

# AMENDED

## TOWN COMMISSION MEETING AGENDA



August 13, 2024 at 6:30 PM  
COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838  
Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**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 AUGUST 13, 2024**

**A. MINUTES**

- 1. June 22, 2024 Budget Workshop**
- 2. July 9, 2024 Town Commission Meeting**
- 3. July 23, 2024 Town Commission Meeting**

## **B. AGREEMENTS**

1. Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services with Carter and Kaye Engineering, LLC

## **APPROVAL OF AGENDA**

## **PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

1. **FLORIDA WATER PROFESSIONALS MONTH**

## **NEW BUSINESS**

2. **DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT MODIFICATION #4**
3. **DISCUSSION & ACTION, RFP 24-07 DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD/PADS**
4. **DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – FAMILY FUN DAY AT IMPACT CHURCH DUNDEE**
5. **DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – TREE LIGHTING AND HOLIDAY PARADE**
6. **DISCUSSION & ACTION, PLANNING AND VISIONING MEETINGS AND BOARD APPOINTMENTS**
7. **DISCUSSION & ACTION, APPROVAL FOR PUBLIC WORKSHOP DATES – AUGUST 27<sup>TH</sup> AT 6PM AND SEPTEMBER 10<sup>TH</sup> AT 6PM**

## **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

August 13, 2024 at 6:30 PM

Item A.

**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 August 13, 2024 contains the following:

**A. MINUTES**

1. June 22, 2024 Town Commission Budget Workshop
2. July 9, 2024 Town Commission Meeting
3. July 23, 2024 Town Commission Meeting

**B. AGREEMENTS**

1. Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services with Carter and Kaye Engineering, LLC

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:**

June 22, 2024 Budget Workshop Minutes

July 9, 2024 Commission Meeting Minutes

July 23, 2024 Commission Meeting Minutes

Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services with Carter and Kaye Engineering, LLC



# TOWN COMMISSION MEETING BUDGET WORKSHOP MINUTES

June 22, 2024 at 10:00 AM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER** by Mayor Pennant at 10:00AM

**PLEDGE OF ALLEGIANCE** lead by Mayor Pennant

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

**ROLL CALL** given by Assistant Melissa Glogowski

**PRESENT**

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

**NEW BUSINESS**

**1. BUDGET WORKSHOP**

**1. BUILDING**

The budget increased to \$356,056.00. This includes increases in salaries, taxes, insurance, and other current charges.

Annette Wilson, 408 MLK St., asked when budget changes is it according to priority and who is responsible for making sure that funds are spent correctly.



## **2. SANITATION**

The Sanitation budget increased to 1,035,191.00. This includes increases in salaries, uniform allowance, taxes, transportation, and capital lease.

## **3. FACILITIES**

The Public Facilities budget increased to 201,102.00. This includes increases in salaries, professional services, and repair & maintenance.

## **4. STREETS**

The Streets budget decreased to 620,098.00. This includes increases to salaries, transportation, machinery & equipment and rental equipment.

Adjourned for lunch at 12:15 PM

Reconvened and called to order at 12:48 PM

## **5. PARKS/REC**

The Parks & Recreation budget decreased to 282,910.00. This includes an increase to salaries, other salaries & wages, uniform allowance, taxes, insurance, lakes maintenance, uniforms, transportation, and building improvements. This also includes a decrease in overtime and repair & maintenance and capital equipment.

Drexcetel Robinson, 612 MLK St. discussed the parks.

Annette Wilson, 408 MLK St., discussed lighting at Nancy Park lighting.

## **6. STORMWATER**

The Stormwater budget increased to 320,730.06. The includes an increase in salaries, professional services, and repair & maintenance.

## **7. SPECIAL EVENTS**

The Special Events budget increased to 77,150.00 This includes an increase in other current charges, Centennial events and new recreation programs.

Drexcetel Robinson, 612 MLK St., requesting additional money for MLK and Juneteenth events next year and centennial dinner/gala.

**8. DEPOT**

The Depot budget increased to 35,000.00 This includes increases to salaries, and taxes. Town Manager Davis will work with this budget and will bring it back.

**9. EXECUTIVE/TOWN MANAGER**

The Town Manager budget increased to 375,374.00. This includes increases to salaries, repair & maintenance, and recording & ordinances.

**10. COMMISSION**

The Commission budget increased to 122,113.00. This includes increases in travel and training, newspaper advertising, and Tree Board reserve allocation.

**11. LEGAL**

The Legal budget did not change.

**12. POLICE**

The Law Enforcement budget increased to 1,045,133.38. This includes increases in contract services.

**13. PLANNING**

The Planning Department budget increased to 195,935.22. This includes increases to salaries, freight & postage, copies & printing, and recording allowance.

**ADJOURNMENT at 3:35PM**

**Respectfully Submitted,**

**Melissa Glogowski**

Melissa Glogowski, Administrative Assistant

**APPROVAL DATE:** \_\_\_\_\_



## TOWN COMMISSION MEETING MINUTES

July 09, 2024 at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

**CALL TO ORDER** by Mayor Pennant at 6:30pm

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** given by Mayor Pennant

**RECOGNITION OF SERGEANT AT ARMS** - Sergeant Anderson

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

**ROLL CALL** given by Town Clerk Douthat

**PRESENT**

Bert Goddard  
Willie Quarles  
Mary Richardson  
Sam Pennant

**ABSENT**

Steve Glenn

**MOTION TO EXCUSE** Commissioner Glenn made by Goddard, Seconded by Richardson. Passed unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Mayor Pennant opened the floor for public comments.

Merissa Green, 1307 Vista Del Lago Blvd, had questions regarding the proposed Dundee Incubator.

Seeing no further public come forth Mayor Pennant closed the floor.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 9, 2024****A. MINUTES****1. April 17, 2024 Tree Board Meeting****B. AGREEMENTS****1. AYERS RFQ 24-01 CCNA Agreement**

Mayor Pennant opened the floor for public comment, seeing no one come forth the floor was closed.

***MOTION TO APPROVE** the consent agenda for the July 9, 2024 Commission meeting made by Goddard, Seconded by Richardson. Passed unanimously. Voting Yea: Goddard, Quarles, Richardson, Pennant*

**RECOGNITION**

Town Staff recognized Jacob Reuter for his landscape work performed at the Development Services Building.

Jacob Reuter thanked the Town for the opportunity.

**APPROVAL OF AGENDA**

***MOTION TO APPROVE** the regular agenda for the July 9, 2024 Commission meeting made by Goddard, Seconded by Quarles. Passed unanimously. Voting Yea: Goddard, Quarles, Richardson, Pennant*

**NEW BUSINESS****1. DISCUSSION & ACTION, ORDINANCE 24-03 CYPRESS CREEK VILLAGE MHP FUTURE LAND USE AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-03 into the record.

Development Director Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** Ordinance 24-03 made by Goddard, Seconded by Quarles. Passed unanimously. Voting Yea: Goddard, Quarles, Richardson, Pennant*

**2. DISCUSSION & ACTION, ORDINANCE 24-04 CYPRESS CREEK VILLAGE MHP ZONING MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-04 into the record.

Development Director Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Ordinance 24-04 made by Goddard, Seconded by Quarles. Passed unanimously.***

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**3. DISCUSSION & ACTION, ORDINANCE 24-05 BOULEVARD TIRE FUTURE LAND USE MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-05 into the record.

Development Director Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Ordinance 24-05 made by Quarles, Seconded by Goddard. Passed unanimously.***

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**4. DISCUSSION & ACTION, ORDINANCE 24-06 BOULEVARD TIRE ZONING MAP AMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 24-06 into the record.

Development Director Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Ordinance 24-06 made by Goddard, Seconded by Richardson. Passed unanimously.***

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**5. DISCUSSION & ACTION, ORDINANCE 24-08 HANDBOOK POLICY UPDATE**

Assistant Town Attorney Claytor read the title of Ordinance 24-08 into the record.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Commissioner Richardson asked for more details on the social media section of the ordinance.

Assistant Town Attorney Claytor gave an analysis of section 14.08, subsection D.

Mayor Pennant reopened the floor for public comment.

Aletha Pugh, 1367 Swan Lake Circle, asked for a disclaimer regarding intellectual property.

Bernard Hammonds, 611 MLK, asked for a copy of the changes.

Seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Ordinance 24-08 made by Goddard, Seconded by Quarles.***

*Voting Yea: Goddard, Quarles, Pennant*

*Voting Nay: Richardson*

**6. DISCUSSION & ACTION, RESOLUTION 24-12, STORMWATER MANAGEMENT FEES**

Assistant Town Attorney Claytor read the title of Resolution 24-12 into the record.

Human Resource Director Barclay gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** Resolution 24-12 made by Goddard, Seconded by Quarles. Passed unanimously.*

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**7. DISCUSSION & ACTION, RESOLUTION 24-13, FIRE ASSESSMENT FEE**

Assistant Town Attorney Claytor read the title of Resolution 24-13 into the record.

Human Resource Director Barclay gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** Resolution 24-13 made by Quarles, Seconded by Goddard. Passed unanimously.*

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**8. DISCUSSION & ACTION, RESOLUTION 24-14 FIRE TRUCK REPAIRS**

Assistant Town Attorney Claytor read the title of Resolution 24-14 into the record.

Public Works Director Vice gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Commissioner Quarles asked the age of the truck.

Fire Chief Carbone stated that the truck is 22 years old.

***MOTION TO APPROVE** Resolution 24-14 made by Quarles, Seconded by Goddard. Passed unanimously.*

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**9. DISCUSSION & ACTION, HISPANIC & LATIN CULTURAL PARADE & FESTIVAL**

Human Resources Director Barclay gave the analysis.

Marisal Ortega provided more information on the event.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

**10. DISCUSSION & ACTION, FIELD DAY SPECIAL EVENT APPLICATION**

Human Resource Director Barclay gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

No one was present for the special events application so no motion was made.

**11. DISCUSSION & ACTION, RFP 24-08, 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**

Public Works Director Vice gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE** the bid from Jarrett-Gordon Ford Davenport made by Goddard, Seconded by Quarles. Passed unanimously.*

*Voting Yea: Goddard, Quarles, Richardson, Pennant*

**REPORTS FROM OFFICERS**

Fire Chief Carbone updated the run totals.

Public Works Director Vice updated the Commission on the newly added Citrus Connection stops in Dundee. He also told the Commission that the water fountain is being delivered tomorrow.

Human Resource Director Barclay reminded the Commission about the Fire Department Grand Opening and Back to School Backpack event on Saturday, July 20th.

**ADJOURNMENT at 8:08 PM**

**Respectfully Submitted,**

*Trevor Douthat*

Trevor Douthat, Town Clerk

**APPROVAL DATE:** \_\_\_\_\_



## **TOWN COMMISSION MEETING MINUTES**

**July 23, 2024 at 6:30 PM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER by Mayor Pennant at 6:30PM**

**PLEDGE OF ALLEGIANCE led by Mayor Pennant**

**INVOCATION given by Vice-Mayor Goddard**

**RECOGNITION OF SERGEANT AT ARMS - Deputy Miller**

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

**ROLL CALL given by Administrative Assistant Melissa Glogowski**

**PRESENT**

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

Mayor Pennant asked if Town Manager Davis had heard from Commissioner Glenn. Town Manager Davis stated she had, and that he is running late.

Commissioner Glenn arrived at 6:42PM

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Mayor Pennant opened the floor for public comments.



Michelle Thompson, 406 4th St. S, asked about replacing the flag at the Depot, asked who is responsible for posting meeting notices on Facebook, and asked for an update on the pickleball court.

Archie Sapp, 703 N. Adams Ave., asked about renaming the road at the Veteran's Memorial as "Memorial Boulevard." Mr. Sapp commented about commissioners working together.

Alethea Pugh, 367 Swan Lake Circle, commented about the special events applications process. Ms. Pugh asked whether there was an ordinance overseeing it. She commented that it seems unnecessary to bring each application to the Town Commission. Attorney Claytor noted that the applications are required to identify who is responsible for the event and to ensure that sufficient insurance is in place. He noted that the special events permit and agreement do currently require approval by the legislative body. Mayor Pennant noted that some events require approvals for road closings. Ms. Pugh asked about the proposed Hispanic and Latin Festival application. Town Manager, Tandra Davis, pointed out that their application does require a road closure and the Town Commission will need to vote to approve. Town Manager Davis commented that the item is on the consent agenda.

Seeing no further public come forth, Mayor Pennant closed the floor.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR July 23, 2024**

**A. MINUTES**

- 1. June 25, 2024 Budget Workshop**
- 2. June 25, 2024 Town Commission Meeting**

**MOTION TO APPROVE** *the June 25, 2024, meeting minutes on the consent agenda for July 23, 2024, made by Quarles, Seconded by Goddard.*

*Voting Yea: Goddard, Quarles, Richardson, Glenn, Pennant*

**B. AGREEMENTS**

- 1. DISCUSSION & ACTION, HISPANIC & LATIN CULTURAL PARADE & FESTIVAL**
- 2. GeoPlanning Solutions, LLC - Task Order 1, Master Continuing Professional Consulting Agreement for Professional Planning and Visioning Services**
- 3. Scope of Services, Dundee Alternative Water Supply (AWS) Receiving Facility (Part 1) at Hickory Walk**

Mayor Pennant opened the floor for comments; there were none and the floor was closed.

**MOTION TO APPROVE** *the agreements on the consent agenda for July 23, 2024, made by Glenn, Seconded by Goddard. Passed unanimously.*

*Voting Yea: Quarles, Richardson, Glenn, Goddard, Pennant*

## APPROVAL OF AGENDA

Mayor Pennant opened the floor for public comments, seeing no public come forth, the floor was closed.

**MOTION TO APPROVE** *the regular agenda with changes for the meeting of July 23, 2024, with changes made by Glenn, Seconded by Goddard. Passed unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

## NEW BUSINESS

### 1. RESOLUTION 24-17, PROPOSED MILLAGE RATE FY 2024-2025

Assistant Town Attorney Claytor read the Resolution into the record.

Town Manager Davis provided the analysis.

Mayor Pennant opened the floor for comments from the public.

Michelle Thompson, 406 4th St. S., questioned the millage rate.

Seeing no further public come forth, the floor was closed.

**MOTION TO APPROVE** *Resolution 24-17 made by Quarles, Seconded by Glenn. Passed unanimously.*

*Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

### 2. RESOLUTION 24-15, VISTA DEL LARGO PHASE IV, QUIT CLAIM DEED RIGHT OF WAY CONVEYANCE

Assistant Town Attorney Claytor read the title into the record.

Town Manager Davis provided the analysis.

Mayor Pennant opened the floor for comments from the public.

Seeing no further public come forth, the floor was closed.

**MOTION TO APPROVE** *Resolution 24-15 made by Glenn, Seconded by Goddard. Passed unanimously.*

*Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

### 3. DISCUSSION, MORATORIUM ON AND/OR FOR DEVELOPMENT

Town Manager Davis provided the analysis.

Development Director Peterson gave the presentation.

Mayor Pennant opened the floor for comments from the public.

George Lindsey, Center State Development, 2428 Cambridge Ave. Lakeland, spoke about deciding on how to decide on moratorium and who it affects.

Annette Wilson, 408 MLK Street, discussed growth and what is going to happen.

Guadalupe M. Yanez, 304 3rd St. N. spoke about speeding vehicles, grading of the roads, overgrowth around the lakes.

Seeing no additional public come forth, the floor was closed.

Assistant Town Attorney Claytor provided additional information.

Tracy Mercer, Public Utilities Director, provided information regarding the town’s water.

Consensus of the Commission for the Town Attorney to draft an ordinance providing for a 12-month and 6-month moratorium.

**REPORTS FROM OFFICERS**

Polk County Sheriff’s Office Mayor Pennant thanked Deputy Miller for being here this evening.

Dundee Fire Department updated run totals.

Town Manager gave details on the Back2School event. She informed everyone that she was invited to and attended the Jackson family reunion on the Town of Dundee’s behalf. She also reminded everyone of the Johnson Dog Park Grand Opening on August 10th, 2024. Town Manager Davis noted that GeoPlanning Solutions will start work for the visioning process and will start putting information out to get community members to join. She would like Commissioner Richardson to chair.

Commissioner Richardson thanked everyone for coming out and provided updates on power box on MLK. Questioned if the stormwater system had changed. Addressed previous comments from delegate, Archie Sapp.

Commissioner Glenn thanked the Town of Dundee staff and Fire Dept. for the great event this weekend.

Vice Mayor Goddard thanked everyone for coming, thanked council, town manager, and staff.

**ADJOURNMENT at 8:26PM**

**Respectfully Submitted,**

**Melissa Glogowski**

Melissa Glogowski, Administrative Assistant

**APPROVAL DATE:** \_\_\_\_\_

***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 a 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 St., 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 \_\_\_\_\_ 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 E.

### **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 E.

- 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 E.
- 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 E.
- 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 E.

### **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 TA Item E. 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

Contractors or Subcontractors work and of the action taken to have the defect<sup>(s)</sup> corrected.

Item E.

- 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 E.

- 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 E.

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 E.

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 E.

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 E.

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 E.

#### **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 E.

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 E.

### **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 E.

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 E.

### **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 E.

- (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 E.

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 E.

**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 E.

## **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 E.

(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 10<sup>th</sup> 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 E.

### **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 E.

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 E. 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 E.

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 E.

Consultant:

[Kuno/Kay 2]  
By: KRISS KAYE  
\_\_\_\_\_, Managing Member

Brian Moss  
Witness

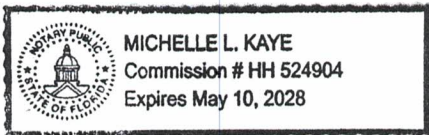
Rebecca D Russee  
Witness

8/8/2024  
Date

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8<sup>th</sup> day of August, 2024, by Kriss Kaye as Managing Member, on its behalf, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Printed Name: Michelle L. Kaye  
My commission expires: 5-10-2028



TOWN OF DUNDEE

By: \_\_\_\_\_  
Sam Pennant, Town Mayor

ATTEST:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney

# PROCLAMATION



**WHEREAS**, water industry professionals in Florida, dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and storm water; and

**WHEREAS**, the professionals employed in this industry commit themselves to protecting the health of Florida’s citizens and our state’s natural resources; and

**WHEREAS**, Florida continues to take bold steps and lead the nation in water quality protection and conservation of our waterways and natural resources; and

**WHEREAS**, Senate Bill 712, The Clean Waterways Act, passed with bipartisan support protecting water quality and minimizing nutrient pollution; and

**WHEREAS**, Section 403.865 of the Florida Statute designates water professionals as Essential First Responders; and

**WHEREAS**, Florida will continue the fight to protect and conserve our waterways and natural resources for our children and future generations; and

**WHEREAS**, it is fitting that the State of Florida recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater and storm water systems in Florida by celebrating Florida Water Professionals Month, which applauds their constant efforts to protect our health and environment; and

**NOW THEREFORE**, I, Sam Pennant, Mayor of The Town of Dundee, do hereby proclaim August 2024, as

## *Florida Water Professionals Month*

and ask our citizens to join us in thanking these water and wastewater professionals for their dedication and hard work in providing safe drinking water and protecting Florida’s environment and natural resources.

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:

\_\_\_\_\_  
Lita O’Neill, Town Clerk





# TOWN COMMISSION MEETING

August 13, 2024 at 6:30 PM

Item 2.

---

<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT MODIFICATION #4
<b>SUBJECT:</b>	Town Commission will consider approval of modification #4 to the Interlocal Agreement with the Polk County Sheriff's Office (PCSO) regarding an increase in cost for emergency fire and rescue dispatch services.
<b>STAFF ANALYSIS:</b>	<p>The Town of Dundee is currently under an agreement with the Polk County Sheriff's Office from October 1, 2021, for a period of four (4) years. This new modification amends paragraph 5.7 of the Interlocal Agreement, Emergency Fire and Rescue Dispatch Services.</p> <p>Modification No. 4 to the Interlocal Agreement amends paragraph 5.7, Emergency Fire and Rescue Dispatch Services for the term October 1, 2024 through September 30, 2025. In addition to the amounts listed in paragraph 5.1 of the Interlocal Agreement, the Town of Dundee shall also pay the PCSO for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed. The methodology calculates personnel costs using the Town's fire calls for service multiplied by the average dispatch time multiplied by the average hourly telecommunicator rate.</p> <p>The FY 2024-2025 contract amount for services is \$10,935.00, compared to \$10,414.00 in FY 2023-2024. This is an increase of \$521.00</p>
<b>FISCAL IMPACT:</b>	
<b>STAFF RECOMMENDATION:</b>	Staff recommends approval
<b>ATTACHMENTS:</b>	Letter from John Lees, Staff Attorney, Office of Legal Affairs (for Sheriff Grady Judd, Polk County Sheriff's Office) Agreement Modification No. 4



# Sheriff Grady Judd

## Polk County

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • [www.polksheriff.org](http://www.polksheriff.org)

July 16, 2024

Town of Dundee  
Mayor Sam Pennant  
Post Office Box 1000  
Dundee, FL 33838

Re: Modification No. 4 to the Interlocal Agreement

Dear Mr. Pennant:

Please find Modification No. 4 to the Interlocal Agreement for fire dispatch with the Polk County Sheriff's Office. At your earliest convenience, please have the agreement executed and return the original copy to my attention in the Office of Legal Affairs at the Sheriff's Office.

Should you have any questions, please feel free to call me at (863) 298-6587.

Sincerely,

John W. Lees  
Staff Attorney, Office of Legal Affairs

JWL/mkc  
Enclosure as indicated  
xc: File

1.50  
1.53  
1.55  
Digs OFC  
A  
Item 2.

**MODIFICATION NO. 4  
TO THE INTERLOCAL AGREEMENT BETWEEN  
TOWN OF DUNDEE AND GRADY JUDD, AS SHERIFF OF POLK COUNTY, FLORIDA**

This Modification Number 4 is effective on October 1, 2024, and hereby amends paragraph 5.7 of the Interlocal Agreement executed by and between the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") (together, "the Parties"), which commenced on October 1, 2021, for a period of four (4) years.

WHEREAS, the Parties desire to modify paragraph 5.7 to include the dollar amount for Consideration for the Emergency Fire and Rescue Dispatch Services for the term of October 1, 2024, through September 30, 2025.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. MODIFICATIONS:

(a) Paragraph 5.7 – Emergency Fire and Rescue Dispatch Services is amended with deleted language in "strike through" and added language in "double underline" as follows:

5.7 Emergency Fire and Rescue Dispatch Services. In addition to the amounts listed in paragraph 5.1, TOWN shall also pay the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of Nine Thousand Four Hundred Forty Six Dollars (\$9,446.00) for the term of October 1, 2021, through September 30,

Initials: \_\_\_\_\_

Initials:

RSD  
RSD  
RSD  
Asip  
Item 2.

2022. The sum of Nine Thousand Nine Hundred Eighteen Dollars (\$9,918.00) for the term October 1, 2022 through September 30, 2023. The sum of Ten Thousand Four Hundred Fourteen Dollars (\$10,414.00) for the term October 1, 2023 through September 30, 2024. ~~The annual amount for subsequent years October 1, 2024 through September 30, 2025 shall be determined each year upon the agreed to formula: Personnel Costs will be calculated using the TOWN's fire calls for service multiplied by average dispatch time multiplied by average telecommunicator rate. Operating costs will be calculated by taking the TOWN fire calls for service divided by the total fire calls for service multiplied by direct fire dispatch operating costs. The amount determined from the formula for the year October 1, 2024 through September 30, 2025 will be sent to TOWN on or before the due date and incorporated into this Agreement in the form of a modification as set forth in Section 23~~The sum of Ten Thousand Nine Hundred Thirty Five Dollars (\$10,935.00) for the term October 1, 2024 through September 30, 2025.

II. MISCELLANEOUS.

(a) All terms and conditions of the Interlocal Agreement remain full force and effect.

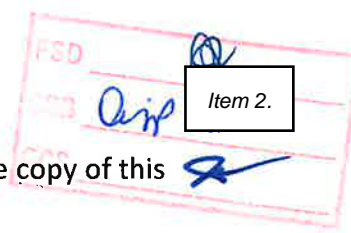
In the event of a conflict between the terms and conditions of this Modification No. 4 and the Interlocal Agreement, this Modification No. 4 shall control.

(b) This Modification No. 4 constitutes the full and complete agreement of the Parties with respect to the subject matter and supersedes any prior contract, arrangements, and communications, whether oral or written, with respect to the subject matter.

(c) As of the date of this Modification No. 4, each party represents that it is not aware of any facts or circumstances that would, upon satisfaction of any notice or cure requirements, constitute an Event of Default by the other party.

Initials: \_\_\_\_\_

Initials: am



(d) This Modification No. 4 may be executed in duplicate, each duplicate copy of this Modification No. 3 shall be treated as an original, and facsimile signatures are acceptable as original signatures.

(e) Each person signing this Modification No. 4 warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE  
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

Andria McDonald

Date: 7-15-2024

ATTEST

Lorrie Meyer  
WITNESS TO ANDRIA MCDONALD

APPROVED AS TO FORM:  
BY SHERIFF'S COUNSEL

[Signature]

TOWN OF DUNDEE  
BY SAM PENNANT, MAYOR

\_\_\_\_\_

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

ATTEST  
BY CITY CLERK

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINT NAME

APPROVED AS TO FORM:

BY \_\_\_\_\_  
TOWN OF DUNDEE ATTORNEY

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

Initials: \_\_\_\_\_

Initials am



# TOWN COMMISSION MEETING

August 13, 2024 at 6:30 PM

Item 3.

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<b>AGENDA ITEM TITLE:</b>	DISCUSSION & ACTION, RFP 24-07 DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD/PADS
<b>SUBJECT:</b>	The Town of Dundee received one proposal for the design, construction, and installation of a splash pad and playground with park equipment. The 1,000 sq. ft. splash pad and playground with park equipment includes above-ground features and in-ground spray features, fencing, playground equipment, sidewalk(s), ADA compliant restroom facilities, and an asphalt drive/parking surface.
<b>STAFF ANALYSIS:</b>	<p>The Town of Dundee received one proposal for RFP 24-07 for the design, construction, and installation of a splash pad and playground with park equipment at 4<sup>th</sup> Avenue and Highlands Avenue.</p> <p>JCR Construction &amp; Services, LLC submitted the proposal, which staff has reviewed. Based on score sheets, the JCR proposal earned 390 points out of 400 possible points when evaluated by the purchasing committee.</p> <p>The project includes a 1,000 sq. ft. splash pad and 3,500 sq. ft. playground with park equipment and includes above-ground features and in-ground spray features. Fencing, playground equipment, sidewalk(s), ADA compliant restroom facilities, an asphalt drive/parking surface, and one 1,600 sq.ft. pavilion with concrete slab are included in the proposal. Site preparation for the project is also included.</p>
<b>FISCAL IMPACT:</b>	\$ 950,000.00
<b>STAFF RECOMMENDATION:</b>	At the will of the Commission
<b>ATTACHMENTS:</b>	RFP 24-07 JCR Construction & Services, LLC Bid Packet



BID FORM

FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT

RETURN DATE: WEDNESDAY, JULY 3, 2024 BY 3:00 P.M.

RETURN TO: Office of the Town Clerk
Attn: RFP #24-07
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

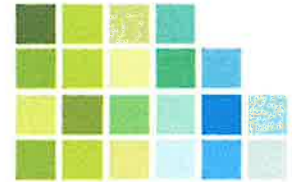
Table with 4 columns: ITEM, ESTIMATED QTY, UNIT BID, EXTENDED AMOUNT. Row 1: 1. See attached. Row 5: 5. See attached. Row 6: TOTAL 950,000.00

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction & Services LLC
Company Address: 3804 Block Pine Rd
Company City: Lakeland State: FL Zip: 33810
Company Phone Number: (863) 660-4704 Fax Number: N/A

Authorized Representative:
Signature: [Signature] Date: 7-11-24
Print Name: Jarold Payan Phone Number: (863) 660-4704
Title: President

**JCR Construction & Services LLC.**  
3804 Block Prine Rd  
FL 33810  
jcrconstructionservices@gmail.com



**ADDRESS**

Town Of Dundee  
4th Street Park  
501 4th Street South  
Dundee, Florida 33838

**ESTIMATE # 4279**

**DATE 07/21/2024**

ACTIVITY	QUANTITY	RATE	AMOUNT
<b>Services</b>			950,000.00
45,000 Civil Engineering Drawings			
25,000 Architectural Drawings and Specifications			
200,000 Splash Pad			
60,000 Playground			
345,000 Site work			
80,000 Restroom			
105,000 Pavilion			
30,000 Performance Bond			
60,000 Supervision and Project Management			
950,000 Total			

TOTAL **\$950,000.00**

Accepted By

Accepted Date



JCR Construction & Services LLC. 3804 Block Prine Rd FL 33810

Town of Dundee  
202 East Main St  
Dundee, FL 33838

Dear Madam & Sir,

I would like to bring attention to a few items to explain why the price is so different from the \$400k + budget you initially thought the Design, Construction, and Installation of Splash Pad and Playground with Park Equipment- RFP #24-07 would be.

First, this is a project that will take well over a year to complete. If we count the state regulations, FEMA approval, and drawings process. It will take up to 8 weeks just to receive construction drawings, civil drawings and permit approval. The project after we have a permit should be 11-12 months to completion.

Second, the splash pad is like a gigantic pool, but with a more complex system of sanitation and is regulated by the health department. The filtration systems are needed together with the combination of sanitation of the water, etc., is complex and expensive.

In addition, the lot where the splash pad will be built has a significant differentiation of level in some areas, up to 8 feet in difference. We must move all that soil and bring in dirt to fill up the hole.

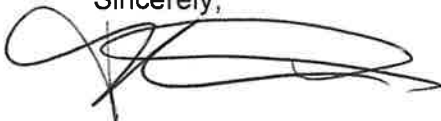
We also have a big parking lot, a pavilion, and a solid block building to accommodate the ADA bathrooms and family bathrooms.

On top of that, we need to secure the entire perimeter with a chain-link fence on the entire property and add a playground. This is a complex job, very different from what we have done in the town of Dundee.

We are confident we can work with the Town on the details to continue making Dundee beautiful.

If we are selected to do the job, we will present the project with the architect to explain all the processes, the different roles of each department, and the schedule for the job at the commission meeting.

Sincerely,



**Jarold Payan**  
JCR Construction & Services

**TIMELINE****Town of Dundee for FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT**

Please note that the civil drawings and review from the State of Florida and FEMA are required. Civil drawings could take 2 months to obtain. Upon the approval of the civil drawings and architectural drawings a permit can be applied for from the Town of Dundee as well as the Florida Department of Health. The time for these to process will depend on the Town and State offices procedures; it is estimated to take 10 months. After these permits are received, it will be approximately 8 months to complete the project. Please note that these are a tentative timeline and upon award of the bid, JCR Construction will have a schedule in place and will keep the Town of Dundee updated with the timeline as we follow State of Florida regulations and requirements for the project.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**JCR Construction and Services LLC**  
4822 Joyce Dr,  
Lakeland, FL 33805

as Principal, hereinafter called the Principal, and  
**The Ohio Casualty Insurance Company**  
9721 Executive Center Drive, Suite 105  
St. Petersburg, FL 33702

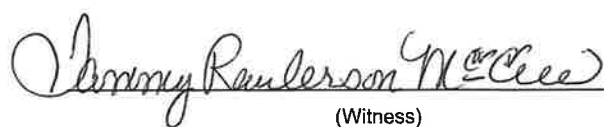
a corporation duly organized under the laws of the State of NH  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**The Town of Dundee, Florida**  
202 East Main Street, PO Box 1000  
Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS the Principal has submitted a bid for  
**Design Construction & Installation of Splash Pad(s); Bid No. 24-07**  
**Installation of Splash Pad(s), Restrooms, Playground & Pavilion**  
501 4th Street South, Dundee, FL 33838

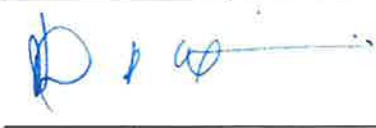
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of  
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the  
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall  
pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and  
such larger amount for which the Obligee may in good faith contract with another party to perform the Work  
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

*Signed and sealed July 24, 2024*

  
\_\_\_\_\_  
(Witness)

JCR Construction and Services LLC  
\_\_\_\_\_  


  
\_\_\_\_\_  
(Witness)

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
  
David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



Seal No. 7503





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 3.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of July, 2024.



By: [Signature of Renee C. Llewellyn]

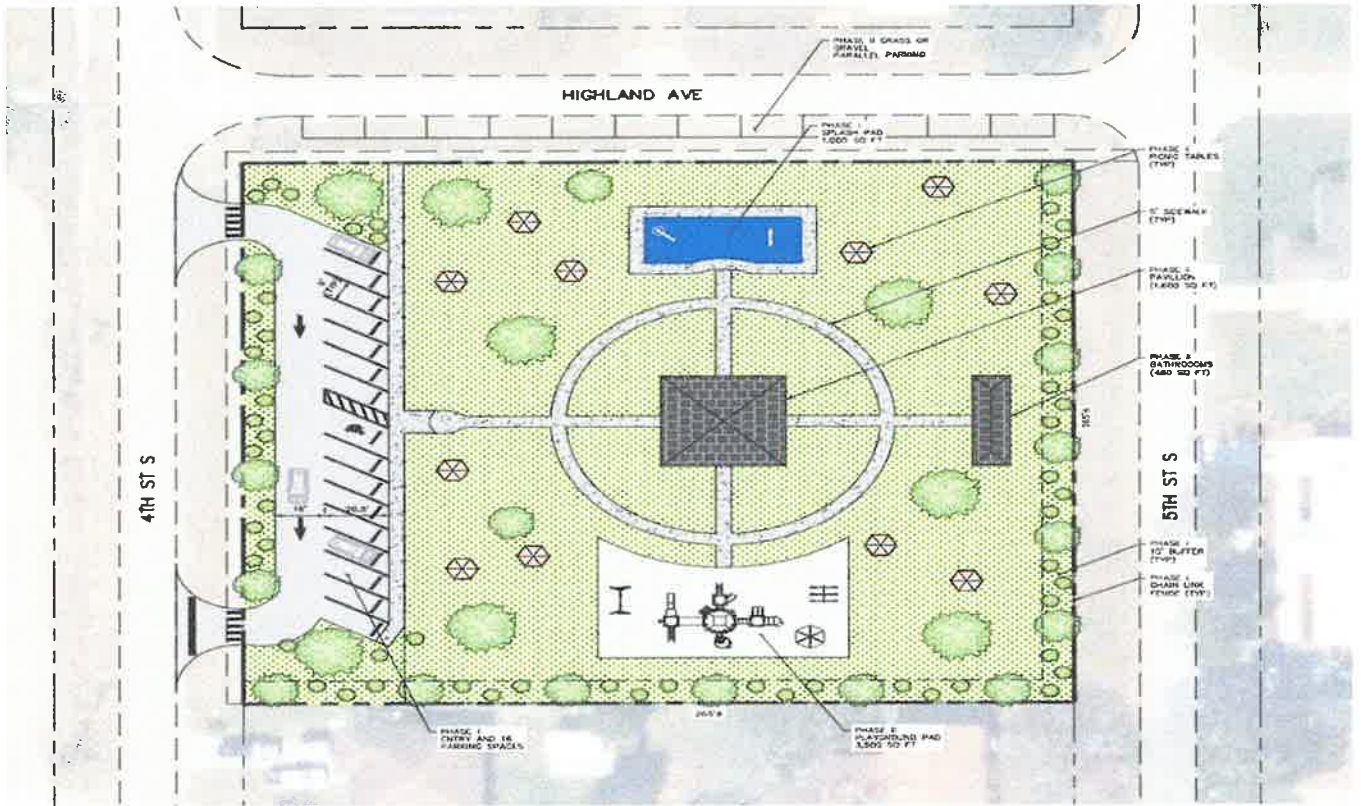
Renee C. Llewellyn, Assistant Secretary



For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



### RFP 24-07 Exhibit "A"



**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 JCR Construction & Services LLC

Signature [Signature] Date: 7/11/24

Printed Name Jarold Payan

Title President

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF July, 20 24

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



**Tammy Raulerson McCue**  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027

**NONCOLLUSION AFFIDAVIT OF BIDDER**

State of Florida

County of Polk

I, Jarold Rayan ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is President (insert job title) of JCR Construction & Services LLC (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 Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 11 DAY OF July, 2021

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



Tammy Raulerson McCue  
Notary Public  
State of Florida  
Comm# HH434617  
Expires 8/16/2027

**CERTIFICATION OF DRUG-FREE WORKPLACE**

Harold Payan ("Undersigned"), certify that:

- (1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Contractor JCR Construction & Services LLC 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 Contractor, JCL Construction & Services LLC, acknowledges, understands, and complies fully with the above requirements.

DATE: 7-11-24 NAME OF ENTITY: JCL Construction & Services LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3304 Block Pine Rd  
Lakeland, FL 33810

SIGNATURE: 

PRINT NAME: Harold D. Payne

## SALES TAX SAVINGS FORM

**CONTRACT NUMBER:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (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

**CLIENT REFERENCES**

CITY OF LAKELAND  
LAKELAND LINDER INTERNATIONAL AIRPORT  
3900 DON EMERSON DR SUITE 210  
LAKELAND, FL 33813  
03/2023 INTERIOR OFFICE REPAIRS 3240 FLIGHTLINE DR  
BID # 3060  
LINDA ALSBAUGH 863-834-6780  
purch@lakeland.gov

POLK COUNTY BOARD OF COUNTY COMISSIONERS  
330 WEST CHURCH ST  
BARTOW, FL 33830  
01/24 RENOVATION PHASE II RESTROOMS COURTHOUSE (in progress)  
tabathashirah@polk-county.net

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (in progress)  
205 HANCHEY RD  
WAUCHULA, FL  
11/23 NEW BUILD AGRICULTURE EDUCATION CENTER  
Carmen.soles@hardeecounty.net

CITY OF LAKE ALFRED  
155 E POMELO  
LAKE ALFRED, FL 33868  
08/2023 MACKAY GARDENS & LAKESIDE PRESERVE BRICK PAVER PROJECT  
JOHN DEATON 863-291-5270  
jdeaton@mylakealfred.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PAYAN, JAROLD**

JCR CONSTRUCTION & SERVICES LLC  
3804 BLOCK PRINE RD  
LAKELAND FL 33810

**LICENSE NUMBER: CBC1265799**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**JCR CONSTRUCTION & SERVICES LLC**

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 another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.

**3804 BLOCK PRINE RD**

Requester's name and address (optional)

6 City, state, and ZIP code

**LAKELAND FL 33810**

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

## 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									
4	6	-	4	8	4	3	0	0	3

## 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 ▶ 7/25/24

## 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](http://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-INT (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.

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**

**EXPIRES: 09/30/2024**

**CLASS: B+**

**ACCOUNT NO. 175316**

**LOCATION**

**1508 STACY DR  
LAKELAND**

**OWNER NAME**

**JAROLD PAYAN**

**ACTIVITY TYPE**

**CONTRACTOR BUILDING  
CONTRACTOR BUILDING**

**CODE**

**230080  
230080**

**BUSINESS NAME AND MAILING ADDRESS**

**JCR CONSTRUCTION & SERVICES LLC  
JCR CONSTRUCTION & SERVICES "LLC"**

**1508 STACY DR  
LAKELAND, FL 338012759**

**PROFESSIONAL LICENSE (IF APPLICABLE)  
DBPR CBC1265799**

**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
DISPLAYED AT THE BUSINESS LOCATION**

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

**JCR CONSTRUCTION & SERVICES LLC**

**LSC 57.75**

**PAID - 1679768 08/02/2023 LCH**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 3.**

6/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID:(Alliance HR) c/o Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta, FL 33469	<b>CONTACT NAME:</b> Jeremy Scott	
	<b>PHONE (A/C, No, Ext):</b> 561-972-4449	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> jscott@alliancehrllc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Wisconsin Insurance Company		29157
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES** **CERTIFICATE NUMBER:** 80424332 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC524-00001-024-SZ WC524-00001-023-SZ	6/30/2024 6/30/2023	6/30/2025 6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: JCR Construction & Services LLC Client Effective: 9/3/2018

<b>CERTIFICATE HOLDER</b>  Town of Dundee 202 East Main Street Dundee FL 33838	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Rick Leonard

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/II) **Item 3.**  
04/01/20

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**


<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> JCR Construction & Services LLC 3804 Block Prine Rd Lakeland, FL 33810	<b>INSURER A :</b> State National Insurance Company, Inc.      12831	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 267122147      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTJ3FXLR-01-GL	05/27/2024	05/27/2025	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXTJ3FXLR-01-GL	05/27/2024	05/27/2025	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The Certificate Holder is Town of Dundee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> Town of Dundee 202 E Main St Dundee, FL 33838	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Barfield Insurance & Financial Service 110 SPIRIT LAKE RD #5, WINTER HAVEN, FL 33880	<b>CONTACT NAME:</b> Progressive Commercial Lines Customer and Agent Servicing <b>PHONE (A/C, No, Ext):</b> 1-800-444-4487 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> progressivecommercial@email.progressive.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Progressive Express Insurance Company	<b>NAIC #</b> 10193
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 JCR CONSTRUCTION & SERVICES  
 1508 STACY DR  
 LAKELAND, FL 33801

**COVERAGES**                                      **CERTIFICATE NUMBER:** 765456938237345303D071624T200644                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	01132238	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	Y	01132238	10/01/2023	10/01/2024	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

TOWN OF DUNDEE 202 EAST MAIN ST DUNDEE, FL 33838	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



Company ID Number: 2151801



Item 3.

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2151601

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 2151601

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

**Company ID Number:** 2151601

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and





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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

### ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

### ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Item 3.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

<b>Employer</b> JCR CONSTRUCTION SERVICES LLC	
<b>Name (Please Type or Print)</b> JAROLD PAYAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/17/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/20/2023



Item 3.

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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Item 3.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1





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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

**Name** JAROLD PAYAN  
**Phone Number** 8636604704  
**Fax**  
**Email** icrconstructionservices@gmail.com

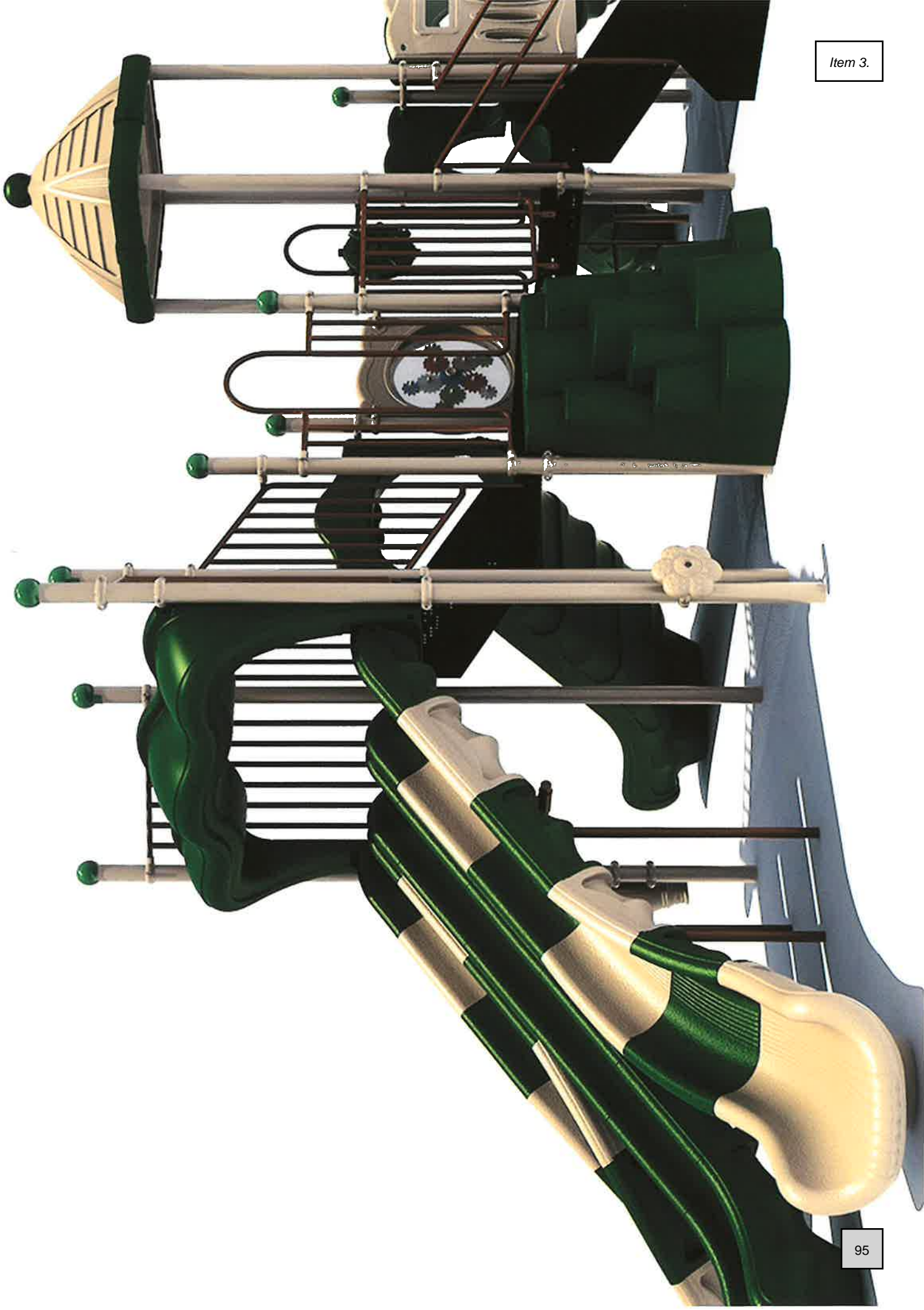
**Name** Tammy L McCue  
**Phone Number** 8635955533  
**Fax**  
**Email** tammvmccue@gmail.com

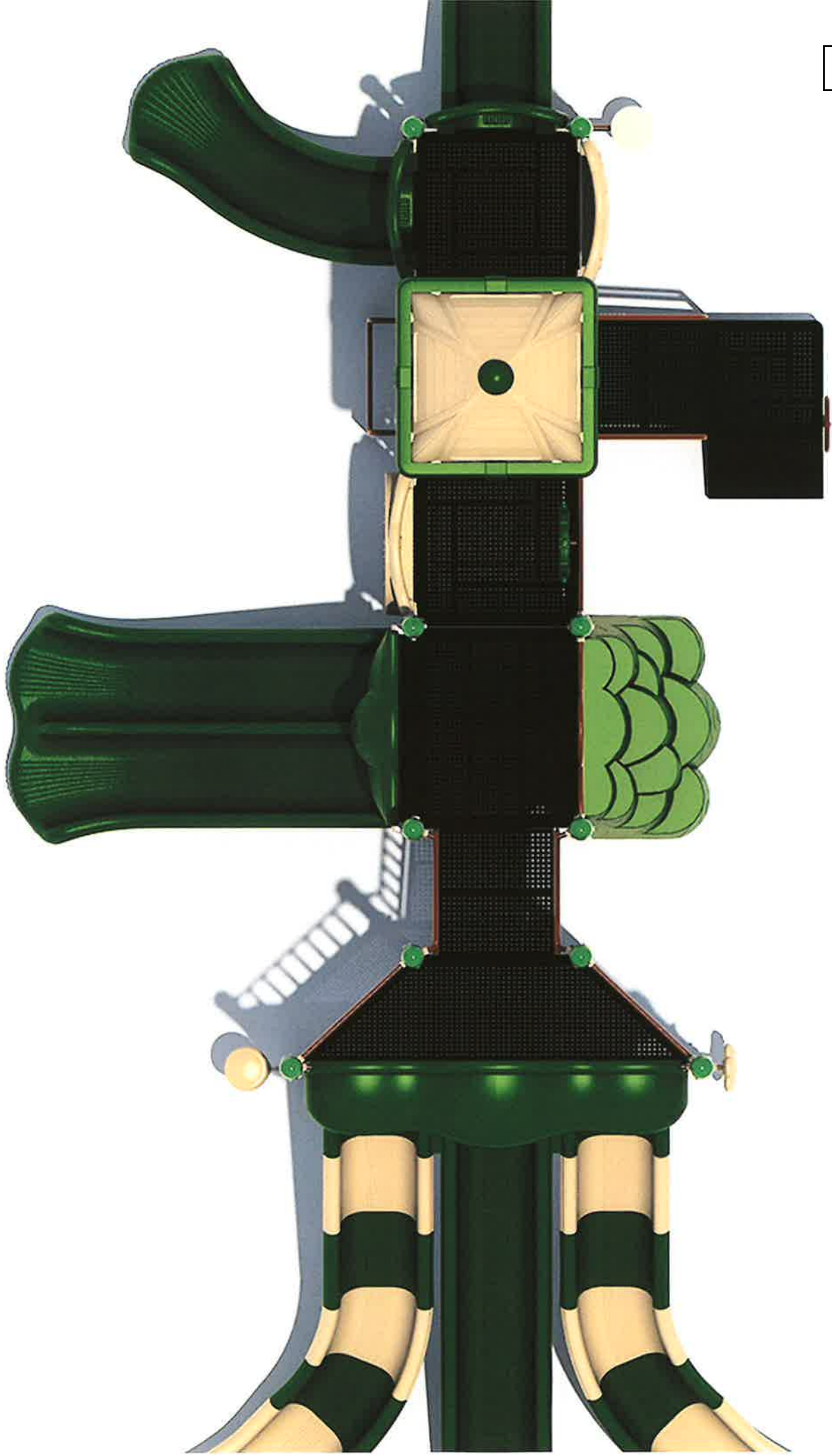


Company ID Number: 2151601



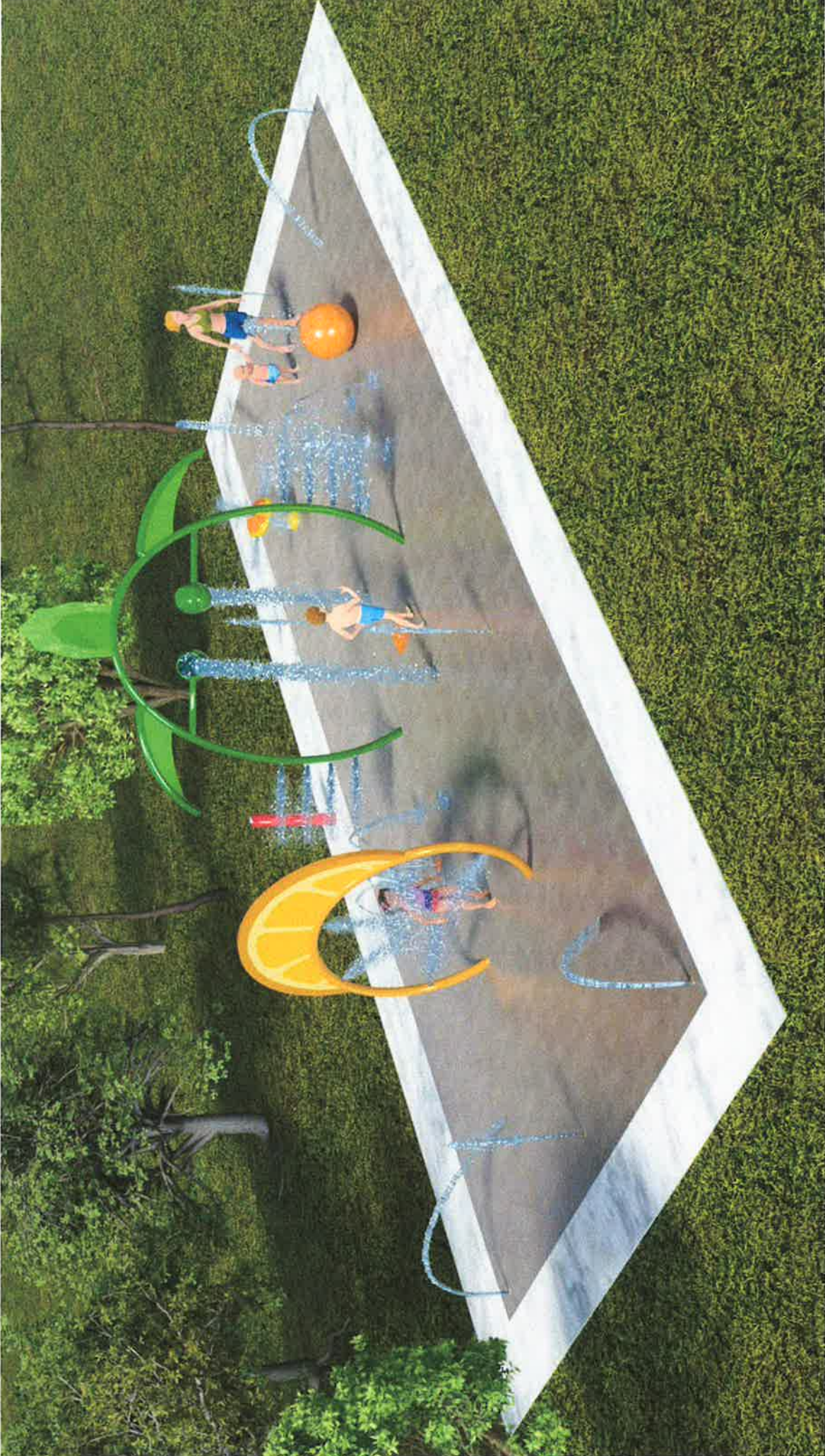
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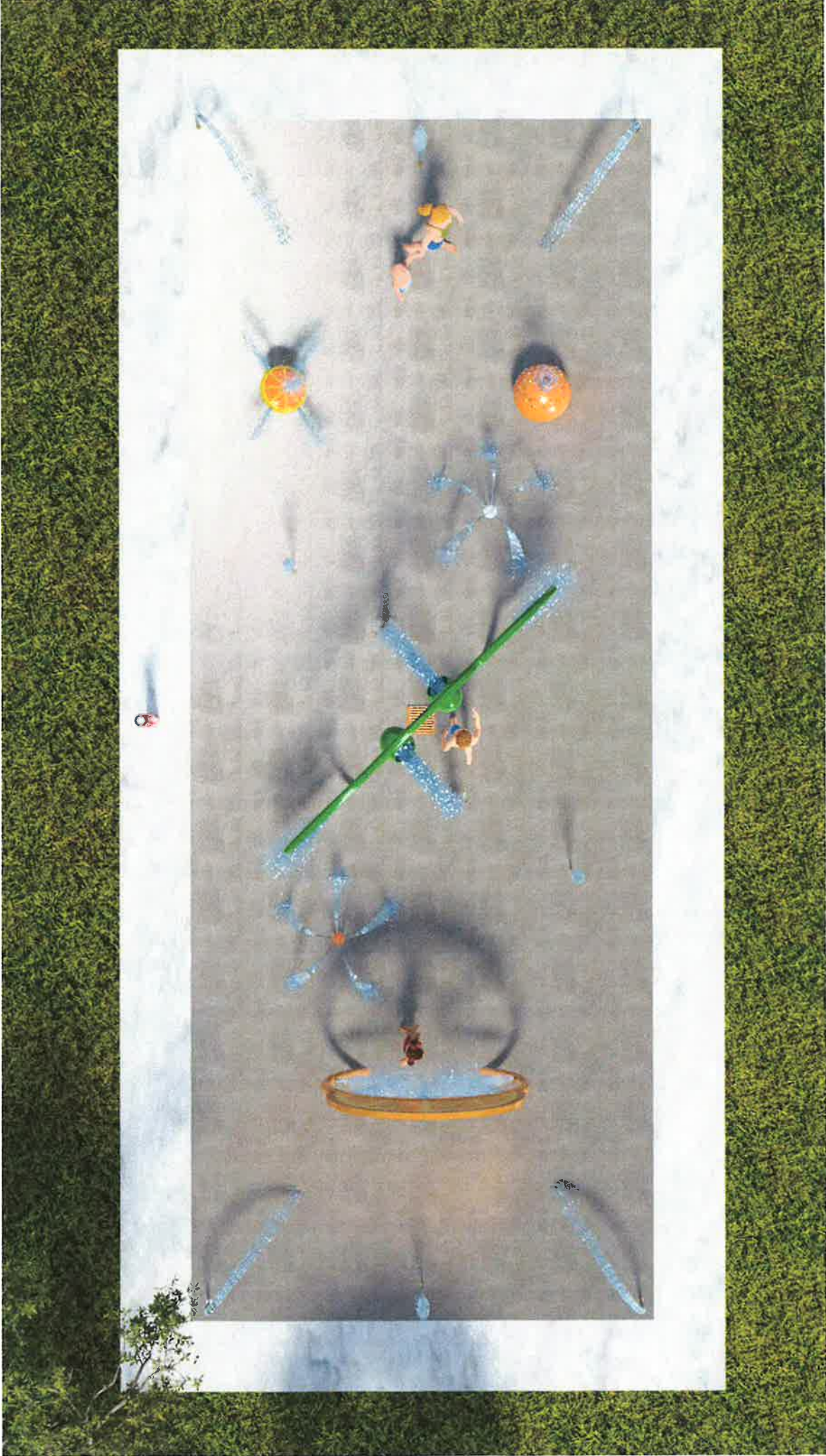








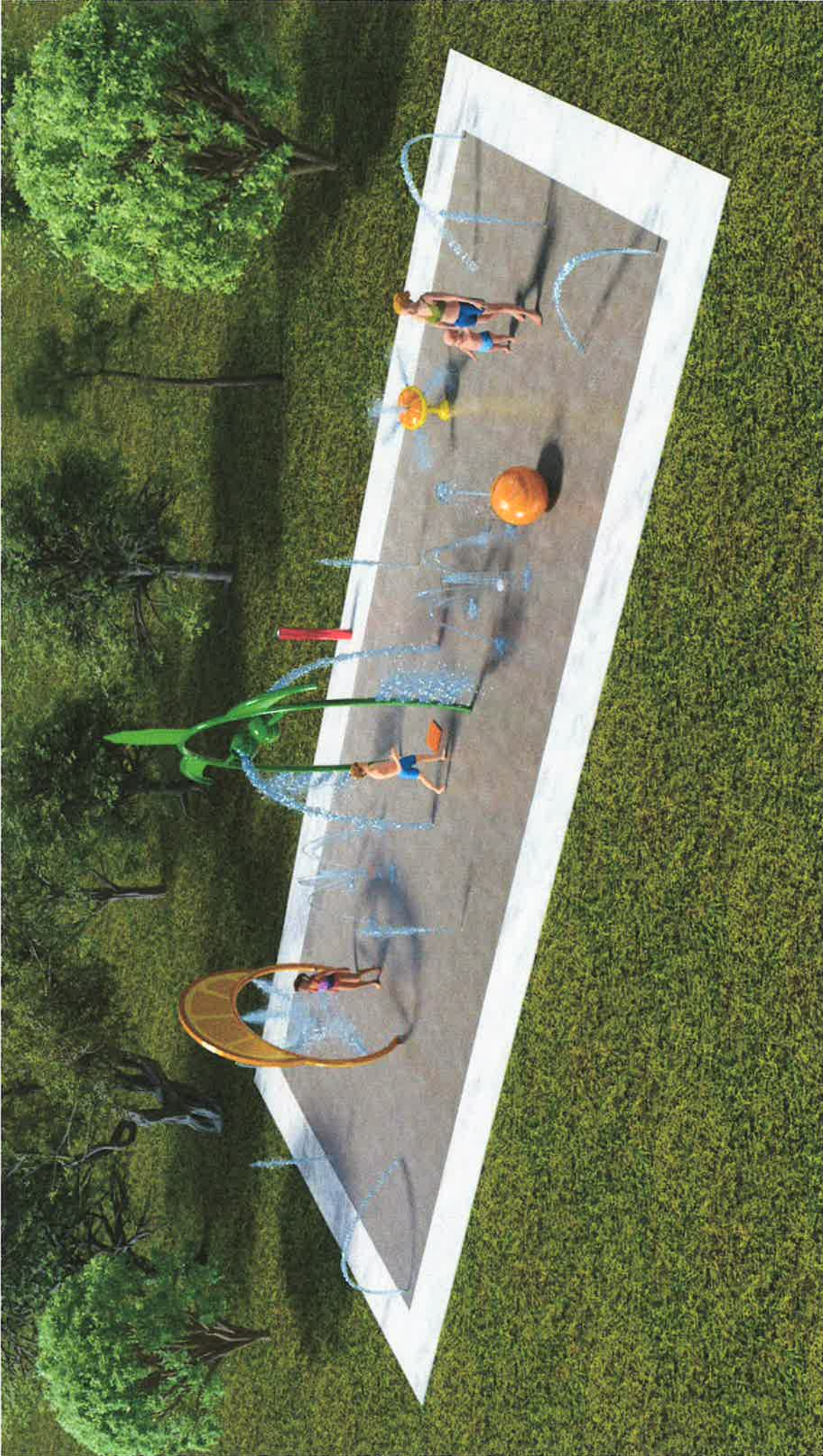














**2024-5740-1**

**Florida - Town of Dundee  
Splash Pad**



**WATER SPLASH  
PROJECT PROPOSAL**

## About Water Splash, Inc.

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Water Splash, Inc. is an innovative water playground equipment manufacturer founded in 2003 by a team of engineers who put their skills at the heart of their enterprise, with an emphasis on continuous product improvement through research and development. Our team has a total of 15 years experience in the design and manufacture of splash park equipment. We provide products for splash pads, spray parks/spray grounds and swimming pools. We have a strong engineering and customer care group that will provide the technical support you need at every stage of your project. Our durable and reliable products come with timely and personalized customer service, and they're factory assembled and tested to reduce your installation costs. Backed by some of the strongest product warranties in the industry and an unparalleled safety record, Water Splash is rapidly becoming the benchmark for top quality splash pad products.

## Key Personnel

**CEO & Project Manager** - Gokhan CELIK / [gcelik@watersplashnet.com](mailto:gcelik@watersplashnet.com)

**Co-Partner & Director of Sales-Design** - Zafer INANC / [zinanc@watersplashnet.com](mailto:zinanc@watersplashnet.com)

**Engineering Manager** - Esad YAVUZ / [eyavuz@watersplashnet.com](mailto:eyavuz@watersplashnet.com)

**Production & Planning Manager** - Veysel RENCBER / [vrencber@watersplashnet.com](mailto:vrencber@watersplashnet.com)

**Construction Manager** - Milan PETROVA / [mpetrova@watersplashnet.com](mailto:mpetrova@watersplashnet.com)

**Aquatic & Mechanical Engineer** - Mehdi MOUSAVI / [mmousavi@watersplashnet.com](mailto:mmousavi@watersplashnet.com)

**Sales Specialist** - Serap ACAR / [sacar@watersplashnet.com](mailto:sacar@watersplashnet.com)

**Customer Service & Accounting** - Maya PETROVA / [mpetrova@watersplashnet.com](mailto:mpetrova@watersplashnet.com)

Our project team has decades of experience in designing, manufacturing, and building spray parks and aquatic facilities, moreover we will continue to design and construct with a Safety First emphasis for this project. Information on our teams experience with Safety and Management is included in the appendix A. A preliminary safety plan can be submitted upon request.

We look forward to working with you.

Gokhan Celik  
Water Splash,  
[gcelik@watersplashnet.com](mailto:gcelik@watersplashnet.com)  
(800) 936-3430





# Project Scope

July 22, 2024

Water Splash offers its expertise in splash park design, manufacturing and installation for your project. Our approach is to work with customer directly and get customer's input for each stage of the project. Therefore, within the first week of project approval, we schedule an online meeting with customer's representatives and our project manager. The goal of this meeting is:

- \* Identify if there is any changes on proposed splash park layout,
- \* Finalize product list and colors for splash park, List each departments and contacts for
- \* Construction Permit / If Required \*Plumbing /Water Permit -Approval / If Required Electrical connection details / Permit if needed

Second stage is our production stage which is around 6-7 weeks. Between production completion and construction start, we will setup an onsite meeting with customer's representative to review final construction plans along with permit application status. After production is completed, our project manager will be onsite to receive all parts and start excavation, setting up anchor bases, placing and leveling products, grounding each product to mechanical room, plumbing each product to manifold lines, backfilling and surface concrete pouring. We will have pressure testing of plumbing connections before concrete is poured in order to make sure pipes withstand working pressure of Splash Park.

Last item is to commission Splash Park to owner by training customer's representative for daily day usage, and maintenance procedures.

Wishing to be a solution partner for your project.



# Water Splash Engineering

Water Splash products are designed and manufactured to meet two basic criteria; fun and safety. Only the finest materials are used in the construction process, to ensure that maximum safeguards are incorporated into every design.



To this end, all manufacturing and tooling takes place in-house, and all products conform to or exceed ASTM F1487, ASTM F2461, SS457 and CSA Z614-07 standards.

Our in-house engineering and manufacturing expertise also provide our customers with another advantage: complete customization, to suit any and all of their needs.



# Thank You

To: Splash Park Evaluation Committee,

Thank you for the opportunity given to submit Water Splash, Inc's unique splash park layout proposal for your community. Water Splash has over 15 years experience in designing, building and installing splash parks throughout the US, Canada, Europe and many other countries. We create your unique splash park design by considering: safety, play value, budget and aesthetics.

Our products are made of durable stainless steel material, which meet or exceed all requirements.

ASTM F-1487, ASTM F2461 (USA)

CSA Z-614-07 (CANADA)

EN 1176 (EU)

AS685 (AU) Electrical Components

European Union directives and standards

We look forward to discussing our proposal with you, ensuring all the special requirements within your community are met beyond satisfaction.

We appreciate your consideration and will always go that extra mile to earn your business.

Kind regards,

Gokhan CELIK

Water Splash

[gcelik@watersplashnet.com](mailto:gcelik@watersplashnet.com)

(800) 936 - 3430

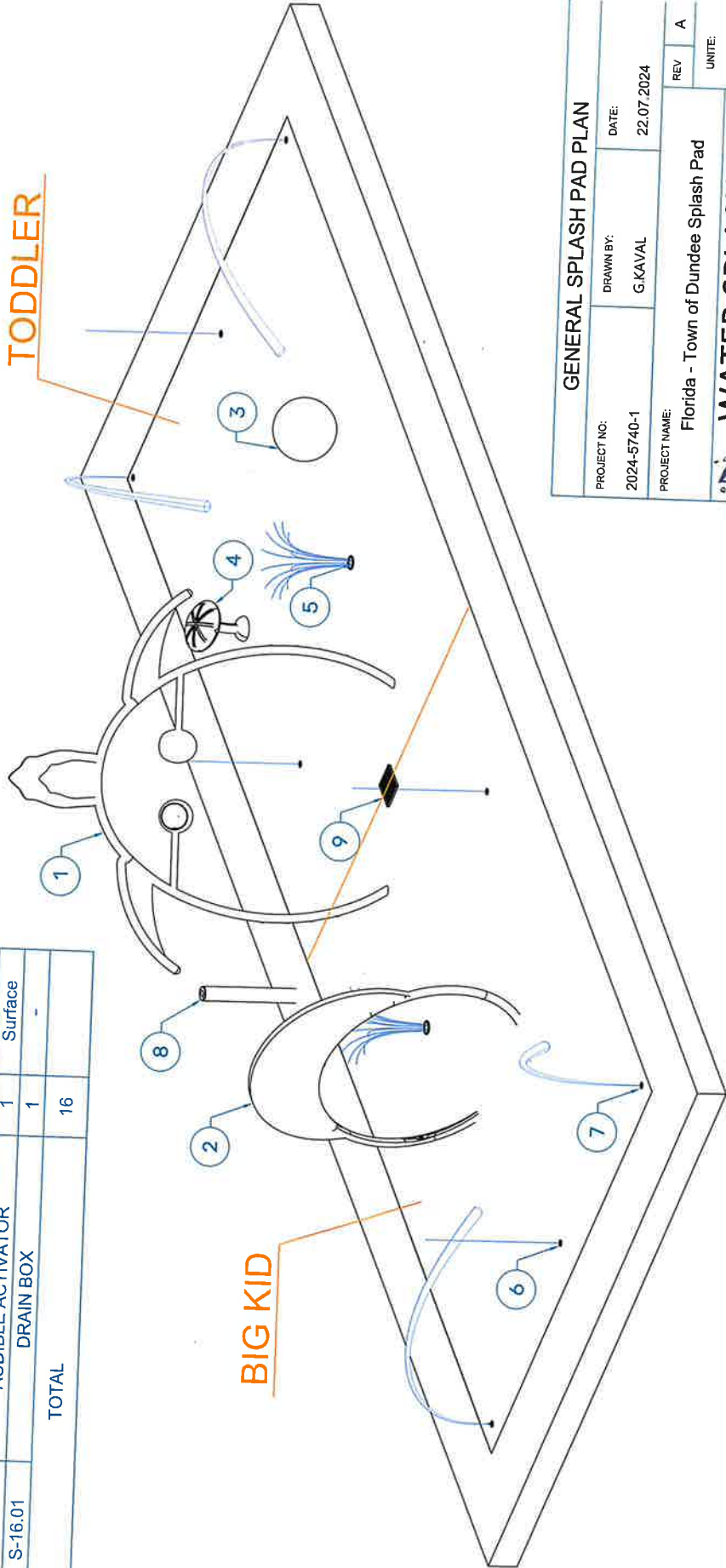


**PRODUCT LIST**

NO	PRODUCT CODE	PRODUCT NAME	QTY	FOOTING TYPE
1	S-06.01	SEA TURTLE	1	-A-
2	S-03.02.34	ORANGE LOOP	1	-A-
3	S-02.09.01	AQUA SPHERE(24)	1	Surface
4	S-02.77	AQUA ORANGE	1	-A-
5	S-05.06.01	AQUA GEYSER	2	-C-
6	S-05.01.04	AQUA JET VERTICAL	4	-D-
7	S-05.01	AQUA JET	4	-D-
8	S-20.14	AUDIBLE ACTIVATOR	1	Surface
9	S-16.01	DRAIN BOX	1	-
TOTAL			16	

**TODDLER**

**BIG KID**



**GENERAL SPLASH PAD PLAN**

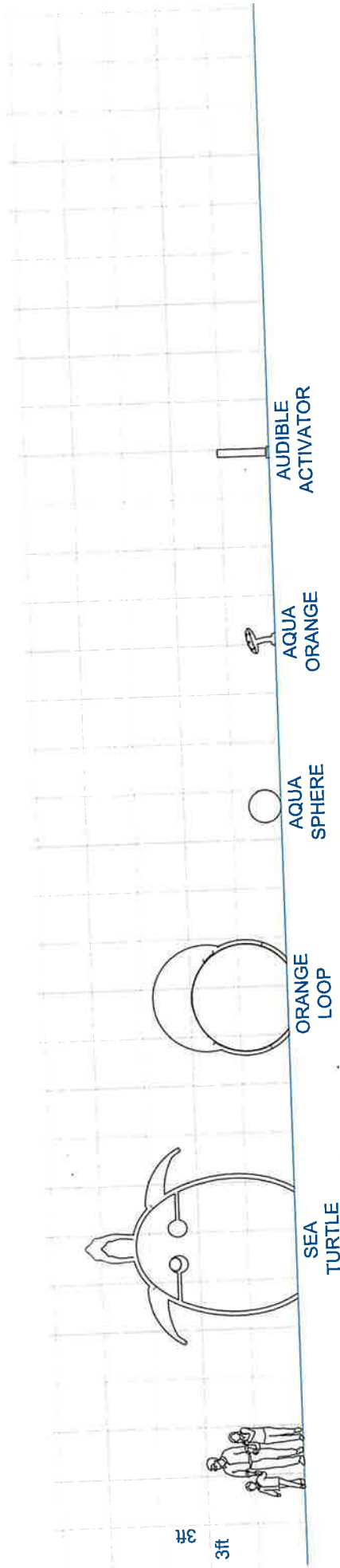
PROJECT NO:	2024-5740-1	DRAWN BY:	G.KAVAL	DATE:	22.07.2024
PROJECT NAME:	Florida - Town of Dundee Splash Pad		REV	A	SHEET

UNIT: FT-INCH

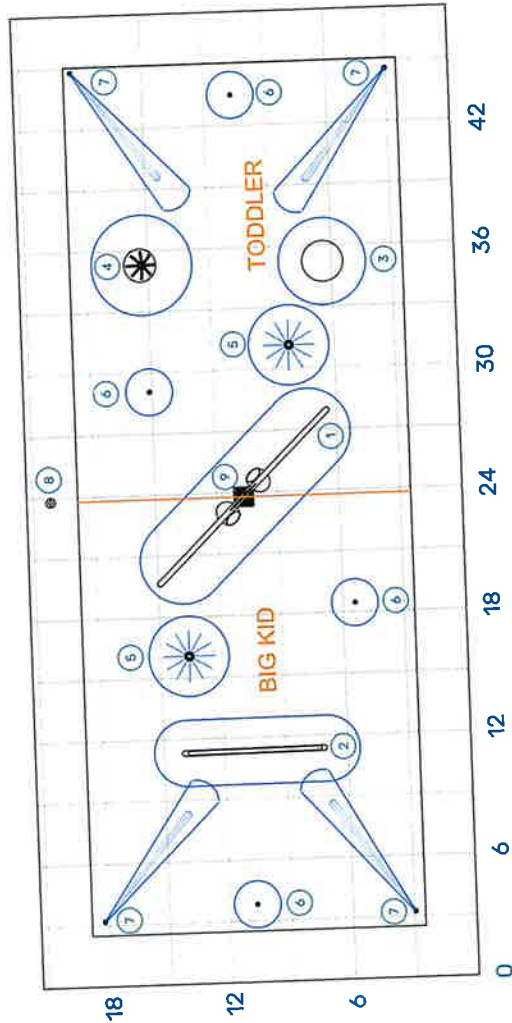
**WATER SPLASH INC.**

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Total Area With 5' Dry Zone 1000 sqft (93m<sup>2</sup>)



PRODUCT LIST			
NO	PRODUCT CODE	PRODUCT NAME	FOOTING TYPE
1	S-06.01	SEA TURTLE	-A-
2	S-03.02.34	ORANGE LOOP	-A-
3	S-02.09.01	AQUA SPHERE(24)	Surface
4	S-02.77	AQUA ORANGE	-A-
5	S-05.06.01	AQUA GEYSER	-C-
6	S-05.01.04	AQUA JET VERTICAL	-D-
7	S-05.01	AQUA JET	-D-
8	S-20.14	AUDIBLE ACTIVATOR	Surface
9	S-16.01	DRAIN BOX	-
TOTAL		16	

**GENERAL SPLASH PAD PLAN**

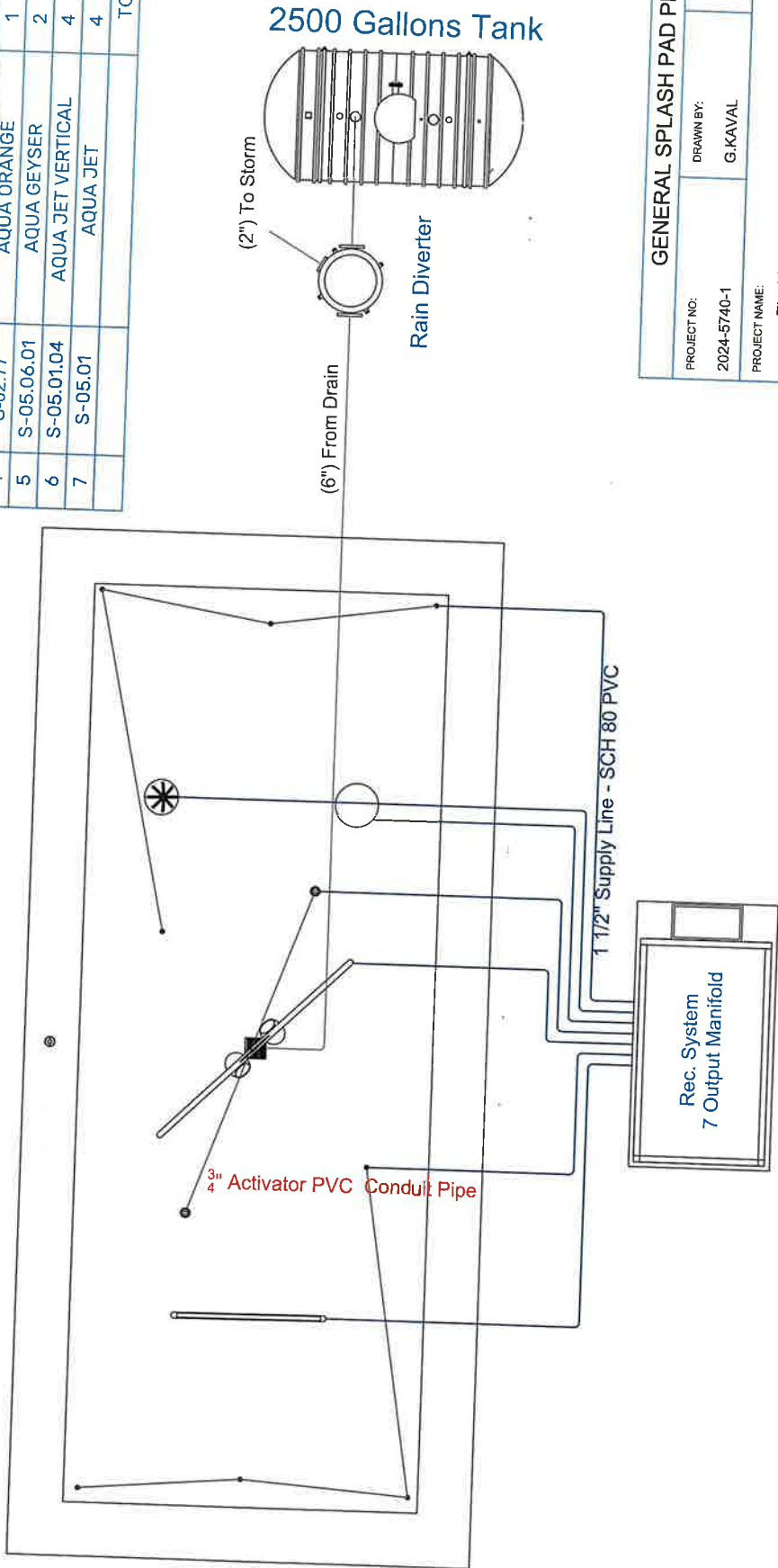
PROJECT NO: 2024-5740-1      DRAWN BY: G.KAVAL      DATE: 22.07.2024

PROJECT NAME: Florida - Town of Dundee Splash Pad

**WATER SPLASH INC.**  
THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS OR USED TO FABRICATE OR CONSTRUCT WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH INC.

REV: A      UNIT: FT-INCH      SHEET:

PRODUCT LIST				
NO	PRODUCT CODE	PRODUCT NAME	QTY	TOTAL GPM
1	S-06.01	SEA TURTLE	1	10
2	S-03.02.34	ORANGE LOOP	1	10
3	S-02.09.01	AQUA SPHERE(24)	1	5
4	S-02.77	AQUA ORANGE	1	7
5	S-05.06.01	AQUA GEYSER	2	5
6	S-05.01.04	AQUA JET VERTICAL	4	3
7	S-05.01	AQUA JET	4	3
TOTAL			66	66



**GENERAL SPLASH PAD PLAN**

PROJECT NO: 2024-5740-1      DRAWN BY: G.KAVAL      DATE: 22.07.2024

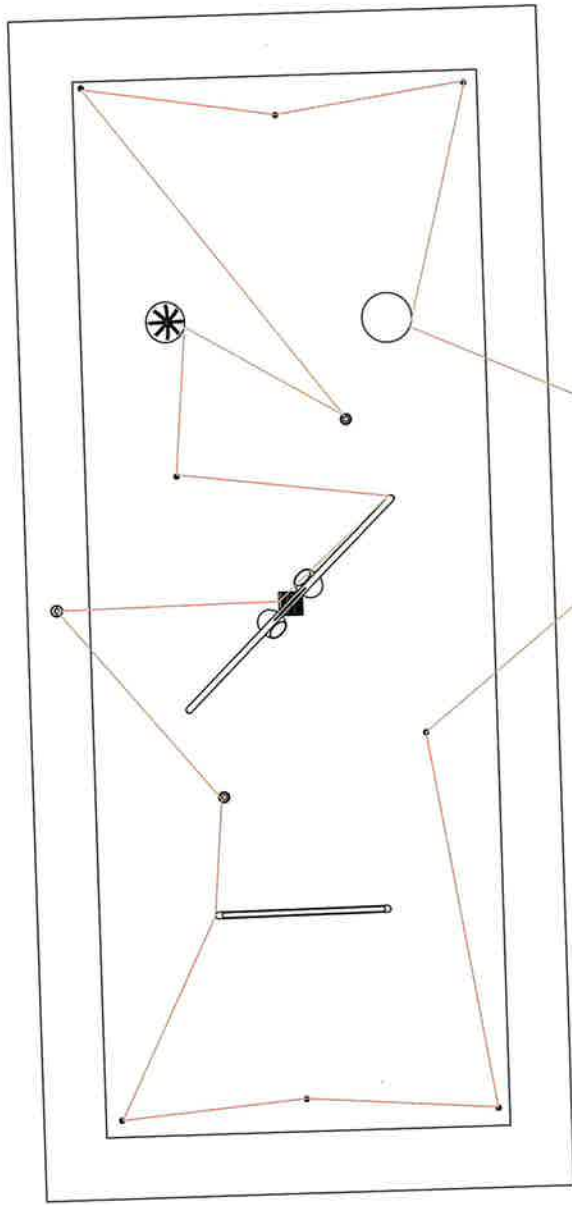
PROJECT NAME: Florida - Town of Dundee Splash Pad

REV: A      UNITE: FT-INCH

**WATER SPLASH INC.**  
THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. IT IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH INC.

SHEET: \_\_\_\_\_

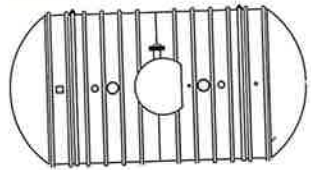
Item 3.



Grounding Stick



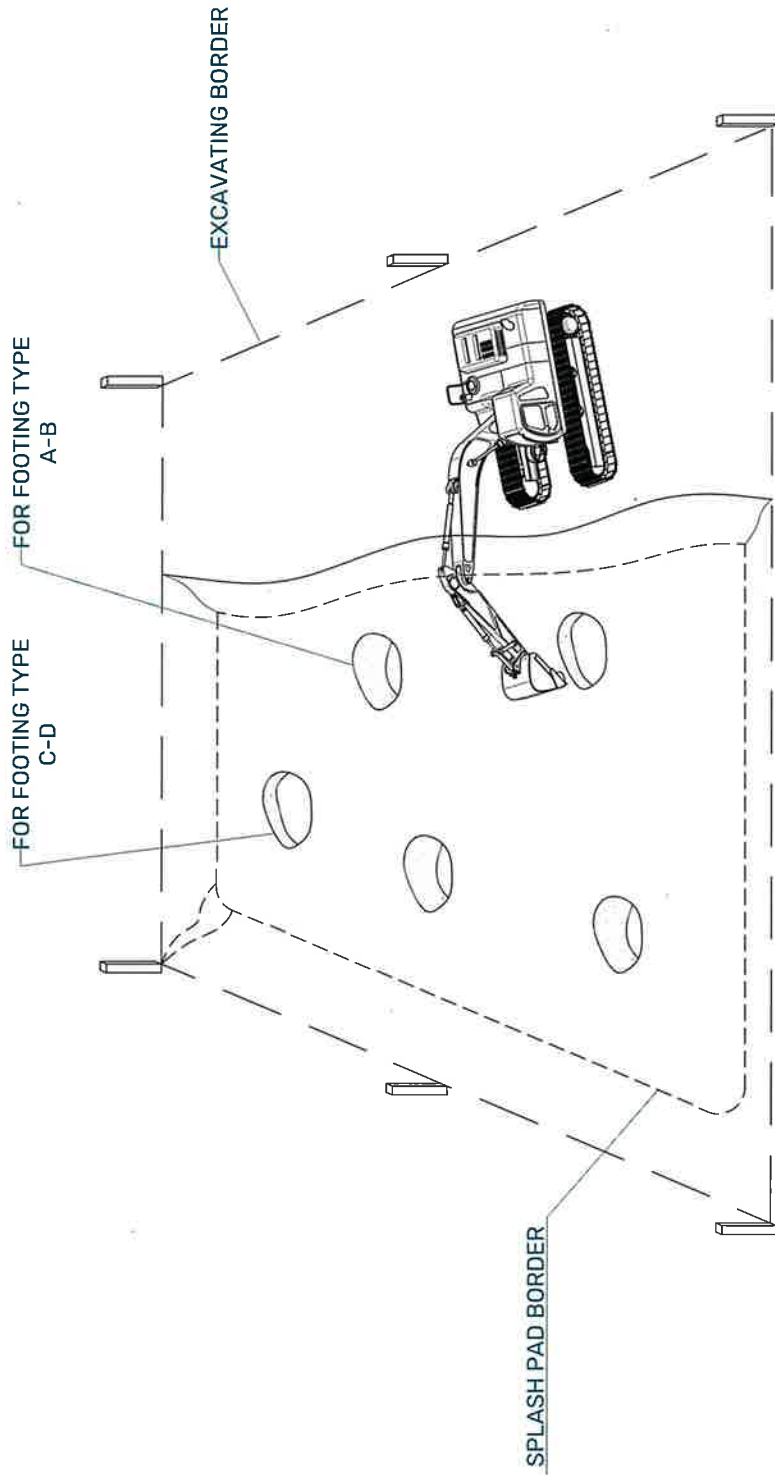
2500 Gallons Tank




Rain Diverter

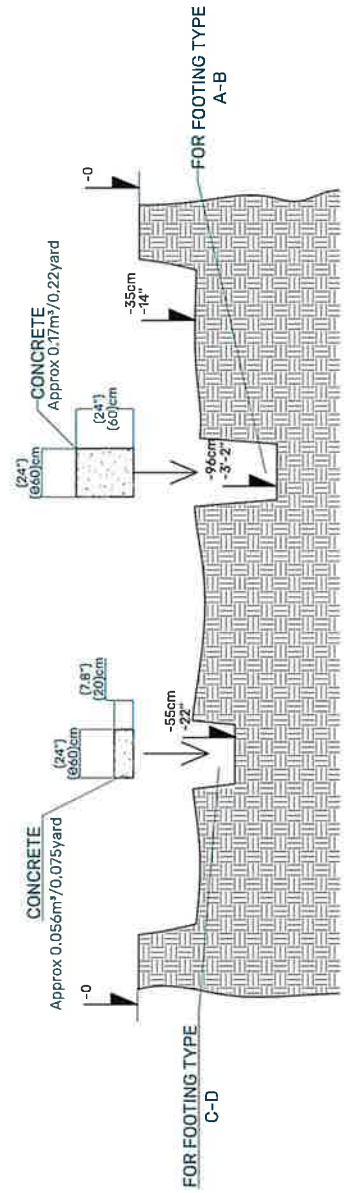
GENERAL SPLASH PAD PLAN			
PROJECT NO: 2024-5740-1	DRAWN BY: G.KAVAL	DATE: 22.07.2024	REV: A
PROJECT NAME: Florida - Town of Dundee Splash Pad		UNITE: FT-INCH	SHEET:
 <b>WATER SPLASH INC.</b> <small>THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH MATERIALS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH.</small>			

Item 3.



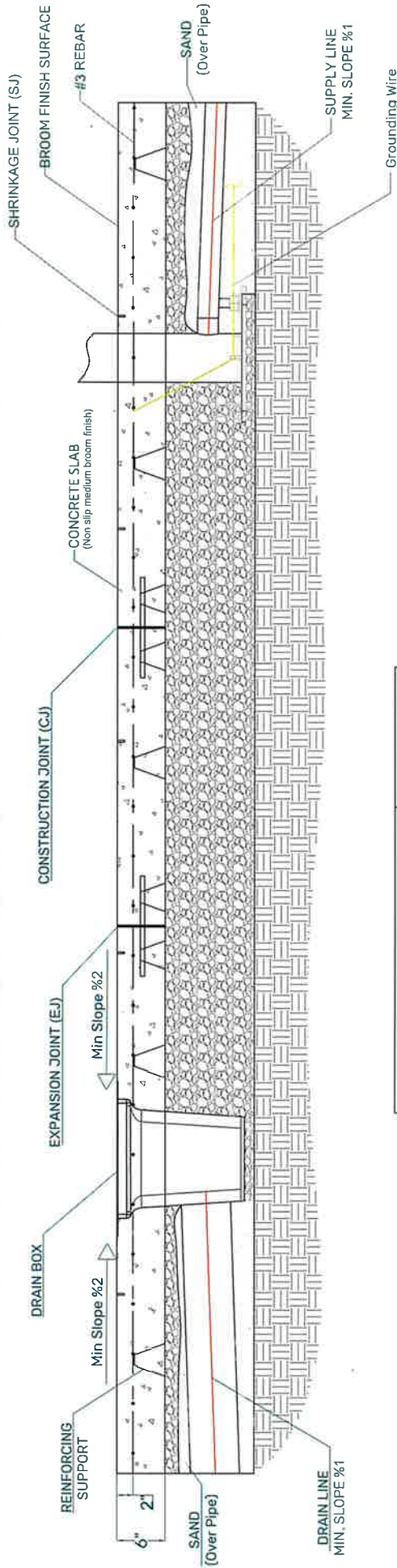
Florida - Town of Dundee Splash Pad Product: Concrete	Approx. Amount: 1.2 m <sup>3</sup> 1.5 yard <sup>3</sup>
--	--

<b>GENERAL SPLASH PAD EXCAVATION</b>	
PROJECT NO: 2024-5740-1	DATE: 22.07.2024
DRAWN BY: G.KAVAL	
PROJECT NAME: Florida - Town of Dundee Splash Pad	
 <b>WATER SPLASH INC.</b> <small>THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH</small>	
REV A	UNITE: FT-INCH SHEET:



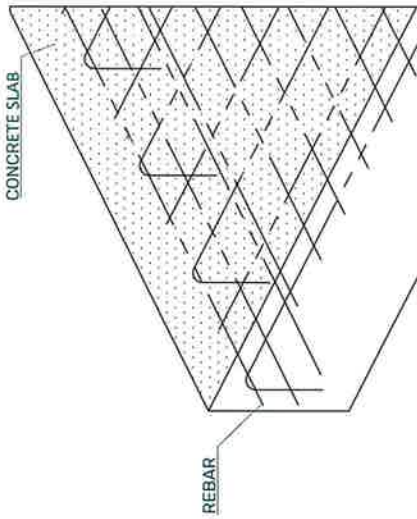
Item 3.





	Approx. Amount
SURFACE CONCRETE	13.95 m <sup>3</sup> 18.2 yard <sup>3</sup>
COMPACTED GRAVEL AND SAND	16.2 m <sup>3</sup> 21.1 yard <sup>3</sup>

Florida - Town of Dundee Splash Pad  
Total Area 1000 sqft (93m<sup>2</sup>)



**GENERAL SPLASH PAD CONCRETE DETAIL**

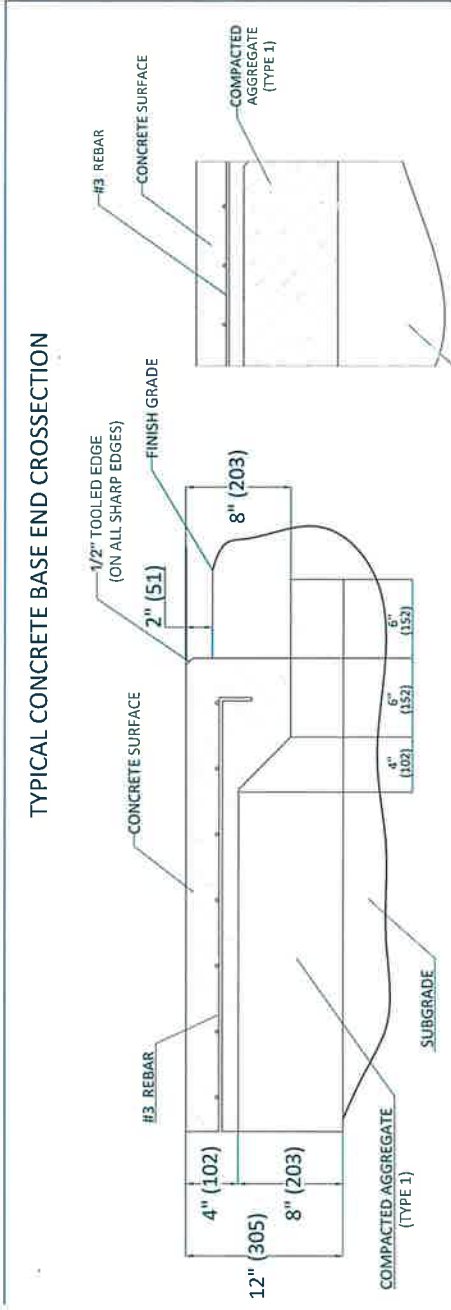
PROJECT NO: 2024-5740-1  
DRAWN BY: G.KAVAL  
DATE: 22.07.2024

PROJECT NAME: Florida - Town of Dundee Splash Pad

REV: A  
UNITE:

FT-INCH SHEET:

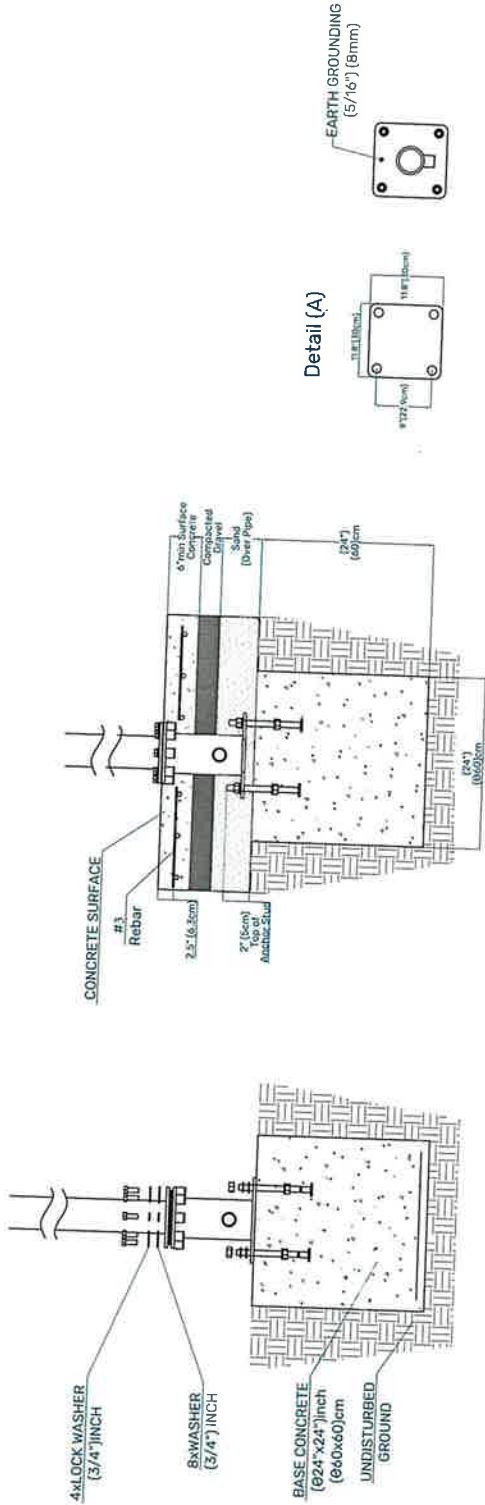
**WATER SPLASH INC.**  
THE ONLY WATER SPLASH CONTRACTOR IN FLORIDA  
ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH



Item 3.

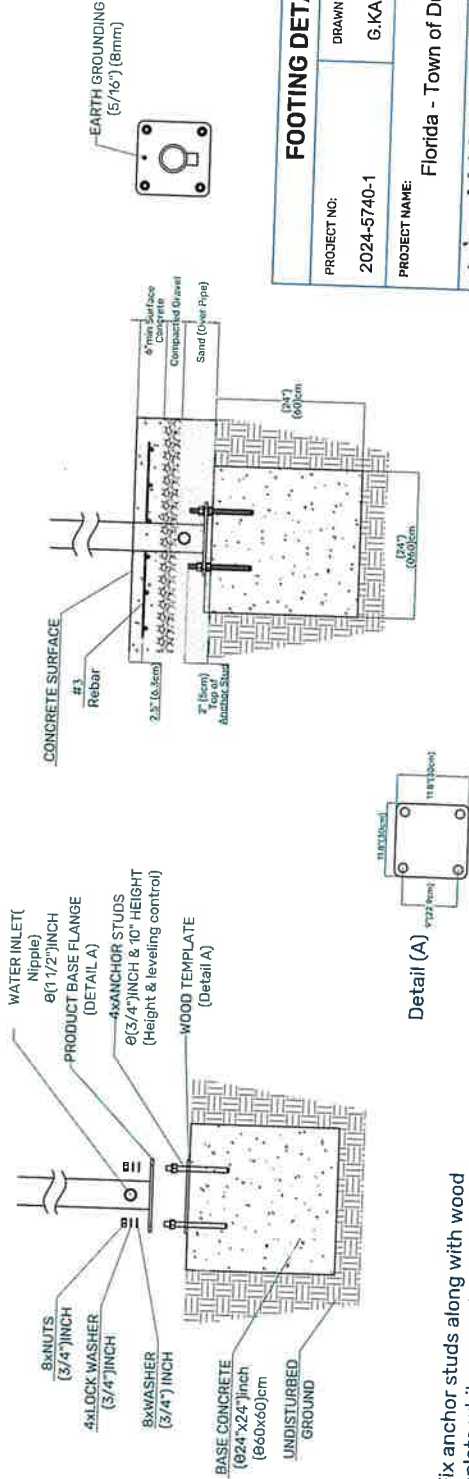
113

**FOOTING DETAIL TYPE-A**



Detail (A)

**FOOTING DETAIL TYPE-B**



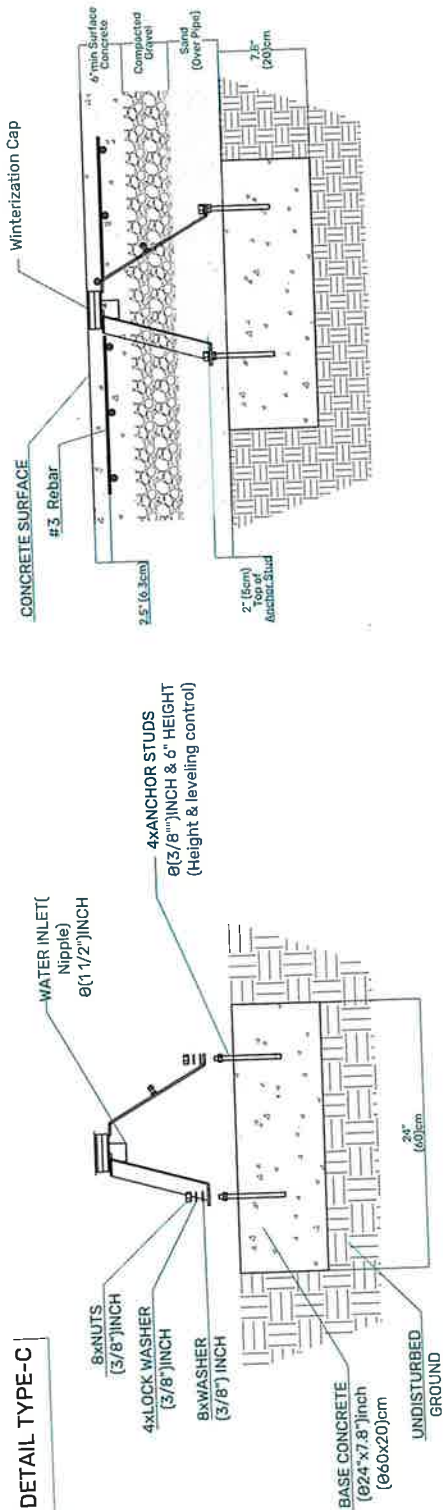
Detail (A)

1- Fix anchor studs along with wood template while concrete is wet as shown.

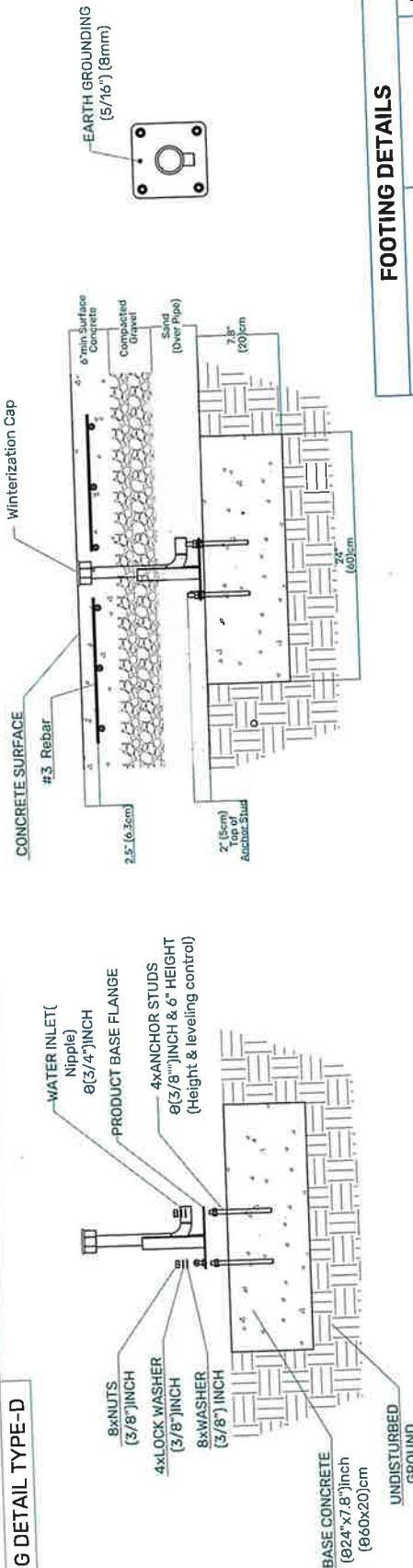
**FOOTING DETAILS**

PROJECT NO:	2024-5740-1	DRAWN BY:	G.KAVAL	DATE:	22.07.2024	
PROJECT NAME:	Florida - Town of Dundee Splash Pad					
 <b>WATER SPLASH INC.</b> <small>THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO PROMOTE OR ADVERTISE ANY OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH INC.</small>					REV	A
					UNIT:	Inch
SHEET:						

**FOOTING DETAIL TYPE-C**




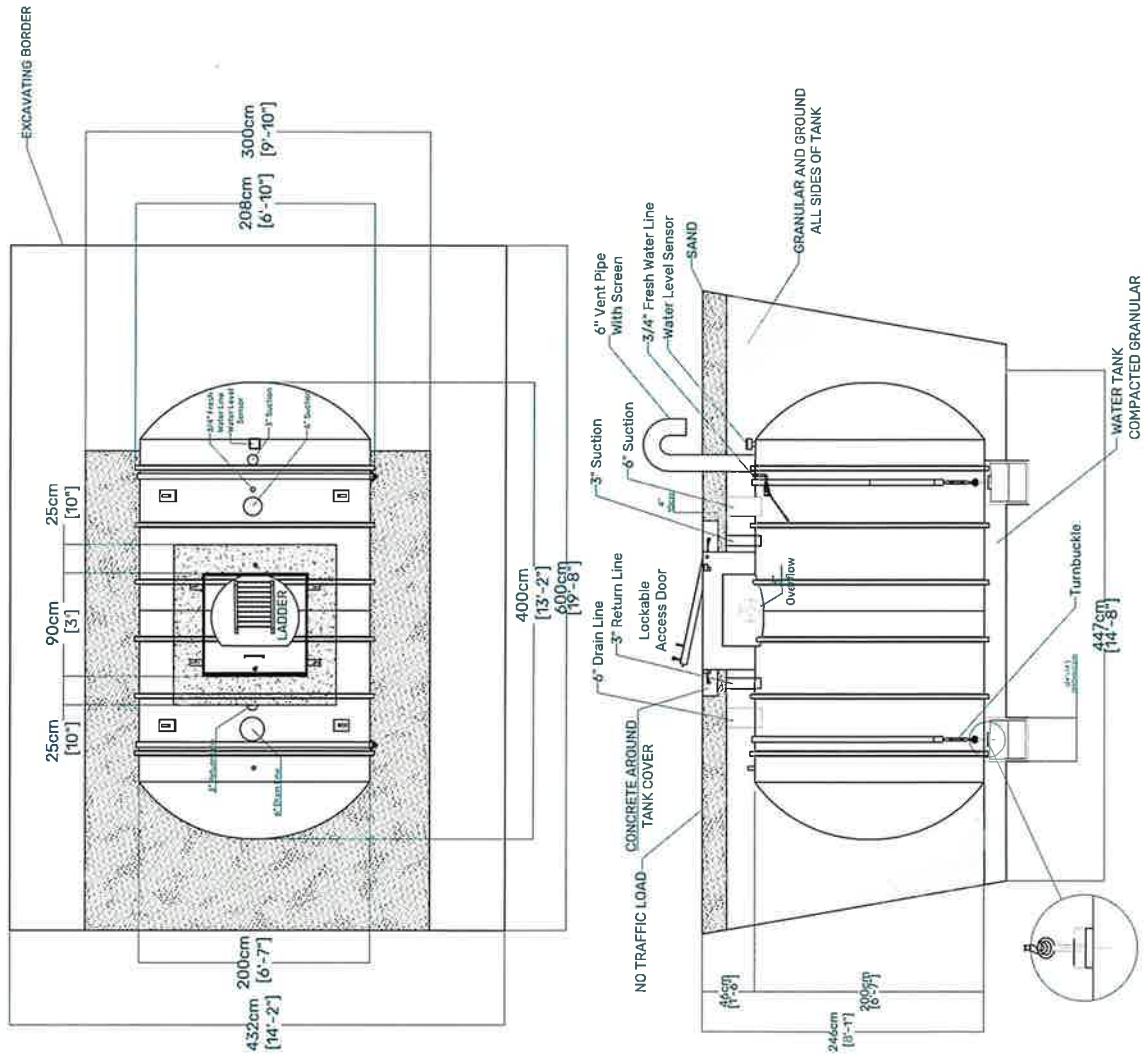
**FOOTING DETAIL TYPE-D**



1- Anchors to be drilled after concrete poured. (Use epoxy for anchor)

**FOOTING DETAILS**

PROJECT NO: 2024-5740-1	DRAWN BY: G.KAVAL	DATE: 22.07.2024
PROJECT NAME: Florida - Town of Dundee Splash Pad		REV: A
UNIT: FT-INCH		SHEET:
 <b>WATER SPLASH INC.</b> <small>THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH INC.</small>		

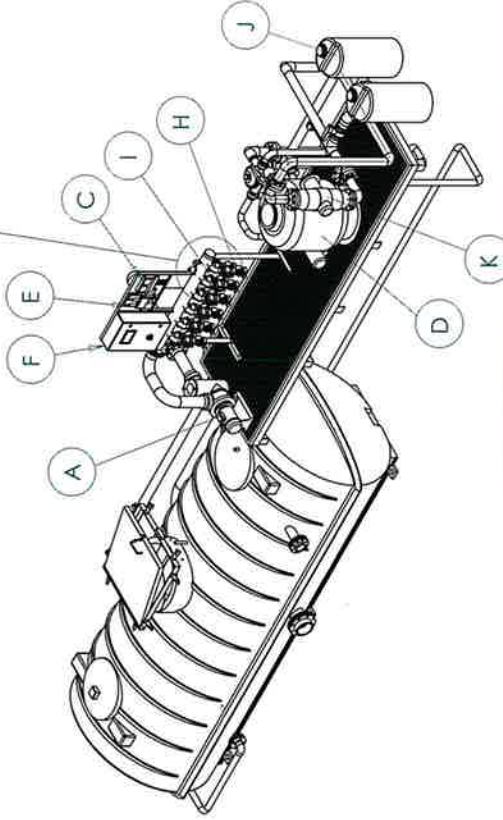
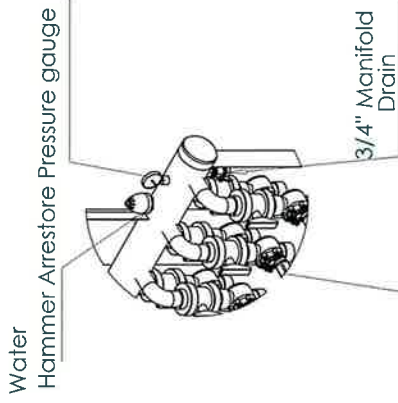
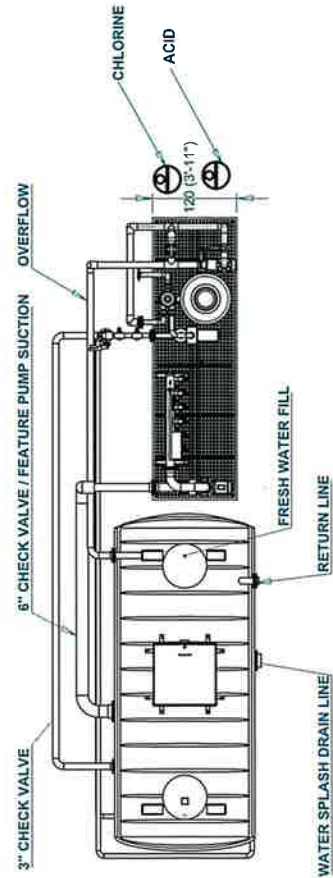
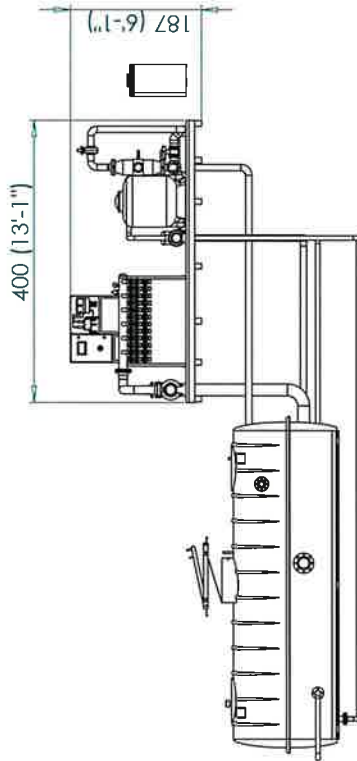


<b>IN GENERAL / WATER TANK</b>			
PROJECT NO:	DRAWN BY:	DATE:	
IN GENERAL	E.YAVUZ	12-11-2022	
2500 GALLONS TANK			REV A
<b>WATER SPLASH INC.</b>			UNITE: FT-INCH
THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH			SHEET:

Item 3.

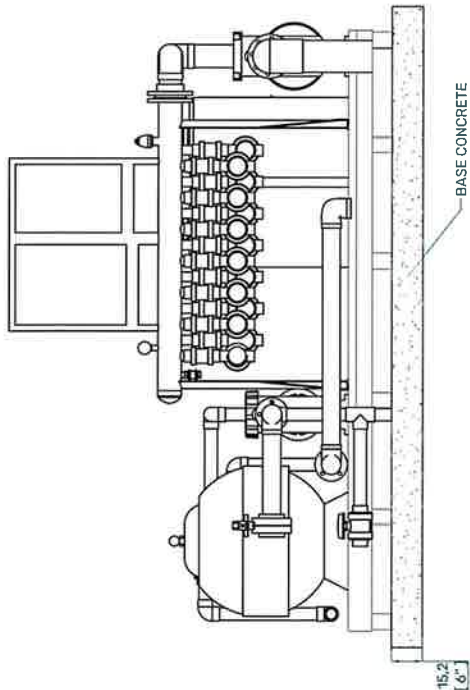
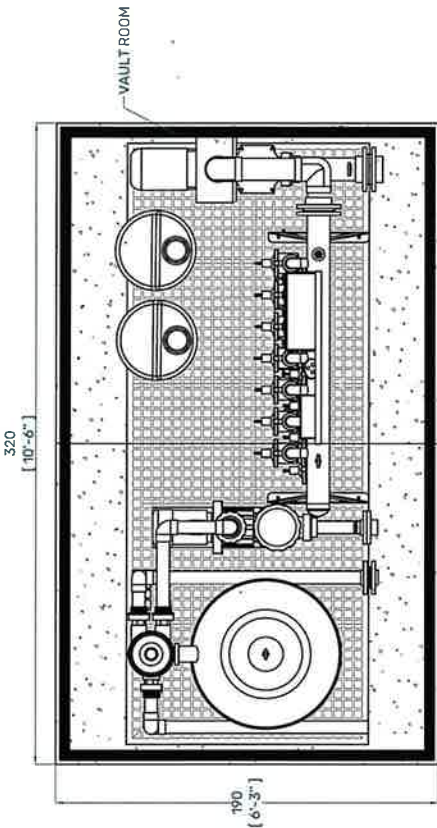
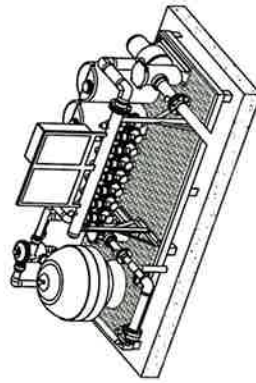
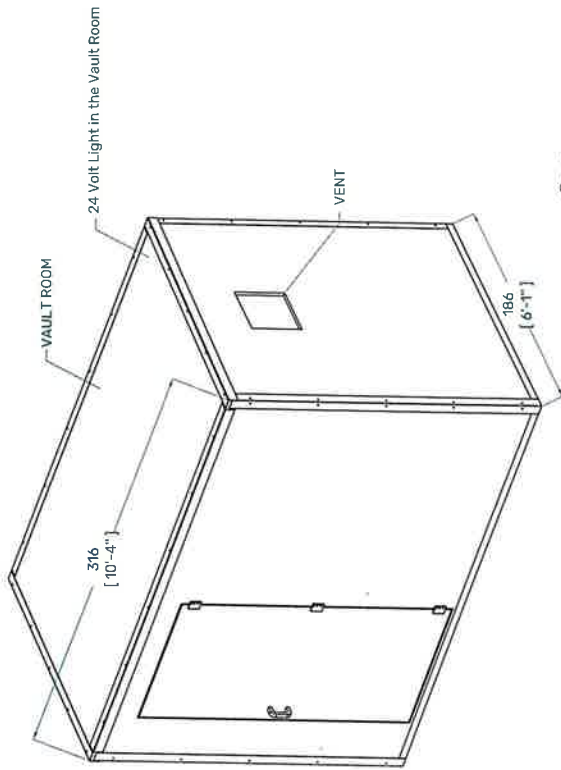


COMPONENT LIST			
ITEM NO	COMPONENT	MODEL	QTY
A	FEATURE PUMP	HAYWARD HCP55 (5.5hp)	1
B	RECIRCULATION PUMP	HAYWARD Tristar HCP20153 (1.5hp)	1
C	CHEMICAL FEED PUMP	STENNER 45MP3	2
D	SAND FILTER	HAYWARD HCF236 - 36"DIA	1
E	CHEMICAL CONTROL PANEL	HAYWARD CAT-2000	1
F	ELECTRIC CONTROL PANEL	WATER SPLASH INC.	1
G	FLOW METER	BLUE-WHITE F-300	1
H	SELONOID VALVES	RAIN BIRD	7
I	BALL VALVES	-	7
J	CHEMICAL TANKS	26 GALLON EACH	2
K	UV system (OPTIONAL)	AQUJFY AUV-106-03	1




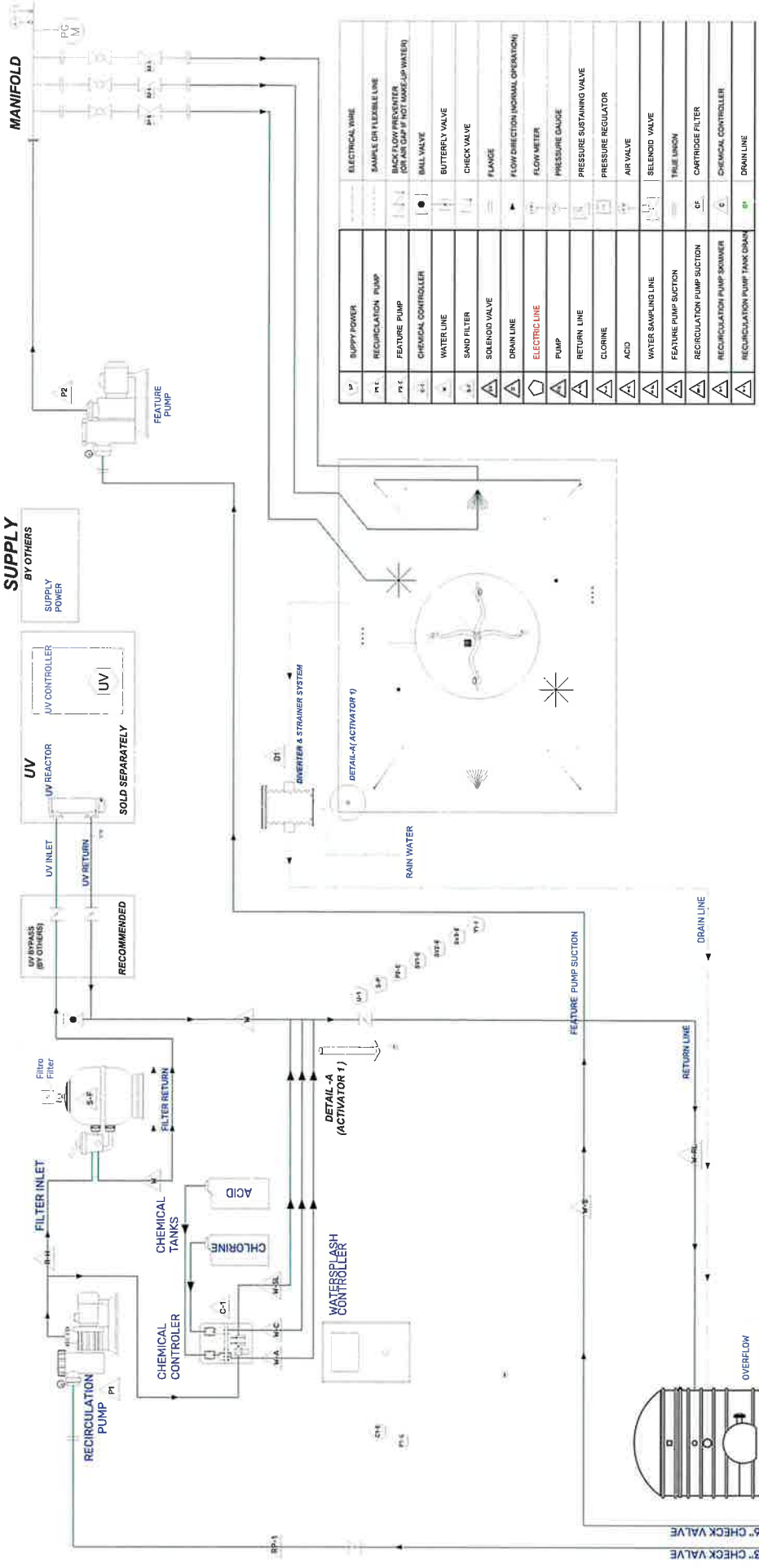
<b>REC. SYSTEM AND TANK CONNECTION</b>	
PROJECT NO: IN GENERAL	DATE: E. YAVUZ
PROJECT NAME:	
REV: A	UNITE: FT-INCH
SHEET: WATER SPLASH INC. THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH.	

Item 3.



VAULT ROOM BASE CONCRETE  
 (190 x 320 x 15.2 cm) (10'-6" x 6'-3" x 6")  
 1.2 yard

<b>REC. SYSTEM ABOVE GROUND VAULT</b>			
PROJECT NO:	DRAWN BY:	DATE:	REV: A
IN GENERAL	E. YAVUZ		UNITE: FT-INCH
PROJECT NAME:			SHEET:
 <b>WATER SPLASH INC.</b> <small>THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPRESS CONSENT OF WATER SPLASH</small>			



**IN GENERAL / REC. SYSTEM**

PROJECT NO: IN GENERAL      DRAWN BY: E.YAYUZ      DATE:

REV: A      UNITS: FT-INCH

**REC. SYSTEM DETAILS**

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**NOTES:**

- 1-Features pump is electrical interlink with:
  - a) UV system (when UV alarm is on feature pump is off)
  - b) Recirculation pump (when recirculation pump is off features pump is off)
  - c) Chemical controller (when treated water quality alarm is on, feature pump is off)
- 2-Recirculation system will work 24 hours a day

# PROPOSED SCHEDULE

## CONSTRUCTION - SPLASH PARK / RECIRCULATION SYSTEM

Construction Steps	Weeks													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Order Received														
Production Start/Finish														
Permit and Construction Start														
Construction area fencing														
Excavation / 14" depth all area														
Anchor Base Concrete Pour														
Drain Box Installation														
Storage Tank Installation														
Securing Products on Concrete Bases														
Securing Manifold on Concrete Base														
Plumbing Connecting / Products to Manifold														
Plumbing / Connecting Manifold to Water Source														
Plumbing / Drain Box connection														
Pressure Testing														
Grounding														
Main Power Inlet to Control Panel														
Gravel, compacting and Leveling														
Pressure Testing														
Concrete Pour - non-slip colored concrete														
New sidewalk to the splash pad to the restroom and the already existing playground.														
Final Repairs - Concrete / Fine Tuning														
Final Test and Training														



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(800) 936-3430

Item 3.

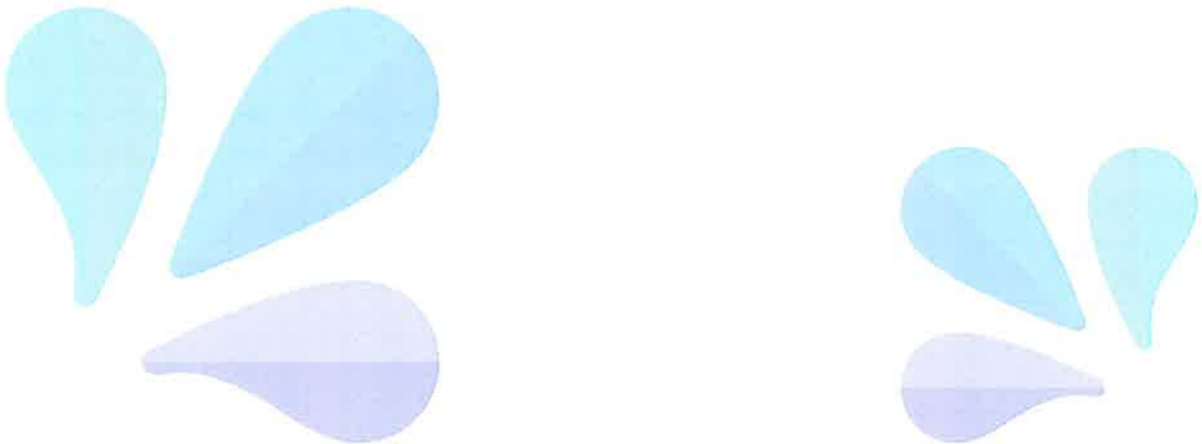


# Technical Product Specifications

## Our Design Includes Products listed below

NO	Products	Description	Qty
1	Spray Elements	Above Ground	4
		In Ground	10
2	Manifold	7 outputs	1
3	Activator Sensor	Above Ground	1
4	Drain Box	12" x 12"	1
5	Water Recirculation System	In enclosure with UV filter	1
6	Water Storage Tank	2500 gallons	2
7	Water Wise Controller	Water Splash Inc.	1

- All metal products are made of 304/304L stainless steel material
- Nozzles, water openings and sprayers are made of stainless steel material.
- Water Splash provides special tamper-resistant tools. All products are offered with winter caps.
- The painted finish of all equipment is a high-quality, UV resistance. powder coating of oven-cured glossy polyester, with stabilizers and chlorinated water resistance.
- Spray nozzles are recessed, welding marks are invisible (buffed and polished) and equipment is pressure tested for leakage.
- Products comply with the ADA (Americans with Disabilities Act) and CDA (Canadians with Disabilities Act).



# SEA TURTLE BUCKETS S-06.01



High action

<b>Flow Rate</b>	10-15 gpm - 37-50 lpm	<b>Material Detail</b>	<b>Coating / Graphic Design</b>
<b>Pressure</b>	8-15 psi - 1.25-1.7 bar	Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel and glass reinforced polyester material with brass nozzles	UV and chemical resistant, oven cured, polyester powder coating. UV and chemical resistant, commercial grade epoxy coated spray paint
<b>Height</b>	155.5" - 395 cm		<b>Pipe Diameter</b> ø3" - ø90 mm
<b>Length</b>	-		<b>Add-in Options</b>
<b>Width</b>	145" - 368 cm	<b>Play Zones</b>	<b>To</b> Removable
<b>Spray Zone</b>	ø162" - ø412 cm	Toddler <b>Family</b> Dynamic	

# ORANGE LOOP S-03.02.34




<b>Flow Rate</b>	10-14 gpm - 36-53 lpm	<b>Material Detail</b> Commercial, non corrosive, chemical resistant 304/304L quality stainless steel and glass reinforced polyester material with brass nozzles	<b>Coating / Graphic Design</b> UV and chemical resistant, oven cured, polyester powder coating. UV and chemical resistant, commercial grade epoxy coated spray paint.
<b>Pressure</b>	8-14 psi - 0.5-1 bar		
<b>Height</b>	117" - 297 cm		
<b>Length</b>	-		
<b>Width</b>	85" - 216 cm ø	<b>Play Zones</b>	<b>Pipe Diameter</b> ø3" - ø90 mm
<b>Spray Zone</b>	100" - ø254 cm	Toddler <b>Family</b> Dynamic	<b>Add-in Options</b>
			<b>To</b> Removable

# AQUA ORANGE S-02.77



<b>Flow Rate</b>	8-14 gpm - 30-53 lpm
<b>Pressure</b>	8-15 psi - 0.5-1 bar
<b>Height</b>	22" - 56 cm
<b>Length</b>	-
<b>Width</b>	19.6" - 50 cm
<b>Spray Zone</b>	ø 60" - ø 152 cm

<b>Material detail</b>	Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel construction with brass nozzle
<b>Play Zones</b>	Toddler    Family    Dynamic

<b>Coating / Graphic Design</b>	UV and chemical resistant, oven cured, polyester powder coating
<b>Pipe Diameter</b>	ø4" - ø115 mm
<b>Add-In Options</b>	 Removable

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# AQUA SPHERE I S-02.09.01





<b>Flow Rate</b>	5-7 gpm - 19-26 lpm	<b>Material Detail</b> Commercial grade, non corrosive, UV and chemical resistant, glass reinforced polyester material with brass nozzle	<b>Coating / Graphic Design</b>
<b>Pressure</b>	4-6 psi - 0.3-0.6 bar		UV and chemical resistant, commercial grade epoxy coated spray paint
<b>Height</b>	24" - 60 cm		<b>Pipe Diameter</b>
<b>Length</b>	-		<b>Add-in Options</b>
<b>Width</b>	24" - 60 cm	<b>Play Zones</b>	 Removable
<b>Spray Zone</b>	ø35.4" - ø90 cm	<b>Toddler</b> <b>Family</b> <i>Dynamic</i>	

# AQUA JET S-05.01

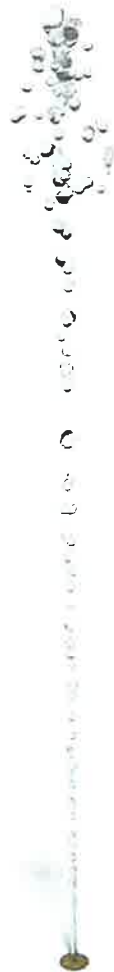




<b>Flow Rate</b>	3-4 gpm- 11-15 lpm
<b>Pressure</b>	4-6 psi - 0.3-0.8 bar
<b>Height</b>	-
<b>Width</b>	-
<b>Spray Zone</b>	ø50" - ø127cm

<b>Material Detail</b>
Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel construction with brass directional nozzle
<b>Play Zones</b>
Toddler    Family    Dynamic

<b>Coating / Graphic Design</b>
<b>Add-in Options</b>
 
Led Lighting    Removable

# AQUA JET VERTICAL S-05.01.04



<b>Flow Rate</b>	3-4 gpm- 11-15 lpm	<b>Material Detail</b>	<b>Coating / Graphic Design</b>
<b>Pressure</b>	4-6 psi - 0.3-0.8 bar	Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel construction with brass directional nozzle	
<b>Height</b>	-		
<b>Width</b>	-	<b>Play Zones</b>	<b>Add-in Options</b>
<b>Spray Zone</b>	ø50" - ø127cm	Toddler Family Dynamic	 Led Lighting  Removable

# AQUA GEYSER S-05.06.01

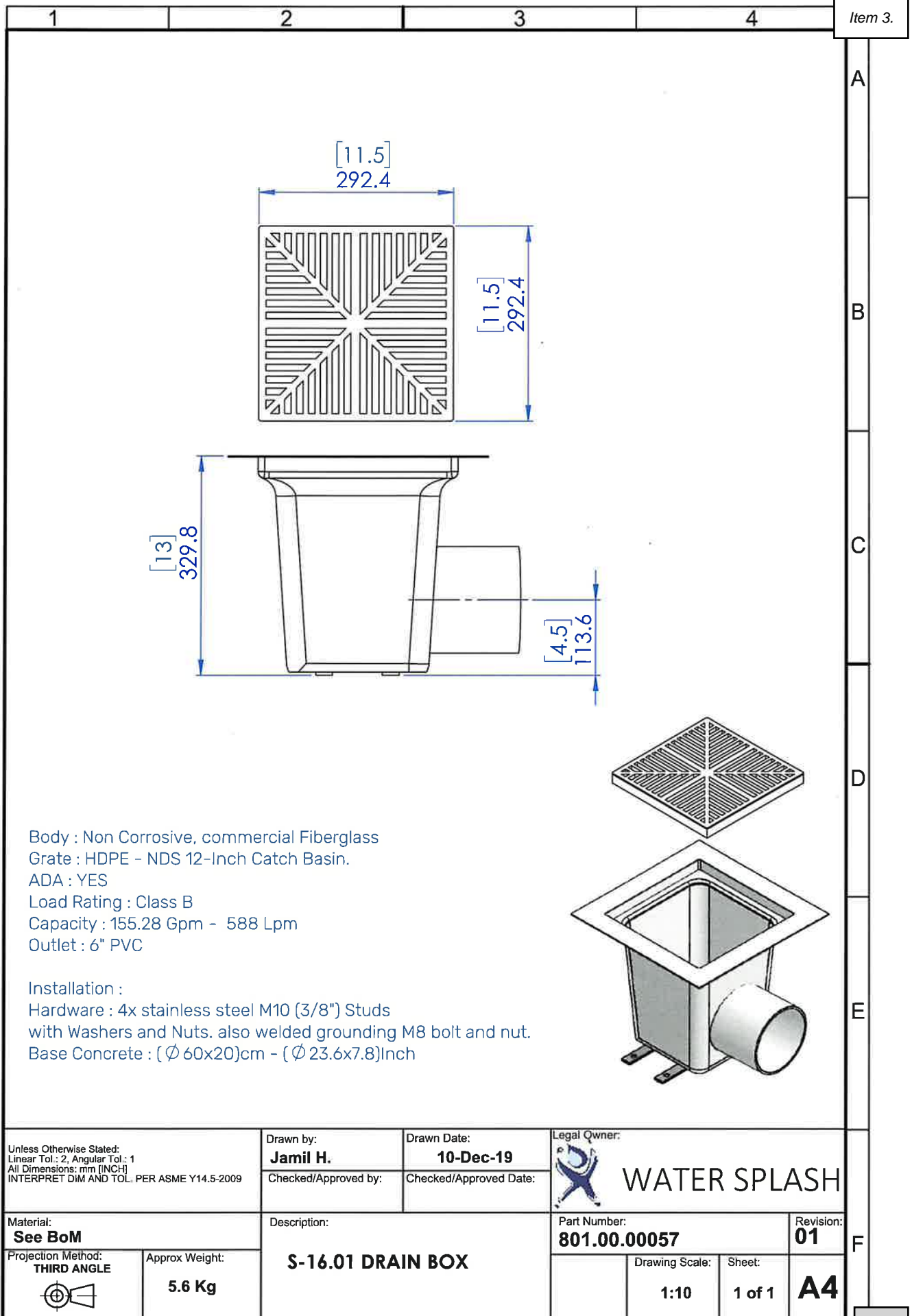


<b>Flow Rate</b>	5-7 gpm - 19-26 lpm	<b>Material Detail</b>	<b>Coating / Graphic Design</b>
<b>Pressure</b>	4-6 psi - 0.3-0.4 bar	Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel construction with brass nozzle	
<b>Height</b>	-		<b>Add-in Options</b>
<b>Width</b>	-	<b>Play Zones</b>	  Led lighting Removable
<b>Spray Zone</b>	ø60" - ø152 cm	<b>Toddler Family Dynamic</b>	

# LED ACTIVATOR SENSOR S-20.14

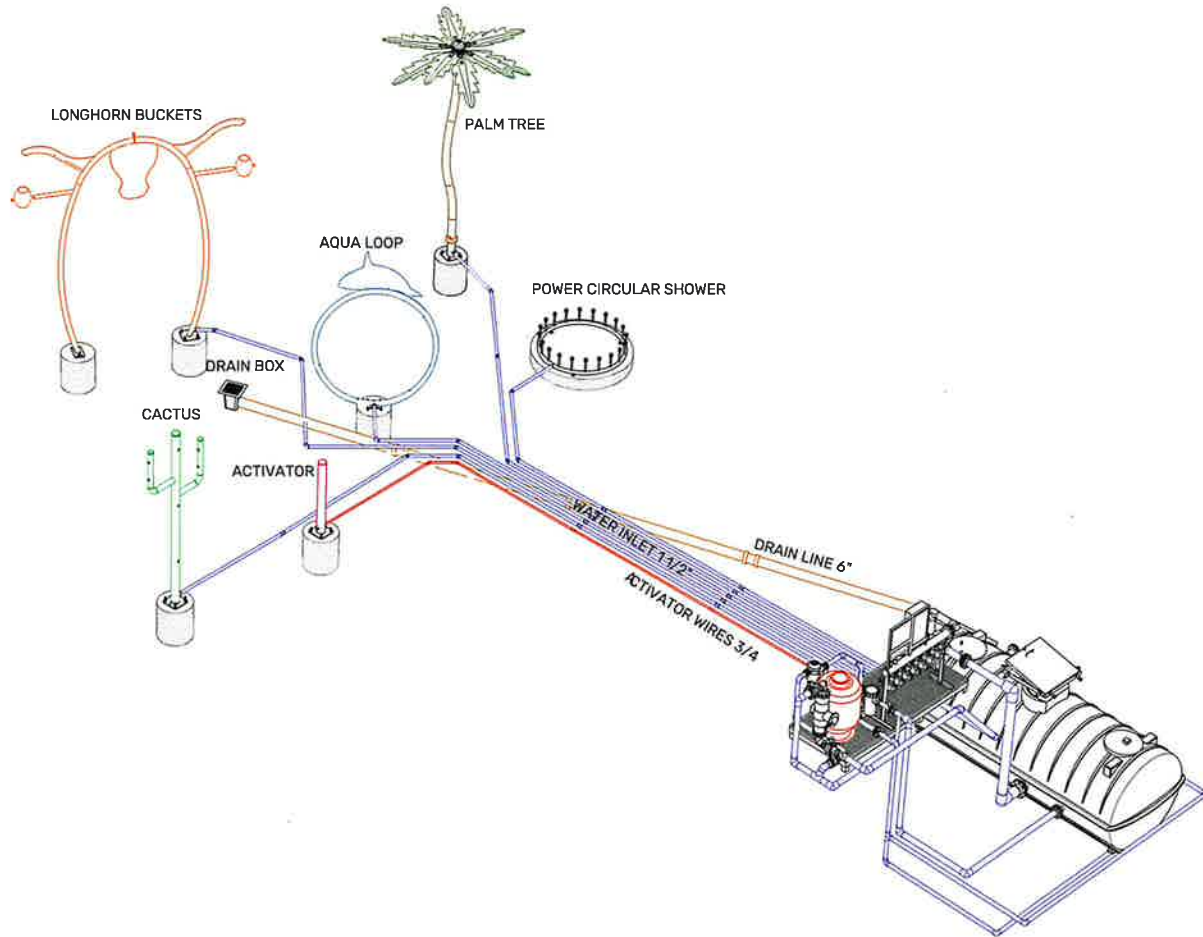


<b>Flow Rate</b>	-	<b>Material Detail</b> Commercial, non corrosive, chemical resistant 304/304L quality Stainless steel construction	<b>Coating / Graphic Design</b>	
<b>Pressure</b>	-		UV and chemical resistant, oven cured, polyester powder coating	
<b>Height</b>	51" - 130 cm		<b>Pipe Diameter</b>	ø5" - ø140mm
<b>Length</b>	-		<b>Add-in Options</b>	
<b>Width</b>	-		<b>10</b> Removable	
<b>Spray Zone</b>	-		<b>Play Zones</b>	
		Toddler <b>Family</b> Dynamic		





# RECIRCULATION SYSTEM



Splash park with Water Re-Capture system, re-uses water utilized at splash park by filtration and sanitizing constantly. This system is similar to swimming pool water sanitization system. Engineered to meet state / provincial health codes for swimming to pool/splash pads.

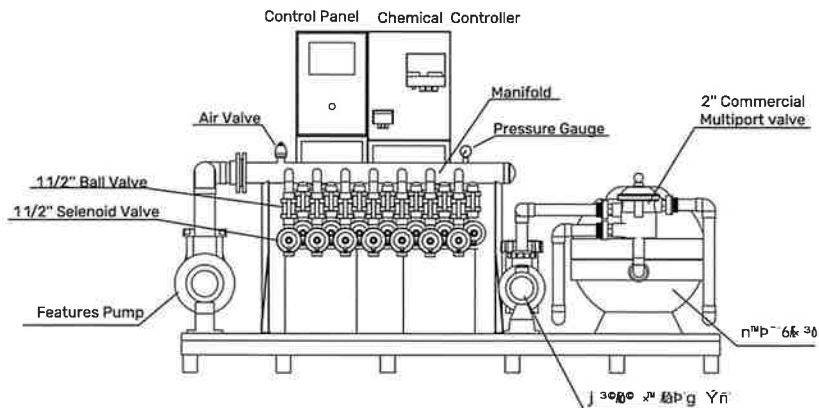
We offer tank sizes ( 1320,2500 and 4000 ) Gallons with 1" float valve for fresh water intake.

Stainless steel manifold

Electric controller

Factory assembled and tested pumps/sand filter and chemical controller kit.

Optional: UV



# WATER WISE CONTROLLER

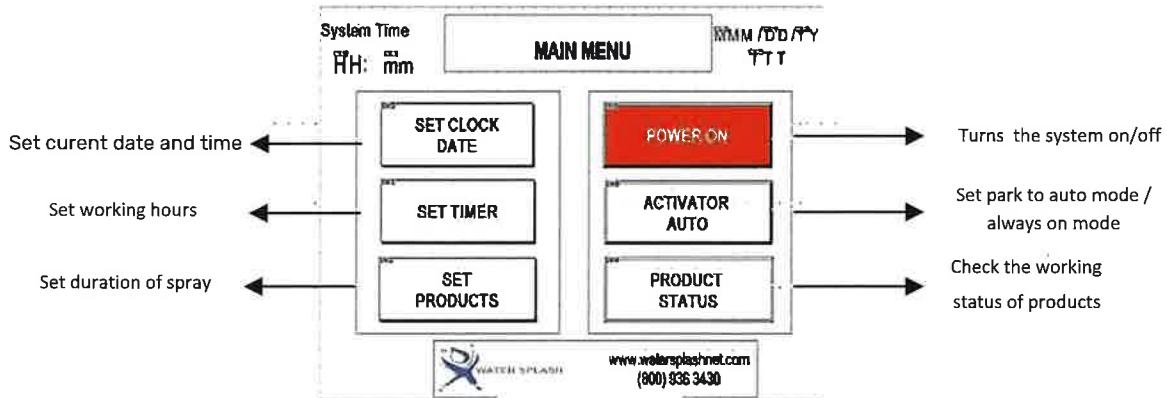


Water Wise Controller - Fiberglass enclosure has center PLC unit controlling each manifold line. Touch screen interface allows users to set desired programming setting for splash park.

Controller is user programmable and following functions can be programmed;

- 1- Current day and time
- 2- Setting active hours / always on
- 3- Activate products via activator or always on
- 4- Spray time
- 5- Up to five spray play sequences
- 6- Product selection per each sequence
- 7- Wind speed effect ( optional )
- 8- Low water temperature on/off (optional)
- 9- Battery back up

## Water Wise Controller

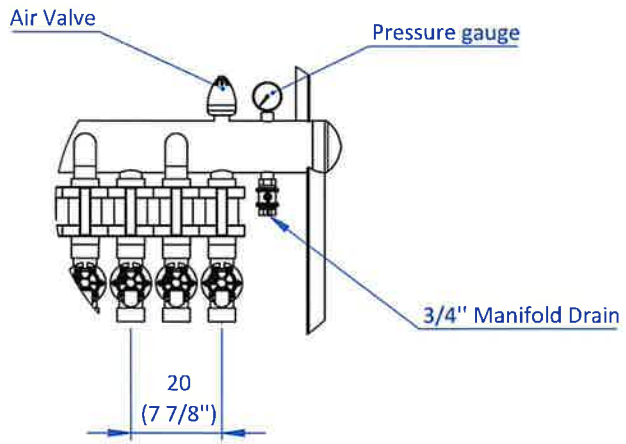
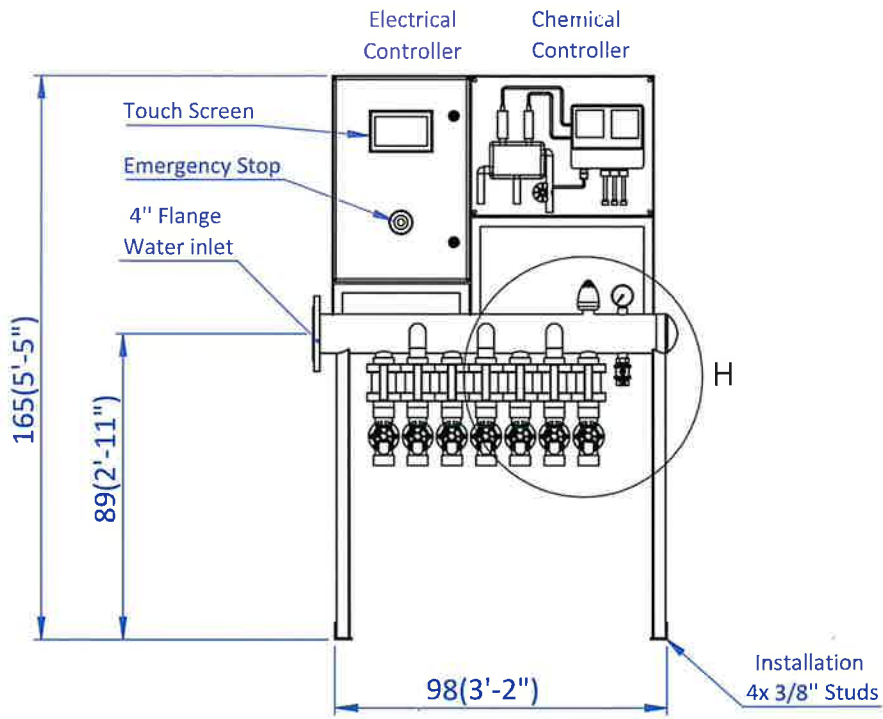


### User Interface

The user interface is a fabulous touch screen, which is easy to use and operate. This user interface (UI) will allow the staff to control, monitor and maintain the use of the park and its products efficiently.



www.watersplashnet.com  
(800) 936-3430





DETAIL H  
SCALE 1 : 15

Manifold housing is consist of commercial grade, non corrosive, 304L grade 4" stainless steel tubing. Housing shall have a 4" flange for water inlet.

Manifold lines are assembled using commercial grade, SCH80 PVC piping and pipe fittings .each manifold line consist of :

- One double union ball valve
- One solenoid valve
- Winterization valve connection

Unless Otherwise Stated: Linear Tol : 2, Angular Tol : 1 All Dimensions: cm (ft-inch) INTERPRET DIM AND TOL. PER ASME Y14.5-2009		Drawn by: <b>G.YAYMAN</b>	Drawn Date: <b>30.06.2020</b>	Legal Owner:  <b>WATER SPLASH</b>	
		Checked/Approved by:	Checked/Approved Date:		
Material:		Description:		Part Number:	
Projection Method: <b>THIRD ANGLE</b> 		Approx Weight: gr		Revision:	
		S-10.07 7 Output Manifold		Drawing Scale:	Sheet:
				<b>1:20</b>	<b>A4</b>

# Products Warranty

Water Splash Inc. guarantees that all products meet the specifications provided in the installation drawings and offers.

**25 YEAR WARRANTY** on stainless steel structures and workmanship, stainless steel anchoring systems and aluminum spheres, stainless steel Piping and Weldments.

**5 YEAR WARRANTY** on Acetyl, Urethane/HPDE parts, spray nozzles and spray openings, high density polyethylene components, polyurethane components, stainless steel automated water distribution manifold, drain boxes and electrical enclosures.

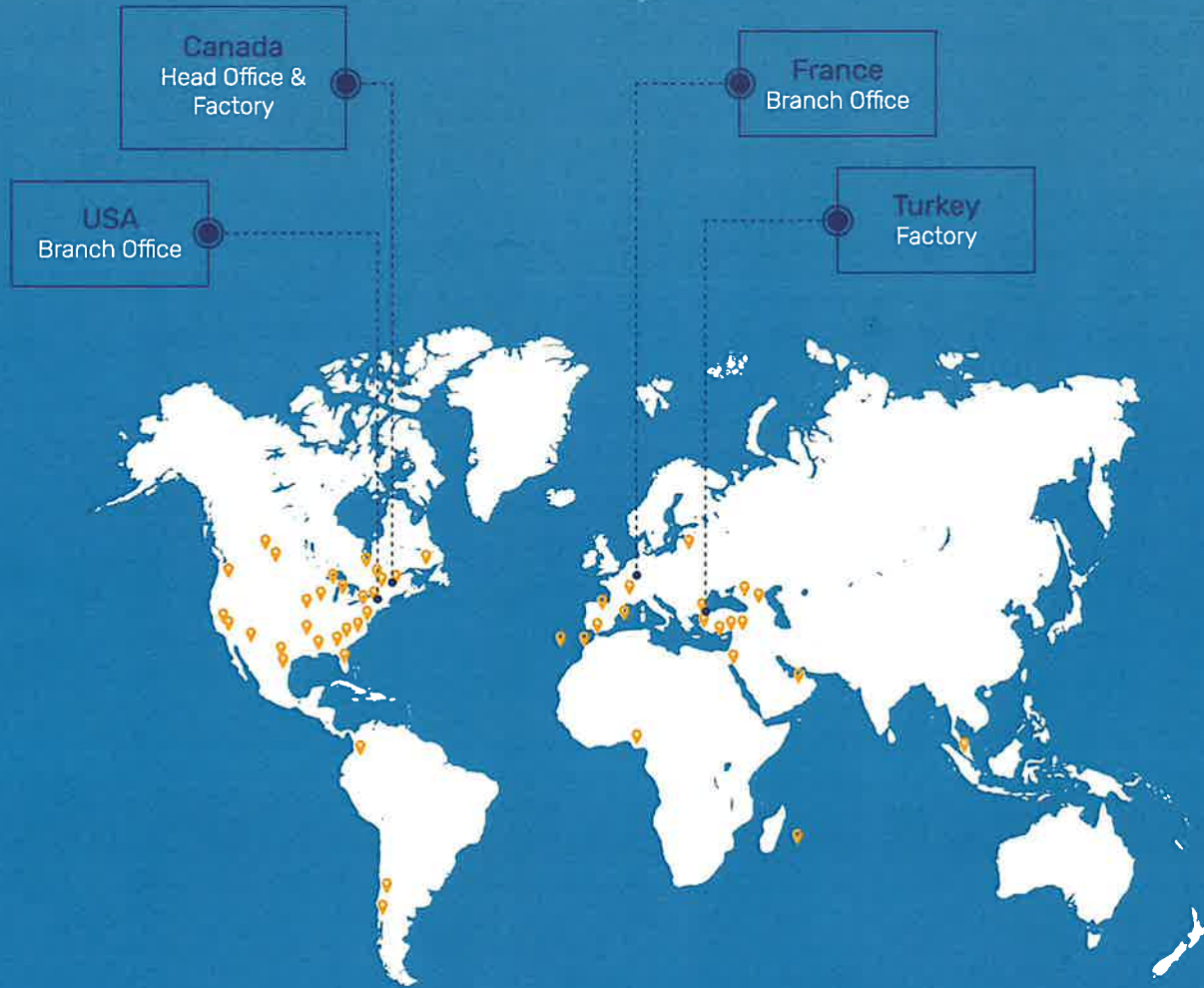
**2 YEAR WARRANTY** on coatings (Airbrushed Graphics), powder coated, stainless steel hardware and moving parts, fiberglass components, seeflow polymers (polycarbonate materials), toe guards, piping, fittings, ball valves, pressure gauges, terminal blocks, PLC controller, time switches, manual switches, transformers, breakers, electrical wiring, connections and on recirculation system workmanship, recirculation system pumps and filters are covered by their manufacturer. Please refer to their warranty documentation.

**1 YEAR WARRANTY** on all products and parts not listed above.

Warranty above is valid only if structures are installed or assembled as per Water Splash's installation instructions/drawings maintained according to maintenance manual and procedures, not subject to misuse, vandalis, operated under normal use as per designed purpose or have not modified/repared by unauthorized personnel.







**WATERSPLASH INSTALLATIONS AROUND THE WORLD**

Singapore • Chile • Turkey • Nigeria • Russia • Canaries • United Arab Emirates  
USA • Poland • Colombia • Spain • Reunion • Jordan • Canada • Hong Kong



USA/Canada (800) 936-3430  
France +33 172 77 43 28  
[www.watersplashnet.com](http://www.watersplashnet.com)  
[info@watersplashnet.com](mailto:info@watersplashnet.com)  
f t i watersplashinc

# THE TOWN OF DUNDEE, FLORIDA



## REQUEST FOR PROPOSAL FOR

**2024-25 DESIGN CONSTRUCTION AND INSTALLATION OF SPLASH PAD/PADS**

**RFP NUMBER: 24-07**

**Responses are due by**

**July 3, 2024 before 3:00 P.M.**

**MAIL OR DELIVER RESPONSES TO:**

Town of Dundee Attn: RFP 24-07  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

**Contact:**

Town Clerk

Town of Dundee

Email: [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com)

(863) 438-8330, Ext 258



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**RFP 24-07****FY 2024-25 DESIGN, CONSTRUCTION, AND INSTALLATION  
OF SPLASH PAD AND PLAYGROUND WITH PARK  
EQUIPMENT**

Sealed Bids marked "**SEALED BID – FY 2024-2025 DESIGN CONSTRUCTION AND INSTALLATION OF SPLASH PAD/PADS**" will be received by the Town Clerk of the Town of Dundee, Florida, until **3:00 P.M., Wednesday, July 3, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified professional and supplier for the design, construction, and installation of a Splash Pad and Playground with Park Equipment. The scope of the design-build services is to design, construct, and install a one thousand (1,000) square foot Splash Pad and Playground with Park Equipment which includes, but shall not be limited to, above-ground features and in-ground spray features. For purposes of this **RFP 24-07**, the design includes, but shall not be limited to, fencing, playground equipment, sidewalk(s), ADA compliant restroom facilities, and an asphalt drive/parking surface as depicted in attached **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference.

**The proposals shall require the following:**

The purpose of this project is to design, construct, and install a new a one thousand (1,000) square foot Splash Pad and Playground with Park Equipment. The Contractor shall provide a turnkey package which includes, but shall not be limited to, site preparation, design, permitting, installation and construction of the aforementioned splash pad/pads. The project shall also include all supplies and materials, labor, and any equipment necessary to construct and install the Splash Pad/Pads which includes, but shall not be limited to, the following:

**The bid/proposal packet shall include, but not be limited to, the following:**

- Complete Product Specifications
- Manufacturer's Brochure for all products and materials
- Evidence of Manufacturer's Warranty(ies) for all products and materials
- Evidence of Warranties on and/or for material(s) and labor

**DESIGN:**

- Design and install a one thousand (1,000) square foot splash pad
- In-grade spray features – (various types of nozzles for play activity for all ages/abilities)
- Above-grade features to encourage interactivities for all ages/abilities
- Approximately 100 GPM or less before sequencing
- Electrical activator system with sequencing capabilities

- Recirculating System for Water Treatment before Use

#### **SPRAY FEATURES:**

- Above-ground spray features shall be 304L stainless steel
- Above-grade spray features shall have anchor base system (no epoxy, resin or bolt system)
- In-grade nozzles shall be stainless steel or bronze (no PVC nozzles)
- In-grade nozzle cannisters shall be stainless steel or bronze (no PVC)

#### **CONCRETE:**

- 3500 PSI (28-day cure time)
- Broom finish concrete
- Bonding of reinforcement rebar or mesh
- Use #4 rebar 12 on center - or - W6 mesh 4" on center - or- W10 mesh 6" on center
- Raise rebar or mesh with saddles 2.5" to 3"
- If pouring splash pad slab areas at different times (**slabs shall be joined using rebar and bonded to reinforcement grid on both slabs**)
- Splash pad deck and 5' outer dry area shall be sloped 2% toward drain (¼" to 12" slope)
- The designated splash pad shall include a 5' overspray outside the splash zone

#### **PARKING LOT (INGRESS/EGRESS):**

The splash pad parking lot shall be ADA compliant, designed for sixteen (16) parking spaces, and constructed to meet the Town of Dundee specification(s). The parking lot shall have one (1) entrance and one (1) exit as depicted by the **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The site plan and construction drawings shall the aforementioned ingress and egress along with the parking spaces (widths and lengths). All signage and markings shall be included in the proposal.

#### **FENCING:**

The proposal shall include the design, permitting, and installation of a six (6) foot high black vinyl steel chain link fence and one (1) walk-through lockable gate as depicted by the **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The walk-through gate shall be ADA complaint.

#### **RESTROOM(S):**

- Restrooms shall be ADA compliant
- Equipped with stainless steel fixtures for the sink(s) and toilet(s)
- Restroom(s) shall have its own power box
- Septic Tank (supply and install) – Contractor shall be responsible for design and permitting
- Two (2) Standalone Outdoor Shower(s) with stainless steel fixtures

**PAVILION:**

One (1) sixteen hundred (1,600) square foot pavilion with concrete slab.

**PLAYGROUND:**

- Design and Construction of (1) 3,500 square foot playground area (i.e., dry park) (all ages)
- ADA Compliant
- Installation of nine (9) picnic tables for designated grass area(s) as depicted by the **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference.

**The Town of Dundee will provide:**

- Sidewalks to the splash pad.
- Minimum 2” water supply with minimum 35 PSI to splash pad
- Electrical to the splash pad
- Pressure reducing valve
- Backflow preventor
- Housings for PRV & backflow preventor

On **Friday, July 5, 2024 at 11:00 A.M.** at Town Hall, 202 Main Street, Dundee, FL 33838 bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at the 4<sup>th</sup> Street Park, 501 4<sup>th</sup> Street South, Dundee, Florida 33838, on **Wednesday, June 12, 2024 at 9:00AM.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, June 12, 2024 at 10:00AM** for the purpose of answering any questions bidders may have in reference to the project(s).

**NOTE: ANY CONTRACTOR/INSTALLER WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING/SITE VISIT WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL BIDDERS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING AND SITE VISIT. 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.**

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

For more information regarding this **RFP 24-07**, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com) .

Questions **shall be submitted in writing** to the Town Clerk until **4:00 P.M. on Wednesday, June 20, 2024.**

**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 Proposal 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 proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-07: DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT**

The Town of Dundee welcomes your response to this **RFP 24-07**. 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 **RFP 24-07** 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 **RFP 24-07**. 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 RFP 24-07, re-advertise RFP 24-07, 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 **Request For Proposal FY 2024-2025 – DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT** (the “RFP”) 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 RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the 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 the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor 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 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 and/or any amendment(s) issued hereunder, 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 and/or any amendment(s) issued hereunder, 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.
- f) **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](mailto:tdouthat@townofdundee.com), Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

**If the Contractor 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 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.
- h) It is the intent of the Town that this RFP 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 RFP 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, 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 or Syria. 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 **RFP 24-07** and/or the 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 Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.
- c) ***Drug-Free Workplace.*** By entering into 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 the 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 this **RFP 24-07** and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into 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 **RFP 24-07** and/or the 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.

## 2) DEFINITIONS

Words used in the RFP 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 RFP 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 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. 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 Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR**: The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT**: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS**: The RFP; 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 RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION**: Contractor 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 Contractor performance of this Contract. Other specific references to the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.
- r) **WARRANTY:** The 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 Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the 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 the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor 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 Contractor 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 RFP.**

#### **5) SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor 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 Contractor 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 RFP 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 RFP 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:

- 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 RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. 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 RFP.
- c) The Town may elect to cancel or postpone the RFP 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 RFP 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 RFP and the Town concurrently provides notice of its intent to reissue the RFP, 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 RFP or until the Town withdraws the reissued RFP. 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 RFP. 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 RFP, 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 RFP.
- 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:** Contractor 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 Contractor 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 RFP, 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 RFP shall remain the property of the Town.

#### **14) NONCOLLUSION AGREEMENT:**

Any bidder submitting a bid for the RFP 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 RFP.



### 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 RFP; 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 Contractor, 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 Contractor 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. Contractor 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. **Contractor 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 Contractor 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 RFP). Additional criteria as set forth in the RFP 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 Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

#### **19) PERFORMANCE:**

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor 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 Contractor.
- b) The Contract shall not be terminated, or the Contractor 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 Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor 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 Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

- c) The Contractor 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 Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor 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 Contractor 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 Contractor 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 RFP, 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 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.

**27) 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 any agreement and/or the Contract by the Town. As part of the

response to this RFP, 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](http://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 Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

#### **28) ERRORS:**

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor 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 Contractor'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 Contractor'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 Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor 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 Contractor, 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 Contractor, 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 Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

#### d) RECEIPT.

The Contractor 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 Contractor 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 Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 contractor 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 Contractor 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 Contractor 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 Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for Contractor'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 Contractor'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 Contractor or any Subcontractors, or any of Contractor'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 Contractor, 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 Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor 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 Contractor.
- 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 Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The

Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

### **32) SUPERVISION:**

The Contractor 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 Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

### **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 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 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 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 Contractor shall promptly furnish the Town with these reports.

### **34) CLAIMS FOR ADDITIONAL PAY:**

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor 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 Contractor 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 Contractor 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 Contractor, or a price based on the Contractor'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 Contractor 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 Contractor 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 Contractor 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 CONTRACTORS:**

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor 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 Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

**41) PATENT INFRINGEMENT:**

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor 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 Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor 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 Contractor 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 Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor 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 Contractor 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 RFP, 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 Contractor 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 Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor 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 Contractor 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 Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor 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 Contractor under this provision.

#### **48) PROTECTION OF MONUMENTS:**

The Contractor 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 Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

#### **49) USE OF PREMISES:**

The Contractor 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 Contractor 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 Contractor's right to proceed with the work by providing written notice to the Contractor.
- b) If the Town terminates the 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 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 the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the 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 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.

**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 Contractor 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 Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor.
- b) The Contractor 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 Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

c) If the Contractor 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.

d)

**53) CONTRACTOR INSURANCE:**

**For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:**

i) The Contractor 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 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, the Contractor 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 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) 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 Contractor 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 equipment<sup>1</sup>. 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 Contractor 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 Contractor 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 Contractor 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 Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor 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 Contractor 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 Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the 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 Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

#### **54) INDEMNIFICATION:**

- a) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor or any of the Contractor'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) Contractor 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 Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor 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 Contractor from the Town that such amount is due, be made by Contractor 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 Contractor 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 Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- 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 Contractor 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 Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor 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 Contractor.
- j) The Contractor 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 Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor 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 Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor 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 Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor 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 Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor 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 Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor 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 RFP and re-advertise the RFP.

**62) CONSTRUCTION SCHEDULE:**

- a) The Contractor 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 Contractor 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 Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**63) FINAL INSPECTION:**

- a) When the work on this project(s) is substantially completed, the Contractor 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 Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor 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 Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor 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 – WORK BY CONTRACTOR**
- 1.02 – CONTRACTOR USE OF SITE**
- 1.03 – SEQUENCE OF WORK**

### **PART 2 – PRODUCTS**

### **PART 3 – CONTRACT CLOSEOUT**

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### **PART 1 – GENERAL**

#### **1.01 – WORK BY CONTRACTOR**

The Town of Dundee is seeking a qualified professional contractor and supplier for the design, construction, and installation of a Splash Pad and Playground with Park Equipment. The scope of the design-build services is to design, construct, and install a one thousand (1,000) square foot Splash Pad and Playground with Park Equipment which includes, but shall not be limited to, above-ground features and in-ground spray features. For purposes of this **RFP 24-07**, the design includes, but shall not be limited to, fencing, playground equipment, sidewalk(s), ADA compliant restroom facilities, and an asphalt drive/parking surface as depicted in attached **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference.

#### **The proposals shall require the following:**

The purpose of this project is to design, construct, and install a new a one thousand (1,000) square foot Splash Pad and Playground with Park Equipment. The Contractor shall provide a turnkey package which includes, but shall not be limited to, site preparation, design, permitting, installation and construction of the aforementioned splash pad/pads. The project shall also include all supplies and materials, labor, and any equipment necessary to construct and install the Splash Pad/Pads which includes, but shall not be limited to, the following:

#### **The bid/proposal packet shall include, but not be limited to, the following:**

- Complete Product Specifications
- Manufacturer’s Brochure for all products and materials
- Evidence of Manufacturer’s Warranty(ies) for all products and materials
- Evidence of Warranties on and/or for material(s) and labor

#### **DESIGN:**

- Design and install a one thousand (1,000) square foot splash pad
- In-grade spray features – (various types of nozzles for play activity for all ages/abilities)
- Above-grade features to encourage interactivities for all ages/abilities



- Approximately 100 GPM or less before sequencing
- Electrical activator system with sequencing capabilities
- Recirculating System for Water Treatment before Use

#### **SPRAY FEATURES:**

- Above-ground spray features shall be 304L stainless steel
- Above-grade spray features shall have anchor base system (no epoxy, resin or bolt system)
- In-grade nozzles shall be stainless steel or bronze (no PVC nozzles)
- In-grade nozzle cannisters shall be stainless steel or bronze (no PVC)

#### **CONCRETE:**

- 3500 PSI (28-day cure time)
- Broom finish concrete
- Bonding of reinforcement rebar or mesh
- Use #4 rebar 12 on center - or - W6 mesh 4" on center - or- W10 mesh 6" on center
- Raise rebar or mesh with saddles 2.5" to 3"
- If pouring splash pad slab areas at different times (**slabs shall be joined using rebar and bonded to reinforcement grid on both slabs**)
- Splash pad deck and 5' outer dry area shall be sloped 2% toward drain (¼" to 12" slope)
- The designated splash pad shall include a 5' overspray outside the splash zone

#### **PARKING LOT (INGRESS/EGRESS):**

The splash pad parking lot shall be ADA compliant, designed for sixteen (16) parking spaces, and constructed to meet the Town of Dundee specification(s). The parking lot shall have one (1) entrance and one (1) exit as depicted by the **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The site plan and construction drawings shall the aforementioned ingress and egress along with the parking spaces (widths and lengths). All signage and markings shall be included in the proposal.

#### **FENCING:**

The proposal shall include the design, permitting, and installation of a six (6) foot high black vinyl steel chain link fence and one (1) walk-through lockable gate as depicted by the **Exhibit "A"** which is attached to the Work Summary and incorporated herein by reference. The walk-through gate shall be ADA complaint.

#### **RESTROOM(S):**

- Restrooms shall be ADA compliant
- Equipped with stainless steel fixtures for the sink(s) and toilet(s)
- Restroom(s) shall have its own power box
- Septic Tank (supply and install) – Contractor shall be responsible for design and permitting
- Two (2) Standalone Outdoor Shower(s) with stainless steel fixtures

**PAVILION:**

One (1) sixteen hundred (1,600) square foot pavilion with concrete slab.

**PLAYGROUND:**

- Design and Construction of (1) 3,500 square foot playground area (i.e., dry park) (all ages)
- ADA Compliant
- Installation of nine (9) picnic tables for designated grass area(s) as depicted by the **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference.

**The Town of Dundee will provide:**

- Sidewalks to the splash pad.
- Minimum 2” water supply with minimum 35 PSI to splash pad
- Electrical to the splash pad
- Pressure reducing valve
- Backflow preventor
- Housings for PRV & backflow preventor

**1.02 – CONTRACTOR USE OF SITE**

- A. The Contractor shall not work on or keep equipment on any private property without the written permission of the property owner. The Contractor, during the construction period, may leave essential equipment onsite as long as no private driveways are blocked and all equipment is marked with reflective barricades. The Contractor shall be responsible for damages to private property including trees, curbs, mailboxes, private yards, and street signage.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on and/or for this project.

**1.03 – SEQUENCE OF WORK**

The Town of Dundee reserves the right to determine what locations will be completed and in what order.

**PART 2 – PRODUCTS**

All products and material shall meet or exceed all specifications set forth by this RFP, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

## **PART 3 – CONTRACT CLOSEOUT**

### **1.1 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.

### **1.2 FINAL CLEANING**

- A.** Execute final cleaning prior to final inspection.
- B.** Clean surfaces exposed to view, remove stains and foreign substances.
- C.** Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D.** Remove waste and surplus materials, rubbish, and construction facilities from the site.

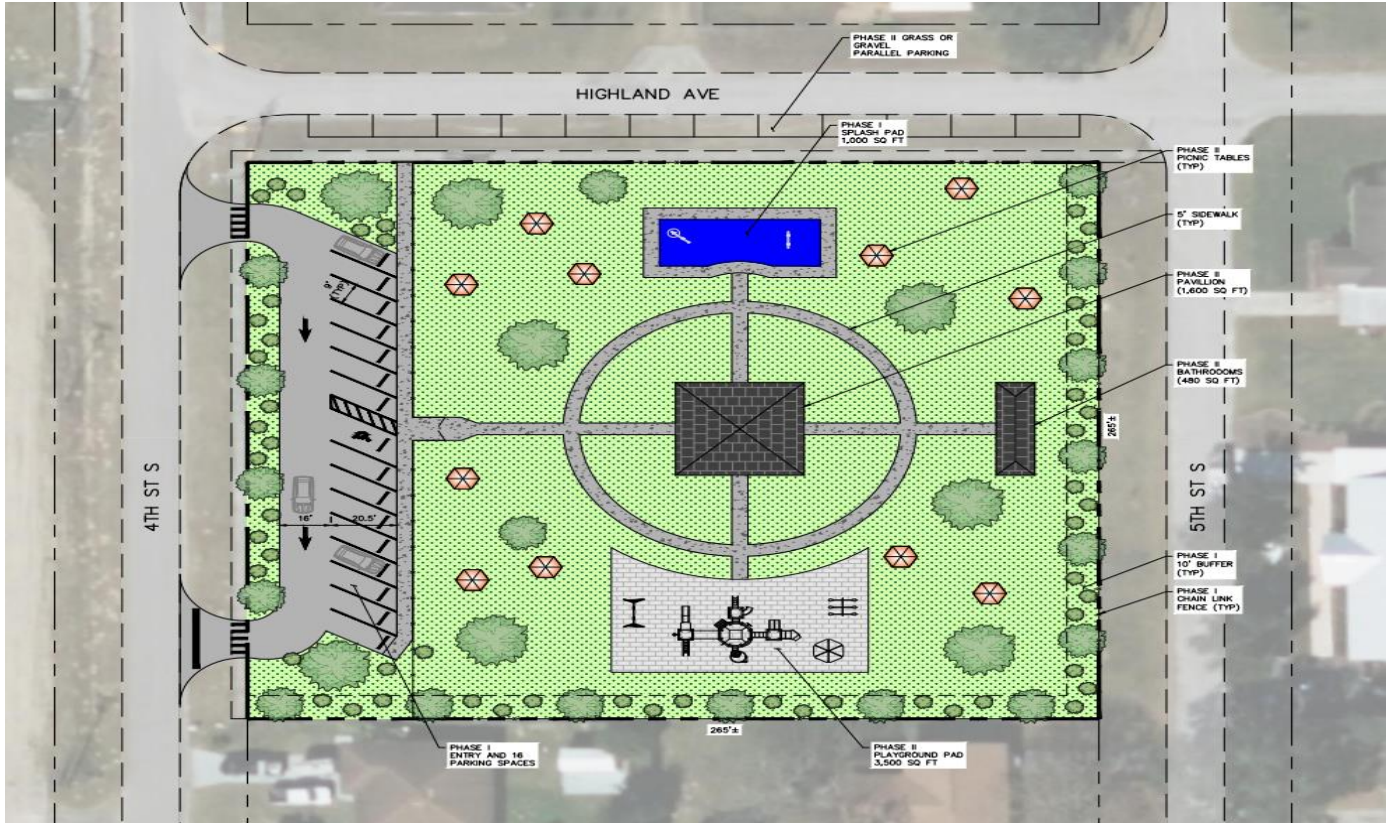
### **1.3 ADJUSTING**

In the sole and absolute discretion of the Town Manager or her authorized designee, cause to be made or constructed any adjustment(s) in order to ensure the design, installation, and construction of the product(s) and/or installed equipment (i.e., includes all fixtures) conform to the plans, specifications, and drawings approved by the Town of Dundee for this RFP.

### **1.4 WARRANTIES**

All work, product(s), equipment, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.

# RFP 24-07 Exhibit "A"





BID FORM

**FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF  
SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT**

RETURN DATE: WEDNESDAY, JULY 3, 2024 BY 3:00 P.M.

RETURN TO: Office of the Town Clerk  
**Attn: RFP #24-07**  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1.			
2.			
3.			
4.			
5.			
		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** \_\_\_\_\_

Title: \_\_\_\_\_ **Number:** \_\_\_\_\_



**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 Contractor \_\_\_\_\_ 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 Contractor, \_\_\_\_\_, 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:** \_\_\_\_\_

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (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



# TOWN COMMISSION MEETING

## August 13, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – FAMILY FUN DAY AT IMPACT CHURCH DUNDEE
- SUBJECT:** The Town Commission will consider temporarily closing the following streets for special community event:  
 1. The alley located between 1<sup>st</sup> Street and Center Street, bounded to the north by Dundee Road and Main Street and bounded to the south by Shepard Road.
- STAFF ANALYSIS:** Town Staff will close the alley located between 1<sup>st</sup> Street and Center Street, bounded to the north by Dundee Road and Main Street and bounded to the south by Shepard Road. (in front of the Impact Church Building extending to the end of the alley next to Center Street) on August 24, 2024, from 9:00AM-3:00 PM.
- If granted, the Sheriff’s Office and Dundee Fire Department will be advised of the temporary closing.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Location Map for Family Fun Day at Impact Church

### SPECIAL EVENT APPLICATION

Town of Dundee  
202 East Main Street  
Dundee, FL 33838  
863-438-8330

#### Applicant Information:

Organization Name: IMPACT CHURCH

Is this organization classified a 501c3 status by the IRS? yes  no   
(if so, please provide a copy of the determination letter)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

#### Event Contact Information:

Name: (First & Last): GARY PECK

Mailing Address: P.O. Box

City, ST, ZIP: \_\_\_\_\_

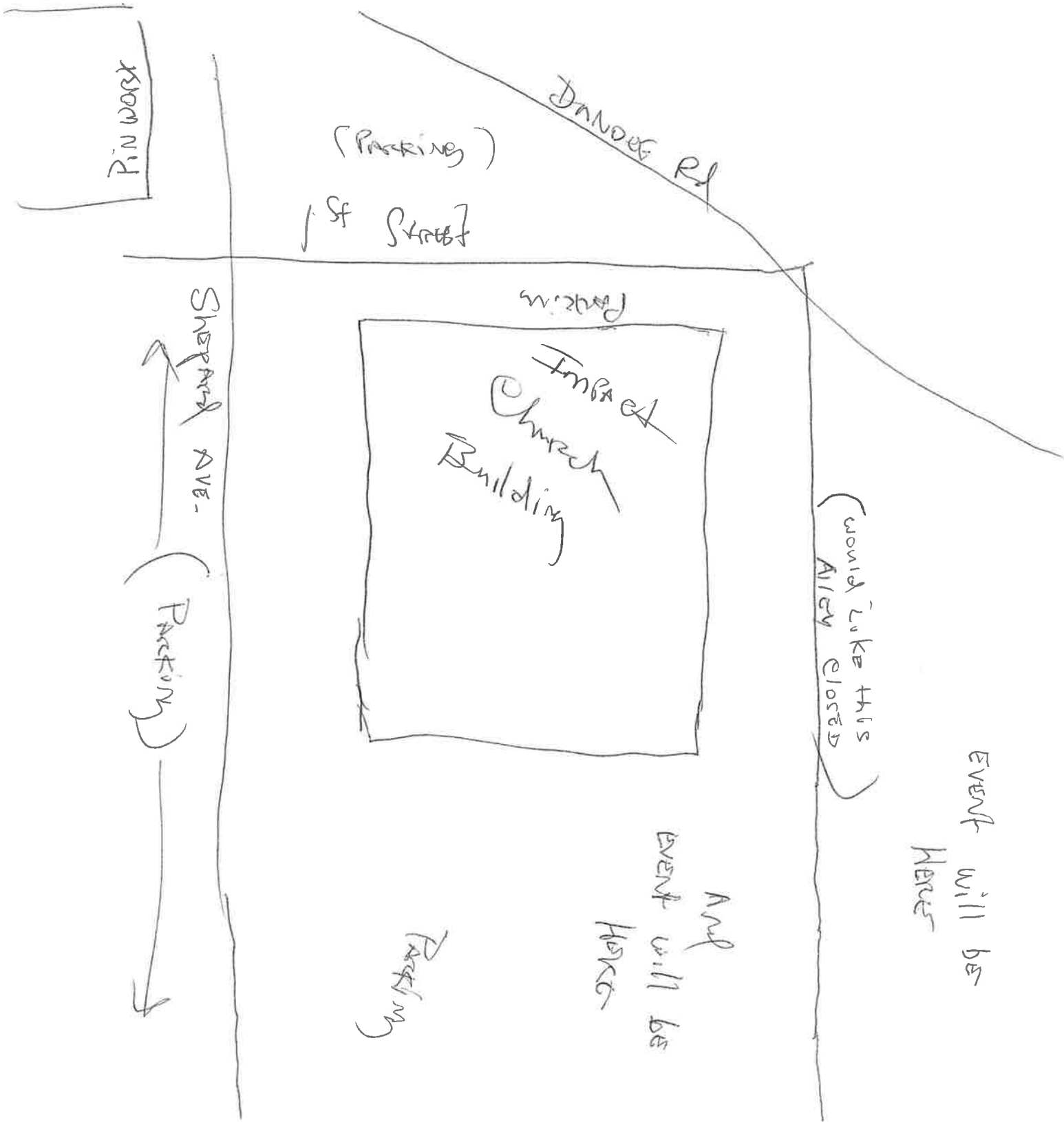
Phone#: 863-221-8353 Email: gpeck@gmail.com

#### Event Information:

Name of Event: FAMILY FUN DAY

Please note: All events requesting a street closure must have approval from the Town Commission.

- Festival - an organized public gathering in a park or town area e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other: Church Family Fun Day



Event Description: Flyer Attached

Event Start Date: 8/24 Time: 11:00 Event End Date: 8/24 Time: 1:00

Set up Date: 8/24 Time: 9:30 Take Down Date: 8/24 Time: 2:00

Gated/Ticketed  Open to the Public  Private Other: \_\_\_\_\_

Detailed Location of Event: Empty Lot BESIDE AND BEHIND  
Church Facility

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.  
(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers )

Event Components:

- |   |   |
|---|---|
| <input type="checkbox"/> Alcohol - (Special Permit Required)*     | <input checked="" type="checkbox"/> Amplified Sound                                     |
| <input type="checkbox"/> Portolets                                | <input type="checkbox"/> Stage  |
| <input type="checkbox"/> Sales/Distribution/Display               | <input checked="" type="checkbox"/> Inflatables (bounce houses)                         |
| <input checked="" type="checkbox"/> Food Distribution/Sales       | <input checked="" type="checkbox"/> Concerts/Live Music                                 |
| <input type="checkbox"/> Use of electric outlets                  | <input type="checkbox"/> Installation of additional outlets                             |
| <input type="checkbox"/> Use of water spigots                     | <input checked="" type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals                             | <input type="checkbox"/> On-Site Cooking  |
| <input checked="" type="checkbox"/> Temporary Structures (canopy) | <input type="checkbox"/> Amusement rides  |
| <input type="checkbox"/> DJ                                       | <input type="checkbox"/> Multiple Vendors   |

Other Face Painting, Balloon Animals (SEE Flyer)

\*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.



Other Information:

Will Town Streets be closed?  yes  no \*This Requires Commission Approval

Please list all affected streets: Alley Bes. de church adjacent  
to Dundee Rd,

Will any alleys, parking lots or other public places be closed?  yes  no

Please describe: See Above

Will State Roads be closed?  yes  no \*This Requires FDOT Permit

Please describe State Roads to be closed: \_\_\_\_\_

Will you need additional trash receptacles from the Town?  yes  no

Will you need clean-up assistance from the Town throughout the event?  yes  no

**Note: For unbudgeted events the organization must reimburse the Town 100% of costs for use of Public Services.**

Any other requested assistance from the Town? No

Any additional information: \_\_\_\_\_

Insurance Requirements:

Liability Insurance is required for all special events involving Town property and must name the Town of Dundee as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the Town of Dundee a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

### Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the Town of Dundee (hereinafter referred to as "the Town"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the Town or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the Town or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the Town's option, to participate and associate with the Town in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the Town's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the Town is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Town SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the Town. Town's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Town's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the Town from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the Town, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the Town of Dundee. Should the Town grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

In case of non-compliance with the Town's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void

[Handwritten Signature]  
Signature of Sponsor or Authorized Representative of Sponsor

7/24/24  
Date

GARY E. PECK  
Printed Name

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this 24 day of July, 2024 by



[Handwritten Signature]  
Signature of Notary Public-State of Florida  
Jessica L. Gonzalez  
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



**FREE**

**FAMILY**

**FUNDAY**

BOUNCE HOUSES. FOOD. LIVE MUSIC.  
JEWELRY MAKING. BALLOON ART.  
FACE PAINTING. SANDY CANDY.



**AUGUST**  
**24**  
11 AM - 1 PM

**102 1ST ST S,  
DUNDEE, FL 33838**

[www.impactflw.org](http://www.impactflw.org)

**IMPACT CHURCH DUNDEE**



**DIA**

# FAMILIAR GRATUITO

CASAS INFLABLES. COMIDA. MUSICA  
FABRICACIÓN DE JOYAS. ARTE CON GLOBOS  
PINTURA DE CARAS. CARAMELOS



**AUGUST**  
**24**  
11 AM - 1 PM

**102 1ST ST S,  
DUNDEE, FL 33838**

**IMPACT CHURCH DUNDEE**

[www.impactiv.org](http://www.impactiv.org)



Margaret Kampsen  
Historic Depot  
Recently viewed



FOR RESIDENTS  
WITH DRIVEWAYS  
WAYS IN A



ROAD  
CLOSED

EVENT AREA

EVENT  
AREA

ROAD  
CLOSED

PARKING AREA

PARKING

Item 4.

Pinworx Bowling  
International

200

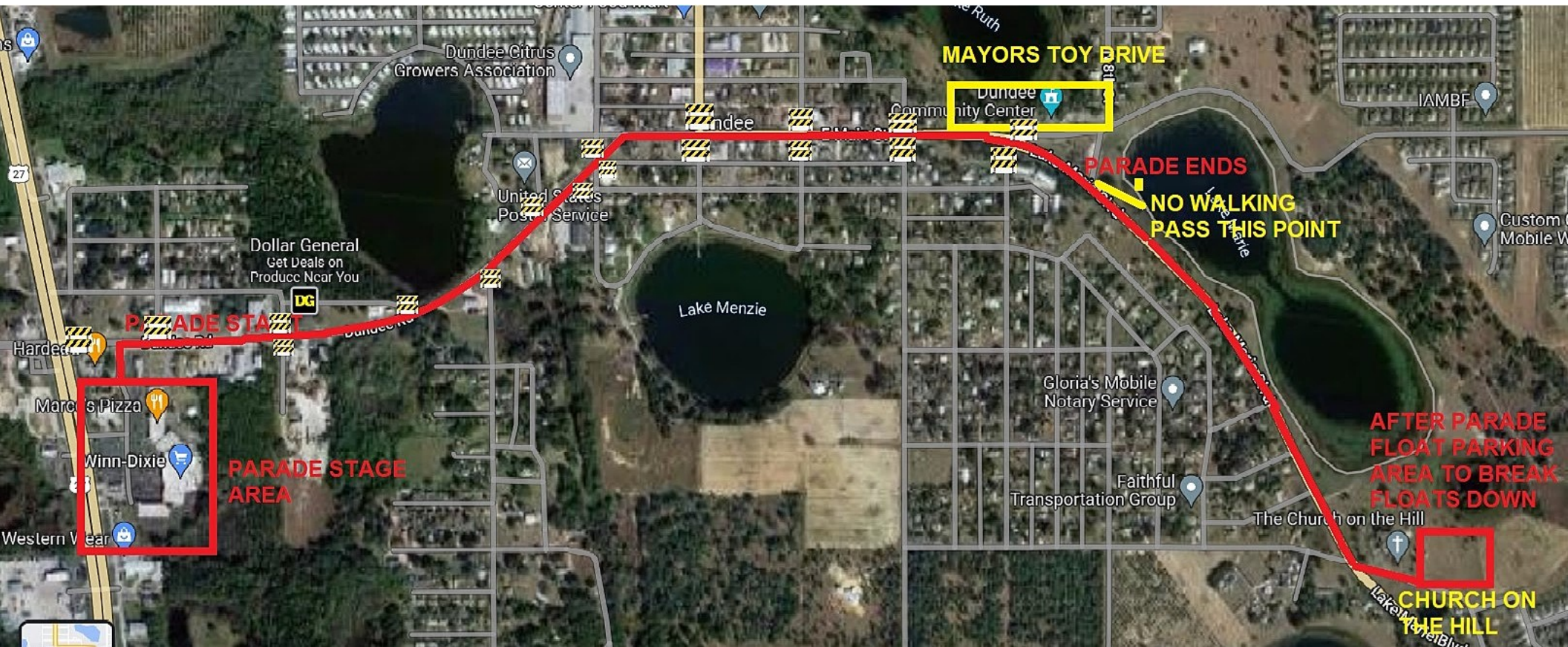


# TOWN COMMISSION MEETING

## August 13, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES – TREE LIGHTING AND HOLIDAY PARADE
- SUBJECT:** The Town Commission will consider temporarily closing the following streets for holiday celebrations:
1. Lake Marie Blvd. (in front of the Community Center) and 8<sup>th</sup> Street.
  2. Dundee Rd. from U.S. Hwy. 27 to Lake Marie Blvd.
  3. U.S. Hwy. 27 eastbound turn lanes
- STAFF ANALYSIS:** Town Staff will close Lake Marie Blvd. (in front of Dundee Community Center) and 8<sup>th</sup> Street on December 6, 2023, from 5:00PM-9:00 PM, and December 14, 2024, from 4:00PM – 8:00PM.
- If granted, the Sheriff’s Office and Dundee Fire Department will be advised of the temporary closing.
- A Road Closure Permit with the Florida Department of Transportation (FDOT) will be necessary for the closing of US Hwy. 27 eastbound turn lanes, Dundee Road (U.S. Hwy. 27 to Lake Marie Blvd.) for the Holiday Celebrations Parade. That permit will be issued by FDOT at a later date.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Location Map for Christmas Tree Lighting and Holiday Parade









# TOWN COMMISSION MEETING

## August 13, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, PLANNING AND VISIONING MEETINGS AND BOARD APPOINTMENTS

**SUBJECT:** Appointment to the board and kickoff dates

**STAFF ANALYSIS:**

- A. Staff has been planning the kickoff for the Dundee Vision Planning Committee. As you see attached, we currently have four completed applications. These individuals will be the initial committee members to get us started with the visioning process.
- B. Also, we would like to get a vote on potential dates to kick off the visioning meeting with consultants and committee members. We will come together with some examples of key items we want to begin with and possibly see some examples from other communities.
  - 1. Wednesday September 11, 2024, 12:00 noon
  - 2. Wednesday September 11, 2024, 5:30 pm
  - 3. Friday September 20, 2024, 12:00 noon
  - 4. Friday September 20, 2024, 5:30 pm
  - 5. Monday September 23, 2024, 12:00 noon
  - 6. Monday September 23, 2024, 5:30 pm

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** Vision Board Applications (4)



DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA

APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Vision for Dundee

Name: Rhonda K. Sara

Address: 125 Crestview LN

Phone:

Email Address: rhonda.sara@yahoo.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

HOA Board at Swiss Village (Social club)
Enlisted Wives Club Board Human Resource Manager
Speech + Theatre Degree
Accounting Degree

Can you commit to attending the schedule of meetings? [X] YES [ ] NO

What date are you available to start? Anytime

How long have you been a resident of the Town? October 2021 to Present

Have you ever applied for membership or served on any boards in the Town? [ ] YES [X] NO

If so, which board and year:

Applicant Signature: Rhonda K. Sara Date: 7-30-24

FOR OFFICE USE ONLY:

Received by L. O'Neil Date 7/31/2024
Date reviewed by Mayor & Town Commission: Approved
Disapproved

# Town of Dundee



## DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL  
202 MAIN STREET, DUNDEE, FLORIDA

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Vision Committee (Board President)

Name: Althea Pugh

Address: 1367 Snow Lake Cir, Dundee, FL 33838

Phone: [REDACTED]

Email Address: altheapugh@outlook.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

I have served as president and/or board member of 3 grassroots, non profit organizations whose vision embodies community outreach, economic development, education, and improving community outcomes

Can you commit to attending the schedule of meetings?  YES  NO

What date are you available to start? open

How long have you been a resident of the Town? 3 yrs

Have you ever applied for membership or served on any boards in the Town?  YES  NO

If so, which board and year: Planning & Zoning 2024

Applicant Signature: Althea Pugh Date: 8/1/24

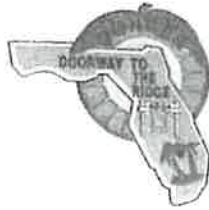
FOR OFFICE USE ONLY:

Received by L.O'Neill Date 8/1/2024

Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

# Town of Dundee



## DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL  
202 MAIN STREET, DUNDEE, FLORIDA

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Vision Committee

Name: Dreex tel Robinson

Address: 415 Dr MLK St. SW, Dundee, FL 33838

Phone: [REDACTED]

Email Address: kando0372@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

For the past 3 years I have engaged in oversight of a grassroots nonprofit organization which operates in the Dundee community. I have adopted policies and play an active role in the organization's Focus & Mission

Can you commit to attending the schedule of meetings?  YES  NO

What date are you available to start?

How long have you been a resident of the Town?

Have you ever applied for membership or served on any boards in the Town?  YES  NO

If so, which board and year: planning & zoning - current member

Applicant Signature: Dreex tel Robinson Date: 8/1/24

FOR OFFICE USE ONLY:

Received by L.O'Neill Date 8/1/2024  
Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

# Town of Dundee



## DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL  
202 MAIN STREET, DUNDEE, FLORIDA

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Vision Committee

Name: Annette Wilson

Address: 408 Dominic Str.

Phone: [REDACTED]

Email Address: AnnetteWilson688@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

Long Time Resident & would love to see the town continue to grow in a positive Direction.

Can you commit to attending the schedule of meetings?  YES  NO

What date are you available to start? ASAP

How long have you been a resident of the Town? 51 yrs

Have you ever applied for membership or served on any boards in the Town?  YES  NO

If so, which board and year: Planning & Zoning 2023-24

Applicant Signature: Annette Wilson Date: 8/5/2024

FOR OFFICE USE ONLY:

Received by Lowell Date 8/5/2024

Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_

Disapproved \_\_\_\_\_



# TOWN COMMISSION MEETING

## August 13, 2024 at 6:30 PM

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, WORKSHOPS FOR TOWN OF DUNDEE TEMPORARY MORATORIUM

**SUBJECT:** Establishing dates for workshops regarding the Town of Dundee temporary moratorium

**STAFF ANALYSIS:** At the July 23, 2024 Town Commission meeting, staff was directed to work toward establishing a temporary moratorium due to water permit usage requirements.

At this time, the commission requested our legal team to draft an ordinance that the Town of Dundee Planning and Zoning Board will discuss this week at their regularly scheduled meeting. After P&Z, the Town Commission will hold two public workshops prior to first and second readings of the ordinance.

For your convenience, staff has selected two dates for workshops, both are prior to our regular town commission meetings to include Tuesday, August 27<sup>th</sup> at 6:00 pm and Tuesday, September 10<sup>th</sup> at 6:00 pm.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** None