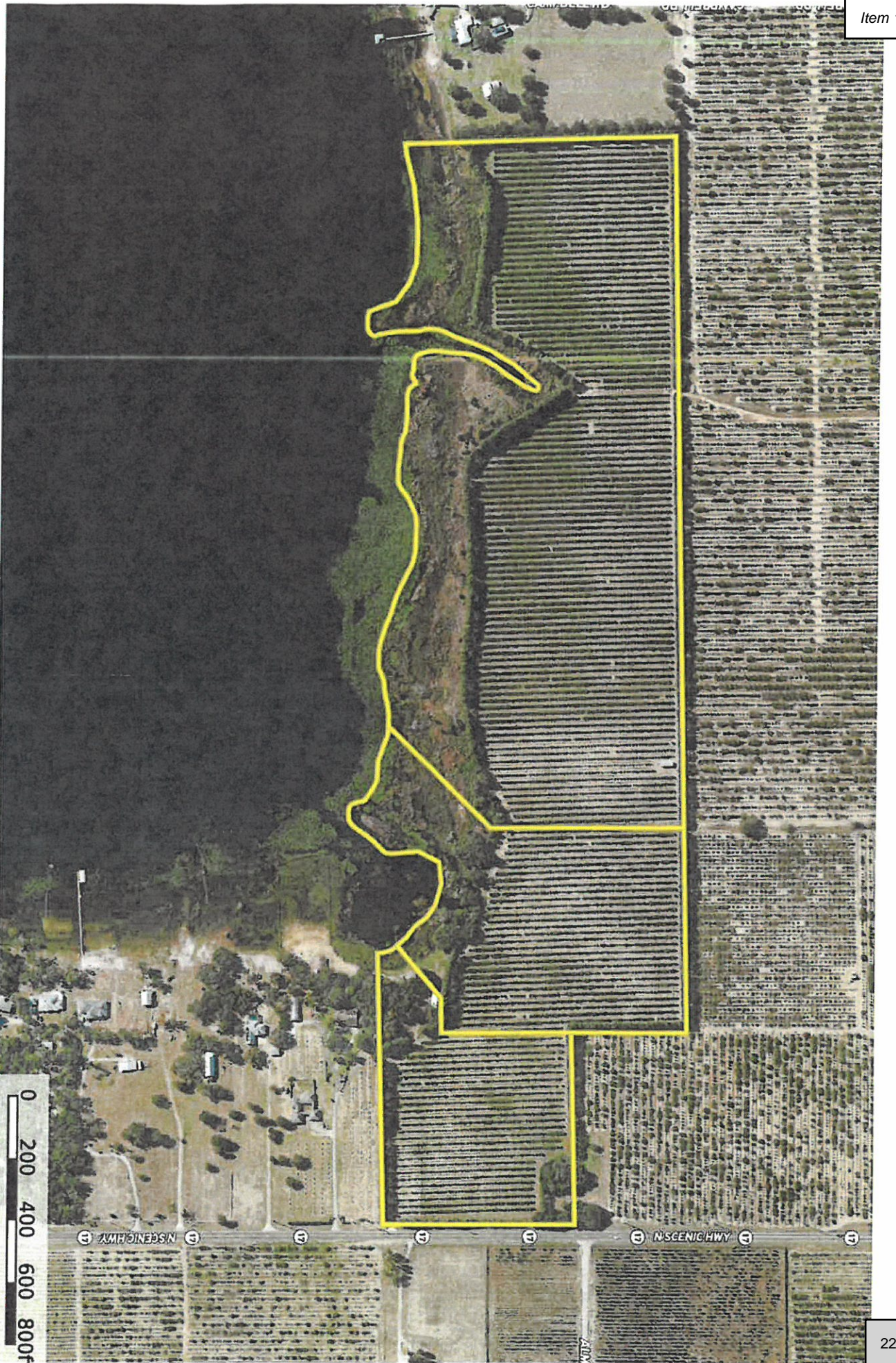
Property Description:

FLORIDA HIGHLANDS COMPANY SUB PB 1 PG 87 A PORTION OF LOTS 35 36 37 & 38 DESC AS COMM AT NW COR LOT 37 RUN S ALONG E R/W RACE RD 310 FT FOR POB RUN E PARALLEL WITH N BDRY LOTS 37 & 38 1262.35 FT TO E BDRY LOT 38 RUN S 631.75 FT TO PT ON 100 YR FLOOD LN RUN S 44 DEG 57 MIN 54 SEC W ALONG A RIPARIAN LN 329 FT M/L TO WATERS EDGE OF LAKE ANNIE MEANDER W/LY ALONG WATERS EDGE TO INTERSECTION WITH A LN BEARING S 01 DEG 34 MIN 04 SEC E RUN N 01 DEG 34 MIN 04 SEC W 742 FT M/L TO PT LYING 310 FT S OF CENTERLINE OF PLATTED R/W LYING N OF LOT 35 RUN N 88 DEG 48 MIN 59 SEC E PARALLEL WITH N BDRYS OF LOTS 35 & 36 870.28 FT TO PT ON W R/W OF RACE RD RUN S 346.50 FT ALONG R/W N 88 DEG 35 MIN 13 SEC E ALONG S LN OF RACE RD 60 FT RUN N ALONG E R/W RACE RD 346.15 FT TO POB & THAT PORTION OF VACATED RACE RD LYING BETWEEN LOTS 36 & 37 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 37 & W1/2 OF VACATED UNNAMED RD LYING E OF LOT 38 & S OF LINE WHICH IS 310 FT S OF N BNDRY OF LOT 38





Boundary



Boundary

Benjamin Crosby



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

Item 2.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, NORTHEAST POLK CHAMBER OF COMMERCE PRESENTATION
SUBJECT:	The NE Polk Chamber of Commerce will present membership information and the Commission will consider becoming a member and partner organization.
STAFF ANALYSIS:	<p>The mission of the Northeast Polk Chamber of Commerce is to grow a sustainable, first-class community. Their mission is enhanced through proactive leadership and partnerships throughout the Northeast Polk County Region. The Northeast Polk Chamber of Commerce is a non-profit business financed by Membership dues with the purpose of serving the NE Polk County Region.</p> <p>Executive Director, Lana Stripling, will be attending to present information and answer questions.</p>
FISCAL IMPACT:	\$667.00 annually
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	None



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

Item 3.

AGENDA ITEM TITLE:

DISCUSSION ONLY, AUDIT TIMELINE UPDATE

SUBJECT:

The Town Manager will present an update on the audit timeline.

STAFF ANALYSIS:

On Thursday, 10/24/2024, the Town Manager spoke with the external auditor, Mike Brynjulfson, C.P.A., about the outstanding items. On Friday, 11/1/2024, Mr. Brynjulfson had a phone conversation with Mayor Pennant and Town Manager Davis to discuss these outstanding items and to possibly arrange a meeting with Ms. Breanna Smith, C.P.A., to get an updated timeline. Upon receiving the written timeline from Ms. Smith, Mr. Brynjulfson indicated that this timeline would be sufficient, and he did not see the need to return to the Commission until December 2024. At this time, all outstanding items on the list below will meet the following timeline.

Plan to complete outstanding items:

11/09 Target

- Payroll
- Utility Billing
- Prepaid Expense
- Budget

11/16 Target

- Expenditures
- Non-Utility Receivables
- Other Liabilities

11/23 Target

- Accounts Payable

11/30 Target

- Capital Assets
- Restricted Cash & DTDF

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

None



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

Item 4.

AGENDA ITEM TITLE:	RESOLUTION 24-34, FY 2023 – 2024 BUDGET AMENDMENT
SUBJECT:	The Town Commission will consider approval of Resolution 24-34 amending the fiscal year 2023 – 2024 annual budget.
STAFF ANALYSIS:	Resolution 24-34 amends the FY 2023 – 2024 annual budget’s general fund, impact fund and enterprise fund to provide adjustments in revenues and expenditures experienced during the year.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval of Resolution 24-34
ATTACHMENTS:	Resolution 24-34 Exhibit A – Will be attached by Monday 11/11/2024

RESOLUTION 24-34

**A RESOLUTION OF THE TOWN OF DUNDEE,
POLK COUNTY, FLORIDA, AMENDING FINAL
APPROPRIATION OF FUNDS FOR THE FISCAL
YEAR 2023 – 2024 BUDGET; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the original estimates, and

WHEREAS, a change in circumstances regarding projected revenue and expenditures occurred making it appropriate to amend the Fiscal Year 2023 – 2024 budget, and

WHEREAS, each fund budget shall not exceed their appropriation per Florida Statute 166.241:

NOW, THEREFORE, BE IT RESOLVED by the Town of Dundee, Polk County, Florida, that:

- 1. That the budget for the Fiscal Year 2023 - 2024 of the Town of Dundee is hereby amended as detailed on Exhibit "A" as attached hereto.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 12th day of November 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST:

TOWN SEAL

Lita O’Neill, Town Clerk

APPROVED AS TO FORM:

Town Attorney

General
Revenues

Item 4.

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget
001-310-000	Taxes	0.00	0.00	0.00
001-311-000	Ad Valorem Taxes	2,704,836.42	2710000.00	2633971.00
001-311-100	Tangible Property Tax	0.00	0.00	0.00
001-311-200	Real Estate Tax	0.00	0.00	0.00
001-311-250	Business Tax	0.00	0.00	0.00
001-312-000	Sales, Use & Gas Taxes	0.00	0.00	0.00
001-312-300	9th Cent Gas Tax	29,487.36	35000.00	25000.00
001-312-410	Local Option Gas Tax	130,093.03	170000.00	148625.00
001-312-420	New Local Option Gas Tax	92,743.61	112000.00	94997.00
001-312-600	Commercial Services Tax	0.00	0.00	0.00
001-313-000	Franchise Fees	0.00	0.00	0.00
001-313-100	Electric-Utility	493,308.84	520000.00	343759.00
001-313-300	Sanitation	0.00	0.00	0.00
001-314-000	Utility Service Taxes	0.00	0.00	0.00
001-314-100	Electric-Franchise	328,230.22	399000.00	399000.00
001-314-200	Telephone	0.00	0.00	0.00
001-314-300	Water Utility Tax	48,845.37	61000.00	80000.00
001-314-400	Natural Gas	45.00	45.00	50.00
001-314-800	Propane	6,844.09	70000.00	6200.00
001-315-000	Communication Services Tax	128,149.21	125000.00	140460.00
001-320-000	Licenses and Permits	0.00	0.00	0.00
001-321-000	Occupational Licenses	8,966.43	9000.00	5900.00
001-322-000	Building Permits	880,187.26	885000.00	335966.00
001-322-050	Building Permits (Breakout)	250.00	0.00	0.00
001-322-100	State Reg Fee Bond	0.00	0.00	0.00
001-323-000	Franchise Fees	0.00	0.00	0.00
001-323-100	Electric	0.00	0.00	0.00
001-323-200	Telephone	0.00	0.00	0.00
001-323-300	Sanitation	0.00	0.00	0.00
001-323-500	Cable Television	0.00	0.00	0.00
001-325-201	Special Assessment - Fire	0.00	0.00	0.00
001-329-000	Other Lic/Fees/Permits	0.00	0.00	0.00
001-330-000	Intergovernmental Revenue	0.00	0.00	0.00
001-331-000	Federal Grants	0.00	0.00	0.00
001-331-150	CDBG Grant	1,650.00	12813.00	12813.00
001-331-200	DCA Grant	0.00	0.00	0.00
001-331-510	Federal Grant-ARPA Funds	0.00	0.00	0.00
001-331-600	Waste Tire Grant - BOCC	0.00	0.00	0.00
001-331-700	Byrne Grant	0.00	0.00	0.00
001-331-701	Dundee Police Block Grant	0.00	0.00	0.00

001-331-702	Dept of Forestry Grant	0.00	0.00	0.00
001-332-000	Other Financial Assistance-Federal Sourc	0.00	0.00	0.00
001-332-001	Care Revenue	0.00	0.00	0.00
001-332-002	American Rescue Plan Act	0.00	0.00	0.00
001-334-000	State of Florida Grant Revenue	0.00	0.00	0.00
001-334-100	Dundee Depot Grant	0.00	0.00	0.00
001-334-101	County Contribution-Old Townhall Renov	0.00	0.00	0.00
001-334-200	Grant Money - FRDAP	0.00	0.00	0.00
001-334-201	Century Grant	0.00	0.00	0.00
001-334-300	Lake Menzies Grant	0.00	0.00	0.00
001-334-400	Lake Marie Grant	0.00	0.00	0.00
001-334-500	Merrill Park Grant	0.00	0.00	0.00
001-334-600	Volunteer Fire Assistance Grant	0.00	0.00	0.00
001-334-637	Community Center Phase I	0.00	0.00	0.00
001-334-700	Safer Grant - FD	0.00	0.00	0.00
001-334-701	Dundee Police Block Grant	0.00	0.00	0.00
001-334-702	SRO Grant - PD	0.00	0.00	0.00
001-334-703	BVP Program - PD	0.00	0.00	0.00
001-334-704	Justice Assistance Grant - JAG	0.00	0.00	0.00
001-334-705	DEO Grant	0.00	0.00	0.00
001-334-800	Community Libraries in Caring	0.00	0.00	0.00
001-334-900	Federal Grants-Fire Control	0.00	0.00	0.00
001-335-000	State Shared Revenues	0.00	0.00	0.00
001-335-110	Cigarette Tax	0.00	0.00	0.00
001-335-121	SRS - Cigarette Tax	0.00	0.00	0.00
001-335-122	SRS - Motor Fuel Tax	84,386.66	86000.00	91156.00
001-335-123	SRS - Sales Tax	196,903.59	201000.00	212164.00
001-335-140	Mobile Home Licenses	7,260.73	7500.00	7500.00
001-335-150	Alcoholic Beverage Licenses	1,700.80	2200.00	3500.00
001-335-180	Half-Cent Sales Tax	374,907.44	390000.00	422083.00
001-335-190	Additional Fuel Tax	0.00	0.00	0.00
001-337-000	Grants from Other Local Units	0.00	0.00	0.00
001-337-100	Board of Examiners	0.00	0.00	0.00
001-337-101	Town Square CDBG	0.00	0.00	0.00
001-337-102	North Eighth Street CDBG	0.00	0.00	0.00
001-337-103	Lincoln Avenue CDBG	0.00	0.00	0.00
001-337-210	Tobacco Enforcement Revenue	0.00	0.00	0.00
001-337-632	2003 CDBG	0.00	0.00	0.00
001-337-700	Library Cooperative	20,346.27	33000.00	33000.00
001-337-800	FRDAP Grant	0.00	0.00	0.00
001-340-000	Charges for Services	0.00	0.00	0.00
001-341-200	Zoning Fees	0.00	0.00	6000.00
001-341-205	Land Development Fees	21,474.59	30000.00	100000.00
001-341-210	Variance	532.57	0.00	0.00
001-341-260	Site Plan Review	15,504.39	16000.00	10000.00
001-341-261	Inspection Fees	0.00	0.00	0.00
001-341-262	Lien Search Fees	4,400.42	4500.00	3300.00

001-341-263	Notary Fees	985.00	1000.00	1000.00
001-341-265	Construction Plan Review	0.00	0.00	25000.00
001-341-266	Development Consulting Charge Back	0.00	0.00	0.00
001-341-300	Administrative Service Fees	55.83	100.00	2000.00
001-341-301	Public Records Request Fee	0.00	0.00	1297.00
001-341-901	Election Fees	0.00	0.00	0.00
001-342-100	Dispatch Payments - Davenport	0.00	0.00	0.00
001-342-200	Fire Contract with County	0.00	0.00	0.00
001-342-300	SRO Supplement - PD	0.00	0.00	0.00
001-343-910	Lot Mowing	0.00	0.00	0.00
001-343-920	PD Special Detail - Town	0.00	0.00	0.00
001-343-921	PD Special Detail - Officers	0.00	0.00	0.00
001-344-100	Tower Rental	9,516.66	19033.00	21000.00
001-344-901	State Highway Maint Agreement	0.00	0.00	0.00
001-344-902	State Traf Sigl Maint Agreement	11,853.00	11853.00	0.00
001-347-000	Culture/Recreation Revenue	0.00	0.00	0.00
001-347-200	Fees in Lieu of Land for Parks	0.00	0.00	0.00
001-347-300	Officers Community Center	0.00	0.00	0.00
001-347-400	Program Activity Fees	0.00	0.00	0.00
001-347-401	General Program Activity Fees	0.00	0.00	0.00
001-347-433	Halloween	0.00	0.00	0.00
001-347-440	Christmas Parade	0.00	0.00	0.00
001-347-441	Chili Cookoff	0.00	0.00	0.00
001-347-450	Movies in the Park	0.00	0.00	0.00
001-347-460	Senior Dinner	0.00	0.00	0.00
001-347-461	Pancake Breakfast	105.00	0.00	0.00
001-347-462	Christmas Dinner	0.00	0.00	0.00
001-347-463	Mother's Day Banquet	0.00	0.00	0.00
001-347-464	4th of July Event	0.00	0.00	0.00
001-347-465	After School Program	0.00	0.00	0.00
001-347-470	Valentine Dinner	0.00	0.00	0.00
001-347-480	Library Donation	0.00	0.00	0.00
001-347-481	Kickboxing Class	0.00	0.00	0.00
001-347-482	Legacy Tree & Board	800.00	800.00	2000.00
001-347-490	Gymnastics	0.00	0.00	0.00
001-347-500	Recreation Fee - Impact Fee	0.00	0.00	0.00
001-347-900	Recreation	0.00	0.00	0.00
001-347-910	Summer Rec Program	0.00	0.00	0.00
001-350-000	Fines & Forfeitures	0.00	0.00	0.00
001-351-000	Police Fines	16,769.71	17000.00	11000.00
001-351-100	Police Education	3,488.57	3500.00	500.00
001-351-200	Forfeitures	0.00	0.00	0.00
001-351-300	Judgements and Fines - CE	0.00	0.00	0.00
001-351-301	Police Investigations	0.00	0.00	0.00
001-352-000	Library Fines	0.00	0.00	0.00
001-354-000	Violations of Local Ordinances	2,004.64	2100.00	0.00
001-360-000	Other Revenue	0.00	0.00	0.00

001-361-100	Interest Income	0.00	0.00	0.00
001-362-100	Community Center-Main Str Center Rent	15,940.00	16000.00	25000.00
001-362-101	Community Center - Main St Attendant F	3,901.50	4000.00	5000.00
001-362-150	Rental of Land	0.00	0.00	0.00
001-362-160	Fruit Proceeds	0.00	0.00	0.00
001-362-200	Depot Rental	0.00	0.00	0.00
001-363-200	Impact Fees	0.00	0.00	0.00
001-363-241	Impact Fee - Roads	0.00	0.00	0.00
001-363-251	Tree Fund	0.00	0.00	0.00
001-363-271	Impact Fees - Rec Dept	0.00	0.00	0.00
001-363-274	Impact Fee - Library	0.00	0.00	0.00
001-363-291	Impact Fee - Police Service	0.00	0.00	0.00
001-363-292	Impact Fee - Fire/Res Services	0.00	0.00	0.00
001-363-293	Reserve Local Option Gas	0.00	0.00	0.00
001-364-000	Sale of Land	0.00	0.00	0.00
001-365-100	Sale of Surplus Property	2,970.00	3000.00	5000.00
001-366-000	Private Donations	5,746.00	0.00	0.00
001-366-050	Council Donations	0.00	0.00	0.00
001-366-100	Easter Donations	0.00	0.00	0.00
001-366-101	Toy Drive Donations	1,405.00	1500.00	2500.00
001-366-150	Recreation Donations	25.00	25.00	3000.00
001-366-151	4th of July Donations	9,555.00	9555.00	9000.00
001-366-152	Back to School Donations	0.00	0.00	1000.00
001-366-153	Legacy Tree & Bench Program	0.00	0.00	0.00
001-366-200	Hoe Down Donations	0.00	0.00	0.00
001-366-300	Fire Department Donations	0.00	0.00	0.00
001-366-400	Depot Donations	535.00	535.00	250.00
001-366-500	Grant Fire Fighter	0.00	0.00	0.00
001-366-600	Library Donations	500.00	500.00	0.00
001-366-700	Lake Dell Cleanup	0.00	0.00	0.00
001-366-800	Downtown Lighting Project	0.00	0.00	0.00
001-367-100	Library Grant - Gates	0.00	0.00	0.00
001-368-000	Pension Fund Forfeitures	0.00	0.00	0.00
001-369-000	Miscellaneous Income	23,488.09	25488.00	0.00
001-369-100	Code Enforcement Reimbursement	0.00	0.00	0.00
001-369-300	Insurance & Settlement Proceeds	0.00	0.00	0.00
001-369-310	donotuse fessional Services Expenditures	0.00	0.00	0.00
001-369-467	do not use Tree Care Expenditures	0.00	0.00	0.00
001-369-640	donot use Capital Outlay - Tree Care	0.00	0.00	0.00
001-369-910	Concessions	0.00	0.00	0.00
001-369-920	CC Candy Sales	0.00	0.00	0.00
001-369-930	NSF Fees	0.00	0.00	0.00
001-369-940	Library Miscellaneous Fees	23,946.48	23946.00	4500.00
001-369-950	Reserve from 1.8 M note 2007	0.00	0.00	0.00
001-369-960	Reimbursement by the BOCC	0.00	0.00	0.00
001-369-970	Proceeds from Insurance	0.00	0.00	0.00
001-369-980	Fire Dept Fundraisers	0.00	0.00	0.00

001-369-981	Fire Dept Training	0.00	0.00	0.00
001-369-990	Miscellaneous Revenue	204,366.83	204366.00	5000.00
001-369-991	Equipment Financing	0.00	0.00	0.00
001-369-992	Park Land Dedication Restricted	0.00	0.00	0.00
001-369-993	Miscellaneous Revenue-Recovery	119,013.21	119013.00	0.00
001-369-994	Tree City	0.00	0.00	0.00
001-369-998	Donated Infrastructure	0.00	0.00	0.00
001-369-999	MSTU Grant Funding	0.00	0.00	0.00
001-370-100	Carry Over	0.00	0.00	0.00
001-370-200	Equipment Lease Purchase	0.00	0.00	0.00
001-370-300	Due From Enterprise	0.00	0.00	0.00
001-380-000	Transfers	0.00	0.00	0.00
001-381-000	Transfer Account	0.00	0.00	0.00
001-381-050	Unrestricted Reserve Transfer In	0.00	0.00	0.00
001-381-100	Transfers - Rec Impact Fund	0.00	0.00	0.00
001-381-200	Transfer from Utility Fund	0.00	0.00	0.00
001-381-300	Transfer From Impact Fee Spec Rev Fund	0.00	0.00	0.00
001-382-100	Transfer from Utility Fund	0.00	0.00	0.00
001-382-403	Transfer from Enterprise Fund	0.00	0.00	0.00
001-383-000	Proceeds from Installment Loans	0.00	0.00	0.00
001-383-100	Lease Financial Agreements	0.00	0.00	0.00
001-384-000	Debt Proceeds	0.00	0.00	0.00
001-384-100	SunTrust Jumbo Loan	0.00	0.00	0.00
001-384-200	Wachovia \$28 Million Loan	0.00	0.00	0.00
001-384-400	Unrestricted Reserve Transfer In	0.00	0.00	0.00
001-384-499	Fleet Financing-FD	0.00	0.00	0.00
001-384-500	Tax Anticipation Loan (TAN)	0.00	0.00	0.00
001-389-000	Transfer - Fund Balance	0.00	0.00	0.00
001-389-200	Investment Proceeds	0.00	0.00	0.00
001-389-803	Roadway Capital Contributions	0.00	0.00	0.00
001-399-800	Carryover	0.00	0.00	0.00
Total Revenues-General Fund		\$ 6,038,024.82	6342372.00	5239491.00

Exp -
General

Item 4.

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget
001-521-310	Professional Services	803.85	860.12	700.00
001-521-340	Contract Labor	974,811.96	1043048.80	955698.00
001-521-410	Communication Services	492.46	526.93	0.00
001-521-411	Communication Svcs-Cell Phones	0.00	0.00	0.00
001-521-414	Communications Alarm Monitoring	0.00	0.00	
001-521-415	Web Site Internet Bright House	0.00	0.00	0.00
001-521-416	Software Annual Maintenance Agreemen	0.00	0.00	0.00
001-521-417	IT Services	83.88	89.75	0.00
001-521-430	Utility Services	6,452.37	6904.04	0.00
001-521-440	Rent/Leases/Mortgage	0.00	0.00	0.00
001-521-450	Insurance	24,486.64	26200.70	12135.00
001-521-460	Repairs & Maintenance	1,701.02	1820.09	8800.00
001-521-470	Copies & Printing	0.00	0.00	0.00
001-521-490	Other Current Charges	294.40	315.01	9000.00
001-521-520	Operating Supplies	317.02	339.21	4100.00
001-521-620	Building Improvement	0.00	0.00	0.00
001-521-625	JAG Grant	0.00	0.00	500.00
001-521-640	Machinery & Equipment	49,699.50	53178.47	500.00
001-521-642	Sheriff Relocation	0.00	0.00	
		\$ 1,059,143.10	1133283.00	991433.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024		FY 2024 Original
		FY 2024 Activity	Amended Budget	Budget
001-524-120	Salaries & Wages	145,540.00	155727.80	183802.00
001-524-123	Personal Time	0.00	0.00	0.00
001-524-129	Disaster Pay	0.00	0.00	0.00
001-524-130	Other Salaries and Wages	270.71	289.66	0.00
001-524-140	Overtime	1,045.97	1119.19	0.00
001-524-151	Uniforms Allowance	225.00	240.75	0.00
001-524-160	Annual Leave	0.00	0.00	0.00
001-524-170	Sick Leave	0.00	0.00	0.00
001-524-210	Payroll Taxes	11,627.58	12441.51	14061.00
001-524-220	Retirement Contribution	120.00	128.40	1500.00
001-524-230	Employee Benefits	26,770.81	28644.77	35000.00
001-524-240	Workers' Comp	6,693.48	7162.02	7500.00
001-524-310	Professional Services	27,087.79	28983.94	2000.00
001-524-312	Attorney	0.00	0.00	0.00
001-524-313	Engineering	93,411.22	99950.01	0.00
001-524-320	Accounting & Auditing	0.00	0.00	0.00
001-524-340	Contract Labor	0.00	0.00	0.00
001-524-341	Building Plan Review	39,119.46	41857.82	3500.00
001-524-400	Travel & Training	503.42	538.66	2500.00
001-524-410	Communication Services-Phones	0.00	0.00	0.00
001-524-411	Communication Svcs-Cell Phones	0.00	0.00	0.00
001-524-412	Communication Svcs-Email	0.00	0.00	0.00
001-524-414	Communications Alarm Monitoring	726.96	777.85	0.00
001-524-415	Web Site	0.00	0.00	1300.00
001-524-417	IT Services	500.11	535.12	12135.00
001-524-425	Freight & Postages	1,960.89	2098.15	50.00
001-524-430	Utility Services	5,343.60	5717.65	0.00
001-524-440	Rent/Leases/Mortgage	560.22	599.44	250.00
001-524-450	Insurance	24,486.63	26200.69	2990.00
001-524-460	Repair & Maintenance	7,993.95	8553.53	750.00
001-524-461	Repairs & Maintenance-Vehicles	461.09	493.37	500.00
001-524-470	Copies & Printing	406.78	435.25	0.00
001-524-490	Other Current Charges	2,659.50	2845.67	250.00
001-524-510	Office Supplies	463.43	495.87	1000.00
001-524-520	Operating Supplies	1,810.82	1937.58	1500.00
001-524-525	Transportation	1,107.56	1185.09	1200.00
001-524-540	Dues & Subscriptions	31.19	33.37	1500.00
001-524-620	CAPITAL OUTLAY BUILDING	0.00	0.00	5000.00
001-524-640	Machinery & Equipment	0.00	0.00	75000.00
001-524-645	Capital Building Outlay	0.00	0.00	15000.00

	\$ 400,928.17	428993.14	368288.00
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RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024 FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget
001-529-120	Salaries & Wages	61,043.00	65316.00	72200.00
001-529-123	Personal Leave	0.00	0.00	
001-529-129	Disaster Pay	0.00	0.00	
001-529-130	Other Salaries and Wages	54.15	58.00	
001-529-140	Overtime	1,990.98	2130.00	0.00
001-529-151	Uniforms Allowance	0.00	0.00	0.00
001-529-160	Annual Leave	0.00	0.00	0.00
001-529-170	Sick Leave	0.00	0.00	0.00
001-529-210	Payroll Taxes	5,057.83	5412.00	5523.00
001-529-220	Retirement Contribution	0.00	0.00	0.00
001-529-230	Employee Benefits	22,121.19	23670.00	10200.00
001-529-240	Workers' Comp	6,693.48	7162.00	3500.00
001-529-310	Professional Services	1,467.65	1570.00	4000.00
001-529-312	Special Magistrate	4,760.00	5093.00	2500.00
001-529-320	Accounting & Auditing	0.00	0.00	0.00
001-529-340	Contract Labor	0.00	0.00	0.00
001-529-341	Contract Labor-Other	0.00	0.00	0.00
001-529-400	Travel & Training	0.00	0.00	1000.00
001-529-410	Communication Services	0.00	0.00	0.00
001-529-414	Communications Alarm Monitoring	427.87	458.00	0.00
001-529-415	Web Site	0.00	0.00	0.00
001-529-417	IT Services	500.10	535.00	12135.00
001-529-425	Freight & Postages	1,245.18	1332.00	350.00
001-529-440	Rent/Leases/Mortgage	22.80	24.00	0.00
001-529-450	Insurance	24,486.63	26201.00	0.00
001-529-460	Repair & Maintenance	402.27	430.00	500.00
001-529-461	Repairs & Maintenance-Vehicles	307.41	329.00	0.00
001-529-470	Copies & Printing	406.79	435.00	250.00
001-529-490	Other Current Charges	3,963.31	4241.00	500.00
001-529-510	Office Supplies	619.46	663.00	400.00
001-529-520	Operating Supplies	4,040.20	4323.00	500.00
001-529-522	Operating Supplies-Uniform	0.00	0.00	0.00
001-529-525	Transportation	597.05	639.00	0.00
001-529-540	Dues & Subscriptions	415.69	445.00	200.00
001-529-640	Machinery & Equipment	0.00	0.00	250.00
		\$ 140,623.04	150466.00	114008.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024 FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget
001-529-120	Salaries & Wages	61,043.00	65316.00	72200.00
001-529-123	Personal Leave	0.00	0.00	
001-529-129	Disaster Pay	0.00	0.00	
001-529-130	Other Salaries and Wages	54.15	58.00	
001-529-140	Overtime	1,990.98	2130.00	0.00
001-529-151	Uniforms Allowance	0.00	0.00	0.00
001-529-160	Annual Leave	0.00	0.00	0.00
001-529-170	Sick Leave	0.00	0.00	0.00
001-529-210	Payroll Taxes	5,057.83	5412.00	5523.00
001-529-220	Retirement Contribution	0.00	0.00	0.00
001-529-230	Employee Benefits	22,121.19	23670.00	10200.00
001-529-240	Workers' Comp	6,693.48	7162.00	3500.00
001-529-310	Professional Services	1,467.65	1570.00	4000.00
001-529-312	Special Magistrate	4,760.00	5093.00	2500.00
001-529-320	Accounting & Auditing	0.00	0.00	0.00
001-529-340	Contract Labor	0.00	0.00	0.00
001-541-120	Salaries & Wages	115,820.94	123928.41	154710.00
001-541-123	Personal Time	0.00	0.00	0.00
001-541-129	Disaster Pay	0.00	0.00	0.00
001-541-130	Other Salaries and Wages	6,441.62	6892.53	0.00
001-541-140	Overtime	5,037.57	5390.20	4000.00
001-541-151	Uniforms Allowance	806.28	862.72	0.00
001-541-160	Annual Leave	0.00	0.00	0.00
001-541-170	Sick Leave	0.00	0.00	0.00
001-541-210	Payroll Taxes	9,743.20	10425.22	12141.00
001-541-220	Retirement Contribution	0.00	0.00	0.00
001-541-230	Employee Benefits	33,537.56	35885.19	33000.00
001-541-240	Workers' Comp	10,391.23	11118.62	9161.00
001-541-310	Professional Services	542.70	580.69	10000.00
001-541-311	Attorney	0.00	0.00	0.00
001-541-312	Engineering	0.00	0.00	4000.00
001-541-320	Accounting & Auditing	0.00	0.00	0.00
001-541-400	Travel & Training	119.26	127.61	1500.00
001-541-410	Communication Services-Phones	0.00	0.00	0.00
001-541-411	Communication Svcs-Cell Phones	0.00	0.00	0.00
001-541-412	Communication Svcs-Email	0.00	0.00	0.00
001-541-414	Communication Svcs-Alarm Monitoring	156.69	167.66	0.00
001-541-415	Web Site	0.00	0.00	0.00
001-541-417	IT Services	50.37	53.90	12135.00
001-541-425	Freight & Postages	0.00	0.00	0.00

001-541-430	Utility Services	71,714.34	76734.34	60000.00
001-541-440	Rent/Leases/Mortgage	22.80	24.40	0.00
001-541-450	Insurance	24,486.64	26200.70	9000.00
001-541-460	Repair & Maintenance	29,247.00	31294.29	50000.00
001-541-461	Repairs & Maintenance-Vehicles	2,636.56	2821.12	15000.00
001-541-464	Capital-Public Works Building	0.00	0.00	0.00
001-541-470	Copies & Printing	0.00	0.00	0.00
001-541-490	Other Current Charges	2,118.45	2266.74	1500.00
001-541-510	Office Supplies	18.74	20.05	0.00
001-541-520	Operating Supplies	2,047.54	2190.87	31000.00
001-541-522	Operating Supplies-Uniform	2,859.16	3059.30	6000.00
001-541-523	P C I Workers	0.00	0.00	0.00
001-541-525	Transportation	9,813.96	10500.94	2500.00
001-541-530	Road Materials & Supplies	1,586.92	1698.00	0.00
001-541-540	Dues & Subscriptions	31.18	33.36	5530.00
001-541-541	Membership Polk Transit	0.00	0.00	0.00
001-541-551	Membership Polk Transit	27,948.42	29904.81	37000.00
001-541-620	Capital Outlay Building	723.26	773.89	0.00
001-541-630	Improvement Main Street	0.00	0.00	0.00
001-541-631	Downtown Lighting	6,157.77	6588.81	0.00
001-541-636	Capital Outlay Sidewalks	0.00	0.00	0.00
001-541-637	Capital Outlay Roadways	0.00	0.00	0.00
001-541-640	Machinery & Equipment	51,351.24	54945.83	60000.00
001-541-645	Road Resurfacing	417,313.74	446525.70	400000.00
001-541-680	Investment Maintenance	0.00	0.00	0.00
001-541-720	Loan Interest	0.00	0.00	0.00
		\$ 832,725.14	891015.90	918177.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024		FY 2024 Original
		FY 2024 Activity	Amended Budget	Budget
001-571-000	Library	0.00	0.00	0.00
001-571-120	Salaries & Wages	87,985.00	94143.95	105870.00
001-571-123	Personal Time	0.00	0.00	0.00
001-571-129	Disaster Pay	0.00	0.00	0.00
001-571-130	Other Salaries and Wages	274.88	294.12	0.00
001-571-140	Overtime	0.00	0.00	0.00
001-571-151	Uniforms Allowance	0.00	0.00	0.00
001-571-160	Annual Leave	0.00	0.00	0.00
001-571-170	Sick Leave	0.00	0.00	0.00
001-571-210	Payroll Taxes	6,967.76	7455.50	8099.00
001-571-220	Retirement Contribution	0.00	0.00	0.00
001-571-230	Employee Benefits	23,361.54	24996.85	30000.00
001-571-240	Workers' Comp	10,919.53	11683.90	1450.00
001-571-310	Professional Services	1,335.31	1428.78	1000.00
001-571-312	Attorney	0.00	0.00	0.00
001-571-313	Engineering	0.00	0.00	0.00
001-571-320	Accounting & Auditing	0.00	0.00	0.00
001-571-400	Travel & Training	0.00	0.00	250.00
001-571-410	Communication Services-Phones	0.00	0.00	900.00
001-571-411	Communication Svcs-Cell Phones	0.00	0.00	0.00
001-571-412	Communication Svcs-Email	0.00	0.00	0.00
001-571-414	Communications Alarm Monitoring	1,699.30	1818.25	0.00
001-571-415	Web Site	0.00	0.00	250.00
001-571-417	IT Services	90.54	96.88	0.00
001-571-425	Freight & Postages	0.00	0.00	50.00
001-571-430	Utility Service	15,890.82	17003.18	12000.00
001-571-440	Rent/Leases/Mortgage	314.34	336.34	0.00
001-571-450	Insurance	24,486.65	26200.72	9200.00
001-571-460	Repair & Maintenance	2,522.40	2698.97	1000.00
001-571-461	Repairs & Maintenance-Vehicles	0.00	0.00	0.00
001-571-470	Copies & Printing	0.00	0.00	500.00
001-571-480	Promotional Activities	14.78	15.81	500.00
001-571-490	Other Current Charges	108.65	116.26	500.00
001-571-510	Office Supplies	186.65	199.72	750.00
001-571-520	Operating Supplies	971.52	1039.53	2000.00
001-571-540	Books	5,930.54	6345.68	6500.00
001-571-541	Dues & Subscriptions	381.18	407.86	1200.00
001-571-550	Books Audio/E-books	993.05	1062.56	1000.00
001-571-555	Books DVD	142.46	152.43	500.00
001-571-620	Buildings Renovations	0.00	0.00	0.00

001-571-630	Improvement other than Bldg	0.00	0.00	0.00
001-571-640	Machinery & Equipment	0.00	0.00	1500.00
001-571-660	Books, Pub & Library Materials	0.00	0.00	100.00
001-571-670	Programming Events	547.50	585.83	500.00
001-571-720	Loan Interest	0.00	0.00	0.00
		\$ 185,124.40	198083.11	185619.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024		FY 2024 Original
		FY 2024 Activity	Amended Budget	Budget
001-572-000	Parks	0.00	0.00	0.00
001-572-120	Salaries & Wages	63,469.73	67912.61	88151.00
001-572-123	Personal Time	0.00	0.00	0.00
001-572-129	Disaster Pay	0.00	0.00	0.00
001-572-130	Other Salaries and Wages	162.43	173.80	0.00
001-572-140	Overtime	1,422.50	1522.08	2500.00
001-572-151	Uniforms Allowance	576.51	616.87	0.00
001-572-160	Parks & Recreation-Annual Leave	0.00	0.00	0.00
001-572-170	Parks & Recreation-Sick Leave	0.00	0.00	0.00
001-572-210	Payroll Taxes	5,057.75	5411.79	6843.00
001-572-220	Retirement Contribution	0.00	0.00	0.00
001-572-230	Employee Benefits	17,116.21	18314.34	25500.00
001-572-240	Workers' Comp	4,844.53	5183.65	6210.00
001-572-310	Professional Services	1,427.22	1527.13	9000.00
001-572-312	Attorney	0.00	0.00	0.00
001-572-313	Engineering	0.00	0.00	0.00
001-572-320	Accounting & Auditing	0.00	0.00	0.00
001-572-400	Travel & Training	148.36	158.75	300.00
001-572-410	Communication Services-Phones	0.00	0.00	0.00
001-572-411	Communication Svcs-Cell Phones	0.00	0.00	0.00
001-572-412	Communication Svcs-Email	0.00	0.00	0.00
001-572-414	Communication Svcs-Alarm Monitoring	156.69	167.66	0.00
001-572-415	Web Site	0.00	0.00	0.00
001-572-417	IT Services	50.37	53.90	12135.00
001-572-425	Freight & Postages	0.00	0.00	50.00
001-572-430	Utility Services Parks	37,889.26	40541.51	29000.00
001-572-431	Utilities Services Lake Marie	0.00	0.00	0.00
001-572-432	Utilities Services Lake Menzie	0.00	0.00	0.00
001-572-440	Rent/Leases/Mortgage	22.80	24.40	0.00
001-572-450	Insurance	24,486.65	26200.72	12000.00
001-572-459	Repairs & Maintenance-Vehicles	1,010.02	1080.72	2200.00
001-572-460	Repair & Maintenance	21,000.21	22470.22	22000.00
001-572-461	Lakes Maintenance	20,444.38	21875.49	6500.00
001-572-462	Trees Maintenance	0.00	0.00	0.00
001-572-470	Copies & Printing	0.00	0.00	0.00
001-572-480	Promotional Activities	0.00	0.00	500.00
001-572-490	Other Current Charges	990.97	1060.34	2500.00
001-572-510	Office Supplies	98.67	105.58	325.00
001-572-520	Operating Supplies	4,051.76	4335.38	2500.00
001-572-521	Landscaping Supplies	3,365.12	3600.68	10000.00

001-572-522	Operating Supplies-Uniforms	1,772.72	1896.81	2500.00
001-572-523	PCI Workers	0.00	0.00	0.00
001-572-525	Transportation	2,893.51	3096.06	7500.00
001-572-540	Dues & Subscriptions	31.18	33.36	100.00
001-572-620	Building Improvement	811.05	867.82	0.00
001-572-630	Improvement other than Bldg	0.00	0.00	0.00
001-572-631	Lake Menzie Project	0.00	0.00	0.00
001-572-632	Lake Marie Project	0.00	0.00	0.00
001-572-633	Town Square CDBG Project	0.00	0.00	0.00
001-572-634	North 8th St CDBG Project	0.00	0.00	0.00
001-572-635	Merrill Street Park	0.00	0.00	0.00
001-572-636	Lincoln Ave CDBG Project	0.00	0.00	0.00
001-572-640	Machinery & Equipment Less \$1000	1,483.87	1587.74	5500.00
001-572-641	Connector Trail-Capital	0.00	0.00	0.00
001-572-642	Capital Equipment	25,372.40	27148.47	90000.00
001-572-685	Security Camera	0.00	0.00	0.00
		\$ 240,156.87	256967.85	343814.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024		FY 2024 Original
		FY 2024 Activity	Amended Budget	Budget
001-574-000	Recreation	0.00	0.00	0.00
001-574-120	Salaries & Wages	0.00	0.00	0.00
001-574-123	Personal Time	0.00	0.00	0.00
001-574-129	Disaster Pay	0.00	0.00	0.00
001-574-130	Other Salaries and Wages	0.00	0.00	0.00
001-574-140	Overtime	0.00	0.00	0.00
001-574-160	Annual Leave	0.00	0.00	0.00
001-574-170	Sick Leave	0.00	0.00	0.00
001-574-210	Payroll Taxes	0.00	0.00	0.00
001-574-220	Retirement Contribution	0.00	0.00	0.00
001-574-230	Employee Benefits	0.00	0.00	0.00
001-574-240	Workers' Comp	0.00	0.00	0.00
001-574-310	Professional Services	2.37	2.54	0.00
001-574-312	Attorney	0.00	0.00	0.00
001-574-313	Engineering	0.00	0.00	0.00
001-574-320	Accounting & Auditing	0.00	0.00	0.00
001-574-340	Recreation Spec Events-Prof Fees	0.00	0.00	0.00
001-574-400	Travel & Training	0.00	0.00	0.00
001-574-410	Communication Services-Phones	0.00	0.00	0.00
001-574-411	Communication Svcs-Cell Phone	0.00	0.00	0.00
001-574-412	Communication Svcs-Email	0.00	0.00	0.00
001-574-414	Communication Svcs-Alarm Monitoring	0.00	0.00	0.00
001-574-415	Web Site	0.00	0.00	0.00
001-574-417	IT Services	0.00	0.00	12135.00
001-574-425	Freight & Postages	0.00	0.00	0.00
001-574-430	Utility Services	0.00	0.00	0.00
001-574-440	Rent/Leases/Mortgage	0.00	0.00	0.00
001-574-450	Insurance	12,416.87	13286.05	0.00
001-574-460	Repair & Maintenance	29,448.13	31509.50	0.00
001-574-470	Copies & Printing	0.00	0.00	1000.00
001-574-480	Promotional Activities	12.60	13.48	1000.00
001-574-490	Other Current Charges	4,173.40	4465.54	0.00
001-574-510	Office Supplies	0.00	0.00	0.00
001-574-520	Operating Supplies	236.43	252.98	1500.00
001-574-525	Transportation	0.00	0.00	0.00
001-574-526	B2School Event	1,019.78	1091.16	3500.00
001-574-527	MLK Parade		0.00	1500.00
001-574-528	Juneteenth		0.00	1500.00
001-574-530	Fall Festival	5,033.15	5385.47	3000.00
001-574-531	Christmas Events	15,592.28	16683.74	15000.00

001-574-532	Easter	2,395.56	2563.25	2000.00
001-574-533	Movies in the Park	185.81	198.82	1000.00
001-574-534	Christmas Dinner Events-Decor	11,190.22	11973.54	7500.00
001-574-535	The 4th of July	20,155.96	21566.88	21000.00
001-574-536	Legacy Tree & Bench Program	0.00	0.00	0.00
001-574-537	Summer Recreation	0.00	0.00	0.00
001-574-538	Toy Drive-Christmas	924.26	988.96	1000.00
001-574-539	Centennial Events	24,336.63	26040.19	2500.00
001-574-540	Dues & Subcriptions	7,891.78	8444.20	0.00
001-574-552	School Holidays' Camp	0.00	0.00	0.00
001-574-554	New Recreation Programs	24.00	25.68	0.00
001-574-620	Building Improvement	19,413.00	20771.91	0.00
001-574-640	Machinery & Equipment	0.00	0.00	15000.00
001-574-650	Play Ground Equipment	0.00	0.00	0.00
001-574-675	Community Center Kitchen Equipment	0.00	0.00	0.00
		\$ 154,452.23	165263.89	90135.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024		FY 2024 Original
		FY 2024 Activity	Amended Budget	Budget
001-574-000	Recreation	0.00	0.00	0.00
001-574-120	Salaries & Wages	0.00	0.00	0.00
001-574-123	Personal Time	0.00	0.00	0.00
001-574-129	Disaster Pay	0.00	0.00	0.00
001-574-130	Other Salaries and Wages	0.00	0.00	0.00
001-574-140	Overtime	0.00	0.00	0.00
001-574-160	Annual Leave	0.00	0.00	0.00
001-574-170	Sick Leave	0.00	0.00	0.00
001-574-210	Payroll Taxes	0.00	0.00	0.00
001-574-220	Retirement Contribution	0.00	0.00	0.00
001-574-230	Employee Benefits	0.00	0.00	0.00
001-574-240	Workers' Comp	0.00	0.00	0.00
001-574-310	Professional Services	2.37	2.54	0.00
001-574-312	Attorney	0.00	0.00	0.00
001-574-313	Engineering	0.00	0.00	0.00
001-574-320	Accounting & Auditing	0.00	0.00	0.00
001-574-340	Recreation Spec Events-Prof Fees	0.00	0.00	0.00
001-574-400	Travel & Training	0.00	0.00	0.00
001-574-410	Communication Services-Phones	0.00	0.00	0.00
001-574-411	Communication Svcs-Cell Phone	0.00	0.00	0.00
001-574-412	Communication Svcs-Email	0.00	0.00	0.00
001-574-414	Communication Svcs-Alarm Monitoring	0.00	0.00	0.00
001-574-415	Web Site	0.00	0.00	0.00
001-574-417	IT Services	0.00	0.00	12135.00
001-574-425	Freight & Postages	0.00	0.00	0.00
001-574-430	Utility Services	0.00	0.00	0.00
001-574-440	Rent/Leases/Mortgage	0.00	0.00	0.00
001-574-450	Insurance	12,416.87	13286.05	0.00
001-574-460	Repair & Maintenance	29,448.13	31509.50	0.00
001-574-470	Copies & Printing	0.00	0.00	1000.00
001-574-480	Promotional Activities	12.60	13.48	1000.00
001-574-490	Other Current Charges	4,173.40	4465.54	0.00
001-574-510	Office Supplies	0.00	0.00	0.00
001-574-520	Operating Supplies	236.43	252.98	1500.00
001-574-525	Transportation	0.00	0.00	0.00
001-574-526	B2School Event	1,019.78	1091.16	3500.00
001-574-527	MLK Parade		0.00	1500.00
001-574-528	Juneteenth		0.00	1500.00
001-574-530	Fall Festival	5,033.15	5385.47	3000.00
001-574-531	Christmas Events	15,592.28	16683.74	15000.00

001-574-532	Easter	2,395.56	2563.25	2000.00
001-574-533	Movies in the Park	185.81	198.82	1000.00
001-574-534	Christmas Dinner Events-Decor	11,190.22	11973.54	7500.00
001-574-535	The 4th of July	20,155.96	21566.88	21000.00
001-574-536	Legacy Tree & Bench Program	0.00	0.00	0.00
001-574-537	Summer Recreation	0.00	0.00	0.00
001-574-538	Toy Drive-Christmas	924.26	988.96	1000.00
001-574-539	Centennial Events	24,336.63	26040.19	2500.00
001-574-540	Dues & Subcriptions	7,891.78	8444.20	0.00
001-574-552	School Holidays' Camp	0.00	0.00	0.00
001-574-554	New Recreation Programs	24.00	25.68	0.00
001-574-620	Building Improvement	19,413.00	20771.91	0.00
001-574-640	Machinery & Equipment	0.00	0.00	15000.00
001-574-650	Play Ground Equipment	0.00	0.00	0.00
001-574-675	Community Center Kitchen Equipment	0.00	0.00	0.00
		\$ 154,452.23	165263.89	90135.00

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget
001-593-000	NON OPERATING	0.00	0.00	0.00
001-593-100	NON OPERATING CHARGES	0.00	0.00	0.00
001-593-220	Retirement Contribution	0.00	0.00	0.00
001-593-250	Unemployment Comp	0.00	0.00	5000.00
001-593-251	Tuition Assistance	0.00	0.00	0.00
001-593-415	Web Site	0.00	0.00	0.00
001-593-520	Operating Supplies	0.00	0.00	0.00
001-593-521	Hurricane Recovery	0.00	0.00	0.00
001-593-550	Emergency Declaration EM-3432	0.00	0.00	0.00
001-593-595	Fire Truck Loan Payment	0.00	0.00	0.00
001-593-635	Bank Fees	0.00	0.00	0.00
001-593-650	Road Re-Surfacing	0.00	0.00	0.00
001-593-720	IT Support City of Winter Haven	0.00	0.00	0.00
001-593-721	Community Development Block Grant	0.00	0.00	0.00
001-593-750	Working Reserve	0.00	0.00	50000.00
001-593-770	Community Development Block Grant	0.00	0.00	0.00
001-593-810	Contribution Chamber of Commerce	0.00	0.00	0.00
001-593-811	Impact Fee Road Restricted	0.00	0.00	0.00
001-593-812	Impact Fee Recreation Dept Restricted	0.00	0.00	0.00
001-593-813	Impact Fee Library Restricted	0.00	0.00	0.00
001-593-814	Impact Fee Police Dept Restricted	0.00	0.00	0.00
001-593-815	Impact Fee Fire Dept Restricted	0.00	0.00	0.00
001-593-816	Restricted 5 Cent Gas Tax	0.00	0.00	0.00
001-593-817	Donations	0.00	0.00	0.00
001-593-818	Transfer to Enterprise Fund	0.00	0.00	0.00
001-593-819	Transfer to Building Restricted Account	0.00	0.00	0.00
001-593-830	Contribution Historical Depot	0.00	0.00	0.00
001-593-840	Contribution Historical Depot	0.00	0.00	0.00
001-593-910	Debt Services Wachovia 2.8M Principal	187,872.00	201023.04	180923.00
001-593-925	Debt Services Wachovia 2.8M Interest	41,926.00	44860.82	48876.00
001-593-935	Lease Debt Service	0.00	0.00	0.00
001-593-950	Debt Services T A N Principal	0.00	0.00	0.00
001-593-975	Debt Services T A N Interest	0.00	0.00	0.00
001-593-990	Contingency	0.00	0.00	0.00
		\$ 229,798.00	245884.00	284799.00
	Transfer Out	699823.22	748810.85	0.00
	Carry Forward to Fund Balance	0.00	0.00	0.00
	Total Expenditures-General Fund	\$ 5,533,141.32	5920460.14	4571386.00

General Fund Balancing \$ 504,883.50 421911.86 668105.00

Fire

Item 4.
Revenues

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	Type	FY 2024			
			FY 2024 Activity	Amended Budget	FY 2024 Original Budget	Difference
102-325-201	Special Assessment- Fire	R	\$ 280,626.00	\$ 286,626.00	\$ 235,010.00	\$ 51,616.00
102-331-000	Federal Grants	R	0.00	0.00	0.00	0.00
102-334-200	State of FL Grants Public Safety	R	0.00	0.00	0.00	0.00
102-369-000	Other Revenues	R	0.00	0.00	0.00	0.00
	Transfer In (General)		\$ 507,163.00	\$ 513,207.22	\$ 507,163.00	\$ 6,044.22
	Total Revenues - Impact Fund		\$ 787,789.00	\$ 799,833.22	\$ 742,173.00	\$ 57,660.22

Fire Expend Item 4.

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	Type	FY 2024			Difference
			FY 2024 Activity	Amended Budget	FY 2024 Original Budget	
102-522-120	Salaries & Wages	E	345,004.38	369,154.69	470865	\$ (101,710.31)
102-522-123	Personal Time	E	0.00	0.00	0	\$ -
102-522-129	Disaster Pay	E	0.00	0.00	7200	\$ (7,200.00)
102-522-130	Other Salaries and Wages	E	812.13	868.98	35348	\$ (34,479.02)
102-522-140	Overtime	E	57,484.26	61,508.16	0	\$ 61,508.16
102-522-150	Stipends	E	1,923.25	2,057.88	40000	\$ (37,942.12)
102-522-151	Uniforms Allowance	E	0.00	0.00	13329	\$ (13,329.00)
102-522-160	Annual Leave	E	0.00	0.00	2000	\$ (2,000.00)
102-522-170	Sick Leave	E	0.00	0.00	0	\$ -
102-522-210	Payroll Taxes	E	31,638.92	33,853.64	0	\$ 33,853.64
102-522-220	Retirement Contribution	E	0.00	0.00	0	\$ -
102-522-230	Employee Benefits	E	112,564.55	120,444.07	18500	\$ 101,944.07
102-522-240	Workers' Comp	E	11,351.41	12,146.01	4270	\$ 7,876.01
102-522-310	Professional Services	E	6,998.86	7,488.78	450	\$ 7,038.78
102-522-312	Attorney	E	0.00	0.00	0	\$ -
102-522-313	Engineering	E	0.00	0.00	0	\$ -
102-522-320	Accounting & Auditing	E	0.00	0.00	0	\$ -
102-522-340	Contract Labor-Dispatch Svcs	E	12,030.38	12,872.51	0	\$ 12,872.51
102-522-400	Travel & Training	E	1,830.00	1,958.10	0	\$ 1,958.10
102-522-410	Communication Services-Phones	E	15,552.00	16,640.64	0	\$ 16,640.64
102-522-411	Communication Svcs-Cell Phones	E	0.00	0.00	0	\$ -
102-522-412	Communication Svcs-Email	E	1,416.63	1,515.79	0	\$ 1,515.79
102-522-414	Communications Alarm Monitoring	E	0.00	0.00	8506	\$ (8,506.00)
102-522-415	Web Site	E	0.00	0.00	0	\$ -
102-522-417	IT Services	E	50.38	53.91	3500	\$ (3,446.09)
102-522-425	Freight & Postages	E	426.11	455.94	0	\$ 455.94
102-522-430	Utility Services	E	2,531.36	2,708.56	0	\$ 2,708.56
102-522-440	Rent/Leases/Mortgage	E	22.80	24.40	11970	\$ (11,945.60)
102-522-450	Insurance	E	24,486.64	26,200.70	26685	\$ (484.30)
102-522-460	Repair & Maintenance	E	12,290.46	13,150.79	0	\$ 13,150.79
102-522-461	Repairs & Maintenance-Vehicles	E	19,626.58	21,000.44	0	\$ 21,000.44
102-522-470	Copies & Printing	E	0.00	0.00	0	\$ -
102-522-480	Promotional Activities	E	0.00	0.00	0	\$ -
102-522-490	Other Current Charges	E	652.86	698.56	1000	\$ (301.44)
102-522-510	Office Supplies	E	198.27	212.15	300	\$ (87.85)
102-522-520	Operating Supplies	E	5,537.92	5,925.57	4000	\$ 1,925.57
102-522-522	Operating Supplies-Uniforms	E	5,376.85	5,753.23	4000	\$ 1,753.23
102-522-525	Transportation	E	7,594.52	8,126.14	6000	\$ 2,126.14
102-522-540	Dues & Subscriptions	E	3,517.75	3,763.99	500	\$ 3,263.99
102-522-620	Building Improvement	E	7,954.61	8,511.43	0	\$ 8,511.43
102-522-640	Machinery & Equipment	E	47,991.12	51,350.50	37250	\$ 14,100.50
102-522-900	FD Capital Lease	E	10,642.68	11,387.67	21,500.00	\$ (10,112.33)
102-522-901	Fleet Finance			0.00	25,000.00	\$ 25,000.00
Total Expenditures - Impact Fund			\$ 747,507.68	\$ 799,833.22	\$ 742,173.00	\$ 107,660.22

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	Type	FY 2024	FY 2024	FY 2024 Original	
			Activity	Amended Budget	Budget	Difference
401-313-000	Franchise Fees	R	0.00	0.00	0.00	0.00
401-313-700	Solid Waste	R	0.00	0.00	0.00	0.00
401-325-202	Stormwater Special Assessment	R	182939.82	195745.61	180000.00	15745.61
401-330-000	Intergovernmental Revenue	R	0.00	0.00	0.00	0.00
401-330-300	EDB Reimbursement	R	0.00	0.00	0.00	0.00
401-330-400	USDA Reimbursement for 1 A&B	R	0.00	0.00	0.00	0.00
401-331-000	Federal Grants	R	0.00	0.00	0.00	0.00
401-331-100	USDA Grant -1C	R	0.00	0.00	0.00	0.00
401-331-200	School Board	R	0.00	0.00	0.00	0.00
401-331-400	USDA Water System Project	R	0.00	0.00	0.00	0.00
401-331-510	Federal Grant-ARPA Funds	R	0.00	0.00	2526306.00	-2526306.00
401-331-551	CDBG - Water	R	0.00	0.00	0.00	0.00
401-331-552	CDBG - Sewer/Waste Water	R	0.00	0.00	0.00	0.00
401-332-100	American Rescue Plan Act - Federal Funds	R	0.00	0.00	0.00	0.00
401-334-000	State of Florida Grants	R	0.00	0.00	0.00	0.00
401-334-350	State of Florida 2004 CDBG	R	0.00	0.00	0.00	0.00
401-334-360	Stormwater Management	R	0.00	0.00	0.00	0.00
401-337-000	Grants/Contributions - Local Government	R	0.00	0.00	0.00	0.00
401-337-100	Swfmd Reclaimed Water System	R	0.00	0.00	0.00	0.00
401-337-800	Up Front Contribution (SWW)	R	0.00	0.00	0.00	0.00
401-338-000	State Shared Revenues	R	0.00	0.00	0.00	0.00
401-338-100	Community Clean Up Fund	R	0.00	0.00	0.00	0.00
401-340-000	Loans	R	0.00	0.00	0.00	0.00
401-340-100	Water Impact Fees Restricted	R	0.00	0.00	0.00	0.00
401-340-200	Truck & Vehicle Loan	R	0.00	0.00	0.00	0.00
401-340-300	SunTrust Loan #2	R	0.00	0.00	0.00	0.00
401-343-000	Charges for Services	R	0.00	0.00	0.00	0.00
401-343-300	Water Revenue	R	1096009.78	1172730.46	1044318.00	128412.46
401-343-301	Water Utility Tax (inside)	R	53483.78	57227.64	0.00	57227.64
401-343-320	Impact Fees	R	0.00	0.00	0.00	0.00
401-343-321	Water Impact Fees	R	19267.20	20615.90	0.00	20615.90
401-343-322	Wastewater Impact Fees	R	24544.00	26262.08	0.00	26262.08
401-343-400	Solid Waste Revenue	R	1059021.67	1133153.19	1034937.00	98216.19
401-343-410	Landfill Tonnage Refunds	R	0.00	0.00	0.00	0.00
401-343-420	Idle Capacity Charges	R	0.00	0.00	0.00	0.00
401-343-421	Water Idle Capacity Charge	R	33048.00	35361.36	138388.00	-103026.64
401-343-422	Wastewater Idle Capacity Charge	R	99742.50	106724.48	30000.00	76724.48
401-343-500	Wastewater Revenue	R	837743.64	896385.69	825641.00	70744.69
401-343-501	Sewer Tap Fees	R	3502.78	3747.97	5000.00	-1252.03
401-343-502	Overages/Shortages	R	391.49	418.89	0.00	418.89
401-343-510	Wastewater Bulk Svc	R	31588.81	33800.03	12000.00	21800.03
401-343-550	Bad Debts Recovery	R	0.00	0.00	0.00	0.00
401-343-600	Reclaimed Water	R	0.00	0.00	0.00	0.00
401-343-601	Meter Installation Fees	R	0.00	0.00	20000.00	-20000.00
401-343-900	Stormwater	R	0.00	0.00	0.00	0.00
401-343-910	Utility Const Inspection Permit	R	0.00	0.00	0.00	0.00
401-349-000	Late & Non Payment Fees	R	91060.00	97434.20	85000.00	12434.20
401-349-001	Garbage Curbside Penalty	R	0.00	0.00	0.00	0.00
401-349-100	Nonpayment Fees	R	0.00	0.00	0.00	0.00
401-349-120	NSF Fees	R	120.00	128.40	1000.00	-871.60
401-361-000	Interest Income	R	49151.74	52592.36	0.00	52592.36
401-361-100	Investment Income - Sewer	R	0.00	0.00	0.00	0.00
401-361-200	Meter Installation Fees	R	35934.15	38449.54	0.00	38449.54
401-364-000	Disposition of Fixed Assets	R	0.00	0.00	0.00	0.00
401-364-001	Sale of Property	R	0.00	0.00	0.00	0.00
401-364-100	Sewer on Disposition	R	0.00	0.00	0.00	0.00
401-364-200	Water on Disposition	R	0.00	0.00	0.00	0.00
401-369-000	Other Revenues	R	33455.99	35797.91	0.00	35797.91
401-369-100	Misc. Income	R	0.00	0.00	0.00	0.00
401-369-200	Reserves	R	0.00	0.00	0.00	0.00
401-369-300	Carryover	R	0.00	0.00	0.00	0.00
401-369-800	Grant Proceeds	R	0.00	0.00	0.00	0.00
401-369-960	Grant Funding	R	0.00	0.00	0.00	0.00
401-369-970	Proceeds from Insurance	R	0.00	0.00	0.00	0.00
401-369-990	Miscellaneous Income	R	0.00	0.00	0.00	0.00
401-369-998	Donated Infrastructure - Sewer	R	0.00	0.00	0.00	0.00
401-369-999	Donated Infrastructure - Water	R	0.00	0.00	0.00	0.00
401-370-100	Carry Over from Sun Trust Loan	R	0.00	0.00	0.00	0.00
401-380-000	Transfer from Impact Fee Act	R	0.00	0.00	0.00	0.00
401-380-999	Carry Over	R	0.00	0.00	0.00	0.00
401-381-000	Interfund Transfers	R	0.00	0.00	0.00	0.00
401-381-001	Transfer from General to Enterprise Fund	R	0.00	0.00	0.00	0.00
401-381-100	Interfund Trans from Gen Fund	R	0.00	0.00	0.00	0.00
401-381-300	Transfer from Impact Fee Spec Rev Fund	R	0.00	0.00	0.00	0.00
401-383-000	Meter Installation Fee	R	0.00	0.00	0.00	0.00
Total Revenues - Enterprise Fund			3651005.35	3906575.72	5902590.00	-1996014.28

RESOLUTION 24-34
EXHIBIT A

Account Number	Description	Type	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget	Difference
401-533-000	Water	E	0.00	0.00	0.00	0.00
401-533-120	Salaries & Wages	E	378198.67	404672.58	346754	57918.58
401-533-123	Personal Time	E	0.00	0.00	0.00	0.00
401-533-130	Other Salaries and Wages	E	6683.65	7151.51	0	7151.51
401-533-140	Overtime	E	33368.77	35704.58	45000	-9295.42
401-533-151	Uniforms Allowance	E	594.82	636.46	0	636.46
401-533-160	Annual Leave	E	0.00	0.00	0	0.00
401-533-170	Sick Leave	E	0.00	0.00	0	0.00
401-533-210	Payroll Taxes	E	22252.00	23809.64	23000	809.64
401-533-220	Retirement Contribution	E	3700.53	3959.57	3200	759.57
401-533-230	Employee Benefits	E	129405.17	138463.53	90000	48463.53
401-533-240	Workers' Comp	E	8806.50	9422.96	10000	-577.05
401-533-310	Professional Services	E	116251.18	124388.76	33705	90683.76
401-533-311	IT-Support	E	0.00	0.00	0	0.00
401-533-313	Engineering	E	14317.34	15319.55	0	15319.55
401-533-315	Sampling	E	8511.60	9107.41	10300	-1192.59
401-533-340	Contract Labor	E	140.00	149.80	15000	-14850.20
401-533-400	Travel & Training	E	975.00	1043.25	3000	-1956.75
401-533-414	Communication Svcs-Alarm Monitoring	E	1365.19	1460.75	3000	-1539.25
401-533-416	Annual Software Maintenance Agreemen	E	0.00	0.00	56500	-56500.00
401-533-417	IT Services	E	188.70	201.91	12135	-11933.09
401-533-425	Freight & Postages	E	8496.39	9091.14	4500	4591.14
401-533-430	Utility Services	E	97053.72	103847.48	100000	3847.48
401-533-440	Rent/Leases/Mortgage	E	703.06	752.27	13000	-12247.73
401-533-450	Insurance	E	25153.24	26913.97	20000	6913.97
401-533-460	Repair & Maintenance	E	87927.85	94082.80	75000	19082.80
401-533-461	Water Pump Repairs	E	80516.39	86152.54	10000	76152.54
401-533-462	Repairs & Maintenance-Vehicles	E	5731.39	6132.59	10000	-3867.41
401-533-470	Copies & Printing	E	0.00	0.00	2500	-2500.00
401-533-490	Other Current Charges	E	1970.07	2107.97	1000	1107.97
401-533-510	Office Supplies	E	819.18	876.52	1300	-423.48
401-533-520	Operating Supplies	E	112842.00	120740.94	40000	80740.94
401-533-521	Operating Supplies-Chemicals	E	34052.60	36436.28	35000	1436.28
401-533-522	Operating Supplies-Uniforms	E	1817.03	1944.22	0	1944.22
401-533-525	Transportation	E	14154.64	15145.46	8500	6645.46
401-533-533	Uniforms Allowance			0.00	4000	-4000.00
401-533-540	Dues & Subcriptions	E	7069.21	7564.05	7500	64.05
401-533-630	Improvement other than Bldg	E	750.00	802.50	0	802.50
401-533-633	American Rescue Plan Act - Capital Infr	E	0.00	0.00	2000000	-2000000.00
401-533-640	Machinery & Equipment	E	1300.00	1391.00	55000	-53609.00
401-533-651	Water Utility Interconnection	E	142807.35	152803.86	0	152803.86
401-533-652	Hwy 27 Widening	E	0.00	0.00	0	0.00
401-533-653	USDA Grant/Loan	E	0.00	0.00	0	0.00
401-533-654	Neptune Meter Reading System	E	25680.00	27477.60	0	27477.60
401-533-655	Hickory Walk Water Plant	E	0.00	0.00	0	0.00
401-533-680	Investment Maintenance	E	0.00	0.00	0	0.00
401-533-690	Interest Expense	E	0.00	0.00	0	0.00
401-533-700	Debt Service	E	0.00	0.00	0	0.00
401-533-710	Debt Service Principal	E	0.00	0.00	0	0.00
401-533-711	Capital Lease Payments	E	0.00	0.00	0	0.00
401-533-720	Debt Service Interest	E	0.00	0.00	0	0.00
401-533-800	Depreciation	E	0.00	0.00	0	0.00
401-533-900	Bad Debt Expense	E	0.00	0.00	0	0.00
401-533-990	Nonoperating expenses WD	E	0.00	0.00	0.00	0.00
			1373603.24	1469755.00	3038894.00	-1569139.00

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Account Number	Description	Type	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget	Difference
401-534-000	Solid Waste	E	0.00	0.00	0.00	0.00
401-534-120	Salaries & Wages	E	195227.34	208893.25	154710.00	54183.25
401-534-123	Personal Time	E	0.00	0.00	0.00	0.00
401-534-129	Disaster Pay	E	0.00	0.00	0.00	0.00
401-534-130	Other Salaries and Wages	E	324.84	347.58	0.00	347.58
401-534-140	Overtime	E	11285.04	12074.99	4000.00	8074.99
401-534-151	Uniforms Allowance	E	458.91	491.03	0.00	491.03
401-534-160	Annual Leave	E	0.00	0.00	0.00	0.00
401-534-170	Sick Leave	E	0.00	0.00	0.00	0.00
401-534-210	Payroll Taxes	E	16294.94	17435.59	6000.00	11435.59
401-534-220	Retirement Contribution	E	0.00	0.00	0.00	0.00
401-534-230	Employee Benefits	E	70884.09	75845.98	60000.00	15845.98
401-534-240	Sanitation WC Insurance	E	10391.22	11118.61	9161.00	1957.61
401-534-310	Professional Services	E	649.13	694.57	10000.00	-9305.43
401-534-312	Engineering	E	0.00	0.00	2500.00	-2500.00
401-534-320	Accounting & Auditing	E	0.00	0.00	0.00	0.00
401-534-330	Landfill Expenses	E	0.00	0.00	0.00	0.00
401-534-340	Contract Labor	E	558297.55	597378.38	420000.00	177378.38
401-534-400	Travel & Training	E	89.40	95.66	0.00	95.66
401-534-410	Communication Services	E	156.66	167.63	0.00	167.63
401-534-417	IT Services	E	102.96	110.17	0.00	110.17
401-534-425	Freight & Postages	E	8250.28	8827.80	1500.00	7327.80
401-534-430	Utility Services	E	0.00	0.00	6950.00	-6950.00
401-534-440	Rent/Leases/Mortgage	E	22.80	24.40	0.00	24.40
401-534-450	Insurance	E	24486.64	26200.70	2000.00	24200.70
401-534-460	Repair & Maintenance	E	2126.39	2275.24	5000.00	-2724.76
401-534-461	Repairs & Maintenance – Vehicles	E	30962.03	33129.37	10000.00	23129.37
401-534-470	Copies & Printing	E	0.00	0.00	3000.00	-3000.00
401-534-490	Other Current Charges	E	161.54	172.85	1500.00	-1327.15
401-534-510	Office Supplies	E	65.79	70.40	250.00	-179.60
401-534-520	Operating Supplies	E	19859.42	21249.58	38000.00	-16750.42
401-534-522	Operating Supplies-Uniforms	E	2056.91	2200.89	5000.00	-2799.11
401-534-525	Transportation	E	39526.06	42292.88	40000.00	2292.88
401-534-540	Dues & Subscriptions	E	31.19	33.37	0.00	33.37
401-534-620	Capital Outlay Building	E	723.26	773.89	0.00	773.89
401-534-640	MACHINERY & EQUIPMENT	E	5879.34	6290.89	0.00	6290.89
401-534-650	Construction in Progress	E	0.00	0.00	100000.00	-100000.00
401-534-690	Sanitation - Interest Expenses	E	0.00	0.00	0.00	0.00
401-534-700	Debt Services	E	0.00	0.00	0.00	0.00
401-534-710	Debt Service Principal	E	0.00	0.00	0.00	0.00
401-534-711	Capital Lease Payments	E	88140.00	94309.80	0.00	94309.80
401-534-720	Debt Service Interest	E	0.00	0.00	0.00	0.00
401-534-721	Lease Interest Expense	E	0.00	0.00	0.00	0.00
401-534-800	Depreciation Expense	E	0.00	0.00	0.00	0.00
401-534-801	Amortization - RTU Assets	E	0.00	0.00	0.00	0.00
			1086453.73	1162505.49	879571.00	282934.49

RESOLUTION 24-34
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Account Number	Description	Type	FY 2024 Activity	FY 2024 Amended Budget	FY 2024 Original Budget	Difference
401-535-000	Wastewater Treatment	E	0.00	0.00		0.00
401-535-120	Salaries & Wages	E	142723.07	152713.68	253792	-101078.32
401-535-123	Personal Time	E	0.00	0.00	0	0.00
401-535-129	Disaster Pay	E	0.00	0.00	0	0.00
401-535-130	Other Salaries and Wages	E	5994.11	6413.70	0	6413.70
401-535-140	Overtime	E	4604.67	4927.00	7000	-2073.00
401-535-151	Uniforms Allowance	E	490.81	525.17	0	525.17
401-535-160	Annual Leave	E	0.00	0.00	0	0.00
401-535-170	Sick Leave	E	0.00	0.00	0	0.00
401-535-210	Payroll Taxes	E	11722.17	12542.72	11858	684.72
401-535-220	Retirement Contribution	E	1700.00	1819.00	3800	-1981.00
401-535-230	Employee Benefits	E	36995.59	39585.28	26000	13585.28
401-535-240	Workers' Comp	E	8806.50	9422.96	10800	-1377.05
401-535-310	Professional Services	E	17670.34	18907.26	35000	-16092.74
401-535-312	Attorney	E	0.00	0.00	0	0.00
401-535-313	Engineering	E	0.00	0.00	10000	-10000.00
401-535-315	Sampling	E	19392.80	20750.30	12000	8750.30
401-535-316	Special Projects	E	0.00	0.00	0	0.00
401-535-320	Accounting & Auditing	E	0.00	0.00	0	0.00
401-535-340	Contract Labor	E	0.00	0.00	15000	-15000.00
401-535-341	Sewage Treat Contract-Sludge Removal	E	122250.00	130807.50	75000	55807.50
401-535-400	Travel & Training	E	297.53	318.36	1000	-681.64
401-535-410	Communication Services-Phones	E	0.00	0.00	0	0.00
401-535-411	Communication Svcs-Cell Phones	E	0.00	0.00	0	0.00
401-535-412	Communication Svcs-Email	E	0.00	0.00	0	0.00
401-535-413	Communication Svcs-Newspaper Advertis	E	0.00	0.00	0	0.00
401-535-414	COMMUNICATIONS ALARM MONITORING	E	1389.96	1487.26	1500	-12.74
401-535-415	Web Site	E	0.00	0.00	0	0.00
401-535-416	Software	E	0.00	0.00	10000	-10000.00
401-535-417	IT Services	E	50.37	53.90	12135	-12081.10
401-535-425	Freight & Postages	E	8356.14	8941.07	6000	2941.07
401-535-430	Utilities	E	82378.93	88145.46	87500	645.46
401-535-440	Rent/Leases/Mortgage	E	22.80	24.40	100	-75.60
401-535-450	Insurance	E	24626.37	26350.22	17000	9350.22
401-535-460	Repair & Maintenance	E	42069.29	45014.14	150000	-104985.86
401-535-461	Repairs & Maintenance-Vehicles	E	39284.18	42034.07	6000	36034.07
401-535-464	LIFT STATION MAINTENENCE	E	64486.18	69000.21	0	69000.21
401-535-470	Copies & Printing	E	0.00	0.00	100	-100.00
401-535-490	Other Current Charges	E	1044.94	1118.09	500	618.09
401-535-510	Office Supplies	E	454.83	486.67	150	336.67
401-535-520	Operating Supplies	E	23878.45	25549.94	26000	-450.06
401-535-521	Operating Supplies-Chemicals	E	15056.85	16110.83	9000	7110.83
401-535-522	Operating Supplies-Uniforms	E	1026.43	1098.28	2500	-1401.72
401-535-523	PCI Workers	E	0.00	0.00	0	0.00
401-535-525	Transportation	E	5644.09	6039.18	5000.00	1039.18
401-535-540	Dues & Subcriptions	E	5453.10	5834.82	1000.00	4834.82
401-535-620	Capital Outlay Building	E	0.00	0.00	0.00	0.00
401-535-630	Improvement other than Bldg	E	177410.27	189828.99	0.00	189828.99
401-535-632	Line Construction	E	0.00	0.00	0.00	0.00
401-535-633	American Rescue Plan Act - Capital Infr	E	0.00	0.00	526306.00	-526306.00
401-535-640	Machinery & Equipment	E	179802.37	192388.54	236238.00	-43849.46
401-535-650	Construction in Progress	E	-164464.04	-175976.52	0.00	-175976.52
401-535-711	Capital Lease Payments	E	12896.96	13799.75	13000.00	799.75
401-535-720	Interest	E	0.00	0.00	0.00	0.00
401-535-721	USDA Loan	E	0.00	0.00	0.00	0.00
401-535-800	Depreciation	E	0.00	0.00	0.00	0.00
			893516.06	956062.18	1571279.00	-615216.82

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RESOLUTION 24-34
EXHIBIT A

Account Number	Description	Type	FY 2024	FY 2024	FY 2024 Original	Difference
			Activity	Amended Budget	Budget	
401-538-000	Stormwater	E	0.00	0.00	0.00	0.00
401-538-120	Salaries & Wages	E	71943.00	76979.01	87758	-10778.99
401-538-129	Disaster Pay	E	0.00	0.00	0	0.00
401-538-130	Other Salaries and Wages	E	216.56	231.72	0	231.72
401-538-140	Overtime	E	3308.71	3540.32	2500	1040.32
401-538-151	Uniforms Allowance	E	406.56	435.02	0	435.02
401-538-210	Payroll Taxes	E	3967.83	4245.58	6905	-2659.42
401-538-220	Storm Water 457 Contribution	E	340.00	363.80	900	-536.20
401-538-230	Employee Benefits	E	50993.80	54563.37	2600	51963.37
401-538-240	Storm Water Workers Compensation	E	8806.49	9422.94	10000	-577.06
401-538-310	Professional Services	E	99503.41	106468.65	15000	91468.65
401-538-313	Engineering	E	1578.75	1689.26	5000	-3310.74
401-538-400	Travel & Training	E	400.18	428.19	1500	-1071.81
401-538-410	Communication Services-Phones	E	156.66	167.63	0	167.63
401-538-411	Communication Svcs-Cell Phones	E	0.00	0.00	0	0.00
401-538-412	Communication Svcs-Email	E	0.00	0.00	0	102351.57
401-538-414	Communications Alarm Monitoring	E	0.00	0.00	0	0.00
401-538-417	IT Services	E	50.37	53.90	12135	1006.25
401-538-440	Rent/Leases/Mortgage	E	22.80	24.40	0	3709.43
401-538-450	Insurance	E	24486.63	26200.69	1300	0.00
401-538-460	Repair & Maintenance	E	3993.29	4272.82	50000	8562.96
401-538-461	Repairs & Maintenance-Vehicles	E	11031.66	11803.88	1000	1583.84
401-538-490	Other Current Charges	E	133.53	142.88	0	19984.00
401-538-520	Operating Supplies	E	1306.73	1398.20	5800	4624.66
401-538-521	Operating Supplies	E	0.00	0.00	800	0.00
401-538-522	Operating Supplies-Uniforms	E	903.58	966.83	0	2729.23
401-538-523	PCI Workers	E	0.00	0.00	0	103.00
401-538-525	Transportation	E	4687.87	5016.02	4000	60.00
401-538-540	Dues & Subscription	E	676.19	723.52	300	0.00
401-538-620	Capital Outlay Building	E	705.26	754.63	0	30.40
401-538-640	Capital Outlay	E	794.69	850.32	5000	0.00
401-538-650	Construction in Progress	E	0.00	0.00	0	0.00
401-538-652	Watershed Mngt Plan	E	0.00	0.00	0	13101.82
401-538-653	Lake View Stormwater Recert	E	0.00	0.00	0	0.00
401-538-711	Capital Lease Payments	E	12896.92	13799.70	0	9157.32
401-538-800	Depreciation Expense-Stormwater	E	0.00	0.00	0	4933.27
			303311.47	324543.00	212498.00	112045.00



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

Item 5.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, PROCUREMENT PIGGYBACK FOR BULK SODIUM HYPOCHLORITE
SUBJECT:	The Town Commission will consider approval of Resolution 24-33, which allows the Town of Dundee to “piggyback” off a City of Lake Wales contract for the purchase and delivery of sodium hypochlorite (chlorine) as a disinfectant for water and wastewater treatment for FY 2024-2025.
STAFF ANALYSIS:	<p>The Town has two water plants (Hickory Walk and Riner Water Plants) and one wastewater treatment plant (Dundee Regional Wastewater Treatment Facility) that requires the use of sodium hypochlorite or “liquid chlorine” as a disinfectant for both water and wastewater treatments. Chlorine is one of the most widely used disinfectant that is very applicable and very effective for the deactivation of pathogenic microorganisms. Chlorine can be easily applied, measures and controlled.</p> <p>Drinking water standards and wastewater treatment standards are promulgated by the Environmental Protection Agency (EPA) on a national level and enforcement carried out by Florida Department of Environmental Protection (FDEP) on the state level for both water and wastewater treatment mandatory standards and requirements.</p>
FISCAL IMPACT:	An increase from \$1.65 per gallon in FY 2023-2024 to \$1.70 per gallon in FY 2024-2025
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Resolution 24-33

RESOLUTION NO. 24-33

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE PROCUREMENT OF 12.5 TRADE PERCENT SODIUM HYPOCHLORITE FOR THE TOWN OF DUNDEE WATER PLANT(S) AND WASTEWATER PLANT; ADOPTING FACTUAL FINDINGS REGARDING THE USAGE OF THE CITY OF LAKE WALES, FLORIDA, INVITATION TO BID NO. 23-540, COMPETITIVE SEALED BID PROCESS, SELECTION OF ODYSSEY MANUFACTURING COMPANY, INC., AND THE PIGGYBACKING OF THE AGREEMENT BETWEEN THE CITY OF LAKE WALES, FLORIDA, AND ODYSSEY MANUFACTURING COMPANY, INC.; AUTHORIZING AND APPROVING THAT FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE OF SODIUM HYPOCHLORITE WITH ODYSSEY MANUFACTURING COMPANY, INC., PERTAINING TO THE PROCUREMENT OF ULTRACHLOR 12.5 TRADE PERCENT SODIUM HYPOCHLORITE; AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY AND FURTHER ACTION(S) TO INCLUDE, BUT NOT BE LIMITED TO, NEGOTIATING AND EXECUTING ANY AGREEMENT(S) AND TASK ORDER(S) AS THE TOWN MANAGER DEEMS NECESSARY AND APPROPRIATE WITH ODYSSEY MANUFACTURING COMPANY, INC., RELATED TO THE PURCHASE AND DELIVERY OF 12.5 TRADE PERCENT SODIUM HYPOCHLORITE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (hereafter the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, pursuant to Section 2-159 of the Code of Ordinances of the Town of Dundee, Florida (hereafter the “Code”), which is entitled *source selection*, nothing prohibits the Town from renewing purchase order(s) or contract(s) provided the vendor was originally selected through a competitive selection process and such renewal is within the scope of the original purchase order and/or contract; and

WHEREAS, the Town requires *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* for the Town’s Water Treatment Plant(s) and Wastewater Treatment Plant in order to ensure continuity of the Town’s utility services and operations; and

WHEREAS, pursuant to the 2-159(2) of the Code, the Code requires that, where the amount at issue greater than \$30,000.00, an Invitation For Bid (hereafter “ITB”) competitive sealed bid process must be issued; and

WHEREAS, on October 10, 2023, at a duly noticed public meeting and pursuant to Section 2-159(c) of the Code, which is entitled *alternative source selection*, the Town Commission of the Town of Dundee (hereafter the “Town Commission”) adopted *Town of Dundee Resolution No. 23-28* approving the emergency purchase of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* from Odyssey Manufacturing Company, Inc.; and

WHEREAS, on August 15, 2023, the City of Lake Wales (hereafter “Lake Wales”), a Florida municipal corporation organized and existing under the laws of the State of Florida, advertised and/or published in a newspaper of general circulation in Polk County, Florida, a public notice (hereafter the “Notice”) of the City of Lake Wales Invitation To Bid No. 23-540 (hereafter the “ITB No. 23-540”); and

WHEREAS, a copy of the Notice is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, ITB No. 23-540 was a competitive sealed bid procurement for Sodium Hypochlorite; and

WHEREAS, the Notice (see **Exhibit “A”**) is substantially the same as would be utilized by the Town to publicly announce its competitive sealed bid process for the purchase and delivery of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* and is therefore adopted by the Town Commission as that notice required in accordance with Section 2-159(2)b of the Code; and

WHEREAS, copies of the ITB No. 23-540, along with applicable addenda, are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on August 29, 2023, in response to the Notice (see **Exhibit “A”**), Odyssey Manufacturing Company, Inc., submitted its *bid submission* (hereafter the “Odyssey Bid”) to Lake Wales in and/or for ITB No. 23-540 (see **Composite Exhibit “B”**) for procurement of sodium hypochlorite; and

WHEREAS, copies of the Odyssey Bid are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

WHEREAS, the *bid open date* for ITB No. 23-540 (see **Composite Exhibit “B”**) was September 11, 2023; and

WHEREAS, on September 12, 2023, at a duly noticed public meeting, Lake Wales found that Odyssey Manufacturing Company, Inc., was the apparent low-bidder and voted to award the bid for ITB No. 23-540 (see **Composite Exhibit “B”**) to Odyssey Manufacturing Company, Inc., for the purchase and delivery of sodium hypochlorite; and

WHEREAS, on September 12, 2023, Lakes Wales and Odyssey Manufacturing Company, Inc., entered into that certain *Agreement For Purchase of Sodium Hypochlorite* (hereafter the “Lake Wales Agreement”); and

WHEREAS, copies of the Lake Wales Memorandum, Staff Recommendation, Bid Tab Sheet, and Lake Wales Agreement are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, on August 17, 2024, pursuant to the terms and conditions set forth in ITB No. 23-540 (see **Composite Exhibit “B”**) and Lake Wales Agreement (see **Composite Exhibit “D”**), Lakes Wales and Odyssey Manufacturing Company, Inc., entered into that certain *Agreement to Extend* (hereafter the “Renewal”) which renewed the Lake Wales Agreement for the period of October 1, 2024 to September 30, 2025; and

WHEREAS, a copy of the Renewal is attached hereto as **Exhibit “E”** and made a part hereof by reference; and

WHEREAS, the competitive sealed bid process(es) and procedure(s) utilized by Lake Wales are substantially the same as would be utilized by the Town of Dundee in order to adhere to and/or comply with Section 2-159(2) of the Code and is therefore adopted by the Town Commission as the ITB and/or *competitive sealed bid process* required for the procurement of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*; and

WHEREAS, pursuant to Chapter 119 of the Florida Statutes and Section 2-159(2)d of the Code, the Town Commission has no reason to believe that the *bid opening* for ITB No. 23-540 (see **Composite Exhibit “B”**) and/or the public availability of the Odyssey Bid (see **Composite Exhibit “C”**) excluded the public from the process(es) utilized by Lake Wales and therefore finds that the *competitive sealed bid process(es)* used by Lake Wales were open to the public; and

WHEREAS, based on the Town Commission’s adoption of the *competitive sealed bid process* conducted by Lake Wales in and/or for ITB No. 23-540 (see **Composite Exhibit “B”**), the Town Commission adopts the same evaluation, bid sheet, and staff recommendation of Lake Wales (see **Composite Exhibit “D”**) and therefore finds that Odyssey Manufacturing Company, Inc., based on Odyssey Bid (see attached **Exhibit “C”**), is the lowest and responsive bidder whose bid meets the requirements and criteria set forth in the adopted ITB and/or *competitive sealed bid process* and as more specifically identified in this *Resolution No. 24-33*; and

WHEREAS, the *bid award* and/or selection of Odyssey Manufacturing Company, Inc., by Lake Wales and approval of the Lake Wales Agreement (see **Composite Exhibit “D”**) and

Town of Dundee
Resolution No. 24-33
Competitive Source Selection

Renewal (see **Exhibit “E”**) with Odyssey Manufacturing Company, Inc., for the purchase and delivery of sodium hypochlorite is substantially the same as would be approved by the Town, and the Town Commission adopts the *bid award* and/or selection of Odyssey Manufacturing Company, Inc., and elects to piggyback the Lake Wales Agreement (see **Composite Exhibit “D”**) and Renewal (see **Exhibit “E”**); and

WHEREAS, the Town Commission finds that this *Resolution No. 24-33* is authorized pursuant to its home rule authority as secured by Article VII, §2(b) of the Florida Constitution, Section 166.021 of the Florida Statutes, the general law of state preemption as announced in Florida League of Cities, Inc. v. Department of Ins. and Treasurer, 540 So. 2d 850 (Fla. 1st DCA 1989), and the general law on the “piggybacking” of other governmental entities’ performance and procurement prerequisites as found in Accela, Inc. v. Sarasota County, 993 So. 2d 1035 (Fla. 2d DCA 2008); and

WHEREAS, on November 12, 2024, at a duly noticed public meeting, the Town Commission finds that there is a bona fide public need for the timely procurement of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* necessitating its adoption of the Lake Wales *competitive sealed bid process(es)* and *bid award* to Odyssey Manufacturing Company, Inc.; and

WHEREAS, the Town Commission desires to piggyback the Lake Wales Agreement (see **Composite Exhibit “D”**) and Renewal (see **Exhibit “E”**); and, in light of jurisdictional differences and current applicable Florida law, the Town and Odyssey Manufacturing Company, Inc., are amenable to entering into a *First Amendment to the Agreement For Purchase of Sodium Hypochlorite* (hereafter the “Amendment”);

WHEREAS, a copy of the Amendment is attached hereto as **Exhibit “F”** and by reference made a part of this *Resolution No. 24-33*; and

WHEREAS, it is the intent of the Town Commission that this *Resolution No. 24-33* should be construed deferentially in favor of the Town’s home rule powers and that the Town Commission’s decision to adopt the processes and piggyback the Lake Wales Agreement, as more specifically set forth in this *Resolution No. 24-33*, are legislative in nature; and

WHEREAS, it is in the best interests of the citizens and residents of the Town of Dundee, Florida, and in furtherance of the health, safety and welfare of the citizens and residents of the Town to adopt the City of Lake Wales *competitive sealed bid process(es)* and *bid award* to Odyssey Manufacturing Company, Inc. (see **Exhibits “A – E”**) and, in light of jurisdictional differences and current applicable Florida law, negotiate and enter into the Amendment (see **Exhibit “F”**) with Odyssey Manufacturing Company, Inc.; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 24-33** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 24-33** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1: Incorporation of Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 24-33**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 24-33**.

Section 2: Authority and Adoption.

Pursuant to its home rule authority as secured by Article VII, §2(b) of the Florida Constitution and Section 166.021 of the Florida Statutes, the Town Commission of the Town of Dundee, Florida, hereby adopts the City of Lake Wales *competitive sealed bid process(es)* in and/or for the City of Lake Wales Invitation To Bid No. 23-540 (hereafter the “ITB No. 23-540”) and *bid award* to Odyssey Manufacturing Company, Inc., for which all documents are attached hereto as **Exhibits “A” through “E”** and made a part hereof by reference; and, in light of jurisdictional differences and current applicable Florida law, the Town Commission n of the Town of Dundee, Florida, also adopts the Amendment attached hereto as **Exhibit “F”** and made a part hereof by reference.

Section 3: Town Manager Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 24-33** which includes, but shall not be limited to, the negotiation, execution, and implementation of the agreement(s) approved herein. Further, the Town Manager or her/his designee, and all appropriate Town Officials are authorized to execute on behalf of the Town of Dundee, Florida, the Amendment with Odyssey Manufacturing Company, Inc., which is attached hereto as **Exhibit “F”** and made a part hereof by reference, and take all other necessary actions related to the referenced Amendment as well as any further agreements which may be necessitated by the matters approved by the Town Commission.

Section 4: Conflicts.

All resolutions in conflict with this **Resolution No. 24-33** are repealed to the extent necessary to give this **Resolution No. 24-33** full force and effect.

Section 5: Severability.

The provisions of this **Resolution No. 24-33** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 24-33**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with

appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 24-33**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 24-33** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 24-33** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-33** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 24-33**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 24-33**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6: Administrative Correction of Scrivener’s Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 24-33** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 24-33** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7: Effective Date.

This **Resolution No. 24-33** will take effect immediately upon its passage by the Town Commission of the Town of Dundee, Florida.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 12th day of November, 2024.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Lita O’Neil, Town Clerk

Town of Dundee
Resolution No. 24-33
Competitive Source Selection

Item 5.

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item 5.

LOCALIQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

City Of Lake Wales
City Of Lake Wales
PO BOX 1320 CITY CLERK
LAKE WALES FL 33859

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

08/15/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/15/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$70.56

Order No: 9160388

of Copies:

Customer No: 534156

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

INVITATION TO BID Bid #23-540

Monday, September 11, 2023
NOTICE IS HEREBY GIVEN that the City of Lake Wales is accepting sealed bids for:

Procurement of Sodium Hypochlorite
At 10:00 A.M., EST on Monday, September 11, 2023 in the City Commission Chambers at the Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida, bids will be opened and read aloud.

An original and two (2) copies of all bids, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked "23-540: SEALED BID FOR Procurement of Sodium Hypochlorite", and delivered prior to the opening deadline, 10:00 A.M., EST on September 11, 2023.

Intent Under this schedule, the Contractor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300-99 for hypochlorite, except as modified or supplemented herein, to the City of Lake Wales' (4) Water Treatment (WTP) and (1) Wastewater Treatment (WWTP) plants.

Staff will be available to answer any questions and will conduct site visits to the facilities upon request.

A non-mandatory pre-bid conference will be held at the City of Lake Wales, City Commission Chambers located at 201 Central Avenue West, Lake Wales, Florida, on Wednesday, August 30, 2023 at 9:00 A.M.

Responding to the Invitation to Bid All persons and firms wishing to submit bids must obtain a complete copy of the Invitation to Bid and submit all required forms as outlined in the bid document with their response. Bids and related forms can be accessed on the City's website, www.lakewalesfl.gov; Government: Purchasing, or by contacting Cynthia Monk, Purchasing Agent at (863) 678-4182, ext. 1187, or by email at cmonk@lakewalesfl.gov
8/15/23 9160388

EXHIBIT B

Item 5.
Fedex



City of Lake Wales

BID PACKAGE

Procurement of Sodium Hypochlorite

BID NO. 23-540

INVITATION TO BID

Monday, September 11, 2023

Bid #23-540

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Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

City of Lake Wales
City Manager's Office
Attention: Cynthia Monk, Purchasing Agent
201 West Central Avenue
Lake Wales, FL 33853

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
2. In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017-for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.
9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
12. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

Specific Information and Requirements

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this Invitation to Bid.

Evaluation of Bids

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

Scope of Work, Specifications and Other Requirements

1. Award of bids will be based on an individual low or overall low bid meeting specifications, whichever would be in the best interest of the City. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. The period of performance for this bid is from date of award through September 30, 2024. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.
3. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at www.lakewalesfl.gov, Purchasing & Bids, Notice of Bids. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

Bidder Qualification/Submittals

For purposes of this Bid, the term "Bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

The awarded Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. The results of the analysis shall be submitted with the Bidder's proposal. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

Further, Purchaser reserves the right to take samples from Bidder's other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number in the same county as the Purchaser whereby the Purchaser may obtain sample of Bidder's product to check it for compliance with the Specification. It is the Purchaser's intention to deal directly with this customer. Purchaser may choose to obtain a sample from any of Bidder's customers, however, to ensure compliance with the Specification. In such event, Purchaser shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Bidder being disqualified from bidding on this Product.

Each prospective Bidder shall submit a list of at least three (3) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities. Additionally, the Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three years (if the Bidder utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). The Purchaser may require a site visit to the Bidder's manufacturing and distribution facilities to assess their safety and reliability as part of the Bid Evaluation process.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, sample results and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

Commercial Conditions (Pricing, Term and Payments)

The price of the sodium hypochlorite shall be fixed for the term of this Purchase Order and shall not be subject to any price escalation or fuel surcharges during the term of the Purchase Order. Suggested term is from one to three (3) years. All payments shall be NET 30 days.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Delivery Locations

Delivery shall be made to:

- A. **Water Treatment Plant #1**-138 Sessoms Ave, Lake Wales, Florida 33853; **Water Treatment Plant #3**-1050 N 5th Street, Lake Wales, Florida 33853; **Water Treatment Plant #2**-1039 Grove Ave, Lake Wales, Florida 33853, **Park Water Treatment Plant** 25 1st Avenue, Lake Wales, Florida 33859
- B. **Sam P Robinson Waste Water Treatment Plant**, 840 Henry Street, Lake Wales, Florida 33853

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300-99 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*" and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to

meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior To Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall be provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the Purchaser. The Purchaser will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the Purchaser. The sample shall be considered representative of the lot.

The Purchaser reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the Purchaser that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the Purchaser shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Purchaser has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the Purchaser.

Sampling and Test of Shipment after Unloading

The Purchaser reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specifications of Material

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the supplier to inform the Purchaser that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Purchaser and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Filter Test Time	< 3 minutes

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek and previously referenced in this Specification.

Manufacturer's Laboratory Reports

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
 - Sodium Hypochlorite
 - Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the Purchaser unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports:

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the Purchaser and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the Purchaser. The Contractor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the Purchaser at the time of the sample and the Purchaser forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between Purchaser and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to Purchaser, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any Purchaser emergency.

Bidder's Checklist

The Bidder shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- List of References (Three)
- List of Degreed Engineers
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Three Years)
- Other Information on Company
- Contact Information to Obtain Product Sample in the Same County
- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities.

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Purchasing Agent only for bid results. The telephone number is (863) 678-4182 extension 1336. The bid recap will be posted to the City of Lake Wales website at www.lakewalesfl.gov within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addenda's and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the appropriate Division at their drawer number, P.O. Box 1320, Lake Wales, Florida 33859.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all

Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
12. **LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within 72 working hours of electronic posting of the bid award, unless only one bid was received.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTECT AND ANY RESULTING CLAIM.
15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list Following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
20. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
25. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a

timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.

- b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.
29. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
30. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. If the substituted material or device has repeated failures the vendor shall replace with a superior product at no cost of material or labor to the City. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals, which do not comply with these requirements, are subject to rejection. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Division shall be notified of any proposed changes in the following.
- a. Materials used;
 - b. Manufacturing process; and
 - c. Construction.

Changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Agent.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "City" means the City of Lake Wales, a political subdivision of the State of Florida, and it's authorized designees, agents or employees.
2. **AWARD (S):** The award of this bid shall be based on **total low bid meeting specifications** and other criteria as specifically called out in this document. As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is policy of the Board of Commissioners to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
 - **.Ordinance 2013-17, Sec 2.418. Commodities or contractual services in excess of the threshold amount for Category Two – Thirty-five thousand dollars (\$35,000.00).**
 - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than five percent (5%) higher than the low bid.
 - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales.
 - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
4. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

- **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
 6. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time, with prior notice.
 7. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
 8. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
 10. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
 11. The Purchasing Agent reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Purchasing Agent will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:
 - a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
 11. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
 12. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein, after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.
 13. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.

14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
16. **PRICE INCREASES:** The Purchasing Agent reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the City. Increase/decrease will be determined by the appropriate price index.
17. **INSURANCE REQUIREMENTS:**

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

SPECIAL CONDITIONS

1. Award of bids will be based on an overall low average of markups meeting specifications. The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City.
2. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
2. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16.
4. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
5. Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.
6. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES.** The **Original** bid submittal(s) shall be submitted on the forms provided by the City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
7. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at www.lakewalesfl.gov "Purchasing & Bids". **It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**
8. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
 - Return only the required bid submittal pages
 - Avoid comb, velo binding, and plastic binders
 - Avoid plastic dividers and/or plastic tabs
 - Print and/or copy double-sided to the extent feasible
 - Use at least 30% post-consumer recycled content paper to the extent practicable
9. Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Lake Wales. **A copy of such license must be submitted with your bid submittal.**

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

1. Official Bid Sheet
2. Copy of business license or tax receipt
3. Vendor Registration Form, W-9 and Public Entity Crime Statement
4. Insurance Submittal Page, Signature Submittal Page
5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification
6. City of Lake Wales Bid Proposal Sheet
7. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
8. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.

Submittal shall include items from Bidders Checklist on page 8. For questions regarding this Invitation to Bid please contact: Cynthia Monk, Purchasing Agent.

NOT APPLICABLE

DBE CONTRACTOR/SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

State of _____

County of _____

I hereby declare and affirm that I am the _____ (Title) and duly authorized representative of _____ (Name of Firm) whose address is _____

*I hereby declare and affirm that, as defined by Sec. 288.073, Florida Statutes, I am a: _____ Minority Business Enterprise (MBE) _____ Female Business Enterprise (WBE) and that I will provide information to document this fact upon request. This firm is interested in quoting/bidding on the following categories of work being procured for the:

This firm has DBE/MBE/WBE certification from the following agencies:

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

_____ Date _____ Affiant

State of _____

County of _____

On this _____ day of _____, 20____, before me, _____, the above signed officer, personally appeared _____, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof I hereunto set my hand and Official Seal.

_____ (SEAL)

My commission expires _____

*Collectively called DBEs

NAME OF BIDDER _____ *⊗

Bid Submittal-submit original and 2 copies)

BP-3/6

City of Lake Wales
Purchasing Department
201 W. Central Ave.
Lake Wales, FL. 33853



August 22, 2023

ADDENDUM NUMBER: 1

TITLE: Procurement of Sodium Hypochlorite

BID NUMBER: ITB 23-540

BID DUE DATE: September 11, 2021

TIME OF OPENING: 10:00 a.m.

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES & CLARIFICATION:

QUESTION 1:
Please provide the estimated annual quantity required for the Sodium Hypochlorite Bid ITB-23-540-0-2023/CM.

ANSWER 1:
Water: 31,000 gallons
Wastewater: 78,000 gallons

QUESTION 2:
*ITB 23-540 Procurement of Sodium Hypochlorite
Can we please get the estimated volume of the bid listed above?*

ANSWER 2: Annual totals are provided in question one.

QUESTION 3:
What is the estimated quantity per delivery?

ANSWER 3: Water: 2,500 Wastewater: 2,500-3,000 gallons

QUESTION 4:

What are the tank sizes at each location?

ANSWER 4:

Water: 1,000 and 500

Wastewater: (2) 2,000 gallon tanks

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.

City of Lake Wales
Purchasing Department
201 W. Central Ave.
Lake Wales, FL. 33853



September 5, 2023

ADDENDUM NUMBER: 2

TITLE: Procurement of Sodium Hypochlorite

BID NUMBER: ITB 23-540

BID DUE DATE: September 11, 2021

TIME OF OPENING: 10:00 a.m.

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES & CLARIFICATION:

QUESTION 1:

Could you please provide the previous bid tabs for this chemical or at least the current supplier and price?

ANSWER 1:

Current Supplier: Odyssey Manufacturing Co.

Price: \$1.08

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM.



ODYSSEY

MANUFACTURING CO.

August 29, 2023

Ms. Cynthia Monk
Purchasing Agent
City of Lake Wales
City Manager's Office
201 Central Avenue West
Lake Wales, Florida 33853

Re: **CITY OF LAKE WALES BID NO. 23-540**
PROCUREMENT OF SODIUM HYPOCHLORITE

- Encl:
- (1) Bid Proposal Form (Page 9)
 - (2) Bid Sheet Form (Page 10)
 - (3) Signature Acknowledgement Forms (Page 20)
 - (4) Non-Collusion Affidavit (Page 21)
 - (5) Drug Free Workplace Form (Page 22)
 - (6) Insurance Form (Page 23)
 - (7) Indemnification Form (Page 24 and 25)
 - (8) Public Entity Crimes Form (Page 26 and 27)
 - (9) Addendum Receipt (Page 29)
 - (10) Authority to Sign Bid Letter
 - (11) Professional Licenses
 - (12) Hillsborough County Occupational Licenses
 - (13) Product Specification
 - (14) NSF-60 Certification
 - (15) Product Affidavit
 - (16) Third-Party Laboratory Analysis of Sodium Hypochlorite
 - (17) List of References
 - (18) Safety Data Sheet
 - (19) W-9 Form
 - (20) OSHA 300 Logs

Dear Ms. Monk,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced Invitation to Bid (ITB) for the supply of sodium hypochlorite to the City of Lake Wales. In accordance with your instructions, we have enclosed one original and one copy of the "Bid Forms" and all other requested documentation. Odyssey takes no exceptions to the Specification or any of the bid documents. Odyssey will be serving this contract out of our Tampa headquarters and manufacturing facility located at 1484 Massaro Blvd., Tampa, Florida 33619. Your Account Manager will be as follows:

Patrick H. Allman, General Manager
Office: (813) 635-0339
Facsimile: (813) 630-2589
Cell: (813) 335-3444
Emergency Cell Phone: (813) 340-9093
E-Mail: pallman@odysseymanufacturing.com or orders@odysseymanufacturing.com

Odyssey Manufacturing is pleased to offer the City of Lake Wales a delivered price of \$1.70 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the entire initial term of the contract for the "tanker" deliveries. Enclosures (1) through (20) are provided to assist in the City of Lake Wales's Bid Evaluation. Additionally, Odyssey makes the following claims or warrants:

- Enclosures (1) through (9) are required submittals as outlined in the Request for Bids.
- Enclosure (10) is an Authority to Sign Letter
- Enclosure (11) is a copy of Odyssey's professional licenses including its General Contractor and Plumbing contractor licenses
- Enclosure (12) is Odyssey's Hillsborough County Occupational Licenses.
- Enclosure (13) is the Product Specification for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (14) is the NSF-60 certification for Odyssey Ultrachlor sodium hypochlorite.
- Enclosure (15) is a product Affidavit of Compliance.
- Enclosure (16) is the Third-party laboratory results for Odyssey Ultrachlor sodium hypochlorite as manufactured by Odyssey Manufacturing at its Tampa facility.
- The City of Lake Wales and the Town of Lake Hamilton both currently use Odyssey Manufacturing Co. and can pull samples at any of its water treatment or wastewater treatment plants to ascertain the quality of its sodium hypochlorite.
- Enclosure (17) is a list of References is Attached to aid in the Proposal Evaluation. Almost all of these references have used not only Odyssey Manufacturing Co. but other suppliers and we would urge you to call them and compare the safety, reliability, quality and service of Odyssey to its competitors.
- Safety is extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has zero "Safety Incidents" in the past five years for any chemical that it sells (defined as all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents")).
- Emergency Preparedness Planning, Spill Response, Technical and Engineering Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). All technical and engineering assistance would be provided at no charge. As you know, Odyssey Manufacturing Co. has provided the City of Lake Wales numerous amounts of emergency and technical support along with technical assistance over the past twenty-two years much of it at no charge. This information can be attested to by the current group of managers and supervisors. For example, we designed, permitted and installed the sodium hypochlorite systems at each of the Lake Wales facilities including your latest facility the Park Water Treatment Plant (WTP) which was recently acquired. We have also done most of the service work including numerous emergency visits and technical responses.
- In addition to being the largest sodium hypochlorite supplier to the water and wastewater industry in Florida, Odyssey Manufacturing Co. is a licensed plumbing and general contractor who specializes in chemical system design, installation and repairs. Enclosure (11) is a copy of our plumbing and general contractor's licenses. We have installed over 3,000 chemical systems in Florida (including five for the City of Lake Wales) and have done service work for most of the utilities in Florida to whom we sell sodium hypochlorite (including the City of Lake Wales).
- Odyssey Manufacturing has no "Terminations" or "Debarments" as defined in your Solicitation in the past twenty-five years of its existence for any chemical that it sells.

- We will use no subcontractors or affiliates in the performance of any work under this proposal. This is in sharp contrast to other suppliers in the marketplace, all of whom use third party driving companies and who must subcontract out any service work since they are not licensed contractors.
- Enclosure (18) is a Safety Data Sheet (SDS).
- Enclosure (19) is a completed W-9 form.
- Enclosure (20) are OSHA 300 Logs for Odyssey Manufacturing Co.
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees.

Over the past twenty-five years since it was founded in 1998, Odyssey Manufacturing Co. has provided superior service to the water and wastewater industry including the City of Lake Wales including never missing a delivery, providing emergency support on numerous occasions and providing a significant amount of technical assistance. As you know, we are the only chemical manufacturer/distributor that is accessible and open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also agrees to continue to provide unlimited technical assistance to the City of Lake Wales to assist it with its operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed contractor, Odyssey has performed over three thousand chemical system installations in the State of Florida and assisted with numerous others in addition to providing service work, spill response and temporary systems as required.

Odyssey sets the standard for reliability in the marketplace. We have never missed a delivery in over twenty-three years of service to the water and wastewater treatment industry. This should be the litmus test for reliability and should be factor in any Bid Evaluation particularly when considering a company with the same ownership and management in place for the past twenty-five years. In addition to never missing a delivery, we have consistently demonstrated the ability to respond to emergency requests for chemical deliveries or service work.

Please call our customers to compare Odyssey Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all the requirements. Additionally, we hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to the City of Lake Wales for testing if requested. We also agree to provide a safe handling training course and "refresher courses" for all of your chemicals for the duration of the contract. We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or off of a truck at time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or at e-mail pallman@odysseymanufacturing.com. Thank you for your consideration.

Sincerely,



Patrick H. Allman
General Manager

BID PROPOSAL (CONTINUED)

Submitted On: 9/8/23

To the City of Lake Wales (hereafter "City"):

The undersigned, as Bidder hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are, named herein and that no other person that herein is mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without any connection with any other person, company or parties making a Bid or Proposal; and that it is, in all respects, fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site or work and informed himself fully in regard to all conditions pertaining to the place where work is to be done; that he has examined the Plans and Specifications for work and Contractual Documents relative thereto; and has read all special provisions furnished prior to the opening of Bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work known particularly as:

Name of Project: **PROCUREMENT OF SODIUM HYPOCHLORITE 23-540**

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans and Specifications and Contract Documents to the full and entire satisfaction of the City with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the sum of (type or print amount, in words, in space below):

Respectfully submitted,

Odyssey Manufacturing Company
Name of Firm

1484 Massaro Blvd., Tampa, FL. 33619
Address (Post Office Box, Street, City, State and Zip Code)

Delaware
State of Incorporation

 Patrick Allman
Signature of Authorized Corporate Officer, Partner, or Proprietor

General Manager
Title

Name of Bidder: Odyssey Manufacturing Company

BID SHEET

PROCUREMENT OF SODIUM HYPOCHLORITE
BID NO. 23-540

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name: Odyssey Manufacturing Company
Company Address: 1484 Massaro Blvd.
City: Tampa State Fl. Zip 33619
Telephone: (813) 635-0339 Fax: (813) 630-2589
E-Mail Address: pallman@odysseymanufacturing.com

The following Bid is in strict accordance with the City of Lake Wales Invitation to Bid No. 23-540 dated September 11, 2023, and all attachments as referenced herein.

Bid will include providing and installing all materials, labor, supervision and equipment needed to complete the project.

\$ 1.70 /gallon

Signature



Patrick Allman

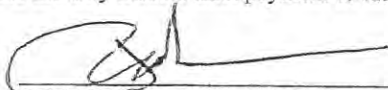
**SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: 9/8/23

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

Odyssey Manufacturing Company
VENDOR NAME


AUTHORIZED SIGNATURE (MANUAL)

1484 Massaro Blvd.
MAILING ADDRESS

Patrick Allman
NAME (TYPED OR PRINTED)

Apollo Beach, Fl. 33619
CITY, STATE AND ZIP CODE

General Manager
TITLE (TYPED OR PRINTED)

813/635-0339
(AREA CODE) TELEPHONE NUMBER

800-639-7739
TOLL FREE NUMBER

813/630-2589
(AREA CODE) FAX NUMBER

pallman@odysseymanufacturing.com
E-MAIL ADDRESS

Any other Government Agency may use this proposal. YES [] NO [] N/A

A City check will be accepted as method of payment. YES [] NO

NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)

State of Florida

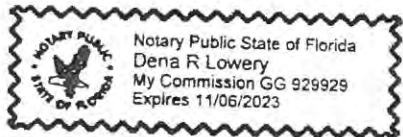
County of Hillsborough

Patrick Allman

, Being first

Duly sworn, deposes and says that:

1. he/she is General Mgr. of Odyssey Manufacturing Co. the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.



Signed: [Signature]

Title: General Manager

Subscribed and sworn to before me this 1st day of Sept., 20 23

[Signature]
(Title)

My Commission Expires: 11/06/23


DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That Odyssey Manufacturing Co. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or Rehabilitation program, if such is available in the employee's community, by any employee Who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposer's Signature

9/6/23
Date

**INSURANCE
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in Bid #23-540.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Odyssey Manufacturing Company
Company Name



Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.


Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: 
Signature of Owner or Officer

DATE: 9/6/23

STATE OF: Florida

ATTEST: 
Corporate Secretary or Witness

COUNTY OF: Hillsborough Organization Phone Number _____

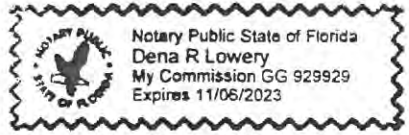
The foregoing instrument was acknowledged before me this 6th day of Sept. 2023 by
PATRICK ALLMAN, of Odyssey Manufacturing Co.
Printed Name Company Name

He is personally known to me or has produced _____ as
State Drivers License Number

Identification, and did /did not _____ take an oath.

Dena R Lowery
Signature of Person Taking Acknowledgment

Dena R Lowery
Printed Name of Person Taking Acknowledgment



Notary Seal

PEC-1/2

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 City of Lake Wales
[print name of the public entity]

by Patrick Allman, General Manager
[print individual's name and title]

for Odyssey Manufacturing Company
[print name of entity submitting sworn statement]

whose business address is 1484 Massaro Blvd., Tampa, FL. 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0846345

(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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any 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 or 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, non-jury 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 entity crime. The term "affiliate" included 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.

PEC-2/2

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 provision 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.

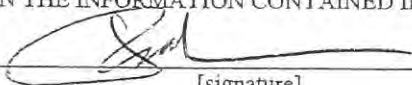
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the 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, or agents who are active in the management of the 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. [attached is 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 CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

STATE OF FLORIDA
COUNTY OF POLK

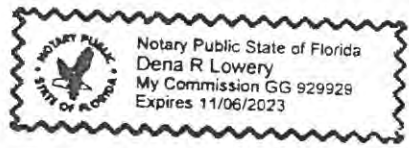
The foregoing instrument was acknowledged before me this Sept 6, 2023

by Patrick Allman who is personally known to me and who did did not

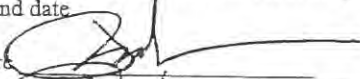

take an oath.


Notary Public, Commission No.:
My Commission Expires: 11/6/23

Dena R Lowery
(printed name)



ADDENDUM RECEIPT: Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date

Addendum No. <u>1</u>	Date <u>8/22/23</u>	Signature 
Addendum No. <u>2</u>	Date <u>9/5/23</u>	Signature 
Addendum No. _____	Date _____	Signature _____
Addendum No. _____	Date _____	Signature _____

Bidders shall include a copy of the Qualifying Individual Contractor's License for this bid:

The Qualifying Individual's License shall be registered to do Construction for the firm submitting the bid.

CGC1516698 Odyssey Manufacturing Company
 State Certification Number Registered for Doing Construction for Name of Firm

Michael Cogdill Odyssey Manufacturing Company
 Individual's Name Registered for Doing Construction for Name of Firm

171306
 Polk County Registration Number

Odyssey Manufacturing Co.
 Individual's Name

NOTE: Failure to submit copy of the Qualifying Individual Contractor's License doing construction for the firm submitting this bid may result in rejection of this bid.



November 14, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin T. Rakes, President



Ron DeSantis, Governor

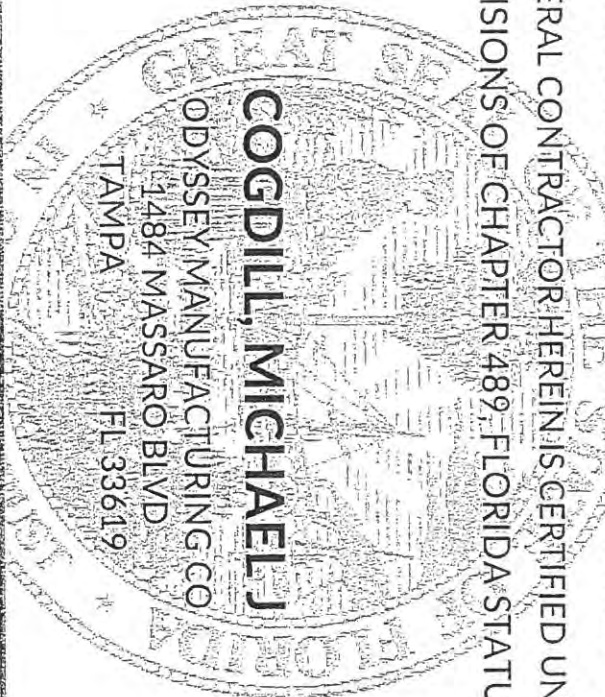
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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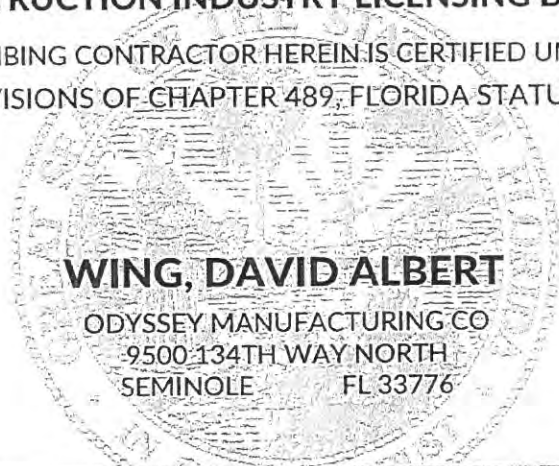
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

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Item 5.

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE 190.000038 CLEANING PRODUCTS MANUFACTURER

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO.
215900
RENEWAL

40 Employees	Receipt Fee	120.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

Paid 21-0-494501
07/10/2022 160.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE 090.000004 CONTRACTOR

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO.
66971
RENEWAL

1 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00
CGC1516698		

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE 090.020001 PLUMBING CONTRACTOR

EXPIRES SEPTEMBER 30, 2023

ACCOUNT NO.
66972
RENEWAL

1 Employees	Receipt Fee	18.00
	Hazardous Waste Surcharge	40.00
	Law Library Fee	0.00
CFC057182		

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

Paid 21-0-494501
07/10/2022 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

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ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

08/20/17

Ultra-Chlor Sodium Hypochlorite Specification For 12.5 Trade Percent Available Chlorine

<u>Item</u>	<u>Guarantees</u>	<u>Typical Values</u>
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥120 GPL	122 - 125 GPL
Delivered Trade Percent/Percent by Volume	>12.0	12.2 - 12.5
Specific Gravity Range:	1.159 - 1.169	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 - 0.4	0.25 - 0.35
pH:	12.5 - 13.0	12.6 - 12.9
Weight % Available Chlorine:	≥10.4	10.55 - 10.8
Weight % Sodium Hypochlorite:	≥10.8	11.0 - 11.3
lb/gallon Available Chlorine:	≥1 lb/gallon	1.03 - 1.04 lb/gallon
Gallons required to Obtain 1lb of Chlorine:	.96 - 1 gallon	.96 - .97 gallon
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Bromate:	<20 mg/L	0 - 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 - 2.50 centipois	1.75 - 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity:	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 - 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on May 6, 2022.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function	Max Use	
Sodium Hypochlorite [HY]			
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94	mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84	mg/L
Ultrachlor	Disinfection & Oxidation	94	mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA E300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function	Max Use	
Hydrochloric Acid			
Hydrochloric Acid - 18 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 20 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 22 Baume	Corrosion & Scale Control	40	mg/L
Sodium Bisulfite [1]			
38% - 40% Sodium Bisulfite Solution	Dechlorination	50	mg/L
Sodium Chloride [2]			
Sodium Chloride	Electrolytic Chlorination Softener	NA	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite [HY]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

1 of 2

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

25070



- [1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).
- [2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.
- [HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA E300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility: Lantana, FL

Chemical/ Trade Designation	Function	Max Use
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [HY]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA E300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



AFFIDAVIT OF COMPLIANCE FOR

CITY OF LAKE WALES
BID NO. 23-540

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-18 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium hypochlorite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Patrick H. Allman
General Manager

Attest

Secretary

NovaChem

Laboratories, Inc

Date: 7 June 2021

Call for results over the phone
513-523-3605

Odyssey Bleach Analysis Results Received 27 May 2021

Parameter		
Wt% NaOCl	11.24	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.381	
Calculated pH	13.0	
Wt% Na ₂ CO ₃	0.160	
Density, g/mL	1.1598	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	468	DL = 100 mg/L
Perchlorate ion, mg/L	<5	
Iron, mg/L	0.07	DL = 0.02 mg/L
Copper, mg/L	0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, g/L	75	
Sodium, g/L (estimate)	53	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.80	
Filter Test (1,000 mL)	1 min 03 sec (Millipore 0.8 µM, type AWWP)	

B.P. Bubnis

B.P. Bubnis

7 June 2021

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

Powell Solutions
740 East Monroe Rd.
St. Louis, MI 48880

Phone: (989) 681-2158
Toll Free: (888)-800-2310

Customer:	Odyssey/ Pat Allman	Test Verification By:	A. Bach
Date Sample Received:	11/11/2022	Verification Date:	12/29/2022
Customer ID:		(Purchase Order, RMA#, Etc)	
Powell ID:	3231	(Sales Order, RMA#, Etc)	

Powell Titration procedure/ AWWA-ANSI B300 Sec. 5 based

Parameter	Mol. Form.	11/11/2022		11/11/2022	
		Bleach Sample 1		Bleach Sample 2	
		Wt%	GPL	Wt%	GPL
Wt% NaOCl:	NaOCl	11.21 %wt	130.0 gpl	11.08 %wt	128.5 gpl
Wt% NaCl:	NaCl	8.87 %wt	102.8 gpl	8.76 %wt	101.6 gpl
Wt% NaOH:	NaOH	0.20 %wt	2.3 gpl	0.21 %wt	2.5 gpl
Wt% Na2CO3:	Na2CO3	0.15 %wt	1.7 gpl	0.14 %wt	1.6 gpl
Density:		1.1598	1,159.8 gpl	1.1600	1,160.0 gpl
pH:		12.44		12.42	
GPL Available Cl2:			123.8 gpl		122.4 gpl
Trade %:		12.4 %		12.2 %	

Notes: Approximate Solids: 0.010 mass%

Appromate 1,000 mL Fiter time: 75 seconds

		ND: Not Detectable				Detction Limit (DL) mg/L
EPA 300.1 Ions		11/23*, 12/20- 12/22 (2022)		11/23*, 12/20- 12/22 (2022)		
Species	Mol. Form	wt%	mg/L	wt%	mg/L	
Fluoride	F ⁻	0.011	132.62	0.002	26.00	0.02
Chlorite	ClO ₂ ⁻	ND	ND	ND	ND	0.02
Bromate	BrO ₃ ⁻	0.001	15.00	ND	ND	0.02
Chloride	Cl ⁻	5.378	62,375.09	5.315	70,244.24	0.02
Nitrite	NO ₂ ⁻	ND	ND	ND	ND	0.02
Bromide	Br ⁻	0.005	61.04	0.006	74.09	0.02
Chlorate*	ClO ₃ ⁻	0.048	553.00	0.047	544.00	0.02
Nitrate	NO ₃ ⁻	ND	ND	ND	ND	0.02
Phosphate	PO ₄ ³⁻	ND	ND	ND	ND	0.02
Sulfate	SO ₄ ²⁻	0.007	84.33	0.071	826.00	0.02

Notes: Chlorate testing conducted 11/23/2022, other tests were conducted when all other anion standards available.

		ND: Not Detectable				Reporting Limit (RL) mg/L
EPA 200.7 Metals		12/19/2022		12/19/2022		
Species	Mol. Form	wt%	mg/L	wt%	mg/L	
Antimony	Sb	ND	ND	ND	ND	0.75
Arsenic	As	ND	ND	ND	ND	0.75
Barium	Ba	0.00003	0.34	ND	ND	0.15
Beryllium	Be	ND	ND	ND	ND	0.15
Cadmium	Cd	ND	ND	ND	ND	0.15
Calcium	Ca	0.00002	0.27	0.00006	0.69	0.15
Chromium	Cr	ND	ND	ND	ND	0.15
Copper	Cu	ND	ND	ND	ND	0.15
Iron	Fe	ND	ND	ND	ND	0.15
Lead	Pb	ND	ND	ND	ND	0.15
Magnesium	Mg	ND	ND	ND	ND	0.15
Manganese	Mn	ND	ND	ND	ND	0.15
Nickel	Ni	ND	ND	ND	ND	0.15
Strontium	Sr	ND	ND	ND	ND	0.15
Silicon	Si	ND	ND	ND	ND	1.50
Zinc	Zn	ND	ND	ND	ND	0.15



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EVALUATION REPORT

Send To: 25070

Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	PASS	Report Date	03-APR-2023
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sodium Hypochlorite Liquid		
Trade Designation	Sodium Hypochlorite		
Test Type	Annual Collection		
Job Number	A-00444175		
Project Number	W0805362		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Date 03-APR-2023

Scott E. Randall - Senior Manager Commercial Water

FI20230403171018

A-00444175

Page 1 of 7

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite 11.1-12.5% w/w

Maximum Use Level: 94 mg/L

Monitor Code: A

Physical Description of Sample: Liquid

Tested DCC Number: DA02366

Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: S-0001992317

Description: Sodium Hypochlorite | Liquid

Sampled Date: 13-Mar-2023

Received Date: 07-Mar-2023

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0949	Date exposure completed	13-MAR-2023
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	495 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;

- Mass of Material Used = The mass of sample analyzed in the laboratory;

- Final Volume of Solution = The volume of water used to dilute the sample;

- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Chloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	3	Pass
Vinyl Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
Bromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Chloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	40	Pass

FI20230403171018

A-00444175

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Sample Id: S-0001992317

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Methylene Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Chloroform	ug/L	ND(2)	0.9	ND(2)	ND(0.2)	[TTHM]	
Bromochloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	20	Pass
1,1-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Carbon Tetrachloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Trichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Bromodichloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Dibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Tetrachloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Chlorodibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Chlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Bromoform	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
Carbon Disulfide	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Methyl Ethyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	700	Pass
Toluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	6	Pass

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Sample Id: S-0001992317

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	14	Pass
m+p-Xylenes	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	[Xylenes]	
o-Xylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[Xylenes]	
Styrene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	70	Pass
n-Propylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Bromobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
2-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
4-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3,5-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
tert-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
sec-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
p-Isopropyltoluene (Cymene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,3-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
n-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Hexachlorobutadiene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Naphthalene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.9	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[TTHM] - Acceptance based on Total Trihalomethanes							
[Xylenes] - Acceptance based on Total Xylenes							

Sample Id: S-0001992319

Description: Sodium Hypochlorite | Liquid

Sampled Date: 06-Mar-2023

Received Date: 07-Mar-2023

Quenched Date: 6-MAR-2023 11:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000890	Date exposure completed	07-MAR-2023
MUL	94 mg/L		
Density Value Applied	1.17 g/mL		
Compound Reference Key:	SPAC		



Sample Id: S-0001992319

Normalization Calculation:

Normalized Result = Test Result * NF * (10³ ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}} * \frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	880	880	ug/L	78	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							

↑

Not Detectable



Common Terms and Acronyms Used:

- Sample..... Test result on the submitted product sample after prepared or exposed in accordance with the standard.
- Control..... Test result on a laboratory blank sample analyzed in parallel with the sample.
- Result..... Sample test result minus the Control test result.
- Normalized Result... Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
- ND()..... Result is below the detection level of the analytical procedure as identified in the parenthesis.
- DCC Number..... NSF document control code of the registered formulation of the product tested
- ug/L..... Microgram per liter = 0.001 milligram per liter (mg/L)
- SPAC..... Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 07-MAR-2023 to 30-MAR-2023

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- David Rodriguez, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Gary Loggins, Citrus County, WTP Superintendent, 352-527-7650
- Gary Baker, City of Lake Worth, WTP Manager, 561-586-1713
- Fred Hemerick, City of Clearwater, WTP Manager, 727-462-6326
- Jack Sadowski, City of Clearwater, East WWTP Superintendent, 727-462-6667(*)
- Bob Woods, City of Cape Coral, South RO Plant, Chief Operator, 239-242-3410
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Isiah Moss, Operations Supervisor, Tampa Bay Water, 813-731-5582
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Sean McFarland, City of Cocoa, WT Plant Manager, 321-794-6425
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
- Paul Brown, Orange County, South Region WTP Superintendent, 407-254-9355
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Chris West, Manatee County, NW WWTP Superintendent, 941-795-3424
- Tom Birk, Manatee County, SW WWTP Superintendent, 941-792-8788
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
- Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
- Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325
- Paul Noeske, City of Tampa, WTP Manager, 813-344-9224(*)
- David Winkler, City of Largo, WWTP Superintendent, 727-424-7432(*)

(*) Sodium Bisulfite Customer as well as Sodium Hypochlorite Customer



ODYSSEY
MANUFACTURING CO.

SAFETY DATA SHEET

REVISED 4/21/23

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier

Product name: Ultra-CHLOR

Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)

Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach

REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Uses: Cleaner, Disinfectant, Biocide and Sanitizer

Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)

Odyssey Manufacturing Co.

1484 Massaro Boulevard

Tampa, Florida 33619

+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:

1-800-ODYSSEY (Florida)

1-813-635-0339 (Outside Florida)

1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture

Classification REGULATION (EC) No 1272/2008

Skin Corrosiveness: 1B; Skin Irritant: 2

Eye Irritant: 2

Aquatic Acute: 1

Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements

Labeling Regulation (EC) No 1272/2008

Hazard pictograms



Signal word:

DANGER

Hazard statements:

H314 – Causes severe skin burns and eye damage

H319 – Causes serious eye irritation

H400 – Very toxic to aquatic life

[Prevention]

P260 – Do not breathe dusts or mists.

P264 – Wash hands or any exposed skin areas thoroughly after handling.

P273 – Avoid release to the environment.

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

- [Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
 P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
 P363 – Wash contaminated clothing before reuse.
 P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
 P310 – Immediately call a POISON CENTER or doctor/physician.
 P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 P337 – If eye irritation persists: Get medical advice/attention.
 P391 – Collect spillage.
- [Storage] P405 – Store locked up.
- [Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC



- Risk phrases: R31 – Contact with acids liberates toxic gas.
 R34 – Causes burns.
 R36/38 – Irritating to eyes and skin.
 R50 – Very toxic to aquatic organisms.
- Safety phrases: S1/2 – Keep locked up and out of the reach of children.
 S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
 S28 – After contact with skin, wash immediately with plenty of soap-suds.
 S37/39 – Wear suitable gloves and eye/face protection.
 S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
 S50 – Do not mix with acids or other incompatible materials (refer to section 10).
 S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 16.0	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31; N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
83.6 - 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful if inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excess of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at (800) 320-0519 AND the National Response Center at (800) 424-8802 or (202) 267-2675 within 15 minutes!!!

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for listing and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m ³ TWA; skin	0.5 ppm as CL ₂ TWA; 1 ppm as CL ₂ STEL, A4	2 mg/m ³ STEL
Sodium Hydroxide	1310-73-2	2 mg/m ³ TWA	2 mg/m ³ Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia), ammonium sulfate or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXICOLOGICAL INFORMATION**11.1 Information on toxicological effects****Acute Oral Toxicity (Sodium Hypochlorite)**

TDL₀ - 1gm/ kg oral (woman)

TDL₀ - 45mg/kg intravenous (man)

LD₅₀ - 5,800 mg/kg (mouse)

LD₅₀ - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m³ causes burning of the nose and throat. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)

DNA repair – Escherichiacoli 20 µg/ disc;

DNA damage – Escherichiacoli 420 µmol/L;

Phage inhibition capacity – Escherichiacoli 103 µg/ well

Micronucleus test - non-mammalian species multiple 200 ppb

Cytogenetic analysis - non-mammalian species multiple 120 µg/ L

Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)

Sister chromatid exchange – human embryo 149 mg/ L

Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard

No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure

No data available

Specific organ toxicity - repeated exposure

May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information

RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects

Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:

This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC ₅₀ – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L LC ₅₀ – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC ₅₀ – Daphnia magna (Water flea), 96 h: 2.1 mg/L LC ₅₀ – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC ₅₀ – Algae, phytoplankton, algal mat (Algae), 96 h: 90 µg/L (mortality) EC ₅₀ – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability

Biodegradability

The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available

Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group: III
NAERG: Guide #154
Packaging Authorizations: Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions: 49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Marine Pollutant: NO
EMS Number: F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III
Quantity Limitations: 49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name: Hypochlorite Solutions
Hazard Class: 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#: UN1791
Packing Group: III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)

Signal Word: DANGER

Hazard Symbols: GHS05, GHS09 (GHS); C, N (EEC)



SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes Chronic: No Fire: No Reactive: No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depletors.

This product does not contain any Class 2 Ozone depletors.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI .

Canada

WHMIS Hazard Symbol and Classification:



Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
---------	----------------	--------------------

United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL)	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

** "Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
 ** "No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

Hazardous Material Information System (HMIS)

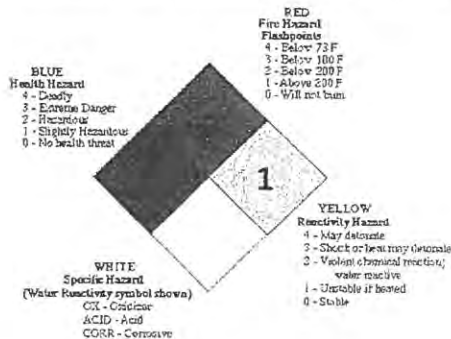
HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard 2 = MODERATE
 0 = INSIGNIFICANT 3 = HIGH
 1 = SLIGHT 4 = EXTREME



National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this SDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1484 Massaro Blvd.

6 City, state, and ZIP code
Tampa, FL 33619

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	5	-	0	8	4	6	3	4	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

8-29-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.36. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
0	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimator or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Odyssey Manufacturing Company

Street: 250 Central Florida Parkway

City: Orlando State: FL Zip: 32824

Industry description (e.g., *Manufacture of motor truck trailers*): Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212): 2819

Employment information (if you don't have these figures, see the Worksheet on the next page to estimate):

Annual average number of employees: 1

Total hours worked by all employees last year: 2,737.25

Sign here: _____

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Corina Moray Title: _____

Phone: 813-635-0339 Date: 2/1/2023



OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year **20 22**

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name

Odyssey Mfg. Company

City **Orlando** State **Fl.**

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Step 1. Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or illness (e.g., 7/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected and object/substance that directly caused injury or illness. Second degree burns on right forearm from acetylene torch
<input type="button" value="Reset"/>	none		month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		
<input type="button" value="Reset"/>			month / day		

Step 2. Describe the case

(G) Days away from work	(H) Job transfer or restriction	(I) Other recordable work-related injury or illness	(J) Days lost from work	(K) Days lost from work	(L) Days lost from work
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

(M) Death	(N) Days lost from work or restriction	(O) Job transfer or restriction	(P) Other recordable work-related injury or illness
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0

Step 4.

Enter the number of days the injured or ill worker was:

(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

Step 5.

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss	All other illnesses
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
25 (K)	0 (L)

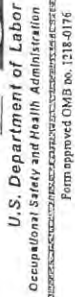
Injury and Illness Types

Total number of . . .	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a mandatory collection number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3344, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22



Form approved OMB no. 1218-0176

Establishment information

Your establishment name Odyssey Manufacturing Company
 Street 1484 Massaro Blvd.
 City Tampa State FL Zip 33619
 Industry description (e.g., *Manufacture of motor truck trailers*)
Chemical Manufacture
 North American Industrial Classification (NAICS), if known (e.g., 336212)
2819

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 78
 Total hours worked by all employees last year 208,667.05

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title General Manager
 Phone 813-635-0339 Date 2/1/2023



OSHA's Form 300 (Rev. 04/2004)
Log of Work-Related Injuries and Illnesses



Year 20 22

U.S. Department of Labor
 Occupational Safety and Health Administration

Form approved OMB No. 1218-0016

Establishment name
Odyssey Mfg. Company
 city **Tampa** state **Fl.**

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Step 1. Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., second degree burns on right forearm from acetylene torch)
1	[Redacted]	Driver	9 / 22 month / day	Customer pad on customer's site	Injured nose, head, shoulder

Step 2. Describe the case

Step 3. Classify the case
 SELECT ONLY ONE circle based on the most serious outcome:

Death (G) (H) (I) (J) (K) (L) (M)

Days away from work or restriction from work or job transfer or resiliation (K) (L) (M)

Enter the number of days the injured or ill worker was:

Away from work (K) 25 days

On job transfer or resiliation (L) days

Illness (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

Illness: Injury (1) (2) (3) (4) (5) (6) All other (6)

Respiratory condition (1) (2) (3) (4) (5) (6)

Following loss (1) (2) (3) (4) (5) (6)

Hearing loss (1) (2) (3) (4) (5) (6)

All other (1) (2) (3) (4) (5) (6)

Page totals 0 1 0 0 25 0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Adia Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to OSHA. OSHA does not conduct a statistical analysis. Form 300-2004, 2004, Washington, DC 20503.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of . . .	(3) Injuries	(4) Poisonings
(M) 0	0	0
(2) Skin disorders	0	0
(3) Respiratory conditions	0	0
	(5) Hearing loss	(6) All other illnesses
	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 330 Hillbrath Drive
 City Lantana State FL Zip 33462
 Industry description (e.g., *Manufacture of motor truck trailers*)
Chemical Manufacturer
 North American Industrial Classification (NAICS), if known (e.g., 336212)
2819

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 5
 Total hours worked by all employees last year 10,433.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title General Manager
 Date 2/1/2023
 Phone 813-635-0339



OSHA's Form 300 (Rev. 04/2004) Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name
Odyssey Mfg. Company
City **Lantana** State **Fl.**

Reminders:
• Complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
• Feel free to use two lines for a single case if you need to.
• Complete the 5 steps for each case.

Please Record:
• Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
• Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
• Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Step 1. Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
<input type="button" value="Reset"/>	none		/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		
<input type="button" value="Reset"/>			/ month / day		

Step 2. Describe the case

Remained at Work	Days away from work, job transfer, or restriction	Job transfer, other recordable cases	On job restriction	Injury	Illness
(G)	(H)	(I)	(L)	(1)	(2)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____ days	<input type="radio"/>	<input type="radio"/>

Step 3. Classify the case

Death	Days away from work, job transfer, or restriction	Job transfer, other recordable cases	On job restriction	Injury	Illness
(K)	(L)	(M)	(N)	(1)	(2)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Step 4.

Enter the number of days injured or ill worker was	Enter the number of days on job restriction	Enter the number of days away from work	Enter the number of days of lost work	Enter the number of days of lost pay	Enter the number of days of lost benefits
(1)	(2)	(3)	(4)	(5)	(6)
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments to Washington, DC 20216. Do not send the completed forms to this office.
 OSHA's Form 300 (Rev. 04/2004)
 Log of Work-Related Injuries and Illnesses
 U.S. Department of Labor, Occupational Safety and Health Administration
 200 Constitution Avenue, NW, Washington, DC 20216

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(g)	(h)	(i)	(j)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
7	0
(k)	(l)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(m)	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 28 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB No. 1218-0176

Establishment Information

Your establishment name Odyssey Mfg. Company

Street 1484 Massaro Blvd.

City Tampa State Fl zip 32824

Industry description (e.g., *Manufacture of motor truck trailers*)
Manufacture of Sodium Hypochlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)
325180

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 72

Total hours worked by all employees last year 173,684.76

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title President

Phone 8136350339 Date 1/31/2022



OSHA's Form 300 (Rev. 04/2004)
Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 21

U.S. Department of Labor
 Occupational Safety and Health Administration

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:

- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Form approved OMB no. 1218-0175

Establishment name Odyssey Mfg. Company
 City Tampa State FL

Step 1. Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., second degree burn on right forearm from acetone torch)
1	[Redacted]	Driver	8 / 21 month / day	bahled Co. Tanker truck fill line	bleach in eyes

Step 2. Describe the case

SELECT ONLY ONE circle based on the most serious outcome:

Death (G)	Days away from work (H)	Job transfer or restriction (I)	On-the-job injury or illness (J)	Other recordable cases (K)	Days away from work (L)
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Step 3. Classify the case

Enter the number of days the injured or ill worker was:

Away from work (K)	7	days
On job transfer or restriction (L)	0	days

Step 4.

Select (circle) (M)

1	2	3	4	5	6
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Step 5.

Page totals

0	1	0	0	0	0	7	0
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.



Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20543-0180.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before compiling this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3604, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment information

Your establishment name Odyssey Mfg. Company

Street 330 Hillbrath Dr.

City Lantana State FL Zip 33462

Industry description (e.g., *Manufacturer of motor truck trailers*)

Manufacture of Sodium Hypochlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

325180

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 8

Total hours worked by all employees last year 13,803.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title PRESIDENT

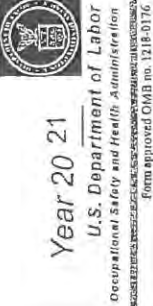
Company executive 8136350339 Date 1/31/2022



OSHA's Form 300 (Rev. 04/2004) Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 21

Please Record:
 - Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
 - Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
 - Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
 - Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
 - Feel free to use two lines for a single case if you need to.
 - Complete the 5 steps for each case.

Establishment name
 Odysseus Mfg. Company
 city Lantana State FL

Form approved OMB no. 1218-0176

Step 1. Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north and)	(F) Describe injury or illness, part of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
Reset	none		month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		
Reset			month / day		

Step 2. Describe the case

Step 3. Classify the case

SELECT ONLY ONE circle based on the most serious outcome:

(M) Days away from work, job transfer, restriction, or loss of consciousness	(N) Job transfer or restriction	(O) Medical treatment beyond first aid	(P) Other job or condition
(1) (2) (3) (4) (5) (6)	(1) (2) (3) (4) (5) (6)	(1) (2) (3) (4) (5) (6)	(1) (2) (3) (4) (5) (6)

Step 4.

Enter the number of days the injured or ill worker was:

(K) Away from work	(L) On job transfer or restriction
days	days
days	days
days	days
days	days
days	days
days	days
days	days
days	days
days	days
days	days
days	days

Step 5.

(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Fracture loss	(6) All other
0	0	0	0	0	0

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.



Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room 31-3644, 300 Constitution Avenue, NW, Washington, DC 20216. Do not send the completed form to this address.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of cases other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.



Year 20 21

Establishment Information

Your establishment name Odyssey Mfg. Company
 Street 250 Central Florida Parkway
 City Orlando State FL Zip 32824
 Industry description (e.g., *Manufacture of motor truck trailers*)
Manufacture of Sodium Hypochlorite
 North American Industrial Classification (NAICS), if known (e.g., 336212)
3251180

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 1
 Total hours worked by all employees last year 2,761.75

Sign Here

Knowingly falsifying this document may result in a fine.
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

 Title _____
 Company executive _____
 Phone 8136350339 Date 1/31/2022



OSHA's Form 300 (Rev. 04/2004) Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Please Record:

- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

- Reminders:**
- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
 - Feel free to use two lines for a single case if you need to.
 - Complete the 5 steps for each case.

Establishment name
Odyssey Mfg. Company
City **Orlando** State **Fl.**

Step 1. Identify the person

Step 2. Describe the case

Step 3. Classify the case

Step 4.

Step 5.

(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/1/0)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)
<input type="text" value="R0501"/>	<input type="text" value="none"/>		<input type="text" value=""/>		
<input type="text" value="R0502"/>			<input type="text" value=""/>		
<input type="text" value="R0503"/>			<input type="text" value=""/>		
<input type="text" value="R0504"/>			<input type="text" value=""/>		
<input type="text" value="R0505"/>			<input type="text" value=""/>		
<input type="text" value="R0506"/>			<input type="text" value=""/>		
<input type="text" value="R0507"/>			<input type="text" value=""/>		
<input type="text" value="R0508"/>			<input type="text" value=""/>		
<input type="text" value="R0509"/>			<input type="text" value=""/>		

Enter the number of days the injured or ill worker was:		Select one outcome						Enter the number of days the injured or ill worker was:							
Away from work (K)	On job transfer or restriction (L)	(M) Death	(1) Loss of consciousness	(2) Respiratory condition	(3) Skin disorder	(4) Injury	(5) Loss of hearing	(6) Loss of vision	(7) Other	(8) Days away from work	(9) Transfer or restriction	(10) Days away from work	(11) Transfer or restriction	(12) Days away from work	(13) Transfer or restriction
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3641, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.



Page totals: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2020
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	
Total number of deaths	0
Total number of cases with days away from work	1
Total number of cases with job transfer or restriction	0
Total number of other recordable cases	0
(G)	(H)
(I)	(J)

Number of Days	
Total number of days away from work	5
Total number of days of job transfer or restriction	0
(K)	(L)

Injury and Illness Types	
Total number of... (M)	
(1) Injury	1
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0


Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review this collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: U.S. Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 1464 Massaro Blvd City Tampa State Florida Zip 33619
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
Z B 1 B
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 72
 Total hours worked by all employees last year 178,137.50

Sign here
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

 Title Company Executive
 Date 1/24/2021
 Phone 813-635-0939

Item 5.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OMB no. 1218-0175

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name
Odyssey Mfg. Company

City Tampa State Florida

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or Illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Classify the case						Check the "injury" column or choose one type of illness:																	
						(G) Days away from work	(H) Job transfer or restriction or restriction	(I) Permanent and temporary job transfer	(J) Other recordable cases	(K) Away From Work (days)	(L) On Job Transfer or restriction (days)	(M) Injury	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All other illnesses																		
1		Driver/Operator	05/20/2020	Tank Area	Fractured Vertebrae	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Page totals																																			

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send this completed forms to this office.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(G)	Total number of cases with job transfer or restriction	0	(I)	Total number of other recordable cases	0	(J)
	0	(H)		0	(I)		0	(J)

Number of Days

Total number of days away from work	0	(K)	Total number of days of job transfer or restriction	0	(L)
	0	(K)		0	(L)

Injury and illness types

Total number of... (M)	0	(4) Poisoning	0
(1) Injury	0	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name Odyssey Manufacturing Company
 Street 260 Central Florida Parkway
 City Orlando State Florida Zip 32824
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 6 1 9
 OR, North American Industrial Classification (NAICS), if known (e.g., 338242)

Employment information

Annual average number of employees 2
 Total hours worked by all employees last year 3,138.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
General Manager
 Title

813-635-0339 Phone
 1/26/2021 Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name
Odyssey Mfg. Company

State
Florida

City
Orlando

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Classify the case			Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:							
						(G) Days away from work	(H) Job transfer or restriction	(I) Other recordable cases	(J) Days away from work	(K) Away from Work (days)	(L) On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses	
						0	0	0	0	0	0	0	0	0	0	0	0	0

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."
 Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with job transfer or restriction	Total number of cases with days away from work	Total number of other recordable cases
0 (G)	0 (I)	0 (H)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of...	(1) Injury	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
0 (M)	0	0	0	0
(2) Skin Disorder	(3) Respiratory Condition			
0	0			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review this collection of information. Persons are not required to respond to the collection of information unless it shows a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-5164, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 330 Hillbath Dr. City Lantana State Florida Zip 33482
 Industry description (e.g., Manufacture of motor truck trailers)
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 4
 Total hours worked by all employees last year 11,979.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 Title General Manager
 Date 1/28/2021

813-635-0339 Phone
 1/28/2021 Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name Odyssey Mfg. Company

State Florida

City Lantana

Classify the case

Describe the case

Enter the number of days the injured or ill worker was:

Table with columns (A) Case No., (B) Employee's Name, (C) Job Title, (D) Date of injury or onset of illness, (E) Where the event occurred, (F) Describe injury or illness, (G) Days away from work, (H) Job transfer or restriction, (I) Other recordable cases, (J) On job transfer or restriction, (K) Away from work, (L) Injury, (M) All other illnesses, and (N) (1) Injury, (2) Skin Disorder, (3) Respiratory Condition, (4) Poisoning, (5) Hearing Loss, (6) All other illnesses.

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3614, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work _____ (G)

Total number of cases with job transfer or restriction _____ (H)

Total number of other recordable cases _____ (I)

Total number of cases _____ (J)

Number of Days

Total number of days away from work _____ (K)

Total number of days of job transfer or restriction _____ (L)

Injury and Illness Types

Total number of... (M)

1 Injury _____ (1)

2 Skin Disorder _____ (2)

3 Respiratory condition _____ (3)

4 Poisoning _____ (4)

5 Hearing Loss _____ (5)

6 All Other Illnesses _____ (6)

Submit this Summary page from February 1 to April 30 of the year following the year covered by the form.

The reporting burden for this collection of information is estimated to average 68 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates of time or any aspect of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room H-3844, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 1484 Massaro Blvd.
 City Tampa State Florida Zip 33619
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3716)
2 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 87
 Total hours worked by all employees last year 170,007.50

Sign here [Signature]
 Title General Manager
 Company executive _____
 Phone 813-635-0339 Date 2/12/2020

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Knowingly falsifying this document may result in a fine.



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name

Odyssey Mfg. Company

City Tampa State Florida

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death from work	(H) Days away from work	(I) Job transfer or restriction	(J) Remained at work	(K) Away From Work (days)	(L) On job transfer or restriction (days)	(M) Injury	(1) Skin Disorder	(2) Respiratory Condition	(3) Poisoning	(4) Hearing Loss	(5) All other illnesses
1	[REDACTED]	Driver	8/14	Walkway between Odyssey Plant	Right Hamstring due to slip	X				51		X					
2	[REDACTED]	Installer	12/2	At customer site on ground/asphalt	Broken ankle due to jump and twist	X				22		X					
Page totals						0	2	0	0	73	0	2	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

If establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work _____ (G)
 Total number of cases with days away from work _____ (H)
 Total number of cases with job transfer or restriction _____ (I)
 Total number of other recordable cases _____ (J)

Number of Days

Total number of days away from work _____ (K)
 Total number of days of job transfer or restriction _____ (L)

Injury and Illness Types

Total number of... (M)
 Injury _____ (4) Poisoning _____ 0
 Skin Disorder _____ (5) Hearing Loss _____ 0
 Respiratory _____ (6) All Other Illnesses _____ 0
 Condition _____

Submit this Summary page from February 1 to April 30 of the year following the year covered by the form.

To reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Odyssey Manufacturing Company
 Street 330 Hillbraih Dr. State Florida Zip 33462
 City Lantana
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees _____ 4
 Total hours worked by all employees last year _____ 13,072.75

Sign here [Signature]
 Title General Manager
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

813-635-0339 Phone _____
 2/1/2020 Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2019
U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name

Odyssey Mfg. Company

City Lantana

State Florida

Classify the case

Describe the case

Identify the person

Table with columns for Case No., Employee's Name, Job Title, Date of injury or onset of illness, Where the event occurred, Describe injury or illness, and injury/illness classification (Death, Days away from work, Job transfer, etc.).

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

If establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work (G) 0 (H) 0 (I) 0 (J) 1

Total number of cases with job transfer or restriction (K) 0 (L) 0

Number of Days

Total number of days of job transfer or restriction (M) 1 (N) 0

Injury and Illness Types

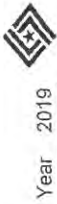
Total number of... (M) 1 (N) 0 (O) 0 (P) 0

(1) Injury 1 (4) Poisoning 0

(2) Skin Disorder 0 (5) Hearing Loss 0

(3) Respiratory condition 0 (6) All Other illnesses 0

This Summary page from February 1 to April 30 of the year following the year covered by the form is reporting burden for this collection of information is estimated to average 46 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3844, 204 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment information

Your establishment name Odyssey Manufacturing Company
 Street 250 Central Florida Parkway City Orlando State Florida Zip 32824
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 2
 Total hours worked by all employees last year 5,635.00

Sign here [Signature] Title General Manager
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.
 Company executive
 Phone 813-655-0339 Date 7/12/20

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid...

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2019

U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name

Odyssey Mfg. Company

City Orlando State Florida

Classify the case

Describe the case

Identify the person

Table with columns: Case No., Employee's Name, Job Title, Date of injury or onset of illness, Where the event occurred, Describe injury or illness, Death, Days away from work, Remained at work, Other recordable cases, Injured or ill worker was (sub-rows for Away From Work, On Job Transfer), and Check the "injury" column (sub-rows for Injury, Skin Disorder, Respiratory Condition, Poisoning, Hearing Loss, All other illnesses).

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-5044, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: ODYSSEY Mfg. Company
 Street: 1484 MASSARD BLVD.
 City: TAMPA State: FL ZIP: 33619

Industry description (e.g., *Manufacture of motor vehicle trailers*):
MANUFACTURE OF SODIUM HYPOCHLORITE
 Standard Industrial Classification (SIC), if known (e.g., 3715):
2819

OR
 North American Industrial Classification (NAICS), if known (e.g., 336212):

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
 Annual average number of employees: 606
 Total hours worked by all employees last year: 165,216.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Signature: [Signature] Title: President
 Company executive: [Signature] Phone: 813 635-0339
 Date: 4/11/19



Year 2018
 U.S. Department of Labor
 Occupational Safety and Health Administration
 Form approved OMB no. 1218-0176

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Odyssey Mfg Company
 City: Tempe State: FL

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:										Check the "injury" column or choose one type of illness:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Days lost from work	(L) Days lost due to transfer or restriction	(M) Days lost due to injury or illness	(N) Days lost due to respiratory condition	(O) Days lost due to skin disorder	(P) Days lost due to eye injury	(Q) Days lost due to hearing loss	(R) Days lost due to other illness	(S) All other illnesses							
	NONE																								

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

MEMORANDUM

September 12, 2023

TO: Honorable Mayor and City Commission

VIA: James Slaton, City Manager
Sarah B. Kirkland, Public Works Director

FROM: Nancy Hernandez, Utilities Support Manager

SUBJECT: Award of Bid to Odyssey Manufacturing Company for the Purchase of Sodium Hypochlorite

SYNOPSIS: The City's Utilities Department made a request for bid for the purchase of sodium hypochlorite, which is a necessary chemical to aid in the water and wastewater treatment process.

STAFF RECOMMENDATION

It is recommended that the City Commission:

1. Award the bid to Odyssey Manufacturing Company for the purchase of Sodium Hypochlorite.
2. Authorize the City Manager to execute the appropriate documents, on the City's behalf in regards to this purchase.

BACKGROUND

Disinfection technology and chemical treatment for wastewater and water has been consistent with the use of Chlorine as the standard chemical to safely and effectively treat both water and wastewater media. Delivery of chlorine to the flow stream ranges from gaseous, liquid and carrier chemical agents. Today, through the development and realization towards improving safety and reducing risk, Sodium Hypochlorite (NaOCl) is commonly used in various applications where disinfection or sterilization of both wastewater and water are needed. NaOCl is becoming more and more popular based on its inherent chemical characteristics of being a safer, less costly, lower risk chemical and still an effective means to treat wastewater media. Sodium hypochlorite is essential in the treatment of both water and wastewater processing, killing pathogens that could prove to be harmful to humans.

Staff made a request for bid for the purchase of sodium hypochlorite, with a bid open date of September 11, 2023. There were two responsive bidders, Odyssey Manufacturing Corporation and Allied Universal Corporation, with Odyssey Manufacturing Corporation being the apparent low bidder at \$1.70 per gallon. Therefore, staff recommends the commission approve the following action to award the bid for purchase of bulk Sodium Hypochlorite to Odyssey Manufacturing Corporation. The initial contract terms as stated in the attached agreement calls for the initial contract period to begin on October 1, 2023 and expire on September 30, 2024, if approved by the Commission. This agreement will renew annually on October 1 of each year for up to two (2) additional one (1) year periods.

OTHER OPTION

None at this time. This chemical is necessary in the water and wastewater treatment process.

FISCAL IMPACT

The FY 23-24 Operating Budget for Wastewater Operating Supplies – Chemicals has allocated \$100,000.00 for this purchase.

The FY 23-24 Operating Budget for Water Operating Supplies – Chemicals has allocated \$50,000.00 for this purchase.

ATTACHMENTS

Sodium Hypochlorite Agreement
Bid Tab Sheet

Copies of all bids are available through the Purchasing Agents office for review.

EXHIBIT "D"

Item 5.

BID SHEET

PROCUREMENT OF SODIUM HYPOCHLORITE
BID NO. 23-540

THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING

Company Name: Odyssey Manufacturing Company

Company Address: 1484 Massaro Blvd.

City: Tampa State Fl. Zip 33619

Telephone: (813) 635-0339 Fax: (813) 630-2589

E-Mail Address: pallman@odysseymanufacturing.com

The following Bid is in strict accordance with the City of Lake Wales Invitation to Bid No. 23-540 dated September 11, 2023, and all attachments as referenced herein.

Bid will include providing and installing all materials, labor, supervision and equipment needed to complete the project.

\$ 1.70 /gallon

Signature



Patrick Allman

CITY OF LAKE WALES Procurement of Soidum Hypochlorite Bid #23-540		Bid Open Date: 9/11/2023
Bidder	Price	
Odyssey Manufacturing Company	\$1.70 per gallon	
Allied Universal Corporation	\$1.95 per gallon	

AGREEMENT FOR PURCHASE OF SODIUM HYPOCHLORITE

This Agreement is made this day of September 12, 2023 by and between the City of Lake Wales with offices at 201 W. Central Avenue, Lake Wales, FL (the "City") and ODDYSEY MANUFACTURING with offices at 1484 MASSARO BLVD, TAMPA FL 33619 (the "Seller").

1. SCOPE OF WORK

This Agreement is issued to provide funding required to cover services, supplies and material furnished by Seller to the City to perform the work associated with the purchase and delivery of Sodium Hypochlorite at the City's five listed facilities as described in ITB 23-540 Procurement of Sodium Hypochlorite. The work will be performed at the City's facilities located at:

- A. **Water Treatment Plant #1-138 Sessoms Ave, Lake Wales, Florida 33853; Water Treatment Plant #3-1050 N 5th Street, Lake Wales, Florida 33853; Water Treatment Plant #2-1039 Grove Av, Lake Wales, Florida 33853; Park Water Plant 25 1st Avenue, Lake Wales, Florida 33859**
- B. **Sam P Robinson Waste Water Treatment Plant, 840 Henry Street, Lake Wales, Florida 33853**

2. TIME AND PERFORMANCE OF THE WORK

Time is of the essence in the performance of this Agreement. Seller shall proceed with the utmost diligence and dispatch in the performance of Service Requests under this Agreement.

3. TERM

The term of this Agreement shall commence on October 1, 2023 upon approval of the Commission, and expire on September 30, 2024 with the option to renew for Two (2), One-year terms upon mutual agreement of both parties, unless otherwise terminated as provided herein. The City will ascertain the new contract prices based on the increase for the 12-month period prior to the extension. The increase will be added to the purchase price at the beginning of the term of the contract extension. The City will use CPI information provided by the United States Department of Labor.

The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

4. RATES

Billing rates shall remain fixed during the original term of this Agreement.

5. RESPONSIBILITIES

- A. Seller shall provide all equipment, labor and material necessary to perform the required service. No equipment, material or personnel shall be provided by the City to Seller.
- B. In the performance of the services, Seller shall provide personnel who are qualified, careful and efficient employees in strict conformity with the best practices and applicable standards. Upon request

of the City, Seller shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work.

C. The City's representative is Sarah Kirkland, Public Works Director, and is the only individual authorized to administer this Agreement including, making the changes in or redirecting the work to be performed by Seller.

6. INSURANCE (amounts should match those found in ITB, RFP, etc.)

A. During the term of this Agreement and at all times that Seller performs services for City, Seller shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier with the following minimum limits and coverage:

(1) Comprehensive general liability insurance for a limit of \$3,000,000 each occurrence and \$6,000,000 in the aggregate, including but not limited to coverage for bodily injury and property damage. Products and completed operations aggregate shall be \$6,000,000. Fire damage liability shall be included at \$100,000.

(2) Worker's compensation coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

(3) Comprehensive automobile liability insurance with a limit of not less than \$3,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

B. Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

C. Seller shall require that each Subcontractor provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Seller.

7. INDEMNIFICATION

A. Seller shall defend, indemnify and save the City, its elected and appointed officials, employees, or agents harmless from and against all liabilities, claims, costs, damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

(1) The negligence or intentional act or omission of Seller, its employees, agents, representatives and Subcontractors; or

(2) Seller's breach of this Agreement; or

(3) Labor, materials, services, or supplies furnished by Subcontractors or suppliers of Seller and from all related liens, including without limitation, laborers, materialmen's or mechanics' liens.

8. GENERAL

A. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Florida.

B. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Agreement shall be valid unless made in writing, referring to this Agreement, and executed by City and Seller.

C. Independent Seller. Seller, in performance of the Work under this Agreement, is acting as an independent Seller and shall have the exclusive control of the manner and means of performing the work. Personnel and Subcontractors supplied by Seller hereunder are not City's employees, agents or representatives, and Seller assumes full responsibility for their acts.

D. Work Rules. Seller's employees, agents and Subcontractors shall observe the working hours, working rules, holiday schedules and policies of City while working on City's premises.

E. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Seller may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of City, and any such attempted assignment shall be void. Furthermore, no work to be performed on behalf of Seller hereunder shall be subcontracted to or performed on behalf of Seller in an amount exceeding One Dollar (\$1.00) by any third party, except upon written permission of City. Seller agrees that any assignment hereunder shall not relieve Seller of its obligations hereunder.

F. Notices. Any notices or communication under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To City: Sarah Kirkland,
Public Works Director
City of Lake Wales
P.O. Box 1320
Lake Wales, FL 33859 - 1320

To Seller: Patrick H. Allman
Odyssey Manufacturing Co.
1404 Massaro Blvd.
Tampa, FL 33619

G. Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

H. Compliance with Laws. Seller's employees, agents and Subcontractors shall comply with all applicable U.S., state and local laws and regulations and union work rules in its performance of its obligations hereunder.

I. Public Records. Seller acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Seller must comply with the public records laws of the State of Florida. Seller shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(3) The Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) The Seller shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Seller or keep and maintain public records required by the public agency to perform the service. If the Seller transfers all public records to the public agency upon completion of the contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the contract, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(6) If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(8) If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

(9) A notice complies with subparagraph (8)(b) if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(10) A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

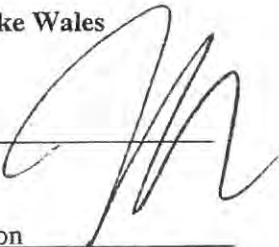
IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

843-678-4182 ext. 1254

jnanek@lakewalesfl.gov

City of Lake Wales
Attn: City Clerk
201 W. Central Ave
Lake Wales, FL 33853

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Lake Wales


Signature
James Slaton

Printed Name
City Manager

Title
9/21/2023

Date

SELLER


Signature
Patrick H. Allman

Printed Name
General Manager

Title
9/26/2023

Date



City of
Lake Wales

201 Central Avenue W.
P. O. Box 1320
Lake Wales, FL 33859-1320
Phone (863) 678-4182
Fax (863) 678-4180

AGREEMENT TO EXTEND

DATE: August 7, 2024
RE: RENEWAL OF CONTRACT ITB 23-540 BETWEEN ODYSSEY MANUFACTURING AND THE CITY OF LAKE WALES FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE
VENDOR: ODYSSEY MANUFACTURING

The City of Lake Wales is interested in renewing the contract listed above with your company. If you are in agreement, please complete this form and return it to our office as soon as possible.

The undersigned agrees to renew the above referenced agreement, for the period of October 1, 2024 to September 30, 2025, with the terms, conditions and prices as set forth in the Contract.

If you are not interested in renewing this bid for the above mentioned period, please note "not interested" on this letter and fax back to (863)678-4074, Attention Nancy Hernandez. If you have any questions please feel free to contact me at (863)678-4182 ext 1074.

Signature

Patrick H. Allman

Contractor Typed or Printed

8/19/2024

Date

Signature

James Slaton

~~Interim~~ City Manager

8/17/24

Date

Resolution No. 24-33

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF SODIUM HYPOCHLORITE

This First Amendment To Agreement For Purchase of Sodium Hypochlorite (hereafter the "Amendment") is agreed upon by the parties and appended to the agreement(s), addendum(s), deliverable(s), purchase(s), order(s), form(s), service(s), package(s) and contract(s) (collectively, the "Contract Documents"), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the "Town") and the following Vendor (collectively hereinafter referred to as the "Parties"):

Name of Vendor: Odyssey Manufacturing Company, Inc.
1484 Massaro Blvd.
Tampa, FL 33619

Name of Contract: City of Lake Wales Invitation to Bid No. 23-540; City of Lake Wales Addendum for the City of Lake Wales Invitation to Bid No. 23-540; Odyssey Manufacturing Company Bid Proposal for the City of Lake Wales Invitation to Bid No. 23-540; Agreement For Purchase of Sodium Hypochlorite; and Renewal of Contract ITB 23-540 Between Odyssey Manufacturing and The City of Lake Wales For The Purchase and Delivery of Sodium Hypochlorite (hereinafter collectively referred to as the "Contract").

§ 1. Factual Recitals. The factual recitals and referenced exhibit(s) provided for in this Amendment and provided for by Town of Dundee Resolution No. 24-33 are incorporated herein as true and correct statements which form a factual and material basis for the Town's adoption and entry into the Contract which includes, but is not limited to, this Amendment between the Vendor and Town, as follows:

(a) the Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

(b) pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

(c) Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorize the Town to enter into this Amendment with the Vendor; and

(d) pursuant to Section 2-159 of the Code of Ordinances of the Town of Dundee, Florida (hereafter the "Code"), which is entitled source selection, nothing prohibits the

Resolution No. 24-33

Town from renewing purchase order(s) or contract(s) provided the vendor was originally selected through a *competitive selection process* and such renewal is within the scope of the original purchase order and/or contract; and

(e) Town requires *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* for the Town’s Water Treatment Plant(s) and Wastewater Treatment Plant in order to ensure continuity of the Town’s utility services and operations; and

(f) on August 15, 2023, the City of Lake Wales (hereafter “Lake Wales”), a Florida municipal corporation organized and existing under the laws of the State of Florida, advertised and/or published notice (hereafter the “Notice”) of the City of Lake Wales Invitation To Bid No. 23-540 (hereafter “ITB No. 23-540”); and

(g) ITB No. 23-540 was a *competitive sealed bid procurement* for Sodium Hypochlorite; and

(h) on August 29, 2023, in response to the Notice, Vendor submitted its *bid submission* to and/or for ITB No. 23-540 for the procurement of sodium hypochlorite; and

(i) Vendor is an active Delaware Corporation authorized to transact business in the State of Florida; and

(j) on September 12, 2023, at a duly noticed public meeting, Lake Wales found that Vendor was the apparent low-bidder and voted to award the bid for ITB No. 23-540 to Vendor for the purchase and delivery of sodium hypochlorite; and

(k) on September 12, 2023, Lakes Wales and Vendor entered into that certain *Agreement For Purchase of Sodium Hypochlorite*; and

(l) on August 17, 2024, pursuant to the terms and conditions set forth in ITB No. 23-540 and *Agreement For Purchase of Sodium Hypochlorite*, Lakes Wales and Vendor entered into that certain *Renewal of Contract ITB 23-540 Between Odyssey Manufacturing and The City of Lake Wales For The Purchase and Delivery of Sodium Hypochlorite* which renewed term for the period of October 1, 2024 to September 30, 2025; and

(m) on November 12, 2024, the Town Commission of the Town of Dundee, Florida (hereafter the “Town Commission”), at a duly noticed meeting, adopted *Town of Dundee Resolution No. 24-33* (hereafter the “Resolution”); and

(n) on November 12, 2024, the Town Commission, at a duly noticed public meeting, found that the Town has an imminent and long-term emergency need for *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*; and

(o) on November 12, 2024, the Town Commission, at a duly noticed public meeting, found that the the competitive sealed bid process(es) and procedure(s) utilized by

Resolution No. 24-33

Lake Wales are substantially the same as would be utilized by the Town in order to adhere to and/or comply with Section 2-159(2) of the Code and therefore adopted same as the *competitive sealed bid process* required for the procurement of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*; and

(p) on November 12, 2024, the Town Commission, at a duly noticed public meeting, elected to piggyback the Contract; and

(q) copies of the Contract are attached to this Amendment as **Composite Exhibit “A”** and made a part hereof by reference; and

(r) Vendor and Town acknowledge, affirm, and agree that certain amendments to the Contract are necessary in order to comply with applicable Florida law; and

(s) Vendor acknowledges and agrees that the Contract and this Amendment are governed by Florida law; and

(t) Vendor and Town acknowledge, affirm, and agree that entry into the Contract is contingent upon the terms and conditions set forth in this Amendment; and

(u) Vendor and Town agree to amend the Contract to provide for additional provisions, specifically indemnification; venue; and explicitly incorporate provisions of Section 119.0701 of the Florida Statutes regarding public records into this Amendment and to confirm the parties intent regarding public records that may be created relating to the services performed under the Contract which includes, but is not limited to, this Amendment; and

(v) Vendor and Town acknowledge, affirm, and agree that the Town will be included as an additional insured under any applicable Comprehensive General Liability policy, and the Town will be identified as an additional insured on any certificate(s) of insurance for any applicable policy of insurance related to the services which are the subject of the Contract and/or this Amendment; and

(w) Vendor acknowledges, represents, and agrees that the Contract which includes, but is not limited to, this Amendment are to be liberally interpreted and construed in favor of the Town; and

(x) Vendor and Town acknowledge and agree that the terms and conditions set forth in this Amendment governs the contractual relationship and, in the event of any conflict between this Amendment and the Contract, this Amendment is the controlling document; and

(y) Vendor acknowledges, agrees, and represents that, prior to executing this Amendment, it has reviewed this Amendment with its legal counsel and fairly negotiated this Amendment at arm’s length; and

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(z) Vendor and Town acknowledge, affirm, and agree that mutual consideration has been given herein in exchange for the entry into the Amendment.

§ 2. Definitions. Words used in the Contract and this Amendment, as well as any and all attachment(s) and/or exhibit(s) incorporated herein and made a part hereof, shall possess their everyday and ordinary meaning(s), provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

(a) “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances, and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

(b) “*Town*” means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

(c) “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee, Florida.

(d) “*Town Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of the Contract which includes, but shall not be limited to, this Amendment. The Town Representative does not have the authority to waive or modify any condition or term of this Amendment.

(e) “*Day(s)*” means calendar day unless specifically stated otherwise.

(f) “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

(g) “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town.

(h) “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of the Contract, the date on which this Amendment is approved and executed by the Town Representative as authorized, at a duly notice public meeting, by the Town Commission.

(i) “*Indemnification*” means, for purposes of the Contract and this Amendment, Vendor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of

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limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Vendor's performance of the Contract. Other specific references to the Vendor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Vendor indemnity is required.

(j) "Term" means the term of the Agreements which shall commence on the **November 12, 2024**, and expire on **November 13, 2025**, with the option to renew for two (2) consecutive one (1) year terms upon the mutual agreement of the Parties, unless otherwise terminated as provided herein.

§ 3. Primacy of this Amendment; Rates.

(a) This Amendment contains specific terms and conditions that are applicable to purchases of goods and services made by the Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida. Notwithstanding anything in the Contract to the contrary, whether expressly made or determined to exist by implication, the terms of this Amendment shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract.

(b) It being the intent of the Contract and this Amendment to provide a general basis for the purchase and delivery of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions, and covenants set forth by this Amendment and/or any change order deemed necessary by the Town Administrator in order to effectuate the intent of *Town of Dundee Resolution No. 24-33* (hereafter the "Resolution"); and, prior to the commencement of any service(s), project(s), job(s) and/or task(s) by the Vendor, the Town and Vendor shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in the Contract, Contract Documents, and/or this Amendment.

(c) The rates shall remain fixed during the Term of the Agreements unless otherwise agreed to by the Parties in a separate written modification to the Agreements. Beginning on the Effective Date of the Agreements, the price per gallon shall be \$_____.

§ 4. Calculation of Time.

The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in the Contract and/or Contract Documents). Unless otherwise specified in the Contract and/or Contract Documents, the calculation of the number of days that have passed during any time period prescribed in or by the Contract and/or Contract Documents shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or

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event, the calculation of the number of days that have passed during such time period prescribed in or by the Contract and/or Contract Documents shall commence on the day immediately following the Effective Date.

§ 5. Governing Law; Home Venue Privilege.

The Contract, Contract Document(s), and this Amendment (collectively hereinafter referred to as the “Agreements”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the Effective Date of the Agreements, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 6. Financial Matters; City Performance Subject to Appropriation; Applicability of the Florida Local Government Prompt Payment Act

(a) The Town’s obligation to perform under the Agreements and furnish payment to Vendor is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee, Florida, fails to appropriate sufficient funds to satisfy the Town’s payment obligations to Vendor of any kind or type, the Town or the Vendor may immediately terminate the Agreements and be released from any future responsibility or liability thereunder. Notwithstanding the foregoing, nothing herein shall be intended to relieve the Parties from any payment obligation(s) for the cost value of and/or for service(s) rendered prior to the effective date of termination.

(b) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2023), are incorporated herein as if set forth in full, and shall control all payments made by the Town to the Vendor required by the Agreements. To the extent there is conflict between the text of the Agreements and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 7. Public Records Compliance.

Pursuant to Section 119.0701(1)(a) of the Florida Statutes (2023), Vendor agrees to:

- (a) Keep and maintain public records required by the Town to perform the services specified herein.
- (b) Upon request from the Town’s custodian of public records, provide the Town with

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a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreements term and following completion of the Agreements and/or any amendment(s) issued hereunder if the Vendor does not transfer the records to the Town.
- (d) Upon completion of the Agreements and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENTS, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS, LITA O’NEILL, AT 863-438-8330, EXT. 258, Loneill@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Vendor does not comply with a public records request, Town shall enforce the Agreements and/or any amendment(s) issued hereunder which may include immediate termination of Agreements and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreements.**

§ 8. Sovereign Immunity; Limitations of City’s Liability.

(a) Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreements shall be construed to waive the Town’s sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Vendor shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

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(b) Notwithstanding any other provision set forth in the Agreements, nothing contained herein shall be construed as a waiver of the Town’s right to sovereign immunity under Section 768.28, Florida Statutes (2023), or other limitations imposed on Town’s potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

(c) The Parties agree that the maximum value and monetary limits of any individual express Town indemnification and all collective express Town indemnifications found in the Agreements, if any exist, shall not exceed the limits of the City’s potential liability as determined by the State of Florida’s waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligation to indemnify or the underlying cause for indemnity is based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. Notwithstanding anything in the Agreements or the Contract Documents to the contrary, to the extent that the Town has agreed to an express indemnification, the Parties agree that no Town indemnity shall require the Town to defend Vendor and no Town indemnity shall indemnify Vendor from and against attorneys’ fees and costs, fees and costs for experts and witnesses, costs of suit, or any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment. This limitation provision shall not be construed to create a duty for the Town to indemnify the Vendor in the absence of an independent express indemnification clause.

(d) This Section shall survive termination of the Agreements and this Amendment.

§ 9. Vendor Indemnifications.

To the fullest extent permitted by Applicable Law, Vendor shall indemnify and hold harmless the Town of Dundee, Florida, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreements.

Without limiting the generality of the foregoing, the Town and the Vendor agree that, as used in this indemnification:

(a) the phrase “*liabilities, damages, losses, and costs*” shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Agreements, and any project, task or work performed hereunder;

(b) the phrase “*reasonable attorneys’ fees*” shall include by way of explanation and not

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of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase “*negligence, recklessness, or intentionally wrongful conduct*” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Vendor, any person or organization directly or indirectly employed by Vendor, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Agreements, or in any project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of the Agreements, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Vendor or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the Town that such amount is due, be made by Vendor prior to the Town being required to pay same, or in the alternative, the Town, at the Town’s option, may make payment of an amount so due and the Vendor shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with §55.03, *Florida Statutes (2024)*, from the day of the Town’s payment.

The Town and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

§ 10. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of “Force Majeure” and such delays shall be excused in the manner herein provided. If a party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will

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cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 11. Notices.

All notices under the Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE TOWN:

Tandra Davis, Town Manager
Town of Dundee, Florida
Physical Address: 202 East Main Street, Dundee, Florida 33838

WITH COPY TO: (*which shall not constitute notice*)

Frederick J. Murphy, Jr., Town Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Agreement, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 12. Compliance with Laws.

Vendor shall comply with Applicable Law, any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of the Town of Dundee, and of any and all other public authority which may be applicable.

§ 13. Assignment; Modification.

(a) The Agreements shall not be assigned by the Vendor, or any successor thereto, without the prior written consent of the Town which shall not be unreasonably withheld.

(b) The Agreements shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the Parties and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Vendor

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regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of the Agreements, the parties agree to modify and/or amend the Agreements, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§ 14. State Law Compliance. The following provisions are included to comply with Florida State Statutes:

(a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, VENDOR certifies that it does not and did not at any time since the submission of a response to the Town's initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN's option if the VENDOR is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing the Agreements, VENDOR certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace.*** By executing the Agreements, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(d) ***E-Verify.*** By entering into the Agreements, VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the

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E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreements, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 Calendar Days after the date of termination. If the Agreements are terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreements.

(f) ***Contracting with Foreign Entities.*** By executing the Agreements, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If the Agreements permit the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(g) ***Human Trafficking Affidavit.*** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the services hereunder.

§ 15. Insurance.

Vendor shall, at its own expense, procure and maintain throughout the Term of the Agreements, with an insurer or insurers acceptable to the Town, the types and amounts of

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insurance conforming to the Town’s minimum requirements. Also, Vendor shall provide to the Town on or before the Effective Date of the Agreements a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Town and the Town’s members, officials, officers and employees as additional insureds in the Commercial General Liability coverage.

§ 16. No Third-Party Beneficiaries.

The services to be performed by the Vendor are intended solely for the benefit of Town, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to the Agreements.

§ 17. Independent Contractor.

Notwithstanding any provision of the Agreements, the Vendor and Town agree that the Vendor is an independent contractor for all purposes and when performing any services under the Agreements.

§ 18. Severability.

If any term, covenant, or condition of the Agreements or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of the Agreements or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of the Agreements shall be valid and enforced to the fullest extent permitted by law. The Town and Vendor further agree to reform the Agreements to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

§ 19. Construction.

The Town and Vendor acknowledge that the Agreements have been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein. Any controversy over the construction of the Agreements shall be decided neutrally and without regard to events of authorship or negotiation.

§ 20. Attorneys’ Fees.

In the event either the Town or the Vendor brings an action against the other to interpret and/or enforce the Agreements and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney’s fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

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§ 21. Execution in Counterparts.

The Agreements and this Amendment may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one agreement.

[Remainder of page intentionally left blank]

Exhibit F

Resolution No. 24-33

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor: Odyssey Manufacturing Company, Inc.

Executed this ____ day of _____, 2023

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____

My commission expires: _____

Exhibit F

Resolution No. 24-33

Town of Dundee, Florida:

Executed this ____ day of _____, 2023

By: _____
Town Manager

Attest:

Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney

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HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Odyssey Manufacturing Company, Inc.

Executed this ____ day of _____, 2024.

By: _____
Name: _____
Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

Item 6.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #1: WATER/WASTEWATER UTILITY MASTER PLAN
SUBJECT:	The Town Commission will consider approval of Task Order #1 from CHA Engineering to prepare the Water and Wastewater Utility Master Plan.
STAFF ANALYSIS:	<p>The proposed Water and Wastewater Utility Master Plan will evaluate the existing potable water and wastewater infrastructure within Town limits and will determine the improvements required to accommodate future growth for planning years 2025, 2025, and 2045.</p> <p>The last Utility Master Planning Study was done in 2005. Water and Wastewater Master Plans provide a long-term vision, ensuring that the Town is prepared for future growth and development. They are a critical tool for strategic management. It ensures that Dundee is able to meet current and future demands, remain compliant with regulations, and maintain high-quality service levels for all its residents.</p>
FISCAL IMPACT:	\$181,534.39 (ARPA Funds)
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Proposed Task Order #1 – Scope of Services dated October 28, 2024

TASK ORDER #1: WATER/WASTEWATER UTILITY MASTER PLAN



**Town of Dundee
Scope of Services
2024 Utility Master Plan
October 28, 2024**



OWNER: Town of Dundee

CONSULTANT: CHA Consulting, Inc.

This Task Authorization for engineering services is made between the Town of Dundee (Town) and CHA Consulting, Inc. (Consultant). CHA is pleased to submit this scope to provide certain professional services to the Town for preparation of a 2024 Utility Master Plan.

This scope of services for the project identified herein, RFQ 23-01, pertains to the Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, as modified by the Master continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, CHA Consulting, Inc., Contract Addendum.

A. Project Background and Description

The Town provides potable water distribution and wastewater collection services to its residential, commercial, and other customers within its utility service area. There are two (2) Water Treatment Plants (WTP) in the Town of Dundee: 1) Hickory Walk and 2) Riner. The potable water distribution system has an annual average demand of approximately 1.0 million gallons per day (MGD; based on Monthly Operating Reports, MORs). The potable water distribution system consists of approximately 49 miles of pipe that distribute potable water from WTPs to approximately 1,958 residential and 163 commercial customers. According to Southwest Florida Water Management District (SWFWMD) water use permit (WUP) number 20-005893.013 (expires in 2032), the Town is permitted to withdraw 917,500 gallons per day (gpd) and 1,202,000 gpd of groundwater on annual average and peak month basis, respectively.

The wastewater collection system consists of 14 miles of force main and 13 miles of gravity main (according to Towns *DiamondMaps* data) that collect wastewater (from approximately 925 residential and 54 commercial customers), 13 lift stations, and a wastewater treatment plant (WWTP) with a permitted treatment capacity of 0.70 MGD (permit number FLA180416, April 16, 2015 – April 15, 2025). The wastewater treatment process is categorized as Type I extended aeration, and consists of one bar screen, one flow splitter box, two aeration basins (700,000 gallons total volume), two clarifiers (282,000 gallons total volume, 2,436 square feet of total surface area), two chlorine contact chambers (32,000 gallons total volume), and two digestors (120,000 gallons total volume). The treated wastewater is discharged to an onsite three-cell rapid infiltration basin (RIB), with a permitted capacity of 0.70 MGD Annual Average Daily Flow, AADF, and a bottom surface area of 125,900 square feet. The WWTP provides secondary treatment with basic disinfection and has Class III reliability.

The Town has requested assistance from the Consultant for preparation of a 2024 Utility Master Plan to evaluate the existing potable water and wastewater infrastructure and determine the improvements required to accommodate future growth for planning years 2025, 2035, and 2045. The specific scope of services to be provided is set forth below.



B. Scope of Services

PHASE 100 – PROJECT ADMINISTRATION & MEETINGS

Task 101 – Project Administration

This task consists of overall administration of the Project including contract and budget administration, invoicing (along with progress reports), scheduling, and coordination with the Town.

Task 102 – Project Meetings

The Consultant will prepare for and attend:

- a) One (1) kickoff meeting with the Town to develop a clear and mutual understanding of the scope elements, performance requirements, and critical success factors for the Project.
- b) Three (3) progress/coordination meetings with the Town staff to obtain feedback and discuss additional data needs.
- c) One (1) draft report review meeting with the Town to discuss findings and seek feedback from the Town staff.

Meeting summaries for each meeting will be shared with the Town within five (5) business days after the meeting.

PHASE 200 – REVIEW OF EXISTING CONDITIONS

Task 201 – Data Request & Review

Consultant will prepare and submit a data request to the Town to obtain information necessary for completion of this scope of services. Such information may include previous capacity analysis reports, operational data and procedures, potable water high-service pump station historical discharge flows and pressures, historical wastewater treatment plant influent and effluent data (flows, discharge pressures), and wastewater lift station data (influent flows, discharge flows and pressures).

Task 202 – Facility Site Visits

Consultant, accompanied by Town operations staff, will perform one site visit to the WTPs and WWTP to view above-ground assets (pumps, piping, storage tanks, water and wastewater treatment unit operations and processes) to obtain insights on operational strategies, discuss challenges and needs with the plant operators, and take photos to include in the Utility Master Plan Report. As part of this effort, the Consultant will perform a high-level visual evaluation of the condition of wastewater lift stations (wet wells, pumps, pipes, valves, electrical system, overflow history), and the WWTP headworks, aeration basin, and clarifier. This information will be used by the Consultant to develop the Town's facility improvement needs.

Task 203 – Review, Update, and Calibration of Existing Potable Water Hydraulic Model

The Town has an existing *InfoWater Pro* hydraulic model for its potable water system. As part of this master plan, the hydraulic model will be updated as needed to reflect the existing configuration of the potable water system (pipe network, demands, base elevations, pumps). The Consultant will prepare and submit a *Field Pressure Data Collection Protocol* describing the details and requirements for installation of remote pressure loggers in the potable water distribution system by Town. The potable hydraulic model parameters will be adjusted to produce a reasonable match ($\pm 10\%$) between the simulated and observed values for flows from WTPs to the distribution system and for heads at the remote pressure measurement locations.

Task 204 – Development of Wastewater Hydraulic Model

The Town does not have an existing hydraulic model for the wastewater collection system. As part of this master plan, the pipe network shapefiles for the force mains from *DiamondMaps* will be used to create a hydraulic model for the force main system. The force main pipe network will then be updated as needed in consultation with the Town staff and operators to include in the wastewater hydraulic model any pipes that are not captured in *DiamondMaps*. The curves associated with the lift station pumps will be provided by the Town to use in the hydraulic model. The wastewater hydraulic model parameters will be adjusted to produce a reasonable match ($\pm 10\%$) between the simulated and observed values for lift station discharge heads and flows.

Task 205 – Development of Hydraulic Modeling Criteria

For this task, in consultation with the Town staff, hydraulic modeling criteria will be developed for the potable water distribution system and wastewater collection system. Such criteria include velocity and pressure requirements in the potable water distribution system for average day demand (ADD), maximum day demand (MDD), maximum day demand plus fire flow (MDD+FF), and peak hour demand (PHD) conditions. For the wastewater collection system, hydraulic modeling criteria include velocity and pressure requirements in the wastewater force main system. As part of this task, historical peaking factors for potable water and wastewater systems will be determined based on available data and used for developing design peaking factors for potable water and wastewater systems.

PHASE 300 – REGULATORY CONSIDERATIONS

Task 301 – Review of Existing Permits

The Consultant will review the Town's Water Use Permit (WUP) with Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) domestic wastewater permit for the Town's WWTP.

Task 302 – Future Regulatory Considerations

The Consultant will review the upcoming regulatory considerations and future regulatory requirements for water and wastewater facilities. For the potable water system, this includes, but not limited to, regional water supply considerations, the Central Florida Water Initiative (CFWI) Rule, the Lead and Copper Rule Revision, the Microbial/Disinfection By-Products Rule Revision and potential emerging contaminant regulations. For the wastewater system, this includes the Senate Bills (SBs) 64 and 712.

The Consultant will develop a Town action plan table to identify the actions required to maintain compliance, which will be documented in the master plan report.

PHASE 400 – DEVELOPMENT OF FUTURE CONDITIONS

Task 401 – Review of Historical Water Demands, Wastewater Flows, and Planned Developments

The Consultant will review the 5-year historical potable water demands, wastewater influent flows to the WWTP, and effluent flows from WWTP, the planned residential, commercial, and industrial developments where additional potable water may be demanded, or additional wastewater flows will be generated. Consultant will review the historical population growth rates and per capita potable water demands and per capita wastewater flows. The Consultant will discuss with the Town the feasibility and timing for future connections for identified developments. This timing will be used in the hydraulic model for setting up scenarios for planning years.

Task 402 – Potable Water Demand and Wastewater Flow Projections

The Consultant will update, as needed, the Town's latest population and potable water demand projections (which has been performed as part of another project) to reflect the latest changes in the identified planned developments. The Consultant will develop wastewater flow projections based on the updated population projections and historical per capita wastewater flows.

PHASE 500 – POTABLE WATER & WASTEWATER SYSTEM PLANNING

Task 501 – Future Potable Water System Hydraulic Modeling & Analysis

Utilizing the calibrated potable water hydraulic model, the Consultant will develop modeling scenarios for planning years, 2025, 2035, and 2045. For each planning year, a steady state simulation will be performed for ADD, MDD, MDD+FF, and PHD conditions. Utilizing the hydraulic modeling criteria developed under Task 205, capital improvement programs (CIPs), for additional infrastructure pipes, pumps, storage) will be recommended such that the potable water demands and the hydraulic modeling criteria are met for each planning year. For each recommended CIP, an Engineer's Opinion of Probable Construction Cost (OPCC) will be developed. As part of this task, the treatment and hydraulic capacity of each WTP (aeration, chlorination, pumping capacity of well pumps and high service pumps, and storage) will be evaluated and recommendations will be made to address capacity increase requirements for each planning year. The CHA team had previously reviewed and commented on the estimated costs for projects in the existing CIP. As such, those will not be revisited as part of this master planning effort.

Task 502 – Future Wastewater System Hydraulic Modeling & Analysis

Utilizing the wastewater hydraulic model, the Consultant will develop modeling scenarios for planning years, 2025, 2035, and 2045. For each planning year, a steady state simulation will be performed for ADD and, MDD conditions. Utilizing the hydraulic modeling criteria developed under Task 205, CIPs (for additional infrastructure pipes, pumps, and wet wells) will be recommended such that the hydraulic modeling criteria are met for each planning year. For each recommended CIP, an Engineer's Opinion of Probable Construction Cost (OPCC) will be developed. As part of this task, the treatment and hydraulic capacity of the WWTP will be evaluated and recommendations will be made to address capacity increase requirements for each planning year. The Consultant will also compare the permitted capacity of the onsite Rapid Infiltration Basins (RIBs) to the projected required capacity for future planning years. It is not anticipated that consideration will be given to beneficial reuse of WWTP plant effluent as part of this master plan.

PHASE 600 – REPORT PREPARATION

Task 601 – Draft Utility Master Plan Report

The Consultant will prepare a draft report summarizing the analyses results of the project and share with the Town for comments. Three (3) hard copies and electronic versions (Word and PDF) of the draft report will be provided to the Town. This report will include the following D-size (24" × 36") maps:

- a) Existing potable water distribution system.
- b) Existing wastewater collection system.
- c) Future potable water distribution system showing CIPs for future planning years including a table with description of each CIP (location, pipe length and diameter, pumping requirements, and OPCC).
- d) Future wastewater collection system showing CIPs for future planning years including a table with description of each CIP (location, pipe length and diameter, pumping requirements, and OPCC).

Task 602 – Final Utility Master Plan Report

After receipt of final comments from the Town, the Consultant will prepare a final report summarizing the analysis results of the project. Three (3) hard copies and electronic versions (Word and PDF) of the final report will be provided to the Town.

C. Deliverables

- a) Meeting summaries will be distributed within five (5) business day after any meeting.
- b) Presentation of preliminary findings and draft report.
- c) Three (3) hard copies and electronic versions (Word and PDF) of the draft report.
- d) Three (3) hard copies and electronic versions (Word and PDF) of the final report.

D. Schedule

The schedule for this project is presented below and will commence upon receiving a Notice to Proceed (NTP) from the Town.

Description	Start	End	Duration (Days)
Phase 100 – Project Administration & Meetings	11/15/24	09/13/25	302
Phase 200 – Review of Existing Conditions	11/15/24	02/13/25	90
Phase 300 – Regulatory Considerations	02/13/25	03/30/25	45
Phase 400 – Development of Future Conditions	02/13/25	03/30/25	45
Phase 500 – Potable Water & Wastewater System Planning	03/30/25	06/28/25	90
Phase 600 – Report Preparation	06/28/25	09/13/25	77

E. Compensation

Compensation will be a lump sum amount of **\$181,534.39**. Compensation for the services provided herein shall be due and payable monthly. The following table shows the cost breakdown for each Task described herein.

Phase	Lump Sum Fee
Phase 100 – Project Administration and Meeting	\$13,984.30
Phase 200 – Review of Existing Conditions	\$60,719.98
Phase 300 – Regulatory Considerations	\$12,633.49
Phase 400 – Development of Future Conditions	\$10,775.00
Phase 500 – Potable Water & Wastewater System Planning	\$67,182.52
Phase 600 – Report Preparation	\$16,239.10
Total Lump Sum Fee	\$181,534.39

F. Town’s Responsibilities

The Town staff responsibilities are as follow:

- a) Provide data required to complete the tasks as requested by the Consultant.
- b) Perform field equipment installation and testing for collection of pressure and flow data in the potable water and wastewater system.
- c) Perform pump drawdown tests for each wastewater lift station if needed.
- d) Attend the progress meetings with the Consultant.
- e) Provide comments and feedback on the draft report.

G. Services Not Included

- a) Reclaimed water system master planning.
- b) Water Use Permit modifications.
- c) Detailed design drawings or specifications.
- d) Construction phase services.
- e) Utility rate study.
- f) Grant applications.
- g) Participation in FDEP rulemaking.
- h) Wetlands and/or environmental investigations.

H. Assumptions

The Scope of Services and compensation arrangement outlined are based on the following assumptions:


- 1. The Town will provide field operations staff and equipment to perform the field pressure/flow tests and system monitoring.
- 2. The Town will provide review comments on the draft report within four (4) weeks of the receipt of the report from the Consultant.
- 3. The Town will provide review comments on any interim submittals within two (2) weeks of receipt from the Consultant.

I. Approval

OWNER
Town of Dundee

CONSULTANT
CHA Consulting, Inc.

Name:
Title:



Name: Allen Dethloff, PE
Title: Project Team Leader

DATE: _____

DATE: 10/30/2024





TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, CONTINUING MASTER AGREEMENT BETWEEN THE TOWN OF DUNDEE AND CHA CONSULTING (RFQ 23-01 – OCTOBER 22, 2024) TASK ORDER #2: DUNDEE REGIONAL WWTF PERMIT RENEWAL APPLICATION**

SUBJECT: The Town’s wastewater operating permit, FLA180416, for the Dundee Regional Wastewater Treatment Facility (WWTF) will expire on April 15, 2025, and the Town has requested CHA Consulting to provide engineering services to renew the wastewater operating permit.

STAFF ANALYSIS: In accordance with Rule 62-620.410(5), F.A.C., the permittee must submit an application for renewal of the permit. The scope of services for Task Order #2 describes the services that will be completed by CHA Consulting in order to prepare and submit an individual operating permit renewal package for the Town of Dundee WWTP to the Florida Department of Environmental Protection (FDEP).

FISCAL IMPACT: \$57,935

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Proposed Task Order #2 – Scope of Services dated October 28, 2024



Town of Dundee
Scope of Services
Wastewater Permit
Renewal Application
October 24, 2024



OWNER: Town of Dundee

CONSULTANT: CHA Consulting, Inc.

This Task Authorization for engineering services is made between the Town of Dundee (Town) and CHA Consulting, Inc. (Consultant, 'CHA'). CHA is pleased to submit this proposal to provide professional services to the Town for preparation of a Wastewater Treatment Plant Permit Renewal Application.

This scope of services for the project identified herein pertains to the Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services (RFQ 23-01) Between the Town of Dundee, Florida and Consultant, as modified by the Master continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, CHA Consulting, Inc., Contract Addendum.

A. Project Background and Description

The Town's wastewater operating permit, FLA180416, for the Dundee Regional Wastewater Treatment Facility (WWTF) will expire on April 15, 2024, and the Town has requested CHA to provide engineering services to renew the wastewater operating permit.

In accordance with Rule 62-620.410(5), F. A. C., the permittee must submit an application for renewal no later than 180 days from the expiration of the permit. This Scope of Services describes the services that will be completed by CHA in order to prepare and submit to Florida Department of Environmental Protection (FDEP) an individual operating permit renewal package for the Town of Dundee WWTP.

B. Scope of Services

PHASE 100 – PROJECT ADMINISTRATION & MEETINGS

Task 101 – Project Administration

This task consists of overall administration of the Project including contract and budget administration, invoicing (along with progress reports), scheduling, and coordination with the Town.

Task 102 – Project Meetings

The Consultant will prepare for and attend:

- One (1) virtual kickoff meeting with the Town to develop a clear and mutual understanding of the scope elements, performance requirements, and critical success factors for the Project.
- One (1) virtual permit application review meeting with the Town to discuss findings and seek feedback from the Town staff.
- One (1) virtual Request for Additional Information (RAI) review meeting with the Town to discuss findings and seek feedback from the Town staff, if necessary.

Meeting summaries for each meeting will be shared with the Town within five (5) business days after the meeting.

Phase 200 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required by FDEP for the operating permit renewal. Response to agency questions/comments is limited to one (1) set of review questions/comments from FDEP. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents. Permit applicant fees will be paid by the Town.

Task 201 – Prepare and Submit Draft FDEP Wastewater Permit Application Package for the Dundee Regional Wastewater Treatment Plant Permit Renewal

The following items will be provided by the Consultant and included in the draft permit application:

1. Draft FDEP Forms 62-620.910 (1) and (2)

Consultant will prepare and complete the FDEP Wastewater Facility or Activity Permit Application General Information Form 1 and Wastewater Permit Application Form 2A for Domestic Wastewater Facilities [a.k.a., FDEP Forms 62-620.910(1) and (2)] for Town’s comment. Consultant will provide one (1) hard copy of the draft permit application package and one (1) electronic pdf version of the draft application package to the Town for review and comment.

2. Draft Maps and Figures

Consultant will revise the general Process Flow Diagram for the facility and the Collection/Transmission System and Location Map. The Topographic Map, Service Area Maps for Wastewater, and Site Plan Figure are to be provided by Town. Draft versions of the maps and figures will be submitted to the Town along with Draft FDEP Forms 1 and 2A for the Town’s review and comment.

3. Draft Capacity Analysis Report

Consultant will prepare an updated Capacity Analysis Report (CAR) in accordance with FDEP’s Guidelines document. The update will include any changes that have occurred since the date of the previous permit renewal and will be updated in general to reflect the current renewal. The following sections will be updated accordingly.

- Introduction: provides a general description of the facility and definitions used throughout the CAR.
- Existing Conditions: provides background and plant overview, including a brief description of each process and permitted capacities. This section will also include updated flow analysis including Maximum Average Daily Flow (MADF), Three-Month Rolling Average Flow (3MRAF), and Annual Average Daily Flow(AADF) and loading information through the year 2023.
- Assessment of Capacity provides an assessment of the infrastructure so as to prove an engineering opinion as to whether they are sufficiently sized to handle design hydraulic and organic loadings, based on existing influent flow and loading information.
- Future Conditions: provides historical and future projections for population and wastewater flows.
- Summary and Conclusions provides time required for 3MRAF to reach permitted capacity, and if required, recommendations for expansion and expansion schedule.

Data Required:

- Discharge Monitoring Reports (DMRs) for the past five years.
- Loading data
- Water usage data, population projections
- Wastewater service area map

The draft CAR will be submitted to the Town for their review and comment prior to certification as part of the overall draft permit package.

4. Site Evaluation and Draft Operation and Maintenance Performance Report

Consultant will conduct one (1) site visit to the Town’s WWTP, including discussions with Town staff during site evaluation. FDEP’s required site evaluation forms will be completed by the Consultant Engineer(s). In addition, Consultant will obtain from Town data documenting the operational performance since the last permit renewal, as contained within the facility’s DMRs.

It is understood that Consultant will not complete an exhaustive inspection of each piece of equipment; rather, the focus will be on “big picture” issues that are perceived to be a risk factor with respect to diminished treatment capacity, reliability, etc. Input from Town operation and maintenance staff will be paramount in gathering such information.

Consultant will update the previously completed Operation and Maintenance Performance Report (OMPR) in accordance with FDEP’s Guidelines document. The OMPR will include any changes that have occurred since the date of the previous permit renewal and will be updated in general to reflect the current renewal. It is anticipated that the following OMPR sections will be developed.

- Introduction: provides a brief overview, background and outlines the previously recommended actions as presented in the OMPR completed as part of the previous permit renewal.
- Existing Conditions: provides a general description of the treatment processes, including elements that make up individual processes.
- Physical Condition: provides a description of each process in the plant and presents an analysis of the general condition and performance of each component of the process.
- Treatment Efficiency: provides an evaluation of the treatment efficiency based on an evaluation for both secondary and tertiary (reuse) treatment levels.
- Operation and Maintenance Program: determines whether up-to-date record drawings, Operation and Maintenance Manuals and operation logs are maintained on site.
- Collection System Evaluation: provides a brief description of any potential treatment plant problems, bypass discharges or overflows as a result of issues with the collection and transmission system.
- Problems, Deficiencies, and Corrective Actions: provides a description of problems and deficiencies as identified as part of the site visit listed in the ‘Site Evaluation’ section above and throughout the OMPR; and will subsequently provide recommended corrective actions, improvements or general maintenance recommendations.

Data Required:

- Current Operation and Maintenance Manuals
- Current Standard Operating Procedures
- Operation and Maintenance Reports for the last five (5) years
- Documentation of any reportable events and remedial actions, if necessary
- Groundwater quality data for the last five (5) years

The Draft OMPR will be submitted to the Town for their review and comment prior to certification as part of the overall Draft Permit Package.

Task 202 – Prepare and Submit Final FDEP Wastewater Permit Application Package for the Dundee Regional Wastewater Treatment Plant Permit Renewal and Respond to RAIs

Following the review meeting with the Town, the Consultant will incorporate any Town comments into the final permit application packages, then Consultant will sign and seal the application. The finalized permit package will be submitted to the Town for the Owner’s signature as required by FDEP. Final permit package will be submitted to FDEP and provided to the Town.

The completed permit renewal package requires an expected renewal fee of \$5,000.00. The Town will be responsible to pay the permit renewal fees. The fees are NOT included as part of the budget for this proposed scope of work.

Following the RAI meeting (Task 102), the Consultant will prepare and submit responses to (RAI’s if required. This effort by the Consultant is limited to one (1) set of review questions/comments unless otherwise required to address errors and/or omissions of the Consultant in preparing and submitting requisite application documents. Department request for Collection System Action Plan or Power Outage Contingency Plan is not included under this Task item but may be performed by Consultant under a separate work order per Town’s request.

Phase 300 – Collection System Action Plan and Power Outage Contingency Plan Development

This phase consists of the preparation and submittal of the forms and documents that are required by FDEP for the Collection System Action Plan and Power Outage Contingency Plan. Response to agency questions/comments is limited to one (1) set of review questions/comments from FDEP. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

Task 301 – Collection System Action Plan and Operation and Maintenance Performance

Review Data Review

CHA will collect and review available information such as previous Annual Reports, collection and transmission system Operation and Maintenance (O&M) documentation, Inflow and Infiltration (I/I) Studies, and other documentation required for the completion of the Project. CHA will collect data from publicly available sources, where these are reasonable accessible. No budget has been included for Consultant’s development of these documents.

Task 302 - Collection System Action Plan Development

Items to be included in the Collection System Action Plan (CSAP) deliverable are:

- The Town’s existing processes evaluating or surveying the pipes, manholes, pump stations, tanks, and other equipment for the Town collection/transmission system.
- Suggested goals for evaluation percentages (e.g. linear feet of mains, manholes, etc.) of the collection/transmission system annually.
- Documentation of existing Geographic Information System (GIS) map and inventory of the collection/transmission system to include:
 - Component unique identification number, location, length, size and diameter, type of pipe or material, age, inspection information, and maintenance information for each section of pipe, manhole, and pump station; any new data created will include unique ID tracking number.
 - Climatic and geologic data necessary to help identify appropriate maintenance and repair actions (e.g. rain gauge data).
 - Information regarding collection/transmission system flows, overflows, bypasses, verified odor complaints, corrosion data, past inflow and infiltration analysis results, past leakage surveys, population served, and industries served.
 - GIS and documentation review for identification of all satellite collection systems connected to the facility collection system by pipe size, infrastructure type and location.
- Documentation of any existing Adaptive Maintenance and Repair Plans including general facility program and protocols regarding routine maintenance, cleaning activities, and protocol for emergency repairs.
- Town Fats, Oils, and Grease (FOG) program.
- Measures taken for limiting the presence of wet wipes, sand, and grit to the collection/transmission system.
- Documentation of existing Root Control Program, if applicable.
- Town I/I Program Management document.
- Any sewer ordinances or any programs established by Town to minimize inflow and infiltration from individual service connections.
- Measures taken by Town to require or encourage owners/operators of satellite/wholesale collection systems to minimize inflow and infiltration.

- Description of the resiliency of the collection/transmission systems that considers sea-level rise and any planned or completed flood mitigation and stormwater control actions.
- Update of the existing collection system pipe lining priority map, if available.
- Record keeping provisions for above items.
- Provide templates for future CSAP regulatory submittals.

CHA will prepare a draft CSAP based on the results above. The CSAP will include a five-year planning horizon. CHA will attend a review meeting with Town to review the CSAP and Town comments and update the CSAP accordingly.

Task 303 – Power Outage Contingency Plan Development

Items to be included in the Power Outage Contingency Plan (POCP) deliverable are:

- Program and protocols to mitigate the impacts of power outages on the collection/transmission system and pump stations.
- Bypass pump and generator inventory and staging information.
- Mutual aid agreements, if applicable.
- Determination of compliance of existing pump stations with the emergency generator requirements of 62-604.400(2)(a), FAC.

CHA will prepare a draft POCP based on the results above. The POCP will include a five-year planning horizon. CHA will attend a review meeting with Town to review the POCP and Town comments.

C. Deliverables

- a) Meeting summaries will be distributed within five (5) business day after any meeting.
- b) Electronic versions (PDF) of the draft permit renewal package and reports.
- c) Electronic versions (PDF) of the final permit renewal package and reports.

D. Schedule

The schedule for this project is presented below and will commence upon receiving a Notice to Proceed (NTP) from the Town.

Description	Start	Duration (Days)
Phase 1 – Project Administration and Meetings	NTP	90
Phase 2 – WWTP Renewal Application and RAI	NTP	90
Phase 3 – Collection System Action and Power Outage Contingency Plans	NTP	60

E. Compensation

Compensation will be a lump sum amount of **\$57,935**. Compensation for the services provided herein shall be due and payable monthly. The following table shows the cost breakdown for each Task described herein.

Phase	Lump Sum Fee
Phase 1 – Project Administration and Meeting	\$ 5,885
Phase 2 – WWTP Permit Renewal Application	\$ 30,090
Phase 3 – Collection System Action and Power Outage Contingency Plans	\$ 21,960
Total Lump Sum Fee	\$ 57,935

F. Town’s Responsibilities

The Town staff responsibilities are as follow:

- a) Provide data required to complete the tasks as requested by the Consultant.
- b) Attend progress meetings with the Consultant.
- c) Provide comments and feedback on the draft report.

G. Services Not Included

- a) Master planning
- b) Wastewater permit modifications
- c) Participation in FDEP rulemaking

H. Assumptions

The Scope of Services and compensation arrangement outlined are based on the following assumptions:

1. The Town will provide requested data within one (1) week of the receipt of the data request from the Consultant.
2. The Town will provide review comments on any interim submittals within one (1) week of receipt from the Consultant.
3. The Town will provide review comments on the permit application and draft reports within one (1) week of the receipt of the report from the Consultant.

I. Approval

OWNER
Town of Dundee

CONSULTANT
CHA Consulting, Inc.

Name:
Title:



Name: Allen Dethloff, PE
Title: Project Team Leader

DATE: _____

DATE: 10/28/2024





TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, RFP 24-11, GRAPPLE TRUCK

SUBJECT: RFP 24-11 GRAPPLE TRUCK BID

STAFF ANALYSIS: Town staff has identified a need to replace the current grapple truck in the Public Works Department for the Sanitation Division. During the budget season, a staff request was approved to purchase one new grapple truck to prevent down time and to be able to keep up with the growth in Dundee.

Staff is asking to be able to post this Request for Proposal to start the bid process so we can get a truck in a reasonable time. Some vendors are 2-6 months out on build time and delivery.

FISCAL IMPACT: None at this time

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: RFP 24-11 Cover Page and Work Scope (Parts 1 & 2)

THE TOWN OF DUNDEE, FLORIDA



INVITATION FOR BID

**FY 2024-25 SANITATION DEPARTMENT
1 – 20 Yard Grapple/Lightning Loader Truck**

IFB NUMBER: 24-11

**Bid Submission(s) are due by
_____, _____, 2024 by ____:00 P.M.**

MAIL OR DELIVER SUBMISSION TO:

Town of Dundee Attn: RFP 24-11
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Lita O'Neill
Town Clerk

Town of Dundee

loneill@townofdundee.com

(863) 438-8330, Ext 258

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IFB 24-11

FY 2024-2025 – 1 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK

Sealed Bids marked “SEALED BID – FY 2024-2025 – SANITATION DEPARTMENT – ONE (1) 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK” will be received by the Town Clerk of the Town of Dundee, Florida, until _____, _____, 2024 at ____:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for one **(1) 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for **1 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **IFB 24-11** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ GENERAL REQUIREMENTS:

the Town is seeking *bid submittals* from vendors that furnish, design, fabricate, construct, and deliver the equipment specified in this **IFB 24-11**.

It is the intent of this **IFB 24-11** to provide for the purchase of one (1) new and unused Grapple Truck.

The Town of Dundee Sanitation Department has evaluated and determined the specifications listed herein are best suited for the Town’s need for safety, quality, performance, and standardization. The specifications are not to be interpreted as restrictive, but rather as a measure of the safety, quality, and performance against which all grapple truck *bid submittals* will be compared.

Bid Submittals will be accepted for consideration on any make or model with the specifications listed. Decisions of equivalency will be at the sole discretion and interpretation of the Town of Dundee Sanitation Department. A blanket statement by a vendor that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the *bid submittal*. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the *bid submittal*, or the *bid submittal* will be deemed "nonresponsive" and rejected without further review.

▪ **SPECIFICATIONS AND OPTIONS:**

• **Safety/Warning Devices**

- Truck must be equipped with safety and warning devices on outriggers and rear and either on front or on the cab of the Truck

• **Hydraulic System**

- Claw and Boom to be hydraulically Driven
- All lines must be protected as much as possible
- All fittings and lines must be inspected and re-tightened before delivery
- Preferred site glass on hydraulic tank for operator inspections

• **Capacity of Truck/Dump Body**

- 20-yard body
- 1 solid swing gate to empty dump body
- Safety bar when performing service to dump body
- Dump Body must be equipment with Tarp
- Tarp must cover entire length of body and width
- Bucket must be able to be store inside of body not over tailgate
- Body color is Black with required D.O.T tape installed on body
- Body should be equipped with a holder for shovel and/or rake
- Holder must be located in the front of the body near the controls

• **Controls**

- Joystick Controls (2 handle controls)
- Must have labeled operations marked/Labeled
- Operations from both sides of the truck
- High/low throttle control located on control box
- PTO on/off switch must be installed in cab
- Safety device that doesn't allow operations with truck is in a drive gear

• **Lifting Boom Specifications**

- 16-20 ft boom reach
- Standard bucket
- ANSI Z245 compliant

- **Cab and Chassis Specifications**

- Cab color is white
- Cab must be equipped with AM/FM Bluetooth radio, A/C, Heat
- Cab must be a conventional Cab – **NOT A CAB OVER**
- Wheels should be steel white wheels
- Truck should be D.O.T certified and ready for operations
- Exhaust system should be routed under the truck

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on _____ for the purpose of answering any questions bidders may have in reference to the project(s).

NOTE: ANY VENDOR WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL VENDORS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID ON THE PROJECT.

On _____, _____, 2024 at ____:00 P.M., at Town Hall, 202 East Main Street, Dundee, Florida 33838, bid submission(s) will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this Invitation For Bid, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Town Clerk until 3:30 pm on _____, 2024. For more information regarding this **IFB 24-11**, please contact **Lita O’Neill, (863) 438-8330** or by e-mail at loneill@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Submission and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the submission shall be submitted in sealed envelopes/packages addressed to Lita O'Neill, Town Clerk, Town of Dundee, Florida, and marked IFB 24-11 – SANITATION DEPARTMENT – 1 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK.

The Town of Dundee welcomes your response to this **IFB 24-11**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **IFB 24-11** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **IFB 24-11**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this IFB 24-11, re-advertise IFB 24-11, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

**TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND
CONDITIONS**

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Invitation For Bid FY 2024-2025 – SANITATION DEPARTMENT – ONE (1) 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK FY No. 24-11** (the “IFB”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this IFB and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Vendor (as defined in Section 2) agree that the Vendor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Vendor/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Vendor does not transfer the records to the public agency.
 - iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, loneill@townofdundee.com, Lita O'Neill, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Vendor does not comply with a public records request, the Town shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of the Contract and/or any amendment(s) issued hereunder. This Section shall survive the termination of this Contract.

- g) It shall be understood and agreed that by the submission of a bid, the Vendor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Vendor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this IFB promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this IFB to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this IFB 24-11 and/or the CONTRACT at the TOWN's option if the VENDOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with

any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, VENDOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this IFB 24-11 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this IFB 24-11 and/or the CONTRACT permits the VENDOR to access the personal identifying information of any individual, VENDOR

agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

- g) **Human Trafficking Affidavit.** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached to the **IFB 24-11** Work Summary hereto as simultaneously with and prior to providing the services hereunder.

2) DEFINITIONS

Words used in the IFB and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this IFB shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the VENDOR, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform

municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and **VENDOR** and includes, but shall not be limited to, the Contract Documents.
- h) **VENDOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the **IFB 24-11**.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the **VENDOR's** right to proceed with the order/work by giving the **VENDOR** written notice. The defaulting **VENDOR** may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The IFB; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the IFB; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY/INDEMNIFICATION:** **VENDOR** shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the **VENDOR** performance of this Contract. Other specific references to the **VENDOR** duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this **VENDOR** indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:

- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the VENDOR to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or VENDOR until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or VENDOR.
- r) **WARRANTY:** The VENDOR shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The VENDOR shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the VENDOR shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the VENDOR that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any VENDOR as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a VENDOR will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the VENDOR responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The VENDOR may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the IFB. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The VENDOR shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The VENDOR shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the IFB.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the VENDOR expense. Each individual sample must be labeled with the VENDOR name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the VENDOR within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the IFB shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the IFB may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town

Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.

- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS/SUBMITTALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the IFB shall be received no later than the time and date set forth in the IFB. No bid shall be accepted after the specified deadline or at any location other than that specified in the IFB. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the IFB.
- c) The Town may elect to cancel or postpone the IFB at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the IFB are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the IFB and the Town concurrently provides notice of its intent to reissue the IFB, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued IFB or until the Town withdraws the reissued IFB. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.

- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the IFB. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the IFB, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the IFB.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** VENDOR may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.

- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The VENDOR shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the IFB, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the IFB shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the IFB shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the IFB.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the IFB; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one VENDOR, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The VENDOR may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited.

VENDOR is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **VENDOR shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the VENDOR results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the IFB). Additional criteria as set forth in the IFB will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the VENDOR extending the pricing, terms, and conditions of this IFB and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the VENDOR.

19) PERFORMANCE:

- a) VENDOR shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The VENDOR's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the VENDOR's right to proceed with the Contract. In the event the Town terminates the VENDOR's right to proceed, the Town shall provide the VENDOR with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting VENDOR.
- b) The Contract shall not be terminated, or the VENDOR charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the VENDOR including, but not

limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the VENDOR has no direct connections), and unusually severe weather. The VENDOR shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of VENDOR to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the VENDOR has no control, said delay in performance may be excused.

- c) The VENDOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the VENDOR shall define any warranty service and replacements that will be provided during and subsequent to this Contract. VENDOR shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the VENDOR to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the VENDOR to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this IFB, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
- i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.
 - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
 - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of

the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the VENDOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this IFB, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at 1-888-464- 4218.

CONSTRUCTION AND OTHER CLAUSES
(provisions related to construction)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the VENDOR or by any Subcontractor engaged to do a portion of the work. The VENDOR shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the VENDOR discovers any error, omission, or vagueness in the Contract Documents, the VENDOR shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the VENDOR's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not

conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the VENDOR's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the VENDOR used to submit their bid to the Town and therefore made a part of the Contract. The VENDOR shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the VENDOR, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the VENDOR, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The VENDOR shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The VENDOR shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The VENDOR and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the VENDOR.
- ii) The VENDOR shall check all invoices for accuracy and completeness when received. The VENDOR shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The VENDOR shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The VENDOR shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the VENDOR from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's VENDOR to certify that the tangible

personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the VENDOR shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the VENDOR in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the VENDOR of the VENDOR's responsibility of any actions it may take or neglect by VENDOR or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for VENDOR's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for VENDOR's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of VENDOR or any Subcontractors, or any of VENDOR's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to VENDOR, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the VENDOR; the VENDOR shall replace, at its expense, and as soon as possible, said faulty materials or work. If the VENDOR does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the VENDOR.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

- f) The Town may order the VENDOR to uncover work which has been covered without the consent of the Town. The VENDOR shall bear the expense of the extra work. The Town may order the VENDOR to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the VENDOR may charge the Town for this extra work; if the questioned work is found faulty, the VENDOR shall bear the expense of the extra work.

32) SUPERVISION:

The VENDOR shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The VENDOR may change project superintendents only if the change is approved by the Town or if the VENDOR discharges the project superintendent. If the VENDOR is not present, the Town shall be permitted to consider the project superintendent the VENDOR's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the VENDOR.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The VENDOR shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of VENDOR's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The VENDOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The VENDOR shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the VENDOR believes will involve additional work and cost, the VENDOR may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The VENDOR may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the VENDOR asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town

from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the VENDOR, or a price based on the VENDOR's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The VENDOR shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The VENDOR shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the VENDOR responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF VENDORS:

If, through acts or neglect on the part of the VENDOR, any other VENDOR or any subcontractor shall suffer loss or damage in the performance of the Contract, the VENDOR shall settle with such other, VENDOR or subcontractor by agreement or arbitration, if such other VENDOR or subcontractor will so settle. If such other VENDOR or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the VENDOR, who shall defend at VENDOR's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the VENDOR shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The VENDOR shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The VENDOR shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The VENDOR shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or

other financial institutions of payments due to VENDOR may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the VENDOR shall cooperate fully with such other VENDORS, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The VENDOR shall not commit or permit any act which will interfere with the performance of work by any other VENDOR as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The VENDOR shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the VENDOR shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The VENDOR shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the VENDOR of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the VENDOR one (1) set of the plans and specifications when the Town notifies the VENDOR to begin work. The VENDOR shall keep this set available at the project site at all times. If the VENDOR wants more than one (1) set of plans and specifications, the VENDOR may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the VENDOR, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the VENDOR to return all copies of the plans and specifications when the work is completed. The VENDOR shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the VENDOR shall, with its own resources, verify

ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the VENDOR shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The VENDOR shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The VENDOR shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the IFB, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The VENDOR shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the VENDOR's expense by independent laboratories and agencies approved by the Town.

- b) The VENDOR shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The VENDOR shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The VENDOR shall protect and save from damage all public and private property adjacent to the project site. The VENDOR shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the VENDOR under this provision.

48) PROTECTION OF MONUMENTS:

The VENDOR shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the VENDOR shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the VENDOR. If the VENDOR damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the VENDOR's expense and withhold the cost from money otherwise due the VENDOR from the Town.

49) USE OF PREMISES:

The VENDOR shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the VENDOR fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the Town may grant, the Town may terminate the VENDOR's right to proceed with the work by providing written notice to the VENDOR.
- b) If the Town terminates the VENDOR's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the VENDOR and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by VENDOR shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the VENDOR's rights to proceed, the VENDOR shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the VENDOR and

its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the **VENDOR** to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the **VENDOR**. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The **VENDOR** shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the **VENDOR**. The **VENDOR** shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by **FEDERAL LABOR STANDARD PROVISIONS** (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the **VENDOR** to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the **VENDOR** shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the **VENDOR**.
- b) The **VENDOR** shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the

VENDOR by registered or certified mail, return receipt requested, directed to the VENDOR's last known address.

- c) If the VENDOR does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) VENDOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The VENDOR shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The VENDOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the VENDOR shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the VENDOR shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: "Statutory"

- (ii) Part Two: \$500,000.00 Each Accident
 \$500,000.00 Disease-Policy Limit
 \$500,000.00 Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 General Aggregate
- (ii) \$1,000,000.00 Products/Completed Operations Aggregate
- (iii) \$1,000,000.00 Personal and Advertising Injury
- (iv) \$1,000,000.00 Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements,

including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the VENDOR shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the VENDOR and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the VENDOR and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the VENDOR shall

apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the VENDOR to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The VENDOR shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.

- ii) The insurance provided by the VENDOR shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the VENDOR or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the VENDOR and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the VENDOR) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the VENDOR shall relieve the VENDOR from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The VENDOR shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the VENDOR including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the VENDOR to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
 - i) Any omission, default, or negligent act of the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);

- ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under VENDOR's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or any of the VENDOR's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) VENDOR shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of VENDOR (specifically including, but not limited to, VENDOR's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or VENDOR's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. VENDOR also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
 - e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by

VENDOR from the Town that such amount is due, be made by VENDOR prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the VENDOR shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.

- f) Additionally, if VENDOR, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, VENDOR shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from VENDOR.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The VENDOR shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by VENDOR for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, VENDOR shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the VENDOR.
- j) The VENDOR and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the VENDOR or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VENDOR or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the VENDOR or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the VENDOR of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything

done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.

- 1) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the VENDOR will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the VENDOR fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The VENDOR shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:

- i) Minimum rating of “A-” or better;
 - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
 - c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
 - d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
 - e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and **VENDOR** no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The **VENDOR** shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its

entirety. The VENDOR shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

- b) Neither the final payment nor any provision in the Contract Documents shall relieve the VENDOR of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the VENDOR shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the VENDOR of such written notice, the VENDOR shall immediately investigate any and all claimed defects. Should the VENDOR feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the VENDOR within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the VENDOR shall notify the Town, in writing, of correction in defects. The VENDOR shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the VENDOR, in duplicate, on its business letterhead, addressed to both the VENDOR and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the VENDOR to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and VENDOR.
- b) The contract between the Town and VENDOR shall be negotiated, approved, and executed by the Town and VENDOR no later than 30 calendar days following the date on which the Town awards the contract and/or project to the VENDOR.
- c) The VENDOR cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the IFB and re-advertise the IFB.

62) CONSTRUCTION SCHEDULE:

- a) The VENDOR shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The VENDOR shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The VENDOR's receipt of an approved construction schedule does not authorize the VENDOR to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the VENDOR to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the VENDOR shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The VENDOR shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the VENDOR shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The VENDOR's duty to clear the project site prior to final inspection does not relieve the VENDOR of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2024-2025 – 1 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK”

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for one **(1) 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the *Bid Submission*, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for **1 20-YARD GRAPPLE/LIGHTNING LOADER TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **IFB 24-11** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ **GENERAL REQUIREMENTS:**

the Town is seeking *bid submittals* from vendors that furnish, design, fabricate, construct, and deliver the equipment specified in this **IFB 24-11**.

It is the intent of this **IFB 24-11** to provide for the purchase of one (1) new and unused Grapple Truck.

The Town of Dundee Sanitation Department has evaluated and determined the specifications listed herein are best suited for the Town’s need for safety, quality, performance, and standardization. The specifications are not to be interpreted as restrictive, but rather as a measure of the safety, quality, and performance against which all grapple truck *bid submittals* will be compared.

Bid Submittals will be accepted for consideration on any make or model with the specifications listed. Decisions of equivalency will be at the sole discretion and interpretation of the Town of Dundee Sanitation Department. A blanket statement by a vendor that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the *bid submittal*. All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the *bid submittal*, or the *bid submittal* will be deemed "nonresponsive" and rejected without further review.

▪ **SPECIFICATIONS AND OPTIONS:**

• **Safety/Warning Devices**

- Truck must be equipped with safety and warning devices on outriggers and rear and either on front or on the cab of the Truck

• **Hydraulic System**

- Claw and Boom to be hydraulically Driven
- All lines must be protected as much as possible
- All fittings and lines must be inspected and re-tightened before delivery
- Preferred site glass on hydraulic tank for operator inspections

• **Capacity of Truck/Dump Body**

- 20-yard body
- 1 solid swing gate to empty dump body
- Safety bar when performing service to dump body
- Dump Body must be equipped with Tarp
- Tarp must cover entire length of body and width
- Bucket must be able to be store inside of body not over tailgate
- Body color is Black with required D.O.T tape installed on body
- Body should be equipped with a holder for shovel and/or rake
- Holder must be located in the front of the body near the controls

• **Controls**

- Joystick Controls (2 handle controls)
- Must have labeled operations marked/Labeled
- Operations from both sides of the truck
- High/low throttle control located on control box
- PTO on/off switch must be installed in cab
- Safety device that doesn't allow operations with truck is in a drive gear

• **Lifting Boom Specifications**

- 16-20 ft boom reach
- Standard bucket

- ANSI Z245 compliant
- **Cab and Chassis Specifications**
 - Cab color is white
 - Cab must be equipped with AM/FM Bluetooth radio, A/C, Heat
 - Cab must be a conventional Cab – **NOT A CAB OVER**
 - Wheels should be steel white wheels
 - Truck should be D.O.T certified and ready for operations
 - Exhaust system should be routed under the truck

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications set forth by this **IFB 24-11**, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

3.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

3.2 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.3 WARRANTIES

- A. Except as otherwise provided in this **IFB 24-11**, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, three (3) calendar years from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID SUBMISSION FORM

FY 2024-25 Sanitation Department Purchase of 1- 20yard Grapple/Lighting Loader Truck

RETURN DATE: _____

RETURN TO: Office of the Town Clerk
Attn: IFB 24-11
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT A
IFB 24-11



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Vendor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]:

Executed this ____ day of _____, 2024.

By: _____
 Name: _____
 Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

 Notary Public Signature
 Print Notary Name: _____
 My commission expires: _____



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, PURCHASE OF GARBAGE CARTS
SUBJECT:	Restocking the Inventory of Garbage Carts for the Sanitation Department
STAFF ANALYSIS:	Due to the increase in the number of new homes being constructed within Town limits, the Sanitation Department is requesting the purchase of 144 new garbage carts from Cascade Cart Solutions to restock the inventory. 72 carts are regular and 72 carts are recycling carts. The purchase was budgeted for FY 24-25. Three quotes have been obtained, and the quote from Cascade Cart Solutions is the lowest quote.
FISCAL IMPACT:	\$10,145.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Price Quote Sheet

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 10/30/2024

DEPARTMENT: Sanitation Department

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: 144 CARTS 72 - Regular and 72 - Recycling

Vendor Selected:

VENDOR #1

COMPANY NAME: Toter Carts
CONTACT NUMBER: 800-424-0422 NAME OF REPRESENTATIVE: Brittany (Emailed)
PRICE: \$11350.00 SHIPPING: \$2,964.95
COMMENTS: 144 CARTS 72 - Regular and 72 - Recycling (\$14,314.95 total)

Vendor Selected:

VENDOR #2

COMPANY NAME: Cascade Cart Solutions
CONTACT NUMBER: 540-623-0511 NAME OF REPRESENTATIVE: Cliff (Emailed)
PRICE: \$6,555.42 SHIPPING: \$3,590.00
COMMENTS: 144 CARTS 72 - Regular and 72 - Recycling (\$10,145.42 total)

Vendor Selected:

VENDOR #3

COMPANY NAME: Rehrg Pacific Company
CONTACT NUMBER: 386-265-8078 NAME OF REPRESENTATIVE: Rodrigo (emailed)
PRICE: \$20,500.00 SHIPPING: \$598.00
COMMENTS: 180 - Regular + 180 - Recycling (\$21,098.00 total)

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathan Uno DATE: 10/30/24
manager

FINANCE DIRECTOR APPROVAL: Genina Bell DATE: 10/31/24

TOWN MANAGER APPROVAL: [Signature] DATE:

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10328047

Item 9.

Sell To:

Contact Name	Johnathon Vice	Ship To Name	Town of Dundee
Bill To Name	Town of Dundee	Ship To	1500 Race Rd
Bill To	PO Box 1000		Dundee, FL 33838
	Dundee, FL 33838-1000		USA
	USA	Quick Ship	<input type="checkbox"/>
Email	jvice@townofdundee.com		
Phone	8635146636		

Quote Information

Salesperson	Brittany Taylor	Expiration Date	11/8/2024
Salesperson Email	btaylor@wastequip.com	Quote Number	WQ-10328047
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (940) Green ---Lid Color - (940) Green ---Body Hot Stamp on Both Sides (New) in (Not provided) ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	200.00	\$56.75	\$11,350.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$11,350.00
Shipping Terms	FOB Origin	Shipping	\$2,964.95
		Tax	\$0.00
		Grand Total	\$14,314.95

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.



CASCADe
cart solutions
a cascade engineering company

PROPOSAL

October 24, 2024

QUOTE PREPARED FOR

Johnathan Vice
Town of Dundee
1500 Race St
Dundee, FL 33838

SHIP TO

1500 Race St.
Dundee FL 33838

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
96-Gallon Trash Cart (90337-9stkmm) CART 96 GRN/No LOGO/NM	72	\$52.46	\$3,777.12
35 Gallon Recycle Cart (354099-7stk) Cart 35 GRN/YLW LID	70	\$39.69	\$2,778.30
Subtotal			\$6,555.42
Sales Tax (if applicable on Product)			\$0.00
Freight		1	\$3,590.00
Sales Tax (if applicable on Freight)			\$0.00
Total			\$10,145.42

DETAILS

Freight: \$3590
Wheel Size: 10" >
Lead time: 5 weeks
Payment Terms: NET45
Warranty: 10 year Non-Prorated
Quote Valid Until: 11/30/24

All applicable taxes to be paid by buyer unless tax exemption certificate is provided.

PRESENTED BY

Cliff Conway - Sales Account Specialist
Cascade Engineering, Inc.
4950 37th Street SE
Grand Rapids, MI 49512
(540)-623-0511 (cell)
(616) 975-4902 (fax)
cliff.conway@cascadeng.com
Please return acceptance to email above.

ACCEPTED BY

Sign Name	Date
Print Name & Title	Phone



Locations:
 1000 Raco Court, Lawrenceville, GA 30046 8875 Commerce Dr, DeSoto, KS 66018
 625 West Mockingbird Lane, Dallas, TX 75247 7800 100th St, Pleasant Prairie, WI 53158
 1738 W. 20th St, Erie, PA 16502 4010 East 26th St, Los Angeles, CA 90058
 7452 Presidents Dr, Orlando, FL 32809

Item 9.
 Proposal

Proposal #: Dundee 10_31_2024

October 31, 2024

Bill-to:	Ship-to:
Town of Dundee 1500 Race road Dundee, FL 33838	Town of Dundee 1500 Race road Dundee, FL 33838
Billing Contact:	Shipping Details:

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Kelly Green Lid Color Requested: Kelly Green Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: Lid Brand: Body Brand: BRAND TBD No Brand	180	\$55.00	\$ 9,900.00
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Kelly Green Lid Color Requested: Yellow Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: Lid Brand: Body Brand: BRAND TBD No Brand	180	\$55.00	\$ 9,900.00
Options: One time brand plate fee (95G & 65G Body Brand)	1	\$700.00	\$ 700.00

Is Product Taxable? No	Subtotal = \$20,500.00
Is Freight taxable? No	Tax on Product = \$0.00
Tax Rate: 7.00%	Freight Rate = \$598.00
Terms: Cash, Check, Credit Card (Visa or MC) Up Front ***	Tax on Freight = \$0.00
Pending Credit App for Terms and Tax Exemption form	Total = \$21,098.00

ADDITIONAL INFORMATION:
Ship From: Orlando, FL facility
Leadtime: 2-3 weeks or sooner upon receipt of payment
Warranty: 10 year unprorated warranty
Quote Valid: 30 Days
Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.
 *** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:	ACCEPTED BY:
Rodrigo Bernal Territory Sales Manager Direct: 386-265-8078 Email: rbernal@rehrig.com	
Janis Timms Environmental Account Specialist Direct: 469-989-7796 Email: jtimms@rehrig.com	
	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via email to Presented By representative or CSR.

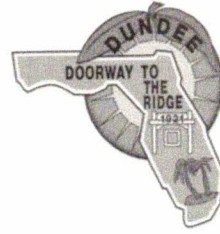


TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, GPS TRACKING UNITS FOR FLEET
SUBJECT:	Review of GPS Contract for Town-owned Fleet
STAFF ANALYSIS:	Town of Dundee staff have reviewed the current GPS contract for the Town-owned fleet and saw the need to request new bids to provide a better cost to the Town. Public Works staff has received three prices from Samsara, Michelin Connected Fleet, and Faster. Out of the three vendors, Samsara was the lowest quote and was able to meet all of the Town's needs. Staff is requesting that we use Samsara instead of renewing the contract with Michelin Connected due to the better pricing and customer service.
FISCAL IMPACT:	\$8,185.00
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Price Quote Sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 11/4/2024

DEPARTMENT: TOWN OF DUNDEE

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #1

COMPANY NAME: Samsara

CONTACT NUMBER: 505-770-4409 NAME OF REPRESENTATIVE: Kyle (Emailed)

PRICE: \$8,185.00 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #2

COMPANY NAME: Faster Asset Solutions

CONTACT NUMBER: 757-623-1700 NAME OF REPRESENTATIVE: John (emailed)

PRICE: \$10,919.94 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #3

COMPANY NAME: Michelin Connected Fleet

CONTACT NUMBER: 800-480-7090 NAME OF REPRESENTATIVE: Katrina (Emailed)

PRICE: \$10,754.40 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathan Uno* DATE: 11/4/2024

FINANCE DIRECTOR APPROVAL: *Genica Bell* DATE: 11/4/24

TOWN MANAGER APPROVAL: *[Signature]* DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



MICHELIN CONNECTED FLEET

Item 10.

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 800 480 7090, +1 206 734 3212
 London: +44 330 808 0031
 Singapore: +65 3158 7626
 Australia: +61 280 155 732

From:	Johnathon Vice
Envelope Subject:	<input type="checkbox"/> Welcome to MICHELIN Connected Fleet - your contract is ready for signature
Attachments to Fax:	
Envelope ID:	28bd4d04-0723-4537-8c28-30c8160db21c
Sender Account Name:	Masternaut Limited
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

Note:
 Fax transmissions take approximately one minute per page faxed.
 This page may only be used once. If you would like to fax again, you must print a new cover page.

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MICHELIN Connected Fleet Telematics Order Form



Item 10.

Contracting Company:	City of Dundee
Address:	202 Main Street
City:	Dundee
State:	Florida
Country:	United States
ZIP / Postal Code:	33838
Main Telephone:	
Federal EIN/TIN:	
State Taxation ID:	
MICHELIN Connected Fleet Representative:	Katrina Pope
PO Required?:	
PO Number:	
Contract Number:	A-006bI000009USwBQAW
No of Telematic Solutions:	31
Contract Term	36

Order Date : 10/31/2024

<https://connectedfleet.michelin.com/>

mcfna.orders@michelin.com

The following has been prepared for **Johnathon Vice**, of **City of Dundee**.
Please be advised all fees and charges below are stated in **USD**.

Payment Profile

Your first payment of **896.20 USD**, equivalent to the first **1 months** of Equipment rental and Telematic Services subscription, plus upfront fees as listed below will be due on **12/01/2024**.
Followed by **Monthly** payments of **896.20 USD**.
The Contract Term will be **36 months** commencing on **12/01/2024**.

MICHELIN Connected Fleet Telematics Order Form



Item 10.

Telematics Services

Quantity	Line Item
11	Connected Fleet Premium
28	Technical Validation
5	Fleet Defender - AI Camera
20	Connected Fleet PREMIUM M210

Monthly Service Fee : 896.20

Equipment

Quantity	Line Item
8	MCF3640
3	MCF2630
20	M210

Equipment Total
One Off : 0.00

Install

Quantity	Line Item
11	Installation, Training & Customer Service

Install Total
0.00

Key Order Terms

Please see below order terms and conditions as of: **10/31/2024**

Payment Terms and Duration:

The initial payment for the Equipment rental, Telematics Services, installation or activation and Professional Services is due at the commencement date of the Contract Term. The Monthly Service Fees (for the Equipment rental and provision of the Telematics Services) are due and payable thereafter monthly in advance. The Contract Term commences on the date mentioned above in this Order.

Payment for any other items ordered is due and payable within 25 days of the invoicing date.

MICHELIN Connected Fleet will invoice the Customer for all items ordered pursuant to this Order and may take payments either by direct debit or credit card to which the Customer consents. The Monthly Service Fee may be increased if there due to various and specific federal, state, provincial, and/or local taxes or surcharges and annually in accordance with MICHELIN Connected Fleet's Terms of Trade.

All pricing information on this Order excludes VAT to be added at the prevailing rate. This Contract comprising this Order and MICHELIN Connected Fleet's Terms of Trade will continue after expiry of the Contract Term at the Monthly Service Fee stated above unless terminated in accordance with the provisions of MICHELIN Connected Fleet's Terms of Trade.

Delivery, Installation and Warranty:

The Equipment is provided to the Customer on a rental basis only and no ownership of title shall pass from MICHELIN Connected Fleet to the Customer under this Contract. The Customer is responsible for keeping the Equipment in good condition and for de-fitting and returning them back to MICHELIN Connected Fleet on termination of this Contract. MICHELIN Connected Fleet will aim to dispatch the ordered Equipment to the locations confirmed by the Customer within 10 Working Days of confirmation of the delivery address(es) in accordance with MICHELIN Connected Fleet's Terms of Trade or, if the Customer does not provide such confirmation within a reasonable period, to the address submitted with the Order within a reasonable period. This delivery time is solely for guidance. It is not an undertaking and cannot give rise to damages in the event of a dispute.

Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer. It is the Customer's sole responsibility to arrange the installation of the Equipment in its vehicles.

Upon receipt of all requested information and a request from the Customer MICHELIN Connected Fleet will install and activate the Equipment in accordance with MICHELIN Connected Fleet's Terms of Trade. MICHELIN Connected Fleet provides a full term warranty for the Equipment, subject to MICHELIN Connected Fleet's Terms of Trade.

MICHELIN Connected Fleet Telematics Order Form



Item 10.

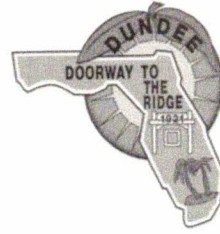
Agreement

This Order constitutes an offer to MICHELIN Connected Fleet, which shall form a binding contract between the Customer and MICHELIN Connected Fleet if accepted. It incorporates MICHELIN Connected Fleet's Terms of Trade and any schedules or other annexes thereto current at the date of signing this Order. MICHELIN Connected Fleet's Terms of Trade are accessible at <https://mcf.michelin.in/3A9x5kE> or can be obtained from a MICHELIN Connected Fleet sales representative. The Customer acknowledges and confirms that it has read, understood and accepted MICHELIN Connected Fleet's Terms of Trade and the signatory is legally permitted to sign on behalf of the Customer by its signature below. The Standard Rates are accessible at <https://connectedfleet.michelin.com/hubfs/Standard%20Charges%20for%20In%20Life%20Service.pdf>. They are subject to modification by MICHELIN Connected Fleet from time to time.

Customer	
Name	Johnathon Vice
Title	
Signature	
Date (mm/dd/yyyy)	

Accepted on Behalf of MICHELIN Connected Fleet by	
Name	
Title	
Signature	
Date (mm/dd/yyyy)	

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 11/4/2024

DEPARTMENT: TOWN OF DUNDEE

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #1

COMPANY NAME: Samsara

CONTACT NUMBER: 505-770-4409 NAME OF REPRESENTATIVE: Kyle (Emailed)

PRICE: \$8,185.00 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #2

COMPANY NAME: Faster Asset Solutions

CONTACT NUMBER: 757-623-1700 NAME OF REPRESENTATIVE: John (emailed)

PRICE: \$10,919.94 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #3

COMPANY NAME: Michelin Connected Fleet

CONTACT NUMBER: 800-480-7090 NAME OF REPRESENTATIVE: Katrina (Emailed)

PRICE: \$10,754.40 SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathan Uno*

DATE: 11/4/2024

FINANCE DIRECTOR APPROVAL: *Genka Bell*

DATE: 11/4/24

TOWN MANAGER APPROVAL: *[Signature]*

DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



MICHELIN CONNECTED FLEET

Item 10.

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
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U.S. and Canada: +1 800 480 7090, +1 206 734 3212
 London: +44 330 808 0031
 Singapore: +65 3158 7626
 Australia: +61 280 155 732

From:	Johnathon Vice
Envelope Subject:	<input type="checkbox"/> Welcome to MICHELIN Connected Fleet - your contract is ready for signature
Attachments to Fax:	
Envelope ID:	28bd4d04-0723-4537-8c28-30c8160db21c
Sender Account Name:	Masternaut Limited
Number of Pages: (Including cover page)	_____

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 This page may only be used once. If you would like to fax again, you must print a new cover page.

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MICHELIN Connected Fleet Telematics Order Form



Item 10.

Contracting Company:	City of Dundee
Address:	202 Main Street
City:	Dundee
State:	Florida
Country:	United States
ZIP / Postal Code:	33838
Main Telephone:	
Federal EIN/TIN:	
State Taxation ID:	
MICHELIN Connected Fleet Representative:	Katrina Pope
PO Required?:	
PO Number:	
Contract Number:	A-006bI000009USwBQAW
No of Telematic Solutions:	31
Contract Term	36

Order Date : 10/31/2024

<https://connectedfleet.michelin.com/>

mcfna.orders@michelin.com

The following has been prepared for **Johnathon Vice**, of **City of Dundee**.
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MICHELIN Connected Fleet Telematics Order Form



Item 10.

Telematics Services

Quantity	Line Item
11	Connected Fleet Premium
28	Technical Validation
5	Fleet Defender - AI Camera
20	Connected Fleet PREMIUM M210

Monthly Service Fee : 896.20

Equipment

Quantity	Line Item
8	MCF3640
3	MCF2630
20	M210

Equipment Total
One Off : 0.00

Install

Quantity	Line Item
11	Installation, Training & Customer Service

Install Total
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Key Order Terms

Please see below order terms and conditions as of: **10/31/2024**

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Payment for any other items ordered is due and payable within 25 days of the invoicing date.

MICHELIN Connected Fleet will invoice the Customer for all items ordered pursuant to this Order and may take payments either by direct debit or credit card to which the Customer consents. The Monthly Service Fee may be increased if there due to various and specific federal, state, provincial, and/or local taxes or surcharges and annually in accordance with MICHELIN Connected Fleet's Terms of Trade.

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MICHELIN Connected Fleet Telematics Order Form



Item 10.

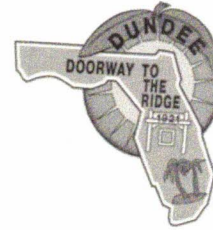
Agreement

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Customer	
Name	Johnathon Vice
Title	
Signature	
Date (mm/dd/yyyy)	

Accepted on Behalf of MICHELIN Connected Fleet by	
Name	
Title	
Signature	
Date (mm/dd/yyyy)	

TOWN OF DUNDEE PRICE QUOTE SHEET



DATE: 11/4/2024

DEPARTMENT: TOWN OF DUNDEE

NAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: GPS tracking software, Dash Cams for Fleet

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NAME OF REPRESENTATIVE: Kyle (Emailed)

PRICE: \$8,185.00

SHIPPING: included in price

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Vendor Selected:

VENDOR #2

COMPANY NAME: Faster Asset Solutions

CONTACT NUMBER: 757-623-1700

NAME OF REPRESENTATIVE: John (emailed)

PRICE: \$10,919.94

SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

Vendor Selected:

VENDOR #3

COMPANY NAME: Michelin Connected Fleet

CONTACT NUMBER: 800-480-7090

NAME OF REPRESENTATIVE: Katrina (Emailed)

PRICE: \$10,754.40

SHIPPING: included in price

COMMENTS: GPS tracking software, Dash Cams for Fleet

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathan Uno*

DATE: 11/4/2024

FINANCE ^{manager} DIRECTOR APPROVAL: *Quynh Bell*

DATE: 11/4/24

TOWN MANAGER APPROVAL: *JW*

DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Johnathon Vice

Town of Dundee, FL

Quote #: 2752

Quote Date: Sep 24, 2024

Quote Expires: Dec 31, 2024

FASTER Asset Solutions Quote and Proposal



Johnathon Vice

Director-Public Works

Town of Dundee, FL

FASTER Asset Solutions is pleased to submit our proposal, Town of Dundee, FL-Telematics.

FASTER has been in business since 1982 and provides Fleet Management Information Solutions (FMIS) to cities, counties, states, universities, airports, transits, public utilities, and private companies. FASTER is the single largest FMIS provider to city and municipal fleets in North America.

FASTER is an Industry Leader for 3 key, strategic reasons:

FASTER has the Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as FASTER. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

FASTER Invests in the Long-Term:

For more than 40 years FASTER has continuously improved FASTER solutions across three generations of technology. FASTER Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, FASTER issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

FASTER is Product and Service Focused:

Likely the most important distinction of FASTER is the strategy of continually reinvesting in FASTER products, solutions, and staff. This has created a justifiable reputation within the FASTER Client base, Strategic Partners and beyond that FASTER has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

Best Regards,

John Griffin

FASTER Asset Solutions

Enterprise Sales Manager

Direct 757.623.1700 ext 3034

Mobile: 205.515.2167

John.G@fasterasset.com

John Griffin

john.g@fasterasset.com



Item 10.
Quote

FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Prepared for Town of Dundee, FL
Johnathon Vice
FL
United States

T: 863-514-6636
E: jvice@townofdundee.com

Quote #	2752
Date	Sep 24, 2024
Expires	Dec 31, 2024
Contact	John Griffin

ACCEPT QUOTE

Town of Dundee, FL-Telematics

Telematics

Annual Fees

Category	Item	Qty
TELEMATICS / Samsara	<p>Samsara License for Asset Gateways</p> <p>Samsara's fleet tracking solution includes hardware accessories and a per gateway license. Gateway licenses provide all ongoing elements of the service, including:</p> <ul style="list-style-type: none"> - Real-time location and vehicle telematics - Dashboard access with unlimited administrator accounts - Driver App for iOS and Android devices with unlimited driver accounts - Over-the-air software feature upgrades - API access as it relates to features for integration with 3rd party systems - Maintenance and phone support <p>Samsara (Code: TELSAM)</p>	25
TELEMATICS / Samsara License	<p>SAMSARA License for Front-Facing AI Dash Cam</p> <p>Samsara's camera solution includes hardware accessories and a per camera license. Camera licenses provide all ongoing elements of the service, including:</p> <ul style="list-style-type: none"> ● 1080p front-facing, 720p driver-facing resolution with 30 FPS capture ● 121° front-facing, 177° driver-facing field of view ● Built-in speaker for driver coaching ● AI to analyze driver behavior and road conditions in real-time ● Pairs with the Vehicle Gateway to automatically upload footage to the Samsara Connected Operations Cloud <p>Samsara (Code: TELSAM)</p>	6

Please contact us if you have any questions.

**Total Annual Support
And Maintenance** **\$10,919.94 USD**

ACCEPT QUOTE

Cost Breakdown

Category	Annual Fees
TELEMATICS / Samsara	\$8,424.00
TELEMATICS / Samsara License	\$2,495.94
Total	\$10,919.94 USD



- All sales subject to a [FASTER Asset MSA](#) or similar agreement.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 25% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
 - One Time Fees:
 - 30% Due at Purchase Confirmation
 - 30% Due upon completion of kickoff call and environment established
 - Kick off call is completed with the client, software environment installation and setup, initial group of logins are delivered to client
 - 20% Due at System Overview
 - Access to client resources for system operation provided, software use training session delivered.
 - 20% Due at Delivery of Converted Data and GO LIVE of software package

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** **DISCUSSION & ACTION, RENTAL RATES FOR DUNDEE COMMUNITY CENTER**
- SUBJECT:** Rental Rate Update for the Renovated Dundee Community Center
- STAFF ANALYSIS:** The recently renovated Dundee Community Center is a great facility, and Town Staff is requesting that the Town Commission consider revising the rental rates.
- FISCAL IMPACT:** None at this time
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Town of Dundee Community Center Rental Application
Summary Chart and PowerPoint Slides with Local Rate Comparisons

DUNDEE COMMUNITY CENTER RENTAL RATES

NOVEMBER 12, 2024

NO ALCOHOL OPTION

	Haines City Community Center Room A (240/150)		Haines City Community Center Room B (300/150)		Lake Alfred Mackay Gardens Lakeside Preserve (150 with outside seating)	Auburndale Civic Center (250 maximum capacity, banquet style)
Deposit (No Alcohol)	1000.00		1000.00		500.00	600.00
Resident Rental Rate	720.00		840.00		800.00	600.00
Non-Resident Rate	960.00		1080.00		800.00	600.00
Table/Chair Rental	No fee		No fee		214.00 (100 chairs + 20 tables)	No fee
Attendant Fee	No fee		No fee		No fee	No fee
Tax	50.40	67.20	58.80	75.60	56.00	42.00
TOTAL	1770.40 Resident	2027.20 non-resident	1898.80 resident	2155.60 non-resident	1570.00 resident/non-resident	1242.00 resident/non-resident

ALCOHOL OPTION

Item 11.

	Haines City Community Center Room A (240/150)		Haines City Community Center Room B (300/150)		Lake Alfred Mackay Gardens Lakeside Preserve	Auburndale Civic Center (250 maximum capacity)
Deposit (Alcohol)	1500.00		1500.00		500.00	600.00
Resident Rental Rate	720.00		840.00		800.00	600.00
Non-Resident Rate	960.00		1080.00		800.00	600.00
Table/Chair Rental	No fee		No fee		214.00 (100 chairs + 20 tables)	No fee
Attendant Fee	No fee		No fee		No fee	30.00 per hr x 4hr minimum
Tax	50.40	67.20	58.80	75.60	56.00	42.00
TOTAL	2270.40 resident	2527.20 non-resident	2398.80 resident	2655.60 non-resident	1570.00 resident/non-resident	1362.00 resident/non-resident

TO ALL OF THESE, ADD \$45.00 per hour for a minimum of 4 hours for LAW ENFORCEMENT

DUNDEE COMMUNITY CENTER SUMMARY

Item 11.

	DCC (466/233) Current NO ALCOHOL		DCC (466/233) Proposed NO ALCOHOL		DCC (466/233) Current ALCOHOL		DCC (466/233) Proposed ALCOHOL	
Deposit (Reimbursed)	200.00		500.00		500.00		1000.00	
Resident Rental Rate	200.00		400.00		200.00		400.00	
Non-Resident Rate	250.00		500.00		250.00		500.00	
Table/Chair Rental	No Fee		No Fee		No Fee		No Fee	
Attendant Fee	15.00 6-hr minimum		30.00 6-hr minimum		15.00 6-hr minimum		30.00 6-hr minimum	
Tax	14.00	17.50	28.00	35.00	14.00	17.50	28.00	35.00
TOTAL	504.00 resident	557.50 non-resident	1108.00 resident	1215.00 non-resident	804.00 resident	857.50 non-resident	1608.00 resident	1715.00 non-resident
FINAL COST	304.00	357.50	608.00	715.00	304.00	357.50	608.00	715.00
PLUS, Law Enforcement	NA	NA	NA	NA	\$45.00 per hr	\$45.00 per hr	\$45.00 per hr	\$45.00 per hr

COMPARISON CHART – NO ALCOHOL EVENTS

Item 11.

	Rates			
	Residents	OTD Cost	Non-Residents	OTD Cost
DCC Current	504.00	304.00	557.50	357.50
DCC Proposed	1108.00	608.00	1215.00	715.00
Haines City Room A	1770.40	770.40	2027.20	1027.20
Haines City Room B	1898.80	898.80	2655.60	1155.60
Lake Alfred	1570.00	1070.00	1570.00	1070.00
Auburndale	1242.00	642.00	1242.00	642.00

COMPARISON CHART –ALCOHOL EVENTS

	Rates			
	Residents	OTD Cost	Non-Residents	OTD Cost
DCC Current	1108.00	304.00	1215.00	357.50
DCC Proposed	1608.00	608.00	1715.00	715.00
Haines City Room A	2270.40	770.40	2527.20	1027.20
Haines City Room B	2398.80	898.80	2655.60	1155.60
Lake Alfred	1570.00	1070.00	1570.00	1070.00
Auburndale	1362.00	762.00	1362.00	762.00

TO ALL OF THESE, ADD \$45.00 per hour for a minimum of 4 hours for LAW ENFORCEMENT



Town of Dundee

Item 11.

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

Reservations for the Dundee Community Center are taken at Town Hall, between the office hours of 8 AM – 4 PM, Monday through Friday.

COMMUNITY CENTER RENTAL APPLICATION

Renters Name: _____
 Rental Date: _____
 Guest Arrival Time: _____
(THIS IS THE TIME YOUR EVENT BEGINS)
 Phone Number: _____
 Name of Person Picking up the Key: _____

FACILITY	OCCUPANCY	IN-TOWN	OUT-OF-TOWN
Community Center <small>(INCLUDES ALL AMENITIES)</small>	466/233* <small>*without tables & chairs/with tables & chairs</small>	\$200	\$250
<u>DAMAGE DEPOSIT</u> <u>WITHOUT ALCOHOL</u>	<u>DAMAGE DEPOSIT</u> <u>WITH ALCOHOL</u>	<u>ATTENDANT FEE</u> <u>FOR ALL EVENTS</u>	
\$200	\$500	\$15/HR	
No Alcohol Permits Issued to Events Celebrating Minors			

	DATE PAID/REF #
<i>Rental fee & Tax must be paid in full at the same time.</i>	
DEPOSIT:	\$ _____ / _____
DECORATION RENTAL FEE:	\$ _____ / _____
DECORATION TAX:	\$ _____ / _____
RENTAL FEE:	\$ _____ / _____
TAX:	\$ _____ / _____
TOWN ATTENDANT FEE: # of hours _____ @ \$15/HR:	\$ _____ / _____
TOTAL FEE DUE TO DUNDEE:	\$ _____
POLK COUNTY SHERIFF FEE: # of hours _____ @ \$34/HR: \$ _____ <i>Approved and signed Sheriff's Office paperwork must be provided before key will be given out.</i>	

415 - RENTAL 412 - SALES TAX 416 - ATTENDANT 410 - DEPOSIT
 PAYMENT VALIDATION - FOR OFFICE USE ONLY



Town of Dundee

Item 11.

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

FACILITY USE AGREEMENT

Please type or legibly print in ink:

APPLICANT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DRIVERS LICENSE #: _____ STATE: _____ DOB: _____

(APPLICATION MUST BE ACCOMPANIED BY A DRIVERS LICENSE OR U.S. GOVERNMENT IDENTIFICATION)

NAME/DESCRIPTION OF EVENT: _____

LIST ACTIVITIES & EQUIPMENT (Amusement rides, animal rides, concessions, etc.): _____

TAX CERTIFICATE #: _____ NON-PROFIT: Yes/No EST. #: _____ People: _____ Vehicles: _____

WILL DONATIONS BE REQUESTED OF ATTENDEES? Yes/No AMOUNT REQUESTED: \$ _____

WILL FOOD, GOODS or SERVICES BE SOLD? Yes/No (If yes, attach itemized cost of goods, services & vendors names, addresses & phone numbers) _____

HOW WILL EVENT BE ADVERTISED/PROMOTED UPON APPROVAL? _____

(NOTE: No promotions are to be initiated until signed agreement is approved)

Signature: _____ Date: _____

HOLD HARMLESS/INSURANCE AGREEMENT

NOTE: The Town of Dundee Main Street Center offers the use of the Center's tables and chairs to all renters to use AT THEIR OWN RISK. The above renter assumes the liability for using these Town items.
(Some events may require insurance)

Applicant agrees to and will at all time, indemnify, save and hold harmless the Town of Dundee, a Florida municipal corporation (Town), its officers, agents, and employees from all liability, claims, demands, damages and cost of every kind and nature; including attorneys' fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss of use thereof, resulting from or in manner arising out of or in connection with activities or use of the mentioned facilities on this contract arising out of its relationship with Town, excepting only liability resulting from the negligence of the Town. The Applicant will, upon request from the Town, defend and satisfy any and all suits arising from its use of the premises. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or the limits of liability set forth in Sec. 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, or otherwise.

Applicant will, at own expense, keep in force during the term of this agreement, insurance from an insurance company licensed in the State of Florida and rated "A, Class VIII", or better, by A.M. Best. Required insurance will be evidenced by a certificate of insurance including: Comprehensive Liability insurance with a minimum limit of one million dollars per occurrence combined single limit to include: Premises Personal Liability Injury, Operations. The TOWN OF DUNDEE MUST be listed as additional insured party.

Applicant Signature: _____ Date: _____

Board of Director Authorization Signature: _____ Date: _____
(IF APPLICANT IS SIGNING ON BEHALF OF A CORPORATION)

The permitted use of the Town of Dundee Community Center will be without discrimination because of race, religion, color, creed, or national origin.

NOTE: CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN SEVEN CALENDAR DAYS before REQUESTED EVENT DATE. Hold Harmless/Insurance Statement must be signed by all applicants. Falsification of information may result in rejection or cancellation of use.



Town of Dundee

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

RENTAL PROCEDURES:

Balance must be paid in full before 4:00 p.m. on the business day before the event.

Payments can be paid by cash, money order, check, or credit card*. Payments made less than fourteen (14) days before the event must be made in the form of a money order or cash only. Once the deposit is paid, you are unable to make changes. The clean-up/damage deposit will be returned in six to eight weeks if the facility is left in satisfactory condition. ****A 2.95% fee will be charged for use of a credit card.**

RENTAL HOURS: The Dundee Community Center is available for rental Monday through Saturday from 10:00 am to midnight (12:00am)

_____ (initial) IF reserving the Community Center to decorate the day before your event there is a fee of \$53.50. You may not enter the building before 1:30 p.m. and must be out no later than 9:00 p.m.

_____ (initial) On the date of the event, you may not enter the building to prepare for your event until 10:00 a.m. The facility must be cleaned and all event participants out of the building by midnight. **Any infraction of this deadline will cause your security deposit to be retained.**

RENTAL KEY FEE:

_____ I acknowledge that if I do not return the rental key to the attendant, I will forfeit my security deposit and will be charged for rekeying the locks- NO EXCEPTIONS. If an attendant is called to open the Community Center for loss of key(s), they will be charged for an extra hour of attendant fee of \$15.00. No key will be issued until the check has cleared.

REFUNDS:

_____ If cancellation occurs twenty (20) calendar days or more before a program/event, a 100% refund will be given for rental fees and deposits that have been paid.

_____ If cancellation occurs nineteen (19) calendar days or less before a program/event, a 50% refund will be given for rental fees and deposits that have been paid.

_____ A 100% cancellation fee will be retained from the deposit if cancelled within 5 DAYS of the scheduled event.

_____ Deposit refunds can take six to eight weeks. A refund check will be mailed to the address provided on the application.

I acknowledge that I have read and understood the Rules and Regulations regarding the rental of the Town of Dundee facilities. If not, I have asked questions for clarification and understanding. Anyone not complying with any of these regulations will not be granted use of any Dundee facilities in the future and will forfeit their clean-up/damage deposit

Renter's Name: _____

Rental Date: _____

Renter's Signature: _____



Town of Dundee

Item 11.

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

Dundee Facility Rental Rules & Regulations

Please read and initial the following rules

_____ The key will only be released to the patron renting the facility or their designated representative who must be listed on the application.

_____ Cancellation request of event by patron only must include: Signed/dated written request including date of event and reason accompanied by patron's driver's license.

_____ The Town may cancel any grant of space to the lessee if use of the property in any way conflicts with Federal, State, or Local Laws, or if the occupancy, in the opinion of the Public Works Director, operates to discredit the Town of Dundee.

_____ Any deviation from activities listed and approved on the application will result in an automatic cancellation of the event and forfeiture of the total deposit amount.

_____ The applicant is solely responsible and answerable for damages for any accidents or injuries to persons or property resulting from his/her use of the facility.

_____ Rentals for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period covered by the application. **No alcohol permits issued to events celebrating minors.**

_____ No items or decorations of any kind are to be attached in any manner to walls or floors of rented facility. Evidence of violation of this or any rules will cause your security deposit to be retained and renter responsible for having the wall(s) professionally repainted and floors cleaned.

_____ The Town of Dundee assumes no responsibility for personal property, such as decorations, flowers, shrubs, etc. used or left on the premises by persons renting any recreation facility. Such properties will be removed no later than the expiration time of the reservation unless special arrangements are made through the Public Works Director at the time of reservation. The Town of Dundee, its officers, and employees will not be held liable for any such properties remaining on the premises.

_____ Use of alcoholic beverages for sale, possession, and/or consumption is prohibited on Town property unless a special permit has been issued. **No alcohol permits issued to events celebrating minors.**

_____ Gambling in any form will not be allowed and Smoking is not allowed in any facility per Florida State Law.

_____ Tables and chairs stored in the Center can be used. Chairs/Tables will be counted before and after use*. Town Staff are ONLY permitted to remove chairs/tables, or any other equipment from the building. Renter is responsible for ensuring that supplies needed for their event are satisfactory.

*Town Tables/Chairs should remain inside and are not permitted to be used outside of the buildings.



Town of Dundee

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

DUNDEE COMMUNITY CENTER CLEAN UP

◆ **ALL FLOORS MUST BE DRY MOPPED FIRST AND THEN WET MOPPED. NOTE: USE ONLY COLD WATER ON FLOORS. CHANGE THE WATER AS SOON AS IT GETS DIRTY. **DO NOT USE DRY MOP TO WET MOP THE FLOORS****

◆ **PICK UP ALL TRASH: INSIDE AND OUTSIDE BUILDING. PUT TRASH IN THE DUMPSTER OUTSIDE. REPLACE TRASH BAGS IN ALL TRASH CONTAINERS.**

◆ **CLEAN BATHROOMS: CLEAN ALL COMMODES AND SINKS.**

◆ **CLEAN WINDOWS: REMOVE SMUDGES & FINGERPRINTS.**

◆ **CLEAN KITCHEN: MAKE SURE STOVE AND THE INSIDE AND OUTSIDE OF THE MICROWAVE AND REFRIGERATOR.**

CLEAN-UP MUST BE STARTED NO LATER THAN 11:00 PM TO ENSURE THAT THE FACILITY IS CLEANED BY MIDNIGHT. If you do not finish cleaning by Midnight, you will still have to vacate the premises. Anything not cleaned will be taken out of your deposit.

I agree to abide by the clean-up requirements and understand that not adhering to these requirements will forfeit the return of my deposit:

Renters Signature: _____ **Date:** _____

Renters Printed Name: _____

If you experience any issues before your event, please contact the attendant at the information below:

Attendant Contact Information:

Name: _____

Phone Number: _____

All cleaning materials needed will be provided by the Town staff.



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, TOWN COMMISSION SEAT 2 VACANCY**

SUBJECT: The Town Commission currently has four out of five Commission seats filled due to the recent resignation of one Commissioner. The Commission needs to fill Seat 2.

STAFF ANALYSIS: Mr. Steven Glenn announced his resignation from Seat 2 of the Town Commission at the September 24, 2024 regular. The Town Attorney has reviewed Town Ordinances and Florida Statutes that govern elections in the Town of Dundee and has contacted the Polk County Supervisor of Elections to determine when the SOE office will be able to make the Town of Dundee voter registration books available and assist with holding of a special election for the Town of Dundee to fill vacant Seat 2.

Based on the response from the Polk County Supervisor of Elections, due to the upcoming General Presidential Election and the responsibilities that follow, SOE staff and vote tabulation equipment will not be available to assist with a Special Election until April 2025. In the response letter to legal staff, the Polk Supervisor of Elections stated that “the earliest practicable date the Supervisor of Elections office would be able to provide assistance would be Tuesday, April 8, 2025.

Forms from other municipalities are presented for the Town Commission to consider.

FISCAL IMPACT: None

STAFF RECOMMENDATION: At the will of the Commission

ATTACHMENTS: Lake Alfred forms
City of Winter Haven form



TOWN OF DUNDEE TOWN COMMISSION APPOINTMENT INFORMATION

Board, Committee, or Seat Desired:

Name: _____
(Last) (First) (Middle)

Address: (Home) _____

Phone: (Home) _____ (Work) _____
(Email) _____

Employer: _____

Position: _____ Years/Months: _____

Please answer the following:

Check (✓) one:

Are you a resident of the Town of Dundee?

Yes No

Are you a registered voter?

Yes No

Have you reviewed the qualification requirements to serve on the Town Commission?

Yes No

Have you reviewed financial disclosure requirements?

Yes No

Have you reviewed and submitted an Appointment Oath?

Yes No

Have you ever served on a Town Board/Committee?

Yes No

- If yes, when and which Board(s)/Committee(s)?

Are you a Town of Dundee employee?

Yes No

How long have you lived in Dundee?

Years/Months: _____

Please state your reason for wanting to serve on this Board/Committee/Commission Seat.

Describe your background and qualifications for the Board/Committee/Commission Seat for which you seek appointment?

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board/Committee/Commission Seat to which you seek appointment?:

REFERENCES:

<u>Name</u>	<u>Address</u>	<u>Phone</u>

Florida Statute 166.0442 permits local governments to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: ✕ _____ Date _____

2). To elect submission via email with no signature, click here:



PLEASE EMAIL, MAIL, or DROP OFF THE COMPLETED APPLICATION TO:

Lita O'Neill, Town Clerk
Town of Dundee
202 East Main Street ♦ Dundee, FL 33838
Office: 863.438-8330 ext. 258
loneill@townofdundee.com



**TOWN OF DUNDEE
APPOINTMENT OATH**

**STATE OF FLORIDA
COUNTY OF POLK**

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

1. I am qualifying to become a candidate for consideration for the office of Town Commissioner for an at-large Seat #2 in the Town of Dundee vacancy appointment.
2. I have resided within the Town of Dundee municipal limits for not less than one (1) full calendar year immediately preceding the date of _____
3. My legal address is _____, which is located within the municipal boundaries of the Town of Dundee, Florida and I understand that I must maintain a legal residence within the municipal limits to be eligible to hold the office of city commissioner.
4. I am a registered elector of the Town of Dundee, Florida.
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed.
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure.

Applicant Signature

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____(year), by

_____ (name of the person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary
Personally Known _____ OR Produced Identification _____



TOWN COMMISSION MEETING

November 12, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, DESIGN OF STAGE

SUBJECT: DESIGN OF STAGE

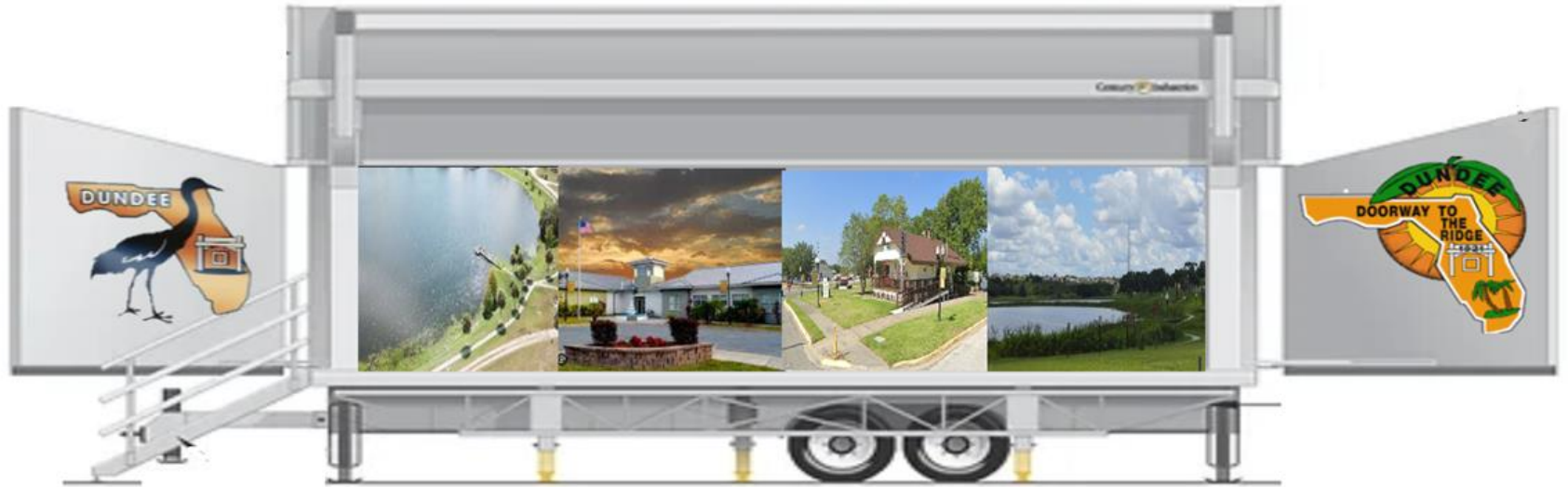
STAFF ANALYSIS: Staff is seeking direction from the commission on what photos to place on the new stage. We have four (4) different designs and are hoping you will make the selection for the look for our stage which arrived this week. The selected design will go to the graphics company for printing. We are hoping to have the prints installed prior to our tree lighting on Friday, December 6, 2024.

FISCAL IMPACT: None at this time

STAFF RECOMMENDATION: At the will of the commission

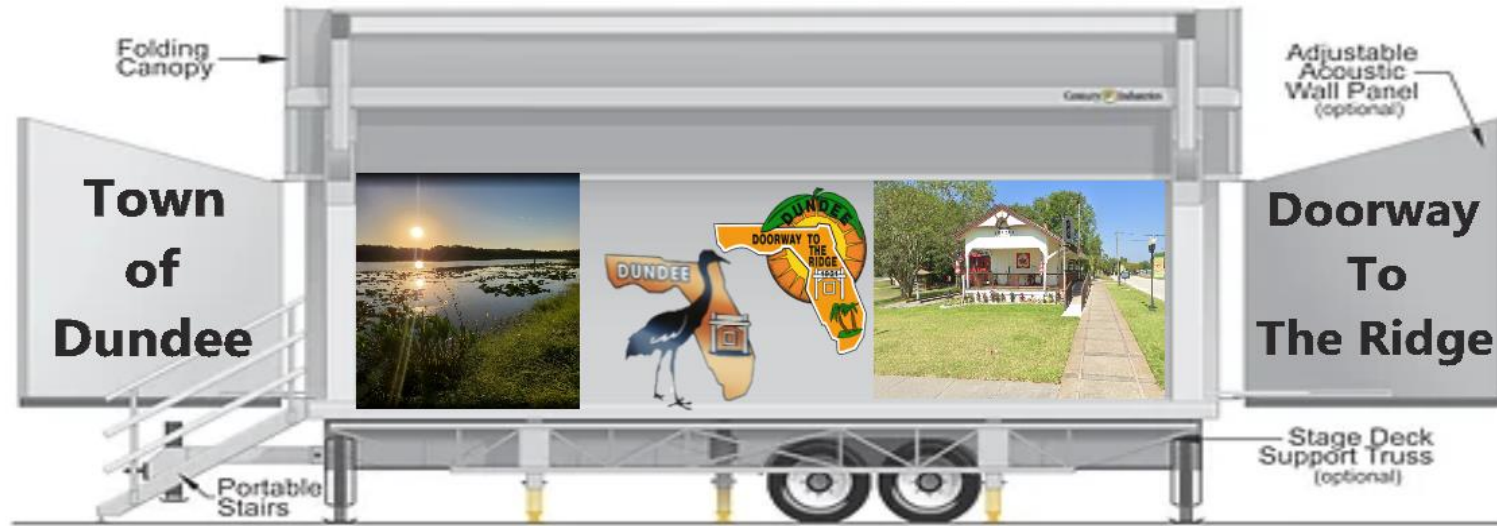
ATTACHMENTS: NINE (9) Photos – A, B, C, D, E, F, G, H, I & Back Side of Stage

PHOTO A



Front View

PHOTO B



Front View

PHOTO C



Front View

PHOTO D



PHOTO E



PHOTO F



PHOTO G



PHOTO H



PHOTO I



BACK SIDE OF STAGE

