

AMENDED



TOWN COMMISSION MEETING AGENDA

June 13, 2023 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JUNE 13, 2023

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- 1. PROCLAMATION, JUNETEENTH**
- 2. PROCLAMATION, FLAG DAY**

NEW BUSINESS

- 3. ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION**
- 4. RESOLUTION 23-09, EMERGENCY PURCHASE LIFT STATION PUMP**

- 5. RESOLUTION 23-10, EMERGENCY PURCHASE FOR REPAIRS TO THE WASTEWATER TREATMENT PLANT TRAIN 1**
- 6. DISCUSSION AND ACTION, FDOT AGREEMENT**
- 7. DISSCUSSION AND ACTION, RFP 23-02, FIRE DEPARTMENT BAY DOORS**
- 8. DISCUSSION AND ACTION, TEMPORARY ROAD CLOSURES TREE LIGHTING AND HOLIDAY PARADE**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

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

June 13, 2023 at 6:30 PM

Item 1.

AGENDA ITEM TITLE:	PROCLAMATION, JUNETEENTH
SUBJECT:	The Town Commission will consider support for Juneteenth 2023
STAFF ANALYSIS:	Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a time for reflection and rejoicing. It is a time for assessment, self-improvement and for planning the future. Its growing popularity signifies a level of maturity and dignity in America long overdue. The Town of Dundee makes a proclamation joining people of all races, nationalities and religions joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today. Sensitized to the conditions and experiences of others, only then can we make significant and lasting improvements in our society.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends support
ATTACHMENTS:	Juneteenth Proclamation 2023

PROCLAMATION



WHEREAS, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

WHEREAS, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

WHEREAS, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

WHEREAS, all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and

WHEREAS, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

WHEREAS, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

WHEREAS, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

WHEREAS, June 19th – JUNETEENTH was made an official Town holiday in 2020 to provide all Town residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans in and to the Town of Dundee and to this country; and

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, Florida, together with the members of the Dundee Town Commission, hereby declare June 19th, 2023, as

JUNETEENTH

in the Town of Dundee and urge our citizens to participate in events that celebrate freedom for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Dundee, Florida this 13th day of June in the Year of Our Lord Two Thousand and Twenty-Three.

Sam Pennant, Mayor

Attest: _____
Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** PROCLAMATION, FLAG DAY
- SUBJECT:** The Town Commission will consider support for Flag Day 2023
- STAFF ANALYSIS:** Flag Day is a day honoring the national flag of the United States, observed on June 14th. It commemorates the adoption of the flag of the United States on June 14, 1777 by resolution of the Second Continental Congress.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends support
- ATTACHMENTS:** Flag Day Proclamation 2023

PROCLAMATION
Town of Dundee, Florida



WHEREAS, in 1916, President Woodrow Wilson established June 14 of each year as Flag Day; and

WHEREAS, Flag Day marks the Second Continental Congress’ adoption of the first U.S. national flag on June 14 1777; and

WHEREAS, the first U.S. flag featured the same 13 red and white stripes as seen in the flag today, while the number and arrangement of stars has changed as the number of states has increased; and

WHEREAS, Americans have commemorated the adoption of the Stars and Stripes in many ways – displaying the flag proudly in front of homes, at parades and other patriotic observances; and

WHEREAS, the U.S. flag serves as a guiding symbol of our nation’s journey;

NOW, THEREFORE, the Town Commission of the Town of Dundee, Florida does hereby proclaim June 14, 2023 as

FLAG DAY

in the Town of Dundee and calls upon all citizens and civic organizations to observe Flag Day by displaying the flag of the United States of America.

PASSED AND DULY ADOPTED in regular session this 13th day of June, 2023.

TOWN OF DUNDEE, FLORIDA

ATTEST:

Samuel E. Pennant, Mayor

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 1st reading of Ordinance 23-05
- STAFF ANALYSIS:** This is a petition for the voluntary annexation for the Hills of Dundee Subdivision. The general location of the proposed land to be annexed is east of Scenic Highway North, south of Stalnaker Road, and west of lake Mabel Loop and consists of six parcels: 272902-000000-032040,272902-000000-032020,272902-000000-032030,272902-000000-032010,272902-000000-014020,272902-000000-014040. The proposed area consists of approximately 50.36 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-05
- ATTACHMENTS:** Staff Report
Ordinance 23-05



TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

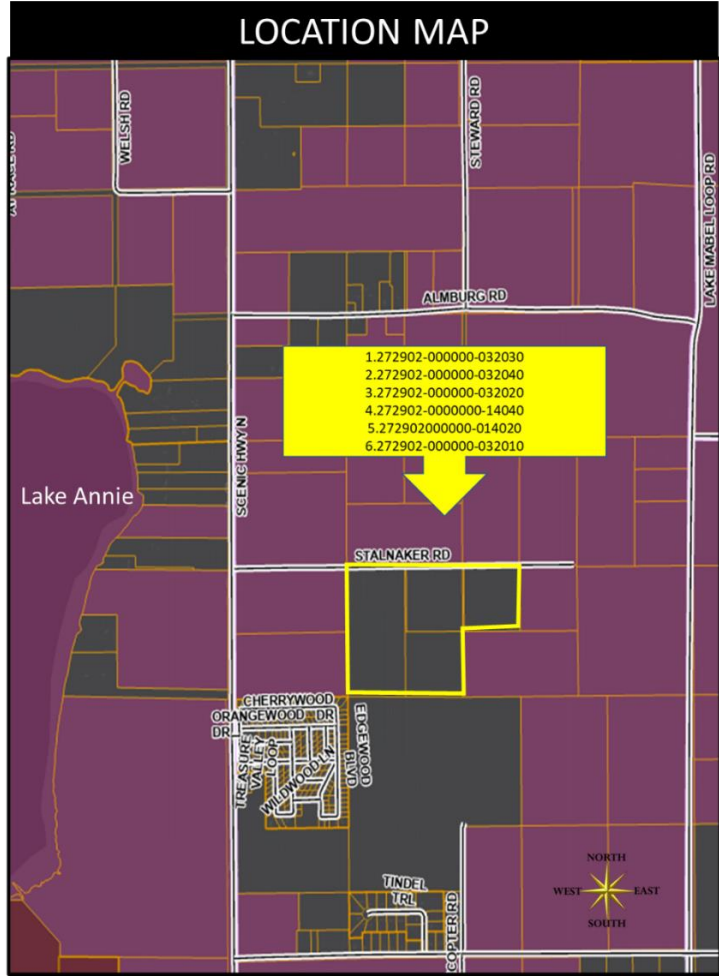
AGENDA DATE: June 13, 2023

REQUESTED ACTION: Ordinance 23-05
The Town Commission will hear the first reading of Ordinance 23-05 Hills of Dundee Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has received a petition for the voluntary annexation of the Hills of Dundee Subdivision from Ag Investments of Polk County, LLC-Lee Saunders, Manager.

The general location of the proposed land to be annexed is located east of Scenic Highway North, south of Stalnaker Road, and west of Lake Mabel loop and consists of six parcels: 27-29-02-000000-032040,27-29-02-000000-032020,27-29-02-000000-032030,27-29-02-000000-032010,27-29-02-000000-014020,27-29-02-000000-014040. The proposed area consists of approximately 50.36 +/- acres.



The proposed Ordinance 23-05 was prepared by Town Staff and Consultants. If approved at this first reading, the public hearing for the second (adoption) and final reading will be held on July 11, 2023.

CONCURRENCY:

Potable Water-

- The developer will construct potable water lines.
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

Sanitary Sewer-

- The developer will construct sewer lines.
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

Solid Waste-

- The Town of Dundee will be the service provider.
- There is available landfill capacity for solid waste for the next 65 years at 3.47lbs pcd.

Parks, Recreation and Open Space-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
 - Three 200 foot and one 300-foot lit baseball fields
 - Basketball court
 - Racquetball court
 - Football/Soccer fields
 - Two sand volleyball courts
 - Five horseshoe pits
 - Seven small picnic pavilions
 - Nearly mile long jogging and walking trail with 14 fitness stations
 - Four press boxes
 - Seating for 200
 - Two playgrounds with rubberized surfaces

Roads-

- Scenic Highway North (SR 17)
 - state road, urban collector road, current LOS is C, paved road, road is 30' wide
 - Available peak hour capacity is 392 going north (link#5206N) and 382 going south (link# 5206S)
- Stalnaker Road
 - county road, unpaved road,
- Lake Mabel Loop
 - county road, rural minor collector, current LOS C, paved road, 20" wide road
 - Available peak hour capacity is 711 going north (link#8203N) and 707 going south (link#8203S).

SURROUNDING USES:

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

<p>Northwest Town of Dundee FLU: LDR/ Low Density Residential Zoning: RSF-2 Citrus</p>	<p>North Town of Dundee FLU: LDR Zoning: RSF-3/RSF-2 Citrus</p>	<p>Northeast Town of Dundee FLU: LDR Zoning: RSF-2/PUD-MU Citrus</p>
<p>West Town of Dundee FLU: LDR/Low Density Residential Zoning: Unassigned Citrus</p>	<p>Subject Site Polk County FLU: A/RR (Agricultural Rural Residential) Citrus</p>	<p>East Town of Dundee FLU: LDR Zoning: PUD/PUD-MU Citrus</p>
<p>Southwest Polk County FLU: A/RR Twin Fountains MHP</p>	<p>South Polk County FLU: INST- 1/Institutional Citrus</p>	<p>Southeast Polk County/Town of Dundee FLU: INST-1/LDR Citrus</p>

Source: Central Florida Regional Planning Council, Florida Department of Transportation, Polk County Property Appraiser, Town of Dundee and site visit by Town staff

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-05

Attachments:

Ordinance 23-05

EXHIBIT "A"
To Ordinance 23-05

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SPACE FOR RECORDING

ORDINANCE NO.: 23-05

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: SIX PARCELS LOCATED EAST OF SCENIC HIGHWAY NORTH, SOUTH OF STALNAKER ROAD, AND WEST OF LAKE MABEL LOOP. THE AREA COVERED BY THIS REQUEST INCLUDES 50.36 +/- ACRES.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

5. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 13th day of June, 2023.

PASSED on second reading this 11th day of July, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-05

OFFICE COPY ONLY FEB 06 2023



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

SITE INFORMATION

Project Name: The Hills of Dundee
Parcel I.D.#: 27-29-02-000000-032040; 27-29-02-000000-032020; 27-29-02-000000-032030
27-29-02-000000-032010; 27-29-02-000000-014020; & 27-29-02-000000-014040
Site Address or General Location: SE corner of Scenic Highway and Stalnacker Road
Present Use of the Property: Abandoned citrus grove
Existing Structures Located on the Site: None
Total Acreage: 49.19 Number of Residents on Site: 0
Legal Description of the Property: See attached

PROPERTY OWNER:

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager
Mailing Address: 5529 US Hwy 98 N
City: Lakeland State: FL Zip: 33809
Home/Mobile Phone: 863-660-4803 Email Address: lee@landsearchfl.com

APPLICANT/AGENT:

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager
Mailing Address: 5529 US Hwy 98 N
City: Lakeland State: FL Zip: 33809
Home/Mobile Phone: 863-660-4803 Office: (863) 858-5686
Email Address: lee@landsearchfl.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: _____
Project ID Number: _____
Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Lee Saunders, Manager, AG Investments of Polk County, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

[Signature]
Signature of Owner

Lee Saunders, Manager
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

OWNERS

Signature of Owner

Printed Name/Title of Owner

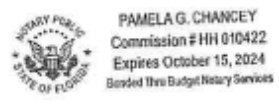
Signature of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19 day of January, 2023, by, as, on its behalf, who is personally known to me or who has produced AK as identification.



Notary Public, State of Florida
[Signature]
Printed Name Pamela G. Chancey

My commission expires: 10-15-2024



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: Lee Saunders Title: Manager

Company: AG Investments of Polk County, LLC

Company Address: 5529 US Hwy 98 N

City/State/Zip Code: Lakeland / FL/ 33881

Telephone Number: 863-660-4803

Email Address: lee@landsearchfl.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 14th day of January, 2023.
Lee Saunders

Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19 day of January, 2023 by, as, on its behalf, who is personally known to me or who has produced PL as identification.



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Three Budget Notary Services



Pamela G. Chancey
Notary Public, State of Florida

Pamela G. Chancey
Printed Name

My commission expires: 10-15-2024

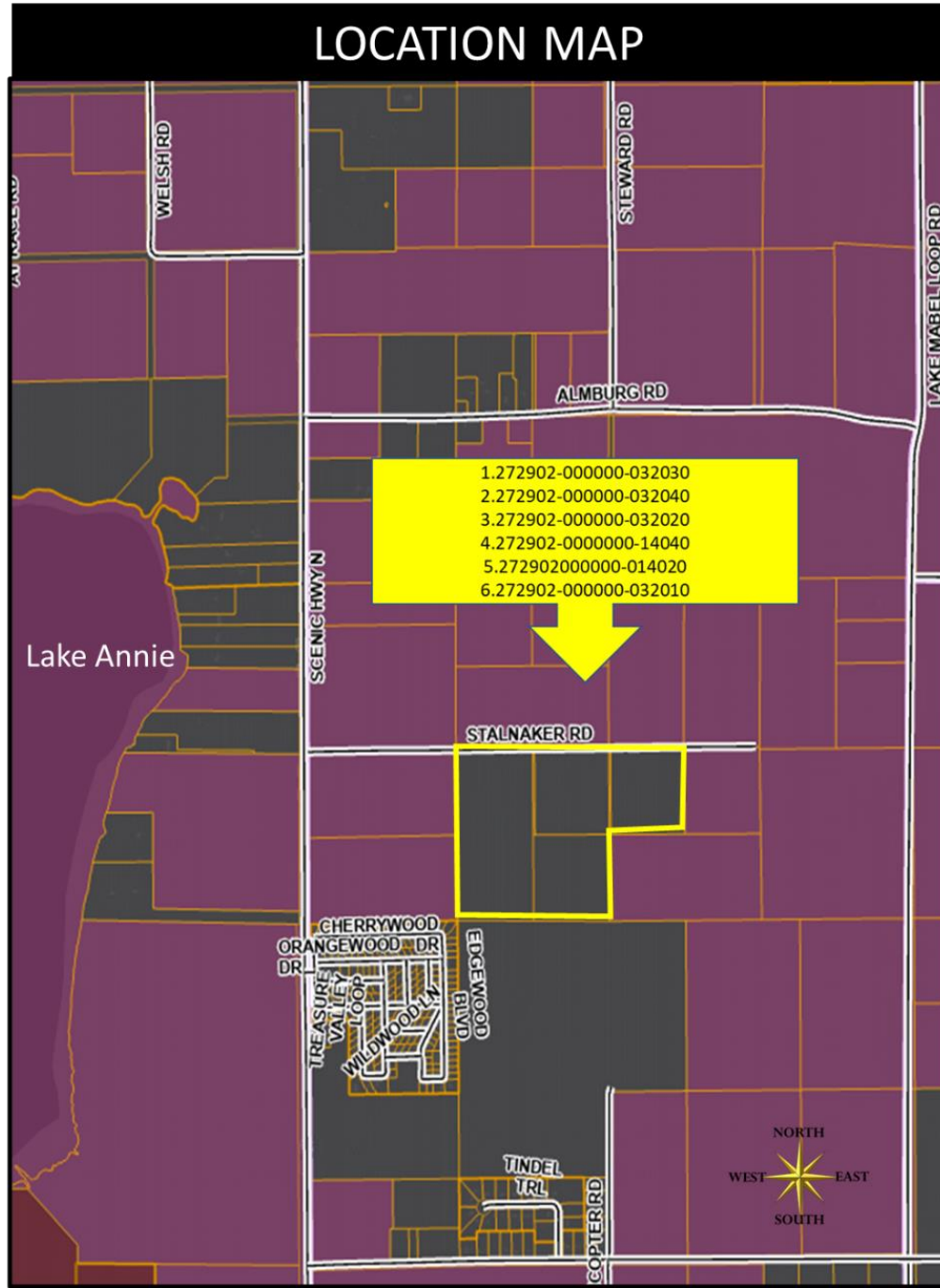
COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

Legal Description

<p>SKETCH OF DESCRIPTION</p> <p style="border: 1px solid black; padding: 2px; display: inline-block;">THIS IS NOT A BOUNDARY SURVEY</p> <p>LEGAL DESCRIPTION (ANNEXATION PARCEL)</p> <p>A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:</p> <p>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 25'09"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Scenic Highway; thence N.00 degrees 36'30"W., on the East right of way line of said Scenic Highway, a distance of 663.53 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Scenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Scenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2 and the POINT OF BEGINNING; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 06'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 656.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida; thence N.00 degrees 34'33"W., on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 1308.22 feet to the POINT OF BEGINNING.</p> <p>Parcel contains 49.19 acres, more or less.</p>	<p>SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA</p>	
<p>SURVEYOR'S REPORT</p> <ol style="list-style-type: none"> 1. This sketch not valid unless embossed or stamped with a surveyor's seal. 2. Underground encroachments such as utilities and foundations, that may exist, have not been located. 3. Parcel numbers, owners name, address and property use shown hereon obtained from the Polk County Property Appraisers web site. 4. This is NOT a Boundary Survey. 5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida. 6. Legal description shown hereon prepared by the undersigned surveyor. 7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W. 		
<p>SURVEYOR'S CERTIFICATE</p> <p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.</p> <p style="text-align: center;">  Steven C. Jernigan Professional Surveyor and Mapper No. 5489 State of Florida </p> <div style="text-align: right; margin-right: 50px;">  </div>		
<p>PREPARED BY:</p> <p>ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211</p>	<p>PREPARED FOR:</p> <p>AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103</p> <p>SHEET NAME:</p> <p>SKETCH OF DESCRIPTION HILLS OF DUNDEE - ANNEXATION PARCEL POLK COUNTY, FLORIDA</p>	<p>CREW CHIEF: N/A</p> <p>DRAWN BY: BB</p> <p>CHECKED BY: D.J.B.</p> <p>REVISION DATE: 01/20/23 01/28/23</p> <p>PROJECT # 4</p> <p>DATE 11/27/22</p> <p>SHEET 1 OF 4</p>

COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

Location Map



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SPACE FOR RECORDING

ORDINANCE NO.: 23-05

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: SIX PARCELS LOCATED EAST OF SCENIC HIGHWAY NORTH, SOUTH OF STALNAKER ROAD, AND WEST OF LAKE MABEL LOOP. THE AREA COVERED BY THIS REQUEST INCLUDES 50.36 +/- ACRES.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE TOWN OF DUNDEE, FLORIDA:

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

4. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

5. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 13th day of June, 2023.

PASSED on second reading this 11th day of July, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-05

OFFICE COPY ONLY FEB 06 2023



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Future Land Use and Zoning applications.

SITE INFORMATION

Project Name: The Hills of Dundee
Parcel I.D.#: 27-29-02-000000-032040; 27-29-02-000000-032020; 27-29-02-000000-032030
27-29-02-000000-032010; 27-29-02-000000-014020; & 27-29-02-000000-014040
Site Address or General Location: SE corner of Scenic Highway and Stalnacker Road
Present Use of the Property: Abandoned citrus grove
Existing Structures Located on the Site: None
Total Acreage: 49.19 Number of Residents on Site: 0
Legal Description of the Property: See attached

PROPERTY OWNER:

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager
Mailing Address: 5529 US Hwy 98 N
City: Lakeland State: FL Zip: 33809
Home/Mobile Phone: 863-660-4803 Email Address: lee@landsearchfl.com

APPLICANT/AGENT:

Name: Ag Investments of Polk County, LLC - Lee Saunders, Manager
Mailing Address: 5529 US Hwy 98 N
City: Lakeland State: FL Zip: 33809
Home/Mobile Phone: 863-660-4803 Office: (863) 858-5686
Email Address: lee@landsearchfl.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: _____
Project ID Number: _____
Application Fee Amount Paid: _____ Review Deposit Amount Paid: _____



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), Lee Saunders, Manager, AG Investments of Polk County, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for annexation into the Town, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application for annexation, and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

[Signature]
Signature of Owner

Lee Saunders, Manager
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

OWNERS

Signature of Owner

Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19 day of January, 2023, by, as, on its behalf, who is personally known to me or who has produced AK as identification.



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded thru Budget Notary Services

Notary Public, State of Florida
[Signature]
Printed Name Pamela G. Chancey

My commission expires: 10-15-2024



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies (Section 8.08.00 of the Land Development Code and Resolution 2007-02).

Name: Lee Saunders Title: Manager

Company: AG Investments of Polk County, LLC


Company Address: 5529 US Hwy 98 N

City/State/Zip Code: Lakeland / FL/ 33881

Telephone Number: 863-660-4803

Email Address: lee@landsearchfl.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 14th day of January, 2023.


Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 19 day of January, 2023 by, as, on its behalf, who is personally known to me or who has produced PL as identification.



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Third Budget Notary Services




Notary Public, State of Florida

Pamela G. Chancey
Printed Name

My commission expires: 10-15-2024

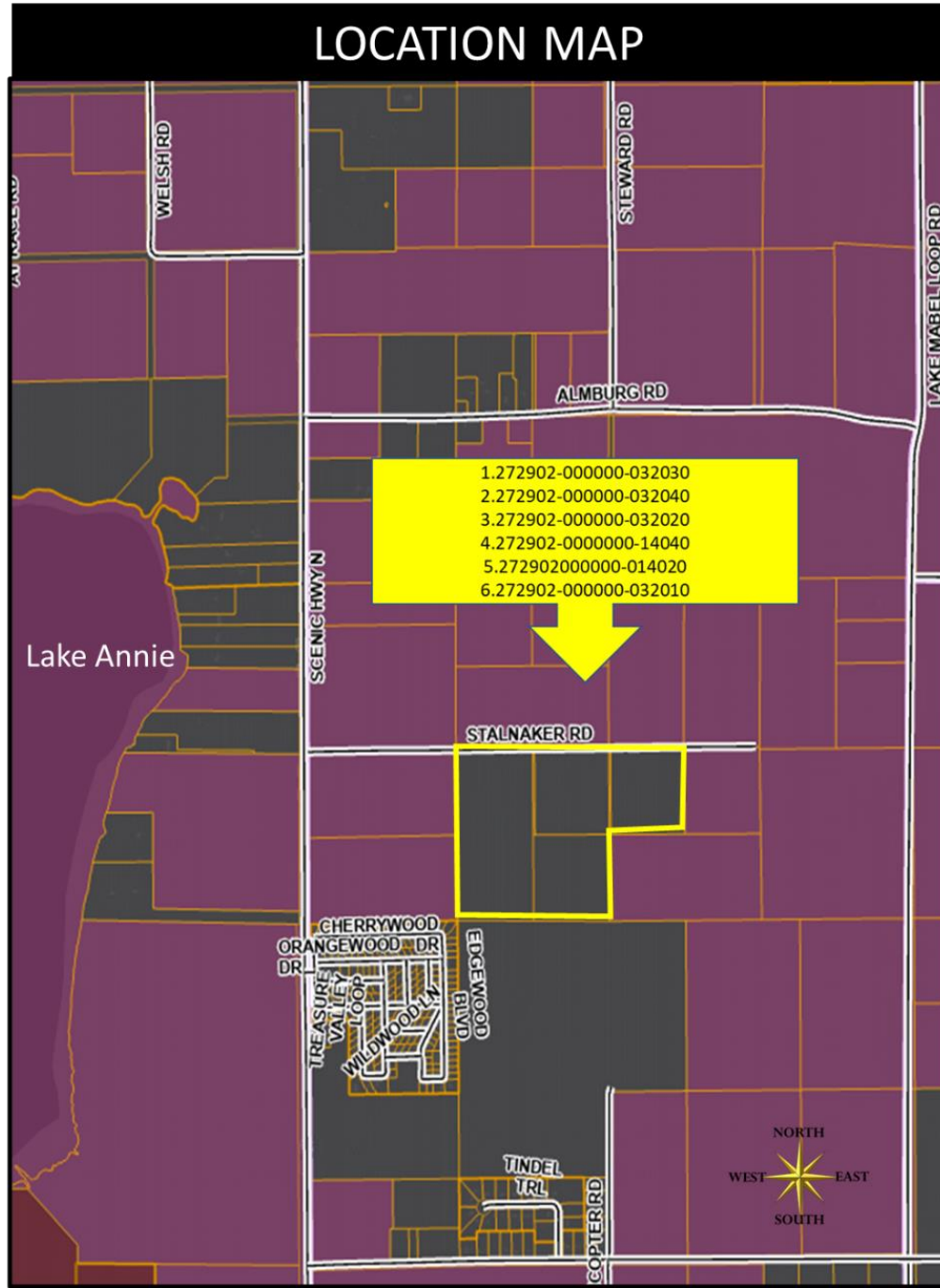
COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

Legal Description

SKETCH OF DESCRIPTION	SECTION 2, TOWNSHIP 29 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA	
THIS IS NOT A BOUNDARY SURVEY		
LEGAL DESCRIPTION (ANNEXATION PARCEL)		
A parcel of land lying within Section 2, Township 29 South, Range 27 East, Polk County, Florida and being more particularly described as follows:		
<p>COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 2; thence N.89 degrees 25'09"E., on the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 33.00 feet to a point on the East right of way line of Soenic Highway; thence N.00 degrees 36'30"W., on the East right of way line of said Soenic Highway, a distance of 863.53 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the South line of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.00 degrees 36'30"W., continuing on the East right of way line of said Soenic Highway, a distance of 648.41 feet to a point at the intersection of the East right of way line of said Soenic Highway and the South right of way line of Stalnaker Road; thence N.89 degrees 15'15"E., on the South right of way line of said Stalnaker Road, a distance of 1285.32 feet to a point on the East line Southwest 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2 and the POINT OF BEGINNING; thence N.89 degrees 15'15"E., continuing on the South right of way line of said Stalnaker Road, a distance of 659.16 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being a point on the West line Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2; thence N.89 degrees 15'15"E., continuing on the South right way line of said Stalnaker Road, a distance of 659.16 feet to the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence N.88 degrees 57'38"E., continuing on the South right of way line of said Stalnaker Road, a distance of 653.70 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.00 degrees 47'33"E., on the East line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 650.30 feet to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence S.89 degrees 08'56"W., on the South line of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2, a distance of 666.30 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 2 also being a point on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2; thence S.00 degrees 33'42"W., on the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 2, a distance of 663.54 feet to the Southeast corner of the Northwest 1/4 of said Section 2; thence S.89 degrees 55'32"W., on the South line of the Northwest 1/4 of said Section 2, a distance of 1318.08 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 2 also being the Northeast corner of TWIN FOUNTAINS CLUB, INC., as recorded in Condominium Plat Book 33 Page 3 of the Public Records of Polk County, Florida; thence N.00 degrees 34'33"W., on the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 2 also being the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 2, a distance of 1308.22 feet to the POINT OF BEGINNING.</p> <p>Parcel contains 49.19 acres, more or less.</p>		
SURVEYOR'S REPORT		
<ol style="list-style-type: none"> 1. This sketch not valid unless embossed or stamped with a surveyor's seal. 2. Underground encroachments such as utilities and foundations, that may exist, have not been located. 3. Parcel numbers, owners name, address and property use shown hereon obtained from the Polk County Property Appraisers web site. 4. This is NOT a Boundary Survey. 5. This sketch was prepared without the benefit of a current Title Commitment, Title Opinion or Ownership and Encumbrance Report. Therefore there may be easements, rights of way or other encumbrances that are not shown on this sketch that may be found in the Public Records of Polk County, Florida. 6. Legal description shown hereon prepared by the undersigned surveyor. 7. Bearings shown hereon are based on the Florida State Plane Coordinate System, West Zone, 1983-2011 adjustment, holding the West line of the Northwest 1/4 Section 2, Township 29 South, Range 27 East as being N.00 degrees 36'30"W. 		
SURVEYOR'S CERTIFICATE		
<p>I, the undersigned Professional Surveyor and Mapper, hereby certify that this Sketch of Description was prepared under my direct supervision, that to the best of my knowledge, information and belief is a true and accurate representation of the land shown and described, and that it meets the Standards of Practice for Land Surveying in the State of Florida Chapter 5J-17, Florida Administrative Code.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;">  <p>Steven E. Jefferson Professional Surveyor and Mapper No. 5489 State of Florida</p> </div> <div style="width: 35%; text-align: center;">  </div> </div>		
PREPARED BY: ACCURATE SURVEYING OF FLORIDA, INC. 4206 NATIONAL GUARD DRIVE PLANT CITY, FLORIDA 33563 (813) 645-2300 LICENSE BUSINESS NO. 8211	PREPARED FOR: AG INVESTMENT OF POLK COUNTY LLC 5529 US HIGHWAY 98 N LAKELAND, FLORIDA 33809-3103	CREW CHIEF: N/A PROJECT #: DRAWN BY: BJJ DATE: 11/27/22 CHECKED BY: D.J.B. SHEET: 1 of 4 REVISION DATE: 01/20/23 01/28/23

COMPOSITE EXHIBIT "B" to Ordinance No. 23-05

Location Map





TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 23-09, EMERGENCY PURCHASE LIFT STATION PUMP
- SUBJECT:** Town Commission will consider approval of Resolution 23-09 for the emergency purchase of a lift station pump.
- STAFF ANALYSIS:** One of the pumps at lift station 8 went down and is not able to be repaired. The lift station is currently running with one pump. The pump that failed needs to be replaced as soon as possible to restore lift station services and to limit the risk of the remaining pump failing.
- FISCAL IMPACT:** \$11,550.00.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-09
Quote sheet

RESOLUTION NO. 23-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE PURCHASE AND INSTALLATION OF A REPLACEMENT 15 HP ZOELLER SEWAGE PUMP FOR LIFT STATION 8; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND APPROVING AN AGREEMENT WITH C & W EQUIPMENT REPAIR AND MAINTENANCE, INC. FOR THE EMERGENCY PURCHASE AND INSTALLATION PUMPING SERVICES FOR OF A REPLACEMENT 15 HP ZOELLER SEWAGE PUMP FOR LIFT STATION 8.

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by the need to have a fully operational lift station in order to effectively maintain and operate the plumbing and sewage disposal systems connected to the Town of Dundee wastewater utility system; and

WHEREAS, the Commission acknowledges that each lift station which includes, but is not to be limited to, Lift Station No. 8 uses two (2) pumps in order to move raw sewage and/or wastewater from residential, commercial and industrial users to a designated wastewater treatment facility; and

WHEREAS, the Commission acknowledges that, in the event of a pump failure at Lift Station No. 8, Lift Station No. 8 would be non-functioning causing backups and overflows; and

WHEREAS, on June 13, 2023, the Commission authorized and approved, at a duly noticed public meeting, the Town Manager to take any and all necessary further action(s) in order to purchase and install a replacement 15 HP Zoeller Sewage Pump for

Lift Station No. 8 which includes, but is not limited to, negotiating and entering into an agreement with C & W Equipment Repair and Maintenance, Inc. for the emergency purchase and installation of a 15 HP Zoeller Sewage Pump for Lift Station No. 8; and

WHEREAS, a copy of the C & W Equipment Repair and Maintenance, Inc. Proposal (the "Proposal") is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, Town has an immediate need for the emergency purchase and installation of a 15 HP Zoeller Sewage Pump for Lift Station No. 8; and

WHEREAS, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to approve the Proposal and enter into an Agreement with C & W Equipment Repair and Maintenance, Inc. for the emergency purchase and installation of a 15 HP Zoeller Sewage Pump for Lift Station No. 8; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges and agrees that the Proposal constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

WHEREAS, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee's and the Town citizens and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

SECTION 1: The Town Commission declares that the foregoing recitals are true and hereby factually finds as such.

SECTION 2: The Town Commission finds that an "emergency" as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists, namely that the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and welfare of the Town's employees and the Town's

citizens and residents.

SECTION 3: Accordingly, the Town Commission authorizes, approves, confirms, and ratifies: (1) the Town Manager’s actions in negotiating and approving C & W Equipment Repair and Maintenance, Inc. Proposal (the “Proposal”) for the emergency purchase and installation of a 15 HP Zoeller Sewage Pump for Lift Station No. 8; and (2) the Town Manager’s actions in negotiating and entering into an agreement with C & W Equipment Repair and Maintenance, Inc. for the emergency purchase and installation of a 15 HP Zoeller Sewage Pump for Lift Station No. 8, as further described in the attached **Exhibit “A”** and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

SECTION 4: This Resolution shall be effective immediately upon adoption by the Town Commission.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 13th day of June, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"



C & W Equipment Repair and Maintenance, Inc.

P.O. Box 463
 Haines City, Fl. 33845
 863-585-7755-Phone
 863-207-4563-Accounting
 Email: info@cwerm.com

Proposal

Date
6/5/2023

Name / Address	
TOWN OF DUNDEE P.O. BOX 1000 DUNDEE, FL. 33838	
<i>This proposal is good for 15 days, thank you for the opportunity to submit this proposal</i>	
Rep	Project
DEC	15HP SEWAGE PUMP

Description	Qty	Rate	Total
1- 15HP ZOELLER SEWAGE PUMP, MODEL# F6223, 9.625" IMPELLER, 4" DISCHARGE, 1750 RPM, 230V, 3 PHASE		11,550.00	11,550.00
<p>***NOTE***</p> <p>PUMP IS 8-10 WEEKS OUT ONCE ORDERED</p> <p>1- HYDROMATIC 15HP SEWAGE PUMP--\$16,500.00 (IN STOCK)</p> <p>***PRICE COMPARISON BETWEEN THE 2 PUMPS***</p>			
<p>Proposal approved by:</p> <p>Name: <u>Tracy Mercer</u></p> <p>Signature: <u>Tracy Mercer</u></p>	6/5/23		

Material prices may increase depending on the amount of time it takes for proposal to be approved. Currently we are having to check material prices every 3 days due to continued increases.	Total	\$11,550.00
--	--------------	-------------

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon stikes, accidents or delays beyond our control.



TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 23-10, EMERGENCY PURCHASE FOR REPAIRS TO THE WASTEWATER TREATMENT PLANT TRAIN 1
- SUBJECT:** Town Commission will consider approval of Resolution 23-10 for emergency repairs to the wastewater treatment plant train 1.
- STAFF ANALYSIS:** The need to complete treatment train 1 clean out/diffuser repairs and rehabilitation project is urgent and of the upmost importance to restore treatment services and to prevent any added treatment failures, capacity failures, and compliance issues of a more extensive nature. The RAS/WAS line is blocked, created by the proliferation of wipes and debris that has collected in the clean-out areas.
- FISCAL IMPACT:** \$38,892.25.
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-10
Repair proposal

RESOLUTION NO. 23-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE REPAIR AND REHABILITATION OF THE WASTEWATER TREATMENT PLANT TREATMENT TRAIN NO. 1; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND APPROVING AN AGREEMENT WITH HZ CONSTRUCTION, INC. FOR THE EMERGENCY REPAIR AND REHABILITATION OF THE WASTEWATER TREATMENT PLANT TREATMENT TRAIN NO. 1.

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee management to ensure the health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by the need to have a fully operational regional wastewater treatment plant (WWTP) in order to effectively maintain and operate the plumbing and sewage disposal systems connected to the Town of Dundee wastewater utility system; and

WHEREAS, the Commission acknowledges that the WWTP uses two (2) treatment trains in order to handle the total treatment capacity which is permitted for 700,000 gallons per day; and

WHEREAS, the Commission acknowledges that WWTP Treatment Train No. 1 is currently offline which limits the total treatment capacity to approximately 350,000 gallons per day; and

WHEREAS, the Commission also acknowledges that, under normal conditions and while the WWTP Treatment Train No. 1 is offline, the WWTP is operating at approximately 62% of its total treatment capacity; and

WHEREAS, on June 13, 2023, the Commission authorized and approved, at a duly noticed public meeting, the Town Manager to take any and all necessary further action(s) in order to negotiate, approve and enter into an agreement with HZ Construction,

Inc. for the emergency repair and rehabilitation of the WWTP Treatment Train No. 1; and

WHEREAS, a copy of the HZ Construction, Inc. Proposal (the “Proposal”) is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, Town has an immediate need for the emergency repair and rehabilitation of the WWTP Treatment Train No. 1; and

WHEREAS, the Town Commission of the Town of Dundee acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to approve the Proposal and enter into an Agreement with HZ Construction, Inc. for the emergency repair and rehabilitation of the WWTP Treatment Train No. 1; and

WHEREAS, pursuant to Section 2-159(3)b of the Town of Dundee Code of Ordinances, the Commission acknowledges and agrees that the Proposal constitutes an emergency purchase made in response to a requirement when the delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizens; and

WHEREAS, the delay incident in strictly complying with all governing rules, regulations, and public bidding procedures and/or Town procurement requirements in this instance would be detrimental to the health, safety and welfare of the Town Employee’s and the Town citizens and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

SECTION 1: The Town Commission declares that the foregoing recitals are true and hereby factually finds as such.

SECTION 2: The Town Commission finds that an “emergency” as defined in Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, exists, namely that the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and welfare of the Town’s employees and the Town’s citizens and residents.

SECTION 3: Accordingly, the Town Commission authorizes, approves, confirms, and ratifies: (1) the Town Manager’s actions in negotiating and approving the HZ Construction, Inc. Proposal (the “Proposal”) for the emergency repair and rehabilitation

of the WWTP Treatment Train No. 1; and (2) the Town Manager’s actions in negotiating and entering into an agreement with HZ Construction, Inc. for the emergency repair and rehabilitation of the WWTP Treatment Train No. 1, as further described in the attached **Exhibit “A”** and incorporated herein by reference, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

SECTION 4: This Resolution shall be effective immediately upon adoption by the Town Commission.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 13th day of June, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 6-6-2023

DEPARTMENT: Utilities - 535

NAME OF PERSON SECURING THE QUOTE: Jonathan Blackburn

GENERAL DESCRIPTION OF ITEM: Pack Age Plant Clean Out and
Diffuser Work

Vendor Selected:

VENDOR #1

COMPANY NAME: C&W

CONTACT NUMBER: _____ NAME OF REPRESENTATIVE: _____

PRICE: NO # SHIPPING: _____

COMMENTS: NO Proposal Received

Vendor Selected:

VENDOR #2

COMPANY NAME: HZ Construction, Inc

CONTACT NUMBER: _____ NAME OF REPRESENTATIVE: _____

PRICE: \$38,892.25 SHIPPING: _____

COMMENTS: _____

Vendor Selected:

VENDOR #3

COMPANY NAME: U.S. Submergent Technologies

CONTACT NUMBER: _____ NAME OF REPRESENTATIVE: _____

PRICE: \$39,425.00 SHIPPING: _____

COMMENTS: _____

DEPARTMENT DIRECTOR/SUPERVISOR: Tracy Mercer

DATE: 6-7-2023

FINANCE DIRECTOR APPROVAL: _____

DATE: _____

TOWN MANAGER APPROVAL: _____

DATE: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____



CONSTRUCTION, INC. LIC. # CBC 1253949
 220 North Kirkman Road, Suite A
 Orlando, Florida 32811
 (407) 375-0716
 www.hzflorida.com

PCO Name

PROJECT: Dundee Package Plant Clean-out and Diffuser Work
 OWNER: City of Dundee
 ENG:

Proposal # _____
 DATE: 5/15/2023
 PREPARED BY: CS

HZ Construction will provide all necessary labor, materials, equipment, tools and supervision required to execute the work scope defined herewith, in accordance with this proposal, for the amount listed below. This quotation contains items only as listed herein. Any additional items not listed will be subject to additional compensation. Any additional time required to perform this work is listed herewith. Written confirmation of your acceptance is required before work can commence.

SCOPE:
 HZ Construction is pleased to provide the attached Proposal for the Cleaning out of Existing Package plant including sludge/grit removal and disposal, removal of existing diffusers and cleanup of said diffusers. If diffusers are found to be defective, then Dundee shall provide additional coarse air diffusers for replacement. We are only providing 2-10 Hr Days worth of Liquid/Sludge Hauling. Anything in excess to 3 trucks of liquid hauling will be billed to Dundee per the disposal rates provided by Orange at \$60/Ton plus hauling.

ITEM	DESCRIPTION	QTY	UNITS	CREDITS		LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT		TOTAL
				UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	
1	Package Plant Cleanout and Diffuser Cleanup	1	LS		\$ -	\$ 4,400.00	\$ 4,400.00	\$ 1,650.00	\$ 1,650.00	\$ 11,355.00	\$ 11,355.00	\$ 15,362.40	\$ 15,362.40	\$ 32,767.40
2					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUMMARY:					\$ -	\$ -	\$ 4,400.00	\$ 1,650.00	\$ 11,355.00	\$ 15,362.40	\$ 11,355.00	\$ 15,362.40	\$ 32,767.40	\$ 32,767.40
Tax @ 7% of Taxable Materials														\$ 910.35
Small Tools @ 5% of Labor														\$ 220.00
SUBTOTAL DIRECT COST:														\$ 33,897.75
Bonds and Insurance @ 2% of Direct Cost														\$ 677.96
Allowed OH&P on Subcontracted Work														\$ 1,356.24
Allowed OH&P on Direct Cost														\$ 2,780.30
GRAND TOTAL														\$ 38,892.25

VBBC is requesting for the contract completion dates to be (Increased, Decreased, Unchanged) as a result of this Change Proposal. This quotation is valid for 30 days from this proposals date. Written Acceptance is required for this work to commence

Contractor: Vogel Bros Building Co
 Owner: _____
 By: _____ By: _____
 Date: _____ Date: _____
 Engineer: _____



CONSTRUCTION, INC. LIC. # CBC 1253949
 220 North Kirkman Road, Suite A
 Orlando, Florida 32811
 (407) 375-0716
 www.hzflorida.com

WORK SCOPE BREAKDOWN

PROJECT: <u>Dundee Package Plant Cleanup</u>		Proposal #1
OWNER: <u>Town of Dundee</u>		<u>5/15/2023</u>
ENG:		CS

Proposal #
DATE:
PREPARED BY:

PCO Name

Item No.	Description	QTY	Units	Material U/P	Equipment U/P	Labor U/P	Sub U/P	Total	Subtotal
	MATERIAL								
	Mobilization/Demobilization	1	LS	\$ 500.00	\$ 500.00			\$ 1,000.00	
	General Conditions- Ice/Water/Gloves/Tyvek Suits	1	Week	\$ 650.00	\$ 650.00			\$ 1,300.00	
	Hoses and Cleaning Supplies	1	LS	\$ 500.00	\$ 500.00			\$ 1,000.00	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
				\$ -	\$ -			\$ -	
	EQUIPMENT								
	Foremans Truck	3	Days		\$ 75.00	\$ 225.00		\$ 225.00	
	30' Ladder	1	Week		\$ 200.00	\$ 200.00		\$ 400.00	
	Crane Service	2	Days		\$ 5,440.00	\$ 10,880.00		\$ 10,880.00	
	Pressure Washer	2	Days		\$ 25.00	\$ 50.00		\$ 50.00	
	LABOR								
	Laborer	48	MH's			\$ 45.00		\$ 2,160.00	
	Operator		MH's			\$ 66.50		\$ 66.50	
	Foreman	24	MH's			\$ 60.00		\$ 1,440.00	
	Project Manager	8	MH's			\$ 100.00		\$ 800.00	
						\$ -		\$ -	
						\$ -		\$ -	
						\$ -		\$ -	
	SUBCONTRACT								
	Orange Vac & Liquid Tanker-Sub	1	LS					\$ 15,362.40	\$ 15,362.40
								\$ 4,400.00	\$ 15,362.40

	\$ 1,650.00
	\$ 11,355.00
	\$ 15,362.40
	\$ 32,767.40

Tax @ 7% of Taxable Material: \$ 910.35
 Small Tools @ 5% of Labor: \$ 220.00
 Subtotal Direct Cost: \$ 33,897.75

Bonds and Insurance @ 2% of Direct Cost \$ 677.96
 Allowed OH & P on Subcontracted Work @ 10%: \$ 1,536.24
 Allowed OH & P on Direct Cost @ 15%: \$ 2,780.30
Total: \$ 38,892.25

Vogel Bros. Building Co.
2720 Drain Field Rd.
Lakeland, FL 33811

May 16, 2023
Quote # 4148

Attention: Mr. Christian Spires
Email: Cspires@vogelbldg.com
Phone: 907-223-9904

Orange Industrial Services, LLC to furnish supervision, labor and equipment that may be required to clean and vacuum WWTP clarifier located in the Town of Dundee, FL. Work will be performed on a time and material basis, per the following rate schedule, and is subject to a six (6) hour daily minimum.

Pricing

Vacuum Rodder w/Operator and two (2) Technicians

Regular time	per crew	\$ 339.00/Hour
Over 8 Hours & Sat/Sun	per crew	\$ 415.00/Hour

Vacuum Tanker w/Operator

Regular time	per crew	\$ 172.00/Hour
Over 8 Hours & Sat/Sun	per crew	\$ 198.00/Hour

Confined Space Equipment

per shift \$ 250.00/Shift

Safety Package

per shift \$ 250.00/Shift

Support Truck w/ Pipe Trailer

per shift \$ 200.00/Shift

Disposal Fees (Per Trip)

Up to 1.99 Tons

Flat Fee \$ 200.00

2 Tons - 4.99 Tons

Flat Fee \$ 375.00

5 Tons and Over

Per Ton \$ 80.00/Ton

Estimated total for two (2) ten (10) hour days (not including disposal)

\$ 12,028.00

44.18 Tons x \$80=\$3,534.40

Note:

- The first job must be paid for by credit card and all future work can have terms.
- Our payment terms are Net 30 days.
- The crew stays on the clock until the truck is scaled out and cleaned out. **Total= \$15,562.40**
- The prices quoted are based on the following criteria:
 - Non-Certified Payroll.
 - No Retainage.
 - Payment made within our payment terms unless otherwise agreed upon.
 - Quote is good for a period of 90 days from date written.
- Should the above criteria not be able to be complied with, the pricing submitted will be subject to revision.

**8.34lbs/Gallon x 2500 Gallon=
20,850lbs/2000= 10.42
Tons/Truck x 4 Trucks= 44.18
Tons**

1925 Hwy. 17-92 North • Davenport, Florida 33837 • Phone 863-421-1519 • Fax 863-421-4688
Kevin@OrangeIndustrial.com • www.OrangeIndustrial.com



Others to Provide

Access

Utilities (potable water supply, i.e. metered hydrant)

If you have any questions or concerns, please don't hesitate to contact me by email or at 800-824-6527.
Thank you for the opportunity to quote this project.

Respectfully,

Orange Industrial Services, LLC

Kevin Knaak

V.P.

Signature Required if Quote is Agreeable:

X





Kelley Crane Rental

Quotation

Quote No : FO-118257
Customer : Vogel Brothers Building Company
 2720 Drain Field Road
 Lakeland ,FL 33811

Job Site : Dundee Water Reclamation Facility
 Dr. Welsh Road
 28.008893, -81.599837
 Dundee, FL 33838

Quoted To : Mr. Christian Spires
Phone : (907) 223-9904
Fax :
Email : cspires@vogelbld.com

Salesperson : Jeff, Brown
Phone : (727) 639-3212
Fax : (727) 954-5652
Email : jbrown@kelleyequipment.com

Item Description	Quantity	Unit Meas	Rate	Amount
60 Ton Rough Terrain Crane - Operated 8 Hour Minimum Per Day	24.00	Hour	\$250.00	\$6,000.00
Operator Over-Time	0.00	Hour	\$50.00	\$0.00
Operator Double-Time	0.00	Hour	\$100.00	\$0.00
Freight In	2.00	Each	\$1,000.00	\$2,000.00
Freight Out	2.00	Each	\$1,000.00	\$2,000.00
Fuel Surcharge	1.00	%	11.00%	\$880.00
Estimated Minimum Total				\$10,880.00

Description Of Work

RT Crane to work on tank in back of plant that will change out diffusers over 2 to 3 day period.

Lift Info

Up	20	Out	25	In	75	Total Radius	100
Weight	300	Boom	110	Jib	33	Offset	0
Counterweight	Full						

Lift Plans or any special paperwork that Kelley Equipment is required to provide will be subject to additional charges.

Quote is valid for 10 days - All quotes are subject to availability at time of order

**Kelley Crane Rental****Quotation****Terms & Conditions****Operated Cranes - Terms and Conditions**

Rates: Monthly rates are based on an eight (8) hour minimum per day, Monday thru Friday, 40 hours per week, and 176 hours per month minimum. Weekly rates are based on 40 hours per week minimum, Monday thru Friday. A minimum hourly charge applies to all cranes. All hours in addition to the minimum are billed in 30-minute increments. Any delays caused by parties, other than Kelley Equipment will be billed at our published rate schedule including applicable overtime, or quoted rates in this proposal. Fuel Surcharge will apply to total invoice. All quotes are subject to sales rep visit and site evaluation. In the event of significant price increase of material, equipment, energy, labor or fuel occurring during the performance of the contract through no fault of Kelley Equipment, the Contract Sum shall be equitably adjusted by Change Order in accordance with the updated pricing.

Overtime - Overtime charges are in addition to our hourly rate, per quote as follows:

1. Overtime: Monday thru Friday - before 6:00 AM, after 5:00 PM, hours worked over 8 hours per day and all hours worked on Saturday.
2. Double-Time: All hours worked on Sundays and Holidays

Freight - Freight charges are based on Monday thru Friday during daytime hours. Night work and weekend work will be subject to additional charges. Any delays caused by parties other than Kelley Equipment will be billed at our published rate schedule including applicable overtime, or quoted rates in this proposal.

Rigging - All operated cranes include basic rigging accessories. Any specialty required rigging will be provided by customer or by Kelley at an additional charge. Rigging accessories that cannot be transported on the crane will require additional transportation charges. (Spreader bars, man baskets, etc.)

Portal to Portal - Actual time billed from Kelley's yard to job and from job to Kelley's yard. Crane time including all travel and job time applies to the minimum and may exceed the quoted minimum charge based on total actual hours. All cranes are subject to a daily minimum rental charge based on the crane type or size and the workday scheduled. Erection time, dismantle time, positioning of crane, delay and waiting time is billed hourly as work time.

Layovers - (jobs lasting more than one day) charges apply:

1. Crane charges for succeeding days will be charged at applicable minimum for crane size.
2. Operator pick up and drop-off will be billed out at labor rate on first and last day if required.

Customer Required Job Orientations (including security clearances, drug screening, on-site training and employees time/travel, etc.) any costs will be billed as an extra to the customer's account at our published hourly labor rate per man per hour.

Customer Required Crane Inspections - Jobs requiring 3rd Party Crane Inspections or on site crane inspections will be subject to additional charges.

Inclement Weather Charges - (rain, lightning, or excessive wind) Any daily and hourly taxi rentals canceled after being dispatched will be charged 50% of the minimum rental or actual time to and from job if actual time involved is greater than half the minimum charge.

Cancelations - Jobs canceled within 24 hours of confirmed scheduled services will be subject to 50% of applicable minimum charge for the equipment or cost incurred whichever is greater.

Customer Responsibilities -

1. Provide designated certified flagman per OSHA requirements.
2. Provide designated certified riggers to rig and unhook load per OSHA requirements.
3. If applicable provide any special work permits that may be required (aviation, road closures, MOT, etc.)
4. Contractor to provide stable compact ground access without delay and free of obstructions for assembly/disassembly as well as compacted road for the crane to travel and work on. Customer must be in compliance with OSHA 1926.1402. Kelley Equipment will not be held responsible for damage to underground structures, grass, voids, utilities, sidewalks or damage to concrete and asphalt not specifically identified in advance. Protection of identified underground items, concrete or asphalt must be agreed to by all parties, in advance, in writing.
5. Terms of payment shall be due Net30 days upon delivery unless customer is set up as COD without an approved Kelley Credit App on file. After thirty (30) days interest will be applied at the rate of 1 ½% per month. No retainage shall apply to our services.
6. Terms and conditions of this proposal and Kelley Equipment's Operated Equipment Lease Agreement General Conditions FL shall be included in made a part of any purchase orders, contracts, lease agreements, etc. if the proposal is accepted. (Revision 8/7/22)



U.S. Submergent Technologies Cost Estimate

May 5th, 2023

**PROJECT PROPOSAL: Town of Dundee
Package Plant
Accumulated Material Removal**

Customer: Town of Dundee

Contact: John Blackburn

Phone No.: (863) 316-2280

Address: Welsh Rd
Dundee FL 33838

Proposal Sent Via: Email – (jblackburn@townofdundee.com)

Mr. Blackburn,

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this proposal for your consideration to remove the accumulated material from the above referenced structures. Our proposal includes the costs for removal, transportation, and disposal of the estimated volume of material.

The Proposal Pricing Schedule summarizes the estimated quantities and unit costs based on our understanding of existing conditions. USST production rates are based on access to the structure, distribution of material to be removed across the structure bottom, as well as the type and quantity of material to be removed.

The scope of operation for USST includes:

- Mobilization to facility
- Confined space entry
- USST Combination^{3®} Truck Service Crew
- USST Combination^{3®} Truck
- USST Roll Off Truck (if needed)
- USST will reach and remove material from structures utilizing a combination of vacuum, pumping, jetting, and reaching components
- Cleanup project site upon completion of project
- Demobilization from facility



PROPOSAL PRICING SCHEDULE:

Structure: Package Plant Dundee Regional WWTF Welsh Rd				
Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
Mobilization/Demobilization to project	1	Each	\$3,750.00	\$3,750.00
Personnel and equipment for the removal of sand and grit from the tanks listed above	4	Days	\$7,250.00	\$29,000.00
Transportation – Off-site Disposal (estimated)	3	Per Load	\$1,025.00	\$3,075.00
Disposal Cost – Off-site Material Management (estimated)	45	Per Ton	\$80.00	\$3,600.00
Cost Estimate				\$39,425.00

Unit cost will be billed based on actual quantities of time and materials required to remove material. If additional quantities are required, they will be invoiced at the rates above with prior written authorization. USST will begin by removing the liquid material in the outer and inner ring. USST will dispose of liquid material in a Town manhole close to the facility. USST will then spend time removing the rag, sludge, and foliage from the outer ring of the Package Plant, this will be transported to an offsite facility for disposal. USST will maintain daily performance/production records and provide as necessary.

This proposal and pricing are based on information received and is our interpretation of the sections of the RFP and/or specifications that have been made available to us. Exceptions have been noted wherever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

Terms & Conditions:

1. Once the project has been accepted and confirmed to USST for execution, we will schedule this project on a mutually agreed date with a minimum of 5-days lead time. A rescheduling fee of \$3,500 or an additional mobilization cost, whichever is higher, will apply for changes in schedule with less than 3 business days' notice.
2. All waste will be manifested (actual quantity), transported, and disposed of in accordance with all Federal, State and Local regulations.
3. Our rates are based on a Monday through Friday, 0800 – 1600 workday; if Saturday or Sunday work and/or second/third shift work is required and authorized, overtime rates will be charged at one and a half straight time rates and double on observed government holidays.
4. It is the customer's responsibility for payment of any unforeseen tariffs, fees, taxes, and unexpected administrative costs which USST may incur during the execution of this project.
5. A fuel surcharge shall be added to all invoices in accordance with the "National Average Diesel Fuel Index."
6. A Purchase Order and Job Authorization Form will be required prior to project commencement.
7. Payment is DUE UPON RECEIPT of invoice unless otherwise approved in advance by USST.
8. Pricing is valid for 30-days from the date of this proposal.
9. If a payment and performance bond is required, it will be an additional charge at cost plus.
10. Transportation and Disposal cost are based on conforming with waste profile approval for Non-Hazardous waste. Waste profile approval is required prior to scheduling of this project.

Supplemental Conditions:

1. This proposal is contingent upon USST field crew confirmation that the project meets assumed condition and scope of proposal. If conditions differ from when quoted, USST will invoice for actual quantities performed upon written approval of changes to scope.
2. The customer will have the tanks drained down of all free-flowing liquids (if applicable) prior to USST's arrival.
3. Provide unrestricted access to the worksite. If access to unimproved areas is required to complete cleaning, then customer shall provide improvements to enable USST to safely access. Any removal costs due to insufficient access will be charged at cost plus 20%.
4. Customer is responsible for providing a recent TCLP analytical (including 8 RCRA Metals) for offsite disposal as required by 40 CFR Part 503. USST can provide for a cost of \$800.
5. Customer is responsible for providing sufficient suitable high-volume water supply for the high-pressure jetting operation, if needed.
6. This cost estimate does not include pressure washing, hydro- and/or grit-blasting of the structure.
7. Demurrage/dewatering will be invoiced at the rates above rounded to the nearest half-hour, if required.
8. Proper access including height clearance without obstruction in or around structure, so the pump or vacuum head can reach and remove material; client will present structure to be cleaned in sufficient condition for cleaning to take place. This includes removing and/or unbolting any hatches or panels required for access or ventilation.
9. USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked.

Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (850) 264-6115.

Regards,

Chandler Stutler

Account Representative
U.S. Submergent Technologies
(850) 264-6115 | cstutler@ussubmergent.com

Town Representative (signature)

Title

Town Representative (print)

Date

Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.





TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, FDOT AGREEMENT
- SUBJECT:** Town Commission will consider the FDOT Contract ARX92
- STAFF ANALYSIS:** The Town of Dundee has been in a continued contract with FDOT for Traffic Signal Maintenance and Compensation since July 16, 2015. This year's agreement has presented some amended items for consideration.
- FISCAL IMPACT:** An increase from \$11564.00 last FY to \$13,714
- STAFF RECOMMENDATION:** Give Town Manager Davis authorization to move forward with this Traffic Signal Maintenance and Compensation Agreement. For FY 2023-2024.
- ATTACHMENTS:** Traffic Signal Maintenance and Compensation Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

750 **Item 6.**
OPERATIONS
04/23
Page 1 of 4

CONTRACT NO. ARX92
FINANCIAL PROJECT NO. 413647-1-88-01
F.E.I.D. NO. F596000309004
AMENDMENT NO. 8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this _____ day of _____, 2023 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the Town of Dundee, Florida ("Maintaining Agency").

RECITALS:

WHEREAS, the Department and the Maintaining Agency on July 16, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

TOWN OF DUNDEE, Florida
(Maintaining Agency)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: Tandra Davis

Print/Type Name: Mark Mathes, P.E.

Title: Town Manager

Title: District Traffic Operations
Engineer

Legal Review: _____

Attorney: _____ Date: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
 - a. Traffic signals ("TS"),
 - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
 - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
 - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
 - e. Emergency/fire department signals ("FDS"),
 - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
 - g. Blank out signs ("BOS"; including Lane Control Signs),
 - h. Pedestrian hybrid beacons ("PHB"),
 - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
 - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its Town Manager as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (**minus any retainage or forfeiture**) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
 - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exh 1
Item 6.

EXHIBIT A																					
Compensation for Maintaining Traffic Signals and all other Devices for FY 2024														Maintaining Agency:			Town of Dundee				
Effective Date: 7/1/2023 To: 6/30/2024														FPID: 413647-1-88-01			Contract: ARX92				
Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total	
SR 17/MAIN ST CR 542		690	\$ 3,910						\$ 391											\$ 4,301	
SR 17/CENTER ST FREDERICK AVE		691	\$ 3,910						\$ 391											\$ 4,301	
SR 25/US 27 SR 542/DUNDEE RD		744	\$ 3,910						\$ 391			\$ 123						\$ 688		\$ 5,112	
																			Total Lump Sum *	\$	13,714

* Amount paid shall be the Total Lump Sum *minus any retainage or forfeiture*.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 13,714

 Maintaining Agency Tandra Davis, Town Manager Date

 District Traffic Operations Engineer Date

Legend:

- TS - Traffic Signal
- IMTS - Traffic Signal Interconnected & Monitored
- ICB - Intersection Control Beacon
- PFB - Pedestrian Flashing Beacon
- FDS - Emergency Fire Department Signal
- SAWD - Speed Activated Warning Display

- ISNS - Illuminated Street Name Sign
- BOS - Blank Out Sign
- TWB - Traffic Warning Beacon
- PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
- UPS - Uninterruptible Power Supply
- CAVD - Connected Automated Vehicle Device

- PHB - Pedestrian Hybrid Beacon
- ADMS - Arterial Dynamic Message Sign
- PPD - Passive Pedestrian Detection
- TrMC - Traffic Monitoring Camera
- IRWL - In-Roadway Warning Lights
- Total - Compensation Amount (using Unit Rates from Exhibit B)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT**

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO TRAFFIC SIGNAL
 MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT C
 Reimbursement for Replacement and/or Repair of
 Damaged Traffic Signals and Devices**

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date



TOWN COMMISSION MEETING

June 13, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION AND ACTION, RFP 23-02, FIRE DEPARTMENT BAY DOORS
- SUBJECT:** The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 23-02 for the replacement of the Dundee Fire Department bay doors.
- STAFF ANALYSIS:** RFP 23-02 requests the necessary repairs to the Fire Department bay doors as approved in the FY 2022 – 2023 budget at \$60,000. This project includes removal of the existing door and having new columns and doors installed.
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** Authorization for the Town Manager to release RFP 23-02 for the replacement of the Dundee Fire Department bay doors.
- ATTACHMENTS:** RFP 23-02

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR

Dundee Fire Department Engine Bay Door Replacement

RFP NUMBER: 23-02

Responses are due by July 18, 2023 at 4pm

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 23-02
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat, Town Clerk
Town of Dundee
Email: TDouthat@TownofDundee.com
(863) 438-8330, Ext 258

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

TERMS AND CONDITIONS

WORK SUMMARY

PROPOSAL/BID FORM

DRAWINGS/DEPICTIONS

AFFIDAVIT CERTIFICATION IMMIGRATION.....A1

AFFIDAVIT NONCOLLUSIONA2

CERTIFICATION OF DRUG-FREE WORKPLACEA3

SALES TAX SAVINGS FORMA4

Please note that 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 bids received pursuant to this RFP 23-02, re-advertise RFP 23-02, 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.



RFP 23-02
FY 2022-2023 ENGINE BAY DOORS REPLACEMENT
FIRE DEPARTMENT

Sealed Bids marked “**SEALED BID – FY 2022-23 DUNDEE FIRE DEPARTMENT ENGINE BAY DOOR REPLACEMENT**” will be received by the Town Clerk of the Town of Dundee, Florida, until **4pm on July 18, 2023** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Contractor shall furnish all labor, materials, equipment, and supervision necessary for the demolition of the existing floor plan/engine bay doors (see attached **Exhibit “A”**), the removal and disposal of all materials, and the construction of the improvements/new engine bay doors. **Exhibit “A”** is attached hereto and made a part hereof by reference.

Contractor shall be responsible for complying with applicable law, and Contractor shall submit all plans to the Town of Dundee for approval and permitting.

On Wednesday, July 19, 2023 at 2:00pm 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 105 Center Street, Dundee, Florida 33844, on Wednesday, June 28, 2023, at 11:00 AM. The site visit is mandatory. No proposal shall be accepted from a party that was not present for the mandatory site visit.

A Mandatory Pre-Bid meeting will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, at 11:45am, Wednesday, June 28, 2023, for the purpose of answering any questions bidders may have in reference to the project(s). **The Pre-Bid meeting is mandatory and a material requirement of this RFP 23-02.**

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.

Questions may be submitted to the Interim Town Clerk until 3:30pm on Wednesday, July 5, 2023. For more information regarding this RFP 20-02, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at tdouthat@townofdunde.com.

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 23-02: DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT

The Town of Dundee welcomes your response to this RFP 23-02. 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 23-02 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 23-02. 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 bids received pursuant to this RFP 23-02, re-advertise RFP 23-02, 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:

- 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 **DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT** No. 23-02 (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 if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public

records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 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, 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 provisions which may include immediate termination of the 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).

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) **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 CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at **1-888-464- 4218**.

CONSTRUCTION-RELATED CLAUSES

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.

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 equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the 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.
- l) 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

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

A. The “FY 2022-23 DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT” is located at 105 Center Street, Dundee, Florida 33838 and includes, but shall not be limited to, the furnishing of all labor, materials, equipment, and supervision necessary for the demolition of the existing floor plan/engine bay doors (see attached **Exhibit “A”**), the removal and disposal of all materials, and the construction of the improvements/new engine bay doors. The improvements/new engine bay doors will require modification(s) to the structure in order to for proper installation and functioning of the new engine bay doors. In order to construct the improvements/new engine bay doors, the services and work to be performed by the Contractor shall include, but not be limited to, the following:

1. The door color should be red sectional with impact clear glass in 3rd and 4th sections. Contractor shall be responsible for permits and must submit drawings and designs to the Town of Dundee Building Department and/or Development Services staff for review and approval.
2. Contractor shall install. 2-16” masonry block columns in large bays with 2 #5 rebar epoxyed to lintel and slab. Poured solid.
3. Install 1 – custom 10ft x 12ft overhead door.
4. Install 1 – custom 9ft x 10ft overhead door.
5. Install 2 – custom 11ft 6in x 12ft overhead doors.
6. Install 1 – custom 12ft x 12ft overhead door.
7. Install 5 – ¾ HP Hoist operators 115v single phase – with remotes (1 remote each)
8. Stucco and paint 2 columns to match existing building.

B. Project to be completed in accordance with the Contract Documents which includes, but is not

limited to, Work Summary, Terms and Conditions and the request for proposal.

- C. If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.
- 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 this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump sum basis.

1.03 – SEQUENCE OF WORK

- A. 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 shown on the drawings and in written form or required 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.

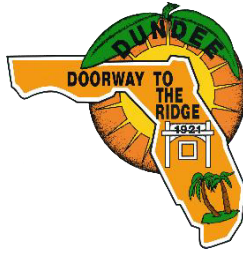
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town of Dundee.



**BID FORM
FY 2022-2023 ENGINE BAY DOOR REPLACEMENT
FIRE DEPARTMENT**

RETURN DATE: Tuesday, July 18, 2023
RETURN TO: Office of the Town
Clerk Attn: RFP 23-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative: _____

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT – A



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: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



TOWN COMMISSION MEETING

June 13, 2023 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 8th Street.
2. Dundee Road from Hwy 27 to Lake Marie Blvd.
3. US Hwy. 27 Eastbound Turn Lanes

STAFF ANALYSIS: Town Staff will close Lake Marie Blvd. (in front of Dundee Community Center) and 8th Street on December 1, 2023, from 5:00 PM-9:00 PM, and December 9, 2023, from 4:00PM – 8:00PM.

If granted, the Sheriff’s Office and Dundee Fire Department will be advised of the temporary closing.

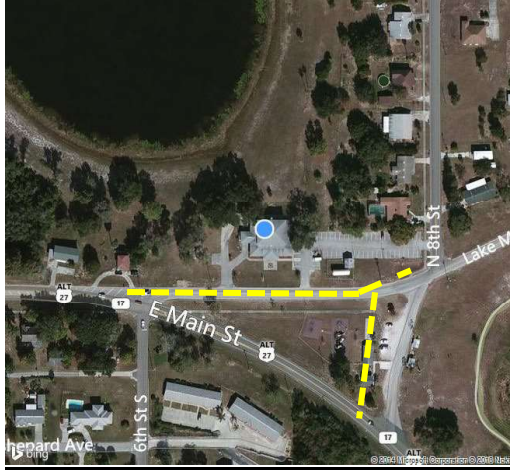
A Road Closure Permit with the Florida Department of Transportation (FDOT) will be necessary for the closing of US Hwy. 27 eastbound turn lanes, Dundee Road (US Hwy. 27 to Lake Marie Blvd.) for the Holiday Celebrations Parade. That permit will be issued by FDOT at a later date.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Location Map for Christmas Tree Lighting and Holiday Parade

Annual Tree Lighting Ceremony



Christmas Parade Route (1.3 mi)

