

AMENDED



TOWN COMMISSION MEETING AGENDA

May 28, 2024 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 28, 2024

A. MINUTES

1. May 14, 2024 Town Commission Meeting

B. AGREEMENTS

1. WHEDC Lease Agreement

2. Stalnaker Road Transfer Agreement

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, NATIONAL PUBLIC WORKS WEEK

NEW BUSINESS

2. DISCUSSION & ACTION, ORDINANCE 24-07 HANDBOOK POLICY UPDATE

3. DISCUSSION & ACTION, RESOLUTION 24-11, STALNAKER ROAD TRANSFER

- 4. DISCUSSION, TOWNWIDE TRANSPORTATION STUDY METHODOLOGY**
- 5. DISCUSSION & ACTION, RFP 24-07 SPLASH PAD**
- 6. DISCUSSION & ACTION, RFP 24-08 UTILITY DEPARTMENT CRANE TRUCK**
- 7. DISCUSSION & ACTION, EIGHTH STREET STRIPING**
- 8. DISCUSSION, SPEED HUMPS**
- 9. DISCUSSION & ACTION, JUNETEENTH CELEBRATION**
- 10. DISCUSSION & ACTION, NORTHEAST POLK CHAMBER OF COMMERCE**

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

May 28, 2024 at 6:30 PM

| | |
|------------------------------|--|
| AGENDA ITEM TITLE: | Approval of the Commission Consent Agenda |
| SUBJECT: | The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration. |
| STAFF ANALYSIS: | <p>The consent agenda for the meeting of May 28, 2024 contains the following:</p> <ul style="list-style-type: none">A. Minutes<ul style="list-style-type: none">1. May 14, 2024 Town Commission MeetingB. Agreements<ul style="list-style-type: none">1. WHEDC Lease Agreement2. Stalnaker Road Transfer Agreement |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | May 14, 2024 TC Meeting Minutes WHEDC Lease Agreement Stalnaker Road Transfer Agreement |



TOWN COMMISSION MEETING MINUTES

May 14, 2024 at 6:30 PM

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

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

CALL TO ORDER by Mayor Pennant at 6:30pm

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

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

ROLL CALL given by Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Ciana Malinis, 502 Edmund Ave, asked about Town spending oversight.

Darlene Moton, 113 Garrison Ave, had questions about Code Enforcement.

Vice Mayor Morris West, 620 E Main St, Haines City, spoke about the Florida Black Caucus and requested a delegate from Dundee to be on the board.

Marissa Green, 1307 Vista Del Lago Blvd, spoke against the Town's partnership with the Winter Haven Economic Development Council.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 14, 2024

A. MINUTES

1. April 23, 2024 Town Commission Meeting

2. May 2, 2024 Purchase Review Committee Meeting

MOTION TO APPROVE items 1 and 2 under Minutes on the consent agenda with changes for May 14, 2024 made by Goddard, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

B. AGREEMENTS

- 1. Polk County Library Cooperative Interlocal Agreement**
- 2. Zambelli Contract 2024**
- 3. Woodland Ranch Estates Water Allocation**
- 4. Shores of Lake Dell Developer's Agreement**
- 5. WHEDC Incubator Lease Agreement**
- 6. Fire Services Agreement**
- 7. Stormwater Utility Agreement**

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

MOTION TO TABLE item 5 and APPROVE the remaining items in the Agreements section of the consent agenda with changes for May 14, 2024 made by Goddard, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

MOTION TO APPROVE the regular agenda with changes for May 14, 2024 made by Richardson, Seconded by Glenn. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, MILITARY APPRECIATION MONTH

MOTION to support May 2024 as Military Appreciation Month made by Glenn, Seconded by Richardson. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented them to Commissioner Quarles and Archie Sapp.

2. PROCLAMATION, MUNICIPAL CLERKS WEEK

MOTION to support May 6 - 10, 2024 as Municipal Clerks Week made by Goddard, Seconded by Quarles. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented it to Town Clerk Douthat.

NEW BUSINESS

3. SELECTION OF VICE MAYOR OF THE TOWN COMMISSION

Town Manager Davis gave the analysis.

Commissioner Goddard was nominated for Vice-Mayor. No other nominations were made.

Mayor Pennant asked Commissioner Goddard if he would accept the role as Vice Mayor for the 2024-2025 year. Commissioner Goddard accepted.

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

MOTION TO APPROVE Commissioner Goddard as Vice Mayor made by Glenn, Seconded by Richardson. Passed unanimously.

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

4. COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES

Town Manager Davis gave the analysis.

Mayor Pennant asked if anyone would be changing appointments. All members agreed to remain in their current appointments.

Town Manager Davis clarified for the record that Commissioner Richardson will continue serving as the SAC representative for Dundee Ridge Middle School.

MOTION TO APPROVE board appointments made by Goddard, Seconded by Glenn. Passed unanimously.

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

5. ORDINANCE 23-10, TOWN OF DUNDEE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

Assistant Town Attorney Claytor read the title of Ordinance 23-10 into the record.

Stefanie von Paleske-Bush, CFRPC, gave the presentation.

Mayor Pennant opened the floor for comments from the public.

Utilities Director Mercer clarified errors in the CFRPC presentation.

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

MOTION TO APPROVE Ordinance 23-10 made by Quarles, Seconded by Glenn. Passed unanimously.

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

6. DISCUSSION & ACTION, RESOLUTION 24-07 TPO APPORTIONMENT PLAN

Assistant Town Attorney Claytor read the title of Resolution 24-07 into the record.

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 24-07 made by Goddard, Seconded by Quarles. Passed unanimously.

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

7. DISCUSSION & ACTION, RESOLUTION 24-08 HICKORY WALK REPAIRS

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

Utilities and Special Projects Director Mercer gave the presentation.

Mayor Pennant opened the floor for comments from the public.

Ciana Malinis, 502 Edmund Ave, asked if there were any warranties that could cover repairs.

Seeing no further comment from the public, the floor was closed.

MOTION TO APPROVE Resolution 24-08 made by Goddard, Seconded by Quarles. Passed unanimously.

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

8. DISCUSSION & ACTION, NEW CITRUS CONNECTION STOPS

Kaley Raub with Citrus Connection gave the presentation.

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

MOTION TO APPROVE the new Citrus Connection stops made by Quarles, Seconded by Goddard. Passed unanimously.

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

9. DISCUSSION & ACTION, BUDGET WORKSHOP DATES

Town Manager Davis gave the analysis.

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

The dates chosen were:

June 11, 2024 5pm through 6:15pm
June 22, 2024 10am through 5:30pm
June 25, 2024 5pm through 6:15pm

MOTION TO APPROVE the listed dates for budget meetings made by Goddard, Seconded by Richardson. Passed unanimously.

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

10. DISCUSSION & ACTION, EDUCATION CONNECT LEARNING CENTER

MOTION TO TABLE item 10 made by Goddard, Seconded by Richardson. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

11. DISCUSSION & ACTION, RFQ 24-01 SUBMISSION EVALUATION & SCORING

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for public comment.

Ciana Malinis, 502 Edmund Ave, asked if this RFQ was for contracting firms.

Annette Wilson, 802 MLK, asked who maintains the yellow striping on the roads.

Seeing no further comment from the public, the floor was closed.

MOTION TO APPROVE AND ACCEPT all responses received by the Evaluation Committee in response to RFQ 24-01 as complete, approve the scoring and ranking of the Evaluation Committee, and authorize the Town Manager to negotiate and enter into consultant continuing agreements with all four (4) vendor/consultants that submitted responses to RFQ 24-01 made by Glenn, Seconded by Goddard. Passed unanimously.

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

REPORTS FROM OFFICERS

Sergeant Anderson invited everyone to the meet and greet on Tuesday, May 21st at the Community Center.

Fire Chief Carbone updated the run totals.

Town Manager Davis gave details on the Sheriff's meet and greet, gave an update on the new digital sign at the Depot, reminded everyone about the Veteran's Memorial grand opening.

Commissioner Richardson requested a conversation with FDOT to discuss traffic issues at MLK and Dundee Rd and requested that the Town become a member of the Northeast Chamber of Commerce.

ADJOURNMENT at 8:40 pm

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter the “Agreement”) is entered into this _____ day of _____, 2024 (hereafter the “Effective Date”), by and between the **TOWN OF DUNDEE**, a Florida Municipal Corporation (hereafter referred to as the “Town” and “Lessor”), and **WINTER HAVEN ECONOMIC DEVELOPMENT COUNCIL, INC.**, a Florida Not-For-Profit Corporation (hereafter the “Lessee”), for the use and occupancy of the real property and structure(s) located at 310 E. Main Street, Dundee, FL 33838-4217.

FACTUAL RECITALS

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

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, Town is the fee simple owner of the land(s) located at 310 E. Main Street, Dundee, FL 33838-4217 and identified by the Polk County Property Appraiser as Parcel Identification Number 272828-836000-015060 which totals approximately .34 +/- acres (the “Property”); and

WHEREAS, Town was conveyed fee simple ownership of the Developer Property by virtue of that certain Special Warranty Deed (the “Deed”) dated November 8, 2019, and recorded in Official Records Book 11043, Page(s) 1340-1342, public records of Polk County, Florida

WHEREAS, a copy of the Deed and legal description are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, Lessor owns, manages, and operates the Property which is located within the municipal boundaries of the Town of Dundee, State of Florida; and

WHEREAS, Pursuant the Florida Department of State, Division of Corporations, Detail by Entity Name (the “Entity Details”), Lessee is registered as a Florida Not-For-Profit corporation; and

WHEREAS, a copy of the Entity Details is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, on March 26, 2024, at a duly noticed public meeting of the Town Commission of the Town of Dundee, Florida (the “Town Commission”), the Winter Haven Economic Development Council provided a PowerPoint presentation (the “Presentation”)

to the Town Commission regarding the Launch East Polk Program which included, but was not limited to, small business incubator service(s); and

WHEREAS, a copy of the Presentation is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, on March 26, 2024, the Town Commission, at a duly noticed public meeting, the Town Commission authorized the Town to take all necessary further action(s) in order to participate in the Launch East Polk Program which included, but was not limited to, negotiating and preparing a lease agreement for the Property; and

WHEREAS, pursuant to the express terms and provisions set forth in this Agreement, Lessee desires to rent, operate, and maintain the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

WHEREAS, pursuant to the express terms and provisions set forth in this Agreement, Town desires to rent the Property for sole purpose of operating the Launch East Polk Program which includes, but is not limited to, providing small business incubator service(s); and

WHEREAS, Lessee acknowledges that the Property has been inspected, and the Property, in its current condition, is suitable and/or fit for the use(s) and/or purposes set forth herein; and

WHEREAS, Lessee acknowledges and agrees that the Town has not made any affirmative statement and/or representation, express or implied, as related to the current condition of the Property; and

WHEREAS, Lessee and its successors, successors-in-interest, and permitted assigns agree to indemnify and hold the Town, its elected and appointed officials, employees and agents harmless of and from any and all costs, expenses, damages, liability and claims (including reasonable attorneys’ fees and costs) related to and/or arising out of this Agreement and the use/occupancy of the Property; and

WHEREAS, Lessee acknowledges and agrees that any provision(s) set forth in this Agreement holding the Town, its elected and appointed officials, employees and agents harmless is intended to be as broad and inclusive as is permitted by the laws of the State of Florida; and

WHEREAS, Lessee and Town acknowledge and agree that this Agreement shall be liberally construed in favor of the Town; and

WHEREAS, Lessee and Town acknowledge, agree and represent that the Lessee and Town are not partners and/or joint venturers; and

WHEREAS, Lessee acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Lessee and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Lessee and Town acknowledge the sufficiency of the consideration received for entering into this Agreement; and

WHEREAS, Town Commission acknowledges and finds that this Agreement between the Lessee and Town to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Factual Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the entry into this Agreement, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the entry into this Agreement between the Town and Lessee.

2. Purpose.

The purpose of this Agreement is to acknowledge and memorialize that, as of the Effective Date of this Agreement, Lessor shall lease the Property to Lessee for sole purpose of operating the Launch East Polk Program (see **Exhibit "C"**) which includes, but is not limited to, providing small business incubator service(s); and, as of the Effective Date of this Agreement, the respective rights and obligations of the Lessor, Lessee, and/or any successors, successors-in-interest, and permitted assigns to the Lessor and Lessee related to and/or arising out of the use and occupancy of the Property shall be established by this Agreement.

3. The Property.

The Lessor owns the parcel of real property and structure(s) (collectively the "Leased Property") which are the subject of this Agreement and specifically identified and depicted in that certain Special Warranty Deed (the "Deed") and Chamber Aerial which are attached hereto as **Exhibit "A"** and incorporated herein by reference.

4. Entry and Inspection.

At any reasonable time, Lessor may enter the leased Property through a designated agent and conduct an inspection to determine if Lessee is in compliance with the terms and conditions of this Agreement.

5. Term of Agreement.

The Term of this Agreement, shall be for four (4) years, commencing upon the Effective Date (the "Initial Term"). Upon commencement, the Lessee shall have access to the Leased Premises. Upon expiration of the Initial Term, unless written notice of non-renewal is sent and received by the parties no later than ninety (90) days prior to the expiration of the Initial Term, the Agreement shall automatically renew for two (2) year terms beginning on the anniversary date of the Agreement (the "Renewal Term"); and, for purposes of the Renewal Term, written notice of non-renewal shall be sent and received by the parties no later than sixty (60) days prior to the expiration of the Renewal Term.

6. Rent and Additional Rent.

As compensation for the rights, interests, and privileges granted to Lessee by this Agreement, the Lessee shall deliver rent payment(s) (the "Rent") in the amount of Ten Dollars and zero cents (\$10.00) per month, which shall be paid in advance each month or may also be prepaid in advance annually at the discretion of the Lessee, during the Term of this Agreement to the Lessor on or before the 5th day of the month plus any applicable sales and/or other taxes, assessments and/or similar charges, cost, expense, or similar fee(s) which the Lessor, pursuant to the terms and provisions of this Agreement and/or applicable Florida law, may be assessed, charged, and/or required to pay (hereafter the "Additional Rent"), which may include, but shall not be limited to, the following:

(a) Alterations and Improvements. At its sole cost and expense, Lessee shall design, permit, and construct any alteration(s) or improvement(s) on and/or for the Property (see **Exhibit "A"**). Prior to altering and/or constructing improvements on and/or for the Property, the Lessee shall deliver to the Lessor a description and drawing of the proposed alteration(s) and/or improvement(s) and obtain the Lessor's written approval, which shall not be unreasonably withheld, to proceed with the proposed alteration(s) and/or improvement(s). A substantially complete list of currently planned alterations and improvements to be undertaken by tenant upon execution of lease is included as **Exhibit "D"**. The Lessee's failure to permit and construct any alteration(s) and/or improvement(s) in compliance with the terms and provisions of this Agreement and applicable Florida law shall be a material breach of this Agreement.

(b) Maintenance and Repair. Pursuant to the terms and provisions of this Agreement, Lessee shall maintain the Leased Property in the same condition as existed on the Effective Date of this Agreement; and, in the event Lessee constructs any alteration(s) and/or improvement(s) on or to the Leased Property, Lessee shall maintain same unless otherwise agreed to in writing by both the Lessee and Lessor. Notwithstanding the aforementioned, Landlord shall maintain and perform necessary repair(s) for the electrical, sewer, abutting sidewalks, and HVAC (heating, ventilation, and air conditioning) system(s) and equipment. The Lessee and Lessor shall use commercially reasonable efforts to maintain and repair the Leased Property.

(c) Lessee shall take precautions against fire, vandalism, burglary, and trespass to the property which includes, but shall not be limited to, installing security system(s) and maintaining adequate insurance coverage(s) in accordance with the terms and conditions set forth herein.

(d) Except for events of casualty, which are identified in any applicable policy of insurance provided for by the Lessee, Lessor shall be responsible for any major repair and/or replacement of the roof for the primary structure which is located on the Property. For purposes of this Subparagraph, the phrase *major repair and/or replacement* shall mean any repair and/or replacement which exceeds 50% of the total replacement cost(s).

(e) Lessee's maintenance and repair obligation(s) shall include, but are not limited to, any such items considered routine maintenance, janitorial services, painting, decorating, electrical (light bulbs and similar), plumbing, carpentry, masonry and other routine maintenance and repairs as are necessary and/or reasonably appropriate based on the type of use(s) and activities conducted on the Property and normal wear and tear of the property.

(f) In the event the Lessee fails to maintain and/or repair the Property, the Lessor may, at its option, pay for the maintenance and repair of the Property and collect from the Lessee any such amount(s) disbursed as Additional Rent.

For purposes of this Agreement, as related to the timely payment of Rent and Additional Rent, Lessee acknowledges that **"time is of the essence."** All Rent and Additional Rent shall be payable to the Lessor on a month-to-month basis. All Rent and Additional Rent shall be delivered to the Lessor either in-person or by United States Certified Mail, Return Receipt, at the address set forth in Section 13 of this Agreement. Rent shall be paid in advance, which means the first payment of the Rent shall be due on the Effective Date, and all subsequent Rent and/or Additional Rent shall be due and payable on or before the 5th of each month thereafter. In the event Additional Rent becomes due and payable to the Lessor, any monies and/or amount(s) received by the Lessor shall be first applied to and/or for the payment of Additional Rent.

7. Lessee Services.

The Lessee operates the Launch East Polk Program (see **Exhibit "C"**) which includes, but is not limited to, providing small business incubator service(s). For purposes of this Agreement, Lessee Services shall not include any activity(ies) involving the sale of a product, and/or the marketing, advertising or promoting of any item or service which is not regularly made available or offered by the Lessee in the normal course of Lessee's business operation(s).

8. Hours of Operation.

The hours for which the Lessee uses the Property shall be consistent with the normal operating hours of the Lessee Services, and consistent with those of similar

business incubators. In the event the Lessee desires to use the Property during time(s) which are not consistent with the Lessee Services, the Lessee shall first obtain the Lessor's prior written approval. Prior to taking possession of the Property, Lessee shall provide Lessor with a proposed operations schedule which shall include, but not be limited to, days and hours of operation(s).

9. Repairs, Alterations, and Maintenance.

Lessee acknowledges that it has inspected the Property, and the Lessee finds same suitable and/or fit for its intended use(s). The Lessee shall be responsible for any and all alteration(s), maintenance, and repair(s) on and/or for the Property.

Lessee shall maintain the Property in a clean, neat and orderly condition, and Lessee shall dispose of all trash in containers as designated by the Town of Dundee. The Lessor reserves the right to enter onto and inspect the Property in order to ensure compliance with the terms and provisions of this Agreement.

Lessee shall obtain the Lessor's written approval prior to making any changes, alterations, or additions to the Property or structures and/or infrastructure that may be located thereon; and, upon the expiration and/or termination of this Agreement, any changes, alterations, additions and improvements on and/or to the Property shall be owned by the Lessor and remain with the Property.

10. Insurance, Indemnification.

(I) Insurance. The Lessee shall procure insurance on and/or for its use of the Property, as follows:

A. General Liability Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, Commercial General Liability Insurance insuring Lessee and Lessor against liability arising from Lessee's use or occupancy of the Property and Lessee operations necessary or incidental thereto. Except as otherwise agreed in writing by the Town, the insurance shall be provided on a form no more restrictive than the Standard Commercial General Liability Form (ISO FORM CG 0001) without any restrictive endorsements, and the Town shall be included as an "Additional Insured" on a form no more restrictive than Form CG 20 10, Additional Insured – Owner's Lessees, or Contractors (Form B). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|--|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operation Aggregate |
| \$2,000,000 | Personal and Advertising Injury |
| \$2,000,000 | Each Occurrence |

B. Worker's Compensation Insurance.

Lessee shall, at its own expense, procure and maintain upon the effective date of this Agreement and throughout the term of this Agreement, with insurers acceptable to the Town, a Worker's Compensation policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Worker Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal and State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

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

C. Property Insurance.

Lessee and the Town shall each be responsible for maintaining their own property insurance. Regardless of whether Lessee purchases property insurance or not, Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Town for any loss arising out of loss or damage to Lessee property on, about, or a part of, the Town's property and the Property whether covered by insurance or not.

D. Evidence of Insurance.

Lessee shall provide the Town an appropriate Certificate of Insurance, which includes thirty (30) days written notice of cancellation to the Town for all coverage and verifies inclusion of the Town as an "Additional Insured" in the General Liability coverage. Until such insurance is no longer required by this Agreement, Lessee shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Nothing herein shall be construed to act as a waiver of the Town's sovereign immunity or limits of liability set forth in section 768.28, Florida Statutes (2023) regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

(II) Indemnification. To the fullest extent permitted by law, and in consideration of the amount(s) stated herein, Lessee shall indemnify and hold harmless the Lessor and its elected officials, officers, agents, and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Lessee and other persons employed, utilized, and/or permitted invitees of the Lessee in the performance of this Agreement.

Without limiting the generality of the foregoing, the Lessor and Lessee agree that, as used in this indemnification:

(a) the phrase “liabilities, damages, losses, and costs” shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with this Agreement and any project, task or work performed hereunder;

(b) the phrase “reasonable attorneys’ fees” shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase “negligence, recklessness, or intentionally wrongful conduct” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Lessee, any person or organization directly or indirectly employed by Lessee, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement and any project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Lessee in the performance of this Agreement and any project, task or work performed hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Lessee or any other person or organization.

11. Assignment.

The Lessee shall not assign this Agreement or any interest therein; or sublease the Property or any portion thereof without the Lessor’s prior written consent which shall not be unreasonably withheld.

12. Default and Termination.

Notwithstanding the terms and provisions of this Agreement for the payment of Rent and Additional Rent, the Lessor agrees that should the Lessee breach this Agreement or be in default of any of terms, covenants and/or conditions contained therein, prior to the Lessor claiming any right to relief as a result of said breach and/or default, the Lessor shall give the Lessee written notice which identifies the specific breach and/or default. Upon receipt of such written notice, the Lessee shall have five (5) days within which to commence to cure the breach and/or default or such additional time to cure as may be approved by the Lessor so long as the Lessee is making a good faith effort to cure such breach and/or default as determined solely by the Lessor.

In the event that the Lessee is not able to cure any such breach and/or default of this Agreement following the expiration of the cure period, including any and all extensions thereof, the non-breaching party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the party in breach and/or default.

During the Initial Term, this Agreement shall be terminated only by the mutual written consent of the parties. During the Renewal Term, the Agreement may be terminated by either party without cause upon providing the non-terminating party with sixty (60) days written notice.

13. Compliance with Laws.

In performing under this Agreement, the Lessee shall comply with all federal, state, and local laws, rules, regulations, ordinances, and written policies of the Town of Dundee. The requirements of this section shall include, but not be limited to, any and all requirements regarding maintenance of the Property in a clean and litter free manner. The Lessee's failure to comply with the requirements of this Section shall result in immediate suspension and/or termination of the Agreement. The determination as to whether to suspend or terminate the Agreement shall be made in the sole discretion of the Lessor.

14. Notices.

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

1. If to the Lessor: Town of Dundee
Attention: Town Manager
P.O. Box 1000
Dundee, Florida 33838
- With copies to: *(shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP

Post Office Drawer 30
Bartow, FL 33831-0030

2. If to Lessee: Winter Haven EDC
Bruce Lyon, President
150 3rd St SW
Suite 206
Winter Haven, FL 33880

With Copies to: *(shall not constitute notice)*
Mark Turner, Esquire
Straughn & Turner, PA
255 Magnolia Ave SW
Winter Haven, FL

For purposes of this section, any notice(s) delivered by the Lessor shall be deemed to have been received by the Lessee on the date sent; and, any notice(s) delivered by the Lessee shall be deemed to have been received on the date of receipt as shown on the Return Receipt.

15. Lessor's Limit of Liability.

Notwithstanding any other provision of this Agreement, no part of this Agreement or any interpretation thereof shall be deemed: (1) a waiver of the LESSOR's sovereign immunity under applicable Florida law, and (2) to create any obligation or liability of LESSOR for the acts, omissions or negligence of the LESSEE, and (3) a waiver of any available defense by LESSOR or a waiver of any limit on its liability, including without limitation, limits under Section 768.28, Florida Statutes (2023), whether the claim is brought under contract, tort, negligence, equity or any other legal cause of action, and 4) to create any obligation of LESSOR, contrary to applicable Florida law or administrative regulation, including without limitation, provisions regarding public records and open government. These provisions shall survive the termination, cancellation and/or expiration of this Lease.

16. No Effect on Code Violations; No Contract Zoning.

This Agreement shall not be interpreted to condone, authorize or permit any violation of the Code of Ordinances of the Town of Dundee and/or applicable Florida law. Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

17. Construction.

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

18. Calculation of Time Periods.

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date.

19. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida.

20. Attorneys' Fees.

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

21. Severability.

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

22. Section Headings.

The headings in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

23. Gender Neutral.

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

24. Representations and Warranties.

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

25. Modification.

This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Lessor and Lessee and approved by Lessor's governing body. Moreover, no oral modifications will be effective or binding on either the Lessor or Lessee regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.

26. Force Majeure.

In the event either the Lessor and/or Lessee shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, failure of power, pandemics, riots, insurrection, war, acts of God, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

27. Authority.

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

28. Waiver.

The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

29. Exhibits.

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

30. Duty to Cooperate and Act in Good Faith.

The Lessor and Lessee acknowledge and agree that it is in their best interests and the best interests of the public that the Property be operated and managed in accordance

with the terms, covenants and conditions contained herein; and both the Lessor and Lessee shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

31. Entire Agreement.

The Lessor and Lessee agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

[The rest of this page left intentionally blank; signatures follow]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date first written above.

TOWN OF DUNDEE, FLORIDA

By:

Tandra Davis, Town Manager

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

Signed, Sealed and Delivered
In the Presence of
WITNESSES:

**Winter Haven Economic Development Council, Inc
Florida Not For Profit Corporation**

By:

Witness Signature

[Name and Title]

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public, State of Florida

Printed Name: _____

My commission expires: _____

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR ALL OF STALNAKER ROAD FROM STATE ROAD 17 TO DEAD END EAST,
DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Stalnaker Road, a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to the transfer all of Stalnaker Road from State Road 17 to dead end east, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

All of Stalnaker Road from State Road 17 to dead end east.

Including, but not limited to those parts of the rights-of-ways for Stalnaker Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 02, Township 29 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD

from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2024.

ATTEST:

TOWN OF DUNDEE

By: _____
Trevor Douthat, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2024

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

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Section 02, Township 29 South, Range 27 East

This instrument prepared under
The direction of:
R. Wade Allen, Administrator
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Stalnaker Road

Item B.

COUNTY DEED

THIS DEED, made this _____ day of _____, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Stalnaker Road from State Road 17 to dead end east.

Including, but not limited to those parts of the rights-of-ways for Stalnaker Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 02, Township 29 South, Range 27 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)

PROCLAMATION



WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme is “**Public Works: Creating a Lasting Impression**”, speaks to the never-ending effort of public works professionals to use sustainable solutions to bring their communities the highest possible quality of life within a framework of environmental, social, and economic responsibility.

NOW, THEREFORE, the Town Commission of the Town of Dundee, Florida does hereby proclaim the week of May 19th through May 25th, 2024 as

NATIONAL PUBLIC WORKS WEEK

in the Town of Dundee and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

PASSED AND DULY ADOPTED in regular session this 28th day of May 2024.

TOWN OF DUNDEE, FLORIDA

ATTEST:

Pennant, Mayor

Samuel E.

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, ORDINANCE 24-07 HANDBOOK POLICY UPDATE |
| SUBJECT: | Town Commission will consider Ordinance 24-07 concerning employee handbook policy updates |
| STAFF ANALYSIS: | <p>Staff requested permission to review three items related to the town's personnel policy handbook at our April 23, 2024, Town Commission Meeting. Tonight, Town staff will propose a revision of two mentioned sections of the Handbook Policy.</p> <ol style="list-style-type: none">1. Review of Town Relatives Employment2. Review of Town Tobacco and Smoking Policy <p>The section related to Town cell phone usage policy will require additional research and review. This update could possibly require additional software for the Town to make sure we are meeting the requirements of Public Retention related to cell phones uses and data. Upon the completion of that research and cost related to those updates, we will present a revision that would be more suitable for the Town's needs.</p> |
| FISCAL IMPACT: | None |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | Ord 24-07 FL Statute 112.3135 |

ORDINANCE NO. 24-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING SECTION 2 TITLED “DEFINITION OF TERMS”, SECTION 3 TITLED “STANDARDS OF CONDUCT”, AND CREATING SECTION 14.7 TITLED “NO TOBACCO - SMOKING” IN THE TOWN OF DUNDEE PERSONNEL POLICY HANDBOOK; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on May 11, 2010, at a duly noticed public hearing, the Town Commission of the Town of Dundee (the “Town Commission”) adopted Ordinance No. 10-02 establishing a new and revised Town of Dundee Personnel Policy Handbook; and

WHEREAS, pursuant to Section 4.06 of the Town of Dundee Charter (the “Charter”), the Town Commission may establish personnel procedures and rules by ordinance; and

WHEREAS, pursuant to Section 1.04A of the Personnel Policy Handbook, the Town Manager shall present to the Town Commission rules, regulations and changes, as necessary, for the administration of the personnel system; and

WHEREAS, on May 25, 2021, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 21-07 adopting a revised and restated Town of Dundee Personnel Policy Handbook (the “Handbook”); and

WHEREAS, on April 12, 2022, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 22-12 amending Section 14.01 of the Handbook; and

WHEREAS, on September 23, 2023, at a duly noticed public hearing, the Town Commission adopted Ordinance No. 23-08 amending Sections 5.01, 5.02, 5.03, 6.01, 7.01, 8.01, 8.02 and 8.13 of the Handbook; and

WHEREAS, the Town Commission has considered and reviewed the amendment(s) to the personnel rules for the Handbook which amend Sections 2 titled "Definition of Terms," 3.6 titled "Employment of Relatives," and creates 14.7 titled "No Tobacco – Smoking" of the Handbook (collectively referred to as the "Amendments"); and

WHEREAS, the Amendments are more particularly set forth on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Town Commission finds that it is beneficial, appropriate, and in the best interests of the residents and citizens of the Town of Dundee to adopt the Amendments (see **Exhibit "A"**) for the Town of Dundee Personnel Policy Handbook; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this Ordinance is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements that form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

Section 2. Amendment. The Town of Dundee hereby amends Sections 2 titled "Definition of Terms," 3.6 titled "Employment of Relatives," and creates 14.7 titled "No Tobacco – Smoking" (collectively referred to as the "Amendments") of the Town of Dundee Personnel Policy Handbook (*Revised November 2023*) (the "Handbook") as shown in **Exhibit "A"**, which is attached hereto and made a part hereof (deleted provisions are shown in ~~strikethrough~~ format, and new provisions are shown in underlined format).

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect. The amended sections of the Handbook (see attached **Exhibit "A"**), insofar as they are substantially the same as legislation previously adopted by ordinance(s) of the Town of Dundee and relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

Section 4. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Administrative Correction of Scrivener's Errors. It is the intention of the City Commission that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Codification. This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this Ordinance shall be located in the Office of the Town of Dundee Town Clerk, and the revised and restated Town of Dundee Personnel Policy Handbook (June 2024) shall be reviewed annually by the Town of Dundee Town Manager and remain on file in the Office of the Town of Dundee Town Clerk.

Section 7. Business Impact Estimate. On October 1, 2023, Senate Bill 170, *Chapter 2023-309, Laws of Florida*, was enacted creating Section 166.0411 of the Florida

Statutes by requiring a municipality to prepare a business impact estimate before the enactment of an ordinance. Provided however, Section 166.0411(4)(c), Florida Statutes (2023) provides, in pertinent part, that municipal ordinances enacted and required for compliance with federal or state law or regulation are exempt. Notwithstanding the fact that this Ordinance is otherwise exempt from Section 166.0411 of the Florida Statutes, the economic and/or cost impact of the provisions of this Ordinance, as an overall average, is *de minimis* or negligible, if any, in regard to the Amendments. The Handbook is not applicable to the general public, and the Amendments are only applicable to person(s) employed by the Town of Dundee. Therefore, this Ordinance has no direct economic impact on private businesses within the corporate limits of the Town of Dundee, Florida.

Section 8. Effective Date. The effective date of this Ordinance shall be immediately upon passage on second reading.

INTRODUCED AND PASSED on first reading, at a regular meeting of the Town Commission of the Town of Dundee, Florida, held this 28th day of May, 2024.

PASSED AND FINALLY ADOPTED on second reading and adoption public hearing at the meeting of the Town Commission of the Town of Dundee, Florida, duly assembled on this _____ day of _____, 2024.

TOWN OF DUNDEE, FLORIDA

Mayor- Sam Pennant

ATTEST:

Town Clerk – Trevor Douthat

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT "A"

(Additions shown in underline and deletions shown in ~~strike through~~)

EXHIBIT A

PERSONNEL POLICY HANDBOOK

Revised November 2023 June 2024



P.O. Box 1000, Dundee, Florida 33838
Phone: 863-438-8330 Fax: 863-438-8333
www.TownofDundee.com

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SECTION 1

GENERAL PROVISIONS

1.01 Purpose

- A. The purpose of these Personnel Policies is to provide a general guide for the personnel administration of the Town of Dundee.
- B. It is the intent of these policies to assure fair treatment of all the Town's employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age, or gender and with proper regard for an employee's privacy and rights as a citizen.
- C. All employees serve at the pleasure of the Town and no employee shall have any vested rights in his or her employment or in the practices and procedures set forth in these Personnel Policies except only by a specific written contract. It is the intent of the Town to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve his/her performance and skills to enable the Town to offer quality service to the public and provide opportunities for advancement of employees.
- D. Employees shall have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing in accordance with State law.

1.02 Positions Covered

- A. These Personnel Policies cover most employees in the municipal government. Some positions are not covered due to their nature and include:
 - Mayor and Commission
 - Town Manager
 - Town Attorney
 - Board and Commission Members
 - Seasonal and Temporary positions
 - Volunteer Personnel excluding volunteer firefighters
 - Advisory Boards and Commissions
 - Consultants and Counsel rendering professional service
- B. Department Directors are covered by all provisions except overtime rules.
- C. The Town Commission may authorize extending the benefits of the Career Service or may authorize the Town Manager to fill any positions in the manner in which positions in the Career Service are filled.

[3]

- D. Personnel employed under the provisions of government programs or grants approved by the Town Commission or the Town Manager shall be considered as non-covered positions. Methods of appointment, rights and benefits will be determined by the Town Manager, unless otherwise specified by the governmental agreement.
- E. Volunteer Firefighters who are acting in their official capacity as Volunteer Town of Dundee Firefighters.

1.03 Administration

- A. The Town Manager shall be responsible for the administration and direction of the Town's personnel program.
- B. Department Directors will be responsible for the proper and effective administration of these personnel policies within their respective departments. Routine matters pertaining to enforcement may be delegated.
- C. The Town retains all management rights including, but not limited to, the following:
 - 1. To determine the organization of the Town.
 - 2. To determine the purpose of each of its departments.
 - 3. To exercise control and discretion over the organization and efficiency of operations.
 - 4. To set standards for services to be offered to the public.
 - 5. To manage and direct the employees of the Town and to determine the number of personnel to be employed.
 - 6. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees.
 - 7. To suspend, demote, discharge, or take other disciplinary action against employees.
 - 8. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, lack of funds or other reasons.

9. To determine the location, methods, means and personnel by which operations are to be conducted including the right to contract and sub-contract existing and future work.
 10. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department, division, or project.
 11. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
 12. To require all employees to have periodic physical examinations which may include psychological, drug and controlled substance testing, etc., at the Town's expense.
- D. The Mayor and Town Commission play a major role in the personnel function. The goals the Commission establishes for the Town form the framework for Town personnel policies and rules. The Commission approves salaries, benefits, and size of the work force by adopting an annual budget. They appoint the Town Manager whom they designate to serve as their Chief Executive Officer.

1.04 Amendments

- A. The Town Manager shall present to the Town Commission rules, regulations and changes as necessary for the administration of the personnel system.
- B. Amendment, changes, or revisions of the Personnel Policies as approved by the Town Commission shall be posted on Town bulletin boards and distributed to all Town departments.

1.05 Department Policies

- A. Department operating policies and procedures serve as supplements to these policies. In the event of conflict in any section, the Town Personnel Policies shall prevail.
- B. Department policies and procedures will be in writing and approved by the Town Manager for conformance to the Personnel Policies.

SECTION 2

DEFINITION OF TERMS

Active Pay Status - Authorized paid leaves, holiday or time worked.

Anniversary Date - The date on which an employee begins employment and the same date in following years. This also is the date from which vacations and sick leave are computed [this date changes only if an employee is in a non-pay status for one (1) pay period or more; the anniversary date is then deferred by an equivalent amount].

Applicant - Individual who has completed and submitted an application for employment with the Town.

Appeal - An application for review of a disciplinary action submitted or instituted by an employee.

Appointment - Offer and acceptance by a person of a position either on a regular or temporary basis.

Career Service Employee - A full-time employee who has successfully completed an initial probationary period. A Career Service Employee is subject to and receives all benefits and rights as provided by the Personnel Policies.

Class - Group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions and pay range.

Class Description - Written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties, and the qualifications for the class.

Class Title - Title in the classification plan which describes the general nature of work of the position.

Classification - Grouping positions in classes.

Classification Date - Date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods, order of layoff and eligibility for performance increases.

Classification Plan - Official system of grouping positions into classes.

Compensation - The standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan - The official schedule of pay assigning rates of pay to each class title.

Continuous Service - Employment which is uninterrupted except for authorized leaves of absence, suspension, or separation due to reduction in work force. Authorized paid leaves of absence are included as part of continuous service.

Demotion - Assignment of an employee from one class to another which has a lower maximum rate of pay.

Dismissal - Separation from Town employment for cause.

Electronic Messaging Device (EMD) - includes all Town of Dundee personal computers, electronic mail systems (e-mail), voice mail systems, paging systems, electronic bulletin boards, Internet service providers, fax machines, laptop, or mobile computing terminals (MCT) and any part of the Town's computer network. EMD devices are designed and intended for conducting business of this organization and are restricted to that purpose.

Exempt Status - Employees who are in an exempt status category under the Fair Labor Standards Act or any other applicable rule, regulation, or law and are not eligible for overtime pay.

Grade - Designation for a job classification in the pay plan.

Full-Time - Position that requires an employee to work the full number of hours scheduled for employees of the division.

Immediate Family - Includes spouse, children, stepchildren, parent, stepparents, grandmother, grandfather, brother, sister, brother or sister of spouse, stepsiblings, half-siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, or any relative living in the same household (this definition is for purposes of Sick Leave, Funeral Leave, Special Leave only).

Insubordination - The unwillingness on the part of an employee to submit to the authority vested in supervisors, Department Directors and the Town Manager as outlined in the Personnel Policies.

Layoff - Reduction of the number of employees due to the lack of work, funds, or other causes.

Leave - Approved type of absence from work as provided by these policies.

May - The word "may" shall be interpreted as permissive.

Non-Covered Position - Employees and positions which are exempt from specific provisions of the Personnel Policies, including the Career Service employment appeal provisions.

Overtime - Time worked in excess of the regularly scheduled work periods for those persons not working on an exempt basis.

Part-Time - Position that requires the employee to work fewer hours than normally designated for others in the same classification.

Pay Range - Salary, which is assigned to a classification title, expressed as a pay range number.

Performance Evaluation - A report relative to the job performance of employees made by the supervisor.

Performance Pay Increase - Increase established in the pay plan which may be granted to an employee based on job performance.

Position - Groups of duties and responsibilities assigned and budgeted requiring the full-time or part-time employment of one (1) person.

Probationary Employee - Full time employee serving a trial period prior to regular appointment in that position.

Probationary Period - Period of time provided to allow the Department Director an opportunity to evaluate an employees' performance and to decide whether the employee is to be retained or not.

Promotion - Assignment of an employee from one class to another which has a higher maximum rate of pay.

Regular Appointment - Appointment to a regular position authorized to be filled.

Relative – unless otherwise specifically provided for this Town of Dundee Personnel Policy Handbook, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. See §112.312(21), Fla. Stat. (2023) (defining, in general, terms related to public officers and employees). Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister (State Statute definition).

Resignation - Act of voluntarily withdrawing from Town employment.

Retirement - Whenever an employee meets the conditions set forth in the Retirement Plan regulations, the employee may elect to retire and receive all benefits earned under the Plan.

Sexual Harassment - Unwelcome sexual advances of whatever nature, requests for sexual favors or other verbal or physical conduct of a sexual nature.

Shall/Will - These terms are interpreted as being mandatory.

Suspension - Relief from work without pay under the Personnel Policies by their Department Director or other supervisor authorized to enforce disciplinary action.

Temporary Employee - An employee appointed for a special project or other work of a temporary or transitory nature. All will serve in a non-covered status and meet requirements set by the Town.

Trainee - Employee undergoing a training period to learn the job duties or to attain education or certification.

Transfer - Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

Workday - Scheduled number of hours an employee is required to work per day.

SECTION 3

STANDARDS OF CONDUCT

3.01 General Policy

- A. The Town of Dundee has established a system of personnel management to assist in providing superior service to the community.
- B. The Town advocates the concept that the quality of public service can reach maximum efficiency through a Personnel Management System based on merit principles.
- C. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.
- D. It is the policy of the Town to expect compliance from employees with all Personnel Policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.
- E. An employee of the Town of Dundee represents the Town in all his/her dealings with the public. Being a representative involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employees. A Town employee's appearance, attitude, and behavior all announce to our customers, both internal and external, what may be expected from the Town's government.

3.02 Equal Employment Opportunity

- A. The Town is firmly committed to equal employment opportunity and does not discriminate in any employment-related decisions based on race, color, religion, national origin, gender, age, handicap, or marital status.
- B. Any complaint of violation of the equal opportunity policy may be handled through the regular complaint procedure. You may also report such complaints directly to your supervisor. All such complaints will be promptly investigated and, if deemed valid, corrective action will be taken.
- C. Handicapped persons will be given full consideration for employment in all departments.

3.03 Harassment

- A. The Town shares a common belief that each employee should be able to work in an environment free of discrimination, and any form of harassment,

based on race, color, religion, age, gender, pregnancy, national origin, handicap, or marital status.

- B. To help ensure that no Town employee feels that they are being subjected to harassment and in order to create a comfortable work environment, the Town prohibits any offensive physical, written or spoken conduct, including conduct of a sexual nature. Some examples include:
 - 1. Unwelcome or unwanted advances, including sexual advances.
 - 2. Unwelcome requests or demands for favors, including sexual favors.
 - 3. Verbal or visual abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sex-oriented and considered unwelcome.
 - 4. Any type of sexually oriented conduct or other prohibited form of harassment that would unreasonably interfere with work performance.
 - 5. Creating a work environment that is intimidating, hostile, abusive or offensive because of unwelcomed or unwanted conversations, suggestions, requests, demands, physical contact or attentions, whether sexually oriented or other prohibited form of harassment.
- C. Normal, courteous, mutually respectful, pleasant, non-coercive interactions between employees, including men and women, that are acceptable to both parties are not considered to be harassment, including sexual harassment.
- D. If an employee believes that he or she is being subjected to any of these forms of harassment or believes that he or she is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, he/she must bring this to the attention of the appropriate person(s) in management. The very nature of harassment makes it virtually impossible to detect unless the person being harassed registers his or her discontent with the Town's representative. Consequently, in order for the Town to deal with the problem, the employee must report such offensive conduct or situations to the Town's Personnel Office.
- E. A record of the complaint and the findings will become a part of the file and will be maintained separately from the employee's personnel file.
- F. It is understood that any person elected to utilize this complaint resolution procedure will be treated courteously, the problem handled swiftly and confidentially, and the registering of a complaint will in no way be used against the employee, nor will it have an adverse impact on the individual's employment status.

3.04 Conflict of Interest

- A. Employees who may be able to influence actions and decisions regarding the Town's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers.
- B. An outside personal economic relationship which affords present or future financial benefits to an employee, his/her family, or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the Town Manager.
- C. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Town.
- D. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Town Manager.
- E. The Town Manager shall determine whether a relationship could cause a potential conflict of interest.
- F. It is improper for any employee to use his/her position with the Town to obtain or attempt to obtain any special preferences, privileges, or exemptions for him/her or for others.
- G. No employee shall disclose information gained by reason of his/her official position, nor shall the employee use such information for personal gain or benefit.

3.05 Political Activity

- A. Employees MAY:
 - 1. Register and vote as they choose.
 - 2. Assist in voter registration drives.
 - 3. Express their opinion about candidates and issues.
 - 4. Contribute money to a political organization or attend political fund-raising functions.
 - 5. Wear or display political badges.
 - 6. Attend political rallies and meetings.

7. Join a political club or party.
8. Sign nominating petitions.
9. Campaign for/against referendum questions, constitutional amendments, etc.
10. Become a candidate for an elective political office.
11. The employee may use annual and/or personal leave or work after duty hours during a campaign other than one for a Town office.
12. Any employee who wishes to accept or seek election to a Town office shall resign from Town employment upon formal declaration of candidacy.
13. An employee wishing to qualify for any other elective office shall submit written notification to the Town Manager, who will determine whether a conflict of interest exists. Should the employee win such election, he/she will resign from the Career Service effective on the date of election. Should the employee lose the election, he/she will be permitted to retain his/her Career Service position.

B. Employees MAY NOT:

1. Use official authority or influence for the purpose of interfering with an election or nomination for office, coercing or influencing another person's vote or affecting the result thereof.
2. Directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend or contribute anything of value to a party or candidate.
3. Interfere in any other way with the personal right of any officer or employee.

3.06 Employment of Relatives

- A. The Town is bound by the provisions of Section 112.3135, Florida Statutes (2023), regarding restrictions on employment of relatives. If one (1) or more of the eligible candidates for hire falls within the provisions of Section 112.3135, Florida Statutes (2023), such person(s) shall be removed from the list of consideration. No relative of any employee will be hired or retained on a regular or temporary basis by the Town.

- B. In accordance with Section 112.3135, Florida Statutes (2023), the Town shall not permit the employment of family members in positions in which either family member would be directly or indirectly supervised by or supervising, influenced by or influencing the activities or employment conditions of the other. For purposes of this Section, the term *family member* shall mean father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- C. The relative of any elected official in the Town is disqualified from being hired for any compensated office or employment within the Town organization during the term for which said official is active within the Town organization. Should an otherwise ineligible relative already be employed by the Town at the time of said official's election to office, the employee is prohibited from attempting to influence the Commission member's vote on any issue related to the operation(s) of the Town.

3.07 Outside Employment

- A. Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, Town employment shall be considered their primary employment. No employee may engage in outside employment which would interfere with the interest of the Town.
- B. Any employee desiring to pursue outside employment shall request approval from their Department Director.
- C. The Department Director may reject the request if it is deemed to affect Town employment. Any notice to engage in outside employment previously granted under these Policies may be canceled or terminated at any time by the Town upon giving sufficient written notice to the employee concerned.
- D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under Town Worker's Compensation as a result of a disability due to outside employment.
- E. Equipment, facilities, vehicles, or property of the Town shall not be used by employees for outside employment.

3.08 Release of Information

- A. Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.

- B. It is the intent of the Town to ensure that all information released is true and accurate. Unless release of information is a normal part of their duties, employees will direct such inquiries to their Department Director or the Town Manager.

3.09 Solicitation and Distribution

- A. Employee contributions to charitable organizations are voluntary. Coercion of an employee to make contributions will not be permitted.
- B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any Town facility.
- C. Employees are prohibited from soliciting any other Town employee on behalf of any organization, including labor unions, labor organization or employee organizations during the working hours of any employee who is involved in the solicitation (See Section 447.509, Florida Statutes).
- D. Distribution of literature for Town sanctioned programs such as recreational activities are not restricted by this policy.

3.10 Employee Debts

An employee's financial transactions are the employee's personal affair. The Town will not act as a collection agent. However, should complaints concerning an employee's failure to meet financial obligations result in interference with the employee's job performance or occasional loss of time and effort on the part of other Town employees, the employee concerned shall be informed. Should the condition continue, the employee may be subject to disciplinary action.

3.11 Use of Town Property

- A. Employees shall not use Town property, equipment including Town issued cell phones or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person, either on or off duty, except as authorized by the Town in writing.
- B. Employees are permitted to use Town telephones for personal local calls in cases of necessity. Excessive use or interfering with work is not permitted.

3.12 Dress and Appearance

- A. Employees assigned duties dealing with the public should be properly groomed and dressed in a businesslike manner.

- B. Those employees furnished uniforms and shoes will be required to wear them correctly. Those who wear hats will wear only Town issued hats.
- C. Determination of an employee's specific dress and appearance is a supervisory responsibility and will be treated as such. Personal appearance standards may be established in departmental rules.

3.13 Personal Business

Conducting personal business while on official duty should be kept to a minimum. If it is necessary for the employee to make telephone calls or meet with persons not employed by the Town, the discussions should be held during breaks or meal period. Exceptions will be allowed only in cases of emergency.

3.14 Acceptance of Gifts

Employees shall not accept anything of value, including a gift, loan, reward, promise of future employment or services that:

- A. Would cause a reasonably prudent person to be influenced in the discharge of official duties; or
- B. Are based upon any understanding that the judgment of the employee in carrying out his/her employment responsibilities would be influenced thereby (Section 112.313(2), Florida Statutes).

3.15 Internet Access

A. It is the intent of the Town of Dundee to provide Internet access to employees who have a demonstrable need. While using the Internet, it is understood that the employee is always representing the Town, and will use the Internet professionally, productively, and responsibly. Employees will follow the generally accepted rules of network etiquette and adhere to the following requirements:

- 1. Internet use is for Town business purposes only. The Internet will not be used in any way that could disrupt the productivity of the Town or the use of the Town's computer network. Personal use, other than for pre-approved educational purposes, is not allowed. Downloading, viewing or interaction with sexually explicit or pornographic sites is strictly forbidden. Gaming is prohibited. Access to chat groups or bulletin boards, unless for a direct business purpose, is prohibited.
- 2. Illegal activities are forbidden. Employees do not maintain any right to privacy in Town owned Electronic Messaging Device (EMD) equipment or its contents, including personally owned software.

3. Members shall not download or install on their EMD any file (e.g., sound and video files, files attached to e-mail messages), software or other materials from the Internet or other external sources without taking prescribed steps to preclude infection by computer viruses.
4. Transmission of electronic messages and information on communications media provided for Town employees shall be treated with the same degree of propriety and professionalism as official written correspondence. All electronic messages and information on Town communications media are subject to the public records laws of the State of Florida.
5. Use of personal Internet access accounts, software, or providers on Town-owned EMDs is prohibited. Employees may use only assigned access Internet service accounts. To avoid breaches of security, employees shall log off any EMD which has access to the agency's computer network, electronic mail system, the Internet or sensitive information whenever they leave their workstation.
6. Attempts to subvert Internet security to impair functionality of the Internet or to bypass restrictions set by the Town is strictly forbidden.
7. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.
8. Violation of this policy will result in disciplinary action as provided in Section 13, Disciplinary Action.

SECTION 4

EMPLOYMENT POLICIES

4.01 Appointing Authority

The Town Manager has the authority of appointment and removal of subordinate positions. Such authority may be delegated to a Department Director.

4.02 Position Control

All positions in the Town are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Town Commission subject to adequate justification on need and availability of funds.

4.03 Types of Appointments

- A. Regular - Employees who work full-time.
- B. Part-Time - Employees who work less than the normal scheduled hours per week.
- C. Temporary - Positions (whether part-time, full-time, or hourly) that are anticipated to be comparatively short or limited duration for special projects, grants, or programs.
- D. Seasonal - Employees hired specifically for seasonal work will be laid off at the close of the season for which they were appointed.
- E. Trainee - Employees who do not meet the minimum qualifications of the position. The length of training is at the discretion of the Town.
- F. Volunteer Firefighters – Employees acting in their official capacity as volunteer Town of Dundee Firefighters that perform fire suppression and other related emergency services.

4.04 Application Procedures

- A. When departments submit requests for persons to fill vacancies, the requests shall include the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.
- B. Upon being notified of a vacancy, the employee delegated this authority shall prepare a notice and advertisement, where appropriate, outlining the qualifications for the position.

- C. The Town Manager, in conjunction with the Department Director concerned, will select the best qualified applicant.
- D. When a vacancy has been filled, the remaining applications become inactive after three (3) months.
- E. Employment with the Town shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training, and other merit factors.
- F. As part of the pre-employment procedure, references provided by applicants or reference sources may be checked.

4.05 Processing of Applications

- A. The Town will review and consider all applications for employment filed with the Town. The Town may have any individual application or applications reviewed by Department Directors and subordinates as appropriate. The Town may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant's criminal history and their qualifications and the interests of the Town. The Town reserves the right to perform state and national background checks on all potential and current employees (Section 166.0442, Florida Statutes).
- B. The Town may reject an application which indicates that the applicant does not possess one or more of the requirements as specified in the announcement.
- C. Applications may also be rejected for the following reasons:
 - 1. The applicant has been convicted of a felony or of a first-degree misdemeanor, which directly relates to the position sought. (Section 112.011(1), Florida Statutes)
 - 2. The applicant has made false statements of any fact in the application.

NOTES:

- 1. Whether or not an applicant will be rejected under items 1 and 2 above will depend on the specific facts, including the nature of the offense, relevance to employment, and the passage of time since the incident occurred, evidence of rehabilitation or other mitigating factors.
- 2. Section 112.011(2)(b), Florida Statutes states that applicants for employment with the Town's fire department with a prior felony

conviction shall be excluded from employment for a four (4) year period after expiration of sentence or final release by the Parole Commission unless the applicant has received a full pardon or restoration of civil rights.

3. The Town reserves the right to modify its policy on criminal convictions for those positions deemed to be critical to security or public safety (Section 112.011(2)(c), Florida Statutes).

D. Before final processing, an applicant must:

1. Pass a drug screen performed and evaluated by the Town's designated testing facility.
2. Present a valid Social Security card.
3. Present proof of:
 - a. Education, if required by the position.
 - b. Date of birth.
 - c. Citizenship or resident alien status.
 - d. Separation from the Armed Forces (DD-214 Form).
 - e. Be subject to a background investigation, if required by the position.
 - f. Present a valid Florida Driver's License, where required by the position.
 - g. All employees, if required to have a commercial driver's license (CDL) or other special vehicular license will be required to obtain these licenses within 90 days. Failure to obtain this required license within 90 days will result in termination.

E. The applicant upon receiving the job offer must pass a physical exam prior to reporting to work to evaluate the employee's physical ability to perform the duties required by the position.

4.06 Transfers

- A. An employee may be transferred from a classification in one department to the same or equivalent classification in another department. Two (2) weeks' notice shall be given prior to the transfer, unless otherwise agreed upon by both Department Directors.
- B. A regular employee who accepts a vacant position of equal classification in another department will be required to serve a three (3) month probationary period following the date of transfer. In the event an employee fails to successfully complete the probationary period, every effort will be made to

return the employee to the position and status held immediately prior to the transfer. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists, the employee will be terminated.

4.07 Promotions

- A. An employee is promoted when he/she is selected for a higher-level position with the Town.
- B. If an employee is promoted to a higher-level position, his/her promotion shall not be deemed regular until he/she has completed and served in such capacity of the Town for a probationary six (6) months following the date of the promotion. If the employee is not confirmed in the position to which he/she was promoted, the employee may revert to the position held prior to such promotion or equivalent position if one is available. If the employee's former position is filled, the employee may be transferred to a vacant position with the same job classification, subject to the approval of the Department Director. If no vacant position exists, the employee will be terminated.

4.08 Demotions

- A. A demotion is the assignment of an employee from one class to another which has a lower maximum rate of pay. The Town may demote an employee from one class to another which has a lower maximum rate of pay in the following instances:
 - 1. In lieu of lay-off when a position is to be abolished or an employee with prior rights returns to the position.
 - 2. In lieu of dismissal when an employee is not performing satisfactorily or when a health examination conducted by the Town's physician discloses that the employee is not physically qualified to perform the duties of the position.
 - 3. When an employee fails to perform satisfactorily during the probationary period following promotion.
- B. The Town shall furnish the employee a written statement containing the reasons for the demotion.

4.09 Reinstatements

- A. An employee who has resigned in good standing or whose position has been abolished may be rehired, if a vacancy exists, to the same or similar position by the same department from which the employee left.
- B. An employee may be reinstated at the same pay rate as previously received or may revert to a lower rate within the pay range at the discretion of the Town Manager.
- C. Reinstated employees that have separated from the Town's employment for less than thirty (30) days may resume the same seniority benefits they enjoyed prior to termination except as herein otherwise specifically provided. Reinstated employees that have separated from the Town's employment for more than thirty (30) days will be considered new employees for the purpose of benefits. Reinstated employees are subject to the provisions of the applicable retirement and insurance programs that are in effect at the time of reinstatement.
- D. For the purposes of retirement benefits, the applicable provisions of the retirement plan in effect will apply.

4.10 Probationary Period for Newly Hired Employees

- A. The probationary or "working test" period is utilized to observe the new employee's work, to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.
- B. The employment of a person shall not be deemed complete for a period of one (1) year. An employee within the probationary period may be discharged by the Town Manager or the Department Director for which the employee works, without cause. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the Town.
- C. Where the completion of minimal educational requirement or other qualifications are required upon the initial employment of an employee, the probationary period may be extended until all the educational requirements or other qualifications for the position have been met.
- E. During the probationary period, the employee's supervisor will notify the employee if their performance is not satisfactory and test period requirements are not being met.
- F. If a newly hired probationary employee has been found to be unqualified to perform or will not properly perform the duties of the position, the employee

shall be dismissed by the Department Director at the time of such determination.

The Department Director must coordinate this action with the Town Manager and furnish written notice that the employee does not have the right of administrative appeal (See Section 13.05, Appeals).

4.11 Hours of Work

- A. The Town Manager, in conjunction with Department Directors, shall establish hours of work in accordance with the needs of the Town and the public.
- B. Employees working on a shift basis will work the hours as determined by departmental policy.
- C. Lunch periods will be scheduled at the discretion of the Department Director. Lunch periods are scheduled in a manner to best serve the public and the exact time you are to take your lunch break will be determined by your supervisor. It is expected that our employees take lunch, as this time cannot be accumulated or saved for the purpose of leaving work early or accumulating overtime.
- D. All departments throughout the Town are authorized to extend the privilege of fifteen (15) minute break periods to employees. The hours and times for breaks vary in different departments and are left to the discretion of the department director or supervisor. A break is a privilege; therefore, if there is abuse, the privilege can be taken away. There will be times when it will be impossible to take time from a busy schedule to have a break; however, break time cannot be accumulated for use, at another time. There may be two (2) breaks in an eight (8) hour shifts.

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E. On Call/Rounds & Call-Back Policy

This policy applies to Hourly, Operational and Classified non-exempt employees of the Town of Dundee.

Purpose

The purpose of this policy is to provide guidelines to department directors and supervisors regarding the process and procedures to be followed for non-exempt employees who are required to maintain their availability after hours or during days off to perform necessary responsibilities at various Town facilities and/or to be on-call to come back to work or to otherwise be available to respond to emergency situations.

Policy and Procedures

A. Definitions

- On-Call – When an employee’s job assignment requires the ability to be contacted in order to provide professional services, if necessary, but not formally on duty.
- Rounds – When an employee’s job assignment requires the employee to report to work to perform various tasks to ensure that the Town facilities remain functional.
- Call-Back - When an employee is called back to work to perform a task of professional service either in person or via phone or computer.

B. Identification and Notification

Department Directors will identify positions and employees who are required as a condition of employment to be on-call, to come back to work outside of the employee’s regular shift or to conduct round checks at various Town facilities.

Department Directors with on call employees will identify these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call or round ~~at~~ ^{on} either an intermittent or regularly scheduled basis. The Department Director shall maintain a roster of all qualified employees and an equitable rotation schedule shall be followed.

C. On-Call Requirements

Department Directors and/or supervisors should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call with as much notice as possible. The employee is not required to restrict his or her activities while on-call, but must adhere to following guidelines:

- Unless otherwise advised, the employee is not required, while on-call, to remain on the Towns premises. However, the employee must remain available by telephone or text while off site and respond to any message within ten (10) minutes.
- The employee is not restricted to Dundee town limits, but they must be able to be on site within thirty (30) minutes of receiving the call/message of a situation requiring action.
- The employee must remain free of the influence of alcohol or illegal drugs at all times while on call. In addition, the employee should not take any prescription drug that adversely affects his or her ability to perform safely and effectively his or her job duties. If an employee has a medical condition and has concerns about complying with this

requirement, the employee should consult with the Human Resources Department.

- If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
- On-Call employees who fail to respond when called and/or who fail to find a replacement are subject to disciplinary action up to and including termination.

D. Round Requirements

- Department Directors and/or supervisors should provide employees who are required to perform rounds with a schedule of the time and date that the employee will perform such duties.
- Employees performing rounds must remain on Town premises until all rounds are complete.
- If the employee has a conflict and is unable to perform rounds during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the rounds.
- Employees who fail to perform rounds when assigned and/or who fail to find a replacement are subject to disciplinary action up to and including termination.

E. On-Call Pay

- Employees will receive 3 hours of on call pay at their regular rate for each 24-hour shift of on-call status. Compensatory time may NOT be used in lieu of on call pay.

F. Plant Checks

- Employees will receive 2 hours of plant check pay at their regular rate for each day that they have to perform rounds at various Town facilities. This 2-hour of plant check pay counts as time worked.
- Example:
 - If an employee has already worked 40 hours when he or she is on-call, he or she will receive 1-hour of on call pay for the 8-hour on call shift. This hour does not count as hours worked for purposes of calculating overtime and is paid at the employee's regular rate of pay.

- Commuting time to work is not counted as hours worked if the employee is on call and called back to work. Work time begins upon arrival to work and ends upon clocking out and leaving work.
- If an employee is on a current call out and an additional call comes in, that workorder will combine for the current time for which they are actively on the clock. Two separate calls within a 3-hour period will be counted as 1.

4.12 Overtime

- A. Overtime shall be **authorized or directed** only when it is the most practical and economical way of meeting workloads or deadlines.
- B. Overtime should be avoided. It will be the Town's policy to assign each employee regular work duties and responsibilities which can be accomplished within the established day and week.
- C. On occasion, some employees may be required, per their director/supervisor, to alter their typical work schedule. In this case, the employee shall take a day off during the week to avoid any overtime costs.
- D. Employees in designated non-exempt classifications will be paid overtime in accordance with provisions of the Fair Labor Standards Act. However, when working under a State or Federal Disaster Declaration, exempt classifications are authorized for overtime when eligible for reimbursement by another agency. The duration of such overtime authorization and the circumstances under such payment will be made at the discretion of the Town Manager.

Employees Not Eligible for Overtime

Town Manager
Town Clerk
Finance Director
Library Director
Public Works/Utilities Director
Parks and Recreation Director
Fire Chief

Any other classification as may be designated by the Town Manager

- E. Employees exempt from overtime in accordance with C. will be expected, as part of their responsibility, to work in excess of forty (40) hours per week from time to time as required by special circumstances and may receive time-off at the discretion of the Department/Division Head or the Town Manager.

- F. Funeral leave, jury duty, holidays, vacation, sick, annual military leave, and any other absence from work while on pay status will not be counted as time worked for overtime computations.

4.13 Attendance

- A. Employees are expected to report for duty at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in their department. If an employee is unable to work for any reason, he/she must notify the Department Director prior to the scheduled reporting time. Repeated or unjustified absenteeism or lateness is cause for disciplinary action.
- B. Unreported absence of three (3) consecutive workdays may be considered an abandonment of the position and termination of employment.

4.14 Performance Evaluations

The Town shall utilize a program for rating the work performance of employees upon anniversary date of hire each year. Rules and procedures for the performance evaluation system will be contained in the appropriate manual.

4.15 Employee Training

The Town may establish and develop educational and training programs for employees. The purpose of such programs is to increase operational efficiency and to assist employees in preparing themselves for positions of increasing difficulty and responsibility.

4.16 Physical Examination/Testing Procedures

The Town may require all employees to have an annual physical examination by a doctor of the Town's choice which may include, at the Town's discretion, a psychological examination and drug and controlled substance testing. The cost of the examination will be paid by the Town.

4.17 Drug Free Workplace Program

The Town has implemented a Drug Free Workplace Program Policy according to the requirements of the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Section 440.102, Florida Statutes, as amended. This policy is defined in Appendix A of the Personnel Policy Handbook.

4.18 Restricted Duty Assignment

Occasions will arise when an employee is temporarily unable to perform all their job duties as a result of an injury, illness, or other debilitating condition. To ensure consistency and fairness to all employees, it is necessary to establish guidelines for restricted duty assignments. Also, to ensure the continued service and adequate service delivery for the citizens of Dundee, it is necessary to place a limitation upon the duration of restricted duty assignments.

Employees whose physical abilities have been temporarily diminished as a result of an injury, illness, or other debilitating condition (e.g., pregnancy) may, at the discretion of the Town Manager, be assigned to restricted duty.

A. Qualifications for Restricted Duty

1. To qualify for restricted duty, an employee must be certified by the Town's Worker's Compensation Medical Review Officer and/or a licensed physician to be temporarily unable to perform all their job duties as a result of an injury, illness, or other debilitating condition.
2. Employees certified for restricted duty must be capable of performing all the tasks associated with an available, restricted duty assignment.

B. Application for Restricted Duty

1. Injuries on the Job - A qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with restrictions) authorization from the Town's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.
 - a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall submit a "Request for Restricted Duty Assignment" form to their Department Director requesting a restricted duty assignment. The form should include a brief description of the injury and the prognosis for recovery. A copy of the Return-to-Work authorization from the Town's Worker's Compensation Medical Review Officer shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the "Request for Restricted Duty Assignment" form as it is routed through to the Town Manager. The Town Manager shall have the final authority in deciding whether to

approve a request for restricted duty. An employee may not return to duty until the request is approved by the Town Manager.

2. Injuries/Illnesses/Conditions Arising Off the Job - A qualified employee who is suffering from an injury, illness or condition **not** arising in the line of duty may request a restricted duty assignment.
 - a. The Department Director shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall submit a "Request for Restricted Duty Assignment" form and a memorandum to their Department Director requesting a restricted duty assignment. The memorandum should include a brief description of the injury and the prognosis for recovery. A copy of the Return-to-Work authorization from the employee's attending physician shall be attached. The Department Director shall attach a recommendation for a restricted duty assignment to the memorandum and the "Request for Restricted Duty Assignment" form as it is routed through to the Town Manager. The Town Manager shall have the final authority in deciding whether to approve a request for restricted duty. An employee may not return to duty until the request is approved by the Town Manager.

C. Administration

1. The Town Manager shall consider recommendations from the Department Director regarding restricted duty assignments.

In some cases, employees may be allowed to continue in their primary assignment if the efficiency of the division/department will not be affected (Example: An employee normally assigned to administrative duties may be allowed to continue in that assignment after knee surgery).

2. Department Directors will be responsible for monitoring employees from their department who are assigned to restricted duty.

D. Periodic Medical Evaluations

1. At least every thirty (30) days, or more often when necessary, the Town's assigned Worker's Compensation Medical Review Officer shall evaluate employees who are on restricted duty as a result of an on-the-job injury.
2. At least every thirty (30) days, employees who are on restricted duty as a result of an injury, illness or condition **not** arising in the line of duty shall be evaluated by their private attending physician and shall submit a new "Request for Restricted Duty Assignment" form.

E. Duration of Restricted Duty Assignments

1. Restricted duty is only available on a temporary basis to eligible employees.
2. An employee's eligibility for restricted duty shall expire six (6) months after the date of initial injury or onset of the illness or condition.
3. An employee who is on restricted duty and unable to return to full and unrestricted duty after six (6) months from the date of initial injury or onset of the illness or condition must take an authorized leave of absence (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
4. An employee who is "disabled" will be reasonably accommodated as required by the Americans with Disabilities Act.

F. Requirements to Remain in Authorized Leave Status

1. Employees who are physically unable to perform their normal job duties and who do not receive a restricted duty assignment shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
2. Employees whose eligibility for restricted duty has expired and who are still physically unable to perform their normal job duties shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, sick leave bank, leave without pay, Family and Medical Leave Act, etc.).
3. Employees who are eligible for the participation in the Town's sick leave bank should make application through the Town Manager's

Office, only upon exhaustion of all sick, vacation and compensatory time that has been accrued (See Section 7.07, Sick Leave Bank).

4. Failure to remain in authorized leave status may result in termination of employment.

G. Restrictions while on Restricted Duty

1. Employees on restricted duty will follow the directives (i.e., work related restrictions) of the Town's Worker's Compensation Medical Review Officer and/or their private attending physician during the entire period of restricted duty eligibility. Failure to follow medical restrictions may result in denial of restricted duty.
2. Employees on restricted duty shall be evaluated by the Town's Worker's Compensation Medical Review Officer and/or their private attending physician and shall submit "fitness-for-duty" certification before returning to full duty.

H. Management Discretion

1. Restricted duty assignments are provided under the sole discretion of the Town Manager and are available on a temporary basis only.
2. Restricted duty assignments may include changes in work responsibilities, work hours, work location, work attire, etc.

4.19 Merit Pay Program

The Town may establish and implement and thereafter amend a Merit Pay Program by Resolution.

4.20 Tuition Assistance Program

The Town may establish and implement and thereafter amend a Tuition Assistance Program by Resolution.

SECTION 5 **HOLIDAYS**

5.01 Days Observed

- A. The following, and any other days which the Town Commission may declare, are Town holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

| | |
|------------------------------|-----------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | Third Monday in January |
| 3. Memorial Day | Last Monday in May |
| 4. Juneteenth | June 19 |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Veteran's Day | November 11 |
| 8. Thanksgiving | Fourth Thursday in November |
| 9. Friday after Thanksgiving | Fourth Friday in November |
| 10. Christmas Eve | December 24 |
| 11. Christmas Day | December 25 |
| 12. Two Personal Holidays | |

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. The Town Manager will determine when any department or operation will be closed to observe a holiday, and which employee shall be eligible for holiday leave.

5.02 Eligibility for Holiday Pay

- A. All probationary or eligible full-time regular employees will receive eight (8) hours off with pay for each of the holidays earned (See Section 5.03, Holiday on Workday). All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. Probationary or regular full-time firefighters on 24-hour shift schedule will be paid twelve (12) hours straight time as holiday pay for each holiday in lieu of paid time off.
- B. An employee must be on "Active Pay Status" (See Section 2, Definitions of Terms) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

5.03 Holiday on Workday

- A. All full-time regular employees who work on the observed holiday will be paid holiday pay [eight (8) hours straight time] plus time worked. All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. Probationary or regular full-time firefighters on 24-hour shift schedule will be paid twelve (12) hours straight time as holiday pay for each holiday in lieu of paid time off.
- B. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be charged with sick leave.

5.04 Holiday on Leave Day

- A. Holidays which occur during annual or sick leave shall be charged to holiday leave and not to annual or sick leave.
- B. When a holiday falls within a leave without pay absence period, the employee shall not be paid for the holiday.

5.05 Sick Leave Before or After a Holiday

Employees calling in sick the day before or the day after a holiday will not be compensated for the holiday.

SECTION 6
ANNUAL LEAVE (VACATION)

6.01 Eligibility and Rate of Earning

- A. Part-time, emergency and temporary employees shall not earn annual leave.
Regular full-time employee will accrue annual leave as follows:

GENERAL EMPLOYEES

| LENGTH OF SERVICE | MONTHLY ACCRUAL | ANNUAL ACCRUAL | DAILY EQUIVALENT |
|---|--|-----------------------|-------------------------|
| 0 YEARS THROUGH 1 st ANNIV. | 4 Hours | 48 Hours | 4 Days |
| DAY AFTER 2 nd ANNIV. THROUGH 3 rd ANNIV. | 8 Hours | 96 Hours | 12 Days |
| DAY AFTER 3 rd ANNIV. | .7 Hours per Month for each Additional Year of Service | 8.4 Hours | 1 Day and .4 Hour |
| MAXIMUM ALLOWED PER MONTH | 1.7 Days of Annual Leave per Month | | 20 Days and .4 Hour |

FIRE EMPLOYEES

| LENGTH OF SERVICE | MONTHLY ACCRUAL | ANNUAL ACCRUAL | WORKING SHIFT PER YEAR |
|---|------------------------|-----------------------|-------------------------------|
| 0 YEARS THROUGH 5 th ANNIVERSARY | 10 Hours | 120 Hours | 5 Shifts |
| DAY AFTER 5 th ANNIVERSARY THROUGH 10 th ANNIVERSARY | 14 Hours | 168 Hours | 7 Shifts |
| DAY AFTER 10 th ANNIVERSARY THROUGH 15 th ANNIVERSARY | 18 Hours | 216 Hours | 9 Shifts |

| | | | |
|--|----------|-----------|-------------|
| DAY AFTER 15th ANNIVERSARY THROUGH 20th ANNIVERSARY | 20 Hours | 240 Hours | 10 Shifts |
| DAY AFTER 20th ANNIVERSARY THROUGH 25th ANNIVERSARY | 24 Hours | 288 Hours | 12 Shifts |
| DAY AFTER 25th ANNIVERSARY AND BEYOND | 25 Hours | 300 Hours | 12.5 Shifts |

- A. Annual leave is computed on the Town employment anniversary date for each employee.

6.02 Charging Leave

- A. Annual leave will be charged in increments of no less than two (2) hours.
- B. Holidays which occur during the period selected by the employee for annual leave shall be charged against holiday leave and not to annual leave (See Section 5.04, Holiday on Leave Day).
- C. Leave may only be taken as it is earned on a monthly basis.

6.03 Request for Leave

- A. Annual leave may be taken only after approval by the Department Director. Supervisors will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- B. Annual leave may be used only as earned. In emergency or hardship situations, the Town Manager or Department Director may approve an employee's request for leave in advance of having earned such leave not to exceed forty (40) hours. If the employee is unable to reimburse the advanced vacation time due to termination of employment, the balance due will be deducted from the employee's final pay.
- C. Annual leave may be carried forward after an employee's anniversary hire date not to exceed more than eighty (80) hours. However, any earned leave in excess of eighty (80) hours accrual will be forfeited at the anniversary hire date.

- D. Department Director's request for annual leave will be presented to the Town Manager for approval.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 of the Town's Personnel Policy Handbook and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must first use accrued sick leave and/or annual leave and then may take the remainder of the approved FMLA leave as unpaid.

6.04 Accumulation During Leave

Credit for annual leave shall not accumulate during any leave of absence without pay or during any layoff. Annual leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury, or during an authorized annual leave.

6.05 Use

Annual leave may be granted for the following purposes:

- A. Vacation.
- B. Absences for transacting personal business that cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the Town as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- F. For the purposes of vacation, no employee will be allowed to use more than eighty (80) hours of leave consecutively or be absent from work more than two (2) consecutive weeks, whichever is greater.

6.06 Unused Annual Leave

When termination occurs following the first (1st) employment anniversary date, employees will be compensated for vacation leave earned and unused at the date of termination of employment at the employee's current pay rate not to exceed eighty (80) hours.

CONTINUOUS EMPLOYMENT**ANNUAL LEAVE HOURS EARNED
(ACCRUAL RATE PER MONTH)**

0 YEARS THROUGH 1st ANNIV.
DAY AFTER 2nd ANNIV.
THROUGH 3rd ANNIV.
DAY AFTER 3rd ANNIV.

4 hours
8 hours

.7 hours per month for
each additional year of
service

MAXIMUM ALLOWED PER MONTH

1.7 days of annual leave
per month

- B. Annual leave is computed on the Town employment anniversary date for each employee.

6.02 Charging Leave

- A. Annual leave will be charged in increments of no less than two (2) hours.
- B. Holidays which occur during the period selected by the employee for annual leave shall be charged against holiday leave and not to annual leave (See Section 5.04, Holiday on Leave Day).
- C. Leave may only be taken as it is earned on a monthly basis.

6.03 Request for Leave

- A. Annual leave may be taken only after approval by the Department Director. Supervisors will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with the normal functions and operations of the department.
- B. Annual leave may be used only as earned. In emergency or hardship situations, the Town Manager or Department Director may approve an employee's request for leave in advance of having earned such leave not to exceed forty (40) hours. If the employee is unable to reimburse the advanced vacation time due to termination of employment, the balance due will be deducted from the employee's final pay.
- C. Annual leave may be carried forward after an employee's anniversary hire date not to exceed more than eighty (80) hours. However, any earned leave in excess of eighty (80) hours accrual will be forfeited at the anniversary hire date.
- D. Department Director's request for annual leave will be presented to the Town Manager for approval.

- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 of the Town's Personnel Policy Handbook and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must first use accrued sick leave and/or annual leave and then may take the remainder of the approved FMLA leave as unpaid.

6.04 Accumulation During Leave

Credit for annual leave shall not accumulate during any leave of absence without pay or during any layoff. Annual leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury, or during an authorized annual leave.

6.05 Use

Annual leave may be granted for the following purposes:

- A. Vacation.
- B. Absences for transacting personal business that cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the Town as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.
- F. For the purposes of vacation, no employee will be allowed to use more than eighty (80) hours of leave consecutively or be absent from work more than two (2) consecutive weeks, whichever is greater.

6.06 Unused Annual Leave

When termination occurs following the first (1st) employment anniversary date, employees will be compensated for vacation leave earned and unused at the date of termination of employment at the employee's current pay rate not to exceed eighty (80) hours.

SECTION 7 **SICK LEAVE**

7.01 Eligibility and Rate of Earning

- A. Sick leave is provided as a benefit to employees. This benefit allows employees to receive compensation while absent from work on medical leave in accordance with the provisions of Section 7.04, Use. Specifically, this benefit is intended to assist the employee during extended periods of time that an employee is absent from work on medical leave. Each Probationary or Regular Full-Time employee will earn sick leave at a rate of 8.0 hours per month. Probationary or regular part-time employees will earn sick leave at a rate of 4.0 hours per month. Probationary or Regular Full-Time firefighters on 24-hour shift schedule will earn sick leave at a rate of twelve (12.0) hours per month.
- B. Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the Town by deduction from the employee's final pay.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will not be considered as time worked for overtime computation.

7.02 Charging Leave

- A. Sick leave will be charged in one (1) hour minimum increments.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave (See Section 5.04, Holiday on Leave Day).

7.03 Request for Leave

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Director in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Director if the employee submits evidence that it was impossible to give such notification.
- B. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.

- C. An employee who has exhausted sick leave but must be absent due to a use stated in Section 7.04, must use annual leave for the duration of the use or request Leave Without Pay in accordance with provisions of Section 8.08.
- D. An employee who has exhausted annual leave but must be absent due to a use stated in Section 7.04, must request Leave without Pay in accordance with the provisions of Section 9.08 or the employee may be subject to termination.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy, or illness of the employee.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.
- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of a member of the employee's immediate family which requires the personal care and attention by the employee (See definition of Immediate Family in Section 2, Definitions of Terms).

7.05 Accrued Leave

There is no limit on the amount of sick leave an employee may accrue.

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

The Town may establish and implement a Sick Leave Bank that may be amended by Resolution.

7.01 Eligibility and Rate of Earning

- A. Sick leave is provided as a benefit to employees. This benefit allows employees to receive compensation while absent from work on medical leave in accordance with the provisions of Section 7.04, Use. Specifically, this benefit is intended to assist the employee during extended periods of time that an employee is absent from work on medical leave. Each employee will earn sick leave on the following basis:

WORK WEEK SICK LEAVE EARNED

40 HOURS

8.0 HOURS PER MONTH

- B. Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the Town by deduction from the employee's final pay.
- C. Sick leave will not be granted in advance of accrual.
- D. Sick leave will not be considered as time worked for overtime computation.

7.02 Charging Leave

- A. Sick leave will be charged in one (1) hour minimum increments.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave (See Section 5.04, Holiday on Leave Day).

7.03 Request for Leave

- A. To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or Department Director in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Director if the employee submits evidence that it was impossible to give such notification.
- B. The Department Director may request a physician's certificate to verify the illness of any employee on sick leave.
- C. An employee who has exhausted sick leave but must be absent due to a use stated in Section 7.04, must use annual leave for the duration of the use or request Leave Without Pay in accordance with provisions of Section 8.08.

- D. An employee who has exhausted annual leave but must be absent due to a use stated in Section 7.04, must request Leave without Pay in accordance with the provisions of Section 9.08 or the employee may be subject to termination.
- E. Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 9.12 and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or annual leave, the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy, or illness of the employee.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.
- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of a member of the employee's immediate family which requires the personal care and attention by the employee (See definition of Immediate Family in Section 2, Definitions of Terms).

7.05 Accrued Leave

There is no limit on the amount of sick leave an employee may accrue.

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

The Town may establish and implement a Sick Leave Bank that may be amended by Resolution.

SECTION 8

MISCELLANEOUS LEAVES

8.01 Funeral Leave

- A. All full-time employees will be eligible to receive paid funeral leave of up to three (3) days for an in-town funeral or up to five (5) days for an out-of-town funeral for an immediate family member (See definition of Immediate Family, Section 2, Definitions of Terms) and upon approval of the Department Director.
- B. The employee may be required to provide proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of an immediate family member, annual leave may be used.
- C. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted.

8.02 Special Leave

- A. In the case of a serious illness, injury, or temporary care of the employee's immediate family requiring the employee's attendance, the employee's Department Head may grant up to two days of special leave per year.
- B. A Department Head may require verification of the employee's relationship and reason for leave.

8.03 Court Leave

- A. An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive leave with pay at their regular rate for the hours, they attend court.
- B. All regular full-time employees subpoenaed to attend court on behalf of the Town are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay, however, annual leave or leave without pay may be granted.
- C. Employees who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.

- D. Employees required to attend court as stated in "A" above and are on scheduled annual leave may be allowed to take additional leave with pay at a later date for that court time.
- E. Fire Department employees who attend court on behalf of the Town during off-duty time may receive compensatory time off and may receive the normal witness fees.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances will be turned over to the Town, except for travel pay and as shown in "E" above.

8.04 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the Town Manager.

8.05 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the Florida National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in Section 115.08, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

8.06 Civil Disorder or Natural Disaster

- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may be granted leave with pay upon approval by the Town Manager when called on to perform duties in times of civil disturbances, riots, and natural disasters.

- B. Normally the leave should not exceed two (2) days on any one occasion.
- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

8.07 Examinations

An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Manager.

8.08 Leave without Pay

- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Manager.
- B. The following provisions apply to leave without pay:
 - 1. An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 - 2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 - 3. Failure to comply with all the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 - 4. Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave to facilitate the reinstatement process.
 - 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 - 6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- C. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

8.09 Disability Leave (Accident Leave)

- A. Employees of the Town who are injured on the job are eligible for Worker's Compensation.
- B. The employee is not entitled to un-accumulated sick days and vacation days.
- C. Employees who exceed one week on Disability and Accident leave will be placed on Family Medical Leave retroactive to the date of injury, if eligible, otherwise employee may be placed on leave without pay at the discretion of the Town Manager.

8.10 Maternity Leave

- A. Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.
- B. Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or to any combination of sick leave, annual leave and leave without pay.
- C. The time when a woman on maternity leave should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- E. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

8.12 Family and Medical Leave

- A. The Town of Dundee may grant up to twelve (12) weeks of Family and Medical Leave during each calendar year to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible the employee must have worked for the Town of Dundee for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
 - 1. The birth and care of a child [leave completed within one (1) year of birth].
 - 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3. The care of a spouse (legally married), child or parent with a serious health condition.
 - 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case-by-case basis with due consideration being given to individual circumstances; however, leaves of absence will not exceed beyond a six (6) month period.
- C. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hourly schedule.

- D. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days notice of the requested leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.
- E. An employee requesting leave for the care of his or her spouse, child, or parent with a serious health condition or for the employee's serious health condition, is required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- F. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Manager for consideration of approval.
- G. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or annual leave the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.
- H. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.
- I. Employees who exceed one week of sick leave for an unforeseeable qualifying illness will be placed on Family and Medical Leave retroactive to the date of illness.

8.13 School Visitation Leave

- A. An employee will be provided up to one (1) day of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the one (1) day of leave may be taken on any one day. If an employee wishes to make up the time taken off, then the Town will make a good faith effort to allow the employee to do so.

- B. An employee must exhaust all earned and accrued, paid vacation, and holiday leave before requesting school visitation leave. An employee also must give the Town seven (7) days notice prior to taking the leave. If it is an emergency, then an employee must provide only twenty-four (24) hour notice to the Town. After completion of the school visit, an employee may be required to submit to the Town written verification that the visit occurred.

8.01 Funeral Leave

- A. All full-time employees will be eligible to receive paid funeral leave of up to three days for an in-town funeral or up to five days for an out-of-town funeral for an immediate family member (See definition of Immediate Family, Section 2, Definitions of Terms) and upon approval of the Department Director.
- B. The employee may be required to provide proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of an immediate family member, annual leave may be used.
- D. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted.

8.02 Special Leave

- A. In the case of a serious illness, injury, or temporary care of the employee's immediate family requiring the employee's attendance, the employee's Department Head may grant up to sixteen (16) hours of special leave per year.
- B. A Department Head may require verification of the employee's relationship and reason for leave.

8.03 Court Leave

- A. An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive leave with pay at their regular rate for the hours, they attend court.
- B. All regular full-time employees subpoenaed to attend court on behalf of the Town are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay, however, annual leave or leave without pay may be granted.

- C. Employees who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.
- D. Employees required to attend court as stated in "A" above and are on scheduled annual leave may be allowed to take additional leave with pay at a later date for that court time.
- E. Fire Department employees who attend court on behalf of the Town during off-duty time may receive compensatory time off and may receive the normal witness fees.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances will be turned over to the Town, except for travel pay and as shown in "E" above.

8.04 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the Town Manager.

8.05 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the Florida National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in Section 115.08, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

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- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may

be granted leave with pay upon approval by the Town Manager when called on to perform duties in times of civil disturbances, riots, and natural disasters.

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- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

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An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Manager.

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- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Manager.
- B. The following provisions apply to leave without pay:
 - 1. An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 - 2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 - 3. Failure to comply with all the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 - 4. Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave to facilitate the reinstatement process.
 - 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 - 6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.

- C. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

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- C. The time when a woman on maternity leave should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- D. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

8.12 Family and Medical Leave

- A. The Town of Dundee may grant up to twelve (12) weeks of Family and Medical Leave during each calendar year to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible the employee must have worked for the Town of Dundee for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
 - 1. The birth and care of a child [leave completed within one (1) year of birth].
 - 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3. The care of a spouse (legally married), child or parent with a serious health condition.
 - 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case-by-case basis with due consideration being given to individual circumstances; however, leaves of absence will not exceed beyond a six (6) month period.
- C. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before

the employee may take the leave intermittently or work a reduced hourly schedule.

- D. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days notice of the requested leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.
- E. An employee requesting leave for the care of his or her spouse, child, or parent with a serious health condition or for the employee's serious health condition, is required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- F. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Manager for consideration of approval.
- G. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or annual leave the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.
- H. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.
- I. Employees who exceed one week of sick leave for an unforeseeable qualifying illness will be placed on Family and Medical Leave retroactive to the date of illness.

8.13 School Visitation Leave

- A. An employee will be provided up to eight (8) hours of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the eight (8) hours of leave may be taken on any one day. If an employee wishes to make up the time taken off, then the Town will make a good faith effort to allow the employee to do so.

- A. An employee must exhaust all earned and accrued, paid vacation, and holiday leave before requesting school visitation leave. An employee also must give the Town seven (7) days notice prior to taking the leave. If it is an emergency, then an employee must provide only twenty-four (24) hour notice to the Town. After completion of the school visit, an employee may be required to submit to the Town written verification that the visit occurred.

SECTION 9

EMPLOYEE DEVELOPMENT AND WELFARE ACTIVITIES

9.01 Employee Development and Training

The Town Manager, Department/Division Heads, Town administration, employees and others may foster and promote programs of in-service training of Town employees for the purpose of improving the quality of employee services rendered to the Town and to help employees prepare themselves for advancement in the Town's service.

9.02 Types of Training

The following types of training may be offered to employees at the discretion of the supervisor and the Town Manager:

1. Recruit training. Formal training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-service training. Training conducted during working or nonworking hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized training. Attendance of vocational, technical, or professional training programs directly related to service functions.
4. Academic instruction. Completion, by correspondence or classroom attendance, of course work provided by accredited educational institutions where such information will benefit the Town.

9.03 Payment of Training Expenses

All expenses for recruit, in-service, and specialized training including tuition, fees, supplies, and books will be reimbursed by the Town, as budgetary constraints allow. Employees should consult with the Department/Division head prior to registering for training to ensure the proper funding is available. Documented travel, lodging, and other related costs will be reimbursed as follows:

1. All reasonable employee expenses for meals allowed under F.S. 112.061 6.
(a).2
2. Single accommodation for hotel room.
3. Coach or economy fare for airplane, train, or bus. If the employee's personal vehicle is used, reimbursement shall be in accordance with the Internal Revenue

Service's regulations. Transportation to the training shall be based on the most economical total cost to the Town.

4. Miscellaneous expenses such as taxi and car rental, if required. Personal telephone calls, haircuts, newspapers, dry cleaning, and shoeshines, for example, shall not be considered to be eligible miscellaneous expenses.
5. The Town will not compensate for the expenses incurred by spouses or additional guests.

9.04 Prior Approval Required

Training may be recommended by Department/Division Heads and approved by the Town Manager prior to registration. Recommendation and approval, if given, shall be made in accordance with the criteria set below. No reimbursement for training expenses shall be made without such approval.

9.05 Training Decisions

Decisions as to which training sessions may be authorized are based upon budget information and hearing process but, in general, no more than one state conference outside the Orlando area may be authorized for any general management/supervisory employee in any year and in each case must be approved in advance by the Town Manager. Various local conferences for all other employees may be authorized as funds and duty conditions permit.

9.06 Membership in Professional Organizations

Town Employees are encouraged to affiliate with, and the Town may pay the membership fees for professional organizations or societies for which they qualify by education or training provided that such affiliation produces observable benefits for the Town and such affiliation is authorized by the Town Manager.

9.07 Professional Licenses

The Town shall not pay the cost of any federal and/or state license registration and certification fees required by the employee's position.

9.08 Reimbursement of Training Expenses

Any employee who voluntarily terminates their employment with the Town of Dundee, shall reimburse the Town for all training related costs for any specialized training which the employee received within the twelve-month period prior to separation. The amount for the training will be deducted from the employee's final paycheck. Any additional amount will be reimbursed by the employee.

Exceptions to this regulation shall be considered on a case-by-case basis by the Town Commission.

SECTION 10 **SEPARATIONS**

10.01 Types of Separations

Separations and/or terminations from positions in the Town are designated as one of the following types:

- A. Resignation
- B. Retirement
- C. Disability
- B. Death
- E. Reduction in Force (Lay-Off)
- F. Dismissal or Discharge
- G. End of Temporary Assignment

10.02 Resignation

- A. An employee voluntarily leaves the Town.
- B. An employee wishing to resign in good standing shall file a written resignation with the Town, stating the resignation date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation. Failure to comply with this provision may be cause of denying the employee re-employment.
- C. No person shall demand or request that an employee sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediate use of the Town grievance procedure.
- D. Employees who resign in good standing will receive payment for all accrued vacation for which they are eligible according to the provisions of these rules and regulations. Employees with less than one year of employment are not eligible for any payout under this rule.
- E. An employee who has submitted a resignation is eligible for paid holidays but may not take paid sick leave, personal days, or vacation during the notice period. Earned vacation may not be used to extend the termination date beyond the last day worked unless approved by the Town Manager.
- F. Employees who intend to resign must use their accrued days prior to submitting their resignation. Personal days will be forfeited if unused.
- G. Subject to any limitations imposed by applicable law, unauthorized absences or absences determined to be unexcused for a period of three (3)

consecutive days or more shall be treated as resignation without notice and the employee shall be automatically terminated.

10.03 Retirement

A procedure whereby an employee is separated from the Town consistent with the provisions of the retirement plan in effect.

10.04 Health

- A. When an applicant is appointed to a position before the final report of a health examination is received, and the final report shows that the employee is not physically qualified to perform the duties of the position despite reasonable accommodations not creating an undue hardship on the Town, the applicant will be separated.
- B. The Town may request that an employee be examined by the Town's designated physician. If disability of any kind is discovered which impairs the effectiveness of an employee in performing the work or makes continuance on the job a danger to the employee or others, the following action shall be taken:
 - 1. If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected. If the employee fails to take steps to have the disability corrected within the specified time, the employee shall be subject to dismissal.
 - 2. If, in the opinion of the examining physician, the disability cannot be corrected, the Town Manager will attempt to place the employee in another position which he/she can perform satisfactorily. If that step cannot be accomplished successfully, the employee shall be separated either through retirement or dismissal.

10.05 Death

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or the estate of the employee, as determined by law.

10.06 Reduction in Force (lay-off)

- A. When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the abolition of a position or other causes which do not reflect discredit on the service of the employees, employees shall be laid off based on the following factors, each weighed equally:

1. Length of service in the class.
 2. Length of service with the Town.
 3. Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the Town is less than three (3) years.
- B. No regular employee shall be laid-off while another person in the effected class is employed on a provisional, part time, temporary or seasonal basis.
 - C. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.
 - D. The Town Manager shall give the employee to be laid-off written notice of the action before the effective date of the lay-off.
 - E. When a Department Director believes that an employee is essential to the efficient operations of the department due to special skills or abilities and wishes to retain this individual, the Department Director must submit a written request to the Town Manager. The decision of the Town Manager regarding retention or lay-off is final.
 - F. A laid-off employee shall be paid for all eligible accrued annual leave credits. An employee who is reinstated within one (1) year shall have unused sick leave credits restored.

10.07 Dismissal or Discharge

- A. A discharge is the involuntary separation of an employee from the Career Service. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatements privileges.
- B. Charges which form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, by the supervisor or Department Director.
- C. The procedure for dismissal shall be as follows:
 1. During the probationary period following original appointment, a finding by the Town Manager that a dismissal is for the good of the Town shall be final.

2. Career Service employees who are to be dismissed shall be notified in writing of the specific causes for dismissal prior to dismissal. Such notice will include the employee's rights of appeal.
- D. The Town Manager or designee may suspend an employee for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.
1. An employee may be suspended with or without pay for acts involving unsatisfactory performance or conduct prejudicial to the public interest.
 2. An employee may be indefinitely suspended with or without pay if they have been indicted for a felony or for a misdemeanor involving moral turpitude. The suspension shall be terminated by restoration to the Career Service or by dismissal upon the decision of the court. If the employee is restored to the Career Service, full pay for the entire period of suspension will be paid and eligibility for merit pay increase and accrual of leave credits shall not have been interrupted by the suspension.
 3. The employee shall receive written notice, stating the nature and reason for the action, the duration, and rights of appeal.

10.08 Exit Interview

It is the desire of the Town to determine why employees leave the Career Service. An exit interview program may be established by the Town Manager and administered to determine the causes of and possible solutions for turnover within the work force.

10.09 Return of Town Property

At the time of separation from employment, the employee shall return all records, books, assets, uniforms, keys, tools, computers, tablets, cell phones, chargers, and all other items of Town property to Human Resources and receipt/acknowledgement of these will be given to employee. Failure to return same in usable condition shall result in maximum deduction allowed by law from the employee's final paycheck. Any balance due over and above the amount deducted from the employee's paycheck may be collected by the Town through appropriate legal action.

All outstanding voluntary debts to the Town incurred by the employee, such as cost of non-compensatory training, shortages or advances of leave or expense accounts, and other standing debts due to the Town will be deducted from the employees final paycheck.

SECTION 11

SAFETY

11.01 Accident Prevention

Department Directors, supervisors and employees should recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors must have a continuing concern with all possible safety and operational economies. Inadequate safety training, improper equipment handling, and neglect can increase costs, cause accidents, and reduce productivity.

11.02 Accident Reporting

- A. Employees will be advised by their supervisor of their responsibility to immediately report all injuries that occur on the job to their supervisor. Delay in reporting an injury can cause complication of the injury and delayed recovery.
- B. Accident reports must be submitted by the injured employee's supervisor within twenty-four (24) hours of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving Town vehicles. A vehicular accident report will be submitted. If an employee is injured, an injury report will also be required.
- C. In the case of any major or minor vehicular accident, the appropriate law enforcement agency shall be notified immediately.

11.03 Worker's Compensation

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Worker's Compensation Law and Town procedures.

11.04 Employee Safety Awards

The Town Manager may institute an Employee Safety Award Program. Safety awards may be made either to groups of employees or to individuals and will normally be made in recognition of praiseworthy and outstanding safety performance.

SECTION 12

DISCIPLINARY ACTION

12.01 Intent

- A. It is the intent of the Town that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.
- B. Each instance differs in many respects from other situations and the Town retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases, which may arise in the future. The Town Manager retains the right to suspend any disciplinary action which may be taken as a result of good behavior for a specified term.
- C. The following guidelines are not to be construed as limitations upon the retained rights of the Town. The policies provide recommended penalties to apply for specific offenses. This means that a more severe or less severe penalty may be issued than that which appears in the guidelines if it is justified.
- D. Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall, therefore, only be severe enough to constitute an attempt to bring about correction. Discharge shall be resorted to only when other efforts to bring about correction have failed or when the severity of the offense warrants such measures.

Depending upon the circumstances, acceptable disciplinary actions may include:

- 1. Written Warning/Counseling
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Demotion
 - 5. Discharge
- E. Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each guideline, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service and the abilities of the employee. In each case, where the penalty is modified from the recommended guideline, the reason for such modification will be noted in writing.

- F. In all cases, the Department Director shall notify the employee of the action taken and a copy of such notice will be included in the employee's personnel file.
- G. In addition to the general types of offenses listed below, infractions of departmental rules and regulations will subject the employee to disciplinary action.

12.02 Types of Offenses

The three (3) groups of offenses and guides for recommended penalties are as follows:

GROUP I OFFENSES

| | |
|----------------|---|
| FIRST OFFENSE | WRITTEN WARNING |
| SECOND OFFENSE | WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION |
| THIRD OFFENSE | UP TO DISCHARGE |

1. Operating, using, possessing Town tools, equipment, or machines which the employee has not been assigned or performing other than assigned work.
2. Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
3. Washing up or changing clothes during working hours without specific permission.
4. Taking more than the specified time for meals or break period.
5. Demonstrating productivity or work quality which is not up to required standards of performance.
6. Disregarding job duties by loafing or neglecting work during working hours.
7. Reporting to work or working while unfit for duty, either medically, mentally, or physically.
8. Posting or removing any material on official bulletin boards or Town property without authorization.
9. Distributing written or printed material of any description on Town premises unless authorized.

10. Failing to report an accident or personal injury in which the employee was involved while on the job.
11. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job or similar types of conduct.
12. Knowingly creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
13. Failing to pay just debts or failing to make reasonable provision for the future payment of such debts, thereby causing loss of time and productivity to the Town or to Town staff.
14. Failing to report the loss of a Town identification card immediately to the Department Director, where applicable.
15. Failing to keep the department and the personnel office notified of proper address and telephone number (if any).
16. Receiving or making an excessive amount of personal phone calls while on working time.
17. Failing to report to work on time.
18. Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
19. Habitually reporting late to work. "Habitually" is considered occurring three (3) times within a ninety (90) day period.
20. Chronically being absent from work. "Chronically" is considered three (3) occurrences within a ninety (90) day period.

GROUP II OFFENSES

| | |
|----------------|---|
| FIRST OFFENSE | WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION |
| SECOND OFFENSE | UP TO DISCHARGE |

1. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language.
2. Failing to work overtime, special hours, or special shifts after being scheduled according to overtime and standby duty policies.

3. Leaving assigned post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
4. Neglecting to comply with requirements set forth in departmental rules and standards of conduct.
5. Engaging in gambling, lottery, or any other game of chance at Town workstations at any time.
6. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the Town, or its operations.
7. Being absent without permission or leave.
8. Provoking or instigating a fight or fighting on Town property.
9. Violating rules or practices which may affect the safety of Town personnel, equipment, tools, or property.
10. Failing to report a request for information or receipt of a subpoena from an attorney for a matter relating to Town business.
11. Violating any or all the steps outlined in the grievance procedure.
12. Knowingly harboring a serious communicable disease which may endanger other employees.
13. Violating personnel policies.
14. Habitually failing to punch one's own timecard, where applicable. "Habitually" is considered occurring three (3) times in any ninety (90) day period.
15. Showing discourtesy to persons with whom the employee encounters while in the performance of duties.

GROUP III OFFENSES

FIRST OFFENSE

UP TO DISCHARGE

1. Wanton or willful neglect in performing assigned duties.
2. Deliberately misusing, destroying, or damaging any Town property or property of a Town employee without proper authorization.

3. Receiving from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons.
4. Knowingly punching the timecard of another employee, having one's own timecard punched by another employee or unauthorized altering of a timecard or time sheet, where applicable.
5. Falsifying or altering personal or Town records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or application.
6. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
7. Insubordination by refusing to perform work assigned or to comply with written or verbal instructions of a supervisor.
8. Unauthorized use or display of firearms, explosives, or weapons on Town property, unless specifically authorized.
9. Theft or removal of any Town property or property by an employee from Town locations without proper authorization.
10. Sleeping during duty hours, unless authorized.
11. Being absent from duty for a period of three (3) consecutive working days without proper authorization. Fire personnel working on a fifty-six (56) hour basis and have two (2) consecutive unauthorized absences from their scheduled shifts work may be considered a resignation.
12. Failing to return from an authorized leave of absence.
13. Permitting another person to use an employee's identification card, using another person's card, or altering an identification card.
14. Incompetence or inefficiency in the performance of assigned duties.
15. Using alcohol and/or controlled substance or being under the influence of same on the Town's premises and/or on working time. Possession or sale of alcohol or controlled substance on the Town's premises and/or working time.
16. Being found guilty or pleading guilty or nolo contendere (even where adjudication is withheld) to a felony, misdemeanor or misdemeanor involving

moral turpitude. A "crime of moral turpitude" includes a criminal conviction or plea of nolo contendere, where the criminal act or conduct is contrary to justice, honesty, modesty, community morality, or good morals, generally. A crime of moral turpitude thus includes, but is not limited to, any crime, the Commission of which, reflects adversely on a person's reputation, integrity, or reliability to which otherwise brings, tends to bring, or may reasonably be expected to bring, discredit or disrepute upon that person or that person's employer.

17. Failure to notify the Town that charges have been filed against the employee by a prosecuting official.
18. Using or attempting to use political influence or bribery to secure an advantage of any manner.
19. Concerted curtailment, restriction of production or interference with work in or about the Town's work stations, including but not limited to, instigating, leading, or participating in any walkout, strike, sit-down, stand-in, slow-down or refusal to return to work at the scheduled time for the scheduled shift.
20. Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee and may be considered a conflict of interest securing advantage of goods, services or influence due to the position of the employee with the Town.
21. Failure to meet established standards of work, morality, or ethics to an extent that the employee is unsuitable for employment with the Town in the position in which the employee was serving.
22. Disgraceful personal conduct.

12.03 Warning and Reprimand

- A. Whenever employee performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period for improvement may be allowed before initiating disciplinary measures.
- B. A written reprimand will be sent to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

12.04 Suspension

A suspended employee shall be notified by their supervisor at the time of suspension in addition to the specific reason for the action, the expected corrective action, and his/her rights of appeal. Such notification shall be in writing, dated and hand-delivered to the employee or delivered by certified mail to the employee or the employee's last known address. A copy of the suspension shall be forwarded to the employee's personnel file.

12.05 Appeals

- A. The Town Manager shall hear appeals in cases involving disciplinary actions of regular employees who have satisfactorily completed their probationary period.
- B. The appeal shall be made within ten (10) working days after delivery or mailing to the employee of the written notice, by filing a written request for a hearing with the Town Manager.
- C. The Town Manager shall set a time and a place for the hearing to be held at the earliest possible date. The Town Manager shall notify the employee and the Department Director of the time and place scheduled for the hearing.
- D. Hearings before the Town Manager shall be conducted informally in accordance with procedures established by the Town Manager and shall not be bound by formal rules of evidence.
- E. The decision of the Town Manager shall be final.

12.06 Dismissal

Employees dismissed for cause will receive notification in accordance with the procedures in these Personnel Policies.

SECTION 13

EMPLOYEE GRIEVANCE PROCEDURE

13.01 Purpose

Dundee strives to ensure fair and honest treatment of all employees. Accordingly, it is the policy of the Town of Dundee, insofar as is possible, to prevent the occurrence of grievances and to deal promptly with those which occur. It is the intent and desire of the town to adjust complaints and grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. Consequently, every supervisor has a primary responsibility to settle any grievance, which may develop in his/her immediate work unit, and the resolution of such problems should be handled orally, if possible. Department heads, supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. This grievance procedure is established to provide full opportunity to all employees to bring to the attention of management, complaints, grievances, or situations that the employee feels need either adjustment or information.

13.02 Grievances

An employee may file a grievance to register a complaint, resolve a problem, request clarification of existing rules and regulations, to recommend modifications of same, or to request information relative to respective job situations which is not otherwise privileged or confidential in nature.

Employees may make constructive suggestions in the areas of administrative responsibilities (organizational structure, work to be performed, equipment to be used, money to be spent in performing the work, selection of supervisory personnel, standards of selecting employees) however; such responsibilities should not be encroached upon by the Employee to form the basis of a grievance complaint.

Employee grievance procedures shall not apply to any contractual agreement existing between the Town of Dundee and an individual employee or association of employees; rather, grievances shall be filed in accordance with the conditions of the applicable contractual agreement. If an employee has a complaint against the Town Manager, Mayor, or a member of the Town Commission they may address their problem to the town attorney or his delegate if the town attorney determines that he is unable to consider the grievance, whose decision shall be final and there will be no further administrative appeal.

13.03 Procedure

Step 1: Discuss grievance/complaint orally with immediate supervisor within three (3) business days, after the incident occurs. The supervisor shall discuss and explain any information to solve the problem or answer the question.

Step 2: If the immediate supervisor cannot give a satisfactory solution or answer, the employee shall within five (5) business days after meeting with the immediate supervisor have the right to bring the problem or question to the attention of the department director by filing a grievance. The grievance shall be in writing and contain the following:

- (1) The date and place at which the grievance took place, if applicable;
- (2) A statement of the grievance and the facts upon which it is based;
- (3) The remedy, adjustment, or information-aggrieved employee is requesting;
- (4) The signature of the aggrieved employee shall be required on the report.

A grievance report form is attached to Ordinance No. 05-35.

Step 3: If the department director cannot give a satisfactory solution or answer within three (3) business days from receipt of the written grievance, the employee shall be referred to the Town Manager. The Town Manager will meet with the employee to affect a solution to the problem. To the extent the grievance does not involve the Town Manager, Mayor or a member of the Town Commission, the Town Manager's decision will be final and there will be no further administrative appeal.

13.04 General Requirements.

All supervisors and department directors shall arrange to discuss a problem or question of any kind, with the employee making the request, within three (3) business days after the request has been reported to that supervisor or department director. If this is not possible due to illness, leaves for any reason, etc., the acting supervisor shall do so. Failure of any supervisor or department director to meet with and discuss any problem or question within three (3) business days automatically gives the employee the right to register the problem or question with the Town Manager, and the Town Manager shall arrange a meeting with the proper supervisor or department director.

13.05 Other Considerations

(a) Any employee not covered by a labor agreement may utilize this procedure. Any employee covered by a labor agreement shall utilize the grievance procedure as stated in the contractual agreement.

(b) No punitive action will be taken against any employee as the result of the filing of a complaint/grievance/inquiry, nor will any attempt be made to suppress either the

filing of a complaint/grievance/inquiry by an employee who feels the need to initiate the same, or to take such a matter through all the steps of the grievance procedure.

(c) Town employees shall address all grievances through the procedures outlined in section 2-123, grievance procedure. It is improper for an employee to discuss any grievance with a Town Commission member without authorization from the Department Director and Town Manager because it would be a violation of law for Town Commission members to discuss these grievances.

SECTION 14
MISCELLANEOUS RULES AND BENEFITS

14.01 Vehicles

- A. Only Town employees, possessing a valid State of Florida driver's license appropriate for the vehicle, are authorized to operate Town vehicles.
- B. Employees shall not operate a Town vehicle while under the influence of drugs or alcohol. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on Town business is strictly prohibited.
- C. Employees shall not transport any persons other than Town employees in a Town vehicle, except in the course of official business.
- D. Employees and authorized passengers are expected to observe all traffic regulations at all times, including seatbelt usage, and all policies and procedures of the Town, while operating any vehicle.
- E. All incidents involving Town vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to the Human Resources Coordinator immediately. Employees driving Town vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to their Supervisor and the Human Resources Coordinator immediately.
- F. Employees will not operate Town vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.
- G. Employees are expressly prohibited from making any cosmetic or mechanical modifications to any Town owned vehicle.
- H. Unattended Town take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.
- I. Scheduled maintenance of Town vehicles will be coordinated with the Human Resources Coordinator. Employees will coordinate their vehicle maintenance at the scheduled times. Employees shall be responsible for the proper care and use of Town vehicles and equipment and shall report promptly any accident, breakdowns, and malfunction.

- J. Some employees, because of the nature of their work, may be issued and are responsible for a Town vehicle which may be driven to and from work, lunch and to conduct official business. Such Town vehicles shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle, withdrawal of take-home privileges, and appropriate disciplinary action up to termination.
- K. Fines incurred by an employee while operating a Town vehicle due to traffic or parking violations shall be the sole responsibility of the employee. Any traffic violations while in a Town vehicle must be reported to the employee's Supervisor and the Human Resources Coordinator immediately.
- L. Employees assigned a Town vehicle to take home shall keep a daily dated log to record mileage with brief description of their trips to and from home and work. In addition, employees will record mileage associated with call outs, emergency responses, and after hours support of Town operations.

These logs will be available at all times for review and the completed logs will be submitted to the Human Resources Coordinator at the end of each month.
- M. Take home vehicles should be fueled at the Polk County fueling pump at the Polk County Maintenance Barn at the corner of Dr. Martin Luther King, Jr and Lincoln Avenue. Reimbursement for any other fuel purchase may be denied.
- N. Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons.
- O. Occasions that may prompt the Town Manager or designee to authorize additional employees to take Town vehicles home include but are not limited to: preparations made in advance of a severe storm, such as a hurricane, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the Town Manager to take home a Town vehicle for storm related purposes is required.
- P. Violations of this policy and procedures shall be considered an act of insubordination and may result in disciplinary action up to termination and could result in the revocation of take-home vehicle privileges.

14.02 457 Deferred Compensation Plan

- A. The Town provides a 457 deferred compensation retirement plan for all

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qualified part-time and full-time employees.

- B. The Town shall match up to 5% of an employee's contributions to the deferred compensation plan.
- C. Probationary Employees are eligible to participate in the 457 Deferred Compensation Plan and the Town will match these funds after completion of probation retroactive to the date of participation in the program.

14.03 Unemployment Compensation

Terminated employees who file a claim with the State of Florida Bureau of Unemployment Compensation and are determined qualified under the Florida Unemployment Compensation Law may be eligible to receive unemployment compensation benefits. Further information may be obtained in the personnel office.

14.04 Insurance Benefits

Medical Insurance is available for all regular full-time employees. Optional coverage for dependents is paid for by the employee. Life, Vision and Dental Insurance is also available for Town employees. Details are available upon request from the personnel office.

14.05 Deductions

Federal withholding and Social Security are deducted from pay checks in accordance with law.

14.06 Christmas Bonus

1. The Town may offer its employees a Christmas bonus using the following procedures:
 - A. Permanent full-time employees who have completed their hiring probationary period may receive a full Christmas bonus as established by the Town Commission.
 - B. Permanent part-time employees who have completed their hiring probationary period may receive one half (½) of the Christmas bonus as established by the Town Commission.
 - C. Permanent full-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one half (½) of the Christmas bonus as established by the Town Commission.

- D. Permanent part-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one quarter (¼) of the Christmas bonus as established by the Town Commission.
- E. Employees under hiring probation with hiring dates after June 30th of each calendar year are not eligible for a Christmas bonus.

14.07 No Tobacco – Smoking

- A. The purpose of this policy is to protect the public health, comfort, and environment for citizens and employees by creating areas in public places and at public meetings that are reasonably free from tobacco, tobacco smoke, and smoking, to comply with Florida Statute, the Florida Clean Air Act and problems created by the use of other tobacco and nicotine delivery products in the workplace.
- B. No person may smoke or use any tobacco product including vapor devices in any Town of Dundee building, facility, and/or any Town of Dundee vehicle ("Town Property"). This includes, but is not limited to, private offices, hallways, restrooms, conference rooms and break rooms, even with only one (1) occupant.
- C. Smoking and/or Tobacco use is permitted outdoors except for the following conditions:
 - (1) Whenever a safety hazard exists;
 - (2) In any area where smoking is specifically prohibited by federal, state, county or Town Ordinance;
 - (3) In any area posted "No Smoking" by the Town; and
 - (4) During Town events which are located on Town Property.
- D. The Town Manager shall be responsible for ensuring Town-wide implementation of this policy. Town Department Heads and Managers shall be responsible for uniform implementation of this policy in their respective work areas, facilities, and buildings.
- E. Violation of this policy by a Town employee shall be a Group II offense for purposes of disciplinary action; and, pursuant to Section 12 of this Town of Dundee Personnel Policy Handbook, a Group II offense shall subject an employee to disciplinary action which includes, but is not limited to, discharge of employment.

SECTION 15

POSITION CLASSIFICATION PLAN

15.01 Purpose

The position classification plan is a systematic arrangement and inventory of Town positions. The plan groups the various positions into classes indicative of the range of duties, responsibilities and level of work performed. The class titles standardize the meaning, based upon the similarity of work and duties performed.

15.02 Uses

The position classification plan is used to:

- A. Determine qualifications and prepare job announcements.
- B. Establish lines of promotion and career ladders.
- C. Assist in developing employee training programs.
- D. Provide uniform job terminology on records and documents.

15.03 Content

The position classification plan consists of:

- A. A grouping of positions into classes on the basis of approximately equal difficulty and responsibility, which require the same general qualifications, and which can be compensated within the same pay grade.
- B. A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget, and related official records.
- C. Written class descriptions for each job classification containing the nature of work, relative responsibilities and illustrative duties found in the class. Also included are the knowledge, abilities and skills required for performance of the work and the minimum qualifications needed.

15.04 Administration and Maintenance

The Town Manager or designated employee is charged with the maintenance of the position classification plan so that it will reflect the duties performed by each employee and the class to which each position is allocated.

15.05 Allocation of Positions

Whenever a new position is established or duties of an existing position changed, the personnel office shall prepare a class description describing the duties of the position. The Town Manager shall have the position assigned to an existing class or establish a new class for the position.

15.06 Position Reviews

- A. The Town Manager may assign responsibility for conducting position reviews. Such reviews may be initiated by written request from:
 - 1. The Department Director in whose department the position is located.
 - 2. The incumbent of the position provided that the employee processes the request through the Department Director for review and comments.
- B. Position information will be gained through completion of a position classification questionnaire by the incumbent or by the supervisor of the position if the position is vacant.
- C. The Department Director will review and make recommendations for all proposed position changes and class descriptions.
- D. The employee that is in the position to be reviewed will be notified that a review will be conducted.

15.07 Reclassification

- A. When the incumbent of a position is officially assigned more difficult and significant responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, the Town Manager shall authorize a study of the duties and responsibilities of the position.
- B. If it is determined that the position should be reallocated to a higher-level class, the Town may require the incumbent to undergo a prescribed test of fitness, depending on the conditions of the reclassification.
- C. Should any position be reclassified to a job classification with the same pay grade as that of the original classification, the incumbent shall receive a corresponding change in title.
- D. Should any position be reclassified to a job classification with a lower pay grade than that of the original classification, the incumbent employee shall

be offered transfer to a vacancy in the original classification in the same or another department, if a vacancy exists.

15.08 Position Control

All positions are established and maintained through a personnel budget each fiscal year in accordance with established accounting procedures.

SECTION 16

RECORDS AND REPORTS

16.01 Responsibility

The Town Manager or designated employee is responsible for establishing and maintaining personnel records for all employees.

16.02 Records

- A. All personnel records as well as all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the Town. The Town Manager or designee will determine the use, maintenance and disposition of such records and material and whether any information contained therein may be disclosed, in accordance with prevailing laws.
- B. Employees should be aware of the importance of keeping their personnel records current, including notifying the Town of any telephone number changes, beneficiary changes, number of dependents, marriage or any other change that has not been previously reported. It is the responsibility of the employee to provide updated information. Failure to comply may result of loss of employee benefits.
- C. The Town should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the personnel office for it to be added to the employee's personnel file.

16.03 Records Retention and Disposition

The Town will determine the time limit that any personnel records shall be kept on file and their final disposition, in accordance with applicable State Statutes.

TOWN OF DUNDEE **EMPLOYEE SAFETY POLICY HANDBOOK**

PURPOSE AND APPLICATION

The purpose of this safety program is to assure the health, safety and welfare of Town Employees and the general public by developing safe working conditions, practices and thinking. This Handbook will serve as a guide for safety rules, regulations and procedures which shall apply to all Town of Dundee employees.

RESPONSIBILITIES

MANAGEMENT: The Town Manager, Department Directors, Supervisors, and the Safety Coordinator are responsible for the development and administration of an effective safety program. Other responsibilities include:

1. Adopt and manage a hazard-free work environment.
2. Conduct periodic facility inspections.
3. Provide safe, practical, and reasonable job procedures with good leadership.
4. Conduct safety meetings with staff on a regular basis.
5. Organize safety training and coordinate on-the-job safety instructions.

EMPLOYEES: Employees are required, as a condition of employment, to develop safe working habits and to contribute in every way possible to the safety of themselves, their co-workers, and the general public. Employees shall:

1. Report all accidents and injuries (i.e., Minor, Major or Serious).
2. Actively participate in department and/or division safety meetings.
3. Inform co-workers of probable hazards and the safest way to perform the job.
4. Report unsafe practices and conditions to their supervisor or their Department Director as soon as possible.
5. Observe and follow all Town safety rules and practices.

6. Assist in the investigation of accidents to identify and correct causes and support safety promotions.
7. Assist Town Departments by notifying them of safety hazards on sidewalks, streets, or other facilities throughout the Town to protect the well being of the general public.

ORGANIZATION

SAFETY COORDINATOR: The Safety Coordinator is appointed by the Town Manager to administer the Town's Safety program. The duties and responsibilities of the Safety Coordinator are to:

1. Plan, coordinate and make appropriate changes to the safety program, pending approval of the Town Manager.
2. Make regular reports to management on safety programs.
3. Coordinate program activities.
4. Initiate activities that will stimulate and maintain the interest of employees in safety, pending the approval of the Town Manager.
5. Supervise inspections made by the Safety Committee for the purpose of discovering and correcting unsafe work practices to prevent accidents.
6. Investigate accidents as requested by the Department Director's or the Town Manager.
7. Schedule and chair Safety Committee meetings. These meetings will occur at least quarterly. Minutes of the meetings will be distributed to each department for posting.

SAFETY COMMITTEE: The Town wide Safety Committee shall be composed of one (1) non-management employee representative from the Public Works/Utilities Department, the Fire Department, the Parks & Recreation Department, the Building Department, and the Safety Coordinator (Management employee representative). The representatives will be appointed by their respective Department Director. The responsibilities of this committee are as follows:

1. Recommend safety regulations.
2. Review accident reports to determine necessary corrective action.

3. Make periodic safety inspections of equipment and facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager.
4. Recommend safety procedures considered necessary for safe operations and refer them to the appropriate Department Directors and Town Manger for adoption.
5. Assist in the planning of activities that will stimulate and maintain the interest of employees in the safety program.

SAFETY INSPECTIONS: The Safety Committee will perform inspections of all facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager. Departments and divisions will be notified of any necessary corrective action. A follow-up on all inspections will occur to assure that any necessary corrective action has been taken. Inspections of all departments/divisions will be concentrated on the following safety procedures:

1. Good housekeeping.
2. Use and availability of prescribed protective equipment.
3. Compliance with published regulations.
4. Safety conditions of vehicles.
5. Safety conditions of tools and equipment.
6. Proper guarding of open ditches and construction sites.
7. Proper storage and handling of flammable, combustible liquids, and hazardous materials.
8. Fire extinguishers, first aid kits, emergency lighting and maintenance of fire exits.
9. Observe on the job safety practices and procedures.

SAFETY EQUIPMENT

The Town of Dundee will provide proper and necessary safety equipment and devices for employees when their job duties require contact with environmental, chemical, and mechanical hazards. Department Directors, division heads and supervisors are responsible for training their employees in the proper use and care of all safety equipment,

enforcing the rules, and setting the proper example. Examples of safety equipment include:

1. Hard hats to protect the head against falling objects, head bumping accidents or electrical conductors.
2. Goggles face shields or safety glasses to guard against airborne debris, dust, flying particles, chips, chemicals, heat, or injurious rays.
3. Respirators, hose masks and self-contained breathing apparatus to protect employees against toxic or abnormal atmospheric conditions.
4. Work shoes and/or proper footwear should protect the feet from falling objects, sharp objects, and hot and slippery surfaces. The required footwear, adequate for most jobs, shall consist of solid soles with leather or leather-like material uppers. It shall be the responsibility of the Department Directors to notify employees that their jobs require specific types of shoe. Sneakers, canvas shoes, loafers or open toed footwear will increase the potential for injury and will not be permitted for labor-related, field work. Office workers are encouraged to use good judgment in selecting appropriate footwear. If safety shoes are required, the Town shall furnish the employee one (1) pair per calendar year unless a second (2nd) pair is deemed necessary by the Department Director. The amount provided is set with each year's budget.
5. Reflective vests or bright articles to increase workers visibility while working in or around traffic lanes.
6. Protective clothing such as gloves, sleeves, full suits for protection against wounds, abrasions, bumps, heat, etc.

SAFETY EQUIPMENT AND DEVICES, WHERE PROVIDED, SHALL BE USED BY THE EMPLOYEE!

SAFETY RULES AND REGULATIONS

All employees are required to abide by the Town's established safety rules and regulations. The safety rules and regulations are as follows:

1. All Town employees shall obey all federal, state, and local governmental laws, rules, and regulations, as well as all fire codes.
2. Drivers of Town vehicles/equipment shall operate said vehicle/equipment in a reasonable manner and in compliance with state and local traffic laws and regulations.

3. Use of seat belts while operating Town vehicles/equipment shall be mandatory.
4. Employees shall not carry passengers in vehicles unless proper seating and seat belts are provided.
5. All slow moving or special purpose vehicles using streets or roads shall prominently display the slow-moving emblem (orange triangle) on the rear of the vehicle.
6. All personnel who drive Town vehicles and/or equipment or who operate personal vehicles on Town business shall possess the appropriate valid Florida State driver's license.
7. An employee must report to their supervisor any change in the status of his/her driver's license within twenty-four (24) hours of the change. Failure to report such change may result in appropriate disciplinary action.
8. Employees shall inspect all departmental equipment, tools, etc., prior to use and report any defects or hazardous conditions immediately to their supervisor.
9. Employees shall inspect departmental vehicles daily and prior to use. Any defects, malfunctions or hazardous conditions shall be reported to their immediate supervisor.
10. Employees shall not bring or keep any alcoholic beverages and/or controlled substances onto Town premises or attempt to perform assigned duties or operate Town equipment while under the influence of such intoxicants or any medications that may affect their ability to perform assigned duties.
11. Employees shall notify their immediate supervisor if they are using medication that may affect their ability to perform assigned duties.
12. Appropriate safety shoes, eye protection, shields or masks, safety vests protective clothing, breathing apparatus, etc., must be worn for the employee's safety.
13. Every Town employee is responsible for his/her actions and should always use good judgment and follows good and sound common sense for everybody's safety.

14. Placement of traffic cones, warning flags, barriers and lights for streets, highways, or rights-of-way work shall be in accordance with the Department of Transportation rules and regulations.
15. First aid kits will be available in workstations.
16. Texting while operating Town equipment is prohibited.
17. Any additional or modified rules and/or regulations deemed appropriate and approved by the Town Manager.

INJURY AND ACCIDENT REPORTING

PERSONAL INJURY:

1. Employees are responsible for immediately reporting all minor, major, or serious injuries and/or accidents to their supervisors.
2. For emergency and/or serious injuries and/or accidents that require medical treatment, use the Town radio, or call 911.
3. For non-emergency injuries and/or accidents that require a physician's treatment, the employee's supervisor must be notified immediately.
4. The Department Director and supervisor will review the injury report and forward it to the personnel office within twenty-four (24) hours of the accident. If the injury occurs on a Saturday, Sunday or a holiday, the injury report should be forwarded to the personnel office the next regular workday.
5. The personnel office will process the injury report forms as required by State Law and will then forward a dated copy to the Safety Coordinator.
6. The Safety Coordinator will present the injury report at the Quarterly Safety Committee meeting, or sooner if possible, for evaluation or investigation, as needed, for possible corrective action recommendation.
7. Failure to report an injury and/or accident within twenty-four (24) hours of its occurrence, or the next regular workday, if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

PROPERTY DAMAGE/OTHER LIABILITY ACCIDENTS:

1. If public or private property, Town vehicles or equipment are damaged, the employee must notify his/her supervisor as soon as possible.

2. If an accident involves Town vehicles, the appropriate law enforcement agency and the employee's supervisor must be notified immediately.
3. Employees shall not leave the scene of the accident until the investigating officer so authorizes.
4. A copy of the accident report will be sent to Town Manager's Office
5. The supervisor investigates and reports the accident to the Department Director.
6. The Department Director will notify the Town Clerk's Office of property damage and other liability damage.
7. The Town Clerk's Office will process the accident forms and will then send them to the Town's insurance company, if appropriate.
8. Failure to report an accident within twenty-four (24) hours of its occurrence, or the next regular workday if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

NOTE: When an employee is notified by someone in the general public that they have incurred property damage as a result of something to do with the Town, the employee should refer these calls/inquiries to their immediate supervisor so that all appropriate information may be obtained.

ACCIDENT INVESTIGATIONS:

All accidents will be reported immediately to the supervisor and Department Director. The supervisor or Department Director will then notify the Town Manager's Office. The Department Director or safety committee will conduct a thorough investigation and the following procedures must be followed:

1. Check the scene and carefully examine where the accident occurred. Reconstruct the chain of events leading up to the accident. If necessary, draw a diagram or take photographs.
2. Make notes on all facts that may relate to the cause of the accident such as unsafe conditions, misuse of equipment, faulty equipment or other factors which are not in accordance with work rules or safety policies.
3. Collect evidence, interview witnesses, record names, addresses and phone numbers.

4. Interview the employee, if possible, regarding all facts related to the accident to ensure that the information accurate.

DRIVER LICENSE REVIEW

The Town of Dundee reserves the right to periodically review the driving history of its employees.

DEPARTMENTAL POLICIES

Each department may establish additional safety policies that are department specific and do not conflict with the Town's Safety Policy Handbook.

APPENDIX A DRUG FREE WORKPLACE PROGRAM

I. STATEMENT OF POLICY

The Town of Dundee acknowledges the problem of substance abuse in our society. Furthermore, we see substance abuse as a serious threat to our Town employees and residents. We are addressing this problem through this new substance abuse policy to ensure the Town will have a drug-free workplace. This policy is implemented pursuant to the Drug Free Workplace Program requirements under the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Florida Statute 440.102.

Drug addiction can be very complex, yet it is treatable. For this reason, our substance abuse program is targeted at alleviating the problem at the community level by involving both our employees and their families.

While the Town of Dundee understands employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, and drug-free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those who abuse drugs to seek help in overcoming their problem.

With these basic objectives in mind, the Town has established the following policy regarding use, possession, or sale of drugs.

II. DEFINITIONS

- A. "Legal Drug" - includes prescribed drugs, alcohol, and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose that they were prescribed or manufactured.
- B. "Illegal Drug" - any drug: a) which is not legally obtainable; b) which may be legally obtainable but has not been legally obtained; or c) which is being used in a manner or a purpose other than as prescribed.

III. POLICY AND WORK RULE

The Town's policy is to employ a workforce free from the use of illegal drugs, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. It is a Standard of Conduct of Employees of the Town that employees shall not use illegal drugs. To maintain this Standard, the Town shall establish and maintain the programs and rules set forth herein.

A. General Procedures

An employee reporting to work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor should first seek his/her supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility, by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor. An impaired employee should not be allowed to drive.

B. Pre-employment Drug Abuse Screening

The Town will conduct pre-employment screening examinations designed to prevent hiring individuals who use illegal drugs or individuals whose use of drugs indicates a potential for impaired or unsafe job performance. The Town will include a Notice of Pre-Employment Drug Testing on all job vacancies.

C. Active Employee Drug Abuse Screening

The Town will maintain screening practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. When there is reasonable suspicion to believe that an employee is using or has used illegal drugs.
2. When there is any mishap or accident involving the employee in which injury to persons requiring medical attention other than first aid or damage to property in excess of one hundred dollars (\$100) has occurred.
3. Upon return from extended absences.
4. As part of any Town required employee physical exam.

D. Job Applicant/Active Employee Testing Information

1. The Town of Dundee is a Drug Free Workplace for the benefit of all Town employees, residents, and the community. Florida law provides for a denial of workers' compensation benefits for employees who are injured while working and, subsequently, test positive [Rule 38F-9.001 (a) and W.C. Act 440.102.5]. The Town of Dundee will not tolerate or subsidize the use of illegal drugs.
2. The following drugs may be tested for under Town policy:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids/Marijuana
 - Methadone
 - Cocaine/Methabolite
 - Opiates
 - Phencyclidine
 - Alcohol
 - Propoxyphene
 - Methaqualone
3. A list of "Drugs Which Could Alter or Affect the Outcome of a Drug Test" and "Drug Use Information" report forms are provided to the job applicant and active employee to assist them when reporting the use of prescription and non-prescription medications. These forms will be provided to the job applicant and active employee both before and after drug testing takes place. The "Drug Use Information" form is confidential and is only to be filled out at the specimen collection site.
4. Job applicants or active employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
5. An employee or job applicant who receives a positive, confirmed drug test result may explain the result to the employer within (5) working days after written notification of the positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the employer, the person may contest the drug test result as provided by sections 38F-9.009.
6. A job applicant or active employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Section 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

7. An active employee refusing to submit to a drug test will be denied workers' compensation medical and indemnity benefits.
8. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the Town as part of this drug testing program, are confidential communications. Unless authorized by state laws, rules or regulations, the Town will not release such information without a written consent form signed voluntarily by the person tested.
9. If it is determined the employee is under the influence of drugs or alcohol when an accident occurs, the Town of Dundee will be reimbursed by the employee for all expenses that may have been paid prior to that determination.

E. Employee Assistance Program

Recognizing that there may be employees who have a drug or alcohol problem, the Town stands willing to assist in the resolution of that problem and encourages effected employees to seek help through the Town's designated Employee Assistance Program (EAP). The EAP will be implemented to provide counseling and/or rehabilitative services. A Town employee may be referred to the EAP for drug abuse counseling and/or rehabilitation as a condition of continued employment. Time off to attend EAP will be non-compensated time by the Town.

F. Grounds for Termination or Discipline

An employee bringing onto the Town's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood or urine, any amount of controlled substances or alcohol equal to or greater than the minimum levels established by the Department of Health and Rehabilitative Services, or using, consuming, transferring, manufacturing, selling or attempting to sell or transfer any form of illegal drug as defined above while on Town business or at any time during the hours of the employee's work day, whether on duty or not, and whether on Town business, property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for the first (1st) offense. Failure to submit to required medical or physical examinations or tests, is misconduct and is grounds for discharge and loss of all workers' compensation benefits.

112.3135. Restriction on employment of relatives

FL ST § 112.3135 | West's Florida Statutes Annotated | Title X. Public Officers, Employees, and Records
(Chapters 110-123) | Effective: July 1, 2011

Search Details


Jurisdiction: Florida

Delivery Details

Date: May 22, 2024 at 7:12 PM

Delivered By: seth claytor

Client ID: DUNDEE-HANDBOOK

Status Icons: 

112.3135. Restriction on employment of relatives, FL ST § 112.3135

[West's Florida Statutes Annotated](#)[Title X. Public Officers, Employees, and Records \(Chapters 110-123\)](#)[Chapter 112. Public Officers and Employees: General Provisions \(Refs & Annos\)](#)[Part III. Code of Ethics for Public Officers and Employees \(Refs & Annos\)](#)

West's F.S.A. § 112.3135

112.3135. Restriction on employment of relatives

Effective: July 1, 2011

[Currentness](#)

(1) In this section, unless the context otherwise requires:

(a) "Agency" means:

1. A state agency, except an institution under the jurisdiction of the Board of Governors of the State University System;
2. An office, agency, or other establishment in the legislative branch;
3. An office, agency, or other establishment in the judicial branch;
4. A county;
5. A city; and
6. Any other political subdivision of the state, except a district school board or community college district.

(b) "Collegial body" means a governmental entity marked by power or authority vested equally in each of a number of colleagues.

112.3135. Restriction on employment of relatives, FL ST § 112.3135

(c) “Public official” means an officer, including a member of the Legislature, the Governor, and a member of the Cabinet, or an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

(d) “Relative,” for purposes of this section only, with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(2)(a) A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in an agency if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the agency, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member. However, this subsection shall not apply to appointments to boards other than those with land-planning or zoning responsibilities in those municipalities with less than 35,000 population. This subsection does not apply to persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide.

(b) Mere approval of budgets shall not be sufficient to constitute “jurisdiction or control” for the purposes of this section.

(3) An agency may prescribe regulations authorizing the temporary employment, in the event of an emergency as defined in [s. 252.34](#), of individuals whose employment would be otherwise prohibited by this section.

(4) Legislators’ relatives may be employed as pages or messengers during legislative sessions.

Credits

Added by Laws 1969, c. 69-106, §§ 15, 35; Laws 1969, c. 69-341, §§ 1 to 3; Laws 1972, c. 72-221, § 70; Laws 1983, c. 83-334, § 3; [Fla.St.1987, § 116.111](#); [Laws 1989, c. 89-67, § 1](#); [Laws 1990, c. 90-502, § 4](#), Amended by [Laws 1994, c. 94-277, § 2, eff. Jan. 1, 1995](#); [Laws 1995, c. 95-147, § 1407, eff. July 10, 1995](#); [Laws 1998, c. 98-160, § 1, eff. May 22, 1998](#); [Laws 1999, c. 99-2, § 42, eff. June 29, 1999](#); [Laws 2007, c. 2007-217, § 11, eff. July 1, 2007](#); [Laws 2011, c. 2011-142, § 47, eff. July 1, 2011](#).

112.3135. Restriction on employment of relatives, FL ST § 112.3135

[Notes of Decisions \(70\)](#)

West's F. S. A. § 112.3135, FL ST § 112.3135

Current with laws, joint and concurrent resolutions and memorials through May 6, 2024, in effect from the 2024 first regular session. Some statute sections may be more current, see credits for details. The statutes are subject to change as determined by the Florida Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, RESOLUTION 24-11, STALNAKER ROAD TRANSFER |
| SUBJECT: | Town Commission will consider approval of Resolution 24-11. |
| STAFF ANALYSIS: | After approval of the transfer agreement on the Consent Agenda, the accompanying resolution will need to be approved. |
| FISCAL IMPACT: | None |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | Resolution 24-11 |

SPACE FOR RECORDING**RESOLUTION NO. 24-11**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY APPROVING AND ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON _____, 2024, IN THE OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empowers and mandates local governments to plan for future development in order to guide growth and development; and

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, and the exercise of Municipal Home Rule Powers Act (F.S. Chapter 166) and *Article VIII, §2 of the Florida Constitution*, on May 7, 2024, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on May 28, 2024, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

WHEREAS, on _____, 2024, the Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein; and

WHEREAS, the Deed provided for the transfer and conveyance of public rights-of-way and/or real property located within and/or adjacent to the corporate limits of the Town of Dundee, Florida, to the Town; and

WHEREAS, the Deed was recorded on _____, 2024, in Official Records Book _____, Page _____, of the public records of Polk County, Florida.

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Resolution is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Resolution is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Resolution.

Section 2. Approval and Acceptance. The Town Commission of the Town of Dundee, Florida, hereby affirmatively accepts from Polk County, Florida the conveyance

of said real property described in the County Deed (the "Deed") delivered and recorded on _____, 2024, in Official Records Book _____, Page _____, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution in the public records of Polk County, Florida.

Section 3. Administrative Correction of Scrivener's Errors. Any provision in this Resolution 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 the need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 4. Conflicts. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED and ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 28th day of May, 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Composite Exhibit “A”
Resolution No. 24-11**

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE TOWN OF DUNDEE, FLORIDA

and

POLK COUNTY, FLORIDA

**FOR ALL OF STALNAKER ROAD FROM STATE ROAD 17 TO DEAD END EAST,
DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Stalnaker Road, a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

WHEREAS, TOWN has requested and POLK has agreed to the transfer all of Stalnaker Road from State Road 17 to dead end east, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment “A”, and more particularly described as:

All of Stalnaker Road from State Road 17 to dead end east.

Including, but not limited to those parts of the rights-of-ways for Stalnaker Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 02, Township 29 South, Range 27 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with TOWN.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD

from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by TOWN.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the Town of Dundee has made and executed this Agreement on the date shown below, through its Town Commissioners, signing by and through its Mayor, as authorized to execute the same by Town Commission action on the _____ day of _____, 2024.

ATTEST:

TOWN OF DUNDEE

By: _____
Trevor Douthat, Town Clerk

By: _____
Sam Pennant, Mayor

This ____ day of _____, 2024

Reviewed as to form and legality

Frederick J. Murphy, Jr., Town Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2024.

ATTEST:
Stacy M. Butterfield, Clerk

POLK COUNTY
Board of County Commissioners

By: _____
Deputy Clerk

W.C. Braswell, Chairman

This ____ day of _____, 2024

Reviewed as to form and legality

County Attorney's Office

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Section 02, Township 29 South, Range 27 East

This instrument prepared under
 The direction of:
 R. Wade Allen, Administrator
 Polk County Real Estate Services
 P. O. Box 9005, Drawer RE 01
 Bartow, Florida 33831-9005
 By: Heather Fuentes
 Road Transfer: All of Stalnaker Road

COUNTY DEED

THIS DEED, made this _____ day of _____, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Stalnaker Road from State Road 17 to dead end east.

Including, but not limited to those parts of the rights-of-ways for Stalnaker Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 6, Pages 182 through 184 and any deeded Right-of-Way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 02, Township 29 South, Range 27 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

GRANTOR:

Stacy M. Butterfield
Clerk to the Board

Polk County, Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)



TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | Townwide Transportation Study Methodology |
| SUBJECT: | Transportation Impact Fee Schedule (TIF schedule) |
| STAFF ANALYSIS: | The Town Commission will discuss and review the Transportation Study Methodology related to rate structure. |
| FISCAL IMPACT: | No Fiscal Impact |
| STAFF RECOMMENDATION: | N/A |
| ATTACHMENTS: | None |



TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|--|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, RFP 24-07 SPLASH PAD |
| SUBJECT: | Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-07 for the construction of the splash pad. |
| STAFF ANALYSIS: | The Town of Dundee is seeking permission of the commission to release the RFP 24-07 for the entire construction of the splash pad project. This project has been requested over the last two years – requiring as a phased project. This time, town staff is requesting this bid be submitted with the project entirety. |
| FISCAL IMPACT: | Approximately \$400,000.00 |
| STAFF RECOMMENDATION: | At the will of the Commission |
| ATTACHMENTS: | RFP 24-07 |

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR

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

RFP NUMBER: 24-07

Responses are due by

June 26, 2024 before 4:00 P.M.

MAIL OR DELIVER RESPONSES TO:

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

Contact:

Town Clerk

Town of Dundee

Email: tdouthat@townofdundee.com

(863) 438-8330, Ext 258

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RFP 24-07

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

Sealed Bids marked "**SEALED BID – FY 2024-2025 DESIGN CONSTRUCTION AND INSTALLATION OF SPLASH PAD/PADS**" will be received by the Town Clerk of the Town of Dundee, Florida, until **4:00 P.M., Wednesday, June 26, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

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

The proposals shall require the following:

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

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

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

DESIGN:

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

- Recirculating System for Water Treatment before Use

SPRAY FEATURES:

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

CONCRETE:

- 3500 PSI (28-day cure time)
- Broom finish concrete
- Bonding of reinforcement rebar or mesh
- Use #4 rebar 12 on center - or - W6 mesh 4" on center - or - W10 mesh 6" on center
- Raise rebar or mesh with saddles 2.5" to 3"
- If pouring splash pad slab areas at different times (**slabs shall be joined using rebar and bonded to reinforcement grid on both slabs**)
- Splash pad deck and 5' outer dry area shall be sloped 2% toward drain (1/4" to 12" slope)
- The designated splash pad shall include a 5' overspray outside the splash zone

PARKING LOT (INGRESS/EGRESS):

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

FENCING:

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

RESTROOM(S):

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

PAVILION:

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

PLAYGROUND:

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

The Town of Dundee will provide:

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

On **Thursday, June 27, 2024 at 11:00 A.M.** at Town Hall, 202 Main Street, Dundee, FL 33838 bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at the 4th Street Park, 501 4th Street South, Dundee, Florida 33838, on **Wednesday, June 5, 2024 at 9:00AM.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, June 5, 2024 at 10:00AM** for the purpose of answering any questions bidders may have in reference to the project(s).

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

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

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

Questions shall be submitted in writing to the Town Clerk until **4:00 P.M. on Wednesday, June 12, 2024.**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public. Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-07: DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT

The Town of Dundee welcomes your response to this **RFP 24-07**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-07** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-07**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-07, re-advertise RFP 24-07, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2024-2025 – DESIGN, CONSTRUCTION, AND INSTALLATION OF SPLASH PAD AND PLAYGROUND WITH PARK EQUIPMENT** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

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

- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of the Contract and/or any amendment(s) issued hereunder. This Section shall survive the termination of this Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this **RFP 24-07** and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

- consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.
- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
 - d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
 - e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this **RFP 24-07** and/or the CONTRACT.
 - f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this **RFP 24-07** and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town

Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

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

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."

- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

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

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

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

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

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and

erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11)SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12)INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13)WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14)NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:

Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.
 - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
 - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

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

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

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

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The

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

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
- (i) Part One: "Statutory"
 - (ii) Part Two: \$500,000.00 Each Accident

| | |
|--------------|-----------------------|
| \$500,000.00 | Disease-Policy Limit |
| \$500,000.00 | Disease-Each Employee |

- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

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

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

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

- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or 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

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

The proposals shall require the following:

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

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

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

DESIGN:

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

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

SPRAY FEATURES:

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

CONCRETE:

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

PARKING LOT (INGRESS/EGRESS):

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

FENCING:

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

RESTROOM(S):

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

PAVILION:

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

PLAYGROUND:

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

The Town of Dundee will provide:

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

1.02 – CONTRACTOR USE OF SITE

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

1.03 – SEQUENCE OF WORK

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

PART 2 – PRODUCTS

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

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A.** Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B.** Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

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

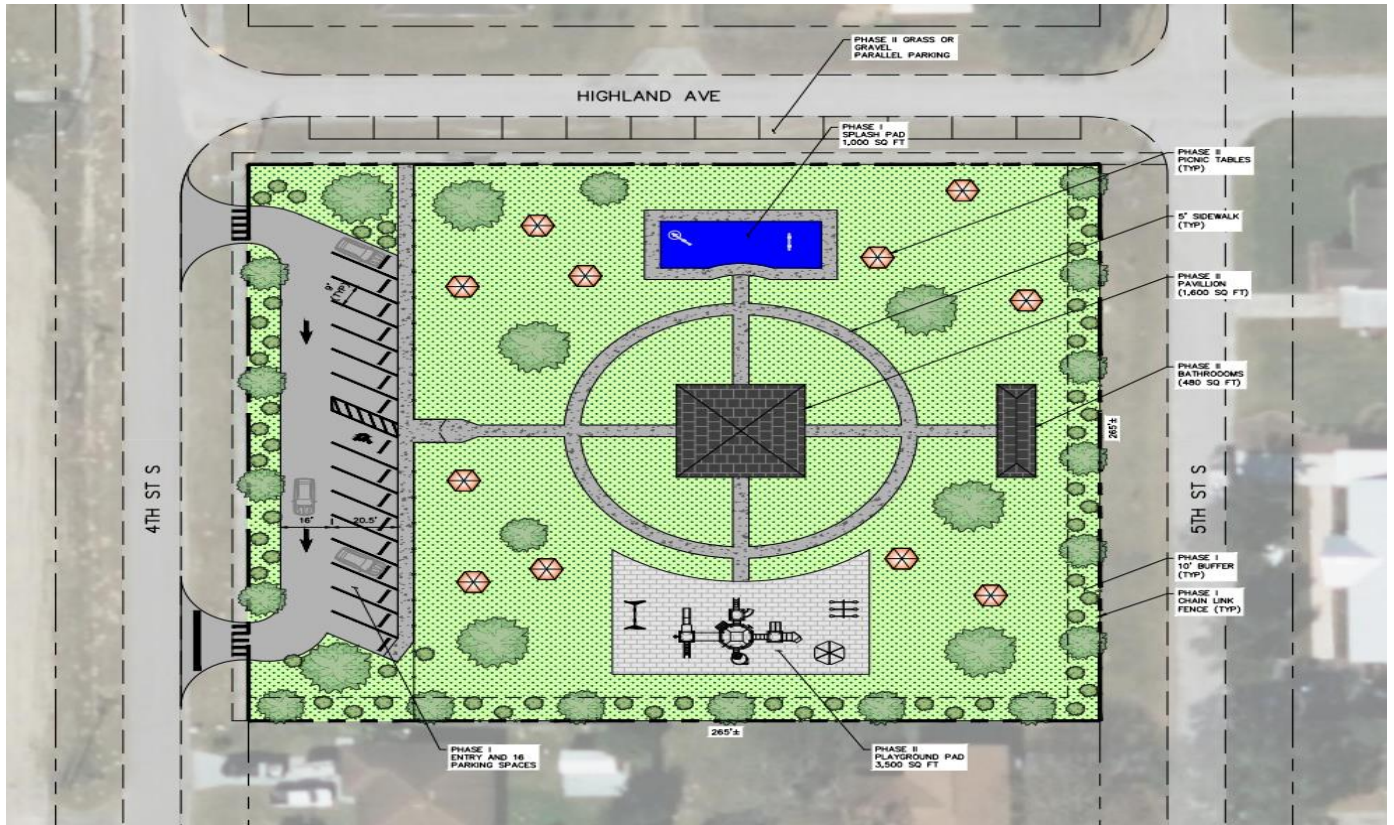
1.3 ADJUSTING

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

1.4 WARRANTIES

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

RFP 24-07
Exhibit "A"





BID FORM

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

RETURN DATE: WEDNESDAY, JUNE 26, 2024 BY 4:00 P.M.

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

| ITEM | ESTIMATED QTY | UNIT BID | EXTENDED AMOUNT |
|------|---------------|----------|-----------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| | | TOTAL | |

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

 Authorized Representative: _____

Signature: _____

Date: _____

Print Name: _____

Phone _____
Number: _____

Title: _____

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

May 28, 2024, at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, RFP 24-08 UTILITIY DEPARTMENT CRANE TRUCK |
| SUBJECT: | The Town Commission will consider authorizing the Town Manager to release a Request for Proposal (RFP) 24-08 for the purchase of a crane truck for the Public Utilities department. |
| STAFF ANALYSIS: | RFP 24-08 requests the necessary purchase of a crane truck as approved in the FY 2023 – 2024 budget. |
| FISCAL IMPACT: | TBD |
| STAFF RECOMMENDATION: | Authorization for the Town Manager to release RFP 24-08 for the purchase of a crane truck. |
| ATTACHMENTS: | RFP 24-08 |

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RFP NUMBER: 24-08

**Responses are due by
Wednesday, June 26, 2024 by 4:00 P.M.**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee Attn: RFP 24-08
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Trevor Douthat
Town Clerk

Town of Dundee

tdouthat@townofdundee.com

(863) 438-8330, Ext 258

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RFP 24-08

FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

Sealed Bids marked “SEALED BID – FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK” will be received by the Town Clerk of the Town of Dundee, Florida, until Wednesday, June 26, 2024 at 4:00 P.M. at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance though the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance though a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ **CAB/ BODY AND CHASSIS SPECS:**

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (**must be able to be seen from all sides of the truck**)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
 - Hydraulic (out/down) Stabilizers
 - LED Compartments Lights
 - LED Flood Light Kit (mounted around body)
 - Back-Up Alarm with Camera
 - Spray-in Bed Liner
 - Tie Downs – mounted along the inside of Truck bed (floor and bed)
- **CRANE SPECIFICATIONS:**
- Crane must be a 30' reach with a work light mounted at the end of crane
 - Wireless Remote (equipped with cab docking charging)
 - Crane must be able to lift 8,600lbs
 - PTO/ pump to operate crane, outriggers, and compressor.
 - Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate
- **OTHER SPECIFICATIONS:**
- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
 - Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
 - Spare Tire for the Truck – Ford F-550

On Thursday, June 27, 2024 at 2:00 P.M., at Town Hall, 202 East Main Street, Dundee, Florida 33838, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

The project specified shall be furnished in accordance with this 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 Town Clerk until 3:30pm on June 12, 2024. For more information regarding this **RFP 24-08**, please contact **Trevor Douthat, (863) 438-8330** or by e-mail at tdouthat@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 24-08 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK.

The Town of Dundee welcomes your response to this **RFP 24-08**. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this **RFP 24-08** at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this **RFP 24-08**. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all proposals received pursuant to this RFP 24-08, re-advertise RFP 24-08, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this **Request For Proposal FY 2024-2025 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK No. 24-08** (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

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

the duration of the contract term and following completion of the contract and/or any amendment(s) issued hereunder if the Contractor does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, tdouthat@townofdundee.com, Trevor Douthat, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of the Contract and/or any amendment(s) issued hereunder. This Section shall survive the termination of this Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.

- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, CONTRACTOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONTRACTOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this RFP 24-08 and/or the CONTRACT at the TOWN's option if the CONTRACTOR is found to have submitted a false certification.
- b) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By Entering into the CONTRACT, CONTRACTOR certifies that it is not on the convicted vendor list.

- c) ***Drug-Free Workplace.*** By entering into the CONTRACT, CONTRACTOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) ***E-Verify.*** By entering into the CONTRACT, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR and any subcontractor hired by the CONTRACTOR. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) ***No Consideration of Social, Political, and Ideological Interests.*** CONTRACTOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. CONTRACTOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the CONTRACTOR's social, political, or ideological interests in the award of this RFP 24-08 and/or the CONTRACT.
- f) ***Contracting with Foreign Entities.*** By entering into the CONTRACT, CONTRACTOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, CONTRACTOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in CONTRACTOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONTRACTOR organized under the laws of a Foreign Country of Concern, nor does the

CONTRACTOR have its principal place of business located in a Foreign Country of Concern. If this RFP 24-08 and/or the CONTRACT permits the CONTRACTOR to access the personal identifying information of any individual, CONTRACTOR agrees to notify the TOWN in advance of any contemplated transaction that would cause CONTRACTOR to be disqualified from such access under Section 287.138 of the Florida Statutes. CONTRACTOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONTRACTOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

2) DEFINITIONS

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

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this

indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- p) **SUB-CONTRACTOR:** An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) **TITLE:** The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) **WARRANTY:** The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) **VENUE:** Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town

Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.

- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.
- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

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

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE**

REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."

- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

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

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

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

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

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.

- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.
- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and

erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.

- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall

be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11)SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12)INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13)WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14)NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**

- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the

failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to:

Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.
 - vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
 - vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is

not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.

- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

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

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the

response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

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

CONSTRUCTION AND OTHER CLAUSES

(provisions related to construction)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work. The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work

(i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The

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

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

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

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor,

materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.

- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

d)

53) CONTRACTOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) Part One: "Statutory"
 - (ii) Part Two: \$500,000.00 Each Accident

| | |
|--------------|-----------------------|
| \$500,000.00 | Disease-Policy Limit |
| \$500,000.00 | Disease-Each Employee |

- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

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

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

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

- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all

owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or 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 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

A. “FY 2024-25 – 1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK”

The Town of Dundee (the “Town”) is seeking proposals on and/or for one **(1) UTILITY LIFT STATION MAINTENANCE CRANE TRUCK** (the “Truck”) in accordance with the requirements and specification set forth herein and as depicted by **Exhibit “A”** which is attached to the Work Summary and incorporated herein by reference. The Town requires certain items to be included in the Bid, as follows: (1) options to finance through the vendor/dealership or, in the alternative, the right and ability for the Town to select, in its sole discretion, to finance through a bank or lending institution the purchase price of and/or for **1 UTILITY LIFT STATION MAINTENANCE CRANE TRUCK**; and (2) the Truck must be delivered and ready for route.

In addition to the aforementioned, the information and specification(s) required for the Truck and this **RFP 24-08** are, as follows:

1. Bidder must provide Lead time of the units. (from build to delivery)
2. Bidder must include all warranty on the body and chassis. (3-5year preferred)
3. List of references that currently operate these styles of trucks.

SPECIFICATIONS :

▪ CAB/ BODY AND CHASSIS SPECS:

- Ford F-550 Super Cab 4x4
- XL Trim Package
- Exterior color – Oxford White
- Interior Color – Grey
- Cruise Control
- Platform Running Boards
- Equipped with an Approved Utility Body to support the Crane
- Supply and Install a Strobe Package for all 4 corners of Truck (**must be able to be seen from all sides of the truck**)
- Payload Plus Package 19,500 lb. GVW
- Automatic Transmission 10-speed
- Work Bench Rear Bumper w/ storage compartment (equipped with step & handle)
- Fold Down Tail Gate

- Tow Package Included
 - Hydraulic (out/down) Stabilizers
 - LED Compartments Lights
 - LED Flood Light Kit (mounted around body)
 - Back-Up Alarm with Camera
 - Spray-in Bed Liner
 - Tie Downs – mounted along the inside of Truck bed (floor and bed)
- **CRANE SPECIFICATIONS:**
- Crane must be a 30' reach with a work light mounted at the end of crane
 - Wireless Remote (equipped with cab docking charging)
 - Crane must be able to lift 8,600lbs
 - PTO/ pump to operate crane, outriggers, and compressor.
 - Crane and other mounting materials must be coated to prevent failures due to the environment of working around sewer/wastewater and Florida climate
- **OTHER SPECIFICATIONS:**
- Equipped with a hydraulic driven compressor with mounted 50ft hose reel with roller guide exit of body with a 25gallon air tank kit
 - Equipped with Installed Bulkhead to prevent damage to the rear of truck cab
 - Spare Tire for the Truck – Ford F-550

PART 2 – PRODUCTS

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

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 ADJUSTING

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

1.3 WARRANTIES

- A. Except as otherwise provided in this RFP, all work, product(s), equipment, materials, and workmanship shall be warranted for, at a minimum, one (1) calendar year from the date of acceptance by the Town Commission of the Town of Dundee, Florida.



BID FORM

FY 2024-2025 RFP 24-08 1 – UTILITY LIFT STATION MAINTENANCE CRANE TRUCK

RETURN DATE: June 26, 2024
 RETURN TO: Office of the Town Clerk
Attn: RFP 24-08
 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: _____

Title: _____

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

EXHIBIT – A



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

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, EIGHTH STREET STRIPING |
| SUBJECT: | Town Commission will consider quotes received for the striping on Eighth Street |
| STAFF ANALYSIS: | It has been brought to staff's attention that 8 th Street North is in need of restriping as the existing stripping has faded and wasn't updated when the Town last made improvements to that area. Staff has received 3 quotes for this project. Vendors will provide 2 coats of striping paint and RPMS for hydrants as well as the white stop bars at all intersections from Weiberg Road to Lake Marie Boulevard. |
| FISCAL IMPACT: | \$24013.00 |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | Quotes sheets. |

TOWN OF DUNDEE PRICE QUOTE SHEET

DATE: 4/29/2024DEPARTMENT: Streets DepartmentNAME OF PERSON SECURING THE QUOTE: John Vice

GENERAL DESCRIPTION OF ITEM: repaint 2 center yellow lines(0.7miles) and paint 13 white stop bars
on 8th street north from Lake Maire Drive and ending at Wieburg
road (Town of Dundee Town limits)

Vendor Selected: ☒**VENDOR #1**COMPANY NAME: Pave Shield LLCCONTACT NUMBER: 863-521-2434NAME OF REPRESENTATIVE: RyanPRICE: \$24,013.00SHIPPING: included in priceCOMMENTS: repaint 2 center yellow lines(0.7miles) and paint 13 white stop barsVendor Selected: ☐**VENDOR #2**COMPANY NAME: Intergrity Paving LLCCONTACT NUMBER: 813-750-6569NAME OF REPRESENTATIVE: Jesse ColePRICE: \$28,000.00SHIPPING: included in priceCOMMENTS: repaint 2 center yellow lines(0.7miles) and paint 13 white stop barsVendor Selected: ☐**VENDOR #3**COMPANY NAME: Tucker PavingCONTACT NUMBER: 863-299-2262NAME OF REPRESENTATIVE: ElinaPRICE: \$32,291.44SHIPPING: included in priceCOMMENTS: repaint 2 center yellow lines(0.7miles) and paint 13 white stop barsDEPARTMENT DIRECTOR/SUPERVISOR: DATE: 4/29/24FINANCE DIRECTOR APPROVAL: DATE: 4/29/24TOWN MANAGER APPROVAL: DATE: 4-29-24

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

#1

ESTIMATE

Pave Shield LLC
4800 Lake Lowery Rd
Haines City, FL 33844

paveshield2005@gmail.com
+1 (863) 521-2434



Item 7.

jon vice

Bill to
jon vice
town of dundee

Ship to
jon vice
town of dundee

Estimate details

Estimate no.: 1002
Estimate date: 04/25/2024

| # | Product or service | Description | Qty | Rate | Amount |
|-------|--------------------|--|-----|-------------|-------------|
| 1. | Services | New layout for double yellow lines, Once striped we add an additional coat of paint on the existing double yellow lines and stop bars. | 1 | \$24,013.00 | \$24,013.00 |
| Total | | | | | \$24,013.00 |



Item 7.

on Vice
ob sites:
own of Dundee

QUOTE

Quote #0202364

Quote Date04/25/2024

| Item | Description | Unit Price | Quantity | Amount |
|---------|--|------------|----------|-----------|
| Service | Paint 13 stop bars and 0.7 mile of double yellow | 28000.00 | 1.00 | 28,000.00 |

| | | |
|--|-------------|-------------|
| | Subtotal | 28,000.00 |
| | Total | 28,000.00 |
| | Amount Paid | 0.00 |
| | Quote | \$28,000.00 |



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

| | | | |
|--------------------------|----------------------------------|--------------------|--------------|
| To: | Town Of Dundee | Contact: | John Vice |
| Address: | 202 Main St. Dundee, FL 33838 | Phone: | 863-438-8330 |
| | | Fax: | 863-438-8338 |
| Project Name: | TOWN OF DUNDEE 8TH ST N | Bid Number: | 23-173 |
| Project Location: | Dundee, FL | Bid Date: | 3/10/2023 |

| Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--|--------------------|------|-------------|-------------|
| THERMO STRIPING OF 8TH ST N. FROM LAKE MARIE TO WEIBERG RD | 1.00 | LS | \$32,291.44 | \$32,291.44 |

8350 L.F. 6" THERMO YELLOW
 12 24" WHITE STOP BARS
 FURNISH/ INSTALL 315 RPM
 TEMP PAINT

Total Bid Price: \$32,291.44

Notes:

• **BID NOTES:**

**** TESTING NOT INCLUDED**

**** ANY PRICING NOT ACCEPTED IMMEDIATELY MAY BE SUBJECT TO ESCALATION AT LATER DATE, DUE TO VOLATILITY OF CURRENT MARKET**

• **Not Included in Proposal:**

- Permits, SWPPP Permits, And Permit Fees
- Soil Testing, Concrete Testing, And CEI Certification & Inspection
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Dumpster Pad Enclosure Wall
- Retaining Walls, Footers, And Excavation/Backfill Of Footers
- Asbestos Removal
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Well Abandonment
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Striping And Signage
- Storm Sewer System
- Potable Water System
- Fireline Water System
- Materials / Work / Services not indicated or listed.



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

| | | | |
|--------------------------|----------------------------------|--------------------|--------------|
| To: | Town Of Dundee | Contact: | John Vice |
| Address: | 202 Main St. Dundee, FL 33838 | Phone: | 863-438-8330 |
| | | Fax: | 863-438-8338 |
| Project Name: | TOWN OF DUNDEE 8TH ST N | Bid Number: | 23-173 |
| Project Location: | Dundee, FL | Bid Date: | 3/10/2023 |

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Tucker Paving, Inc.

Authorized Signature: _____

Estimator: Barry Smothers
 863-299-2262 bsmothers@tuckerpaving.com



TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|--|
| AGENDA ITEM TITLE: | DISCUSSION, SPEED HUMPS |
| SUBJECT: | Lincoln Avenue speed humps |
| STAFF ANALYSIS: | After more research on the installed speed bumps on Lincoln Avenue, staff will be replacing them with different devices. Per the FDOT Green Book, traffic control devices should not be installed that slow traffic below 10mph on a residentially traveled road. The new speed humps will, by design, slow traffic to 10-15mph and are 6 feet long, 1-1/8 inch thick and 30 inches wide. This will allow traffic to travel at a safer speed and protect the residents/pedestrians while enjoying the sidewalks and everyday life in the Town of Dundee. Staff will remove and install the new speed humps at the same time. |
| FISCAL IMPACT: | N/A |
| STAFF RECOMMENDATION: | N/A |
| ATTACHMENTS: | None |



TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, JUNETEENTH CELEBRATION |
| SUBJECT: | Town Commission will consider a special events application submitted by Committed Citizens of Dundee, Inc. |
| STAFF ANALYSIS: | CCOD has submitted a special event application for a Juneteenth Celebration and Parade. The celebration will take place on Saturday June 15 th as a semi-formal Gala, and the parade will be on Sunday June 16 th . The parade will be staged in the rear parking lot at Town Hall and start at the intersection of Main Street and Center Street before heading west to Dr. Marting Luther King Jr Street then south, ending on Lincoln Avenue. Staff has worked on this route with CCOD Inc and believes it is the best choice to reduce impacts on resident and through traffic. Temporary road closures and detours are detailed on the maps. |
| FISCAL IMPACT: | None |
| STAFF RECOMMENDATION: | Staff recommends approval |
| ATTACHMENTS: | Application Route map Detour map |

Event Description: Cultural Event History and Expression of Freedom

Event Start Date: 6/16/2024 Time: 7am

Event End Date: 6/16 Time: 10pm

Set up Date: 6/15/2024 Time: 5pm

Take Down Date: 6/16 Time: 1030pm

☐ Gated/Ticketed ☒ Open to the Public ☐ Private Other: _____

Detailed Location of Event: Multiple locations ① Community Center ② Parade Route ③ Lewis Ave. (Sohbhall Field)

Site Plan Requirements:

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

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

Event Components:

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

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

SPECIAL EVENT APPLICATION

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

Applicant Information:

Organization Name: Committed Citizens of Dundee Florida, Inc.

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

Address: 615 Dr. ML King St SW ☒ Dundee, FL 33838 Phone: (863) 662-0443

Event Contact Information:

Name: (First & Last): 96 CCOD Florida, Inc. Orestes Robinson

Mailing Address: 615 Dr ML King St SW

City, ST, ZIP: Dundee, FL 33838

Phone#: (863) 662-0443 Email: Kendo

Event Information:

Name of Event: 2024 ^{Town of Dundee} (Cultural) Juneteenth Celebration Parade

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

☒ Festival - an organized public gathering in a park or town area e.g. Art Show

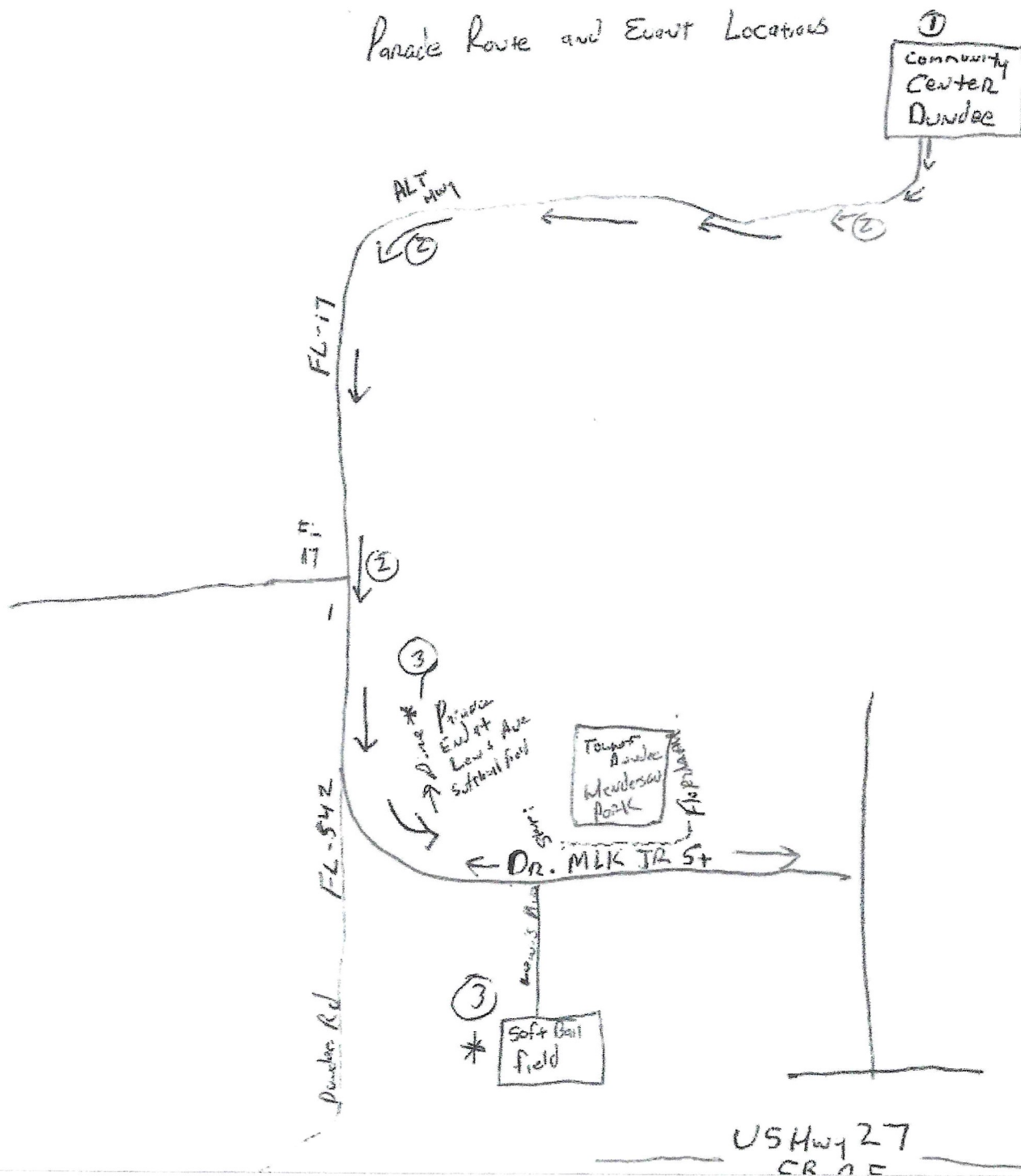
☐ Organized Competitive Event - a planned race, walk, tournament or other contest

☒ Parade/Walk - a public or private march, run, walk or parade of any kind.

☐ Circus or Carnival

☒ Other: Cultural Event History and Expression of Freedom

Parade Route and Event Locations



Other Information:

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

Please list all affected streets: ^① DR. MLK Jr St. from Dundee RD to Lewis Ave
 Dundee Rd east from MLK to FL-17 south to LK Marie St.

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

Please describe: there will be traffic flow delays to businesses along
 FL-17 Main St during Parade Times (start) 330pm

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

Please describe State Roads to be closed: FL-17, SR 542 Dundee Rd
 FL-17 Main St from

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

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

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

Any other requested assistance from the Town? _____

Any additional information: _____

Insurance Requirements:

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

Agreement to Assume Financial Responsibility for Injury or Damage

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

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

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

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

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

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

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

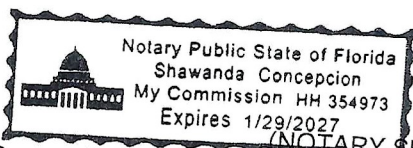
Signature of Sponsor or Authorized Representative of Sponsor

5-6-2024
Date

Drexxel Robinson
Printed Name

State of Florida
County of Polk

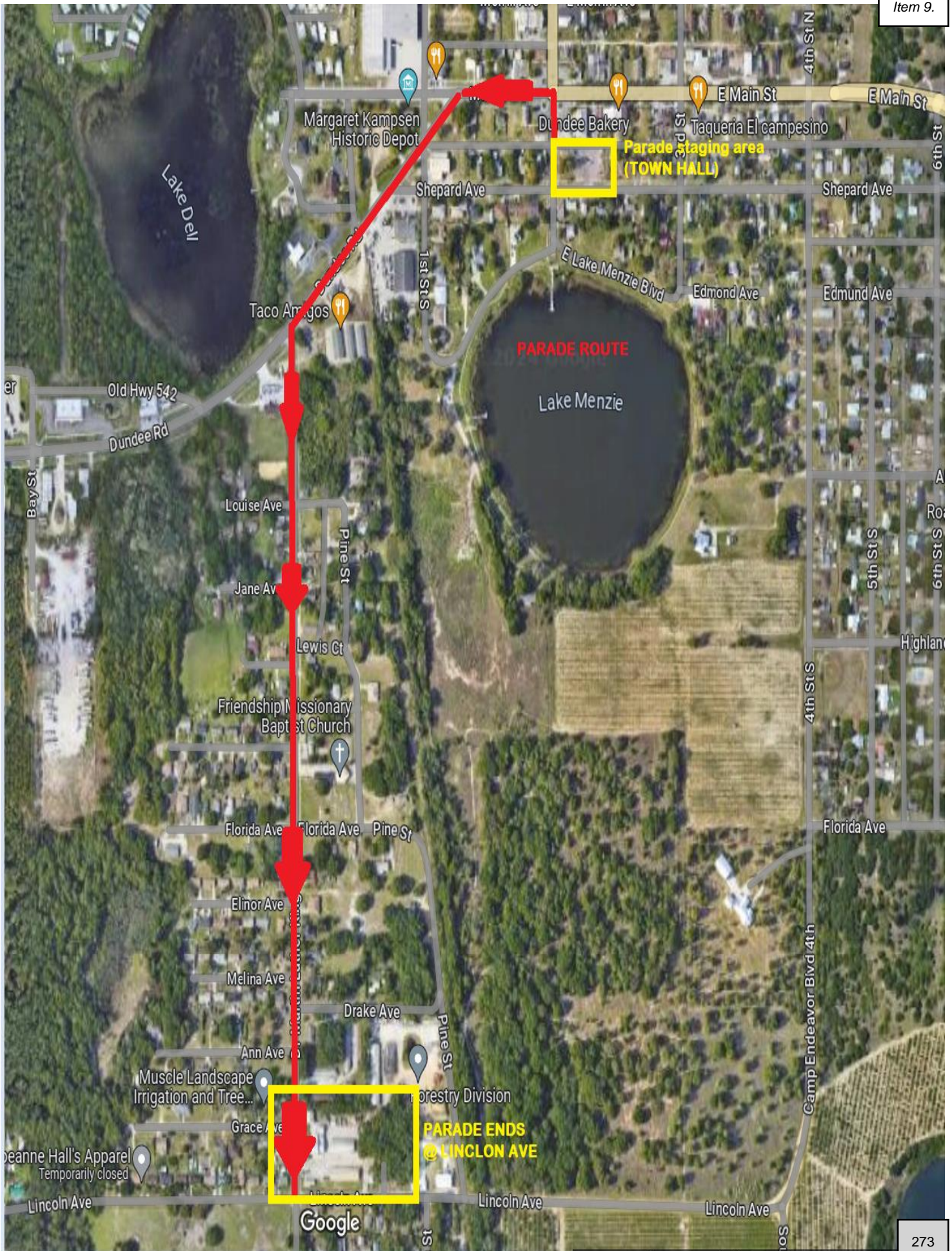
The forgoing instrument was acknowledged before me this 6 day of May, 2024 by Drexxel Robinson.

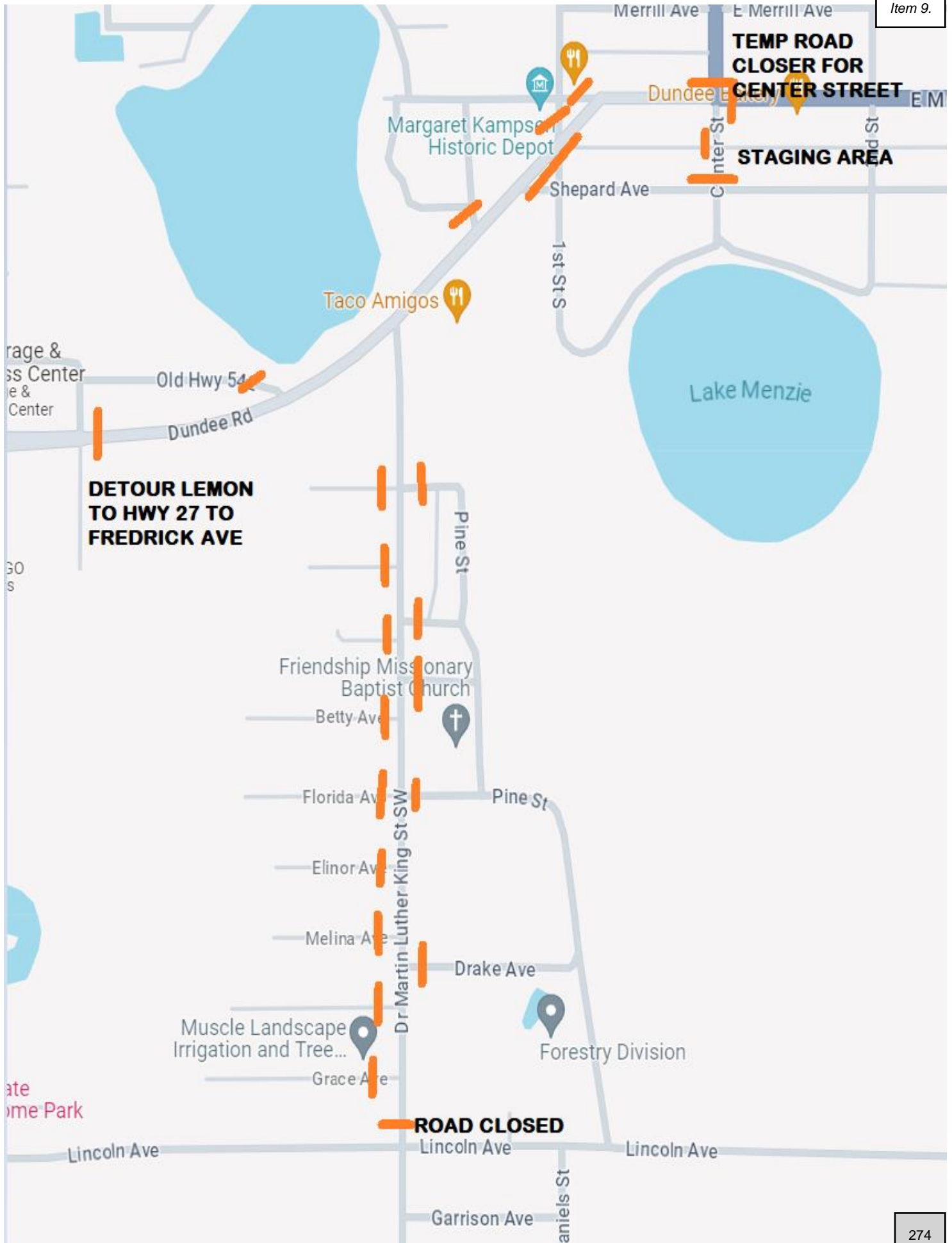


(NOTARY SEAL)

Signature of Notary Public-State of Florida
Shawanda Concepcion
Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification
Type of Identification Produced: DL # R152-165-72-044-0







TOWN COMMISSION MEETING

May 28, 2024 at 6:30 PM

| | |
|------------------------------|---|
| AGENDA ITEM TITLE: | DISCUSSION & ACTION, NORTHEAST POLK CHAMBER OF COMMERCE |
| SUBJECT: | Town Commission will consider the new membership for Northeast Polk Chamber of Commerce |
| STAFF ANALYSIS: | Per the request of Commissioner Richardson, we have researched the membership for the town to become member of the Northeast Polk Chamber of Commerce |
| FISCAL IMPACT: | \$667.00 Annually |
| STAFF RECOMMENDATION: | At the well of the commission |
| ATTACHMENTS: | Registration fee sheet |

New Member Registration

New Member Registration



Please ENTER EMAIL BELOW to get started:

Annual Dues are based on number of employees.

Step One: Please Enter Your Email To Begin The Registration Process: *

Step Two: Please select your Membership Plan. Click the icon below the plan name to view more details.

0 - 5 Employees

\$220.00 USD
Annually

6-15 Employees

\$429.00 USD
Annually

16-30 Employees

\$467.00 USD
Annually

31-50 Employees

\$649.00 USD
Annually

51-75 Employees\$742.00 USD
Annually**76-100 Employees**\$825.00 USD
Annually**Over 100 Employees**\$1,100.00 USD
Annually**Lodging, Hotel, Motel**\$550.00 USD
Annually**Public Utilities & Banks**\$1,100.00 USD
Annually**Nonprofit W/No Employees/Realtor**\$165.00 USD
Annually**Nonprofit: 0 - 5 Employees**\$198.00 USD
Annually**Nonprofit 6 - 15 Employees**\$386.00 USD
Annual

Nonprofit 16-30 Employees\$420.00 USD
Annually**Nonprofit 31-50 Employees**\$584.00 USD
Annually**Nonprofit 51-75 Employees**\$667.00 USD
Annually**Nonprofit 76-100 Employees**\$742.00 USD
Annually**Nonprofit Over 100 Employees**\$990.00 USD
Annually**Public School/Church**\$165.00 USD
Annually**Silver Angel Partnership**\$75.00 USD
Annually

Chairman's Circle \$2,500\$2,500.00 Item 10.
Annually☐**Chairman's Circle \$5,000**\$5,000.00 USD
Annually☐**Chairman's Circle \$7,500**\$7,500.00 USD
Annually☐**Chairman's Circle \$10,000**\$10,000.00 USD
Annually☐**Chairman's Circle \$20,000**\$20,000.00 USD
Annually☐

ERRORS:
Please enter your email address

Continue