



TOWN COMMISSION MEETING AGENDA

AMENDED

October 22, 2024 at 6:30 PM

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

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

CALL TO ORDER

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 OCTOBER 22, 2024

A. MINUTES

1. P & Z Regular Meeting Minutes – August 15, 2024
2. P & Z Special Meeting Minutes – August 26, 2024
3. TC Public Workshop – Transportation Impact Fees – September 24, 2024
4. TC Regular Meeting – September 24, 2024

B. AGREEMENTS

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

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- A. PROCLAMATION, BREAST CANCER AWARENESS MONTH
- B. PROCLAMATION, FIRE PREVENTION WEEK, OCTOBER 6-12, 2024
- C. PROCLAMATION, MOBILITY WEEK, OCTOBER 25-NOVEMBER 2, 2024

NEW BUSINESS

- 1. DISCUSSION & ACTION, RESOLUTION 24-32, EXTENSION OF THE STATE OF LOCAL EMERGENCY ESTABLISHED BY RESOLUTION 24-31
- 2. DISCUSSION & ACTION, RESOLUTION 24-25, SEASONS AT BELLA VISTA FINAL PLAT
- 3. DISCUSSION & ACTION, RESOLUTION 24-26, LANDINGS AT LAKE MABEL LOOP FINAL PLAT
- 4. DISCUSSION & ACTION, RESOLUTION 24-29, DEFINING THE VISIONING COMMITTEE
- 5. DISCUSSION & ACTION, RFP 24-09, EMERGENCY GENERATOR FOR DUNDEE COMMUNITY CENTER
- 6. DISCUSSION & ACTION, RFP 24-10, EMERGENCY GENERATOR FOR ECONOMY LODGE LIFT STATION
- 7. DISCUSSION ONLY, TOWN OF DUNDEE FY2022-23 AUDIT UPDATE, MIKE BRYNJULFSON, C.P.A., P.A.
- 8. DISCUSSION & ACTION, COMMISSION APPOINTMENT REASSIGNMENT
- 9. DISCUSSION & ACTION, TOWN COMMISSION SEAT 2 VACANCY
- 10. DISCUSSION & ACTION, RESOLUTION 24-30, FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024
- 11. DISCUSSION & ACTION, ROAD CLOSURE FOR THE RESCHEDULED HISPANIC & LATIN CULTURAL PARADE AND FESTIVAL
- 12. DISCUSSION & ACTION, NOVEMBER & DECEMBER 2024 MEETING DATES

REPORTS FROM OFFICERS

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

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

Item A.

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items on the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item on the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of October 22, 2024 contains the following:
- A. Minutes
 1. Planning & Zoning Regular Meeting - August 15, 2024
 2. Planning & Zoning Special Meeting – August 26, 2024
 3. TC Public Workshop – September 24, 2024
 4. TC Regular Meeting – September 24, 2024
 - B. Agreements
 1. CCNA RFQ 23-01, Rayl Engineering Agreement & Addendum
 2. CCNA RFQ 23-01, Civil Surv Design Group Agreement
 3. CCNA RFQ 23-01, Jones Edmunds Agreement & Addendum
 4. CCNA RFQ 23-01, CHA Consulting Agreement & Addendum
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Planning & Zoning Regular Meeting Minutes - August 15, 2024
Planning & Zoning Special Meeting Minutes – August 26, 2024
TC Public Workshop Minutes – September 24, 2024
TC Regular Meeting Minutes – September 24, 2024
CCNA RFQ 23-01, Rayl Engineering Agreement & Addendum
CCNA RFQ 23-01, Civil Surv Design Group Agreement
CCNA RFQ 23-01, Jones Edmunds Agreement & Addendum
CCNA RFQ 23-01, CHA Consulting Agreement & Addendum



PLANNING AND ZONING BOARD MEETING MINUTES

August 15, 2024 at 5:30 PM

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

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

CALL TO ORDER by Chair Gunter at 5:33 p.m.

PLEDGE OF ALLEGIANCE led by Chairman Gunter

ROLL CALL given by Town Clerk O'Neill

PRESENT

David Joubert

Annette Wilson

Jeff Gunter

ABSENT

Drecontextel Robinson

MOTION TO EXCUSE Mr. Robinson made by Gunter, seconded by Joubert. Passed unanimously.

APPROVAL OF MINUTES

MOTION TO APPROVE the minutes from the May 16, 2024 and June 20, 2024 Planning and Zoning meetings made by Gunter, Seconded by Wilson. Passed unanimously.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Shelton Rice, attorney with Peterson and Myers, 225 East Lemon Street, Suite 200, in Lakeland spoke on behalf of the Reserve at Dundee Lakes. In recognition of a moratorium, Mr. Rice stated that he wanted to express interest in

his client completing the project. Attorney Claytor provided an overview of the Reserve at Dundee Lakes project, which is a mix of residential units and community/recreational amenities adjacent to Lake Marie.

Attorney Claytor stated that the Town of Dundee is accepting transfers of operational agricultural wells.

Mr. Joubert and Mr. Rice discussed the Reserve at Dundee Lakes project and projected water capacity from the agricultural wells on the site. Mr. Rice explained that they understand the reason for a moratorium, but they do not want to see any undue hardship placed on projects that have been working through the process for a long time.

Mr. Joubert asked Public Works Director, Johnathan Vice, about the capped well at the Dundee Community Center. Mr. Vice stated that Utilities Director, Tracy Mercer, would have information about that.

Attorney Claytor stated that a public asset cannot be liquidated and used for a private purpose.

Ryan Renardo, civil engineer with R-Squared Engineering, 10312 Bloomingdale Ave., Ste. 108-367, Riverview, FL 33578, spoke about the Caldwell Ridge Subdivision.

Attorney Claytor commented that the Caldwell Ridge project is in the concept phase. Attorney Claytor stated currently there are projects under review for final plat approval. Attorney Claytor generally described the exceptions which are drafted into the moratorium ordinance.

PUBLIC HEARINGS None

DISCUSSION ITEMS

A. Historical Background and FAQs

Lorraine Peterson, Town Planner, presented a PowerPoint to the P&Z Board about the moratorium.

Ms. Peterson noted that there are 28 projects on file with the Town of Dundee. This includes 20 subdivisions and 8 commercial projects. The total number of units is 5,702, which includes primarily single-family homes. This is approximately 1.9 million gallons of water per day. Ms. Peterson provided water use data in the presentation that was provided by Utilities Director, Tracy Mercer.

Ms. Peterson further noted that the Town of Dundee is trying to be responsible with potable water resources, and staff has been tasked with looking out for the residents and for the developer community.

Attorney Claytor noted that certain advertising and/or publication requirements must be met for the public hearings related to the proposed moratorium ordinance. As of today, the earliest run date for the newspaper advertisement for the public hearing is August 21, 2024, which also requires a special meeting of the Town Commission which may possibly be held on August 28 or 29 for purposes of considering the proposed ordinance for the moratorium.

Attorney Claytor explained procedural requirements for establishing a development moratorium, and Attorney reviewed moratorium ordinances from other municipalities in Florida for water-use-related issues and others, including Zephyrhills, the City of Melbourne, and the City of Bonita Springs.

Questions were raised about rebuilding structures under the moratorium, and Attorney Claytor stated that in drafting the moratorium, processes have been built into the document.

REPORTS FROM OFFICERS None

Planning Department Comments

Town Attorney Comments

Board Member Comments

Chairperson Comments

ADJOURNMENT at 6:36 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

Approval Date: _____



PLANNING AND ZONING BOARD SPECIAL MEETING MINUTES

August 26, 2024 at 5:30 PM

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

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

CALL TO ORDER by Chair Gunter at 5:39pm

PLEDGE OF ALLEGIANCE led by Chair Gunter

ROLL CALL taken by Town Clerk O'Neill

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Chair Gunter opened the floor for public comment; being none, the floor was closed.

APPROVAL OF MINUTES

Motion to approve minutes from the August 15, 2024 Planning and Zoning Meeting. Made by Annette Wilson, seconded by David Joubert. Passed unanimously.

Voting in favor: Gunter, Wilson, Robinson, Joubert

PUBLIC HEARINGS None

DISCUSSION ITEMS

DISCUSSION & ACTION, DRAFT ORDINANCE 24-09, MORATORIUM

Lorraine Peterson presented a PowerPoint Presentation about the draft moratorium, Ordinance 24-09. During the presentation, Ms. Peterson reviewed three options for a motion for the P & Z Board to consider – approval of the moratorium, approval of the moratorium with changes, or denial of the moratorium.

Mr. Gunter asked whether the 12-month period for the moratorium is changeable. Attorney Claytor stated that by ordinance the Town Commission could terminate the moratorium early. Additionally, Attorney Claytor stated that an extension of up to 12 months could be approved by the Town Commission.

Mr. Robinson asked about the 500,000 gpd under interlocal agreement with Winter Haven. Attorney Claytor addressed questions regarding alternative water supply options through the Polk Regional Water Cooperative.

Ms. Wilson asked about agricultural wells and whether the Town is aware of how much water those wells generate. Ms. Peterson provided information.

Attorney Claytor explained the vested rights analysis that is built into Ordinance 24-09. He also noted there is a hardship process built into Ordinance 24-09.

Chair Gunter opened the floor for questions.

Jessie Skubna, property owner of 28390 Hwy 27, Dundee, FL, asked about commercial industrial zoning and whether this property is subject to the moratorium. Attorney Claytor stated that commercial zoning districts are not subject to the moratorium, but they are subject to a concurrency evaluation. Ms. Skubna asked if the Highway Commercial designation is exempt, and Attorney Claytor stated yes except for the required concurrency evaluation.

Attorney Shelton Rice with Peterson and Myers, 225 East Lemon Street, Suite 300, Lakeland, FL 33801, whose client is the Reserve at Dundee Lakes, asked about the number of ERCs for the Reserve at Dundee Lakes. The number of ERCs was clarified to be 306.

Motion for the Planning and Zoning Board to recommend approval of Ordinance 24-09, a Town initiated ordinance to enact a temporary moratorium for twelve (12) consecutive months, made by Gunter, seconded by Wilson. Passed unanimously.

Voting in favor: Gunter, Wilson, Robinson, Joubert

DISCUSSION ONLY, BOARD MEMBERSHIPS & GOVERNMENT-IN-THE-SUNSHINE

Attorney Claytor expressed appreciation to the Board members who expressed interest in volunteering their service to the Visioning Board. Attorney Claytor further explained Government-in-the-Sunshine Laws as it relates to the Planning and Zoning Board and the Visioning Board.

Chair Gunter opened the floor for questions. Ms. Alethea Pugh, 1367 Swan Lake Circle, Dundee, commented that she has submitted an application for the Planning and Zoning Board. She asked what the process is to be approved. Attorney Claytor explained the process.

REPORTS FROM OFFICERS None

Planning Department Comments

Town Attorney Comments

Board Member Comments

Chairperson Comments

ADJOURNMENT at 6:32 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

Approval Date: _____

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PUBLIC WORKSHOP #2 – TRANSPORTATION IMPACT FEE MINUTES

September 24, 2024 at 6:00 PM

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

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

CALL TO ORDER at 6:00 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

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

ROLL CALL taken by Town Clerk O'Neill

PRESENT

Commissioner Glenn
Commissioner Quarles
Commissioner Richardson
Vice Mayor Goddard
Mayor Pennant

NEW BUSINESS

1. DISCUSSION & ACTION, ORDINANCE 24-10, TRANSPORTATION IMPACT FEES

Assistant Town Attorney Claytor provided the analysis. He reviewed the credentials for Mr. Alex Anaya, who is a civil and transportation engineer with ESRP Corporation and has more than 20 years of experience working as a licensed engineer in the state of Florida on transportation projects. Mr. Anaya had notified staff in advance of the public workshop that he would be unable to attend; however, Mr. Anaya would be able to attend the public hearing at the 6:30pm Town Commission meeting, where he would be able to answer any questions about the Transportation Study performed by ESRP.

Pursuant to Florida Statutes, Section 163.31801, the Florida Impact Fee Act, when a municipality or local government is increasing impact fees in excess of the phase-in limitations set, said municipality is required to meet certain requirements, which include two duly noticed public workshops and two public hearings, the second of which was advertised on September 11, 2024 and is taking place at the Town Commission meeting tonight.

The Florida Impact Fee Act requires a demonstrated needs study, meaning that the most recent and localized data needs to be demonstrated, in addition to identifying the extraordinary circumstances existing that necessitate the municipality to increase its impact fees in excess of the phase-in limitation schedules.

The study that is being presented and discussed tonight provides most recent and localized data. Attorney Claytor summarized population growth data and transportation data from the study.

By the year 2045, population growth will increase by more than 199%. It is estimated that this growth would increase the population in Dundee from about 6,000 to about 25,000 residents, which is unprecedented growth. Attorney Claytor noted that the growth rate in Dundee exceeded that of the average growth rate across Polk County overall. He further noted that there is a proposed project within Town limits that is not accounted for in these numbers, but it is a 2,100-unit master plan community.

He asked the Town Commission if there were any questions.

Commissioner Quarles asked about the area that the study explored. Attorney Claytor stated the study evaluated the current and future level of service and that it also addressed the thoroughfare network within the Town. He noted that the study identified substandard streets. Mr. Claytor explained that substandard streets would be addressed in future amendments to the Town's Land Development Code.

Commissioner Glenn asked whether the Town would be able to work with developers to incur the costs of improving roadways. Attorney Claytor responded in the affirmative. He noted that developers would be able to assist with capital improvements that are necessitated or brought upon by the development.

Attorney Claytor stated that the proposed increased impact fees would cover roughly 80% of the transportation improvements necessary, and Commissioner Glenn commented this was a good number.

Could any of the costs be rolled into the new subdivision project costs? Attorney Claytor stated that by increasing the impact fees through this ordinance, the Town will have more dedicated funding to make improvements as unprecedented growth occurs in the Town of Dundee over the next twenty years.

Vice-Mayor Goddard asked whether the proposed transportation impact fees would cover the improvements that come with Duke Energy. Attorney Claytor noted the differences between impact fees and other public utility/service providers.

Discussion ensued about concurrency and how impact fees may be used to assist with funding as corporate limits and population continue to grow. Impact fees provide a necessary source of restricted funding for municipal capital expenditures in order to maintain levels of service for municipal services.

Commissioner Glenn asked whether impact fees would fund a future fire station as the Town grows. Attorney Claytor stated that Ms. Peterson in Development Services would be best able to address that question. Commissioner Glenn commented on costs to meet the needs of anticipated growth. Town Manager Davis stated that Ms. Mercer, Special Projects Manager, is currently looking at grants to fund municipal projects, such as safety complexes. Commissioner Glenn recommended looking at the areas of growth to plan for future municipal services and projects. Mayor Pennant noted that the east side of Town is where most growth is occurring.

Mayor Pennant opened the floor for public comments and questions.

Michelle Thompson, 406 4th Street South, asked how developers work with the Town to arrange agreements. Attorney Claytor responded that the Town provides developers with incentives that the Town is legally permitted to provide. He also noted that no member of staff, including legal staff, has the authority to enter into a binding legal agreement with any entity. All agreements must be presented to the Town Commission, and the Town Commission makes decisions.

Attorney Claytor noted that Mr. Anaya arrived, and he would be available for questions during the public hearing that will take place during the Town Commission meeting at 6:30 p.m.

ADJOURNMENT by the Mayor at 6:25 p.m.

Respectfully submitted,

Lita O'Neill
Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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TOWN COMMISSION MEETING MINUTES

September 24, 2024 at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Alethea Pugh

RECOGNITION OF SERGEANT AT ARMS - Sgt. Josh Anderson

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

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

ROLL CALL taken by Town Clerk O'Neill

PRESENT

Commissioner Glenn
 Commissioner Quarles
 Commissioner Richardson
 Vice-Mayor Goddard
 Mayor Pennant

APPROVAL OF AGENDA

Mayor Pennant asked Town Manager Davis to note any changes to the agenda. Town Manager Davis stated that item numbers were removed from the proclamations and recognitions, the FY 2024-2025 Budget Section was added, the final draft of the Town of Dundee Transportation Impact Fee Study and Fee Schedule Update Technical Report was added, the discussion and action item regarding a piggyback contract for chlorine was removed, and a discussion and action item regarding the Federal Lead and Copper Rule was added.

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

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

Opposed: None

The motion passed unanimously.

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

PROCLAMATION, HISPANIC HERITAGE MONTH

PROCLAMATION, SUICIDE PREVENTION AWARENESS MONTH

A motion to approve both proclamations on the agenda was made by Commissioner Richardson, seconded by Commissioner Glenn.

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

Opposed: None

The motion passed unanimously.

Mayor Pennant read the Hispanic Heritage Month Proclamation for the record and presented the proclamation to Marisol Ortega. Ms. Ortega thanked the Town Commission.

RECOGNITION, RESIDENTIAL BEAUTIFICATION AWARD

Mayor Pennant asked members of the Tree Board to come forward to present the award. Sheila Aguilar, Michelle Smith, and others came forward to present the award to Amy Pasta. Ms. Pasta received a Home Depot gift card, a framed certificate, and a yard sign.

FY2024-2025 FINAL MILLAGE AND BUDGET

1. MAYOR'S STATEMENT

The Mayor read the Mayor's Statement into the record:

State Law requires the first substantive issue to be discussed at this hearing is the percentage increase in the millage over the rolled back rate and the reasons ad valorem taxes are being increased. The Town of Dundee's proposed operating millage is 7.9000 mills which is 6.21% more than the rolled back rate of 7.4381 mills. The ad valorem proceeds resulting from the difference between the proposed rate and the rolled back rate will be used to offset increased operating expenses of the Town.

2. RESOLUTION 24-23, ADOPTION OF FINAL MILLAGE RATE FOR FY 2024 - 2025

Attorney Claytor read Resolution No. 24-23 in its entirety into the record.

Town Manager Davis provided the analysis.

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

A motion to approve Resolution No. 24-23 adopting the final millage rate for Fiscal Year 2024-2025 was made by Commissioner Quarles, seconded by Commissioner Glenn.

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

Opposed: None

The motion passed unanimously.

3. RESOLUTION 24-24, ADOPTION OF FINAL BUDGET, FY 2024 –2025

Attorney Claytor read Resolution No. 24-23 in its entirety into the record.

Town Manager Davis provided the analysis.

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

TC Regular Meeting, September 24, 2024 at 6:30 p.m.

Commissioner Richardson asked questions about the budget process and the auditing timeline. Town Manager Davis provided responses. Attorney Claytor noted that there was a scrivener's error in Resolution 24-24, paragraph 1 should read "final budget" and not "tentative budget."

A motion to approve Resolution No. 24-24 adopting the final budget for Fiscal Year 2024-2025 was made by Commissioner Quarles, seconded by Vice-Mayor Goddard.

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

Opposed: None

The motion passed unanimously.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR SEPTEMBER 24, 2024

A. MINUTES

1. August 29, 2024 Town Commission Public Workshop AMENDED
2. August 29, 2024 Town Commission Special Meeting AMENDED
3. September 10, 2024 TC Public Workshop to Discuss Transportation Impact Fees
4. September 10, 2024 TC Public Workshop to Discuss Moratorium
5. September 10, 2024 Town Commission Meeting

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

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

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

Opposed: None

The motion passed unanimously.

B. AGREEMENTS

1. Applied Aquatic Renewal Agreement
2. Water Supply Allocation Agreement – KB Home Orlando, LLC (Landings at Lake Mabel Loop)

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

Commissioner Quarles asked how often Applied Aquatic treats the lakes. Town Manager Davis responded.

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

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

Opposed: None

The motion passed unanimously.

NEW BUSINESS

4. DISCUSSION & ACTION, ORDINANCE 24-10, TRANSPORTATION IMPACT FEES

Attorney Claytor read Ordinance 24-10 by title into the record.

Town Manager Davis asked Mr. Alex Anaya, ESRP Corporation, to present information about the 2024 Transportation Impact Fee Update. Mr. Anaya stated for the record that he is a Florida registered Professional Engineer (PE) and a Professional Traffic Operations Engineer (PTOE). Attorney Claytor asked Mr. Anaya to provide his credentials, and Mr. Anaya stated that he is a civil engineer with a Master's degree in Construction Project Management and a Master's degree in Transportation Engineering. Mr. Anaya stated he is a Professional Engineer in Florida and in Kentucky and has worked in Transportation Engineering for 20 years.

The primary goal of the 2024 technical report was to identify anticipated costs for transportation so the Town can plan for the future. The Comprehensive Plan states that adopted levels of service should be maintained. As new development is added, it is necessary to determine future demand on the roads. Mr. Anaya presented population and traffic data from the technical report. He noted the unprecedented, forecasted growth. The Town-wide study identified a travel demand model in the network of roads within the Town's limits.

Mr. Anaya's presentation then addressed transportation impact fees. Based on the proposed transportation impact fee schedule update included in the report, the estimated cost that transportation impact fees would provide equals \$104,000,000, which is about 74% of the estimated improvement needs. Mr. Anaya stated that the Town would need to look for additional funding to meet the estimated total of \$141,000,000.

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

Attorney Claytor asked Mr. Anaya whether the population growth estimated and set forth in the 2024 technical report represents an extraordinary circumstance necessitating the need for an increase to the transportation impact fees in excess of the phase-in limitations set forth in Florida Statutes. Mr. Anaya replied yes.

Annette Wilson, 408 Dr. Martin Luther King Street, asked what the Town of Dundee needs to do as a Town to ensure the transportation impact fees are going to help the Town to improve infrastructure. Mr. Anaya stated that the first thing to do would be to adopt the Ordinance to dedicate the funding specifically for transportation needs.

Town Manager Davis noted that staff will continue to revisit these transportation impact fees every 1-2 years to ensure they are meeting the needs of the Town.

A motion was made to approve Ordinance 24-10 made by Commissioner Quarles, seconded by Commissioner Richardson.

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

Opposed: None

The motion passed unanimously.

5. DISCUSSION & ACTION, EVALUATION & APPRAISAL REPORT (EAR) OF THE TOWN'S COMPREHENSIVE PLAN

Mayor Pennant asked Ms. Lorraine Peterson, Development Director, to explain the Evaluation & Appraisal Report (EAR) process. Ms. Peterson presented slides to the Commission and explained that Chapter 163.3191 of the Florida Statutes requires that local municipal governments evaluate the Comprehensive Plan every seven years. Ms. Peterson noted that a notification affidavit once signed by the Mayor, will be sent to the state by October 1, 2024.

Commissioner Richardson asked whether a public workshop takes place during the EAR process. Ms. Peterson stated that there is not a public workshop that needs to take place during the EAR process, but when the Comprehensive Plan is evaluated and updated, the Commission and the public will have a chance to provide input.

Ms. Peterson explained the key difference between the Comprehensive Plan and the Land Development Code. The Land Development Code addresses more immediate concerns and issues, such as code enforcement.

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

A motion was made to move forward with the Evaluation and Appraisal Report process was made by Vice-Mayor Goddard, seconded by Commissioner Glenn.

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

Opposed: None

The motion passed unanimously.

6. DISCUSSION & ACTION, PURCHASE OF 2024 F-150 BUILDING INSPECTOR TRUCK

Town Manager Davis provided the analysis, noting this cost was included in the FY 2023-2024 budget.

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

A motion was made to approve the purchase of a 2024 F-150 for the Building Department was made by Commissioner Quarles, seconded by Commissioner Glenn.

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

Opposed: None

The motion passed unanimously.

7. DISCUSSION & ACTION, LEAD AND COPPER RULE REVISIONS (LCRR) STARTING OCTOBER 16, 2024, EPA AND FDEP WILL IMPLEMENT NEW PUBLIC NOTIFICATIONS FOR SUPPLIERS OF PUBLIC DRINKING WATER

Town Manager Davis asked the Utilities Director, Ms. Tracy Mercer, to provide the analysis. Ms. Mercer explained the newly revised Lead and Copper Rule and what the Town of Dundee needs to do in order to be in compliance with the federal requirement.

Ms. Mercer presented the timeline and noted that the current phase is outreach and inventory of 770 more meters. Further, Ms. Mercer noted that by October 17, 2024 the DEP and the EPA needs to be notified of the inventory. Prior to the inventory, postcards need to be sent to residents in homes that were constructed prior to 1987. Mayor Pennant asked for clarification, and Ms. Mercer explained that for homes built before 1987, an inventory or line inspection needs to be completed.

Commissioner Glenn asked Ms. Mercer whether residents will be made to comply with replacing pipes to their homes. Ms. Mercer responded that they must be informed, but it will be up to the homeowner to replace their own lines.

Tracy Mercer noted the timeline for the Lead and Copper rule. Vice-Mayor Goddard asked if an extension was possible, and Ms. Mercer stated that no extensions will be provided for the first two steps.

Jackie Nichols, 308 Lewis Court, asked about clarification about federal requirements. Ms. Mercer explained there will be educational flyers sent to homeowners to explain more about the federal Lead and Copper Rule.

Rhonda Sara, 125 Crestview Lane, asked whether this would affect the ability to sell your home. Mayor Pennant commented that during a sale of property, the inspector's report would show whether galvanized pipes or copper pipes are present.

The Mayor asked if there were any additional questions from the public; being none, the floor was closed.

A motion to authorize the town manager to negotiate and enter into a task order with Robert A. Stevens and Associates, Inc. under continuing contract through RFQ 24-01 for professional services, in an amount not to exceed \$17,875 for services including locating and identifying 770 water meters by the October deadline, was made by Commissioner Quarles, seconded by Commissioner Richardson.

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

Opposed: None

The motion passed unanimously.

REPORTS FROM OFFICERS

PCSO Report

None

Fire Department Report

Fire Chief Carbone presented the run updates.

Year-to-Date total = 837; 365-day total = 1,093; 7-day total = 45 (includes 34 medicals, 8 public assists, 3 false alarms)

Town Attorney

None

Town Manager

The ribbon-cutting for the Veterans BBQ has been postponed until October 5th due to the storm. The Mayor's Roundtable has been postponed until October 31st. The sale of the bricks for the Veterans Memorial fundraiser will end on October 9th so the bricks can be ordered and installed in time for the Veterans Day holiday.

Comments from Commissioners

Commissioner Richardson asked about drainage on Dr. Martin Luther King Street. John Vice, Public Works Director, responded that staff is working with an engineering firm to address the issue. Commissioner Richardson asked how this got into this shape. Mr. Vice stated that the Town has a storm water team that is looking for a long-term fix. Mayor Pennant stated that this area has historically had problems with drainage. Town Manager Davis commented that this is an expensive project that will need to go out to bid. Mr. Vice further commented that there are several areas in Town that have drainage issues and agrees these must be addressed.

Mayor Pennant noted the successful Lake Marie drainage project.

Town Manager Davis noted that the storm water team has grown from 0.5 staff to 3.5 staff since she has taken over as the Town Manager. Ms. Davis commented that the storm water audit was quite successful due to the efforts of John Vice and his team. She also noted that the Town may need to increase the stormwater fees to meet the many needs within the Town. Ms. Davis noted that over the past two years, more equipment has been acquired to try to do this work in-house.

Mr. Vice stated that he and Ms. Tracy Mercer have spoken about doing a stormwater master plan.

Commissioner Richardson asked Commissioner Glenn whether he is still living in Dundee, and he responded yes.

Commissioner Glenn thanked Town staff for meeting with him today. Commissioner Glenn stated that he has been serving on the Town Commission for just under 10 years, but the travel he is doing for his job has caused him to decide to step down from his Commission seat. Commissioner Glenn further stated that he would like to see more diversity that represents Dundee. He thanked staff and residents.

The Mayor noted that Vice-Mayor Goddard had to leave the meeting.

A motion to accept Commissioner Glenn's resignation was made by Commissioner Richardson, seconded by Mayor Pennant.

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

Opposed: None

Mayor Pennant made comments. He expressed his appreciation to Mr. Glenn for his efforts over the years. The Mayor spoke to the delegation and stated that he appreciated their participation in the process.

Town Manager Davis asked whether the Town should seek counsel from the legal team. Attorney Claytor stated that the Town Code makes provisions to fill a vacated Commission seat; however, he recommends reaching out to the Polk County Supervisor of Elections. The legal staff will provide an update at the October 8, 2024 meeting.

ADJOURNMENT at 8:24 p.m.

Respectfully submitted,

Lita O'Neill

Lita O'Neill, Town Clerk

APPROVAL DATE: _____

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

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

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

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES (hereafter the "Agreement") is made and entered into on this ____ day of _____, 2024 (hereafter the "Effective Date"), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the "TOWN"), and Rayl Engineering and Surveying, LLC (hereafter the "CONSULTANT").

FACTUAL RECITALS

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

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

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

2.2.1 Services Related to Utility Systems:

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

2.2.2 Services Related to Transportation System:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

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

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

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

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

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

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

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

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

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

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

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

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

Item 1. General Consulting Services

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

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

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

Item 2. Studies and Reports

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

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

2.5 Provide a general economic analysis of the TOWN's requirements applicable to alternatives, which includes a broad estimate of construction cost and method of financing.

Item B.

2.6 Prepare a Preliminary Report with findings and recommendations.

2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

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

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

Item 4. Final Design Phase

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

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

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

Item 5. Bidding or Negotiating Phase

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

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

Item 6. Construction Phase

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

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

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

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

Item B.

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

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

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

Item B.

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

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

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

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

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

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

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

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

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

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

Item B.

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. COMPENSATION

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

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

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

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

Item 3. Termination

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

Item 4. Final Payment

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT**Item 1. Standard of Care Professional Services**

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

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

Item 4. Construction Phase Services

- 4.1 **CONSULTANT’s Activities at Construction Site.** The presence of CONSULTANT's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make CONSULTANT responsible for those duties that belong to TOWN and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. CONSULTANT makes no warranty or guarantee with respect to the performance of a contractor. CONSULTANT has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect CONSULTANT's own personnel and except as may be expressly required elsewhere in the scope of services, CONSULTANT has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

- 4.2 **Shop Drawing and Submittal Review.** If required by TASK ORDER(S) issued hereunder, CONSULTANT shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. CONSULTANT shall not be required to verify dimensions, to engineer contractor’s shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.

- 4.3 **Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

ARTICLE XI. AUDIT RIGHTS

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

ARTICLE XII. ASSIGNMENT

Item B.

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

ARTICLE XIII. SPECIAL PROJECTS

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

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

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

Item B.

Item 3. Limitation on Indemnity

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

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

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

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

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

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

1.2 NO DAMAGES FOR DELAY BY TOWN

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

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

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

Item 2. INSURANCE

2.1 Insurance in General

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

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

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

(c) other evidence satisfactory to the TOWN.

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

2.2 Types of Insurance and Limits of Liability

Item B.

2.2.1 Workers' Compensation/Employers' Liability

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

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

2.2.2 Commercial General Liability Insurance

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

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

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

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

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

2.2.3 Automobile Liability Insurance

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

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

2.2.4 Professional Liability

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

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

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

2.3 Insurance Administration

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

2.4 TOWN's Right to Inspect Policies

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

2.5 Miscellaneous

Item B.

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

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

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

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

ARTICLE XVI. CONFIDENTIALITY

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

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

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

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

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By Town

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

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item B.

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

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

Item 3. Payment upon Termination

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

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

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

Item 2. State Law Compliance.

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

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

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

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

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

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

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

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

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

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT: Rayl Engineering and Surveying, LLC
810 East Main Street
Bartow, FL 33830

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

With a copy to: *(which shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33831-0030 Fax:
(863) 533-7412

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

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN’s Agent

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

Item 6. CONSULTANT's Project Team

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

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

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, devise, proprietary system, or

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

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

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

Item B.

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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

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

Consultant:

[Signature]
By: Alan L. Rayl
Managing Member

[Signature]
Witness

[Signature]
Witness

10/04/2023
Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of October, 2024, by Alan L. Rayl, as owner, on its behalf, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Valerie Wheatley
My commission expires: 9/19/2025



Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

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

This Town of Dundee Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, Rayl Engineering and Surveying, LLC, Contract Addendum (“Addendum”) is agreed upon by the parties and appended to the agreement, deliverable, purchase, order, form, service, package and contract (collectively, the “Contract Documents”), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the “Town”) and the following Consultant (collectively, the “Parties”):

Consultant: Rayl Engineering and Surveying, LLC
810 East Main Street
Bartow, FL 33830

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

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

- (a) the Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and
- (b) pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and
- (c) Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorize the Town to enter into the Contract which includes, but is not limited to, this Addendum with the Consultant; and
- (d) a copy of the Contract, which is fully-executed by the parties, is attached to

this Addendum as **Composite Exhibit “A”** and made a part hereof by reference; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *“Effective Date”* means, for purposes of calculating time periods and the commencement of the term of the Contract, the date on which the Contract which includes, but shall not be limited to, this Addendum is approved and executed by the Town Representative as authorized, at a duly notice public meeting, by the Town Commission.

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

§ 3. Primacy of Addendum.

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

§ 4. Governing Law; Home Venue Privilege.

The Contract and this Addendum (collectively referred to as the “Agreements”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the effective date of the Agreements, are the County Court in and

for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 5. Indemnification.

To the fullest extent permitted by Applicable Law, and in consideration of the amount stated on any Task Order, Consultant shall indemnify and hold harmless the Town of Dundee, Florida (the “Town”) and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreements and in each Task Order issued pursuant to the Agreements.

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

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

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

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

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Agreements or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or

for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Consultant from the Town that such amount is due, be made by Consultant prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Consultant shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with §55.03, Florida Statutes (2024), from the day of the Town's payment.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

§ 6. Sovereign Immunity; Limitations of City's Liability.

(a) Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreements shall be construed to waive the Town's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Consultant shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

(b) Notwithstanding any other provision set forth in the Agreements, nothing contained in this Addendum shall be construed as a waiver of the Town's right to sovereign immunity under Section 768.28, Florida Statutes (2023), or other limitations imposed on Town's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. As such, Town shall not be liable under the Agreements for punitive damages or interest for the period before judgment. **This Section shall survive termination of the Agreements.**

§ 7. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force

Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 8. Assignment by Consultant.

The Agreements shall not be assigned by the Consultant, or any successor thereto, without the prior written consent of the Town which shall not be unreasonably withheld.

§ 9. Severability.

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

§ 10. Construction.

The Town and Consultant acknowledge that the Agreements have been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein.

§ 11. Attorneys' Fees.

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

§ 12. Specific Modifications to Contract.

Without limiting the effectiveness of any of the foregoing provisions in this Addendum, the following specific modifications are made to the text of the Contract:

- (a) The definition of "*Indemnification*" is deleted from *Article I* of the Contract in its entirety.
- (b) *Article II* of the Contract is amended to read, as follows:

It being the intent of this Agreement to provide a general basis for performing architectural,

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

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

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IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Consultant:

Executed this 4th day of October, 2024

By: [Signature]

Name: Alan L. Rayl

Title: Owner

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of October, 2024, by Alan L. Rayl, as owner, on its behalf, who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Printed Name: Valerie Wheatley

My commission expires: 9/19/2025



Town of Dundee, Florida:

Executed this ____ day of _____, 2024

By: _____
Samuel Pennant, Mayor

Attest:

Lita O'Neill, Town Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Town Attorney

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

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

FACTUAL RECITALS

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

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

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

2.2.1 Services Related to Utility Systems:

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

2.2.2 Services Related to Transportation System:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

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

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

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

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

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

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

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

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

Item B.

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

"Town Code" means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

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

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

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

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

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

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

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

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

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

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

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

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

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

Item 1. General Consulting Services

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

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

Item B.

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

Item 2. Studies and Reports

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

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

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

Item 3. Preliminary Design Plans

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

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

Item 4. Final Design Phase

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

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

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

Item 5. Bidding or Negotiating Phase

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

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

Item 6. Construction Phase

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

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

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

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

Item B.

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

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

Item B.

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

Item B.

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

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

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

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

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

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

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

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

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

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

Item B.

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. COMPENSATION

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

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

Item B.

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

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

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

Item 3. Termination

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

Item 4. Final Payment

Item B.

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

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

Item B.

Item 4. Construction Phase Services

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

ARTICLE XI. AUDIT RIGHTS

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

ARTICLE XII. ASSIGNMENT

Item B.

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

ARTICLE XIII. SPECIAL PROJECTS

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

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

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

Item B.

Item 3. Limitation on Indemnity

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

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

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

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

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

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

1.2 NO DAMAGES FOR DELAY BY TOWN

Item B.

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

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

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

Item 2. INSURANCE

2.1 Insurance in General

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

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

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

(c) other evidence satisfactory to the TOWN.

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

2.2 Types of Insurance and Limits of Liability

Item B.

2.2.1 Workers' Compensation/Employers' Liability

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

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

2.2.2 Commercial General Liability Insurance

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

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

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

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

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

2.2.3 Automobile Liability Insurance

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

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

2.2.4 Professional Liability

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

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

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

2.3 Insurance Administration

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

2.4 TOWN's Right to Inspect Policies

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

2.5 Miscellaneous

Item B.

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

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

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

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

ARTICLE XVI. CONFIDENTIALITY

Item B.

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

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

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

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

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By Town

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

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item B.

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

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

Item 3. Payment upon Termination

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

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

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

Item B.

Item 2. State Law Compliance.

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

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

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

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

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

Item B.

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

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

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

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

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT: [_____]

TOWN:

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

With a copy to:

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

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

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN’s Agent

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

Item 6. CONSULTANT’s Project Team

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

Item B.

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

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

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

Item B.

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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


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

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

[Remainder of page intentionally left blank]

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

Consultant:

By: 
Craig R. Fuller, President


Witness


Witness

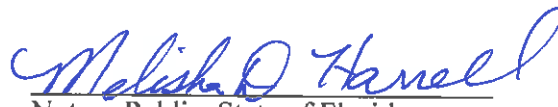
10/05/2024
Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 3rd day of October, 2024, by Craig R. Fuller President Civil Serv, on its as behalf, who is personally known to me or who has produced _____ as identification.



Melisha D. Harrell
Comm.: HH 456198
Expires: Feb. 16, 2028
Notary Public - State of Florida


Notary Public, State of Florida
Printed Name: Melisha D. Harrell
My commission expires: 2/16/2028

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

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

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES (hereafter the “Agreement”) is made and entered into on this **22nd day of October, 2024** (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and **Jones, Edmunds & Associates, Inc.** (hereafter the “CONSULTANT”).

FACTUAL RECITALS

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

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

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

2.2.1 Services Related to Utility Systems:

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

2.2.2 Services Related to Transportation System:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

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

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

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

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

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

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

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

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

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“*Contract Documents*” means the RFQ 23-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda

issued before, during and after the bidding period for the RFQ 23-01; Change Orders issued after the Agreement is let; and any other document incorporated by reference and/or annexed hereto.

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

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

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

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

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

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

Item 1. General Consulting Services

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

Item 2. Studies and Reports

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

- 2.1 Consult with the TOWN to clarify and define the TOWN's requirements under the TASK ORDER.
- 2.2 Obtain from the TOWN, or its designated representative, available reports, records, property maps, drawings, opinions of probable cost, financial data, field survey notes, and other data that may be reasonably available at the time of authorization to proceed.
- 2.3 Advise the TOWN as to the necessity of the TOWN's providing or its need for obtaining any other services reasonably required in the CONSULTANT's judgment from others.
- 2.4 Provide special analysis of the TOWN's needs, preliminary studies, regional planning reports, feasibility investigations, evaluations, comparative studies, appraisals, rate studies, operational-management services, or any other program as authorized by the TOWN.
- 2.5 Provide a general economic analysis of the TOWN's requirements applicable to various alternatives, which includes a broad estimate of construction cost and method of financing.
- 2.6 Prepare a Preliminary Report with findings and recommendations.
- 2.7 Furnish three (3) printed copies and one (1) electronic, if requested, of the Preliminary Report to the TOWN.

Item 3. Preliminary Design Plans

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

- 3.1 On the basis of the data and information obtained under **Item 2**, or for any defined TASK ORDER(S), prepare preliminary engineering data including basis of design, sketches, drawings, maps, opinions of probable cost, time of completion and outline specifications to develop and establish the scope of the proposed construction.
- 3.2 Make a personal examination of the proposed Project site, and as may reasonably be discoverable, note site conditions and impediments that pertain to or might adversely affect the timely, efficient, and economical completion of any phase of the Project or the Project as a whole. The CONSULTANT shall promptly report any adverse site conditions to the TOWN.
- 3.3 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- 3.4 At a minimum, provide the TOWN with a 50% and 90% complete document(s) for preliminary review during the development and submission of the Preliminary Design Phase report. In addition, CONSULTANT will meet with the TOWN to discuss preliminary submittal reviews by the TOWN.

- 3.5 Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the TOWN or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- 3.6 Advise the TOWN if additional data or services are necessary for preliminary design and assist the TOWN in obtaining such data and services.
- 3.7 Based on the information contained in the preliminary design documents, submit a revised Total Project Cost estimate to the TOWN.
- 3.8 Make on-site field investigations as necessary to become familiar with the conditions affecting the TASK ORDER(S).
- 3.9 Furnish five (5) printed copies and one (1) electronic copy, if requested, of the Preliminary Design Documents.
- 3.10 Assist the TOWN in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 4. Final Design Phase

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

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).
- 4.3 Complete work on the TASK ORDER(S) within the time allowed by maintaining an adequate staff of engineers, draftsmen, and other employees on the work. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the TOWN to furnish timely information or approve or disapprove of the CONSULTANT's services of work product promptly, or delays caused by faulty performance by the TOWN or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the TOWN agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.
- 4.4 Comply with all Federal, State and Local laws or ordinances applicable to this work.
- 4.5 Prepare the necessary application forms and supporting documents for the approval of the TASK ORDER(S) and assist the TOWN in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the TOWN in obtaining such approvals by submitting, participating, and/or leading in negotiations with appropriate authorities, and the TASK ORDER(S) shall define the CONSULTANT's role in this regard.

- 4.6 Cooperate fully with the TOWN in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the TOWN a construction time schedule for the completion of the TASK ORDER(S).
- 4.7 Request information and verification of location of utility facilities in the vicinity of the proposed work. Upon approval of the final plans, send letter with applicable sheets of the plans to each utility company having installations in the area of the work, notifying them of any relocations required. Send copies of all such letters to utilities to the TOWN for reference and file.
- 4.8 Report the status of TASK ORDER(S) to the Town Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the Town Manager or her/his authorized agent or designee at any time.
- 4.9 Submit to the TOWN five (5) sets of check prints and the *Contract Documents* at 30%, 60%, and 90% completion for each TASK ORDER for review and approval and advise the TOWN in writing with each submittal of the estimated project construction cost.
- 4.10 Submit to the TOWN a final draft of the *Contract Documents*, including all revisions and/or modifications. Upon approval, assemble and bind the *Contract Documents* and deliver five (5) sets to the TOWN. Additional copies required shall be furnished at actual cost of reproduction if requested by the TOWN. It is understood and agreed that the CONSULTANT assumes no responsibility for the legal review of such documents.
Consultant shall provide an electronic copy of all contract documents.
- 4.11 Advise the TOWN of any adjustments in the cost of the PROJECT caused by changes in scope, design requirements or construction costs; and furnish final cost estimate for the subject project, based on the approved drawings and specifications.

Item 5. Bidding or Negotiating Phase

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

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

- 5.4 Assist the TOWN in obtaining, receiving, tabulating and evaluating bids or negotiating proposals and preparing construction contracts, materials, equipment and services.
- 5.5 Review bids received and submit to the Town Manager or her/his designee CONSULTANT's recommendation as to action to be taken upon the bids.

Item 6. Construction Phase

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

- 6.1 Consult with and advise the TOWN and act as its representative as provided in the TOWN's Standard Construction Contract Documents (Construction Contract Documents). The TOWN shall have sole discretion as to the form of these *Contract Documents*, or as to how they are to be amended pursuant to any Project, or as to how they may otherwise be amended from time to time.
- 6.2 Pre-Construction Meeting. Prepare for and attend a pre-construction meeting conducted by the TOWN with representatives of the Contractor(s), subcontractor(s), utility companies, etc., for each Project as determined necessary by the TOWN.
- 6.3 Consult with the TOWN concerning the acceptability of subcontractors and other persons and organizations proposed by the general contractor for portions of the work.
- 6.4 Furnish to contractors, at contractor's expense, as many copies as necessary of the completed construction drawings and specifications for construction purposes at cost of reproduction.
 - 6.4.1 In addition, the CONSULTANT may provide, if requested by the TOWN in a TASK ORDER(S), the services of a Construction Manager and/or Field Representative (and assistants as agreed) at the site to assist the CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, the CONSULTANT shall determine in general if such work is proceeding in accordance with the Construction Contract Documents, Drawings and Specifications, and the CONSULTANT shall inform the TOWN on the progress of the work.
 - 6.4.2 If authorized in the TASK ORDER(S), the Construction Manager and/or Field Representative (and any assistants) will be the CONSULTANT's agent or employee and under the CONSULTANT's supervision. The duties and responsibilities of the Construction Manager and/or Field Representative (and assistants) are set forth in the Construction Contract Documents, or as may otherwise be agreed in a TASK ORDER. Daily Reports generated by the Construction Manager and/or Field Representative(s) shall be in a form acceptable to the TOWN, and shall be submitted to the TOWN on a weekly basis throughout the construction phase of the Project (from Notice to Proceed through Final Acceptance of the work).

6.4.3 The purpose of the CONSULTANT's visits to and representation by the Construction Manager and/or Field Representative (and assistants, if any) at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by the CONSULTANT during the Construction Phase and, in addition, by exercise of the CONSULTANT's efforts as an experienced and qualified design professional, to provide confidence for the TOWN that the completed work of the Contractor(s) will conform to the Construction Contract Documents, Drawings, and Specifications and that the integrity of the design concept as reflected in the aforesaid documents has been implemented and preserved by the Contractor(s). The CONSULTANT shall not, however, during such visits or as a result of such observations of the Contractor(s) work in progress, supervise, direct, or have control over the Contractor(s) work, nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the work of the Contractor(s), or for any failure of the Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor(s) furnishing and performing their work. Accordingly, the CONSULTANT can neither guarantee the performance of the construction contract by the Contractor(s), nor assume responsibility for the Contractor(s) failure to furnish and perform their work in accordance with the Construction Contract Documents, Drawings and Specifications.

6.4.4 Defective Work. During such visits and on the basis of such observations, the CONSULTANT shall keep the TOWN informed of the progress of the work, shall endeavor to guard the TOWN against defects and deficiencies in such work, and may disapprove of or reject the Contractor(s) work while it is in progress if the CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Construction Contract Documents, Drawings, and Specifications or that it will prejudice the integrity of the design concept of the Project as reflected in the Construction Contract Documents, Drawings, and Specifications. The CONSULTANT shall advise the TOWN in a timely manner of defect(s) in the Contractors or Subcontractors work and of the action taken to have the defect(s) corrected.

6.5 Advise and consult with the TOWN and act as the CONSULTANT as provided in the *Contract Documents* covering the construction of the subject project and work described in the TASK ORDER.

6.6 Make weekly visits **and as needed** to the site by a qualified representative of the CONSULTANT to observe the work. The CONSULTANT shall have authority, as the TOWN's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders and terms of the Drawings and Specifications (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Drawings and Specifications) and, in addition, the CONSULTANT shall have authority, as the TOWN's representative, to act as initial interpreter of the requirements of the Drawings and Specifications.

- 6.7 Review and approve shop and equipment drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, results of tests and inspections, and other data which any Contractor is required to submit, and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the *Contract Documents*. The CONSULTANT may be allowed to use its shop drawing stamp during review provided the format and language of the shop drawing stamp is approved by the TOWN prior to use. Furthermore, the CONSULTANT agrees that it shall devise a separate tracking system for Shop Drawings previously disapproved or for which corrections, modifications, or changes are necessary. The tracking system shall be both timely and efficient, and shall account for the status and party responsible to correct all previously submitted Shop Drawings until their complete approval and acceptance. The tracking system shall include, but not be limited to, the following CONSULTANT activities: subsequent to any Contractors being ordered to start construction work, the CONSULTANT shall transmit to the TOWN, if required by TASK ORDER at such frequency as defined therein, a list of Shop Drawings anticipated for such construction contract, the names of the Shop Drawings, their due dates (in accordance with Shop Drawing schedules submitted by the Contractor(s)) required from the Contractor(s); their dates of issue, receipt, checking, return for correction, resubmission, and approval; and any information that will clearly provide the TOWN with the progress of project shop drawings; provided, however, that in any event all Shop Drawings that have been submitted to the CONSULTANT (whether for approval or re-approval) shall be reviewed and returned by the CONSULTANT within twenty-eight (28) Days of submission.
- 6.8 Prepare routine change orders as required. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor(s).
- 6.9 Review, verify, approve, and certify Contractor's monthly estimates and final estimates and payments. The CONSULTANT shall also periodically review the Record Drawings as prepared by the Contractor(s) and verify the accuracy and completeness thereof, prior to recommendation to the TOWN of the release of progress payments for the work in question.
- 6.10 Conduct a site visit, in company with the TOWN to determine if a TASK ORDER is substantially complete and a final site visit to determine if a TASK ORDER has been completed in accordance with the *Contract Documents* and the Contractor(s) has fulfilled all of his obligations there-under so that the CONSULTANT may approve, in writing, final payment to the Contractor(s). The CONSULTANT shall certify a completed TASK ORDER to all regulatory agencies upon completion. Advise and consult with the TOWN as to interpretations of the Contract Documents in any disputes between the TOWN and the prime Contractor and any other entity involved on working on the project at the direction of the prime Contractor.
- 6.11 Furnish the TOWN five (5) sets of reproducible revised Contract Drawings showing the work as constructed. Record Drawings shall be based on the marked-up prints, drawings, and other data furnished by the Contractor(s)' field engineering and inspection personnel and which the CONSULTANT considers significant.
- 6.12 **Track Progress of Contractor.** If providing Construction Manager and/or Field Representative Services, the CONSULTANT shall track the progress of the Contractor(s)

and submit a written report to the TOWN, at the 30%, 60% and 90% stages of the construction (as identified by the Contractor(s) original approved schedule) or as defined in the TASK ORDER, documenting the progress of the Contractor relative to the original approved schedule.

6.13 Minimize Claims. The CONSULTANT shall endeavor to minimize the potential areas for Contractor claims by initiating timely, thorough, and complete communication among the TOWN and the design and construction contract principals; other local, state, or federal parties (when directed by the TOWN); or private entities that may also be involved. Upon identification of a potential Contractor claim, the CONSULTANT shall immediately notify the TOWN of all data relevant to the potential Contractor claims, and of which the CONSULTANT is aware.

6.14 Resolve Construction-Related Difficulties. The CONSULTANT shall report to the TOWN the status of all significant construction-related system operational and system quality concerns, as well as the actions taken by the CONSULTANT to encourage effective communication and timely resolution thereof. Once a problem area is identified, the CONSULTANT shall keep a detailed log on the item in question and pursue the timely resolution of that item.

6.15 Contractor(s) Completion Documents. The CONSULTANT shall receive and review maintenance operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests and approvals which are to be assembled by the Contractor(s) in accordance with the Construction Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals, the results certified will indicate compliance with the Construction Contract Documents, Drawings, and Specifications); and shall transmit them to the TOWN with written comments.

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

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

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

Item 2. Designate in writing a person to act as the TOWN's representative with respect to the work to be performed under this Agreement (hereafter the “TOWN Representative”). The CONSULTANT may rely upon the fact that the TOWN’s Representative has complete authority to transmit instructions, receive information, interpret and define TOWN's policies and decisions

with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The TOWN Representative shall also (1) communicate the TOWN's policies and decisions to the CONSULTANT regarding the Services; (2) determine whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder, and (3) determine the merits of any allegation by the CONSULTANT respecting the TOWN's nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the TOWN Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to further administrative review, but shall not be binding upon the CONSULTANT or TOWN in regard to appeals to a court of competent jurisdiction.

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

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

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

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

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

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

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

Item B.

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

ARTICLE VI. COMPENSATION

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

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

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

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

Item 3. Termination

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

Item 4. Final Payment

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

Item 4. Construction Phase Services

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

ARTICLE XI. AUDIT RIGHTS

The TOWN reserves the right to audit the records of the CONSULTANT related to compensation issues associated with an authorized TASK ORDER at any time during the execution of the TASK ORDER and for a period of one (1) year after final payment is made to the CONSULTANT. Failure of the CONSULTANT to maintain sufficient auditable records shall authorize the TOWN to

determine, at its sole and conclusive discretion, the time and cost expended from information maintained by the CONSULTANT relevant to the services performed under this Agreement and any TASK ORDER(S) issued hereunder. The CONSULTANT's staff will be compensated on an hourly rate basis for assisting the TOWN in its audit process and the TOWN shall pay for the reasonable cost of reproducing such records in accordance with the provisions of Article VII, Item 2 of this Agreement.

ARTICLE XII. ASSIGNMENT

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

ARTICLE XIII. SPECIAL PROJECTS

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration by the TOWN of electronic copies.

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

Item 3. Limitation on Indemnity

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

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

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

- (a) Any negligent, reckless, or intentionally wrongful act, omission or default of the CONSULTANT and/or persons it employees and/or utilizes and/or any combination thereof in the performance of this Agreement and/or any Task Orders issued hereunder;
- (b) Any and all bodily injuries, sickness, disease or death;

- (c) Injury to or destruction of tangible property, including, but not limited to, the loss of use resulting therefrom;
- (d) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Agreement and/or any TASK ORDER(S) and/or special project(s) performed thereunder; and/or
- (e) The violation of any federal, state, county or Town laws, by-laws, ordinances or regulations by the CONSULTANT or persons employed and/or utilized by CONSULTANT.

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

- 1.1.1** CONSULTANT also agrees to indemnify, and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description (including reasonable attorney's fees and charges incurred in any court and/or dispute resolution process) that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation to the extent same is caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and/or any TASK ORDER(S) issued hereunder.
- 1.1.2** In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN's option, may make payment of an amount so due and the CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of 12% per annum simple interest from the day of the TOWN's payment.
- 1.1.3** If CONSULTANT, after receipt of written notice from the TOWN fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the TOWN in securing any such payment from CONSULTANT.
- 1.1.4** Nothing contained herein is intended nor shall it be construed to waive the TOWN's Sovereign immunity and/or its limits of liability set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability,

and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN's favor.

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

1.2 NO DAMAGES FOR DELAY BY TOWN

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

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

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

Item 2. INSURANCE

2.1 Insurance in General

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

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

- (b) the original of the policy(ies); and/or
- (c) other evidence satisfactory to the TOWN.

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

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers’ Compensation/Employers’ Liability

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

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

2.2.2 Commercial General Liability Insurance

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

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

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

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

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

2.2.3 Automobile Liability Insurance

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

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

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

2.2.4 Professional Liability

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

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

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

2.3 Insurance Administration

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

CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the TOWN within the time limits described in this Subsection.

2.4 TOWN's Right to Inspect Policies

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

2.5 Miscellaneous

(a) The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the TOWN or the TOWN's members, officials, officers or employees.

(b) Except where prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. CONSULTANT shall pay on behalf of the TOWN or the TOWN's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the TOWN or the TOWN's members, officials, officers, agents and employees.

(c) The insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the TOWN and the Town's members, officials, officers and employees.

(d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the TOWN by the insurance provided by CONSULTANT shall be in addition to and not in lieu of any other remedy (including but not limited to, as an indemnitee of CONSULTANT) available to the TOWN under this Agreement or otherwise.

(e) Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

2.5.1 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement and/or any TASK ORDER(S) issued hereunder agrees that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. All required insurance policies shall preclude any insurer's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance. Violation of the terms of this paragraph and its subparts shall constitute a breach of the Agreement, and the TOWN, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate. The TOWN reserves the right

to require or adjust any of the insurance coverage it deems necessary depending upon the company, the Services to be provided under this Agreement and/or any TASK ORDER(S) issued hereunder, or the potential exposures. The CONSULTANT shall not commence performance of duties under this Agreement and/or any TASK ORDER(S) issued hereunder until the CONSULTANT has obtained all insurance coverage required under this paragraph and this Agreement and all Insurance Certificates have been approved by the TOWN, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the TOWN until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the TOWN or the TOWN Representative.

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

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

ARTICLE XVI. CONFIDENTIALITY

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

- (a) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees;
- (b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by TOWN;
or
- (c) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence.

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By Town

By written notice to CONSULTANT, TOWN may suspend all or a portion of the Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder if unforeseen circumstances beyond TOWN’s control make normal progress of the Services provided under this Agreement and/or

any TASK ORDER(S) issued hereunder impracticable. If suspension is greater than sixty (60) business days, then CONSULTANT shall have the right to terminate this Agreement in accordance with Article XVIII of this Agreement. TOWN's suspension of any Services provided under this Agreement and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of TOWN at law or equity.

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

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

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

Item 3. Payment upon Termination

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

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

Item 2. State Law Compliance.

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

boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. CONSULTANT understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the CONSULTANT is found to have submitted a false certification.

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

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

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

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

(f) **Contracting with Foreign Entities.** By executing this Agreement, CONSULTANT certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant

control of any such government. Further, CONSULTANT certifies that no government of a Foreign Country of Concern has a “controlling interest” in CONSULTANT as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the CONSULTANT organized under the laws of a Foreign Country of Concern, nor does the CONSULTANT have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the CONSULTANT to access the personal identifying information of any individual, CONSULTANT agrees to notify the TOWN in advance of any contemplated transaction that would cause CONSULTANT to be disqualified from such access under Section 287.138 of the Florida Statutes. CONSULTANT agrees to furnish the TOWN with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

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

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT: Jones Edmunds & Associates, Inc.
13545 Progress Blvd., Suite 100
Alachua, FL 32615

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

With a copy to: *(which shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33831-0030 Fax:
(863) 533-7412

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

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN's Agent

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

Item 6. CONSULTANT's Project Team

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

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

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

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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

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

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

[Remainder of page intentionally left blank]

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

Consultant:

JONES EDMUNDS & ASSOCIATES, INC.

Denda Tyler

Witness

Angie Garner

Witness

By: [Signature]
Stanley F. Ferreira, Jr., PE
President & CEO

9/17/24
Date

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17th day of October, 2024, by Stanley F. Ferreira, Jr., PE, as President & CEO, on its behalf, who is personally known to me.



[Signature]
Notary Public, State of Florida
Printed Name: KELLY FLOWERS
My commission expires 03/15/2025

Town of Dundee:

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Lita O'Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
HOURLY RATE SCHEDULE

**Exhibit B
Town of Dundee RFQ 23-01
Hourly Rate Schedule**

Labor Category	Hourly Rate
Project Officer	\$ 289
Senior Project Manager	\$ 263
Project Manager	\$ 210
Chief Engineer or Scientist	\$ 278
Senior Engineer	\$ 268
Senior Scientist	\$ 194
Project Engineer	\$ 210
Project Scientist	\$ 168
Engineer or Scientist	\$ 152
Engineer Intern (PhD)	\$ 137
Engineer Intern or Associate Scientist	\$ 126
Designer	\$ 131
Senior CADD Designer	\$ 137
CADD Designer	\$ 131
Senior CADD Technician	\$ 110
CADD Technician	\$ 100
Systems Analyst	\$ 200
Senior GIS Analyst or Senior GIS Programmer	\$ 152
GIS Analyst or Programmer	\$ 116
Senior GIS Technician	\$ 100
GIS Technician	\$ 89
Senior Database Administrator	\$ 189
Database Administrator	\$ 163
Environmental Data Analyst	\$ 105
Senior Field Technician Environmental	\$ 116
Field Technician Environmental	\$ 105
Senior Construction Administrator	\$ 184
Construction Administrator	\$ 163
Senior Field Representative Construction	\$ 131
Field Representative Construction	\$ 110
Construction Project Coordinator	\$ 89
Senior Administrative Assistant	\$ 116
Administrative Assistant	\$ 89
Senior Technical Editor	\$ 158

Travel – Company Vehicle – \$0.65/mile

Travel – Personal Vehicle – IRS Standard Mileage Rate

Rates Effective January 1, 2024

Subject to Change January 1, 2025

MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES BETWEEN THE TOWN OF DUNDEE, FLORIDA AND CONSULTANT, JONES EDMUNDS & ASSOCIATES, INC., CONTRACT ADDENDUM

This *Town of Dundee Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, Jones Edmunds & Associates, Inc., Contract Addendum* (“Addendum”) is agreed upon by the parties and appended to the agreement, deliverable, purchase, order, form, service, package and contract (collectively, the “Contract Documents”), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the “Town”) and the following Consultant (collectively, the “Parties”):

Consultant: Jones Edmunds & Associates, Inc.
13545 Progress Blvd.
Suite 100
Alachua, FL 32615

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

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

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

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

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

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

(e) Consultant is an active Florida Corporation authorized to transact business in the State of Florida; and

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

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

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

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

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

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

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

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

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

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

§ 2. Definitions. Words used in this Addendum and/or Contract (see **Exhibit "A"**), as well as any and all attachment(s) and/or exhibit(s) incorporated herein and made a part hereof,

shall possess their everyday and ordinary meaning(s), provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

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

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

(c) “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of the Contract, the date on which the Contract which includes, but shall not be limited to, this Addendum is approved and executed by the Town Representative as authorized, at a duly notice public meeting, by the Town Commission.

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

§ 3. Primacy of Addendum.

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

§ 4. Governing Law; Home Venue Privilege.

The Contract and this Addendum (collectively referred to as the “Agreements”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the effective date of the Agreements, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida, Tampa Division.

The Parties waive any objection to jurisdiction and venue in such courts.

§ 5. Indemnification.

To the fullest extent permitted by Applicable Law, and in consideration of the amount stated on any Task Order, Consultant shall indemnify and hold harmless the Town of Dundee, Florida (the “Town”) and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreements and in each Task Order issued pursuant to the Agreements.

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

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

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

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

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Consultant in the performance of the Agreements or in the performance of any Task Order issued hereunder, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation

be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Consultant or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Consultant from the Town that such amount is due, be made by Consultant prior to the Town being required to pay same, or in the alternative, the Town, at the Town’s option, may make payment of an amount so due and the Consultant shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with §55.03, *Florida Statutes (2024)*, from the day of the Town’s payment.

The Town and the Consultant agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

§ 6. Sovereign Immunity; Limitations of City’s Liability.

(a) Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreements shall be construed to waive the Town’s sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Consultant shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

(b) Notwithstanding any other provision set forth in the Agreements, nothing contained in this Addendum shall be construed as a waiver of the Town’s right to sovereign immunity under Section 768.28, Florida Statutes (2023), or other limitations imposed on Town’s potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. As such, Town shall not be liable under the Agreements for punitive damages or interest for the period before judgment. **This Section shall survive termination of the Agreements.**

§ 7. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of “Force Majeure” and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused

based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 8. Assignment by Consultant.

The Agreements shall not be assigned by the Consultant, or any successor thereto, without the prior written consent of the Town which shall not be unreasonably withheld.

§ 9. Severability.

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

§ 10. Construction.

The Town and Consultant acknowledge that the Agreements have been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein.

§ 11. Attorneys' Fees.

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

§ 12. Specific Modifications to Contract.

Without limiting the effectiveness of any of the foregoing provisions in this Addendum, the following specific modifications are made to the text of the Contract:

- (a) The definition of "*Indemnification*" is deleted from *Article I* of the Contract in its entirety.
- (b) *Article II* of the Contract is amended to read, as follows:

It being the intent of this Agreement to provide a general basis for performing architectural, engineering, planning, and various professional consulting services, as yet not fully defined. Any service, project, job and/or task(s) shall be performed in compliance with the terms, conditions and

covenants set forth by this Agreement and/or any TASK ORDER(S) issued hereunder; and, prior to the commencement of any service, project, job and/or task(s) by the CONSULTANT, the TOWN and CONSULTANT shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to a specific service, project, job and/or task(s) (hereafter referred to as the "TASK ORDER"). This Agreement shall continue in full force and effect for a period of **five (5) years** beginning on the Effective Date or until terminated in accordance with **Article XVIII** of this Agreement.

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

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated

Consultant:

Executed this 17 day of October, 2024

By: [Signature]

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO



STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 17 day of October, 2024, by Stanley F. Ferreira, Jr., PE as President & CEO on its behalf, who is personally known to me.

[Signature]
Notary Public, State of Florida
Printed Name: KELLY S FLOWERS

My commission expires: 03/15/2025

Town of Dundee, Florida:

Executed this ____ day of _____, 2024

By: _____
Samuel Pennant, Mayor

Attest:

Lita O'Neill, Town Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Town Attorney

PROCLAMATION



WHEREAS, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of this disease; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, the Town of Dundee supports breast cancer research and wishes to educate the people of Dundee about detection, risk factors, and treatment; and

WHEREAS, the American Cancer Society continues to advise women to get an annual mammogram screening once they reach the age of 40; and

WHEREAS, this October, the Town of Dundee recognizes breast cancer survivors, those battling the disease, and their families, who are a source of love and encouragement; appreciates the efforts of our medical professionals who are caring for and treating those affected; and encourages the researchers who are working to find a cure.

NOW, THEREFORE, BE IT PROCLAIMED, that on this day, that I, Samuel Pennant, Mayor of the Town of Dundee, representing the Town and the Town Commission, do hereby proclaim October 2024 as

NATIONAL BREAST CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida, to be affixed this 22nd day of October, 2024.

TOWN OF DUNDEE, FLORIDA

Samuel Pennant, Mayor

Attest:

Lita O'Neill, Town Clerk

PROCLAMATION



WHEREAS, this October represents the 102nd anniversary of Fire Prevention Week, the nation’s longest-running public-health observance on record; and

WHEREAS, its goals are to draw attention to fire safety by educating residents in an effort to drastically decrease casualties caused by fires and to support the health, safety, and welfare of the residents living in the Town of Dundee; and

WHEREAS, home, the place people feel safest, is where they are at the greatest risk for a fire, with three-quarters (74%) of all U.S. fire deaths occurring in homes; and

WHEREAS, you may have as little as two minutes or less to safely escape a home fire from the time a smoke alarm sounds; and

WHEREAS, the ability to get out of a home during a fire depends on early warning from smoke alarms and advance fire safety practice with the whole family; and

WHEREAS, this year’s theme is “Smoke Alarms: Make Them Work for You!” and according to the National Fire Protection Association, having working smoke alarms in the home reduces the risk of dying in a home fire by more than half (54%) and more than one-third (38%) of home fire deaths result from fires in which no smoke alarms are present.

NOW, THEREFORE, BE IT RESOLVED, that on this day, the Dundee Town Commission does hereby proclaim October 6-12, 2024 as

FIRE PREVENTION WEEK

in the Town of Dundee and encourages all citizens to check that smoke alarms are working.

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida, to be affixed this 22nd day of October, 2024.

TOWN OF DUNDEE, FLORIDA

Samuel Pennant, Mayor

Attest:

Lita O’Neill, Town Clerk

PROCLAMATION



WHEREAS, Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting annual outreach events; and

WHEREAS, Mobility Week is an ideal time for counties, cities, and transportation agencies to highlight transportation achievements, roll out new initiatives, and/or implement new policies promoting multimodal transportation; and

WHEREAS, Mobility Week is an opportunity for individuals to explore how various active travel choices like walking, biking, riding transit or carpooling reduces traffic congestion and can be excellent alternative travel choices; and

WHEREAS, during the 2023 Mobility Week, over 220 workplaces and 1,000 Floridians recorded almost 18,000 trips through carpool, biking, and walking; and

WHEREAS, Mobility Week is consistent with the Town of Dundee’s key goal from the Transportation Element of its Comprehensive Plan, “to provide a safe and efficient transportation system for all modes of travel that is financially feasible, consistent with community needs, and environmentally sound;” and

WHEREAS, the Town of Dundee supports Mobility Week by hosting and participating in transportation events, such as the Ridge Scenic Highway Yard Sale taking place along the 39-mile Scenic Highway Corridor on November 2nd.

NOW THEREFORE, BE IT RESOLVED, that on this day, the Dundee Town Commission does hereby proclaim **October 25 – November 2, 2024** as

MOBILITY WEEK

in the Town of Dundee and encourage all citizens to explore transportation options available to them.

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida, to be affixed this 22nd day of October, 2024.

TOWN OF DUNDEE, FLORIDA

Samuel Pennant, Mayor

Attest:

Lita O’Neill, Town Clerk



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

Item 4.

AGENDA ITEM TITLE: DISCUSSION & ACTION, RESOLUTION 24-32, EXTENSION OF THE STATE OF LOCAL EMERGENCY

SUBJECT: The Town Commission will consider Resolution 24-32 for approval

STAFF ANALYSIS: A state of local emergency was established within the Town of Dundee limits with passage of Resolution 24-31 at the Town Commission emergency meeting on October 7, 2024. Resolution 24-32 serves to extend the state of local emergency and expires on Tuesday, October 29, 2024, at 6:30 p.m. unless further extended.

Debris pickup as well as lift station repairs at a major station are ongoing. The lift station repairs are significant and will require additional equipment. Categories C through G were approved on October 17, 2024, and this includes buildings and lift stations, which is our primary concern. In addition, the Development Services Building requires air quality checks as well as repairs to the break area and two offices, which experienced some water damage.

FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval of Resolution 24-32

ATTACHMENTS: Resolution 24-32

RESOLUTION NO. 24-32

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, EXTENDING THE STATE OF LOCAL EMERGENCY DECLARED IN RESOLUTION 24-31 REGARDING HURRICANE MILTON; INVOKING EMERGENCY POWERS AND AUTHORIZING MUNICIPAL OFFICERS TO CONTINUE TO TAKE ALL NECESSARY EMERGENCY MEASURES; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

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 Saturday, October 5, 2024, and on Sunday, October 6, 2024, the Governor of the State of Florida issued Executive Orders 24- 214 and 24- 215 declaring that a State of Emergency existed in Polk County, Florida, as a consequence of Hurricane Milton; and

WHEREAS, on Monday, October 7, 2024, in Declaration of State of Local Emergency 24- 01, Polk County, Florida government declared a local state of emergency within all of Polk County, Florida as a result of Hurricane Milton and extended same on October 14, 2024 pursuant to Chapter 252, Florida Statutes; and

WHEREAS, on Monday October 7, 2024, the Town Commission of the Town of Dundee, Florida adopted Resolution No. 24-31 and declared a local state of emergency within the Town of Dundee, Florida, as a result of Hurricane Milton pursuant to Chapter 252 Florida Statutes; and

WHEREAS, pursuant to Chapter 252 of the Florida Statutes, commonly known as the *State Emergency Management Act*, political subdivisions of the State of Florida such as the Town of Dundee have the power to:

(1) appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies;

Town of Dundee, Florida
Resolution No. 24-32

(2) appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers;

(3) establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations;

(4) assign and make available for duty the offices and agencies of the Town , including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the Town for employment within or outside the political limits of the subdivision;

(5) request state assistance or invoke emergency-related mutual-aid assistance;

(6) declare a local state of emergency regarding inclement weather events and extend the same, as necessary, in 7-day increments; and

(7) waive the procedures and formalities otherwise required of the Town by law pertaining to:

(A) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

(B) Entering into contracts;

(C) Incurring obligations;

(D) Employment of permanent and temporary workers;

(E) Utilization of volunteer workers;

(F) Rental of equipment;

(G) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and

(H) Appropriation and expenditure of public funds; and

WHEREAS, pursuant to Chapter 252 of the Florida Statutes, political subdivisions of the State of Florida such as the Town of Dundee, Florida, have the power to declare a local state of emergency regarding inclement weather events and extend the same, as necessary, in 7- day increments, among other powers; and

WHEREAS, on October 9 and October 10, 2024, Hurricane Milton brought heavy rainfall, flash flooding, strong winds, and tornadic activity to the Greater Town of Dundee area, such that the Town Commission finds that conditions warranting emergency action under the State Emergency Management Act and the Town's Charter and Code of Ordinances continue to be present as the Town recovers from severe weather-related and hurricane-related conditions; and

WHEREAS, the Town Commission finds that conditions warranting emergency action under the *State Emergency Management Act* and the Town's *Code of Ordinances* are present.

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 passage 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 passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. State of Emergency Declared; Acts of Officers Ratified.

Hurricane Milton and its aftermath continues to constitutes a serious threat to the lives and property of residents of Dundee. The State of Local Emergency is declared by Resolution No. 24-31 is ratified, renewed, and hereby extended by a period of seven (7) days to expire on **Tuesday, October 29, 2024 at 6:30 PM** unless further extended, as necessary, in seven (7) day increments. The State of Local Emergency shall continue to be effective for all territory within the legal boundaries of the Town of Dundee. All powers afforded to the Town by every relevant local, state and federal law and act, including but not limited to those emergency powers identified in Resolution No. 24-31 and the use of all available resources of the Town as reasonably necessary, continue to be authorized to be executed by appropriate Town officials in order to respond to emergency conditions and to cope with the aftermath and effects of the Hurricane. All acts of municipal officers taken in response to the emergency conditions presented by Hurricane Milton, if any, between the date of entry of *Executive Order 24-214* by the Florida Governor, and the date of this Resolution are ratified, confirmed, and considered to be authorized pursuant to the Town's emergency powers, the declaration of a State of Emergency by the Florida Governor, and the declaration of a State of Local Emergency by the Town Commission.

Section 3. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. 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. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Town of Dundee, Florida, by and through its Town Commission, 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 unconstitutional.

Section 5. Administrative Correction of Scrivener’s Errors.

It is the intention of the Town Commission that sections of this Resolution may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the Town of Dundee is accomplished, sections of this Resolution 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. Effective Date.

This Resolution shall become effective immediately upon its passage and adoption

PASSED and DULY ADOPTED with a quorum present in voting by the Town Commission of the Town of Dundee, Florida, this 22nd day of October, 2024.

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Lita O’Neill, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr. Town Attorney



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, RESOLUTION 24-25, SEASONS AT BELLA VISTA FINAL PLAT

SUBJECT: The Town Commission will hear Resolution 24-25 for Seasons at Bella Vista Final Plat

STAFF ANALYSIS: Poulos & Bennett, LLC (the “Owner” and/or “Applicant”) requests approval of Final Plat for the Seasons at Bella Vista Subdivision for approximately 28.15 +/- acres of land located on the north of Lincoln Ave., south of Florida Ave., east of Pine St., and west of Lake Ada Blvd. in the Town of Dundee, further described as parcels 272828-847000-000300 and 272828-847000-000320. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning Moderate Density Single-Family Residential (RSF-2).

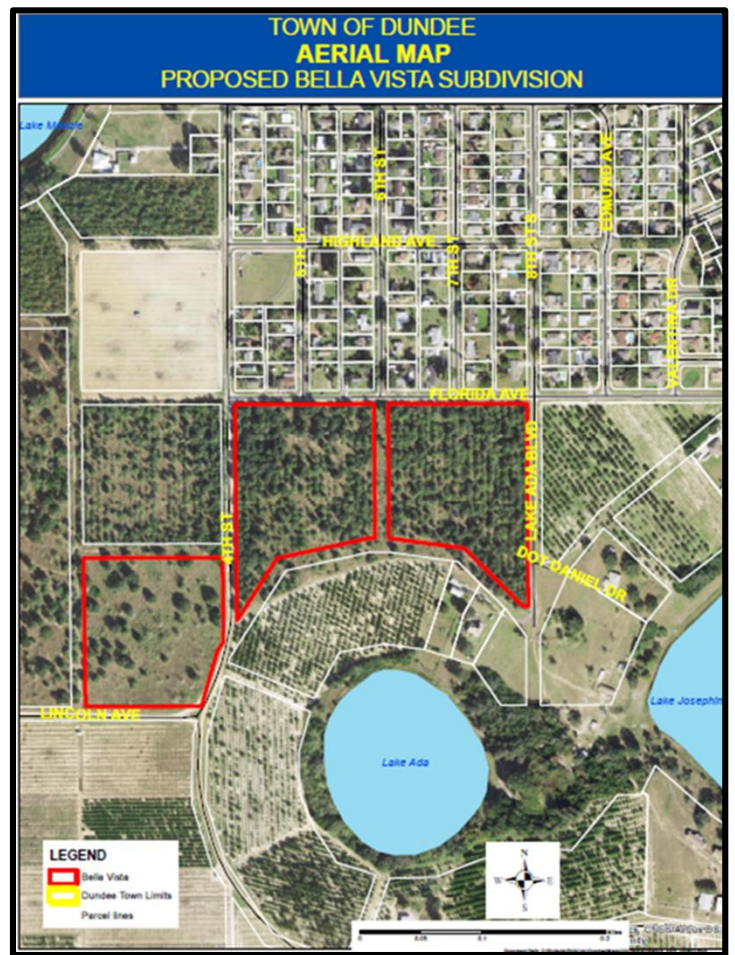
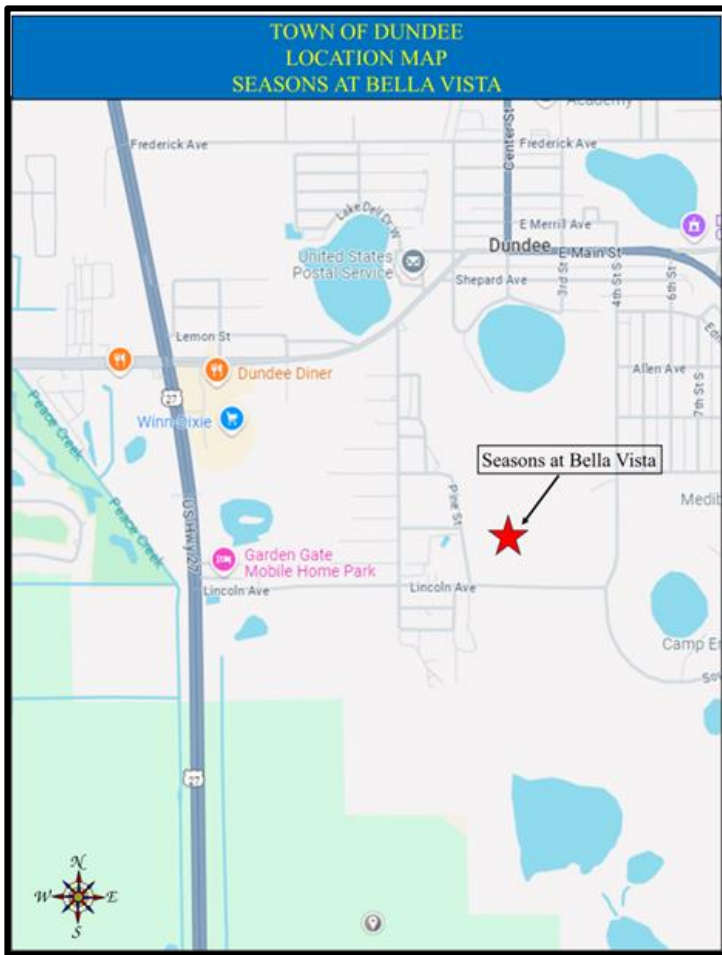
FISCAL IMPACT: No Fiscal Impact

STAFF RECOMMENDATION: Staff recommends approval of Resolution 24-25

ATTACHMENTS: Staff Report
Resolution 24-25

Town of Dundee Town Commission Staff Report Seasons at Bella Vista Final Plat

To:	Town of Dundee Town Commission
Agenda Date:	October 8, 2024
Department:	Planning and Zoning
Request:	Consider Final Plat for Seasons at Bella Vista Subdivision
Applicant:	Poulos & Bennett, LLC C/O Genevieve La Buda
Property Owner:	Richmond American Homes of Florida, LP
Location:	Located north of Lincoln Ave., south of Florida Ave., east of Pine St., and west of Lake Ada Blvd., in the Town of Dundee
Area Size & Parcel Number(s)	28.15+/- acres, 272828-847000-000300, 272828-847000-000490, & 272828-847000-000320
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Director



Town of Dundee
Town Commission Staff Report
Seasons at Bella Vista
Final Plat

BACKGROUND

The Applicant, Poulos & Bennett, LLC is requesting approval of the Final Plat for Seasons at Bella Vista Subdivision a 28.23 +/- acres of land located north of Lincoln Ave., south of Florida Ave., east of Pine St., and west of Lake Ada Blvd., in the Town of Dundee, further described as parcels 272828-847000-000300, 272828-847000-000320, & 272828-847000-000490. The parcels have Future Land Use of Low Density Residential and Zoning of RSF-2- Moderate Density Single Family Residential and consist of 109 Single Family dwelling units.

FINAL PLAT

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Town of Dundee
Town Commission Staff Report
Seasons at Bella Vista
Final Plat

FINAL PLAT COMMENTS

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by Town staff. The applicant is requesting to bond the outstanding site development improvements.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission's approval of the Final Plat for the Seasons at Bella Vista Subdivision with the conditions as outlined in Resolution 24-25.

CONCURRENCY

Potable water-39,240gpd

Sewer-29,430gpd

Solid Waste- Polk County 65yrs. available

Polk County Schools:

Elementary-23 seats

Middle-10 seat

High School-16 seats

STREET NAMES

According to section 7.01.07 11 (A) (2) C of the Land Development Code

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Final Plat for Seasons at Bella Vista submitted by Poulos & Bennett, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

Town of Dundee
Town Commission Staff Report
Seasons at Bella Vista
Final Plat

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 24-25**, a resolution for the Final Plat of Seasons at Bella Vista Subdivision, a request by the applicant Poulos & Bennett, LLC.
2. I move the Town Commission **approve with conditions Resolution 24-25**, a resolution for the Final Plat of Seasons at Bella Vista Subdivision, a request by the applicant Poulos & Bennett, LLC.
3. I move the Town Commission **deny Resolution 24-25**, a resolution for the Final Plat of Seasons at Bella Vista Subdivision, a request by the applicant Poulos & Bennett, LLC.

Attachments:

Seasons at Bella Vista Plat

Developers Agreement

Water Allocation Agreement

Resolution 24-25

Town of Dundee Town Commission Staff Report Seasons at Bella Vista Final Plat

SEASONS AT BELLA VISTA

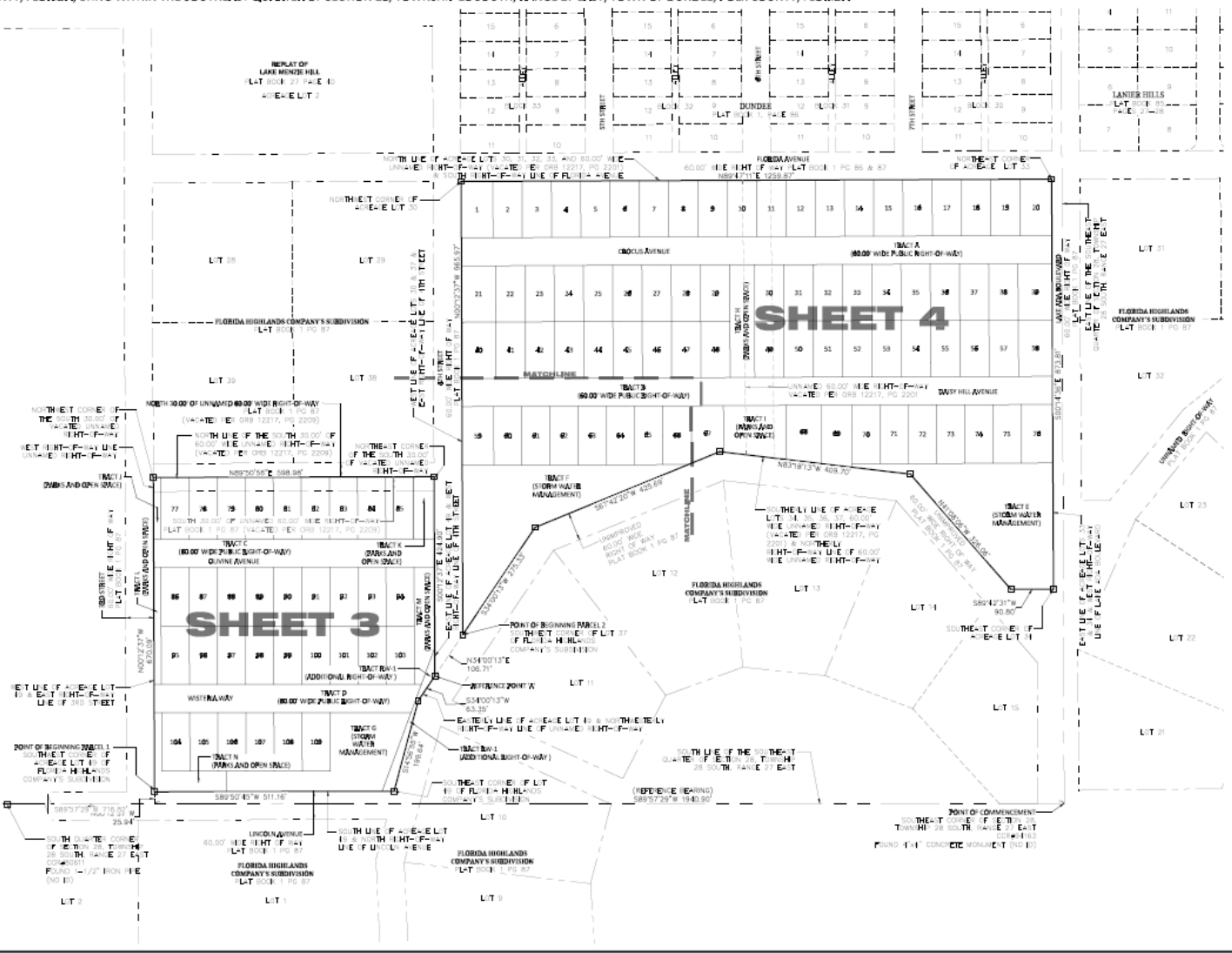
SHEET 2 OF 4

PLAT BOOK PAGE

A REPLAT OF LOTS 30 THROUGH 37, 49, AND PORTIONS OF UN-NAMED RIGHTS-OF-WAY (VACATED PER OFFICIAL RECORDS BOOK 12217, PAGE 2201 & OFFICIAL RECORDS BOOK 12217, PAGE 2209 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) OF THE PLAT OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA



RE-PLAT OF PROPERTY OF PHILIP P. SARAH GOLDFARB
LIT 8008 1 PG 87




ASAM
AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
221 Circle Drive, Maitland, FL 32751 Phone: 407-428-7978
LR86393 nationalduediligenceservices.com



RESOLUTION NO. 24-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SEASONS AT BELLA VISTA" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE GENERAL PUBLIC AND TOWN OF DUNDEE, FLORIDA, AS NOTATED ON THAT CERTAIN PLAT ENTITLED "SEASONS AT BELLA VISTA" AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SEASONS AT BELLA VISTA SUBDIVISION; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: East and West of 4th Street, North of Lincoln Avenue and South of Florida Avenue, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272828-847000-000300, 272828-847000-000320, and 272828-847000-000490).

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 August 23, 2022, at a duly noticed public meeting, the Town Commission of the Town of Dundee, Florida (the "Town Commission"), adopted *Town of Dundee Resolution No. 22-29* (the "Resolution") conditionally approving the Certified Subdivision Plan ("CSP") for the *Bella Vista Subdivision*; and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, pursuant to the Resolution (see **Exhibit "A"**), the Town Commission conditionally approved the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code (the "LDC") and the conditions set forth in the Resolution which included, but was not limited to, the condition that, prior to the issuance of a building permit for *any* structure located on or within the Subdivision, all required infrastructure systems and improvements required by the LDC, the Town of Dundee Code of Ordinances, the Resolution (see **Exhibit "A"**), and applicable Florida law are fully operational and accepted by the Town and/or entity with jurisdiction; and

WHEREAS, on September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-10* (the "Moratorium") establishing a moratorium on and/or for the acceptance and processing of applications for annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permit(s); and

WHEREAS, pursuant to the terms and conditions of *Town of Dundee Ordinance No. 24-10*, pending a satisfactory concurrency evaluation, the *Seasons at Bella Vista Subdivision* (the "Subdivision") was specifically and conditionally exempt from the Moratorium; and

WHEREAS, the Subdivision is to occur on approximately 28.1 +/- acres which are located East and West of 4th Street, North of Lincoln Avenue and South of Florida Avenue in the Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272828-847000-000300, 272828-847000-000320, and 272828-847000-000490; and

WHEREAS, the applicant, **Richmond American Homes of Florida, LP** (the "Owner" and/or "Applicant"), an active Foreign Limited Partnership, is the owner of the of the below-described lands, which is the subject of the Subdivision, and submitted that certain plat entitled *Seasons at Bella Vista* (the "Plat") for approval for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**) and

WHEREAS, a copy of the Plat is attached hereto as **Composite Exhibit "B"** and

made a part hereof by reference; and

WHEREAS, the Plat (see **Composite Exhibit “B”**) includes certain improvements and dedications in favor of the general public and City of Lake Alfred, Florida; and

WHEREAS, all required conditions and/or performance items set forth by the Resolution (see **Exhibit “A”**) for the Subdivision which included, but were not limited to, road rights-of-way, utility system(s), stormwater management infrastructure and improvements, and wetland mitigation, if any, have been satisfactorily performed and/or completed in accordance with applicable Town requirements and/or standards; and

WHEREAS, Town staff and Town Consultants have confirmed that, pursuant to the Resolution (see **Exhibit “A”**) and all approved construction plans and/or applicable plans for the Subdivision, all improvements have been completed in accordance with applicable Town standards, passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town requirements and/or standards; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit “A”**), upon acceptance by the Town Engineer of all subdivision improvements, or the Town’s acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, pursuant to the Resolution (see **Exhibit “A”**) and applicable law, a Maintenance Warranty Bond/Adequate Defect Security (the “Maintenance Bond”) is required in in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, copies of the Maintenance Bond and Engineer’s Certification of Costs for Total Construction are attached hereto as **Composite Exhibit “C”** and made a part hereof by reference; and

WHEREAS, on August 19, 2024, the Certificate of Completion (the “Certificate”) was issued by Town staff and/or Town Consultants for all improvements required by the approved construction plans and/or applicable plans for the Subdivision; and

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

WHEREAS, the Maintenance Bond (see **Composite Exhibit “C”**) ensures the completion of the dedications, improvements, and required infrastructure for the Subdivision as shown on the Plat (see **Composite Exhibit “B”**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town

of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, the Plat (see **Composite Exhibit “B”**) was reviewed by Town staff and Town Consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes, the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, on October 22, 2024, at a duly noticed public meeting, the Town Commission considered the applicant-initiated request for approval of the Plat (see **Composite Exhibit “B”**) for filing and Town acceptance of the dedications notated thereon; and

WHEREAS, on October 22, 2024, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit “B”**) for approval and recording; and

WHEREAS, on October 22, 2024, the Town Commission found that approval of the Plat (see **Composite Exhibit “B”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit “A”**), and the Town of Dundee Land Development Code; and

WHEREAS, on October 22, 2024, the Town Commission held a duly noticed public hearing in order to approve the Plat (see **Composite Exhibit “B”**) and accept the Maintenance Bond (see **Composite Exhibit “C”**), confirm and ratify the Town’s affirmative acceptance of the improvements and dedications in favor of the general public and Town of Dundee, Florida, as notated on the plat entitled *Seasons at Bella Vista* and found that the approval of this **Resolution No. 24-25** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 24-25** 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 No. 24-25** 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. Plat Acceptance.

The applicant, **Richmond American Homes of Florida, LP** (the "Owner" and/or "Applicant"), an active Foreign Limited Partnership authorized to transact business in the State of Florida, is the owner of the real property, which is the subject of that certain plat entitled *Seasons at Bella Vista* (the "Plat") and described in **Composite Exhibit "B"** which is attached hereto and incorporated herein by reference.

The Town Commission of the Town of Dundee (the "Town Commission") having been otherwise fully advised in the premises hereby approves the Plat (see **Composite Exhibit "B"**) for filing by the Town Commission in accordance Chapter 177 of the Florida Statutes, Section 7.01.00 of the LDC, and the Resolution (see **Exhibit "A"**); and the Town Commission hereby confirms and ratifies the Town's acceptance of the dedications to the general public and Town of Dundee, Florida, as notated on the Plat (see **Composite Exhibit "B"**) which includes, but not limited to, the rights-of-way, utility easements, and infrastructure in accordance with Chapter 177, Florida Statutes.

On October 22, 2024, at a duly noticed public meeting, the Plat (see **Composite Exhibit "B"**) was presented to and reviewed by the Town Commission; and, on October 22, 2024, the Town Commission having been otherwise fully advised in the premises approves the Plat for filing and authorizes the Mayor and Town Clerk to sign the copy of the Plat to be recorded.

Section 3. Maintenance Bond.

Pursuant to the Resolution (see **Exhibit "A"**) and applicable law, the Applicant has provided a Maintenance Warranty Bond/Adequate Defect Security (the "Maintenance Bond"), which is attached hereto as **Composite Exhibit "C"** and made a part hereof, issued by Sirius Point America Insurance Company in the amount of **\$331,678.30**, or 10% of the cost of all dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, for the *Seasons at Bella Vista Subdivision* (the "Subdivision") and shown on the Plat (see **Exhibit "A"**) which shall warrant and indemnify the Town of Dundee, Florida, against all losses sustained resulting from defects in construction, design, or materials for a period of one (1) year and thirty (30) days from the effective date of this **Resolution No. 24-25** accepting the improvements.

Section 4. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all

necessary further action(s) to effectuate the intent of this **Resolution No. 24-25** which includes, but shall not be limited to, negotiating and executing any documentation and/or instrument necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements more specifically identified by the Plat (see **Composite Exhibit "B"**).

Section 5. Conflicts.

All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 24-25** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 24-25**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 24-25**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 24-25** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 24-25** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-25** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 24-25**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 24-25**, 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 7. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 24-25** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 24-25** 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 8. Effective Date.

This **Resolution No. 24-25** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 22nd day of October 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Lita O'Neill, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

**Resolution No. 24-25
Exhibit "A"**

**Resolution No. 24-25
Composite Exhibit "B"**

**Resolution No. 24-25
Composite Exhibit "C"**

Composite Exhibit “D”

RESOLUTION NO. 22-29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) FOR THE BELLA VISTA SUBDIVISION WITH CERTAIN CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the proposed Bella Vista Subdivision (the "Subdivision") is to occur on approximately 28.1 acres which are located east and west of 4th Street, north of Lincoln Avenue and south of Florida Avenue, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272828-847000-000300, 272828-847000-000320, and 272828-847000-000490; and

WHEREAS, the location map for the Subdivision is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code, LSREM, LLC., submitted a Certified Subdivision Plan (the "CSP") the Subdivision for approval by the Town Commission of the Town of Dundee, Florida; and

WHEREAS, the CSP is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the CSP includes 110 single-family lots and 1.145 acres of recreational land to be owned and maintained by a Home Owner's Association; and

WHEREAS, on February 8, 2022, the Town Commission approved a credit for 1.145 acres of privately owned recreation space and a \$3,275 fee in lieu of land dedication; and

WHEREAS, LSREM LLC, complied with the requirements set forth in Section 7.01.07 of the Town of Dundee Land Development Code regarding the preparation of the CSP for the development of the infrastructure required to be installed the Subdivision; and

WHEREAS, LSREM, LLC., requests the Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to actual final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Certified Subdivision Plan (the "CSP") for the Bella Vista Subdivision (the "Subdivision") is attached hereto as Exhibit B and incorporated herein by reference. The Subdivision is located east and west of 4th Street, north of Lincoln Avenue and south of Florida Avenue, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272828-847000-000300, 272828-847000-000320, and 272828-847000-000490 and is depicted by the location map which is attached hereto as Exhibit "A" and incorporated herein by reference. The CSP was presented to the Town Commission for approval on the 23rd day of August 2022.

The Town Commission having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution.

3. The approval of this Resolution is conditioned upon the completion and/or resolution of the comments set forth by the Transportation Review Comments dated August 17, 2022 (the "Transportation Comments"). The Town Manager and Town Consulting Engineer(s) shall determine, in the sole and absolute discretion of the Town Manager, whether the Transportation Comments have been completed and/or resolved. No improvements shall be constructed for the Subdivision (see Exhibit "A") unless and until the Town Manager provides written confirmation to the applicant that the Transportation Comments are complete and/or resolved. The Transportation Comments are attached hereto as Exhibit "C" and made a part hereto by reference.
4. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
5. In the event the construction of the required infrastructure systems and improvements are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with adequate performance security and

adequate defect security pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "adequate performance security" and "adequate defect security" shall mean, at a minimum, as follows:

- (a) Adequate performance security shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) Adequate defect security shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

6. This Resolution shall take effect immediately upon passage.

Resolution 22-29
Page 4

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 23rd day of August, 2022.

TOWN OF DUNDEE



Mayor – Sam Pennant

ATTEST:


Town Clerk – Jenn Garcia

Approved as to form:

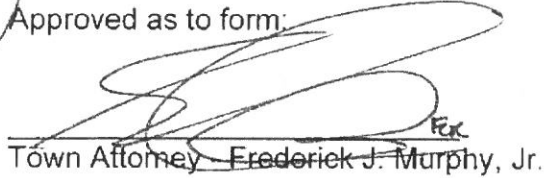

Town Attorney – Frederick J. Murphy, Jr.

EXHIBIT "A"
RESOLUTION 22-29
LOCATION MAP

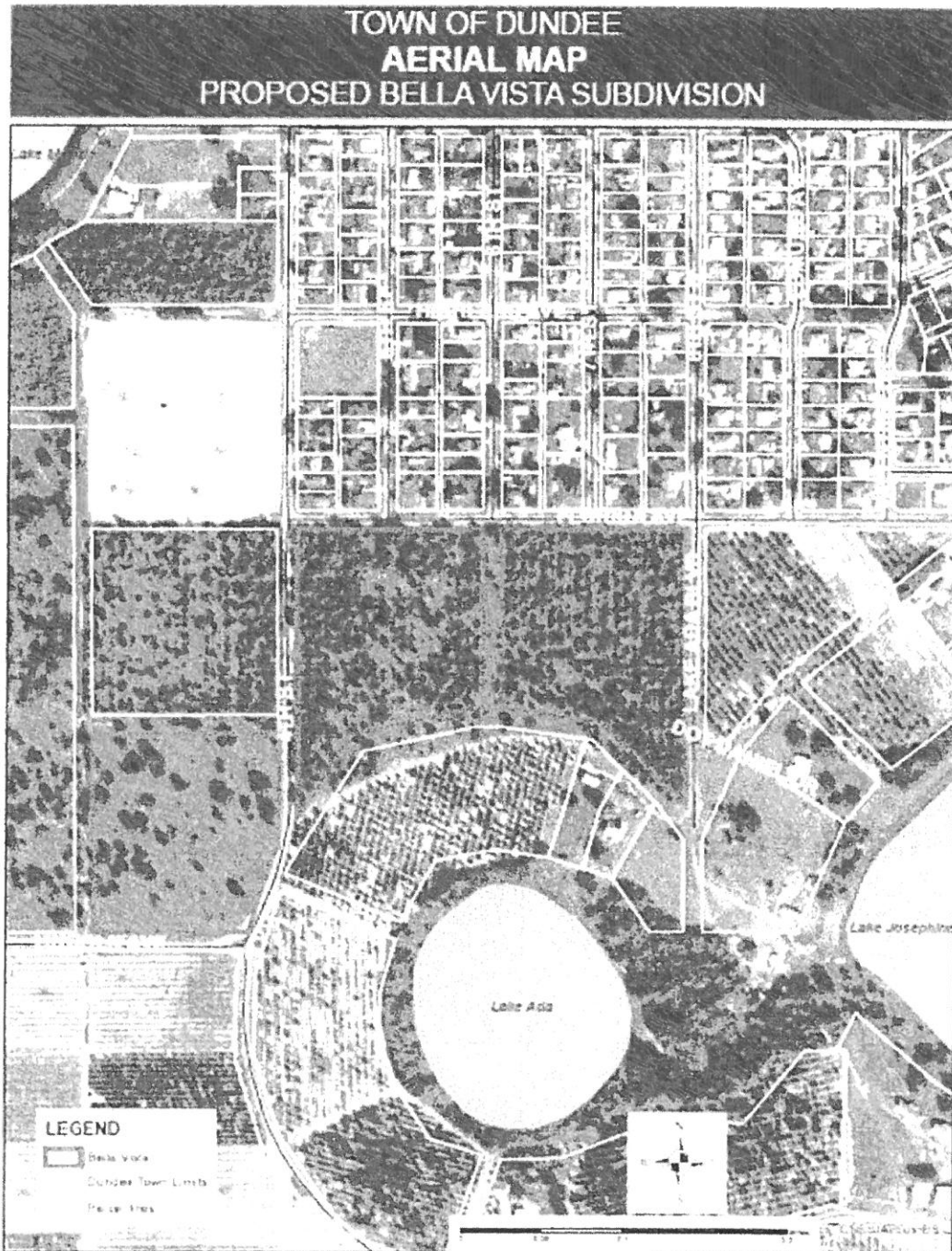


EXHIBIT "B" RESOLUTION 22-29 CERTIFIED SUBDIVISION PLAN

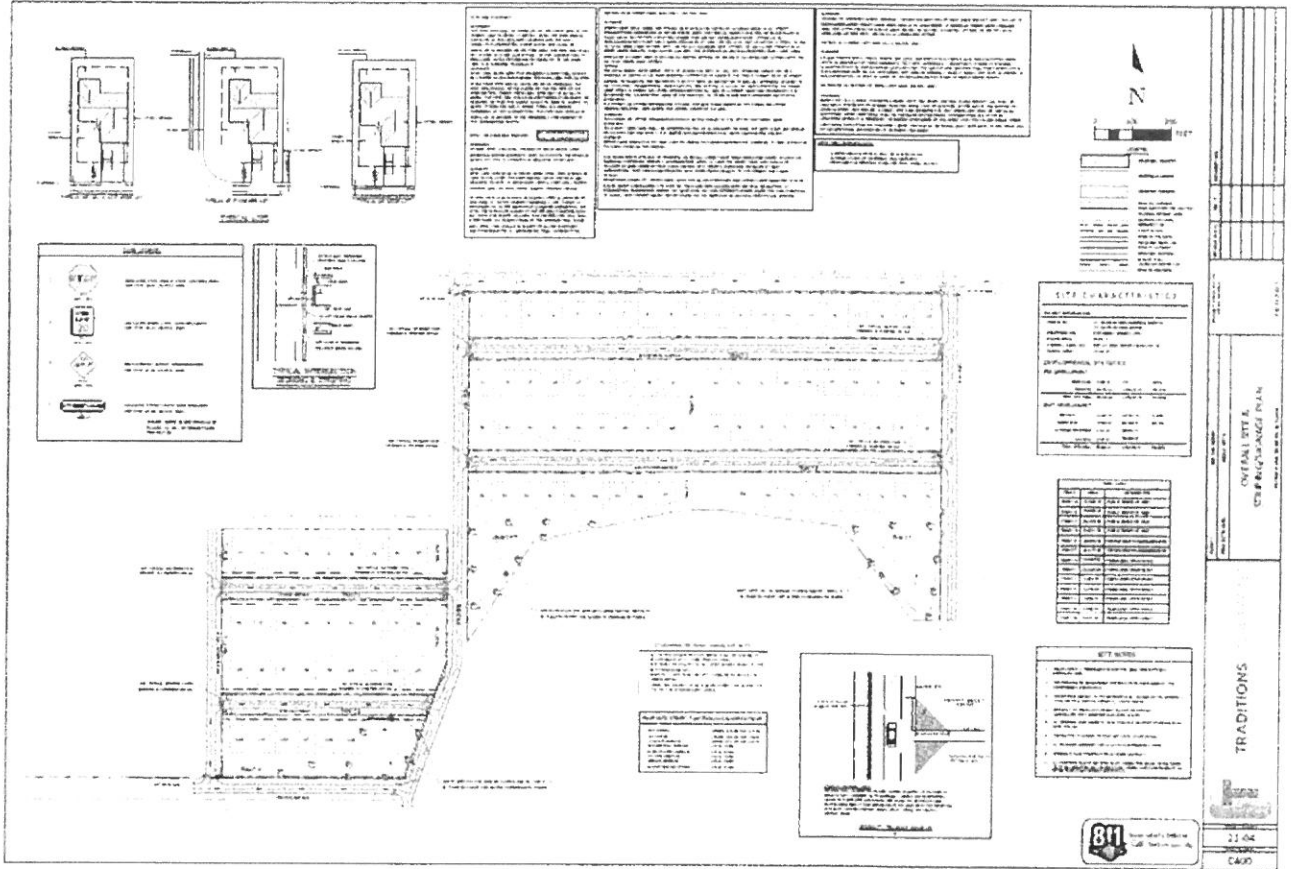


EXHIBIT "C"
RESOLUTION 22-29
TRANSPORTATION REVIEW COMMENTS



2905 Bayshore Boulevard
Suite 200
Tampa, FL 33629
(O) 813-839-2811
(F) 813-839-1481

August 17, 2022

Ms. Brenda Carter (via email)
Town of Dundee
202 East Main Street
Dundee Florida, 33838

RE: Bella Vista Subdivision
Transportation Review Comments on the "Updated Methodology" dated August 2022. (received via email August 16, 2022)

Dear Ms. Carter,

As requested, per transportation review subconsultant contract with Rayl Engineering and Surveying, LLC, below are my transportation review comments on the Bella Vista Subdivision "Updated Methodology" dated August 2022.

Comments:

A. General Comments (to be used in future projects by the Applicant)

1. The Town of Dundee assess traffic impact based on the procedures noted in the Polk County Land Development Code, Appendix C: Polk County Traffic Impact Study, Methodologies and Procedures (revised 1/7/2020).
2. When documenting project trip generation, please provide the actual calculations. Additionally, when using the ITE Trip Generation Manual, 11th Edition, per ITE procedures, please use the "Fitted Curve" volumes when the "R²" is greater than 0.75, and there are more than 20 data points.
3. Please use the latest SYNCHRO model, currently Version 11.
4. The Applicant's traffic engineer needs to contact me to discuss the traffic impact study specific requirements.
4. The Applicant's traffic engineer will be required to prepare a Traffic Analysis Impact Statement that notes the methodologies, procedures, documentation, and analyses to be used in the Applicant's Traffic Analysis Impact Study.
5. After the Traffic Analysis Impact Statement is reviewed and requested changes made, then the Applicant's traffic engineer conducts the Traffic Analysis Impact Study and submits it for review and comment.

B. Specific Comments Related to the Bella Vista Subdivision "Updated Methodology" dated August 2022 (see attached Figures A and B)

1. In the Applicant's Updated Methodology" dated August 2022. (see Figure B) approximately 46% of the project trips are assigned to Southern Road. Based on



Google Streetview, it appears that a significant portion of eastern segment of Southern Road is a two lane dirt road. If it is a dirt road, then the Applicant's roadway capacity should be updated to reflect the reduced capacity of a dirt road. Additionally, the Applicant should verify with the Town of Dundee (if Southern Road is a dirt road), that a dirt road is acceptable in the Traffic Impact Analysis.

If the applicant assumes that Southern Road will become a paved road, please provide the documentation for the paving of Southern Road. The documentation may be a copy of a Developer's Agreement, or an entry in the Town's Transportation Improvement Program.

2. Figure A shows the original Bella Vista Subdivision trip distribution plot from the Polk County Regional Model. The distributions from the Bella Vista Subdivision are:
 - 49.9% to/from the west via Lincoln Avenue
 - 27.4% to/from the north via 4th Street
 - 22.6 to/from the east via Florida Avenue and Southern Road
3. Figure B is the Applicant's August 2022 Updated Trip Distribution (eliminated any trip distribution on Lincoln Avenue). The distributions from the Bella Vista Subdivision are:
 - 0% to/from the west via Lincoln
 - 28% to/from the north via 4th Street
 - 26% to/from the east via Florida Avenue
 - 46% to/from the east via Southern Road
4. There are significant differences between the two distribution figures in reference to the distribution of trips to the north, west, east and south. Some of the significant differences are:
 - Distribution to the west:
 - Figure A = 49.9%
 - Figure B = Unknown (perhaps part of 28% on 4th Street)
 - Distribution to the north via 4th Street
 - Figure A = 27.4%
 - Figure B = 28%
 - Distribution to the east via Florida Avenue and Southern Road
 - Figure A = 22.26%
 - Figure B = 26% (Florida Avenue)
+46% (Southern Road) = 72%

It appears that the Applicant's Updated Trip Distribution should be revised because there are too few trips going to/from the west, and too many trips going to/from the east.

It is suggested that to more closely match the Figure A, that the Applicant's Updated Trip Distribution be revised as noted below:



DEAKIN
PROPERTY SERVICES

Ms. Carter, August 17, 2022, Page 3

- o Distribution to the west: The only indirect route to the west (excluding Lincoln Avenue) is via 4th Street. Therefore, assign the (Figure A) 49.9% trips to/from the west to 4th Street. The new 4th Street trip distribution percent = 27.4% (Figure A) plus 49.9% (Figure A) = 77.3%.
- o The remaining percentage of total trips = 100% - 77.3% = 22.7% should be assigned to/from the east via a combination of 4th Street and Southern Road.

One of the results of my suggested revisions is that 4th Street project volumes will exceed the 5% threshold denoting significant impacted roadway segments, and additional transportation analysis will be needed.

If the applicant would like to obtain another opinion on the Bella Vista Subdivision Updated trip distribution, it is suggested that the Applicant contact Ryan Kordek, Polk County, Transportation Planning Organization, Administrator.

Sincerely,

Deakin Property Services, Inc.

George Deakin, P.E.
Vice President
Office: 813-839-2811
Mobile: 813-765-9796
E-Mail: George@DeakinProperties.com

Attachments: Figure A, Figure B

CC: Seth Claytor <seth@bosdun.com>; Marisa Barnby <mbarnby@efrpe.org>; Glenn Clover <glenn@raylengineering.com>; Chad Brooker <cbrooker@traditions-eng.com>; Lee Saunders <lee@landsearchfl.com>; Johnathon Vice <jvice@townofdundee.com>; Raymond Morales <rmorales@townofdundee.com>; Alan Rayl <alan@raylengineering.com>; Tandra Davis <tdavis@townofdundee.com>; Jennifer Codo-Salisbury <jcodosalisbury@efrpe.org>; Jeff Schmucker <jschmucker@efrpe.org>; John Murphy <jjm@bosdun.com>; Teri Warren <Teri@bosdun.com>; Beth Hunt <beth@bosdun.com>; Elizabeth Rodriguez <libbytraffic@yahoo.com>; Dan Lewis <dan@rpm-ls.com>

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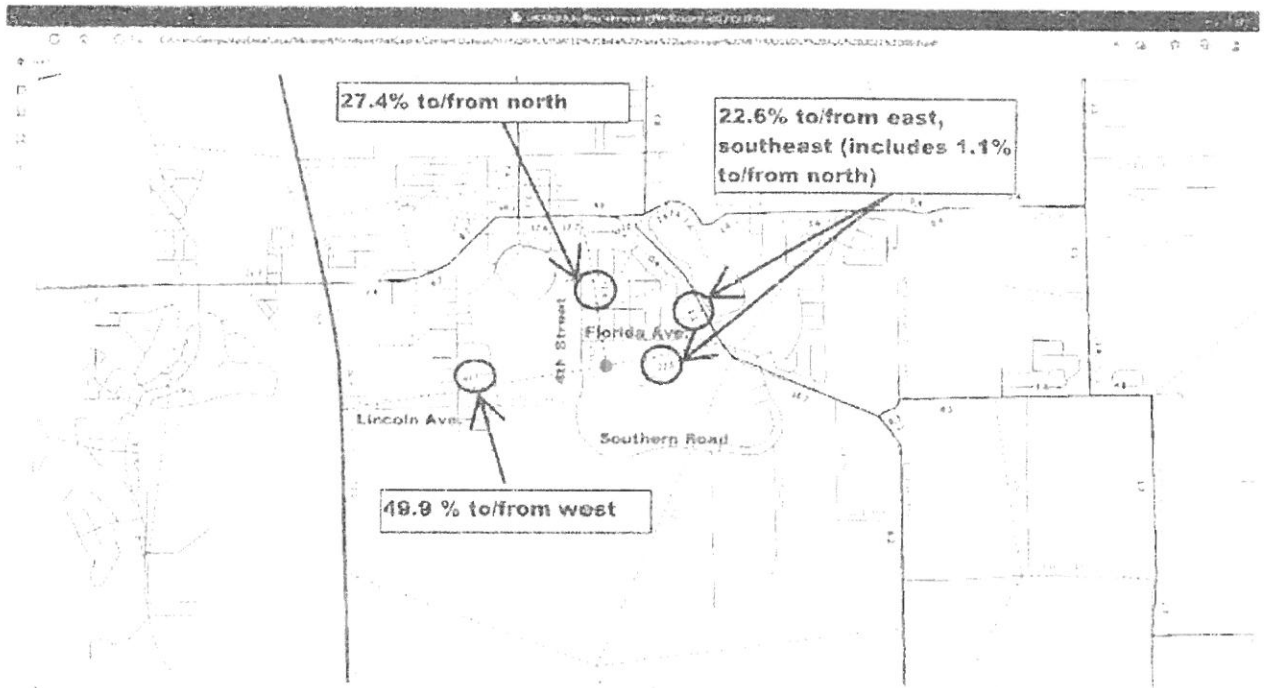


Figure A
Original Distribution Plot
from Polk County Regional Model



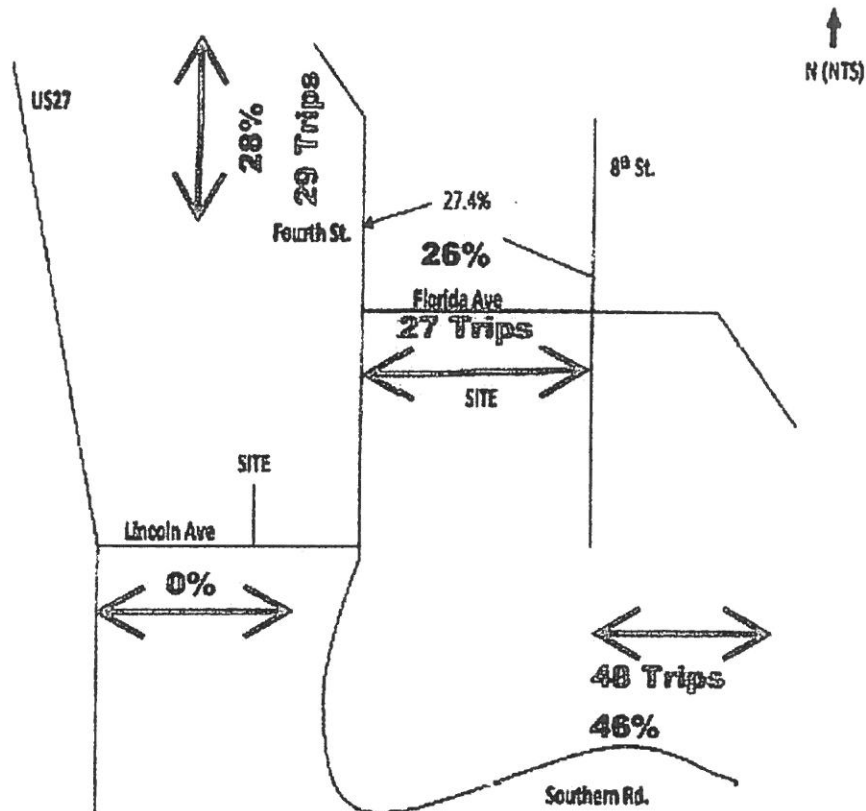
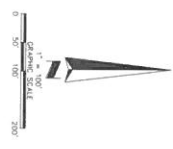


Figure B
Updated Trip Distribution By Applicant, August 16, 2022

SEASONS AT BELLA VISTA

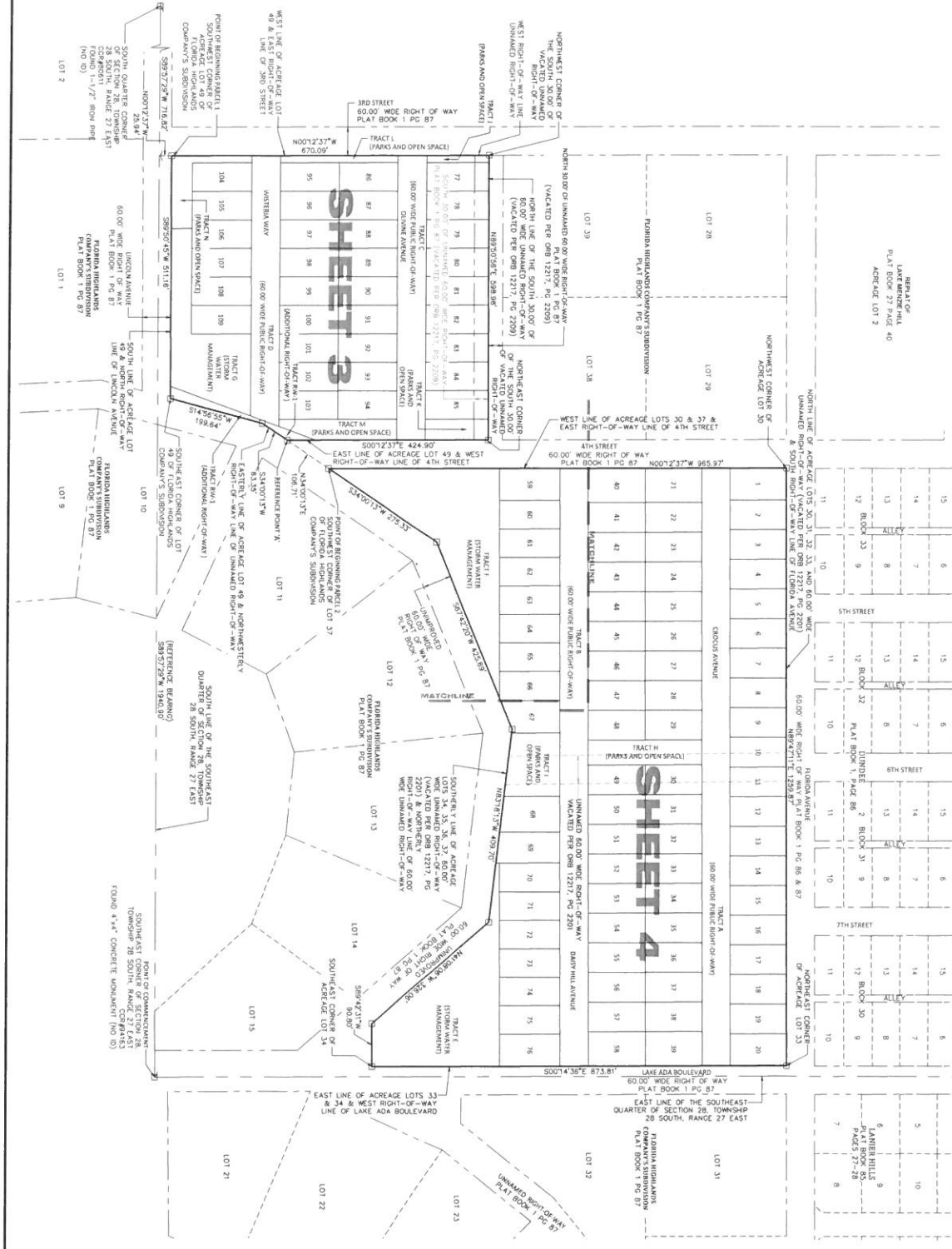
SHEET 2 OF 4
PLAT BOOK PAGE

A REPLAT OF LOTS 30 THROUGH 37, 49, AND PORTIONS OF UN-NAMED RIGHTS-OF-WAY (VACATED PER OFFICIAL RECORDS BOOK 12217, PAGE 2201 & OFFICIAL RECORDS BOOK 12217, PAGE 2209 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) OF THE PLAT OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA



REPLAT OF PROPERTY OF PHILIP P. SALAM OCEANVIEW PLAT BOOK 31 PAGE 3 LOT 1 A

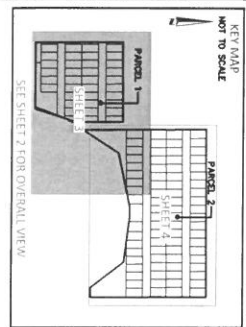
AMERICAN SURVEYING & MAPPING, INC.
NDSS NATIONAL DUE
 A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
 221 Circle Drive, Maitland, FL 32751 Phone: 407-426-7979
 1846393 nationaldualengineering.com



A REPORT OF LOTS 30 THROUGH 37, 49, AND PORTIONS OF UN-NAMED RIGHTS-OF-WAY (VACATED PER OFFICIAL RECORDS BOOK 12217, PAGE 2201 & OFFICIAL RECORDS BOOK 12217, PAGE 2209 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) OF THE PLAT OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.

SEASONS AT BELLA VISTA

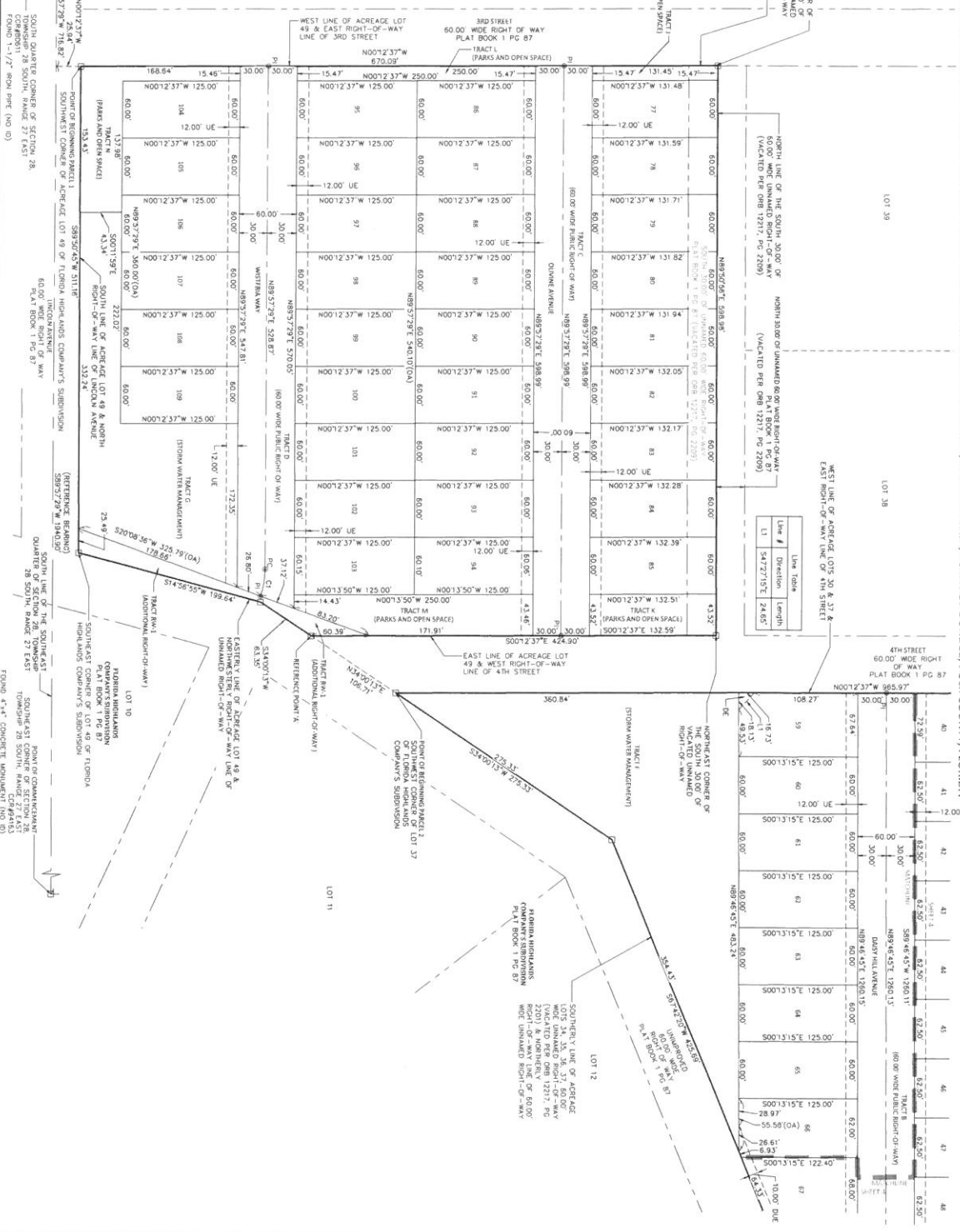
SHEET 3 OF 4
PLAT BOOK PAGE



Curve #	Radius	Delta	Chord	Chord Bearing	Length
C1	65.00'	179°21'12"	128.20'	N00°12'37" W	28.84'

271 Circle Drive, Maitland, FL 32751 Phone: 407-426-7879

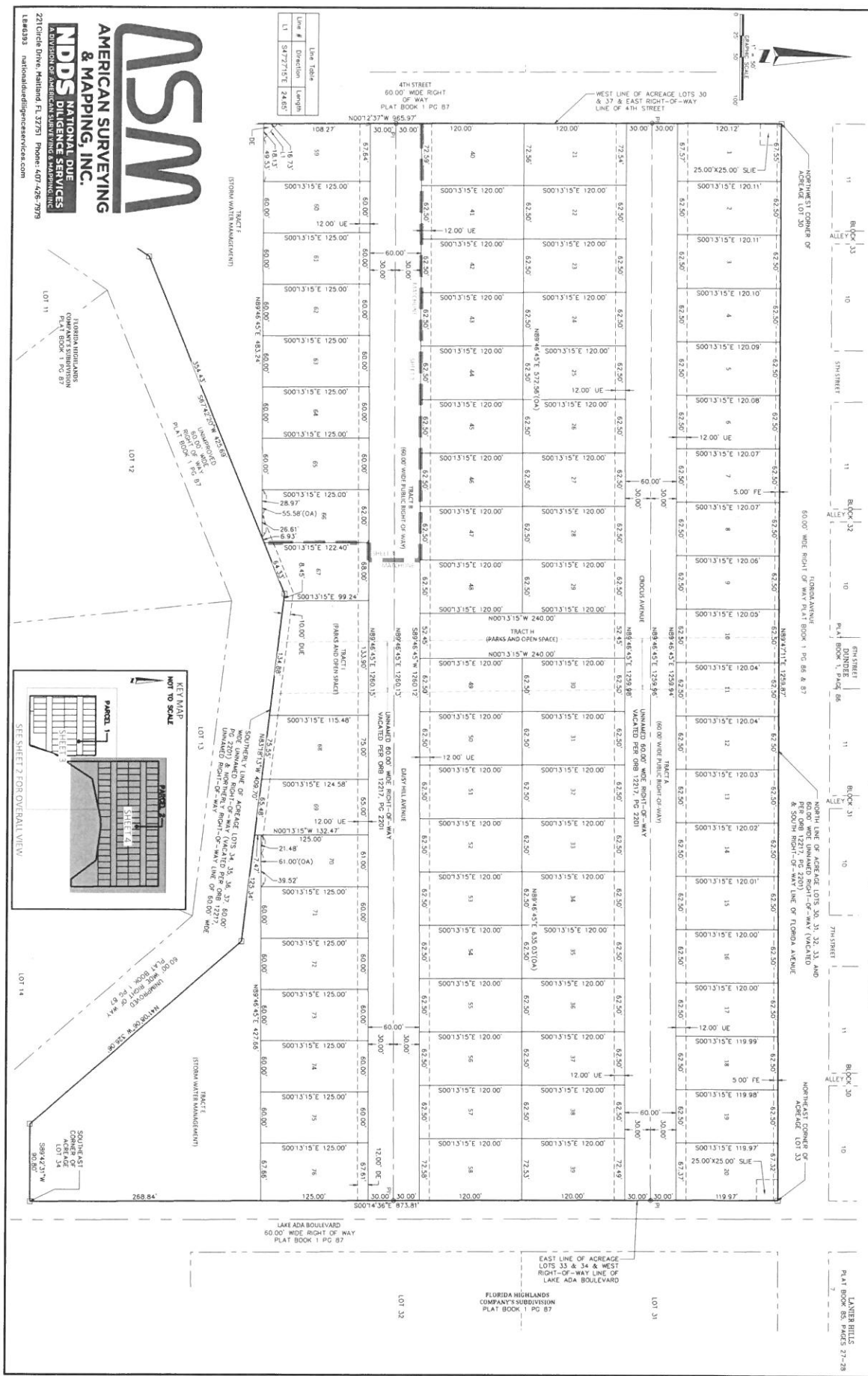
LB46393 nationalduediligenceservices.com



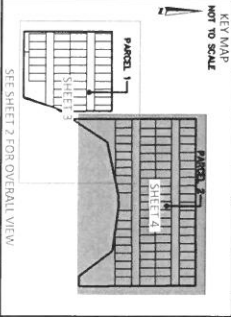
A REPEAT OF LOTS 30 THROUGH 37, 49, AND PORTIONS OF UN-NAMED RIGHTS-OF-WAY (VACATED PER OFFICIAL RECORDS BOOK 12217, PAGE 2201 & OFFICIAL RECORDS BOOK 12217, PAGE 2209 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA) OF THE PLAT OF FLORIDA HIGHLANDS COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 87 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA

SEASONS AT BELLA VISTA

SHEET 4 OF 4
PLAT BOOK PAGE



ASSM
AMERICAN SURVEYING & MAPPING, INC.
NDDS NATIONAL DIGITAL DATA SERVICES
 A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
 271 Orca Drive, Maitland, FL 32751 Phone: 407-426-7878
 1846933 nationaldigitaldata.com



TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND

Bond No. SPA 150731_001

KNOWN ALL MEN BY THESE PRESENTS, that we, Richmond American Homes of Florida, LP as **Principal**, and SiriusPoint America Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of New York and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The **Town of Dundee, Florida**, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of Three Hundred Thirty One Thousand Six Hundred Seventy Eight Dollars and 30/100ths (\$331,678.30), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this **Town of Dundee, Florida, Residential Maintenance Bond** (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Seasons at Bella Vista subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, certified subdivision plan, recorded plat for the Subdivision, and other applicable data and information related to the Subdivision (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Seasons at Bella Vista against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

Initials *JA*

- 2. If the Principal shall correct within the above-described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical requirements set forth in the Plans and/or the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

- 3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
- 4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

SiriusPoint America Insurance Company
 1 World Trade Ctr, 285 Fulton St, 47th floor Suite 47J
 New York, NY 10007

The Principal at:

Richmond American Homes of Florida, LP
 2822 Commerce Park Drive, #100
 Orlando, FL 32819

The Obligee at:

Town of Dundee
 202 E. Main Street
 Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of September, 2024.

Erin M. Delany
Witness

Erin M. Delany
Printed Name

Griffin Krutberg
Witness

Griffin Krutberg
Printed Name

Heidi Bockus
Witness

Heidi Bockus
Printed Name

Barbara Norton
Witness

Barbara Norton
Printed Name

PRINCIPAL:

Richmond American Homes of Florida, LP
Name of Corporation

By: [Signature]

Kelli Tolocka
Printed Name

Title:
(SEAL)

SURETY:

SiriusPoint America Insurance Company
Name of Corporation

By: [Signature]

Kathleen K. Freund
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

MARDEN01_0124

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Kathleen K. Freund

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: Melissa J. Ralph
Melissa J. Ralph
Secretary

State of New Jersey)
County of Monmouth) ss.

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposed and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



TNAEJA E LEWIS-SCOTT
Notary Public
My Commission expires
March 31, 2028

State of New Jersey
County of Monmouth

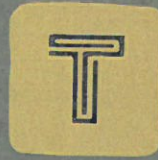
I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 18 day of September, 2024



Melissa J. Ralph
Melissa J. Ralph
Secretary

Traditions Engineering
35 Don Polston Rd, Suite 115,
Eagle Lake, FL 33839
(863) 397 - 1626
cbrooker@traditions-eng.com



TRADITIONS ENGINEERING

Lorraine Peterson
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

August 19th, 2024

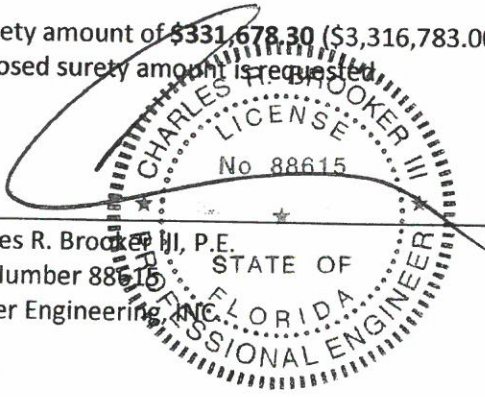
Re: Seasons at Bella Vista
Engineer’s Certification of Cost for Total Construction (Maintenance Bond)

Dear Ms. Peterson:

In my professional opinion, as a registered engineer in the State of Florida, I certify that the following information reflects the total cost of construction. These costs were based on John M. Hall pay application number 23028-03 Rev 2 and Garrison Land Management Inc. bid dated 5/6/2024. The remaining costs are as follows:

I.	Paving On Site	\$ 841,000.50
II.	Sanitary Sewer	\$ 581,962.50
III.	Storm Sewer	\$ 703,915.00
IV.	Water System	\$ 633,455.00
V.	Concrete Work	\$ 556,450.00
	TOTAL	\$ 3,316,783.00

A surety amount of ~~\$331,678.30~~ (\$3,316,783.00 x 10%) is proposed. Your review and approval of the proposed surety amount is requested.




Charles R. Brooker III, P.E.
P.E. Number 88615
Hunter Engineering, Inc.

08/19/2024

Sincerely,

Charles “Chad” Brooker, P.E.
CEO, Traditions Engineering, LLC
Cbrooker@traditions-eng.com
(863) 397-1627



Reviewed without objection
 Rejected
 Resubmit

Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.

Caleb Wingo Aug 22 2024

Name Date

810 East Main Street, Bartow, FL 33830 • 863-537-7901

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Richmond American Homes
2822 Commerce Park Dr Suite 100
Orlando FL 32719

PROJECT: 23028

Bella Vista - Dundee, FL

PO 751156

FROM CONTRACTOR:

Jon M. Hall Company (# 1190134)
1400 Martin Luther King Jr Blvd
Sanford FL 32771
Ph: 407-215-0410

VIA ENGINEER:

Traditions Engineering
6039 Cypress Gardens Blvd, Suite 290
Winter Haven FL 33884
Chad Booker, P.E. 863-397-1626

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

- 1. ORIGINAL CONTRACT SUM **\$ 3,924,154.71**
- 2. Net change by Change Orders **\$ 121,923.05**
- 3. Contract Sum To Date (line 1+2) **\$ 4,046,077.76**
- 4. TOTAL COMPLETED AND STORED TO DATE **\$ 2,087,830.98**
- 5. RETAINAGE:
 - a. 10% of completed work **\$ 208,783.10**
- 6. TOTAL EARNED LESS RETAINAGE **\$ 1,879,047.88**
- 7. LESS PREVIOUS PAYMENTS **\$ 1,323,528.67**
- 8. CURRENT PAYMENT DUE **\$ 555,519.21**
- 9. BALANCE TO FINISH, INCL. RETAINAGE **\$ 2,167,029.88**

CHANGE ORDER SUMMARY		ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		88,854.64	
Total approved this month			
TOTALS		88,854.64	
NET CHANGES by Change Order		\$88,854.64	

APPLICATION NO.: 23028-03 Rev 2
APPLICATION DATE: 04/25/24
PERIOD TO: 04/30/24

Richmond PO #

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Jon M. Hall* Jon M. Hall Company

By: *Noy Rivers* Noy Rivers, President Date: 4/25/2024

State of: Florida
County of: Seminole
Subscribed and sworn to before me this 25 in day of April, 2024.

Notary Public: *Lisa Spalding*
My Commission expires: _____



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: _____ Date: _____
By: _____

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
RICHMOND COST CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	SCHEDULED VALUE (C/E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E/G)	AMOUNT THIS PERIOD (E/H)	COMPLETED AND STORED TO DATE (I+J)	% (K/L)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
01 MOBILIZATION & GENERAL CONDITIONS													
33306	10010	JobSite Facilities	1.00	LS	\$ 15,100.00	0.20	0.40	\$ 3,020.00	\$ 6,040.00	\$ 9,060.00	60%	\$ 6,040.00	\$ 906.00
33306	10020	Supervision	1.00	LS	\$ 59,200.00	0.30	0.30	\$ 17,760.00	\$ 17,760.00	\$ 35,520.00	60%	\$ 23,680.00	\$ 3,552.00
33306	10030	Geotechnical Testing	1.00	LS	\$ 42,700.00	0.20	0.40	\$ 8,540.00	\$ 17,080.00	\$ 25,620.00	60%	\$ 17,080.00	\$ 2,562.00
33306	10040	Survey & As-Builts	1.00	LS	\$ 56,800.00	0.15	0.35	\$ 8,520.00	\$ 19,880.00	\$ 28,400.00	50%	\$ 28,400.00	\$ 2,840.00
33306	10050	Mobilization & Material Offroad	1.00	LS	\$ 61,700.00	0.60	0.40	\$ 37,020.00	\$ 24,680.00	\$ 61,700.00	100%	\$ -	\$ 6,170.00
33306	10060	Construction Entrance	1.00	EA	\$ 13,600.00	0.70	0.30	\$ 9,520.00	\$ 4,080.00	\$ 13,600.00	100%	\$ -	\$ 1,360.00
33306	10070	Silt Fence (Single Row)	6,835.00	LF	\$ 10,252.50	6,835.00	0.20	\$ 10,252.50	\$ -	\$ 10,252.50	100%	\$ -	\$ 1,025.25
33306	10080	SWPPP Permit & Monitoring	1.00	LS	\$ 4,640.00	0.20	0.20	\$ 928.00	\$ 928.00	\$ 1,856.00	40%	\$ 2,784.00	\$ 185.60
MOB & GENERAL CONDITIONS Subtotal					263,992.50			95,560.50	90,448.00	186,008.50		77,984.00	18,600.85
02 CLEAR, GRUB & STRIP													
33303	10090	Sawcut (Entrance Crossing) Heavy Disking Site (In Lieu Of Stripping) (Based Upon Site Visit The Site Appears To be 100% Cleared; However, If Additional Clearing Is Required It Will Be Billed As A Change Order)	125.00	LF	\$ 250.00			\$ -	\$ -	\$ -	0%	\$ 250.00	\$ -
33303	10100	Demo Exist Asphalt Pavement	32.20	ACRE	\$ 25,760.00	32.20		\$ 25,760.00	\$ -	\$ 25,760.00	100%	\$ -	\$ 2,576.00
33303	10110	Remove & Cap Well (By Others)	2.00	EA	\$ 0.00			\$ -	\$ -	\$ -	0%	\$ 808.40	\$ -
02 Clear, Grub & Strip Subtotal					26,018.40			25,760.00	0.00	25,760.00		1,058.40	2,576.00
03 EARTHWORK													
33303	10130	Site Excavation (Cut To Fill) (Raise Site To Offset Excess Material)	47,968.00	BCY	\$ 115,123.20	47,968.00		\$ 115,123.20	\$ 0.00	\$ 115,123.20	100%	\$ 0.00	\$ 11,512.32
33303	10140	Pond Excavation (Cut To Fill) (Pond - 100 1', Pond 200 - 7', Pond 3 - 7') (Raise Site To Offset Excess Material)	11,126.00	BCY	\$ 26,702.40	11,126.00		\$ 26,702.40	\$ -	\$ 26,702.40	100%	\$ -	\$ 2,670.24
33303	10150	Rough Grade Pavement Box	18,297.00	SY	\$ 13,905.72	13,800.00	2,000.00	\$ 10,488.00	\$ 1,520.00	\$ 12,008.00	86%	\$ 1,897.72	\$ 1,200.80
03 Earthwork Subtotal					155,731.32			152,313.60	1,520.00	153,833.60		1,897.72	15,383.36
04 FINISH GRADING													
33830	10160	Fine Grade Ponds	13,618.00	SY	\$ 7,489.90		13,618.00	\$ -	\$ 7,489.90	\$ 7,489.90	100%	\$ -	\$ 748.99
33830	10170	Fine Grade ROW	11,174.00	SY	\$ 9,162.68			\$ -	\$ -	\$ -	0%	\$ 9,162.68	\$ -
33830	10180	Fine Grade Perimeter Slopes & Swales	3,357.00	SY	\$ 2,484.18			\$ -	\$ -	\$ -	0%	\$ 2,484.18	\$ -
33830	10190	Fine Grade Lots	109.00	EA	\$ 24,089.00			\$ -	\$ -	\$ -	0%	\$ 24,089.00	\$ -
33830	10200	Backfill Curbs	14,245.00	LF	\$ 6,837.60			\$ -	\$ -	\$ -	0%	\$ 6,837.60	\$ -
04 Finish Grading Subtotal					50,063.36			0.00	7,489.90	7,489.90		42,573.46	748.99
05 PAYING ON SITE													
33830	10210	Traffic Control (Entrance/Turn Lanes)	1.00	LS	\$ 13,700.00		0.80	\$ -	\$ 10,960.00	\$ 10,960.00	80%	\$ 2,740.00	\$ 1,096.00
33830	10220	Build Curb Pads	14,245.00	LF	\$ 27,065.50			\$ -	\$ -	\$ -	0%	\$ 27,065.50	\$ -
33830	10230	12" Stabilized Subgrade (LBR 40)	18,297.00	SY	\$ 128,079.00			\$ -	\$ -	\$ -	0%	\$ 128,079.00	\$ -
33830	10240	6" Limerock Base	10,455.00	SY	\$ 182,962.50			\$ -	\$ -	\$ -	0%	\$ 182,962.50	\$ -
33830	10250	8" Limerock Base	7,842.00	SY	\$ 172,524.00			\$ -	\$ -	\$ -	0%	\$ 172,524.00	\$ -

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT.
containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/29/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C+E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS PERIOD (E+G)	AMOUNT THIS PERIOD (E+H)	COMPLETED AND STORED TO DATE (I+J)	% (K/L)	REMAINING TO FINISH (M-N)	RETAINAGE (K*10)
33830	10260	1.25" SP-9.5 Asphalt (1 Lft)	10,455.00	SY	12.50	\$ 130,687.50						0%	\$ 130,687.50	\$ -
33830	10270	2" SP-9.5 Asphalt (2 Lifts)	7,842.00	SY	21.00	\$ 164,682.00						0%	\$ 164,682.00	\$ -
33830	10280	Striping & Signs	1.00	LS	21,300.00	\$ 21,300.00						0%	\$ 21,300.00	\$ -
05 PAVING ON SITE Subtotal						\$41,000.50			0.00	10,960.00	10,960.00		830,040.50	1,096.00
07 SANITARY SEWER														
33403	10290	Connect To Existing Manhole (6.5' Deep)	1.00	EA	2,670.00	\$ 2,670.00						100%	\$ -	\$ 267.00
33403	10300	8" PVC Gravity Sewer Main (0'-6")	1,535.00	LF	34.00	\$ 52,190.00	832.00	400.00	\$ 28,288.00	\$ 13,600.00	\$ 41,888.00	80%	\$ 10,302.00	\$ 4,188.80
33403	10310	8" PVC Gravity Sewer Main (6'-8")	2,790.00	LF	35.00	\$ 97,650.00	1,475.00	750.00	\$ 51,625.00	\$ 26,250.00	\$ 77,875.00	80%	\$ 19,775.00	\$ 7,787.50
33403	10320	8" PVC Gravity Sewer Main (8'-10")	590.00	LF	36.00	\$ 21,240.00	302.00	286.00	\$ 10,872.00	\$ 10,368.00	\$ 21,240.00	100%	\$ -	\$ 2,124.00
33403	10330	8" PVC Gravity Sewer Main (10'-12")	895.00	LF	37.50	\$ 33,562.50	440.00	455.00	\$ 16,500.00	\$ 17,062.50	\$ 33,562.50	100%	\$ -	\$ 3,356.25
33403	10340	8" PVC Gravity Sewer Main (12'-14")	230.00	LF	56.00	\$ 12,880.00	85.00	145.00	\$ 4,760.00	\$ 8,120.00	\$ 12,880.00	100%	\$ -	\$ 1,288.00
33403	10350	4" Diameter Manhole (0'-6")	6.00	EA	6,880.00	\$ 40,080.00	4.98		\$ 33,266.40	\$ -	\$ 33,266.40	83%	\$ 6,813.60	\$ 3,326.64
33403	10360	4" Diameter Manhole (6'-8")	6.00	EA	8,190.00	\$ 49,140.00	4.75		\$ 38,902.50	\$ -	\$ 38,902.50	79%	\$ 10,237.50	\$ 3,890.25
33403	10370	4" Diameter Manhole (8'-10")	4.00	EA	9,870.00	\$ 39,480.00	3.06	0.94	\$ 30,202.20	\$ 9,277.80	\$ 39,480.00	100%	\$ -	\$ 3,948.00
33403	10380	4" Diameter Manhole (10'-12")	1.00	EA	10,900.00	\$ 10,900.00	0.75	0.25	\$ 8,175.00	\$ 2,725.00	\$ 10,900.00	100%	\$ -	\$ 1,090.00
33403	10390	4" Diameter Manhole (12'-14")	3.00	EA	16,300.00	\$ 48,900.00	2.35	0.65	\$ 38,305.00	\$ 10,595.00	\$ 48,900.00	100%	\$ -	\$ 4,890.00
33403	10400	4" Single Service	20.00	EA	1,420.00	\$ 28,400.00	11.00	5.00	\$ 15,620.00	\$ 7,100.00	\$ 22,720.00	80%	\$ 5,680.00	\$ 2,272.00
33403	10410	4" Double Service	45.00	EA	1,810.00	\$ 81,450.00	28.00	8.00	\$ 50,680.00	\$ 14,480.00	\$ 65,160.00	80%	\$ 16,290.00	\$ 6,516.00
33403	10420	Gravity Main Testing	6,040.00	LF	10.50	\$ 63,420.00			\$ -	\$ -	\$ -	0%	\$ 63,420.00	\$ -
07 SANITARY SEWER Subtotal						\$81,982.50			327,196.10	122,248.30	449,444.40		132,518.10	44,944.44
08 STORM SEWER														
33503	10430	15" PVC (For Pond Outfall)	75.00	LF	77.50	\$ 5,812.50	60.00	8.00	\$ 4,650.00	\$ 620.00	\$ 5,270.00	91%	\$ 542.50	\$ 527.00
33503	10440	18" HP	2,805.00	LF	49.50	\$ 138,847.50	1,823.25	800.00	\$ 90,250.88	\$ 39,600.00	\$ 129,850.88	94%	\$ 8,996.63	\$ 12,985.09
33503	10450	24" HP	1,270.00	LF	73.50	\$ 93,345.00	917.00	225.00	\$ 67,399.50	\$ 16,537.50	\$ 83,937.00	90%	\$ 9,408.00	\$ 8,393.70
33503	10460	30" HP	470.00	LF	109.00	\$ 51,230.00	359.00	111.00	\$ 39,131.00	\$ 12,099.00	\$ 51,230.00	100%	\$ -	\$ 5,123.00
33503	10470	36" HP	210.00	LF	120.00	\$ 25,200.00	161.00	49.00	\$ 19,320.00	\$ 5,880.00	\$ 25,200.00	100%	\$ -	\$ 2,520.00
33503	10480	C Inlet	1.00	EA	3,520.00	\$ 3,520.00	0.66	0.24	\$ 2,323.20	\$ 844.80	\$ 3,168.00	90%	\$ 352.00	\$ 316.80
33503	10490	C Control Structure	1.00	EA	5,775.00	\$ 5,775.00	0.77	0.03	\$ 4,446.75	\$ 173.25	\$ 4,620.00	80%	\$ 1,155.00	\$ 462.00
33503	10500	P-5 Curb Inlet	21.00	EA	6,910.00	\$ 145,110.00	13.65	5.50	\$ 94,321.50	\$ 38,005.00	\$ 132,326.50	91%	\$ 12,783.50	\$ 13,232.65
33503	10510	J-5 Curb Inlet	7.00	EA	11,935.00	\$ 83,545.00	5.45	1.00	\$ 65,045.75	\$ 11,935.00	\$ 76,980.75	92%	\$ 6,564.25	\$ 7,698.08
33503	10520	P-6 Curb Inlet	7.00	EA	7,765.00	\$ 54,355.00	4.80	1.00	\$ 37,272.00	\$ 7,765.00	\$ 45,037.00	83%	\$ 9,318.00	\$ 4,503.70
33503	10530	J-6 Curb Inlet	2.00	EA	10,575.00	\$ 21,150.00	1.50	0.20	\$ 15,882.50	\$ 2,115.00	\$ 17,977.50	85%	\$ 3,172.50	\$ 1,797.75
33503	10540	P Manhole	1.00	EA	4,920.00	\$ 4,920.00	0.71	0.20	\$ 3,493.20	\$ 984.00	\$ 4,477.20	91%	\$ 442.80	\$ 447.72
33503	10550	18" MES	1.00	EA	2,100.00	\$ 2,100.00	0.60	0.60	\$ -	\$ 1,260.00	\$ 1,260.00	60%	\$ 840.00	\$ 126.00
33503	10560	Riprap (Broken Concrete)	30.00	SY	76.00	\$ 2,280.00			\$ -	\$ -	\$ -	0%	\$ 2,280.00	\$ -
33503	10570	24" MES	1.00	EA	3,270.00	\$ 3,270.00		1.00	\$ -	\$ 3,270.00	\$ 3,270.00	100%	\$ -	\$ 327.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C-E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E-G)	AMOUNT COMPLETED THIS PERIOD (E-H)	COMPLETED AND STORED TO DATE (I+J)	% (K/I)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
33603	10580	30" MES	1.00	EA	3,650.00	\$ 3,650.00		1.00		\$ 3,650.00	\$ 3,650.00	100%	\$ -	\$ 365.00
33603	10590	36" MES	2.00	EA	4,000.00	\$ 8,000.00		2.00		\$ 8,000.00	\$ 8,000.00	100%	\$ -	\$ 800.00
33603	10600	Weir 4" Concrete	2.00	EA	7,790.00	\$ 15,580.00		1.00		\$ 7,790.00	\$ 7,790.00	50%	\$ 7,790.00	\$ 779.00
33603	10610	Clean, Flush, TV & Laser Profile	4,830.00	LF	7.50	\$ 36,225.00				\$ -	\$ -	0%	\$ 36,225.00	\$ -
08 STORM SEWER Subtotal						703,915.00			443,516.28	160,528.55	604,044.83		99,870.18	60,404.48
09 WATER SYSTEM														
33603	10620	Temporary Jumper	2.00	EA	1,880.00	\$ 3,760.00		0.79		\$ 1,485.20	\$ 1,692.00	85%	\$ 582.80	\$ 317.72
33603	10630	10 X 10 Wet Tap	2.00	EA	9,640.00	\$ 19,280.00	1.49	0.11	\$ 14,363.60	\$ 1,060.40	\$ 15,424.00	80%	\$ 3,856.00	\$ 1,542.40
33603	10640	8" PVC Watermain	5,480.00	LF	41.50	\$ 227,420.00	3,960.00	950.00	\$ 164,340.00	\$ 39,425.00	\$ 203,765.00	90%	\$ 23,655.00	\$ 20,376.50
33603	10650	10" PVC Watermain	320.00	LF	61.00	\$ 19,520.00	235.00	54.00	\$ 14,335.00	\$ 3,294.00	\$ 17,629.00	90%	\$ 1,891.00	\$ 1,762.90
33603	10660	Fire Hydrant Assembly	8.00	EA	7,980.00	\$ 63,840.00	6.55	0.65	\$ 52,269.00	\$ 5,187.00	\$ 57,456.00	90%	\$ 6,364.00	\$ 5,745.60
33603	10670	Fittings & Restraints	1.00	LS	58,375.00	\$ 58,375.00	0.90		\$ 52,537.50	\$ -	\$ 52,537.50	90%	\$ 5,837.50	\$ 5,253.75
33603	10680	8" Gate Valve	6.00	EA	3,160.00	\$ 18,960.00	4.70	0.70	\$ 14,852.00	\$ 2,212.00	\$ 17,064.00	90%	\$ 1,896.00	\$ 1,706.40
33603	10690	10" Gate Valve	4.00	EA	4,860.00	\$ 19,440.00	3.00	0.60	\$ 14,580.00	\$ 2,916.00	\$ 17,496.00	90%	\$ 1,944.00	\$ 1,749.60
33603	10700	Air Release Valve (Poly Enclosure)	2.00	EA	4,760.00	\$ 9,520.00		1.80	\$ -	\$ 8,568.00	\$ 8,568.00	90%	\$ 952.00	\$ 856.80
33603	10710	1" Single Service	16.00	EA	1,050.00	\$ 16,800.00		13.00	\$ -	\$ 13,650.00	\$ 13,650.00	81%	\$ 3,150.00	\$ 1,365.00
33603	10720	2" Double Service	47.00	EA	2,020.00	\$ 94,940.00		42.00	\$ -	\$ 84,840.00	\$ 84,840.00	89%	\$ 10,100.00	\$ 8,484.00
33603	10730	1" Irrigation Water Service	10.00	EA	2,390.00	\$ 23,900.00		8.00	\$ -	\$ 19,120.00	\$ 19,120.00	80%	\$ 4,780.00	\$ 1,912.00
33603	10740	Test & Chlorinate	1.00	LS	18,500.00	\$ 18,500.00			\$ -	\$ -	\$ -	0%	\$ 18,500.00	\$ -
33603	10750	10" HDPE Directional Bore	100.00	LF	392.00	\$ 39,200.00	22.00	23.00	\$ 8,624.00	\$ 9,016.00	\$ 17,640.00	45%	\$ 21,560.00	\$ 1,764.00
09 WATER SYSTEM Subtotal						633,455.00			337,366.30	190,980.40	528,366.70		105,088.30	52,836.67
11 CONCRETE WORK														
33830	10760	Milanti Curb	14,245.00	LF	24.00	\$ 341,880.00			\$ -	\$ -	\$ -	0%	\$ 341,880.00	\$ -
33830	10770	5' Sidewalk (4" Thick)	5,370.00	LF	33.50	\$ 179,895.00			\$ -	\$ -	\$ -	0%	\$ 179,895.00	\$ -
33830	10780	Handicap Ramp W/ Detectable Warning	19.00	EA	1,825.00	\$ 34,675.00			\$ -	\$ -	\$ -	0%	\$ 34,675.00	\$ -
11 CONCRETE WORK Subtotal						556,450.00			0.00	0.00	0.00		556,450.00	-
12 GRASSING														
33303	10790	Seed & Mulch Lots	108,614.00	SY	0.27	\$ 29,325.78			\$ -	\$ -	\$ -	0%	\$ 29,325.78	\$ -
33303	10800	Seed & Mulch Pond Bottom	1,590.00	SY	0.27	\$ 429.30			\$ -	\$ -	\$ -	0%	\$ 429.30	\$ -
33303	10810	Sod ROW	6,940.00	SY	3.05	\$ 21,167.00			\$ -	\$ -	\$ -	0%	\$ 21,167.00	\$ -
33303	10820	Sod Perimeter Slopes & Swales	3,355.00	SY	3.05	\$ 10,232.75			\$ -	\$ -	\$ -	0%	\$ 10,232.75	\$ -
33303	10830	Sod Pond Slopes	12,028.00	SY	3.05	\$ 36,685.40			\$ -	\$ -	\$ -	0%	\$ 36,685.40	\$ -
33303	10840	Sod Two Strips Behind Curbs & Sidewalks	4,238.00	SY	3.05	\$ 12,925.90			\$ -	\$ -	\$ -	0%	\$ 12,925.90	\$ -
12 GRASSING Subtotal						110,766.13			0.00	0.00	0.00		110,766.13	-
ORIGINAL CONTRACT TOTAL						3,924,154.71			1,381,732.78	584,175.15	1,965,907.93	50%	1,958,246.79	196,590.79
CHANGE ORDERS														

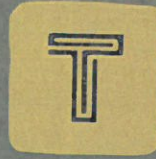
Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
 Bella Vista - Dundee, FL
 Application No: 23028-03 Rev 2
 Application Date: 04/25/24
 Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
RICHMOND COST CODE	BID ITEM NO. DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C-E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E'G)	AMOUNT COMPLETED THIS PERIOD (E'H)	COMPLETED AND STORED TO DATE (+J)	% (K/L)	REMAINING TO FINISH (F-K)	RETAINAGE (K*-10)
01	Clear & Burn On-Site / Engineering Fee												
33409	CO-01-01 OCIP Fee	1	LS	\$827.50	827.50	1.00		827.50	0.00	827.50	100%	0.00	82.75
33306	CO-01-02 Engineering Fee	1	LS	\$20,000.00	20,000.00	1.00		20,000.00	0.00	20,000.00	100%	0.00	2,000.00
33302	CO-01-03 Clear, Grub, and Curtain Burn Onsite	7	ACRE	\$8,511.36	59,579.52	7.00		59,579.52	0.00	59,579.52	100%	0.00	5,957.95
	CO 1 Subtotal				80,407.02			80,407.02	-	80,407.02		-	8,040.70
02	Temporary Clay Road												
33409	CO-02-01 OCIP Fee	1	LS	\$104.30	104.30	1.00		104.30	0.00	104.30	100%	0.00	10.43
33830	CO-02-02 Removal of Existing power Poles / Well abandon	1	LS	\$8,343.32	8,343.32	1.00		8,343.32	0.00	8,343.32	100%	0.00	834.33
	CO 2 Subtotal				8,447.62			8,447.62	-	8,447.62		-	844.76
03	Saturday (Overtime) Work												
33409	CO-04-01 OCIP Fee	1	LS	\$408.25	408.25		1.00	0.00	408.25	408.25	100%	0.00	40.83
33830	CO-04-02 Saturday Work	1	LS	\$32,660.16	32,660.16		1.00	0.00	32,660.16	32,660.16	100%	0.00	3,266.02
	CO 2 Subtotal				33,068.41			-	33,068.41	33,068.41		-	3,306.84
	CHANGE ORDER Totals				121,923.05			88,854.64	33,068.41	121,923.05		-	12,192.31
	GRAND TOTALS				4,046,077.76			1,470,587.42	617,243.56	2,087,830.98	52%	1,958,246.79	208,783.10

Traditions Engineering
35 Don Polston Rd, Suite 115,
Eagle Lake, FL 33839
(863) 397 - 1626
cbrooker@traditions-eng.com



TRADITIONS ENGINEERING

Item 5.

Lorraine Peterson
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

EXHIBIT D

August 19th, 2024

Re: Seasons at Bella Vista
Engineer's Certification of Cost for Total Construction (Maintenance Bond)

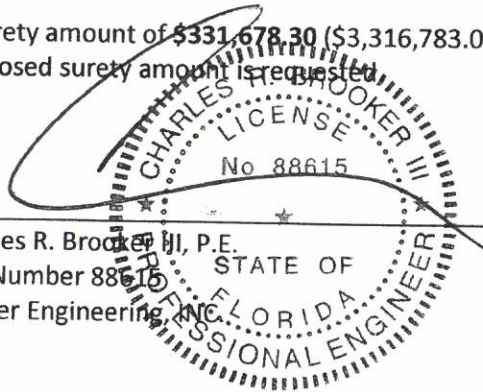
Dear Ms. Peterson:

In my professional opinion, as a registered engineer in the State of Florida, I certify that the following information reflects the total cost of construction. These costs were based on John M. Hall pay application number 23028-03 Rev 2 and Garrison Land Management Inc. bid dated 5/6/2024. The remaining costs are as follows:

I.	Paving On Site	\$ 841,000.50
II.	Sanitary Sewer	\$ 581,962.50
III.	Storm Sewer	\$ 703,915.00
IV.	Water System	\$ 633,455.00
V.	Concrete Work	\$ 556,450.00
	TOTAL	\$ 3,316,783.00

A surety amount of ~~\$331,678.30~~ (\$3,316,783.00 x 10%) is proposed. Your review and approval of the proposed surety amount is requested.

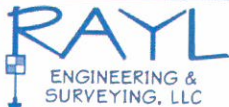
Charles R. Brooker III, P.E.
P.E. Number 88615
Hunter Engineering, Inc.



08/19/2024

Sincerely,

Charles "Chad" Brooker, P.E.
CEO, Traditions Engineering, LLC
Cbrooker@traditions-eng.com
(863) 397-1627

 ENGINEERING & SURVEYING, LLC	<input checked="" type="checkbox"/> Reviewed without objection <input type="checkbox"/> Rejected <input type="checkbox"/> Resubmit
Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.	
Caleb Wingo	Aug 22 2024
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Richmond American Homes
2822 Commerce Park Dr Suite 100
Orlando FL 32719

PROJECT: 23028

Bella Vista - Dundee, FL

PO 751156

FROM CONTRACTOR:

Jon M. Hall Company (# 1190134)
1400 Martin Luther King Jr Blvd
Sanford FL 32771
Ph: 407-215-0410

VIA ENGINEER:

Traditions Engineering
6039 Cypress Gardens Blvd, Suite 290
Winter Haven FL 33884
Chad Booker, P.E. 863-397-1626

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

- 1. ORIGINAL CONTRACT SUM \$ 3,924,154.71
- 2. Net change by Change Orders \$ 121,923.05
- 3. Contract Sum To Date (line 1+2) \$ 4,046,077.76
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 2,087,830.98
- 5. RETAINAGE:
 - a. 10% of completed work \$ 208,783.10
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,879,047.88
- 7. LESS PREVIOUS PAYMENTS \$ 1,323,528.67
- 8. CURRENT PAYMENT DUE **\$ 555,519.21**
- 9. BALANCE TO FINISH, INCL. RETAINAGE \$ 2,167,029.88

CHANGE ORDER SUMMARY		ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		88,854.64	
Total approved this month			
TOTALS		88,854.64	
NET CHANGES by Change Order		\$88,854.64	

APPLICATION NO.: 23028-03 Rev 2
 APPLICATION DATE: 04/25/24
 PERIOD TO: 04/30/24

Richmond PO #

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon M. Hall Company

By: *[Signature]* Noy Rivers, President Date: 4/25/2024

State of: Florida
 County of: Seminole
 Subscribed and sworn to before me this 25 th day of April, 2024.

Notary Public: *[Signature]*
 My Commission expires: _____



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: _____ Date: _____
 By: _____

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL
Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A RICHMOND COST CODE	A BID ITEM NO.	B DESCRIPTION OF WORK	C QTY	D UM	E Unit Price	F SCHEDULED VALUE (C-E)	G QTY INSTALLED PREVIOUS PERIOD	H QTY INSTALLED THIS PERIOD	I		J		K COMPLETED AND STORED TO DATE (H+J)	L % (K/F)	M REMAINING TO FINISH (F-K)	N RETAINAGE (K-10)	
									AMOUNT PREVIOUS APPLICATION (E'G)	AMOUNT THIS PERIOD (E'H)	AMOUNT PREVIOUS APPLICATION (E'G)	AMOUNT THIS PERIOD (E'H)					
01 MOBILIZATION & GENERAL CONDITIONS																	
33306	10010	Jobsite Facilities	1.00	LS	15,100.00	\$ 15,100.00	0.20	0.40	\$ 3,020.00	\$ 6,040.00	\$ 9,060.00	\$ 9,060.00	60%	\$ 6,040.00	\$ 906.00		
33306	10020	Supervision	1.00	LS	59,200.00	\$ 59,200.00	0.30	0.30	\$ 17,760.00	\$ 17,760.00	\$ 35,520.00	\$ 35,520.00	60%	\$ 23,680.00	\$ 3,552.00		
33306	10030	Geotechnical Testing	1.00	LS	42,700.00	\$ 42,700.00	0.20	0.40	\$ 8,540.00	\$ 17,080.00	\$ 25,620.00	\$ 25,620.00	60%	\$ 17,080.00	\$ 2,562.00		
33306	10040	Survey & As-Builts	1.00	LS	56,800.00	\$ 56,800.00	0.15	0.35	\$ 8,520.00	\$ 19,880.00	\$ 28,400.00	\$ 28,400.00	50%	\$ 28,400.00	\$ 2,840.00		
33306	10050	Mobilization & Material Offroad	1.00	LS	61,700.00	\$ 61,700.00	0.60	0.40	\$ 37,020.00	\$ 24,680.00	\$ 61,700.00	\$ 61,700.00	100%	\$ -	\$ 6,170.00		
33306	10060	Construction Entrance	1.00	EA	13,600.00	\$ 13,600.00	0.70	0.30	\$ 9,520.00	\$ 4,080.00	\$ 13,600.00	\$ 13,600.00	100%	\$ -	\$ 1,360.00		
33306	10070	Silt Fence (Single Row)	6.835	LF	1.50	\$ 10,252.50	6.835	0.20	\$ 2,928.00	\$ 928.00	\$ 10,252.50	\$ 10,252.50	100%	\$ -	\$ 1,025.25		
33306	10080	SWPPP Permit & Monitoring	1.00	LS	4,640.00	\$ 4,640.00	0.20	0.20	\$ 928.00	\$ 928.00	\$ 1,856.00	\$ 1,856.00	40%	\$ 2,784.00	\$ 185.60		
MOB & GENERAL CONDITIONS Subtotal						263,922.50			95,560.50	928.00	90,448.00	186,008.50			77,984.00	16,600.85	
02 CLEAR, GRUB & STRIP																	
33303	10090	Sawcut (Entrance Crossing) Heavy Disking Site (In Lieu Of Stripping) (Based Upon Site Visit The Site Appears To Be 100% Cleared. However, If Additional Clearing Is Required It Will Be Billed As A Change Order)	125.00	LF	2.00	\$ 250.00			\$ -	\$ -	\$ -	\$ -	0%	\$ 250.00	\$ -		
33303	10100	Demo Exist Asphalt Pavement	32.20	ACRE	800.00	\$ 25,760.00	32.20		\$ 25,760.00	\$ -	\$ 25,760.00	\$ 25,760.00	100%	\$ -	\$ 2,576.00		
33303	10110	Remove & Cap Well (By Others)	2.00	EA	0.00	\$ -			\$ -	\$ -	\$ -	\$ -	0%	\$ 808.40	\$ -		
02 Clear, Grub & Strip Subtotal						26,818.40			25,760.00	0.00	25,760.00	25,760.00			1,058.40	2,576.00	
03 EARTHWORK																	
33303	10130	Site Excavation (Cut To Fill) (Raise Site To Pond Excavation Material)	47,968.00	BCY	2.40	\$ 115,123.20	47,968.00		\$ 115,123.20	\$ 0.00	\$ 115,123.20	\$ 115,123.20	100%	\$ 0.00	\$ 11,512.32		
33303	10140	Pond Excavation (Cut To Fill) (Pond - 100 11', Pond 200 - 7', Pond 3 - 7')	11,126.00	BCY	2.40	\$ 26,702.40	11,126.00		\$ 26,702.40	\$ -	\$ 26,702.40	\$ 26,702.40	100%	\$ -	\$ 2,670.24		
33303	10150	Rough Grade Pavement Box	18,297.00	SY	0.76	\$ 13,905.72	13,800.00	2,000.00	\$ 10,488.00	\$ 1,520.00	\$ 12,008.00	\$ 12,008.00	86%	\$ 1,897.72	\$ 1,200.80		
03 Earthwork Subtotal						155,731.32			152,313.60	1,520.00	153,833.60	153,833.60			1,897.72	15,383.36	
04 FINISH GRADING																	
33830	10160	Fine Grade Ponds	13,618.00	SY	0.55	\$ 7,489.90	13,618.00		\$ 7,489.90	\$ 7,489.90	\$ 7,489.90	\$ 7,489.90	100%	\$ -	\$ 748.99		
33830	10170	Fine Grade ROW	11,174.00	SY	0.82	\$ 9,162.68			\$ -	\$ -	\$ -	\$ -	0%	\$ 9,162.68	\$ -		
33830	10180	Fine Grade Perimeter Slopes & Swales	3,357.00	SY	0.74	\$ 2,484.18			\$ -	\$ -	\$ -	\$ -	0%	\$ 2,484.18	\$ -		
33830	10190	Fine Grade Lots	109.00	EA	221.00	\$ 24,089.00			\$ -	\$ -	\$ -	\$ -	0%	\$ 24,089.00	\$ -		
33830	10200	Backfill Curbs	14,245.00	LF	0.48	\$ 6,837.60			\$ -	\$ -	\$ -	\$ -	0%	\$ 6,837.60	\$ -		
04 Finish Grading Subtotal						50,063.36			0.00	7,489.90	7,489.90	7,489.90			42,573.46	748.99	
05 PAVING ON SITE																	
33830	10210	Traffic Control (Entrance/Turn Lanes)	1.00	LS	13,700.00	\$ 13,700.00	0.80		\$ -	\$ 10,960.00	\$ 10,960.00	\$ 10,960.00	80%	\$ 2,740.00	\$ 1,096.00		
33830	10220	Build Curb Pads	14,245.00	LF	1.90	\$ 27,065.50			\$ -	\$ -	\$ -	\$ -	0%	\$ 27,065.50	\$ -		
33830	10230	12" Stabilized Subgrade (LBR 40)	18,297.00	SY	7.00	\$ 128,079.00			\$ -	\$ -	\$ -	\$ -	0%	\$ 128,079.00	\$ -		
33830	10240	6" Limerock Base	10,455.00	SY	17.50	\$ 182,962.50			\$ -	\$ -	\$ -	\$ -	0%	\$ 182,962.50	\$ -		
33830	10250	8" Limerock Base	7,842.00	SY	22.00	\$ 172,524.00			\$ -	\$ -	\$ -	\$ -	0%	\$ 172,524.00	\$ -		

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C+E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED AMOUNT PREVIOUS APPLICATION PERIOD (E'G)	AMOUNT THIS PERIOD (E'H)	COMPLETED AND STORED TO DATE (H+J)	% (K/F)	REMAINING TO FINISH (E-K)	RETAINAGE (K*10)
33630	10260	1.25" SP-9.5 Asphalt (1 Lft)	10,455.00	SY	12.50	\$ 130,687.50								
33630	10270	2" SP-9.5 Asphalt (2 Lfts)	7,842.00	SY	21.00	\$ 164,682.00								
33630	10280	Striping & Signs	1.00	LS	21,300.00	\$ 21,300.00								
05 PAVING ON SITE Subtotal						841,000.50			0.00	10,960.00	10,960.00	0%	\$ 21,300.00	1,096.00
07 SANITARY SEWER														
33403	10290	Connect To Existing Manhole (6.5' Deep)	1.00	EA	2,670.00	\$ 2,670.00								
33403	10300	8" PVC Gravity Sewer Main (0'-6')	1,535.00	LF	34.00	\$ 52,190.00	832.00	400.00	\$ 28,288.00	\$ 13,600.00	\$ 41,888.00	80%	\$ 10,302.00	\$ 4,188.80
33403	10310	8" PVC Gravity Sewer Main (6'-8')	2,790.00	LF	35.00	\$ 97,650.00	1,475.00	750.00	\$ 51,625.00	\$ 26,250.00	\$ 77,875.00	80%	\$ 19,775.00	\$ 7,875.00
33403	10320	8" PVC Gravity Sewer Main (8'-10')	690.00	LF	36.00	\$ 21,240.00	302.00	288.00	\$ 10,872.00	\$ 10,368.00	\$ 21,240.00	100%		\$ 2,124.00
33403	10330	8" PVC Gravity Sewer Main (10'-12')	895.00	LF	37.50	\$ 33,562.50	440.00	455.00	\$ 16,500.00	\$ 17,062.50	\$ 33,562.50	100%		\$ 3,562.50
33403	10340	8" PVC Gravity Sewer Main (12'-14')	230.00	LF	56.00	\$ 12,880.00	85.00	145.00	\$ 4,760.00	\$ 8,120.00	\$ 12,880.00	100%		\$ 1,288.00
33403	10350	4" Diameter Manhole (0'-6')	6.00	EA	6,680.00	\$ 40,080.00	4.98		\$ 33,266.40		\$ 33,266.40	83%	\$ 6,813.60	\$ 3,326.64
33403	10360	4" Diameter Manhole (6'-8')	6.00	EA	8,190.00	\$ 49,140.00	4.75		\$ 38,902.50		\$ 38,902.50	79%	\$ 10,237.50	\$ 3,890.25
33403	10370	4" Diameter Manhole (8'-10')	4.00	EA	9,870.00	\$ 39,480.00	3.06	0.94	\$ 30,202.20	\$ 9,277.80	\$ 39,480.00	100%		\$ 3,948.00
33403	10380	4" Diameter Manhole (10'-12')	1.00	EA	10,900.00	\$ 10,900.00	0.75	0.25	\$ 8,175.00	\$ 2,725.00	\$ 10,900.00	100%		\$ 1,090.00
33403	10390	4" Diameter Manhole (12'-14')	3.00	EA	16,300.00	\$ 48,900.00	2.35	0.65	\$ 38,305.00	\$ 10,595.00	\$ 48,900.00	100%		\$ 4,890.00
33403	10400	4" Single Service	20.00	EA	1,420.00	\$ 28,400.00	11.00	5.00	\$ 15,620.00	\$ 7,100.00	\$ 22,720.00	80%	\$ 5,680.00	\$ 2,272.00
33403	10410	4" Double Service	45.00	EA	1,810.00	\$ 81,450.00	28.00	8.00	\$ 50,680.00	\$ 14,480.00	\$ 65,160.00	80%	\$ 16,290.00	\$ 6,516.00
33403	10420	Gravity Main Testing	6,040.00	LF	10.50	\$ 63,420.00						0%	\$ 63,420.00	
07 SANITARY SEWER Subtotal						581,962.50			327,196.10	122,248.30	449,444.40	132,518.10	44,944.44	
08 STORM SEWER														
33503	10430	15" PVC (For Pond Outfall)	75.00	LF	77.50	\$ 5,812.50	60.00	8.00	\$ 4,650.00	\$ 620.00	\$ 5,270.00	91%	\$ 542.50	\$ 527.00
33503	10440	18" HP	2,805.00	LF	49.50	\$ 138,847.50	1,823.25	800.00	\$ 90,250.88	\$ 39,600.00	\$ 129,850.88	94%	\$ 8,996.63	\$ 12,985.09
33503	10450	24" HP	1,270.00	LF	73.50	\$ 93,345.00	917.00	225.00	\$ 67,399.50	\$ 16,537.50	\$ 83,937.00	90%	\$ 9,408.00	\$ 8,393.70
33503	10460	30" HP	470.00	LF	109.00	\$ 51,230.00	359.00	111.00	\$ 39,131.00	\$ 12,099.00	\$ 51,230.00	100%		\$ 5,123.00
33503	10470	36" HP	210.00	LF	120.00	\$ 25,200.00	161.00	49.00	\$ 19,320.00	\$ 5,880.00	\$ 25,200.00	100%		\$ 2,520.00
33503	10480	C Inlet	1.00	EA	3,520.00	\$ 3,520.00	0.66	0.24	\$ 2,323.20	\$ 844.80	\$ 3,168.00	90%	\$ 352.00	\$ 316.80
33503	10490	C Control Structure	1.00	EA	5,775.00	\$ 5,775.00	0.77	0.03	\$ 4,446.75	\$ 173.25	\$ 4,620.00	80%	\$ 1,155.00	\$ 462.00
33503	10500	P-5 Curb Inlet	21.00	EA	6,910.00	\$ 145,110.00	13.65	5.50	\$ 94,321.50	\$ 38,005.00	\$ 132,326.50	91%	\$ 12,783.50	\$ 13,232.65
33503	10510	J-5 Curb Inlet	7.00	EA	11,935.00	\$ 83,545.00	5.45	1.00	\$ 65,045.75	\$ 11,935.00	\$ 76,980.75	92%	\$ 6,564.25	\$ 7,698.08
33503	10520	P-6 Curb Inlet	7.00	EA	7,765.00	\$ 54,355.00	4.80	1.00	\$ 37,272.00	\$ 7,765.00	\$ 45,037.00	83%	\$ 9,318.00	\$ 4,503.70
33503	10530	J-6 Curb Inlet	2.00	EA	10,575.00	\$ 21,150.00	1.50	0.20	\$ 15,862.50	\$ 2,115.00	\$ 17,977.50	85%	\$ 3,172.50	\$ 1,797.75
33503	10540	P Manhole	1.00	EA	4,920.00	\$ 4,920.00	0.71	0.20	\$ 3,493.20	\$ 984.00	\$ 4,477.20	91%	\$ 442.80	\$ 447.72
33503	10550	18" MES	1.00	EA	2,100.00	\$ 2,100.00		0.60		\$ 1,260.00	\$ 1,260.00	60%	\$ 840.00	\$ 126.00
33503	10560	Riprap (Broken Concrete)	30.00	SY	76.00	\$ 2,280.00						0%	\$ 2,280.00	
33503	10570	24" MES	1.00	EA	3,270.00	\$ 3,270.00		1.00				100%		\$ 327.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND COST CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C-E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E-G)	AMOUNT COMPLETED THIS PERIOD (E-H)	COMPLETED AND STORED TO DATE (H+I)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
33603	10680	30" MES	1.00	EA	3,650.00	3,650.00		1.00	-	3,650.00	3,650.00	100%	-	365.00
33503	10590	36" MES	2.00	EA	4,000.00	8,000.00		2.00	-	8,000.00	8,000.00	100%	-	800.00
33503	10600	Well 4" Concrete	2.00	EA	7,790.00	15,580.00		1.00	-	7,790.00	7,790.00	50%	7,790.00	779.00
33503	10610	Clean, Flush, TV & Laser Profile	4,830.00	LF	7.50	36,225.00			-	-	-	0%	36,225.00	-
08 STORM SEWER Subtotal						703,915.00			443,516.28	160,528.55	604,044.83		99,870.18	60,404.48
09 WATER SYSTEM														
33603	10620	Temporary Lumber	2.00	EA	1,880.00	3,760.00		0.79	1,485.20	1,692.00	3,177.20	85%	582.80	317.72
33603	10630	10 X 10 Wet Tap	2.00	EA	9,640.00	19,280.00	1.49	0.11	14,363.60	1,060.40	15,424.00	80%	3,856.00	1,542.40
33603	10640	8" PVC Watermain	5,480.00	LF	41.50	227,420.00	3,960.00	950.00	164,340.00	39,425.00	203,765.00	90%	23,665.00	20,376.50
33603	10650	10" PVC Watermain	320.00	LF	61.00	19,520.00	235.00	54.00	14,335.00	3,294.00	17,629.00	90%	1,891.00	1,762.90
33603	10660	Fire Hydrant Assembly	8.00	EA	7,980.00	63,840.00	6.55	0.65	52,269.00	5,187.00	57,456.00	90%	6,384.00	5,745.60
33603	10670	Fittings & Restraints	1.00	LS	58,375.00	58,375.00	0.90	0.70	52,537.50	-	52,537.50	90%	5,837.50	5,253.75
33603	10680	8" Gate Valve	6.00	EA	3,160.00	18,960.00	4.70	0.80	14,852.00	2,212.00	17,064.00	90%	1,896.00	1,706.40
33603	10690	10" Gate Valve	4.00	EA	4,860.00	19,440.00	3.00	0.80	14,580.00	2,916.00	17,496.00	90%	1,944.00	1,749.60
33603	10700	Air Release Valve (Poly Enclosure)	2.00	EA	4,760.00	9,520.00		1.80	-	8,568.00	8,568.00	90%	952.00	856.80
33603	10710	1" Single Service	16.00	EA	1,050.00	16,800.00		13.00	-	13,650.00	13,650.00	81%	3,150.00	1,365.00
33603	10720	2" Double Service	47.00	EA	2,020.00	94,940.00		42.00	-	84,840.00	84,840.00	89%	10,100.00	8,484.00
33603	10730	1" Irrigation Water Service	10.00	EA	2,390.00	23,900.00		8.00	-	19,120.00	19,120.00	80%	4,780.00	1,912.00
33603	10740	Test & Chlorinate	1.00	LS	18,500.00	18,500.00			-	-	-	0%	18,500.00	-
33603	10750	10" HDPE Directional Bore	100.00	LF	392.00	39,200.00	22.00	23.00	8,624.00	9,016.00	17,640.00	45%	21,560.00	1,764.00
09 WATER SYSTEM Subtotal						633,455.00			337,386.30	190,980.40	528,366.70		105,088.30	52,836.67
11 CONCRETE WORK														
33830	10760	Miami Curb	14,245.00	LF	24.00	341,880.00			-	-	-	0%	341,880.00	-
33830	10770	5' Sidewalk (4" Thick)	5,370.00	LF	33.50	179,895.00			-	-	-	0%	179,895.00	-
33830	10780	Handicap Ramp W/ Detectable Warning	19.00	EA	1,825.00	34,675.00			-	-	-	0%	34,675.00	-
11 CONCRETE WORK Subtotal						556,450.00			0.00	0.00	0.00		556,450.00	-
12 GRASSING														
33303	10790	Seed & Mulch Lots	108,614.00	SY	0.27	29,325.78			-	-	-	0%	29,325.78	-
33303	10800	Seed & Mulch Pond Bottom	1,590.00	SY	0.27	429.30			-	-	-	0%	429.30	-
33303	10810	Sod ROW	6,940.00	SY	3.05	21,167.00			-	-	-	0%	21,167.00	-
33303	10820	Sod Perimeter Slopes & Swales	3,355.00	SY	3.05	10,232.75			-	-	-	0%	10,232.75	-
33303	10830	Sod Pond Slopes	12,028.00	SY	3.05	36,685.40			-	-	-	0%	36,685.40	-
33303	10840	Sod Two Strips Behind Curbs & Sidewalks	4,238.00	SY	3.05	12,925.90			-	-	-	0%	12,925.90	-
12 GRASSING Subtotal						110,766.13			0.00	0.00	0.00		110,766.13	-
ORIGINAL CONTRACT TOTAL						3,924,154.71			1,381,732.78	584,175.15	1,965,907.93	50%	1,958,246.79	196,590.79

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT.
 containing Contractor's signed Certification, is attached.

23028
 Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
 Application Date: 04/25/24
 Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
RICHMOND COST CODE	BID ITEM NO. DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C-E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E-G)	AMOUNT THIS PERIOD (E-H)	COMPLETED AND STORED TO DATE (I+J)	% (K/L)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
01	Clear & Burn On-Site / Engineering Fee												
33409	CO-01-01 OCIP Fee	1	LS	\$827.50	827.50	1.00		827.50	0.00	827.50	100%	0.00	82.75
33306	CO-01-02 Engineering Fee	1	LS	\$20,000.00	20,000.00	1.00		20,000.00	0.00	20,000.00	100%	0.00	2,000.00
33302	CO-01-03 Clear, Grub, and Curtain Burn Onsite	7	ACRE	\$8,511.36	59,579.52	7.00		59,579.52	0.00	59,579.52	100%	0.00	5,957.95
	CO 1 Subtotal				80,407.02			80,407.02		80,407.02			8,040.70
02	Temporary Clay Road												
33409	CO-02-01 OCIP Fee	1	LS	\$104.30	104.30	1.00		104.30	0.00	104.30	100%	0.00	10.43
33830	CO-02-02 Removal of Existing power Poles / Well abandonment	1	LS	\$8,343.32	8,343.32	1.00		8,343.32	0.00	8,343.32	100%	0.00	834.33
	CO 2 Subtotal				8,447.62			8,447.62		8,447.62			844.76
03	Saturday (Overtime) Work												
33409	CO-04-01 OCIP Fee	1	LS	\$408.25	408.25		1.00	0.00	408.25	408.25	100%	0.00	40.83
33830	CO-04-02 Saturday Work	1	LS	\$32,660.16	32,660.16		1.00	0.00	32,660.16	32,660.16	100%	0.00	3,266.02
	CO 2 Subtotal				33,068.41			33,068.41		33,068.41			3,306.84
	CHANGE ORDER Totals				121,923.05			88,854.64	33,068.41	121,923.05			12,192.31
	GRAND TOTALS				4,046,077.76			1,470,587.42	617,243.56	2,087,830.98	52%		208,783.10



CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

See page 5 for instructions.

I. General Project Information

A. Name of Project: Bella Vista

B. Department of Environmental Protection (DEP) Construction Permit

Permit Number: <u>136414-085</u>	Date Permit Was Issued: <u>09-08-2022</u>
----------------------------------	---

C. Portion of Project for Which Construction Is Substantially Complete and for Which Clearance Is Requested

Entire Project

Following Portion of Project: _____

D. Permittee

PWS/Company Name: <u>Richmond American Homes</u>		PWS Identification Number: *	
PWS Type: * <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
Contact Person: <u>Kenneth L. Smith</u>		Contact Person's Title: <u>Division President</u>	
Contact Person's Mailing Address: <u>2822 Commerce Park Drive, Suite 100</u>			
City: <u>Orlando</u>		State: <u>FL</u>	Zip Code: <u>32819</u>
Contact Person's Telephone Number: <u>407.586.7622</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>Tim.Wheeler@mdch.com</u>			

* This information is required only if the permittee is a public water system (PWS).

E. Public Water System (PWS) Supplying Water to Project

PWS Name: <u>Town of Dundee</u>		PWS Identification Number:	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: <u>Town of Dundee</u>			
Contact Person: <u>Tandra Davis</u>		Contact Person's Title: <u>Town Manager</u>	
Contact Person's Mailing Address: <u>202 E Main St</u>			
City: <u>Dundee</u>		State: <u>FL</u>	Zip Code: <u>33838</u>
Contact Person's Telephone Number: <u>863-438-8330</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>tdavis@townofdundee.com</u>			

F. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: <u>Town of Dundee</u>		PWS Identification Number: *	
PWS Type: * <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner:			
Contact Person: <u>Tandra Davis</u>		Contact Person's Title: <u>Town Manager</u>	
Contact Person's Mailing Address: <u>202 E Main St</u>			
City: <u>Dundee</u>		State: <u>FL</u>	Zip Code: <u>33838</u>
Contact Person's Telephone Number: <u>863-438-8338</u>		Contact Person's Fax Number:	
Contact Person's E-Mail Address: <u>tdavis@townofdundee.com</u>			

* This information is required only if the owner/operator is an existing PWS.

G. Professional Engineer in Responsible Charge of Inspecting Construction of Project*

Company Name: <u>Traditions Engineering</u>		Engineer's Florida License Number: <u>88615</u>	
Engineer: <u>Charles Brooker</u>		Engineer's Title: <u>P.E.</u>	
Engineer's Mailing Address: <u>35 Don Polston Dr</u>			
City: <u>Eagle Lake</u>		State: <u>FL</u>	Zip Code: <u>33839</u>
Engineer's Telephone Number: <u>863.397.1626</u>		Engineer's Fax Number:	
Engineer's E-Mail Address: <u>Cbrooker@traditions-eng.com</u>			

* This information is required if construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida. Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

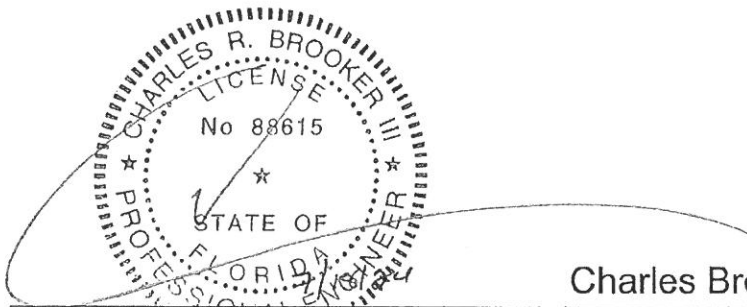
DEP Construction Permit Number: 136414-085
Substantially Complete Portion of Project if Other than Entire Project:

II. Deviations from Department of Environmental Protection (DEP) Construction Permit for Project*

Description and explanation of all deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, for the substantially complete portion of this project:

Existing water main near corner of Florida Ave & 8th street was found to be 6" size. As such, the eastern wet tap was changed to 6"x6" and the small section of permitted 10" was reduced to 8".

I completed Part II of this form, and the information provided in Part II is true and accurate to the best of my knowledge and belief.



Charles Brooker

88615

Signature, Seal, and Date of Professional Engineer or Signature and Date of Authorized Representative of Permittee*

Printed or Typed Name

License Number of Professional Engineer or Title of Authorized Representative of Permittee*

* Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part II of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part II shall be completed, signed, and dated by an authorized representative of the permittee.

III. Certifications

A. Certification by Permittee

I am duly authorized to sign this form on behalf of the permittee identified in Part I.D of this form. I certify the following:

- to the best of my knowledge and belief, the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- to the best of my knowledge and belief, the substantially complete portion of this project has been completed in accordance with the Department of Environmental Protection construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;


CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 136414-085
Substantially Complete Portion of Project if Other than Entire Project:

- to the best of my knowledge and belief, all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule;
- the permittee has had complete record drawings produced for the substantially complete portion of this project; to the best of my knowledge and belief, said record drawings adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form; and said record drawings are available for review at the following location: 202 East Main st, Dundee, FL 33838

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, an operation and maintenance manual for said treatment facilities is available for reference at the site of said treatment facilities or at a convenient location near the site of said treatment facilities.


I also certify that, if the permittee will not own this project after it is placed into permanent operation, the permittee has provided a copy of the above mentioned record drawings and a copy of the above mentioned operation and maintenance manual, if applicable, to the PWS that will own this project after it is placed into permanent operation.

	Kenneth L. Smith	Division President
Signature and Date	Printed or Typed Name	Title

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this form on behalf of the PWS identified in Part I.E of this form. I certify that said PWS will supply the water necessary to meet the water demands for the substantially complete portion of this project, and I certify the following:

- to the best of my knowledge and belief, said PWS's connection to the substantially complete portion of this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C.;
- said PWS considers the connection(s) between the substantially complete portion of this project and said PWS acceptable as constructed.

	Tandra Davis	Town Manager
Signature and Date	Printed or Typed Name	Title


C. Certification by PWS that Will Own Project After It Is Placed into Permanent Operation

I am duly authorized to sign this form on behalf of the PWS identified in Part I.F of this form. I certify that said PWS will own the substantially complete portion of this project after it is placed into permanent operation, and I certify the following:

- said PWS considers the substantially complete portion of this project acceptable as constructed;
- said PWS has received complete record drawings for the substantially complete portion of this project and the record drawings are available for review at the following location: 202 East Main st, Dundee, FL 33838

- if the substantially complete portion of this project includes any new or altered drinking water treatment facilities, said PWS has received an operation and maintenance manual for the new or altered treatment facilities, and the operation and maintenance manual is available for reference at the site of the new or altered treatment facilities or at a convenient location near the site of the new or altered treatment facilities.

I understand that said PWS must operate and maintain this project in a such a manner as to comply with Chapters 62-550, 62-555, 62-560, and 62-699, F.A.C.

	Tandra Davis	Town Manager
Signature and Date	Printed or Typed Name	Title

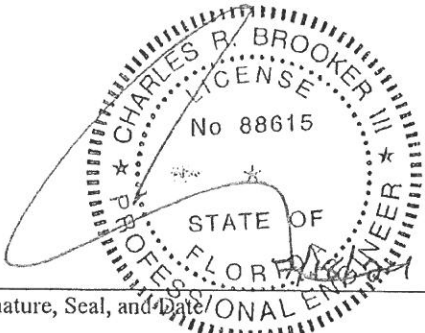
CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

DEP Construction Permit Number: 136414-085
Substantially Complete Portion of Project if Other than Entire Project:

D. Certification by Professional Engineer in Responsible Charge of Inspecting Construction of Project*

I, the undersigned professional engineer licensed in Florida, am in responsible charge of inspecting construction of this project for the purpose of determining in general if the construction proceeds in compliance with the Department of Environmental Protection (DEP) construction permit, including the approved preliminary design report or drawings and specifications, for this project. I, or a person acting under my responsible charge, observed construction of the substantially complete portion of this project and reviewed shop drawings, test results, and record drawings for the substantially complete portion of this project, and based upon said observation and reviews, I certify the following:

- the substantially complete portion of this project is sufficiently complete to be utilized for the purposes for which it is intended;
- the substantially complete portion of this project has been completed in accordance with the DEP construction permit, including the approved preliminary design report or drawings and specifications, for this project; or to the best of my knowledge and belief, the deviations described and explained in Part II of this form will not prevent the substantially complete portion of this project from functioning in compliance with Chapters 62-550 and 62-555, F.A.C.;
- all new or altered public water system components that are included in the substantially complete portion of this project and that must be disinfected and bacteriologically surveyed or evaluated per subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., have been disinfected and bacteriologically surveyed or evaluated in accordance with said subsection or said rule; and
- the record drawings for the substantially complete portion of this project adequately depict the substantially complete portion of this project as constructed and identify the deviations described and explained in Part II of this form.



Charles Brooker P.E. 88615

Signature, Seal, and Date _____ Printed or Typed Name _____ License Number _____

* Whenever a project is designed under the responsible charge of a professional engineer licensed in Florida and is permitted by the Department, construction of the project shall be inspected under the responsible charge of a professional engineer licensed in Florida. If construction of this project is inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D of this form shall be completed, signed, sealed, and dated by the professional engineer in responsible charge. If this project is not inspected under the responsible charge of a professional engineer licensed in Florida, Part III.D does not have to be completed.

CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE TO PLACE PERMITTED PWS COMPONENTS INTO OPERATION

INSTRUCTIONS: This form shall be completed and submitted for projects permitted and constructed under specific Department of Environmental Protection (DEP) construction permits for public water system components, under the DEP's "General Permit for Construction of Water Main Extensions for Public Water Systems," or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems." AFTER COMPLETING, OR SUBSTANTIALLY COMPLETING, CONSTRUCTION OF A PROJECT, OR A PORTION THEREOF, AND BEFORE PLACING THE SUBSTANTIALLY COMPLETE PROJECT, OR PORTION THEREOF, INTO OPERATION FOR ANY PURPOSE OTHER THAN DISINFECTION, TESTING FOR LEAKS, OR TESTING EQUIPMENT OPERATION, complete and submit one copy of this form to the appropriate DEP District Office or Approved County Health Department along with one copy of the following information:

- the portion of record drawings showing deviations from the DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit (note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings);
- bacteriological test results, including a sketch or description of all bacteriological sampling locations, demonstrating compliance with subsection 62-555.315(6), F.A.C., or Rule 62-555.340, F.A.C., if the substantially complete portion of the project includes any new or altered public water system (PWS) components that must be disinfected and bacteriologically surveyed or evaluated per said subsection or said rule;
- analytical test results demonstrating compliance with Part III of Chapter 62-550, F.A.C., or subsection 62-524.650(2), F.A.C., if the substantially complete portion of the project includes any new or altered PWS components that are necessary to achieve, or affect, compliance with said part or said subsection;
- a completed Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, if the DEP construction permit was issued before the effective date of Rule 62-555.525, F.A.C., (9-22-99) and the substantially complete portion of the project creates a "new system" as described under subsection 62-555.525(1), F.A.C.; and
- any other information required by conditions in the DEP construction permit.

All information provided on this form shall be typed or printed in ink. NOTE THAT A SEPARATE CERTIFICATION OF CONSTRUCTION COMPLETION AND REQUEST FOR CLEARANCE IS REQUIRED FOR EACH PERMITTED PROJECT. **DO NOT PLACE ANY NEW OR ALTERED PWS COMPONENTS INTO PERMANENT OPERATION UNTIL THE DEPARTMENT ISSUES WRITTEN APPROVAL, OR CLEARANCE, TO PLACE THE COMPONENTS INTO PERMANENT OPERATION.**



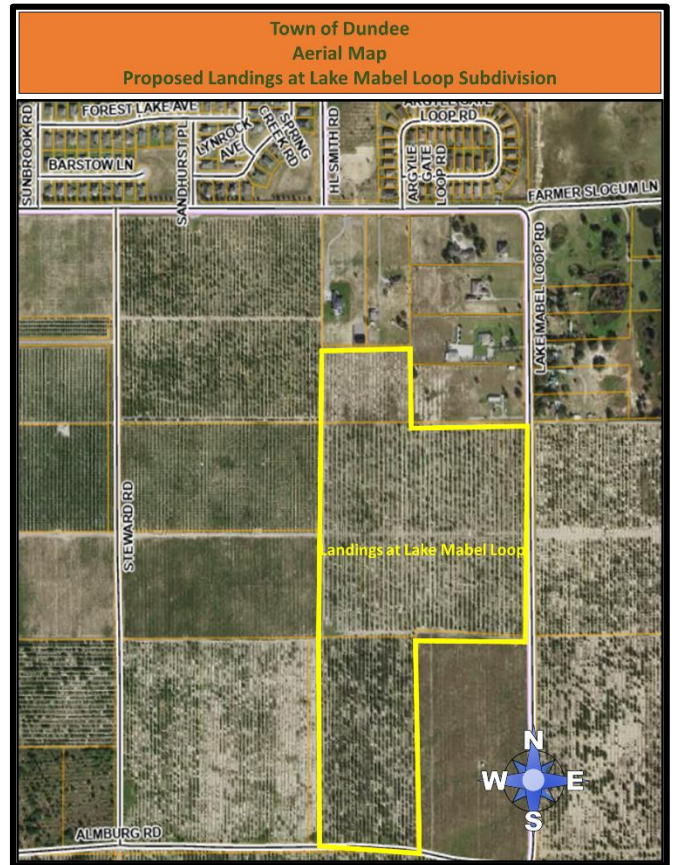
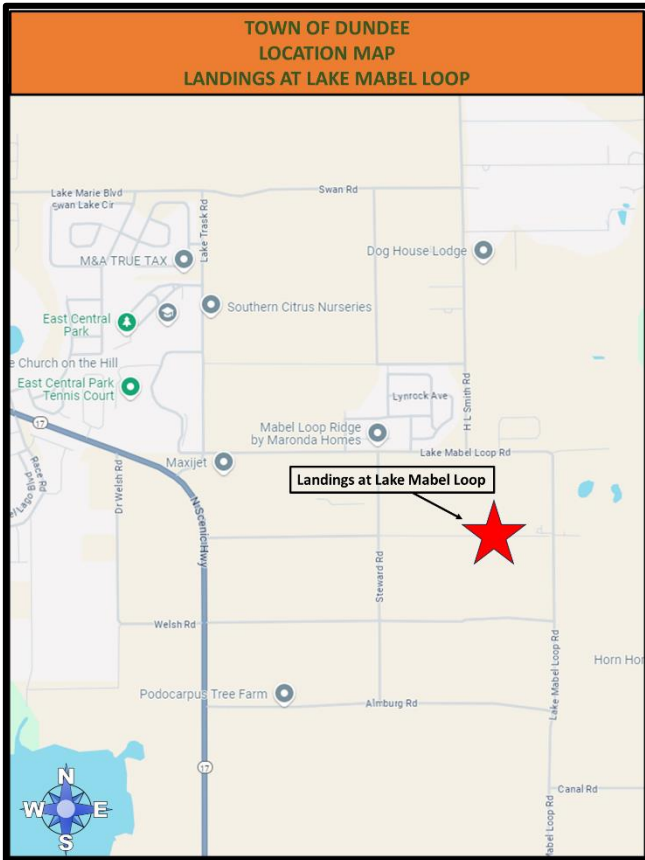
TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** **DISCUSSION & ACTION, RESOLUTION 24-26, LANDINGS AT LAKE MABEL LOOP FINAL PLAT**
- SUBJECT:** The Town Commission will hear Resolution 24-26 for Landings at Lake Mabel Loop Final Plat
- STAFF ANALYSIS:** Poulos & Bennett, LLC (the “Owner” and/or “Applicant”) requests approval of Final Plat for the Landings at Lake Mabel Loop Subdivision for approximately 38.62 +/- acres of land located north of Almburg Rd., west side of Lake Mabel Loop Rd., east of Steward Rd., south of H.L. Smith Rd, in the Town of Dundee, further described as parcels 272835-000000012012, 272835-000000-023020, 272835-000000-021020, and 272835-853050-000071. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning Moderate Density Single-Family Residential (RSF-2).
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 24-26
- ATTACHMENTS:** Staff Report
Resolution 24-26

Town of Dundee Town Commission Staff Report Landings at Lake Mabel Loop Final Plat

To:	Town of Dundee Town Commission
Agenda Date:	October 8, 2024
Department:	Planning and Zoning
Request:	Consider Final Plat for Landings at Lake Mabel Loop Subdivision
Applicant:	Poulos & Bennett, LLC C/O Genevieve La Buda
Property Owner:	KB Home Orlando, LLC
Location:	Located in the Town of Dundee
Area Size & Parcel Number(s)	38.62 +/- acres, 272835-000000-012012, 272835-000000-023020, 272835-000000-021020, 272835-853050-000071
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Director



Town of Dundee
Town Commission Staff Report
Landings at Lake Mabel Loop
Final Plat

BACKGROUND

The Applicant, Poulos & Bennett, LLC is requesting approval of the Final Plat for Landings at Lake Mabel Loop Subdivision a 38.62 +/- acres of land located north of Almburg Rd., west side of Lake Mabel Loop Rd., east of Steward Rd., south of H.L. Smith Rd, in the Town of Dundee, further described as parcels 272835-00000012012,272835-000000-023020,272835-000000-021020, and 272835-853050-000071. The parcels have Future Land Use of Low Density Residential and Zoning of RSF-2- Moderate Density Single Family Residential and **phase 1** consist of **56** Single Family dwelling units.

FINAL PLAT

Per Section 7.01.08 of the Land Development Code, the intent of the Final Plat is to establish a legal record of the plat. Whenever the provisions of this Code have been complied with and while the approval of the certified subdivision plan is in effect, the applicant shall submit the final plat for approval and recording. The final plat shall conform substantially to the approved CSP and, at the option of the subdivider, may constitute only that portion or phase of the approved CSP which is proposed to be recorded at that time. Upon approval of the final plat, the applicant may proceed with obtaining building permits within the subdivision and the plat shall be forwarded by the town clerk to the Board of County Commissioners of Polk County for review and approval in accordance with county procedures. The original plat shall then be submitted to the clerk of the circuit court for recording within the public records of Polk County.

Per Section 7.01.13 of the Land Development Code, approval of the final plat shall not constitute acceptance of any area or facilities offered by said plat for dedication to the Town of Dundee. The Town Commission shall not accept dedication of required improvements nor release nor reduce a performance bond until the town is satisfied that all required improvements have been properly completed and until the engineer or subdivider has certified, through submission of a detailed "as-built" survey plat of the subdivision indicating location dimensions, materials, and other information required by the Town, that the layout of the line and grade of all public improvements is in accordance with construction plans for the subdivision and that a title insurance policy has been furnished to and approved by the Town attorney indicating that the improvements shall have been completed, are ready for dedication to the Town and are free and clear of all liens and encumbrances. Upon such approval and recommendation, the Town Commission shall thereafter accept the improvements for dedication in accordance with the established procedure.

Town of Dundee
Town Commission Staff Report
Landings at Lake Mabel Loop
Final Plat

FINAL PLAT COMMENTS

As required, the Final Plat is substantially similar to the Certified Subdivision Plan (CSP). The applicant submitted all required materials, which were reviewed by the Town staff. The applicant is requesting to bond the outstanding site development improvements.

Consistent with Section 7.01.08 of the LDC, the applicant is requesting the Town Commission's approval of the Final Plat for the Landings at Lake Mabel Loop Subdivision with the conditions as outlined in Resolution 24-26.

CONCURRENCY

Potable water-20,160gpd-**Phase 1 only**
Sewer-15,120gpd
Solid Waste- Polk County 65yrs. available
Transportation-signed off by transportation consultant
Polk County Schools:
 Elementary-12 seats
 Middle-5 seats
 High School-8 seats

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Final Plat for Landings at Lake Mabel Loop submitted by Poulos & Bennett, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbon
TOD Public Works Director-Johnathan Vice
TOD Utilities Director-Tracy Mercer
TOD Utilities Supervisor- Raymond Morales
TOD Development Director-Lorraine Peterson
TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
TOD Consulting Attorney- Seth Claytor of Boswell & Dunlap, LLP

Town of Dundee
Town Commission Staff Report
Landings at Lake Mabel Loop
Final Plat

MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 24-26**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.
2. I move the Town Commission **approve with conditions Resolution 24-26**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.
3. I move the Town Commission **deny Resolution 24-26**, a resolution for the Final Plat of Landings at Lake Mabel Loop Subdivision, a request by the applicant Poulos & Bennett, LLC.

Attachments:

Landings at Lake Mabel Loop Plat

Developers Agreement

Water Allocation Agreement

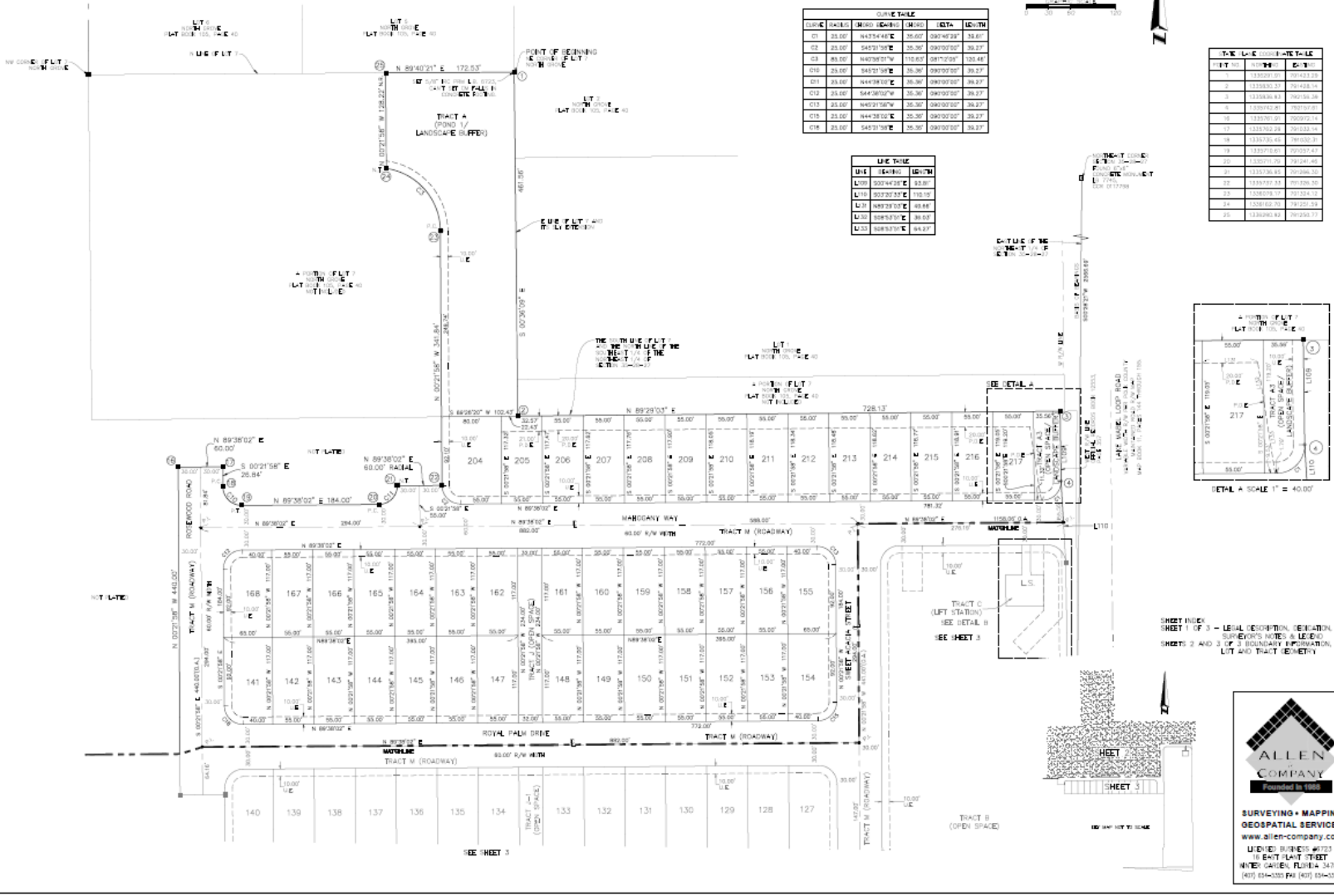
Resolution 24-26

Town of Dundee Town Commission Staff Report Landings at Lake Mabel Loop Final Plat

LANDINGS AT LAKE MABEL LOOP PHASE 1

SHEET 2 OF 3 PLAT BOOK _____ PAGE _____

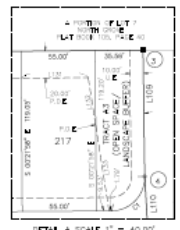
RELATING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105, PAGE 40
OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND
LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST,
TOWN OF DUNDEE, POLK COUNTY, FLORIDA



LINE	BEARING	DISTANCE	AREA	PERIMETER
L1	N 89°40'21" E	175.55'		
L2	S 02°21'58" E	25.84'		
L3	N 89°38'02" E	184.00'		
L4	S 02°21'30" E	50.00'		
L5	N 89°29'03" S	728.13'		
L6	S 02°21'30" E	50.00'		
L7	N 89°29'03" S	728.13'		
L8	S 02°21'30" E	50.00'		
L9	N 89°29'03" S	728.13'		
L10	S 02°21'30" E	50.00'		
L11	N 89°29'03" S	728.13'		
L12	S 02°21'30" E	50.00'		
L13	N 89°29'03" S	728.13'		
L14	S 02°21'30" E	50.00'		
L15	N 89°29'03" S	728.13'		
L16	S 02°21'30" E	50.00'		
L17	N 89°29'03" S	728.13'		
L18	S 02°21'30" E	50.00'		
L19	N 89°29'03" S	728.13'		
L20	S 02°21'30" E	50.00'		
L21	N 89°29'03" S	728.13'		
L22	S 02°21'30" E	50.00'		
L23	N 89°29'03" S	728.13'		
L24	S 02°21'30" E	50.00'		
L25	N 89°29'03" S	728.13'		
L26	S 02°21'30" E	50.00'		
L27	N 89°29'03" S	728.13'		
L28	S 02°21'30" E	50.00'		
L29	N 89°29'03" S	728.13'		
L30	S 02°21'30" E	50.00'		
L31	N 89°29'03" S	728.13'		
L32	S 02°21'30" E	50.00'		
L33	N 89°29'03" S	728.13'		
L34	S 02°21'30" E	50.00'		
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L36	S 02°21'30" E	50.00'		
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L96	S 02°21'30" E	50.00'		
L97	N 89°29'03" S	728.13'		
L98	S 02°21'30" E	50.00'		
L99	N 89°29'03" S	728.13'		
L100	S 02°21'30" E	50.00'		

LINE	BEARING	DISTANCE
L101	N 89°29'03" S	728.13'
L102	S 02°21'30" E	50.00'
L103	N 89°29'03" S	728.13'
L104	S 02°21'30" E	50.00'
L105	N 89°29'03" S	728.13'
L106	S 02°21'30" E	50.00'
L107	N 89°29'03" S	728.13'
L108	S 02°21'30" E	50.00'
L109	N 89°29'03" S	728.13'
L110	S 02°21'30" E	50.00'
L111	N 89°29'03" S	728.13'
L112	S 02°21'30" E	50.00'
L113	N 89°29'03" S	728.13'
L114	S 02°21'30" E	50.00'
L115	N 89°29'03" S	728.13'
L116	S 02°21'30" E	50.00'
L117	N 89°29'03" S	728.13'
L118	S 02°21'30" E	50.00'
L119	N 89°29'03" S	728.13'
L120	S 02°21'30" E	50.00'

LINE	BEARING	DISTANCE
L121	N 89°29'03" S	728.13'
L122	S 02°21'30" E	50.00'
L123	N 89°29'03" S	728.13'
L124	S 02°21'30" E	50.00'
L125	N 89°29'03" S	728.13'
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L131	N 89°29'03" S	728.13'
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L135	N 89°29'03" S	728.13'
L136	S 02°21'30" E	50.00'
L137	N 89°29'03" S	728.13'
L138	S 02°21'30" E	50.00'
L139	N 89°29'03" S	728.13'
L140	S 02°21'30" E	50.00'



SHEET INDEX
SHEET 1 OF 3 - LEGAL DESCRIPTION, ELEVATION, SURVEYS NOTES & LEGEND
SHEETS 2 AND 3 OF 3 BOUNDARY INFORMATION, LOT AND TRACT IDENTIFICATION



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RESOLUTION NO. 24-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "LANDINGS AT LAKE MABEL LOOP PHASE 1" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVERNER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: South and West of Lake Mabel Loop Road, East of Stewart Road, North of Almburg Road in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071; and the total area covered by this request is approximately 65.61± acres)

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 November 8, 2022, at a duly noticed public meeting, the Town

Town of Dundee
Resolution No. 24-26
Landings at Lake Mabel Loop Phase 1

Commission of the Town of Dundee (the "Town Commission") approved and passed Resolution No. 22-49 (the "Resolution") conditionally approving the Certified Subdivision Plan ("CSP") for the proposed *Landings at Lake Mabel Loop Subdivision* (the "Subdivision"); and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, **KB Home Orlando, LLC** (the "Owner" and/or "Applicant"), an active Delaware limited liability company authorized to transact business in the State of Florida, is the owner of the of the below-described lands and has submitted that certain plat entitled *Landings at Lake Mabel Loop Phase 1* (the "Plat") for approval for filing by the Town Commission in accordance with Chapter 177 of the Florida Statutes, Section 7.01.00 of the Town of Dundee Land Development Code (the "LDC"), and the Resolution (see **Exhibit "A"**); and

WHEREAS, the Subdivision is to occur on approximately 65.61 +/- acres which are located South and West of Lake Mabel Loop Road, East of Stewart Road, North of Almburg Road in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071 (collectively referred to as the "Property"); and

WHEREAS, copies of the Plat, location map, and boundary survey for the Subdivision are attached hereto as **Composite Exhibit "B"** and made a part hereof by reference; and

WHEREAS, pursuant to applicable law and the Resolution (see **Exhibit "A"**), upon acceptance by the Town Engineer of all subdivision improvements, or the Town's acceptance of a performance surety, the Applicant may present a final plat to the Town Commission for approval; and

WHEREAS, the Owner requests that the Plat for the Subdivision be approved by the Town Commission prior to all the dedicated and required infrastructure and/or improvements being satisfactorily installed and/or constructed; and

WHEREAS, the Owner has provided an acceptable performance bond (the "Bond") in the amount of 125% of the estimated cost of all required and/or publicly dedicated and required infrastructure and improvements onsite and offsite in favor of the Town of Dundee; and

WHEREAS, copies of the Bond and Engineer's Cost Estimate are attached hereto as **Composite Exhibit "C"** and made a part hereof by reference; and

WHEREAS, the Bond (see **Composite Exhibit "C"**) ensures the completion of

the dedicated and required infrastructure and improvements for the Subdivision as shown on the Plat (see **Composite Exhibit “B”**) in accordance with applicable Florida law, the requirements and standards set forth by the LDC and Town of Dundee Code of Ordinances, and the Resolution (see **Exhibit “A”**); and

WHEREAS, the Plat was reviewed by Town staff and Town consultants and, pursuant to said technical review, determined to meet the requirements of Chapter 177 of the Florida Statutes and applicable provisions of the Resolution (see **Exhibit “A”**), the LDC, and Town of Dundee Code of Ordinances; and

WHEREAS, on October 22, 2024, pursuant to Florida law, applicable provisions of the Resolution (see **Exhibit “A”**), the LDC, and the Town of Dundee Code of Ordinances, the Owner requested and that the Town Commission review and conditionally approve the Plat (see **Composite Exhibit “B”**) for filing; and

WHEREAS, on October 22, 2024, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Plat (see **Composite Exhibit “B”**) for conditional approval and recording; and

WHEREAS, pursuant to the LDC and Florida law, the Town Commission may by resolution, approve the Plat and dedication(s), and/or conditionally approve the Plat and dedications (see **Composite Exhibit “B”**); and

WHEREAS, on October 22, 2024, the Town Commission found that conditional approval of the Plat (see **Composite Exhibit “B”**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, the Resolution (see **Exhibit “A”**), and the Town of Dundee Land Development Code; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 24-26** 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 No. 24-26** 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. Plat Acceptance.

The applicant, **KB Home Orlando, LLC** (the "Owner" and/or "Applicant"), an active Delaware limited liability company authorized to transact business in the State of Florida, is the owner of the real property and/or lands more specifically described in **Composite Exhibit "B"** which is attached hereto and incorporated herein by reference.

Pursuant to the Resolution (see **Exhibit "A"**) and applicable law, the Applicant has provided a performance bond (the "Bond"), which is attached hereto as **Composite Exhibit "C"** and made a part hereof, issued by the Harco National Insurance Company in the amount of **\$2,444,777.50**, or 125% of the cost of all outstanding dedicated and required infrastructure, improvements, and offsite infrastructure in favor of the Town of Dundee, Florida, in order to ensure completion of all dedicated and/or required infrastructure and improvements within the proposed *Landings at Lake Mabel Loop Phase 1 Subdivision* (the "Phase 1 Subdivision") and shown on the Plat (see **Exhibit "A"**) being approved for filing herein.

Further, the Engineer's Certified Estimate of Cost(s) (see **Composite Exhibit "C"**) for completing said infrastructure and improvements is in the amounts as presented by an authorized representative of the Owner/Applicant and approved by the Town's Engineering consultant, as more specifically identified on **Composite Exhibit "C"** attached hereto and incorporated by reference..

That certain final subdivision plat entitled *Landings at Lake Mabel Loop Phase 1* (the "Plat"), as depicted and described in **Composite Exhibit "B"** and attached hereto and incorporated by reference, was presented to the Town Commission on October 22, 2024. On October 22, 2024, the Town Commission, at a duly noticed public meeting, reviewed the Plat for filing, conditionally approves the Plat, and authorizes the Mayor and Town Clerk to sign the copy of the Plat to be recorded.

Section 3. Conditions. Approval of the Plat (see **Composite Exhibit "B"**) is conditioned, as follows:

(a) The Town of Dundee does not accept the utility systems for the subject lands which includes, but shall not be limited to, water and wastewater systems until all such systems as may be constructed and/or noted by the Resolution (see **Exhibit "A"**) and on the Plat (see **Composite Exhibit "B"**) have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to Town standards.

(b) The Town shall not issue any *certificates of occupancy* (CO) for any structures constructed in and/or for the Phase 1 Subdivision, which is the subject of

the Plat (see **Composite Exhibit “B”**), unless and until all such street(s), utility system(s), and other required infrastructure, improvements, and/or dedicated improvements are constructed in strict accordance with the construction plans approved by the Town, are fully operational pursuant to Town standards, and have been accepted by the Town in accordance with the requirements set forth and/or required by the Resolution (see **Exhibit “A”**), the LDC, Town of Dundee Code of Ordinances, and applicable Florida law.

(c) All surface and/or storm water systems for the Phase 1 Subdivision, as shown on the Plat (see **Composite Exhibit “B”**), being approved for filing herein shall be dedicated to the Homeowners Association established by or on behalf of the Phase 1 Subdivision which, along with the developer, shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems, including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it will not accept said surface and/or storm water systems.

Section 4. Authorization.

The Town Manager, or her designee, is hereby authorized to take any and all necessary further action(s) to effectuate the acceptance of the infrastructure and required infrastructure and improvements for the Phase 1 Subdivision which includes, but shall not be limited to, negotiating and executing any documentation necessary and incidental to the acceptance and approval of the infrastructure and/or required improvements more specifically identified by the Plat (see **Composite Exhibit “B”**).

Section 5. Conflicts.

All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.

Section 6. Severability.

The provisions of this **Resolution No. 24-26** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 24-26**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 24-26**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 24-26** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this

Resolution No. 24-26 shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 24-26** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 24-26**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 24-26**, 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 7. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 24-26** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 24-26** 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 8. Effective Date.

This Resolution No. 24-26 shall take effect upon passage and shall remain valid for one (1) year from the date of passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 22nd day of October 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Lita O'Neill, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney
Resolution No. 24-26

Exhibit "A"

Composite Exhibit “B”

Composite Exhibit "C"

RESOLUTION NO. 22-49

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE LANDINGS AT LAKE MABEL LOOP SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR THE LANDINGS AT LAKE MABEL LOOP; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Landings at Lake Mabel Loop Subdivision (the "Subdivision") is to occur on approximately 65.61 +/- acres which are located south and west of Lake Mabel Loop Road, east of Stewart Road, north of Almburg Road in Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers parcels 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071 (collectively referred to as the "Property"); and

WHEREAS, the location map for the Property is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, on November 08, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code ("LDC"), Mr. David Waronker (the "Applicant") submitted a Certified Subdivision Plan (the "CSP") for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, on April 13, 2021, at a duly notice public meeting of the Town Commission of the Town of Dundee, the Town Commission approved a credit for 2.75 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 217 single-family lots and 2.75 +/- acres of recreational land to be owned and maintained by a Home Owner's Association; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 2

WHEREAS, pursuant to the technical review performed by the Town and/or Town's consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provision of the Code of Ordinances of the Town of Dundee, a development order and/or development permit will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Landings at Lake Mabel Loop Certified Subdivision Plan (the "CSP") is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Landings at Lake Mabel Loop Subdivision (the "Subdivision") is located south and west of Lake Mabel Loop Road, east of Stewart Road, north of Almburg Road in

Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers 272835-000000-012010, 272835-000000-021020, 272835-000000-023020, and 272835-853050-000071 (collectively referred to as the "Property").

3. The Property is depicted by the location map which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the LDC, a developer's agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town's water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, the technical review comments (the "Comments") provided by the Town's consultants related to the CSP and Subdivision shall be satisfied and accepted by the Town and/or Town's consultants.
 - d. Copies of the Comments are attached hereto as **Composite Exhibit "C"** and incorporated herein by reference.
 - e. Unless the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the CSP shall not be considered complete for the purpose of providing a basis upon which a final plat may be considered for approval by the Town Commission of the Town of Dundee.

5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town's ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.
6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

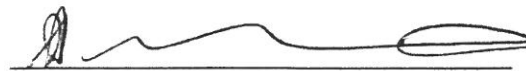
- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's

agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Landings at Lake Mabel Loop Certified Subdivision Plan.
- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

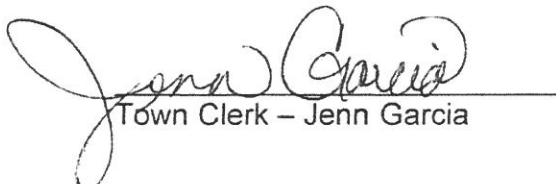
INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 8th day of November, 2022.

TOWN OF DUNDEE



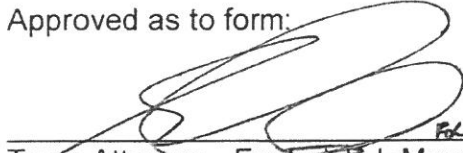
Mayor – Sam Pennant

ATTEST:


Town Clerk – Jenn Garcia

Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 6

Approved as to form:



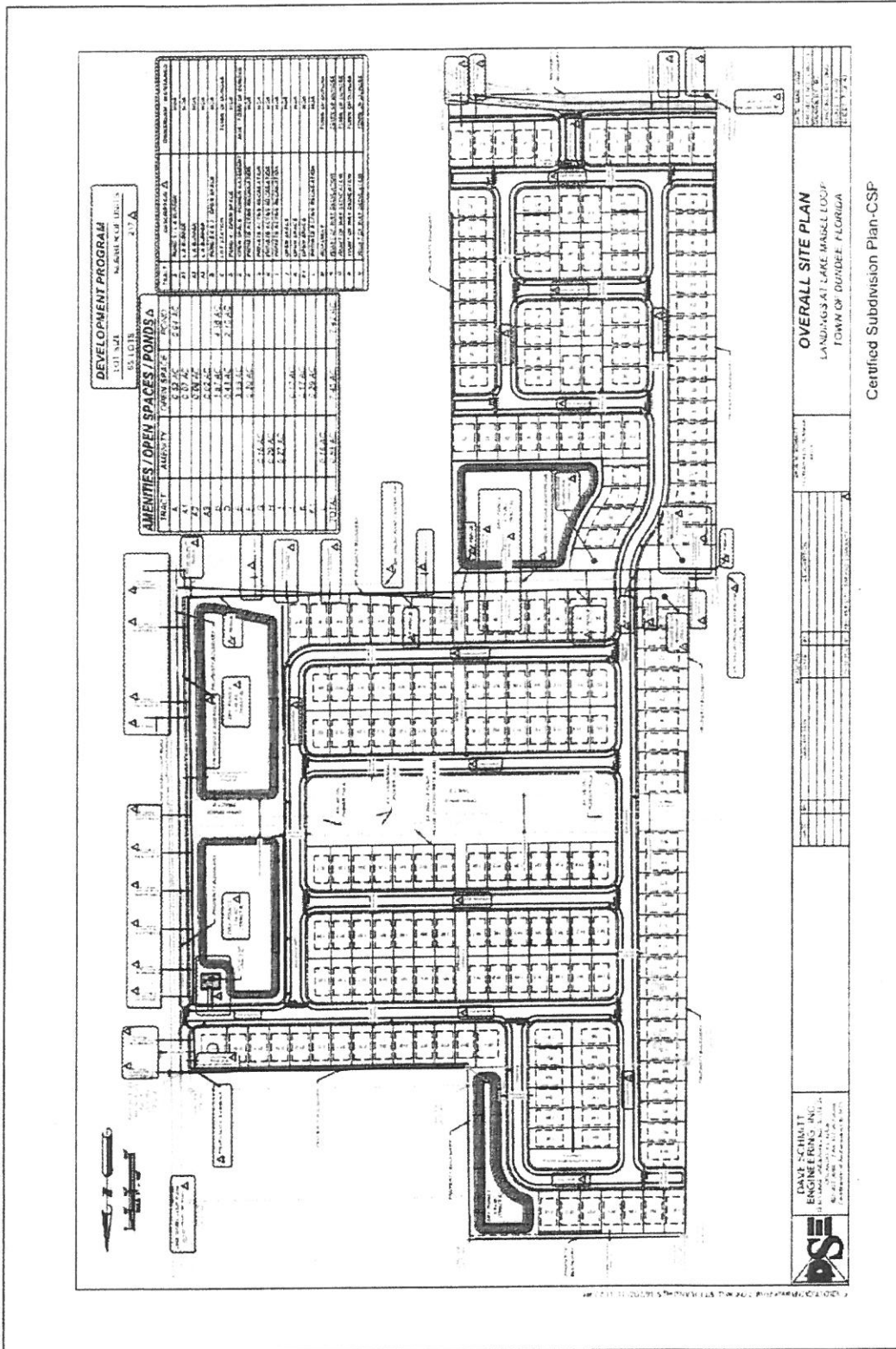
Town Attorney – Frederick J. Murphy, Jr.

Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 7


RESOLUTION 22-49 EXHIBIT A LOCATION MAP



**RESOLUTION 22-49 EXHIBIT B
 CERTIFIED SUBDIVISION PLAN**



**RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS**

 **Town of Dundee**
124 Dundee Blvd. • P.O. Box 1000 • Dundee, Florida 33516 • (813) 486-3333 • Fax (813) 486-3328

DEVELOPMENT SERVICES

July 18, 2022

RECEIVED JUL 18 2022

Landing at Lake Mabel Loop
 Dave Schmitt, P.E.
 Dave Schmitt Engineering, Inc.
 12301 Lake Underhill Road, Suite 2-11
 Orlando, FL 32828

RE: FIRST RESPONSE AT LAKE MABEL LOOP

Dear Mr. Schmitt

Please review the following comments for Landing at Lake Mabel Loop Subdivision Plan:

PLANNING DEPARTMENT COMMENTS:
No Comment

PUBLIC WORKS DEPARTMENT COMMENTS:
No Comment


FIRE DEPARTMENT COMMENTS:
No Comments

TOWN ENGINEER CONSULTANT COMMENTS:
See Attachment

TOWN TRAFFIC ENGINEER CONSULTANT COMMENTS:
No Comment

TOWN LEGAL DEPARTMENT COMMENTS:
No Comment

Please submit your detailed response in its entirety to the Dundee Development Services Building and/or e-mail to Tandra Davis and Brenda Carter.

Kiyd Reardon

 Brenda Carter
 Development Services Clerk
 Town of Dundee
 124 Dundee Rd
 Dundee, FL 33838
 bcarter@townofdundee.com
 863-438-8330 Ext. 124

Attachments: Rayl Engineering comments dated July 12, 2022.

Cc: Marisa Bamby, AICP
 Jenn Garcia, Assistant Town Manager/City Clerk
 Tandra Davis, Town Manager

David Waronker
 1420 Celebration Blvd., Suite 200
 Celebration, FL 34747

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Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
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RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS

RAYL
ENGINEERING &
SURVEYING, LLC
Glenn Claver

RECEIVED JUL 12 2022

July 12, 2022
Mr. Sandra Davis
Town Manager
Town of Dundee
202 East Main Street
Dundee, FL 33838
888-438-8130
sandra@townofdundee.com

RE: Landings at Lake Mabel Loop Residential Certified Subdivision Plan review comments
RCS #: 22-102

Dear Mr. Davis,

We have reviewed the above referenced residential subdivision plan in accordance with Town Code 7.01.07 (CSP review) and 3.06.09 (stormwater), and have the following comments.

Comments per Town Code 7.01.07 are indicated on the attached checklist of required items.

Comments per Town Code 3.06.09 are indicated on the attached checklist of required items.

Other comments:

- In many places, inadequate sediment space has been provided for the stormwater pool in the agreement to be maintained. Elements must be a minimum width of 20 feet, a depth of 2 feet, and a minimum diameter of 2 feet on each side. (2 depth minimum). Please review the attached checklist for more details. Minimum sediment width is 20 feet. Elements must be a minimum width of 20 feet, a depth of 2 feet, and between lot 7A and 7B/7C, but all elements should be reviewed and corrected as needed.
- All 10-mesh screens located within individual lots shall be located within 20-foot easement width and other width requirements based on page 20/21, as detailed above.
- Many of the stormwater and sanitary sewer pipes seem unnecessarily deep. Town preference is that pipes and manholes should be maximum 11 feet deep unless unavoidable. Please review all pipe depths and manhole depths to the extent desirable. Use drop manholes and add flow numbers with grade break if necessary.
- Multiple retention curb returns do not show grades that will result in positive drainage around the curb return and will result in ponding at some locations on the curb return. E.g., at the handicap access ramp in several instances. An example of this is at the southeast curb return of the intersection of Rosewood Road with Sun Pine Street, shown on Sheet 9 of 13. Please review all intersections and curb return grades and revise as necessary to ensure positive drainage at all points.

810 E. Main Street • Barlow, FL 33830 • (888) 438-8130 • glenn@rayl-engineering.com
www.rayl-engineering.com


RAYL
ENGINEERING &
SURVEYING, LLC

- In several locations leading into the storm ponds, larger pipe sizes of 30", 36", 42" and 48" diameter are called out. Please review the use of the structures to which these pipes connect to be sure the structure type called for fits in those pipe sizes. It appears that some of the structures called for are too small for the pipes they must serve.
- Similarly, please review minimum manhole diameters for deep manholes. The notes in the stormwater ponding map show diameter requirements for deeper manholes. Minimum manhole manhole diameter shall be 48 inches for up to 11 feet deep, 60 inches for up to 18 feet deep, 72 inches for greater depths. (Town Code Specs 3.4.4.1)
- Please add Haines City details to the plan set for all items referenced in the construction sheet or notes. Include annotations and/or supplementary details where necessary to make clear any modifications necessary to make the standard detail work on this project.
- When using Haines City details, please change logo notes to specify Town of Dundee in place of Haines City. Add note that all logs in any constructed items shall be Town of Dundee logo.
- Change all references to Haines City to The Town of Dundee.
- Please remove references to "Traditional Subdivision Plan" throughout the plan set.
- The information for water levels in the various ponds in the plan set does not match the information in the Drainage Calculations booklet that was part of the submittal. E.g., catch pond water levels are equal to the design storm. Please review these elevations and the underlying calculations to ensure that the information shown on the plans reflects the actual calculations for the same water level. Please also review the notes on the map that refer to the use of the design storm for the stormwater ponding map. The design storm to which heights are correct. After the ponding profiles and calculations have been submitted, they will be reviewed further.
- On the location map on Sheet 1, please change "City Limits" to "Town Limits." Similarly, throughout the plan set, please replace the word "City" with "Town" whenever referring to the Town of Dundee.
- On Sheet 2, existing well #17 (Permit #197) is stated to be abandoned and plugged and is correctly conveyed to the floor of Dundee. Please provide evidence that the capacity for this well has been completed.
- On Sheet 6, in the "Overlymph/Pool enclosure" section, please remove the note that two structures that require submission to the Historical Review Board "Dundee does not have a HRB. This note may have come from Haines City requirements. Haines City does have a HRB, Dundee does not.
- On Sheet 7, please provide the required 10-foot landscaped buffer along the rear of lots 4A and 5B, which back up to the Future With Road.
- The note on the east of the project that the proposed "Dr. Weir's Pond" was to become the retention of a stormwater pond is not shown on the plan. Please remove the "Dr." from the location of this pond to better reflect its location on the plan set.

810 E. Main Street • Barlow, FL 33830 • (888) 438-8130 • glenn@rayl-engineering.com
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Resolution 22-49
Landing at Lake Mabel Loop Certified Subdivision Plan (CSP)
Page 11

RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS



17. Retaining walls are allowed up to a maximum height of 5 feet. The plans show retaining walls up to 9 feet high. Please review the plans and adjust as needed.

18. Provisions for collecting and conveying runoff at retaining walls from the upper lot to the lower lot must be shown on the CSP plans. The walls themselves fall under separate building permits, but related drainage and erosion-protection facilities must appear on the CSP.

19. Please review and confirm that the current CSP layout provides at least the amount and each type of recreational and open space that was approved by the Commission early in the subdivision process. In your review to this question please provide both the original approved figures and the revised figures for each type of recreational and open space provided.

20. The landscape plans do not show all required landscape buffers. Please review accordingly.

21. All signs (including ditch signs) sweeper than 48" x 14" shall be sodded for erosion control.

22. On the plan views on plan and profile sheets, please label the intersecting streets and provide cross reference to other plan and profile sheets to ease navigation through the set, e.g., "Use Oak Lane -- see sheet 02."

23. In all locations, please review the depth of underground lots and sets to ensure depth wherever possible. In several cases the pipes and structures seem unnecessarily deep. One example of this is on sheet 23, where the stormwater structures and pipes from structure D-32 to the pond seem deeper than needed. Please review and revise as necessary. Town of Dundee preference is that structures and pipes should be less than 12 feet deep unless unavoidable.

24. Please provide evidence that the plans have been reviewed and passed by the power company which owns and operates the overhead power line installation that crosses the site. Particular attention should be given to what users are allowed within the 100-foot wide easement area.


25. Please provide details for what is proposed at the water meter connection points shown on sheet 15, showing existing facilities and what means and materials are proposed for use in making the connection, i.e., hot tap, cold tap, whaling, connection manhole, etc.

26. In the water system calculations, the summary description and the flow rates both state the hydrant C grade used in the calculations is 114.80, however, on the system schematic sheet labeled "WaterCAD Exhibit," the hydrant's elevation is 113.85. Please clarify the actual hydraulic grade being used for calculations, review the calculations, and submit for review.

27. In the water system calculations, the fire flow is stated to be 1500 gpm, but is shown as the sum of flow from two 750 gpm hydrants. Double fire requires a minimum hydrant flow of 1000 gpm from each hydrant for 30 minutes if minimum residual pressure of 20 psi. Please review and revise the calculations accordingly.

28. In the water system calculations, some of the signs make reference to "fireflow at #24 & #25," but there are no hydrants bearing those numbers. Please review and revise accordingly to the sheet and the system depicted in the design plan match.

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29. Hydrants shall be spaced a maximum of 500 feet apart, measured as fire hose would be laid. It appears that not all the hydrants on the plans meet this criteria. One example is the distance between hydrant 9 to hydrant 18. Please review all hydrant locations and revise the plans as needed so hydrants are no farther apart than 500 feet.

30. Please provide details for all constructed items, e.g., the "T" PVC pole w/ "C" cap" labeled as related to the required tracer wire over the effluent water line. It is not clear from the note exactly what is proposed at these locations.

31. Please provide details for what is proposed at the sanitary sewer force main connection point shown on sheet 15, showing existing facilities and what means and materials are proposed for use in making the connection, i.e., hot tap, cold tap, whaling, connection manhole, etc.

32. Provide stationed profiles for the effluent water and sanitary sewer force main pipe routes from the points of departure from the project site to the plants of connection to existing facilities, and include the locations for air/void release valves as required at any high points. The force main profile should show the force main profile at it leaves the elevated lift station s/d, including where the force main elevation drops down 3 feet +/- to the grade of the adjacent Lake Mabel Loop Road pipe route.

33. All utility crossings of Lake Mabel Loop Road shall be performed via directional bore installation. Open cut of Lake Mabel Loop Road is not allowed.

34. The lift station and force main calculations do not appear to take into account the back pressure that will be encountered at the lift-in point to the existing 16" force main, which is stated in the submitted email from Clifton Bernard of the Town of Dundee to be 30 psi. Please review, clarify, and revise the calculations as required to take this factor into account. Resubmit for review.

35. The generic plan view on the lift station drawing sheet 42 does not depict the actual size where the lift station is to be located. Please revise sheet 42 to show the lift station installation plan as it will actually be located on the project site. Provide a scaled installation site plan with dimensions for the lift station, pump, valves and generator from the adjacent property lines shown, to verify that the station as designed will fit into the proposed site location.

36. Some of the labeling on the lift station sheet is incorrect. In the table of elevations and sizes, next to the 10' figure for dimension "B," the label says "to 8' LD." Similarly on section A-A, the arrow for dimension "L," which is elsewhere labeled as "lowest invert elevation," is pointing to the top of the station inlet pipe. Please review all dimensions and labels and correct as necessary.

37. On lift station sheet 47, in the yard plan, please add specifications and thickness for the yard area slab ("area to be concreted") and manage the yard above to direct the disposition to be to the town of Dundee.

38. On generator sheet 43, the generator using sheets in the upper right corner appear to state that they represent a generator suited for 2 - 10hp pumps. The lift station sheet lists the pumps are 2 - 15hp pumps. Please review and correct if necessary. Note also that the review requested under note 31 above may result in a change to the pump specifications, which in turn could also affect the generator sizing.

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RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS



Please review the plans accordingly and provide a detailed residential letter outlining all responses to comments contained in this letter and its attachments. After the residential is received addressing the above comments, additional review will occur, and there will likely be additional comments provided.

Signature

Alma Chan

Alma Chan
Senior Project Manager
Rayl Engineering and Surveying, LLC

Attachments: Town Code comment requirements checklist, annotated
CC: Marita Barrios, CRBC

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Landing at Lake Mabel Loop / RES 22-49

TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN (CSP) COMMENT REQUIREMENTS CHECKLIST

Per Town Code 7.21.03, the following items of content must be included in the Certified Subdivision Plan.

- The CSP shall be substantially similar to the PSP and shall be drawn to a scale of not more than one inch = 50 feet.
- The size of sheets shall be 24 inches by 36 inches.
- CSP had content, in addition to the data provided on the PSP, the following:
 - Name, address, and seal of registered engineer and surveyor responsible for the plan and accepted data
 - All existing fire hydrants, underground and aboveground (dikes or on or adjacent to the proposed subdivision)
 - All existing lawns on or adjacent to the tract, including name, functional classification, right-of-way width and pavement width. Existing lawns shall be dimensioned to the tract boundaries. All subdivisions shall have safe and adequate access and no subdivision shall have access of footage on a subdivision street.
 - Existing and proposed contours shown at not more than one-foot intervals and shall be extended a minimum of 100 feet beyond the boundaries of the proposed plat. USGS contour shall be used with measurements shown on the plan. *NAME: 1047171 DELIMITING SHY TRIP PLAT*
 - The design showing streets with proposed street names and functional classification, lot lines, utility access and service lines. *NAME: 1047171 DELIMITING SHY TRIP PLAT*
 - Typical roadway construction and details shall be provided including all information for street and sidewalk construction. *FLORIDA AASHTO ROADWAY DESIGN SPECIFICATIONS 1994 EDITION*
 - Neatly printed and clearly legible, and processed underground construction along the street containing boundary data shall be at intervals of no less than 30 feet.
 - A permit or permits from the jurisdiction permitting the proposed subdivision to be located in the county, or local roadway. *FLORIDA AASHTO ROADWAY DESIGN SPECIFICATIONS 1994 EDITION*
 - Natural features within and adjacent to the proposed plat, including drainage channels, bodies of water, wetlands, wildlife habitat, and other significant features.
 - Jurisdictional wetlands shall be clearly delineated and surveyed, signed and sealed by a registered land surveyor.
 - On all easements leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the approximate drainage area and associated name above the point of entry shall be noted.
 - Description and description of any portion of the site within the 100-year floodplain, based on calculations recognized by FEMA as the most recent and accurate available. Where a portion of the site is known or suspected to be within the 100-year flood area, and a FEMA report or town floodplain overlay is not sufficiently precise, an engineering analysis shall be required. Such analysis shall be performed by a registered engineer.
 - All information needed to construct drainage and stormwater management facilities, including complete cross sections and complete calculations based on design criteria established in relevant sections of the Code, including one-way, two-way and flood control. This information shall be signed and sealed by a registered engineer. Accompanying these data shall be a plan of the proposed stormwater management system, including all structures, appurtenances, and other details. *FLORIDA AASHTO ROADWAY DESIGN SPECIFICATIONS 1994 EDITION*
 - Unless plan, detailing public and private water and wastewater treatment facilities, wastewater effluent reuse lines, location of inlets, valves, pumps, the hydrants, manholes, pump stations and other data is not

RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS

Per Town Code 3.06.00, numerous forms must be addressed as part of the project submittal system design. Make that these requirements are to be followed by the applicant and the contractor.

Public facilities existing or to be located within the plot boundaries or within 100 feet of the proposed plot including streets, bridges, culverts, utility lines, power transmission lines, 22 substations, public and/or common areas including park areas, structures and other public structures and facilities.

Notes to be placed on the final plan which indicate arrangements for connecting and/or maintenance of streets, alleys, or other common property or facilities. In the event the plot includes open space, easements, encroachments or other encumbrances to be owned and used in connection with the development, a plot note shall be added requiring the creation of a homeowners or property owners association which shall be responsible for such facilities. PLEASE ADD NOTES TO THE PLAN.

Per Town Code 3.06.00, numerous forms must be addressed as part of the project submittal system design. Make that these requirements are to be followed by the applicant and the contractor.

Protection from 50-year, 24-hour storms in addition to the system being designed for the 25-year, 24-hour storm storm (1.06.00) - please provide a 50-year routing calculation, showing that adequate freestand and top-of-bank elevations are provided during a 50-year, 24-hour storm.

Street drainage shall be designed to a stormwater management system of sufficient capacity to retain at least the stormwater runoff from each drainage area for a 25-year, 24-hour storm event.

Existing lakes shall not be used as detention areas.

Positive drainage facilities shall be provided for all detention areas to handle the runoff from storms which exceed the 75-year, 24-hour storm in duration and severity.

All retro-vegetation areas shall be sited in accordance with town regulations, and should be planted in trees, shrubs, or other growing plants that are large volumes of native plants. PLEASE ADVISE ANY OTHER PLANTS THAT ARE BEING PLANTED IN THESE AREAS.

All drainage systems that require topographical information shall be provided to the applicant. Treatment facilities shall be designed by a Florida registered engineer to treat adequately the stormwater runoff resulting from retro-vegetated areas of the maximum size and type permitted for the site at a 25-year, 24-hour duration resulting from retro-vegetated areas. The first inch of rainfall from each storm shall be retained and infiltrated into the ground (detention) and the remaining runoff shall be treated in a detention basin. The detention basin shall be designed to a 25-year, 24-hour storm event. The detention basin shall be designed to a 25-year, 24-hour storm event. The detention basin shall be designed to a 25-year, 24-hour storm event. The detention basin shall be designed to a 25-year, 24-hour storm event.

Light grading. Street shall be spaced to be to accept 100 percent of design runoff. Typically, the maximum allowable gutter run will be 1,000 feet on streets with standard curb and gutter, and 500 feet on streets where flared curbs are used.

Native vegetation. Should the project include any areas of native vegetation, the applicant shall provide a detailed site plan showing the location, extent, and condition of such vegetation. The applicant shall also provide a detailed site plan showing the location, extent, and condition of such vegetation. The applicant shall also provide a detailed site plan showing the location, extent, and condition of such vegetation.

All streets, alleys, or easements shall have sufficient right-of-way provided to allow for the installation of the street lighting, a minimum of 10-foot maintenance berm on each side and a 15-foot property setback adjacent to the installation. Access adjacent to the street and easements shall be graded in such a manner as to produce the entrance of excessive runoff except as indicated in the drawings.

The maximum slope shall be limited to 3:1, with the top ditch bank rounded off. The maximum bottom width of ditch ditches and canals shall be 10 feet.

All runoff from each individual unit must be handled to a point of positive outlet. No design of an individual unit shall be dependent upon the ultimate installation of a future unit.

Where an existing outlet is being utilized and the capacity to handle any additional runoff is in question, such as support the design shall be included in the analysis. All ditches shall be sized using accepted engineering practices. In all cases, sufficient engineering data giving drainage area, velocity, and depth of flow is to be included in the drainage analysis.

Unless unable to verify existing and conditions indicate that a lower design velocity is desirable, or unless otherwise indicated, the maximum allowable velocity shall be the first per second. The maximum velocity shall be the first per second. The maximum velocity shall be the first per second. The maximum velocity shall be the first per second.

All retro-vegetation basins shall be readily accessible from streets or culverts, 24-hour, and shall be designed to a 25-year, 24-hour storm event. All retro-vegetation basins shall be readily accessible from streets or culverts, 24-hour, and shall be designed to a 25-year, 24-hour storm event.

Retention basins shall be designed to accept runoff from the design storm. Retention basins shall be designed to accept runoff from the design storm. Retention basins shall be designed to accept runoff from the design storm.

The grade slopes of all detention basins shall be at least as steep as possible (maximum of four feet horizontal to one foot vertical), providing and conditions are suitable to meet the design criteria. The grade slopes of all detention basins shall be at least as steep as possible (maximum of four feet horizontal to one foot vertical), providing and conditions are suitable to meet the design criteria.


Underground sewage systems are not allowed.

All stormwater management design data shall include the following information:
- Location and type of structure
- Type and length of line
- Drainage area
- Runoff factor
- Time of concentration to structure
- Rainfall intensity
- Total runoff
- Hydraulic gradient control elevation
- Hydraulic grade line, stream elevation, and base line of each pipe
- Hydraulic gradient loss
- Diameter of pipe
- Hydraulic gradient slope
- Velocity

RESOLUTION 22-49 EXHIBIT C
COMMENT LETTERS

- ✓ Q Pipe materials shall be reinforced concrete pipe (RCCP). The minimum diameter shall be 15 inches.
 - ✓ Q All structures shall be constructed of concrete and all fins and irregular projections shall be chipped off flush with the surface immediately following the removal of forms. All projecting wires and rebar shall be cut off at least one-half inch under the surface. All concrete produced by metal spacers, formwork, punch, rebar, etc., shall be carefully cleaned, scrubbed with wire brush, and treated with a curing compound. All construction materials shall be inspected and approved by the engineer. All concrete shall be placed and finished with clean edges, mortar topping for upper horizontal surfaces shall not be used. Paved surfaces shall be required ~~FOR ALL PAVED TO BE PAVED~~.
 - ✓ Q For all concrete surfaces which are to receive a surface finish, the contractor shall remove the forms and finish the concrete immediately after the concrete has set sufficiently. Minimum minimum diameter for reinforcing pipe sizes shall be as follows: up to 48" pipe, use 72" diameter rebar; for pipe larger than 48", use a typical design method.
 - ✓ Q Rebar shall be spaced as such a member as to exceed 100 percent of the design runoff. The actual required spacing will depend on the characteristics of each particular site.
 - ✓ Q Computation for drainage culverts, drain sizes, and inlet spacings shall be based on the storm frequency design standards required in the code and shall be submitted for approval. ~~THEY ARE TO BE APPROVED~~.
 - ✓ Q All storm sewer inlets shall provide abrupt changes in direction or slope and shall maintain reasonable clearances in line velocity. Any abrupt changes in direction or slope are encouraged, provisions shall be made to handle the resultant head loss.
- Additional Items:
- ✓ Q The book identifying the name and/or site of the proposed subdivision. The name shall not duplicate or closely approximate the name of any other subdivision located within the jurisdiction of Polk County, Florida. A large, clear, legible font shall be used for each subdivision. The name shall be placed on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map.
 - ✓ Q Where easements for underground pipes are proposed, easements must be a minimum width calculated in accordance with the Florida Administrative Code. The easement shall be a minimum width of 20 feet.
 - ✓ Q The name of the engineer shall be placed on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map.
 - ✓ Q Calculations and specifications documents signed and sealed by a professional engineer or other professional shall be signed and stamped on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map. The name shall be placed on the subdivision map in the location shown on the subdivision map.

RESOLUTION 22-49 EXHIBIT D
COMMENT LETTERS



260 Bassett Boulevard
Suite 200
Tampa, FL 33604
(813) 839-2811
(813) 839-1181

*Approved by
George Deakin*

OCT 11 2022

Ms. Linda Davis MBA
Town Manager
Town of Dunedin
26 East Main Street
Dunedin, Florida 33516


RE: Landing at Lake Mabel Loop
Traffic Impact Study Review Comments

Dear Ms. Davis:

As requested, per the correspondence submitted on 08/11/22, we have reviewed the CSP and the Traffic Impact Study (TIS) and have completed a review of the CSP and the TIS. The review was completed on 10/11/22. The review was completed on 10/11/22. The review was completed on 10/11/22.

Comments: The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS. The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS. The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS.

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OCT 11 2022

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Town Manager
Town of Dunedin
26 East Main Street
Dunedin, Florida 33516

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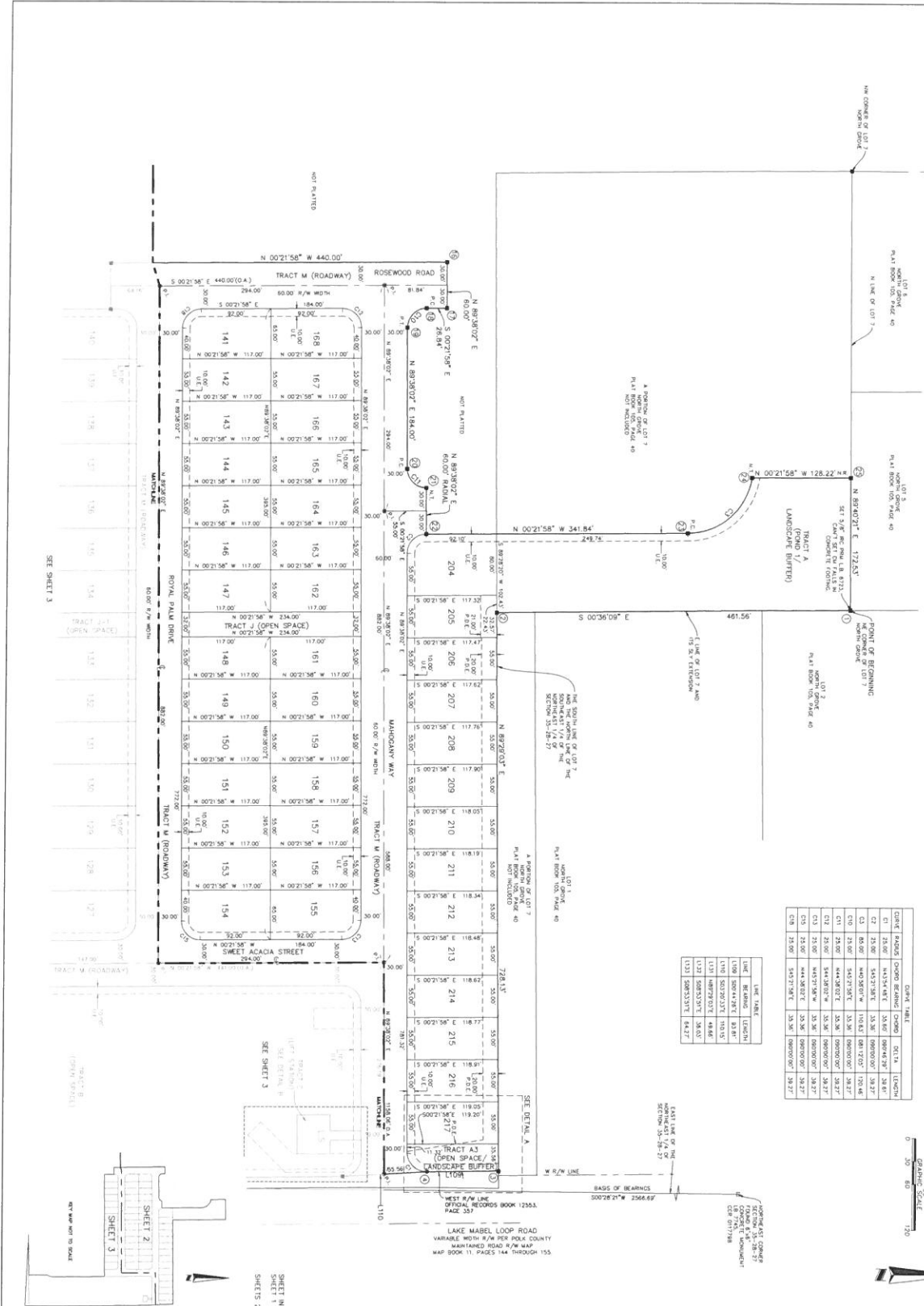
Comments: The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS. The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS. The Applicant's Mitigated Traffic Impact Study is not sufficient to meet the requirements of the CSP and the TIS.

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LANDINGS AT LAKE MABEL LOOP PHASE 1

REPLACING A PORTION OF LOT 7, NORTH GROVE, PLAT BOOK 105 PAGE 40 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA

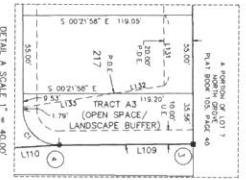
SHEET 2 OF 3 PLAT BOOK _____ PAGE _____



CHUCK HAMIL	DETAILED	DATE	DESCRIPTION		
C1	25.00	4/15/14	3.36	09/04/17	38.61
C2	25.00	4/15/14	3.36	09/04/17	38.61
C3	40.00	4/08/14	11.63	08/17/17	126.46
C4	25.00	4/15/14	3.36	09/04/17	38.61
C5	25.00	4/15/14	3.36	09/04/17	38.61
C6	25.00	4/15/14	3.36	09/04/17	38.61
C7	25.00	4/15/14	3.36	09/04/17	38.61
C8	25.00	4/15/14	3.36	09/04/17	38.61

LINE NUMBER	BEARING	DISTANCE
101	S 00°02'15" E	440.00
102	N 89°30'00" E	334.00
103	S 00°02'15" E	440.00
104	N 89°30'00" E	334.00
105	S 00°02'15" E	440.00
106	N 89°30'00" E	334.00
107	S 00°02'15" E	440.00
108	N 89°30'00" E	334.00
109	S 00°02'15" E	440.00
110	N 89°30'00" E	334.00

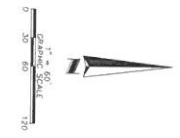
STATE PLAT	SECTION	TOWNSHIP	RANGE
105	35	28	27
106	35	28	27
107	35	28	27
108	35	28	27
109	35	28	27
110	35	28	27
111	35	28	27
112	35	28	27
113	35	28	27
114	35	28	27
115	35	28	27
116	35	28	27
117	35	28	27
118	35	28	27
119	35	28	27
120	35	28	27
121	35	28	27
122	35	28	27
123	35	28	27
124	35	28	27
125	35	28	27



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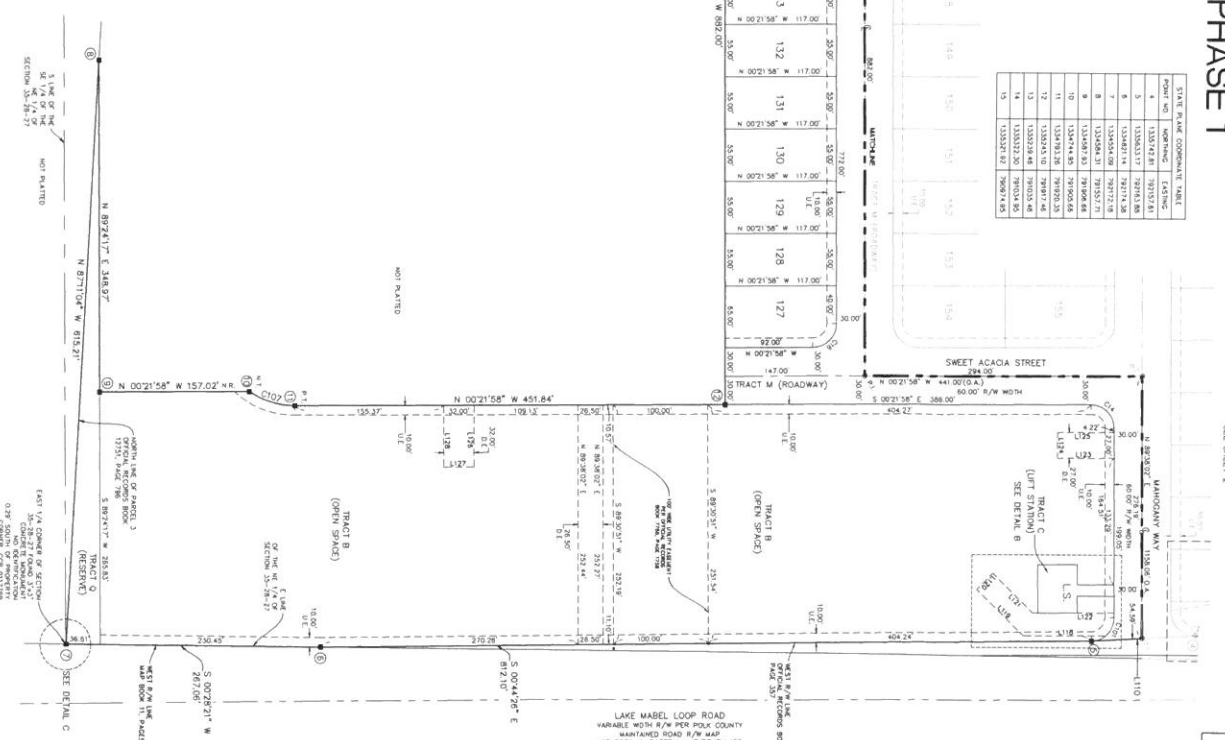
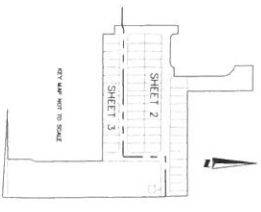
LANDINGS AT LAKE MABEL LOOP PHASE 1

REPLACING A PORTION OF LOT 17 NORTH GROVE, PLAT BOOK 105, PAGE 40 OF THE PUBLIC RECORDS OF FLORIDA, AND A PORTION OF LAND LYING IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 27 EAST, TOWN OF DUNDEE, POLK COUNTY, FLORIDA.



STATE DEED COMPONENT FILE	BOOK	PAGE	DATE
13345411	105	40	08/27/2007
13345412	105	41	08/27/2007
13345413	105	42	08/27/2007
13345414	105	43	08/27/2007
13345415	105	44	08/27/2007
13345416	105	45	08/27/2007
13345417	105	46	08/27/2007
13345418	105	47	08/27/2007
13345419	105	48	08/27/2007
13345420	105	49	08/27/2007
13345421	105	50	08/27/2007
13345422	105	51	08/27/2007
13345423	105	52	08/27/2007
13345424	105	53	08/27/2007
13345425	105	54	08/27/2007
13345426	105	55	08/27/2007
13345427	105	56	08/27/2007
13345428	105	57	08/27/2007
13345429	105	58	08/27/2007
13345430	105	59	08/27/2007
13345431	105	60	08/27/2007

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 WINTER GARDEN, FLORIDA 34787
 (407) 848-5300 FAX (407) 848-5306



PLAT BOOK _____ PAGE _____

SHEET 3 OF 3

POINT	EASTING	NORTHING	HEIGHT
127	117.00	117.00	117.00
128	117.00	117.00	117.00
129	117.00	117.00	117.00
130	117.00	117.00	117.00
131	117.00	117.00	117.00
132	117.00	117.00	117.00
133	117.00	117.00	117.00
134	117.00	117.00	117.00
135	117.00	117.00	117.00
136	117.00	117.00	117.00
137	117.00	117.00	117.00
138	117.00	117.00	117.00
139	117.00	117.00	117.00
140	117.00	117.00	117.00

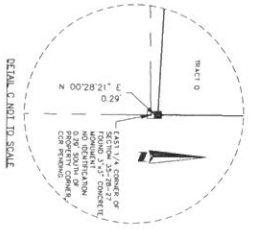


EXHIBIT C

PERFORMANCE BOND

Bond No. 0842702

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Oblige, in the sum of Two Million Four Hundred Forty Four Thousand Seven Hundred Seventy Seven and 50/100 (\$ 2,444,777.50) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Land Development Code of the Town of Dundee (hereinafter the "LDC") and *Town of Dundee Resolution No. 22-49* (hereinafter the "Resolution") are, by reference, incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

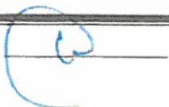
WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as **Composite Exhibit "A"** and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Landings at Lake Mabel Loop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the LDC and/or Resolution requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Landings at Lake Mabel Loop - Phase 1 subdivision in accordance with the Plans, LDC and Resolution by October 22, 20 26 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division, upon the written approval and acceptance by the Oblige by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by 10/22/26 or such later date the Oblige may approve, then this Bond shall be payable to the Oblige.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Oblige, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the

Initials



Surety fail or refuse to perform and complete the Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

- 3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
- 4. Applicable Law, Jurisdiction and Venue. This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
- 5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

**Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605**

The Principal at:

**KB Home Orlando LLC
9102 Southpark Center Loop Suite 100
Orlando FL 32837**

The Obligee at:

Town of Dundee
202 E. Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials sd

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of September, 20 24.

PRINCIPAL:

[Signature]
Witness

Stephen White
Printed Name

[Signature]
Witness

Eileen Sesto
Printed Name

KB Home Orlando LLC
Name of Corporation

By: [Signature]
James Makransky
Printed Name

Title: VP of Finance
(SEAL)

SURETY:

[Signature]
Witness

My Hua
Printed Name

[Signature]
Witness

Claire Trinidad
Printed Name

Harco National Insurance Company
Name of Corporation

By: [Signature]

Brenda Wong
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials [Signature]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

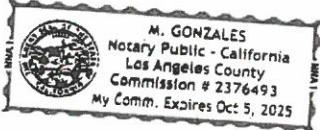
On 9/13/2024 before me, M. Gonzales, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature M. Gonzales
M. Gonzales, Notary Public



Bond # 0842702

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

SOKHA EVANS, JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

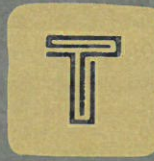
CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 01/13/2024

Irene Martins, Assistant Secretary

Traditions Engineering
35 Don Polston Rd, Suite 115,
Eagle Lake, FL 33839
(863) 397 - 1626
cbrooker@traditions-eng.com



TRADITIONS ENGINEERING

Lorraine Peterson
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

August 19th, 2024

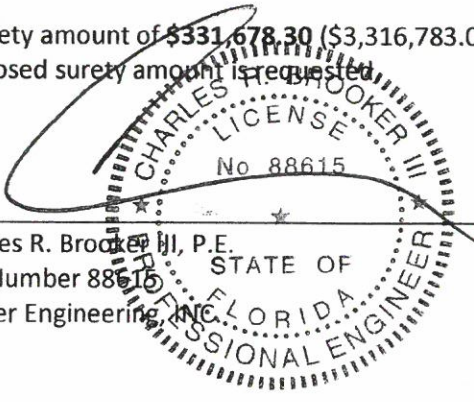
Re: Seasons at Bella Vista
Engineer’s Certification of Cost for Total Construction (Maintenance Bond)

Dear Ms. Peterson:

In my professional opinion, as a registered engineer in the State of Florida, I certify that the following information reflects the total cost of construction. These costs were based on John M. Hall pay application number 23028-03 Rev 2 and Garrison Land Management Inc. bid dated 5/6/2024. The remaining costs are as follows:

I.	Paving On Site	\$ 841,000.50
II.	Sanitary Sewer	\$ 581,962.50
III.	Storm Sewer	\$ 703,915.00
IV.	Water System	\$ 633,455.00
V.	Concrete Work	\$ 556,450.00
	TOTAL	\$ 3,316,783.00

A surety amount of ~~\$331,678.30~~ (\$3,316,783.00 x 10%) is proposed. Your review and approval of the proposed surety amount is requested.



08/19/2024

Charles R. Brooker III, P.E.
P.E. Number 88615
Hunter Engineering, Inc.

Sincerely,

Charles “Chad” Brooker, P.E.
CEO, Traditions Engineering, LLC
cbrooker@traditions-eng.com
(863) 397-1627

	<input checked="" type="checkbox"/> Reviewed without objection
	<input type="checkbox"/> Rejected
	<input type="checkbox"/> Resubmit
<p>Review is only for general conformance of the submittal with information given and the design concept expressed in the Contract Documents, Plans, and Specifications. Comments made during this review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and correlating all quantities, dimensions, site conditions, construction means, methods, sequences, procedures, and the coordination of all trades.</p>	
Caleb Wingo	Aug 22 2024
Name	Date
810 East Main Street, Bartow, FL 33830 • 863-537-7901	

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 23028

Bella Vista - Dundee, FL

PO 751156

APPLICATION NO.: 23028-03 Rev 2

APPLICATION DATE: 04/25/24

PERIOD TO: 04/30/24

Richmond PO #

TO OWNER:
Richmond American Homes
2822 Commerce Park Dr Suite 100
Orlando FL 32719

FROM CONTRACTOR:
Jon M. Hall Company (# 1190134)
1400 Martin Luther King Jr Blvd
Sanford FL 32771
Ph: 407-215-0410

VIA ENGINEER:
Traditions Engineering
6039 Cypress Gardens Blvd, Suite 290
Winter Haven FL 33894
Chad Booker, P.E. 883-397-1626

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

- 1. ORIGINAL CONTRACT SUM \$ 3,924,154.71
- 2. Net change by Change Orders \$ 121,923.05
- 3. Contract Sum To Date (line 1+2) \$ 4,046,077.76
- 4. TOTAL COMPLETED AND STORED TO DATE \$ 2,087,830.98
- 5. RETAINAGE:
 - a. 10% of completed work \$ 208,783.10
- 6. TOTAL EARNED LESS RETAINAGE \$ 1,879,047.88
- 7. LESS PREVIOUS PAYMENTS \$ 1,323,528.67
- 8. CURRENT PAYMENT DUE \$ 555,519.21
- 9. BALANCE TO FINISH, INCL. RETAINAGE \$ 2,167,029.88

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	88,854.64	
Total approved this month		
TOTALS	88,854.64	
NET CHANGES by Change Order	\$88,854.64	

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon M. Hall Company

By: *[Signature]* Date: 4/25/2024

Noy Rivers, President

State of : Florida
County of : Seminole
Subscribed and sworn to before me
this 25th day of April, 2024.

Notary Public : *[Signature]*
My Commission expires :



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____

(Asterisk explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer : _____ Date: _____

Continuation Sheet
 APPLICATION AND CERTIFICATE FOR PAYMENT.
 containing Contractor's signed Certification, is attached.
 23028
 Bella Vista - Dundee, FL
 Application No: 23028-03 Rev 2
 Application Date: 04/25/24
 Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND COST CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E*G)	AMOUNT COMPLETED THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/L)	REMAINING FINISH (F-K)	RETAINAGE (K*10)
01 MOBILIZATION & GENERAL CONDITIONS														
33306	10010	Jobsite Facilities	1.00	LS	15,100.00	\$ 15,100.00	0.20	0.40	\$ 3,020.00	\$ 6,040.00	\$ 9,060.00	60%	\$ 6,040.00	\$ 906.00
33306	10020	Supervision	1.00	LS	59,200.00	\$ 59,200.00	0.30	0.30	\$ 17,760.00	\$ 17,760.00	\$ 35,520.00	60%	\$ 23,880.00	\$ 3,552.00
33306	10030	Geotechnical Testing	1.00	LS	42,700.00	\$ 42,700.00	0.20	0.40	\$ 8,540.00	\$ 17,080.00	\$ 25,620.00	60%	\$ 17,080.00	\$ 2,562.00
33306	10040	Survey & As-Builts	1.00	LS	56,800.00	\$ 56,800.00	0.15	0.35	\$ 8,520.00	\$ 19,880.00	\$ 28,400.00	50%	\$ 28,400.00	\$ 2,840.00
33306	10050	Mobilization & Material Offload	1.00	LS	61,700.00	\$ 61,700.00	0.60	0.40	\$ 37,020.00	\$ 24,680.00	\$ 61,700.00	100%	-	\$ 6,170.00
33306	10060	Construction Entrance	1.00	EA	13,600.00	\$ 13,600.00	0.70	0.30	\$ 9,520.00	\$ 4,080.00	\$ 13,600.00	100%	-	\$ 1,360.00
33306	10070	Silt Fence (Single Row)	6.835	LF	1.50	\$ 10,252.50	6.835	0.20	\$ 10,252.50	-	\$ 10,252.50	100%	-	\$ 1,025.25
33306	10080	SWPPP Permit & Monitoring	1.00	LS	4,640.00	\$ 4,640.00	0.20	0.20	\$ 928.00	\$ 928.00	\$ 1,856.00	40%	\$ 2,784.00	\$ 185.60
MOB & GENERAL CONDITIONS Subtotal						263,992.50			95,560.50	90,448.00	186,008.50		77,984.00	18,600.85
02 CLEAR, GRUB & STRIP														
33303	10090	Sawcut Entrance Crossing	125.00	LF	2.00	\$ 250.00			-	-	-	0%	\$ 250.00	-
Heavy Disking Site (In Lieu Of Stripping) (Based Upon Site Visit The Site Appears To Be 100% Cleared; However, If Additional Clearing Is Required It Will Be Billed As A Change Order)			32.20	ACRE	800.00	\$ 25,760.00	32.20		\$ 25,760.00	-	\$ 25,760.00	100%	-	\$ 2,576.00
33303	10110	Demo Exist Asphalt Pavement	188.00	SY	4.30	\$ 808.40			-	-	-	0%	\$ 808.40	-
33303	10120	Remove & Cap Well (By Others)	2.00	EA	0.00	\$ -			-	-	-		\$ -	-
02 Clear, Grub & Strip Subtotal						26,818.40			25,760.00	0.00	25,760.00		1,058.40	2,576.00
03 EARTHWORK														
33303	10130	Site Excavation (Cut To Fill) (Raise Site To Offset Excess Material)	47,968.00	BCY	2.40	\$ 115,123.20	47,968.00		\$ 115,123.20	0.00	\$ 115,123.20	100%	0.00	\$ 11,512.32
Pond Excavation (Cut To Fill) (Pond - 100 11', Pond 200 - 7', Pond 3 - 7') (Raise Site To Offset Excess Material)			11,126.00	BCY	2.40	\$ 26,702.40	11,126.00		\$ 26,702.40	-	\$ 26,702.40	100%	-	\$ 2,670.24
33303	10140	Rough Grade Pavement Box	18,297.00	SY	0.76	\$ 13,905.72	13,800.00	2,000.00	\$ 10,488.00	\$ 1,520.00	\$ 12,008.00	86%	\$ 1,897.72	\$ 1,200.80
03 Earthwork Subtotal						155,731.32			152,313.60	1,520.00	153,833.60		1,897.72	15,383.36
04 FINISH GRADING														
33830	10160	Fine Grade Ponds	13,618.00	SY	0.55	\$ 7,489.90	13,618.00		-	\$ 7,489.90	\$ 7,489.90	100%	-	\$ 748.99
33830	10170	Fine Grade ROW	11,174.00	SY	0.82	\$ 9,162.68			-	-	-	0%	\$ 9,162.68	-
33830	10180	Fine Grade Perimeter Slopes & Swales	3,357.00	SY	0.74	\$ 2,484.18			-	-	-	0%	\$ 2,484.18	-
33830	10190	Fine Grade Lots	108.00	EA	221.00	\$ 24,089.00			-	-	-	0%	\$ 24,089.00	-
33830	10200	Backfill Curbs	14,245.00	LF	0.48	\$ 6,837.60			-	-	-	0%	\$ 6,837.60	-
04 Finish Grading Subtotal						50,063.36			0.00	7,489.90	7,489.90		42,573.46	748.99
05 PAYING ON SITE														
33830	10210	Traffic Control (Entrance/Turn Lanes)	1.00	LS	13,700.00	\$ 13,700.00	0.80		-	\$ 10,960.00	\$ 10,960.00	80%	\$ 2,740.00	\$ 1,096.00
33830	10220	Build Curb Pads	14,245.00	LF	1.90	\$ 27,065.50			-	-	-	0%	\$ 27,065.50	-
33830	10230	12" Stabilized Subgrade (LBR 40)	18,297.00	SY	7.00	\$ 128,079.00			-	-	-	0%	\$ 128,079.00	-
33830	10240	6" Limerock Base	10,455.00	SY	17.50	\$ 182,962.50			-	-	-	0%	\$ 182,962.50	-
33830	10250	8" Limerock Base	7,842.00	SY	22.00	\$ 172,524.00			-	-	-	0%	\$ 172,524.00	-

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

23028
Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
Application Date: 04/25/24
Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
RICHMOND COST CODE	BID ITEM NO. DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C-E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E-G)	AMOUNT THIS PERIOD (E+H)	COMPLETED AND STORED TO DATE (+)	% (K/L)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
33830	10260 1.25" SP-9.5 Asphalt (1 Lft)	10,455.00	SY	12.50	\$ 130,687.50						0%	\$ 130,687.50	\$ -
33830	10270 2" SP-9.5 Asphalt (2 Lifts)	7,842.00	SY	21.00	\$ 164,682.00						0%	\$ 164,682.00	\$ -
33830	10280 Striping & Signs	1.00	LS	21,300.00	\$ 21,300.00						0%	\$ 21,300.00	\$ -
05 PAVING ON SITE Subtotal					841,000.50			0.00	10,960.00	10,960.00		830,040.50	1,096.00
07 SANITARY SEWER													
33403	10290 Connect To Existing Manhole (6.5' Deep)	1.00	EA	2,670.00	\$ 2,670.00		1.00		\$ 2,670.00	\$ 2,670.00	100%	\$ -	\$ 267.00
33403	10300 8" PVC Gravity Sewer Main (0'-6")	1,535.00	LF	34.00	\$ 52,190.00	832.00	400.00	\$ 28,288.00	\$ 13,600.00	\$ 41,888.00	80%	\$ 10,302.00	\$ 4,188.80
33403	10310 8" PVC Gravity Sewer Main (6'-8")	2,790.00	LF	35.00	\$ 97,650.00	1,475.00	750.00	\$ 51,625.00	\$ 26,250.00	\$ 77,875.00	80%	\$ 19,775.00	\$ 7,787.50
33403	10320 8" PVC Gravity Sewer Main (8'-10")	590.00	LF	36.00	\$ 21,240.00	302.00	288.00	\$ 10,672.00	\$ 10,368.00	\$ 21,240.00	100%	\$ -	\$ 2,124.00
33403	10330 8" PVC Gravity Sewer Main (10'-12")	895.00	LF	37.50	\$ 33,562.50	440.00	455.00	\$ 16,500.00	\$ 17,062.50	\$ 33,562.50	100%	\$ -	\$ 3,356.25
33403	10340 8" PVC Gravity Sewer Main (12'-14")	230.00	LF	56.00	\$ 12,880.00	85.00	145.00	\$ 4,760.00	\$ 8,120.00	\$ 12,880.00	100%	\$ -	\$ 1,288.00
33403	10350 4" Diameter Manhole (0'-6")	6.00	EA	6,680.00	\$ 40,080.00	4.98		\$ 33,266.40	\$ -	\$ 33,266.40	83%	\$ 6,813.60	\$ 3,326.64
33403	10360 4" Diameter Manhole (6'-8")	6.00	EA	8,190.00	\$ 49,140.00	4.75		\$ 38,902.50	\$ -	\$ 38,902.50	79%	\$ 10,237.50	\$ 3,890.25
33403	10370 4" Diameter Manhole (8'-10")	4.00	EA	9,870.00	\$ 39,480.00	3.06	0.94	\$ 30,202.20	\$ 9,277.80	\$ 39,480.00	100%	\$ -	\$ 3,948.00
33403	10380 4" Diameter Manhole (10'-12")	1.00	EA	10,900.00	\$ 10,900.00	0.75	0.25	\$ 8,175.00	\$ 2,725.00	\$ 10,900.00	100%	\$ -	\$ 1,090.00
33403	10390 4" Diameter Manhole (12'-14")	3.00	EA	16,300.00	\$ 48,900.00	2.35	0.65	\$ 38,305.00	\$ 10,595.00	\$ 48,900.00	100%	\$ -	\$ 4,890.00
33403	10400 4" Single Service	20.00	EA	1,420.00	\$ 28,400.00	11.00	5.00	\$ 15,620.00	\$ 7,100.00	\$ 22,720.00	80%	\$ 5,680.00	\$ 2,272.00
33403	10410 4" Double Service	45.00	EA	1,810.00	\$ 81,450.00	28.00	8.00	\$ 50,680.00	\$ 14,480.00	\$ 65,160.00	80%	\$ 16,290.00	\$ 6,516.00
33403	10420 Gravity Main Testing	6,040.00	LF	10.50	\$ 63,420.00			\$ -	\$ -	\$ -	0%	\$ 63,420.00	\$ -
07 SANITARY SEWER Subtotal					581,962.50			327,196.10	122,248.30	449,444.40		132,518.10	44,944.44
08 STORM SEWER													
33503	10430 15" PVC (For Pond Outfall)	75.00	LF	77.50	\$ 5,812.50	60.00	8.00	\$ 4,650.00	\$ 620.00	\$ 5,270.00	91%	\$ 542.50	\$ 527.00
33503	10440 18" HP	2,805.00	LF	49.50	\$ 138,847.50	1,823.25	800.00	\$ 90,250.88	\$ 39,600.00	\$ 129,850.88	94%	\$ 8,996.63	\$ 12,985.09
33503	10450 24" HP	1,270.00	LF	73.50	\$ 93,345.00	917.00	225.00	\$ 67,999.50	\$ 16,537.50	\$ 83,937.00	90%	\$ 9,408.00	\$ 8,393.70
33503	10460 30" HP	470.00	LF	109.00	\$ 51,230.00	359.00	111.00	\$ 39,131.00	\$ 12,099.00	\$ 51,230.00	100%	\$ -	\$ 5,123.00
33503	10470 36" HP	210.00	LF	120.00	\$ 25,200.00	161.00	49.00	\$ 19,320.00	\$ 5,880.00	\$ 25,200.00	100%	\$ -	\$ 2,520.00
33503	10480 C Inlet	1.00	EA	3,520.00	\$ 3,520.00	0.66	0.24	\$ 2,323.20	\$ 844.80	\$ 3,168.00	90%	\$ 352.00	\$ 316.80
33503	10490 C Control Structure	1.00	EA	5,775.00	\$ 5,775.00	0.77	0.03	\$ 4,446.75	\$ 173.25	\$ 4,620.00	80%	\$ 1,155.00	\$ 462.00
33503	10500 P-5 Curb Inlet	21.00	EA	6,910.00	\$ 145,110.00	13.65	5.50	\$ 94,321.50	\$ 38,005.00	\$ 132,326.50	91%	\$ 12,783.50	\$ 13,232.65
33503	10510 J-5 Curb Inlet	7.00	EA	11,935.00	\$ 83,545.00	5.45	1.00	\$ 65,045.75	\$ 11,935.00	\$ 76,980.75	92%	\$ 6,564.25	\$ 7,698.08
33503	10520 P-6 Curb Inlet	7.00	EA	7,765.00	\$ 54,355.00	4.80	1.00	\$ 37,272.00	\$ 7,765.00	\$ 45,037.00	83%	\$ 9,318.00	\$ 4,503.70
33503	10530 J-6 Curb Inlet	2.00	EA	10,575.00	\$ 21,150.00	1.50	0.20	\$ 15,862.50	\$ 2,115.00	\$ 17,977.50	85%	\$ 3,172.50	\$ 1,797.75
33503	10540 P Manhole	1.00	EA	4,920.00	\$ 4,920.00	0.71	0.20	\$ 3,493.20	\$ 984.00	\$ 4,477.20	91%	\$ 442.80	\$ 447.72
33503	10550 18" MES	1.00	EA	2,100.00	\$ 2,100.00		0.60	\$ -	\$ 1,260.00	\$ 1,260.00	60%	\$ 840.00	\$ 126.00
33503	10560 Riprap (Broken Concrete)	30.00	SY	76.00	\$ 2,280.00			\$ -	\$ -	\$ -	0%	\$ 2,280.00	\$ -
33503	10570 24" MES	1.00	EA	3,270.00	\$ 3,270.00		1.00	\$ -	\$ 3,270.00	\$ 3,270.00	100%	\$ -	\$ 327.00

Continuation Sheet
 APPLICATION AND CERTIFICATE FOR PAYMENT.
 containing Contractor's signed Certification, is attached.

23028
 Bella Vista - Dundee, FL

Application No: 23028-03 Rev 2
 Application Date: 04/25/24
 Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N	
RICHMOND COST CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% TO DATE (K/I)	REMAINING FINISH (F-K)	RETAINAGE (K*10)
08 STORM SEWER Subtotal														
						703,915.00			443,516.28	160,528.55	604,044.83		99,870.18	60,404.48
09 WATER SYSTEM														
33603	10620	Temporary Jumper	2.00	EA	1,880.00	\$ 3,760.00	0.79	0.90	\$ 1,485.20	\$ 1,892.00	\$ 3,177.20	85%	\$ 582.80	\$ 317.72
33603	10630	10" X 10" Wet Tap	2.00	EA	9,640.00	\$ 19,280.00	1.49	0.11	\$ 14,363.60	\$ 1,060.40	\$ 15,424.00	80%	\$ 3,856.00	\$ 1,542.40
33603	10640	8" PVC Watermain	5,480.00	LF	41.50	\$ 227,420.00	3,960.00	950.00	\$ 164,340.00	\$ 39,425.00	\$ 203,765.00	90%	\$ 23,655.00	\$ 20,376.50
33603	10650	10" PVC Watermain	320.00	LF	61.00	\$ 19,520.00	235.00	54.00	\$ 14,335.00	\$ 3,294.00	\$ 17,629.00	90%	\$ 1,891.00	\$ 1,762.90
33603	10660	Fire Hydrant Assembly	8.00	EA	7,980.00	\$ 63,840.00	6.55	0.65	\$ 52,269.00	\$ 5,187.00	\$ 57,456.00	90%	\$ 6,384.00	\$ 5,745.60
33603	10670	Fittings & Restraints	1.00	LS	58,375.00	\$ 58,375.00	0.90		\$ 52,537.50	\$ -	\$ 52,537.50	90%	\$ 5,837.50	\$ 5,253.75
33603	10680	8" Gate Valve	6.00	EA	3,160.00	\$ 18,960.00	4.70	0.70	\$ 14,852.00	\$ 2,212.00	\$ 17,064.00	90%	\$ 1,896.00	\$ 1,706.40
33603	10690	10" Gate Valve	4.00	EA	4,860.00	\$ 19,440.00	3.00	0.60	\$ 14,580.00	\$ 2,916.00	\$ 17,496.00	90%	\$ 1,944.00	\$ 1,749.60
33603	10700	Air Release Valve (Poly Enclosure)	2.00	EA	4,760.00	\$ 9,520.00	1.80		\$ -	\$ 8,568.00	\$ 8,568.00	90%	\$ 952.00	\$ 856.80
33603	10710	1" Single Service	16.00	EA	1,050.00	\$ 16,800.00	13.00		\$ -	\$ 13,650.00	\$ 13,650.00	81%	\$ 3,150.00	\$ 1,365.00
33603	10720	2" Double Service	47.00	EA	2,020.00	\$ 94,940.00	42.00		\$ -	\$ 84,840.00	\$ 84,840.00	89%	\$ 10,100.00	\$ 8,484.00
33603	10730	1" Irrigation Water Service	10.00	EA	2,390.00	\$ 23,900.00	8.00		\$ -	\$ 19,120.00	\$ 19,120.00	80%	\$ 4,780.00	\$ 1,912.00
33603	10740	Test & Chlorinate	1.00	LS	18,500.00	\$ 18,500.00			\$ -	\$ -	\$ -	0%	\$ 18,500.00	\$ -
33603	10750	10" HDPE Directional Bore	100.00	LF	392.00	\$ 39,200.00	22.00	23.00	\$ 8,624.00	\$ 9,016.00	\$ 17,640.00	45%	\$ 21,560.00	\$ 1,764.00
						633,455.00			337,386.30	190,980.40	528,366.70		105,088.30	52,836.67
09 WATER SYSTEM Subtotal														
						633,455.00			337,386.30	190,980.40	528,366.70		105,088.30	52,836.67
11 CONCRETE WORK														
33830	10760	Miami Curb	14,245.00	LF	24.00	\$ 341,880.00			\$ -	\$ -	\$ -	0%	\$ 341,880.00	\$ -
33830	10770	5' Sidewalk (4" Thick)	5,370.00	LF	33.50	\$ 179,895.00			\$ -	\$ -	\$ -	0%	\$ 179,895.00	\$ -
33830	10780	Handicap Ramp w/ Detectable Warning	19.00	EA	1,825.00	\$ 34,675.00			\$ -	\$ -	\$ -	0%	\$ 34,675.00	\$ -
						556,450.00			0.00	0.00	0.00		556,450.00	-
12 GRASSING														
33303	10790	Seed & Mulch Lots	108,614.00	SY	0.27	\$ 29,325.78			\$ -	\$ -	\$ -	0%	\$ 29,325.78	\$ -
33303	10800	Seed & Mulch Pond Bottom	1,590.00	SY	0.27	\$ 429.30			\$ -	\$ -	\$ -	0%	\$ 429.30	\$ -
33303	10810	Sod ROW	6,940.00	SY	3.05	\$ 21,167.00			\$ -	\$ -	\$ -	0%	\$ 21,167.00	\$ -
33303	10820	Sod Perimeter Slopes & Swales	3,355.00	SY	3.05	\$ 10,232.75			\$ -	\$ -	\$ -	0%	\$ 10,232.75	\$ -
33303	10830	Sod Pond Slopes	12,028.00	SY	3.05	\$ 36,685.40			\$ -	\$ -	\$ -	0%	\$ 36,685.40	\$ -
33303	10840	Sod Two Strips Behind Curbs & Sidewalks	4,238.00	SY	3.05	\$ 12,925.90			\$ -	\$ -	\$ -	0%	\$ 12,925.90	\$ -
						110,766.13			0.00	0.00	0.00		110,766.13	-
						110,766.13			0.00	0.00	0.00		110,766.13	-
ORIGINAL CONTRACT TOTAL						3,924,154.71			1,381,732.78	584,175.15	1,965,907.93	50%	1,958,246.79	196,590.79

Continuation Sheet
 APPLICATION AND CERTIFICATE FOR PAYMENT.
 containing Contractor's signed Certification, is attached.

23028
 Bella Vista - Dundee, FL
 Application No: 23028-03 Rev 2
 Application Date: 04/25/24
 Period To: 04/30/24

A	B	C	D	E	F	G	H	I	J	K	L	M	N
RICHMOND COST CODE	BID ITEM NO. DESCRIPTION OF WORK	QTY	UM	Unit Price	SCHEDULED VALUE (C*E)	QTY PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	WORK COMPLETED PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*10)
01 Clear & Burn On-Site / Engineering Fee													
33409	CO-01-01 OCIP Fee	1	LS	\$827.50	827.50	1.00		827.50	0.00	827.50	100%	0.00	82.75
33306	CO-01-02 Engineering Fee	1	LS	\$20,000.00	20,000.00	1.00		20,000.00	0.00	20,000.00	100%	0.00	2,000.00
33302	CO-01-03 Clear, Grub, and Curtain Burn Onsite	7	ACRE	\$8,511.36	59,579.52	7.00		59,579.52	0.00	59,579.52	100%	0.00	5,957.95
	CO 1 Subtotal				80,407.02			80,407.02	-	80,407.02		-	8,040.70
02 Temporary Clay Road													
33409	CO-02-01 OCIP Fee	1	LS	\$104.30	104.30	1.00		104.30	0.00	104.30	100%	0.00	10.43
33830	CO-02-02 Removal of Existing power Poles / Well abandon	1	LS	\$8,343.32	8,343.32	1.00		8,343.32	0.00	8,343.32	100%	0.00	834.33
	CO 2 Subtotal				8,447.62			8,447.62	-	8,447.62		-	844.76
03 Saturday (Overtime) Work													
33409	CO-04-01 OCIP Fee	1	LS	\$408.25	408.25		1.00	0.00	408.25	408.25	100%	0.00	40.83
33830	CO-04-02 Saturday Work	1	LS	\$32,660.16	32,660.16		1.00	0.00	32,660.16	32,660.16	100%	0.00	3,266.02
	CO 2 Subtotal				33,068.41			-	33,068.41	33,068.41		-	3,306.84
	CHANGE ORDER Totals				121,923.05			88,854.84	33,068.41	121,923.05		-	12,192.31
	GRAND TOTALS				4,046,077.76			1,470,587.42	617,243.56	2,087,830.98	52%	1,958,246.79	208,783.10



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

Item 7.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RESOLUTION 24-29, DEFINING THE VISIONING COMMITTEE
SUBJECT:	Resolution No. 24-29 ratifies and approves the establishment of the Town of Dundee Visioning Committee and rules of procedure so that this citizen committee may begin working on the Town of Dundee’s revisioning process.
STAFF ANALYSIS:	<p>The Town of Dundee initiated the revisioning process in 2024. The Town Commission approved RFQ 24-01 on March 12, 2024 to secure Master Professional Consulting Agreements with consultants that have expertise in Professional Municipal Planning and Visioning Services.</p> <p>The initial kickoff meeting of the Town of Dundee revisioning process was held on Friday, September 20, 2024. As the Visioning Committee takes steps to begin work on revisioning for the Town of Dundee, it is necessary to define the scope of the citizen committee through Resolution No. 24-29.</p> <p>It should be noted that the Committee is an advisory committee created by the Town Commission for the sole purpose of “<i>information gathering and/or fact-finding</i>” and has no “<i>decision-making authority</i>” as such terms are defined <i>Florida’s Government in the Sunshine Laws</i>, §286.011, Florida Statutes (2024). The Committee shall act solely as an advisory committee to the Town Commission on and/or for such matters as described in Resolution No. 24-29.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Resolution No. 24-29

RESOLUTION NO. 24-29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO MUNICIPAL PLANNING AND REVISIONING; RATIFYING, AND APPROVING THE ESTABLISHMENT OF THE TOWN OF DUNDEE VISIONING COMMITTEE AND RULES OF PROCEDURE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, pursuant to *Section 3.01 of the Charter of the Town of Dundee*, the Town Commission of the Town of Dundee, Florida (the “Town Commission”) has all legislative powers of the Town vested in a mayor and four (4) commissioners; and

WHEREAS, pursuant to *Section 1.01 of the Charter of the Town of Dundee*, the Town Commission may by ordinance or resolution prescribe the manner in which any power of the Town shall be exercised; and

WHEREAS, pursuant to *Sec. 2-28.1 of the Code of Ordinances of the Town of Dundee, Florida* (the “Town Code”), it is the intent of *Article IIA, Chapter 2, of the Town Code* to adopt provisions relating to general rules of procedure for all boards, committees and commissions established by the Town Commission; and

WHEREAS, on March 12, 2024, at a duly noticed public meeting, the Town Commission approved RFQ 24-01 (the “RFQ”); and

WHEREAS, the RFQ sought qualifications for professional consultants related to and/or for *Municipal Planning and Revisioning Services*; and

WHEREAS, pursuant to the RFQ, the Town Commission approved the *Master Continuing Professional Consulting Agreement For Professional Planning and Visioning Services* (the “Agreement”) and, based on the scoring criteria set forth in the RFQ, unanimously voted to approve and adopt the recommendation(s) provided by the Town of Dundee Evaluation Committee to enter into an Agreement with certain qualified professional consultants; and

WHEREAS, the Agreement(s) entered into between the Town and qualified professional consultant(s) provided for certain municipal planning and revisioning services which included, but were not limited to, assisting the Town with amending its 2030 Comprehensive Plan, updating the Town of Dundee Land Development Code to implement any adopted comprehensive plan amendments, and assisting the Town with planning for the impacts of unprecedented growth and new residential and/or non-residential development(s) and/or redevelopment within the municipal limits of the Town of Dundee; and

WHEREAS, on September 10, 2024, the Town Commission, at a duly noticed public meeting, approved and adopted Town of Dundee Ordinance No. 24-09 (the “Ordinance”); and

WHEREAS, the Ordinance established a twelve (12) month moratorium on and/or for residential development within the municipal limits of the Town of Dundee in order to enable, amongst other things, the Town to commence with the revisioning process and address concurrency related issue(s); and

WHEREAS, on September 10, 2024, the Town Commission voted to ratify and approve the establishment of the Town of Dundee Visioning Committee (the “Committee”) and approve the appointment of members to serve on the Committee; and

WHEREAS, the Committee is an advisory committee created by the Town Commission for the intended purpose of *information gathering* and/or *fact-finding* (as such term(s) are interpreted by *Florida’s Government in the Sunshine Laws*, §286.011, FS); and

WHEREAS, the Town Commission established the Committee to perform *fact-finding* and *information gathering* in order to make recommendation(s) related to the Town’s revisioning efforts in planning for the impacts of unprecedented growth and new residential and/or non-residential development(s) and/or redevelopment located within the municipal limits of the Town of Dundee; and

WHEREAS, pursuant to applicable Florida law which includes, but is not limited to, *Florida’s Government in the Sunshine Laws* (the “Sunshine Law”), the Committee is an appointed board and subject to the requirements of the Sunshine Law; and

WHEREAS, the purpose of this Resolution is to comply with the *Charter of the Town of Dundee*, the *Code of Ordinances of the Town of Dundee*, and applicable Florida law in and/or for the establishment of a citizen advisory board or committee; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this Resolution No. 24-29 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and this Resolution No. 24-29 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 passage 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 passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Authorization.

The Town Commission of the Town of Dundee, Florida, hereby confirms, ratifies, and authorizes the establishment of the *Town of Dundee Visioning Committee* (the “Committee”). The Committee shall be deemed to have been established on September 10, 2024 and shall automatically be sunsetted and repealed on September 10, 2029.

The Committee shall act solely as an advisory committee to the Town Commission on and/or for such matters which include, but shall not be limited to, the following:

- (a) Communication, dialogue, and the exchange of ideas related to municipal planning and revisioning within the municipal limits of the Town of Dundee; and
- (b) Communication, dialogue, and the exchange of ideas related to planning for the impacts of unprecedented growth and new residential and/or non-residential development(s) and/or redevelopment within the municipal limits of the Town of Dundee; and
- (c) Receiving public input pertaining to municipal planning and revisioning within the municipal limits of the Town of Dundee; and
- (d) Receiving public input pertaining to planning for the impacts of unprecedented growth and new residential and/or non-residential development(s) and/or redevelopment within the municipal limits of the Town of Dundee; and

- (e) Providing recommendation(s) to the Town Commission, Town Manager, and/or any qualified professional consultant of the Town on matters relating to municipal planning and revisioning within the municipal limits of the Town of Dundee.

Section 3. Appointment and Rules of Procedure.

The Town Commission shall appoint any and all members of the Committee, and the Committee shall consist of no less than five (5) and no more than fifteen (15) voting members as determined by the Town Commission, and one (1) non-voting Town Commission Liaison. The Committee shall hold, at a minimum, two (2) meetings during each calendar year; and, at the first meeting for each calendar year, the Committee shall elect a Chair and Vice-Chair.

Once the Committee is established, pursuant to *Sec. 2-28.1 of the Code of Ordinances of the Town of Dundee, Florida* (the “Town Code”), the provisions of *Article IIA, Chapter 2, of the Town Code* relating to general rules of procedure for all boards, committees, and commissions shall be applicable to the Committee. The most recent edition of Roberts Rules of Order for small bodies shall apply to the conduct of the meetings of the Committee.

Section 4. 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. If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Town of Dundee, Florida, by and through its Town Commission, 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 unconstitutional.

Section 5. Conflicts.

Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

Section 6. Administrative Correction of Scrivener’s Errors.

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

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 22nd day of October, 2024.

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST WITH SEAL:

Lita O'Neill, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, RFP 24-09, EMERGENCY GENERATOR FOR DUNDEE COMMUNITY CENTER**

SUBJECT: Town Commission will consider re-releasing a bid (RFP 24-09) for an emergency generator at the Dundee Community Center.

STAFF ANALYSIS: In March 2024, Town staff received one bid for RFP 24-06 from Mid Florida Diesel, Inc. for the design, construction, and installation of emergency generators at the Dundee Community Center and the Economy Inn lift station.

At the recommendation of our funding partner (FEMA), we went out to bid a second time, because one bid was not sufficient. Town staff received two bids in August 2024. One of the bids was a nonresponsive bid, and one was accepted. However, we still only had one bid, so both were rejected.

FEMA suggested that the Town separate RFP 24-06 into two separate projects, one for the Dundee Community Center (RFP 24-09) and one for the Economy Inn Lift Station (RFP 24-10).

FISCAL IMPACT: 25% of Project Costs

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: RFP 24-09

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR FY 2024-25 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

RFP NUMBER: 24-09

**Responses are due by
4:00PM on October 9, 2024**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-09
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Lita O'Neill
Town Clerk
Town of Dundee
loneill@townofdundee.com
(863) 438-8330, Ext 258

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**RFP 24-09****FY 2024-25 DESIGN CONSTRUCTION AND INSTALLATION
OF EMERGENCY GENERATOR**

Sealed Bids marked "**SEALED BID – FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATOR**" will be received by the Town Clerk of the Town of Dundee, Florida, until **4:00 P.M., Wednesday, October 9, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 140kw generator/ATS switch 480-volt 3 phase (project# 4337-381-R) at the Dundee Community Center in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) at the Dundee Community Center in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator has the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified one (1) location which is the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-381-R – Dundee Community Center – 603 Lake Marie Drive, Dundee, Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

The proposals shall require the following:

The purpose of this project is to install a new generator at the project site mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator at the identified location. The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits

- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

Generator and Equipment Enclosure:

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker(s):

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system(s):

- Unit mounted radiator
- Low coolant shutdown

Block heater(s):

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger(s):

- 24Volt 5 amps

Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler(s):

- Critical grade muffler with rain cap – if applicable

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

- Must include complete specifications on all models
- Must include a manufacturer’s brochure
- Must show warranties on material and labor

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

On **Thursday, October 10, 2024 at 2:00 P.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 location beginning at 9:00A.M. at the Dundee Community Center, 603 Lake Marie Drive, Dundee, Florida 33838, on **Wednesday, September 25, 2024 at 9:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, September 25, 2024 at 11:00 A.M.** 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 24-09, please contact **Lita O’Neill, Town Clerk, (863) 438-8330** or by e-mail at loneill@townofdundee.com.

Questions **shall be submitted in writing via email** to the Town Clerk until **Wednesday, October 2, 2024 at 3:30 P.M.**

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 Lita O’Neill, Town Clerk, Town of Dundee, Florida, and marked RFP 24-09: DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATOR – DUNDEE COMMUNITY CENTER

The Town of Dundee welcomes your response to this **RFP 24-09**. 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 24-09** 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 24-09**. 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 24-09, re-advertise RFP 24-09, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the following express conditions:
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, 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 related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) **PUBLIC RECORDS:**

Town and Consultant/Bidder/Contractor agree that Consultant/Bidder/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Bidder/Contractor does not transfer the records to the public agency.
- iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Bidder/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Bidder/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Bidder/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Bidder/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Bidder/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.

- e) **IF THE CONSULTANT/BIDDER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/BIDDER'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330 EXT. 258, loneill@TownofDundee.com, P.O. BOX 1000, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

If the Consultant/Bidder/Contractor does not comply with a public records request, the Town shall enforce the contract provisions which may include immediate termination of contract.

- f) It shall be understood and agreed that by the submission of a proposal, the Consultant/Bidder/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 Consultant/Bidder/Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town of Dundee that this Invitation to Bid/RFP promotes competitive bidding. It shall be the bidder's responsibility to advise Purchasing at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid/RFP to a single source. Such notification must be received in writing by the Office of the Town Clerk not later than ten (10) days prior to the bid opening date.
- h) 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.
- i) 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.
- j) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2. DEFINITIONS

Words used in the Contract Documents issued hereunder shall possess their everyday and ordinary meaning, provided however, that where a term is used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the Town.
- b. **APPLICABLE LAW:** Any contract entered into pursuant to this Invitation to Bid/RFP shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c. **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 Contract executed by the Town and Contractor and shall include all Contract Documents and bid documentation.
- h. **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project.
- 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

- i. the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j. **CONTRACT DOCUMENTS:** The bid documentation, Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- k. **INDEMNIFICATION:** Consultant/Bidder/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 Consultant/Bidder/Contractor performance of this contract. Other specific references to the Consultant/Bidder/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 Consultant/Bidder/Contractor indemnity is required.
- l. **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- m. **INSURANCE:** As specified in the Contract Documents.
- n. **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to 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 or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- 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, firm, company, corporation, association, society, or group which enters into a contract with the Contractor to do a portion of the work on this project.
- q. ***TITLE***: The risk of loss of goods covered by the Purchase Order 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, 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.**

3) INTERPRETATIONS OR ADDENDA:

- a. No oral interpretation will be made to any Consultant/Bidder/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 Consultant/Bidder/Contractor will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the Office of the Town Clerk.
- b. The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Consultant/Bidder/Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Consultants/Bidders/Contractors shall be bound by such Addenda, 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 consultant/bidder/contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the

bid form, the manufacturer's name, and number. The Consultant/Bidder/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 consultant/bidder/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 will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Consultant/Bidder/Contractor expense. Each individual sample must be labeled with the Consultant/Bidder/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 Consultant/Bidder/Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

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

- a. All formal Invitations to Bid 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 consultant/bidder/contractor in connection with a solicitation or pending award of a bid or contract may protest to the Office of the Town Clerk.
- c. **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public on the Town's web site.
- 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 with the Office of the Town Clerk a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Office of the Town Clerk 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 of Dundee 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 Office of the Town Clerk within ten 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.
 - 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 Town's Public Works Department. 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) workdays (excluding Saturdays, Sundays, and legal Town holidays) 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 Clerk shall present the background for the protest to the 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 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 Committee may ask questions of all parties as necessary.
- g. The Bid Protest Committee will render their decision in writing within five (5) workdays 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) workdays after the rendering of the decision of the committee; date of the hearing; or the review, whichever is later. **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 proposal 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 must be received no later than the time and date, and at the location specified for submission in the Bid Documents. No bid will be accepted after the specified deadline or at any location other than that specified in the Bid Documents. 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 and place stated in the Bid Documents.

- c. The Town may elect to cancel or postpone a bid 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 a Request for Proposal 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 a Request for Proposal and the Town concurrently provides notice of its intent to reissue the Request for Proposal, 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 Request for Proposal or until the Town withdraws the reissued Request for Proposal. 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 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) may be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each Consultant/Bidder/Contractor shall deliver its sealed proposal to the location specified on the Request for Proposal. It is the Consultant/Bidder/Contractor 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 Request for Proposal and herein, may not be considered.
- 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 Consultant/Bidder/Contractor shall be solely responsible for the costs associated with preparation and submittal of its bid.
- 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:** Consultant/Bidder/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. Consultant/Bidder/Contractor are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) working days for payment.

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

Consultant/Bidder/Contractor that wish 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. Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor, 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 Consultant/Bidder/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) working 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) working 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 this contract will 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 Bid Documents, 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 after proper written notification is received by the Town. Notwithstanding any withdrawal, all bid documents received by the Town shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Each Consultant/Bidder/Contractor submitting a bid for any project on which bidding is based, shall execute, and submit with its bid a non-collusion affidavit which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a. The Consultant/Bidder/Contractor 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 herein; or
- c. A bid is submitted in a manner to limit competition.

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

16) STATEMENT OF QUALIFICATIONS:

Each Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor to perform its obligations under the Contract Documents; and the Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/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 Consultant/Bidder/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. Consultant/Bidder/Contractor are 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. **Consultant/Bidder/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 or a signed Purchase Order mailed or otherwise furnished to the successful Consultant/Bidder/Contractor results in a binding contract without further action by either party. The signed Purchase Order authorizes the party in receipt of same to submit the product(s).
- d. After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, responsive, and responsible party (or as specified in the bid documents). Additional criteria as set forth in the Invitation to Bid/RFP will be considered in the award of the bid. The lowest responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest 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.
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

- a. Contractor shall keep the Town advised at all times of status of order. 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, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.
- b. The Contract shall not be terminated, nor 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 restricted 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 Consultant/Bidder/Contractor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Consultant/Bidder/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 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 Consultant/Bidder/Contractor 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 Invitation to Bid/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.
 - a. The emergency procedures for spills, fire, disposal, and first aid.
 - b. 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.

- c. 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 of Dundee.

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 \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to 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 solicitation, 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-RELATED CLAUSES

The Construction-Related Clauses shall apply to all work done on this project 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 Terms and Conditions and all other 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 of each Consultant/Bidder/Contractor 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 12A-1.094 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 for the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a. BID PRICES.

The bid must 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 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 construction contract executed with the Town. 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.

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 project. 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 under these provisions.
- ii) The Town shall have the assumption of 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 these provisions.
- 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, including plans, specifications, and requirements. 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 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 competent 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 for cause. 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 this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The 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 extra 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 upon this 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 such 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 on the work, 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 this Contract without the express written consent of the Town; provided, however, that assignments to banks, trust companies 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. 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 Contractor shall keep a set of plans and specifications available at the project site at all times.
- b. The original plans and specifications, and any copies of 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, 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 applicable Town 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 Invitation to Bid/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 Invitation to Bid/RFP, Terms and Conditions, or 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 contract limits as shown on the drawings 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 contract time or within an extension of that time the Town may grant, the Town may terminate the Contractor's right to proceed with the work by giving it written notice.
- 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 this 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 Office of the Town Clerk. Whenever a written request for interpretation(s) of the Contract Documents are properly submitted, the request(s) shall be answered by way of written 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 the Addenda. All such 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 this 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 or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

- b. The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c. If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

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

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum

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

a. 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 must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i)	Part One:	“Statutory”	
(ii)	Part Two:	\$500,000.00	Each Accident
		\$500,000.00	Disease-Policy Limit
		\$500,000.00	Disease-Each Employee

b. The policy must 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.

b. 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 |

c. 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 |
|-----|----------------|----------------------------------|

d. Property Insurance:

a. If this 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 this 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 this 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 this 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 this 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, and this contractual indemnity shall survive the termination of this Contract.
- c. 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.
- d. 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.
- e. 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.
- f. 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
- g. 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.
- h. The Town reserves the right to include a provision for liquidated damages as a result of any

delay by the Contractor.

- i. 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.
- j. 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.
- k. 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. Where the bid price does not exceed \$30,000.00, a bidder will not be required to post a bid bond. In cases where the bid price does exceed \$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 Consultant/Bidder/Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) consecutive calendar days after receipt of written notice of award, enter into a contract with the Town in accordance with the accepted Contract Documents. **Should the successful Consultant/Bidder/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 does exceed \$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 successful bidder 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 construction agreement 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 construction agreement 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 successful bidder, as the Contractor, to execute a construction agreement. Upon execution of the construction agreement, the construction agreement and the Contract Documents become the Contract between the Town and Contractor.
- b. The construction agreement 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.
- 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 construction agreement 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 subject

Invitation-To-Bid/RFP and re-advertise the project and/or contract.

62) CONSTRUCTION SCHEDULE:

- a. The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) working 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) working 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 of Dundee 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 of Dundee 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 stand by generator supplier and installer for the design, construction, and installation of 1 – 140kw generator/ATS switch 480 volt 3 phase (project# 4337-381-R) at the Dundee Community Center. Contractor will be responsible for making sure that the new generator has the capacity to operate current load and allow to growth in the future. There is one project location for this RFP. Please reference the correct project number for this location.

Project# 4337-381-R – Community Center – 603 Lake Marie Drive, Dundee Florida 33838

- Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.
- Stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).

The proposals require the following:

The purpose of this project is to install a new generator at two of our project sites mentioned above. The project shall include generator, materials, labor and equipment which includes but not limited to:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater

- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system
- Engine vitals monitored by LCD display: oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency.
- Oil drain extension, vibration isolation pads, water heater, fuel solenoid valve.

Enclosure:

- Must be at least level 2 (weatherproof enclosure with foam) powder coated steel
- Rugged and durable 200mph wind rated
- Keyed alike lockable doors with draw down latches and stainless-steel component hinges
- Structural steel base with mounting and lifting holes
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker:

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system:

- Unit mounted radiator
- Low coolant shutdown

Block heater:

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger:

- 24Volt 5 amps

Sub base tank: sub base fuel tank steel (with sub up) (24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”

- 1.5” normal vent cap

Muffler:

- Critical grade muffler with rain cap if applicable

The bid packet must include the following:

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their 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 any private property including trees, curbs, mailboxes, private yards, and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.

1.03 – SEQUENCE OF WORK

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

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

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

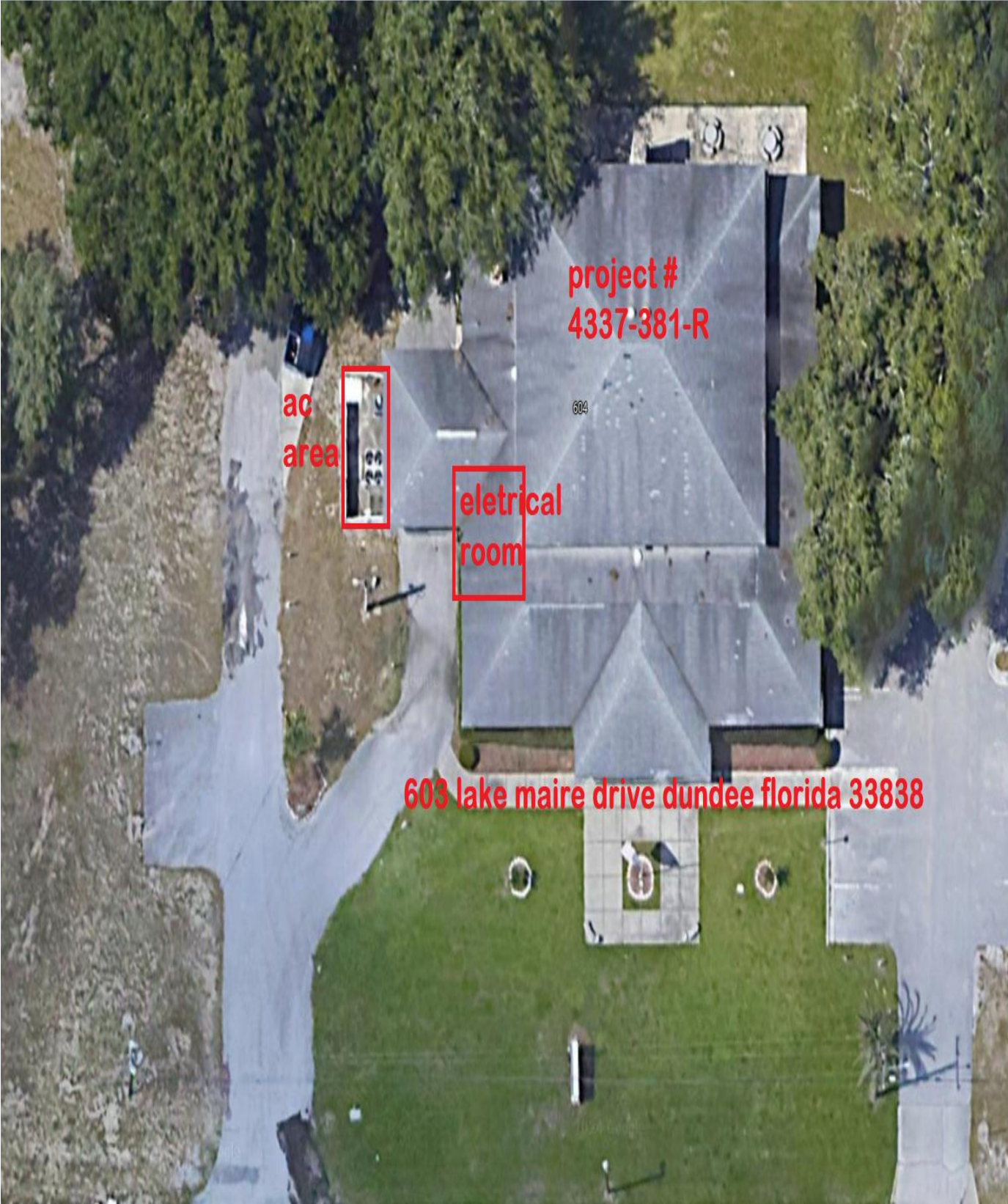
1.3 ADJUSTING

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

1.4 WARRANTIES

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

(Exhibit A)





BID FORM

FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATOR – DUNDEE COMMUNITY CENTER

RETURN DATE: Wednesday, October 9, 2024 by 4:00 P.M.

RETURN TO: Office of the Town Clerk
Attn: RFP #24-10
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: _____

Authorized Representative Information

Print Name & Title: _____

Signature: _____

Date: _____

Phone Number: _____

Email: _____

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

October 22, 2024 at 6:30 PM

Item 9.

AGENDA ITEM TITLE:

DISCUSSION & ACTION, RFP 24-10, EMERGENCY GENERATOR FOR ECONO LIFT STATION

SUBJECT:

Town Commission will consider re-releasing a bid (RFP 24-10) for an emergency generator at the Economy Inn Lift Station.

STAFF ANALYSIS:

In March 2024, Town staff received one bid for RFP 24-06 from Mid Florida Diesel, Inc. for the design, construction, and installation of emergency generators at the Dundee Community Center and the Economy Inn lift station.

At the recommendation of our funding partner (FEMA), we went out to bid a second time, because one bid was not sufficient. Town staff received two bids in August 2024. One of the bids was a nonresponsive bid, and one was accepted. However, we still only had one bid, so both were rejected.

FEMA suggested that the Town separate RFP 24-06 into two separate projects, one for the Dundee Community Center (RFP 24-09) and one for the Economy Inn Lift Station (RFP 24-10).

FISCAL IMPACT:

25% of Project Costs

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

RFP 24-10

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR FY 2024-25 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

RFP NUMBER: 24-10

**Responses are due by
4:00PM on October 9, 2024**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 24-09
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Lita O'Neill
Town Clerk
Town of Dundee
loneill@townofdundee.com
(863) 438-8330, Ext 258

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**RFP 24-10****FY 2024-25 DESIGN CONSTRUCTION AND INSTALLATION
OF EMERGENCY GENERATOR**

Sealed Bids marked "**SEALED BID – FY 2024-2025 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATOR**" will be received by the Town Clerk of the Town of Dundee, Florida, until **4:00 P.M., Wednesday, October 9, 2024** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified standby generator supplier and installer for the design, construction, and installation of one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and installation of one (1) – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. The Contractor shall be responsible for making sure that the new generator has the capacity to operate current load(s) and address the demand for emergency utility service(s) concurrently with demand arising out residential growth. As mentioned above, The Town of Dundee has identified one (1) location which is the subject of this RFP. Please reference project numbers for location(s).

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee, Florida 33838

- **Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.**
- **Generators shall be installed at location(s) protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).**

The proposals shall require the following:

The purpose of this project is to install a new generator at the project site mentioned above. The project shall include, but not be limited to, the design, permitting, installation and construction of the aforementioned generator at the identified location. The project shall also include, but not be limited to, the generator, all supplies and materials, labor, and any equipment necessary to construct and install the Generator which includes, but shall not be limited to, the following:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits
- Wiring and electrical connections

- Anchors
- Grounding
- Block heater
- Crane
- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system;
- Engine vitals monitored by LCD display (engine vitals include oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency);
- Oil drain extension;
- Vibration isolation pads;
- Water heater; and
- Fuel solenoid valve.

Generator and Equipment Enclosure:

- Must be, at a minimum, level 2 (weatherproof enclosure with foam) powder coated steel;
- Constructed to 200mph wind rating;
- Keyed with lockable doors with draw down latches and stainless-steel component hinges;
- Structural steel base with mounting and lifting holes; and
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker(s):

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system(s):

- Unit mounted radiator
- Low coolant shutdown

Block heater(s):

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger(s):

- 24-Volt 5 amps

Sub base tank(s): (sub base fuel tank steel with sub up – 24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler(s):

- Critical grade muffler with rain cap – if applicable

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

- Must include complete specifications on all models
- Must include a manufacturer’s brochure
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

On **Thursday, October 10, 2024 at 2:00 P.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 each location beginning at 10:00A.M. at the Economy Inn Lift Station, 28550 US Highway 27, Dundee FL 33838 on **Wednesday, September 25, 2024 at 9:00 A.M.**

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Wednesday, September 25, 2024 at 11:00 A.M.** 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 24-10, please contact **Lita O’Neill, Town Clerk, (863) 438-8330** or by e-mail at loneill@townofdundee.com.

Questions **shall be submitted in writing** via email to the Town Clerk until **Wednesday, October 2, 2024 at 3:30 P.M.**

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 Lita O’Neill, Town Clerk, Town of Dundee, Florida, and marked RFP 24-10: DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATOR – ECONOMY INN LIFT STATION

The Town of Dundee welcomes your response to this **RFP 24-10**. 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 24-10** 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 24-10**. 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 24-10, re-advertise RFP 24-10, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

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

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the following express conditions:
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, 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 related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) **PUBLIC RECORDS:**

Town and Consultant/Bidder/Contractor agree that Consultant/Bidder/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Bidder/Contractor does not transfer the records to the public agency.
- iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Bidder/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Bidder/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Bidder/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Bidder/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Bidder/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.

- e) **IF THE CONSULTANT/BIDDER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/BIDDER'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330 EXT. 258, loneill@TownofDundee.com, P.O. BOX 1000, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.**

If the Consultant/Bidder/Contractor does not comply with a public records request, the Town shall enforce the contract provisions which may include immediate termination of contract.

- f) It shall be understood and agreed that by the submission of a proposal, the Consultant/Bidder/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 Consultant/Bidder/Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town of Dundee that this Invitation to Bid/RFP promotes competitive bidding. It shall be the bidder's responsibility to advise Purchasing at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid/RFP to a single source. Such notification must be received in writing by the Office of the Town Clerk not later than ten (10) days prior to the bid opening date.
- h) 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.
- i) 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.
- j) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2. DEFINITIONS

Words used in the Contract Documents issued hereunder shall possess their everyday and ordinary meaning, provided however, that where a term is used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the Town.
- b. **APPLICABLE LAW:** Any contract entered into pursuant to this Invitation to Bid/RFP shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c. **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 Contract executed by the Town and Contractor and shall include all Contract Documents and bid documentation.
- h. **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project.
- 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

- i. the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j. **CONTRACT DOCUMENTS:** The bid documentation, Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- k. **INDEMNIFICATION:** Consultant/Bidder/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 Consultant/Bidder/Contractor performance of this contract. Other specific references to the Consultant/Bidder/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 Consultant/Bidder/Contractor indemnity is required.
- l. **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- m. **INSURANCE:** As specified in the Contract Documents.
- n. **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to 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 or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- 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, firm, company, corporation, association, society, or group which enters into a contract with the Contractor to do a portion of the work on this project.
- q. **TITLE:** The risk of loss of goods covered by the Purchase Order 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, 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.**

3) INTERPRETATIONS OR ADDENDA:

- a. No oral interpretation will be made to any Consultant/Bidder/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 Consultant/Bidder/Contractor will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the Office of the Town Clerk.
- b. The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Consultant/Bidder/Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Consultants/Bidders/Contractors shall be bound by such Addenda, 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 consultant/bidder/contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the

bid form, the manufacturer's name, and number. The Consultant/Bidder/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 consultant/bidder/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 will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Consultant/Bidder/Contractor expense. Each individual sample must be labeled with the Consultant/Bidder/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 Consultant/Bidder/Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

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

- a. All formal Invitations to Bid 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 consultant/bidder/contractor in connection with a solicitation or pending award of a bid or contract may protest to the Office of the Town Clerk.
- c. **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public on the Town's web site.
- 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 with the Office of the Town Clerk a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Office of the Town Clerk 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 of Dundee 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 Office of the Town Clerk within ten 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.
 - 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 Town's Public Works Department. 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) workdays (excluding Saturdays, Sundays, and legal Town holidays) 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 Clerk shall present the background for the protest to the 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 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 Committee may ask questions of all parties as necessary.
- g. The Bid Protest Committee will render their decision in writing within five (5) workdays 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) workdays after the rendering of the decision of the committee; date of the hearing; or the review, whichever is later. **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 proposal 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 must be received no later than the time and date, and at the location specified for submission in the Bid Documents. No bid will be accepted after the specified deadline or at any location other than that specified in the Bid Documents. 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 and place stated in the Bid Documents.

- c. The Town may elect to cancel or postpone a bid 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 a Request for Proposal 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 a Request for Proposal and the Town concurrently provides notice of its intent to reissue the Request for Proposal, 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 Request for Proposal or until the Town withdraws the reissued Request for Proposal. 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 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) may be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each Consultant/Bidder/Contractor shall deliver its sealed proposal to the location specified on the Request for Proposal. It is the Consultant/Bidder/Contractor 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 Request for Proposal and herein, may not be considered.
- 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 Consultant/Bidder/Contractor shall be solely responsible for the costs associated with preparation and submittal of its bid.
- 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:** Consultant/Bidder/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. Consultant/Bidder/Contractor are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) working days for payment.

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

Consultant/Bidder/Contractor that wish 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. Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor, 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 Consultant/Bidder/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) working 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) working 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 this contract will 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 Bid Documents, 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 after proper written notification is received by the Town. Notwithstanding any withdrawal, all bid documents received by the Town shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Each Consultant/Bidder/Contractor submitting a bid for any project on which bidding is based, shall execute, and submit with its bid a non-collusion affidavit which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a. The Consultant/Bidder/Contractor 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 herein; or
- c. A bid is submitted in a manner to limit competition.

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

16) STATEMENT OF QUALIFICATIONS:

Each Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor to perform its obligations under the Contract Documents; and the Consultant/Bidder/Contractor 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 Consultant/Bidder/Contractor 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 Consultant/Bidder/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 Consultant/Bidder/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. Consultant/Bidder/Contractor are 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. **Consultant/Bidder/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 or a signed Purchase Order mailed or otherwise furnished to the successful Consultant/Bidder/Contractor results in a binding contract without further action by either party. The signed Purchase Order authorizes the party in receipt of same to submit the product(s).
- d. After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, responsive, and responsible party (or as specified in the bid documents). Additional criteria as set forth in the Invitation to Bid/RFP will be considered in the award of the bid. The lowest responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest 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.
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

- a. Contractor shall keep the Town advised at all times of status of order. 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, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.
- b. The Contract shall not be terminated, nor 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 restricted 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 Consultant/Bidder/Contractor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Consultant/Bidder/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 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 Consultant/Bidder/Contractor 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 Invitation to Bid/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.
 - a. The emergency procedures for spills, fire, disposal, and first aid.
 - b. 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.

- c. 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 of Dundee.

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 \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to 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 solicitation, 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-RELATED CLAUSES

The Construction-Related Clauses shall apply to all work done on this project 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 Terms and Conditions and all other 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 of each Consultant/Bidder/Contractor 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 12A-1.094 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 for the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a. BID PRICES.

The bid must 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 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 construction contract executed with the Town. 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.

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 project. 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 under these provisions.
- ii) The Town shall have the assumption of 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 these provisions.
- 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, including plans, specifications, and requirements. 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 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 competent 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 for cause. 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 this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b. The 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 extra 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 upon this 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 such 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 on the work, 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 this Contract without the express written consent of the Town; provided, however, that assignments to banks, trust companies 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. 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 Contractor shall keep a set of plans and specifications available at the project site at all times.
- b. The original plans and specifications, and any copies of 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, 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 applicable Town 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 Invitation to Bid/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 Invitation to Bid/RFP, Terms and Conditions, or 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 contract limits as shown on the drawings 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 contract time or within an extension of that time the Town may grant, the Town may terminate the Contractor's right to proceed with the work by giving it written notice.
- 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 this 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 Office of the Town Clerk. Whenever a written request for interpretation(s) of the Contract Documents are properly submitted, the request(s) shall be answered by way of written 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 the Addenda. All such 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 this 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 or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.

- b. The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c. If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

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

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum

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

a. 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 must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One:	“Statutory”	
(ii) Part Two:	\$500,000.00	Each Accident
	\$500,000.00	Disease-Policy Limit
	\$500,000.00	Disease-Each Employee

b. The policy must 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.

b. 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 |

c. 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 |
|-----|----------------|----------------------------------|

d. Property Insurance:

a. If this 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 this 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 this 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 this 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 this 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, and this contractual indemnity shall survive the termination of this Contract.
- c. 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.
- d. 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.
- e. 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.
- f. 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
- g. 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.
- h. The Town reserves the right to include a provision for liquidated damages as a result of any

delay by the Contractor.

- i. 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.
- j. 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.
- k. 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. Where the bid price does not exceed \$30,000.00, a bidder will not be required to post a bid bond. In cases where the bid price does exceed \$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 Consultant/Bidder/Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) consecutive calendar days after receipt of written notice of award, enter into a contract with the Town in accordance with the accepted Contract Documents. **Should the successful Consultant/Bidder/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 does exceed \$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 successful bidder 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 construction agreement 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 construction agreement 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 successful bidder, as the Contractor, to execute a construction agreement. Upon execution of the construction agreement, the construction agreement and the Contract Documents become the Contract between the Town and Contractor.
- b. The construction agreement 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.
- 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 construction agreement 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 subject

Invitation-To-Bid/RFP and re-advertise the project and/or contract.

62) CONSTRUCTION SCHEDULE:

- a. The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) working 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) working 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 of Dundee 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 of Dundee 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 standby generator supplier and installer for the design, construction, and installation of 1 – 65KW 480 volt 3 phase (project# 4337-481-R) generator for a sewer lift station in the Town of Dundee. Contractor will be responsible for making sure that the new generator has the capacity to operate current load and allow to growth in the future. There is one location for this RFP. Please reference the correct project number for this location.

Project# 4337-481-R – Economy Inn Lift Station – 28550 US Hwy 27, Dundee Florida 33838

- Sizes noted above, or adequate size determined by the vendor and/or electrical engineer during the bid process to appropriately support the facility or lift station in outages or emergencies.
- Stored at a location protected against a 500-year flood event or located outside the Special Flood Hazard Area (SFHA).

The proposals require the following:

The purpose of this project is to install a new generator at two of our project sites mentioned above. The project shall include generator, materials, labor and equipment which includes but not limited to:

- Automatic transfer switch
- Panel racks
- Panels
- Breakers
- Conduits
- Wiring and electrical connections
- Anchors
- Grounding
- Block heater
- Crane

- Permits
- Inspections
- 24hr fuel tank
- Concrete pads

Other items generator must include are as follows:

- Microprocessor based, digital readout control system
- Engine vitals monitored by LCD display: oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency.
- Oil drain extension, vibration isolation pads, water heater, fuel solenoid valve.

Enclosure:

- Must be at least level 2 (weatherproof enclosure with foam) powder coated steel
- Rugged and durable 200mph wind rated
- Keyed alike lockable doors with draw down latches and stainless-steel component hinges
- Structural steel base with mounting and lifting holes
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker:

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system:

- Unit mounted radiator
- Low coolant shutdown

Block heater:

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger:

- 24Volt 5 amps

Sub base tank: sub base fuel tank steel (with sub up) (24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler:

- Critical grade muffler with rain cap if applicable

The bid packet must include the following:

- Complete specifications on all models
- Bid must accompany a manufacturer's brochure.
- Must show warranties on material and labor

Design must include a price to supply/install a 350KW 480 volt 3 phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- Generator renderings and itemized installation details for the project

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their 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 any private property including trees, curbs, mailboxes, private yards, and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.

1.03 – SEQUENCE OF WORK

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

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT**1.1 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

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

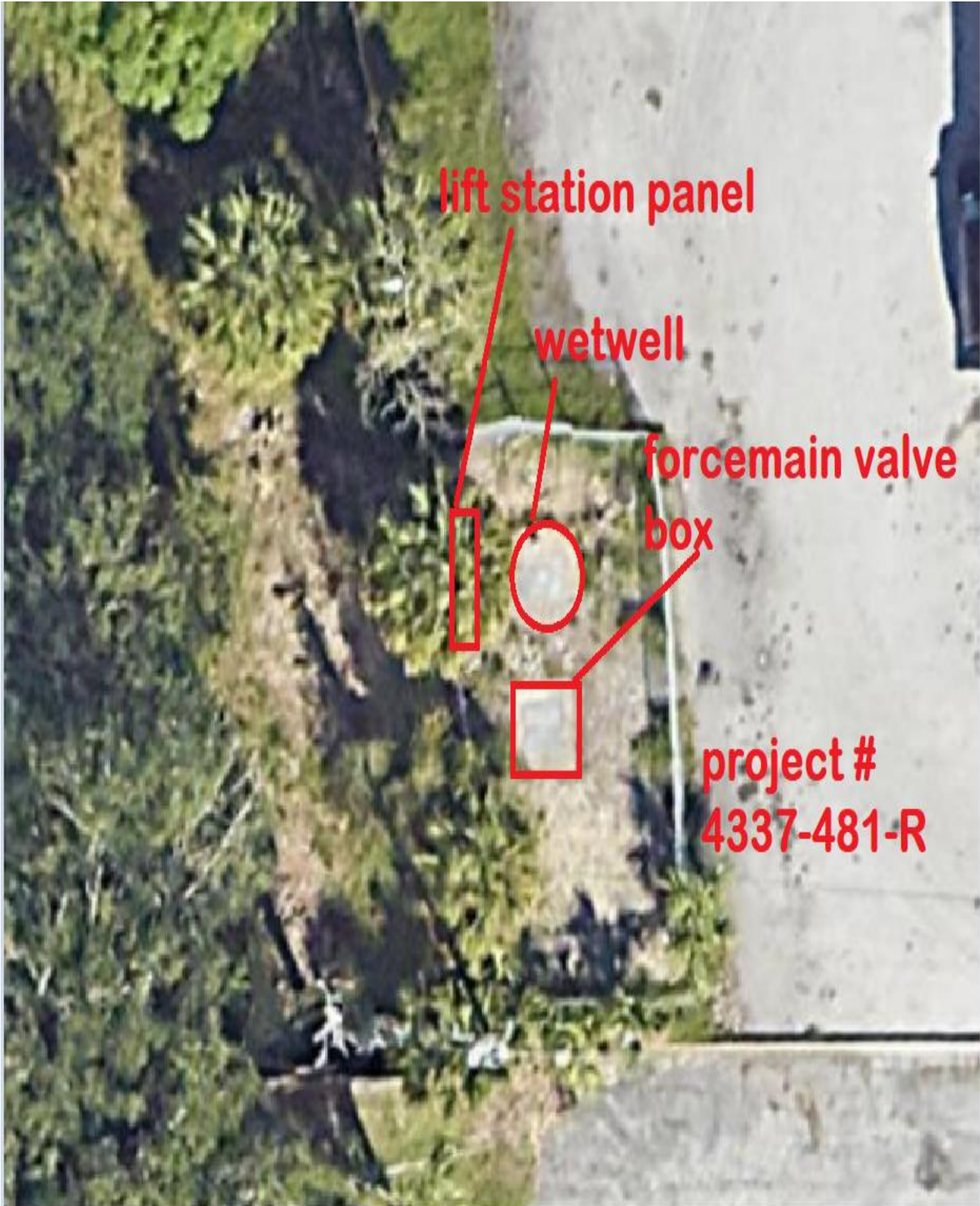
1.3 ADJUSTING

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

1.4 WARRANTIES

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

(Exhibit A)





BID FORM

FY 2024-2025 DESIGN CONSTRUCTION AND INSTALLATION OF EMERGENCY GENERATORS

RETURN DATE: Wednesday, October 9, 2024 by 4:00 P.M.

RETURN TO: Office of the Town Clerk
Attn: RFP #24-10
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: _____

Authorized Representative Information

Print Name & Title: _____

Signature: _____

Date: _____

Phone Number: _____

Email: _____

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

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION ONLY, FY2022-2023 AUDIT UPDATE

SUBJECT: UPDATE BY MIKE BRYNJULFSON, C.P.A., P.A.

STAFF ANALYSIS: Town Commission will hear an update from the auditor, Mike Brynjulfson, about the FY 2022-2023 audit.

FISCAL IMPACT: None

STAFF RECOMMENDATION: None

ATTACHMENTS: None



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, COMMISSION APPOINTMENT REASSIGNMENT
SUBJECT:	Commission Appointment Reassignment
STAFF ANALYSIS:	<p>On September 24, 2024, Mr. Steven Glenn resigned from the town commission board. His seat vacancy left a Commission Appoint Committee assignment open for the Dundee Elementary Academy Council Appointment (SAC).</p> <p>Staff is requesting that Commissioner Richardson takes on that Quarterly Appointment obligation for the remaining of this assignment.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	None



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, TOWN COMMISSION SEAT 2 VACANCY**

SUBJECT: The Town Commission currently has four out of five Commission seats filled due to the recent resignation of one Commissioner. The Commission needs to fill Seat 2.

STAFF ANALYSIS: Mr. Steven Glenn announced his resignation from Seat 2 of the Town Commission at the September 24, 2024 regular. The Town Attorney has reviewed Town Ordinances and Florida Statutes that govern elections in the Town of Dundee and has contacted the Polk County Supervisor of Elections to determine when the SOE office will be able to make the Town of Dundee voter registration books available and assist with holding of a special election for the Town of Dundee to fill vacant Seat 2.

Based on the response from the Polk County Supervisor of Elections, due to the upcoming General Presidential Election and the responsibilities that follow, SOE staff and vote tabulation equipment will not be available to assist with a Special Election until April 2025. In the response letter to legal staff, the Polk Supervisor of Elections stated that “the earliest practicable date the Supervisor of Elections office would be able to provide assistance would be Tuesday, April 8, 2025.

Forms from other municipalities are presented for the Town Commission to consider.

FISCAL IMPACT: None

STAFF RECOMMENDATION: At the will of the Commission

ATTACHMENTS: Lake Alfred forms
City of Winter Haven form

CITY OF LAKE ALFRED CITY COMMISSIONER VACANCY

2024 MUNICIPAL APPOINTMENT

For City Commissioner, At-Large Seat No. 2

Term: Until Next Regular Election: Tuesday, April 1, 2025

Deadline to apply: **Friday, June 21, 2024** All Interested Parties

QUALIFICATIONS

Per the City of Lake Alfred Municipal Charter: Section 2.02. Qualifications

Any elector of the city who has resided within the City’s municipal limits for not less than one full calendar year immediately preceding the first day for qualifying may be eligible to hold the office of City Commissioner. Only those electors who maintain a legal residence within the city’s municipal limits shall be eligible to hold the office of city commissioner. The city commission shall be the judge of the election and qualifications of its members and grounds for forfeiture as described in section 2.07 of the city’s Charter.

APPLICATION ACCEPTANCE

The qualifying documents, application, letters of interest, and resumes for City Commissioner will be accepted by the City Clerk or designee in the City Administration Building, 155 East Pomelo Street, Lake Alfred, FL 33850, from:

8:30 AM, WEDNESDAY, MAY 22, 2024
to
4:30 PM, FRIDAY, JUNE 21, 2024

Municipal Operational Hours:
Monday – Friday from 8:00 AM – 4:30 PM (Excluding Holidays)

PLEASE NOTE: This position requires the successful applicant to file a Financial Disclosure Form 6 with the State of Florida Commission on Ethics. This requires a full disclosure of all assets, incomes, and liabilities and their associated values.

For additional information regarding the appointment and qualifying information please contact the City Clerk. Phone: 863-291-5270 ext. 106 or Visit: mylakealfred.com.

Linda Bourgeois, BAS, MMC, ADAC, City Clerk
City of Lake Alfred
Polk County, Florida

INSTRUCTIONS TO PUBLISHERS: LEGAL DISPLAY AD – MAIN SECTION OF THE NEWSPAPER ONLY – NO CLASSIFIED SECTION

Please advertise **twice** in the Winter Haven News Chief, on Friday, May 24, 2024, and again on Friday, June 7, 2024.

Please advertise **twice** in the Winter Haven Sun, on Wednesday, May 29, 2024, and again on Wednesday, June 12, 2024

Legal Ad Requirements: Ad must be no less than 2 columns wide heading must be no less than 18 pt.; Display Ad - not in the classified section.

Please send Proof of Publication to:

Linda Bourgeois
lbourgeois@mylakealfred.com
155 E. Pomelo St.
Lake Alfred, FL 33850



Interviews I City Commissioner 2024

Candidate Name: _____

Interview Date & Time: 7/8/24 @ 7:00 PM

Interview Questions

1. Tell us about yourself, your personal and professional background, and why you're interested in becoming a City Commissioner.
2. What qualities, experience, and attributes do you feel you would bring to the City Commission?
3. Do you have any prior experience serving on a City Commission or Volunteer Boards?
4. If appointed, would you consider running for the full seat next year or are your intentions to serve for the appointment period?

WINTER HAVEN

The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) _____
2) _____
3) _____

Name: _____
(Last) (First) (Middle)

Address: (Home) _____
(Mailing) _____
(Office) _____

Phone: (Home/Cell) _____ (Office) _____
(Email) _____ (Fax) _____

Employer: _____

Position: _____ **Years/Months:** _____

Please answer the following:

Check (✓) one:

Are you a city of Winter Haven resident? Yes No

Are you a registered voter? Yes No

Do you own property in Winter Haven? Yes No

Are you currently serving on a City Board/Committee? Yes No

Have you ever served on a City Board/Committee? Yes No

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes No

How long have you lived in Winter Haven? _____
Years/Months: _____

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

REFERENCES:

<u>Name</u>	<u>Address</u>	<u>Phone</u>

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). *Signature required if NOT submitting electronically:* ✕ _____ *Date* _____

2). *To elect submission via email with no signature, click here:*



PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com



CITY OF LAKE ALFRED CITY COMMISSION APPLICATION FORM

First Name: _____ Last Name: _____

Address: _____

Cell Phone: _____ Alternate Phone: _____

Email Address: _____

Voter Registration ID # _____ Lake Alfred Resident: _____ years / _____ months

Please explain your interest and reasons for applying to be appointed to the City Commission.

Please list your education and employment experience and how it could relate to the appointment.

Please explain any community volunteer experience.

(attach additional pages if needed)

PLEASE NOTE: This position requires the successful applicant to file a Financial Disclosure Form 6 with the State of Florida Commission on Ethics. This requires a full disclosure of all assets, incomes, and liabilities and their associated values.

Please return the completed application form and any other documentation (e.g., Letter of Interest, Resume, etc....) to Linda Bourgeois, City Clerk, 155 E. Pomelo Street, Lake Alfred, FL 33850

SIGNATURE OF APPLICANT: _____ Date _____



**CITY OF LAKE ALFRED
APPOINTMENT OATH**

**STATE OF FLORIDA
COUNTY OF POLK**

BEFORE ME, I personally appeared to the below notary and swear or affirm that the following information is true and correct.

1. I am qualifying to become a candidate for consideration for the office of City Commissioner for an at-large Seat #2 in the City of Lake Alfred vacancy appointment.
2. I have resided within the City of Lake Alfred municipal limits for not less than one (1) full calendar year immediately preceding the date of May 22, 2024. (Section 2.02 – Qualifications of the City Charter)
3. My legal address is _____, which is located within the municipal boundaries of the City of Lake Alfred, Florida and I understand that I must maintain a legal residence within the city’s municipal limits to be eligible to hold the office of city commissioner. (Section 2.02 – Qualifications of the City Charter)
4. I am a registered elector of the City of Lake Alfred, Florida. (Section 2.02 – Qualifications of the City Charter)
5. I am qualified under the Constitution and the Laws of the State of Florida to hold office to which I desire to be appointed. I have qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with the office I seek; and I have resigned to run from any office from which I am required to resign pursuant to Section 99.012, Florida Statutes; and I will support the Constitution of the United States and the Constitution of the State of Florida.
6. I agree to qualify and to serve in such office for which I am appointed. (Section 4.03 (d) of the City of Lake Alfred Charter).
7. I acknowledge that, during the 2023 legislative session, Senate Bill 774 (SB 774) was passed and thereafter codified at Laws of Florida 2023-09, amending §112.3144, Florida Statutes (2023), changing the financial disclosure requirements for all elected members of the municipal governing board to file the Form 6 Financial Disclosure. This requires a full disclosure of all assets, incomes, and liabilities and their associated values.

Applicant Signature

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____(year), by _____ (name of the person making statement).

Signature of Notary Public – State of Florida

Print or Type Name of the Notary
Personally Known _____ OR Produced Identification _____



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION ONLY, RESOLUTION 24-30, FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024**

SUBJECT: Florida City Government Week, sponsored by the Florida League of Cities, is a weeklong celebration that raises awareness about the importance of municipal government and its daily impact on residents.

STAFF ANALYSIS: The Town of Dundee will be joining cities throughout the state in celebrating Florida City Government Week, October 21-27, 2024.

Municipal government, including towns, cities, and villages, is the government closest to most citizens and the one with the most direct daily impact upon its residents. It is important that residents understand how their city operates, the services it provides, and the importance of their active involvement.

Events planned for this year's events include lessons about how to write letters in 3rd grade classrooms at Dundee Elementary Academy, a story time with Commissioner Mary Richardson, a display at the library with books highlighting local government, and a middle school essay-writing contest with the theme "What Would You Do If You Were Elected Mayor?" The Florida League of Cities is providing activity books, pencil pouches, stickers, and pencils for the 3rd grade participants.

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Resolution 24-30, Florida City Government Week 2024
FLC Municipal Activity Book

Municipal Activity Book

*This document is published by the Florida League of Cities
in support of the 2019-20 presidential initiative Readers2Leaders*

MY CITY, TOWN OR VILLAGE

Fill in the information below about your home.

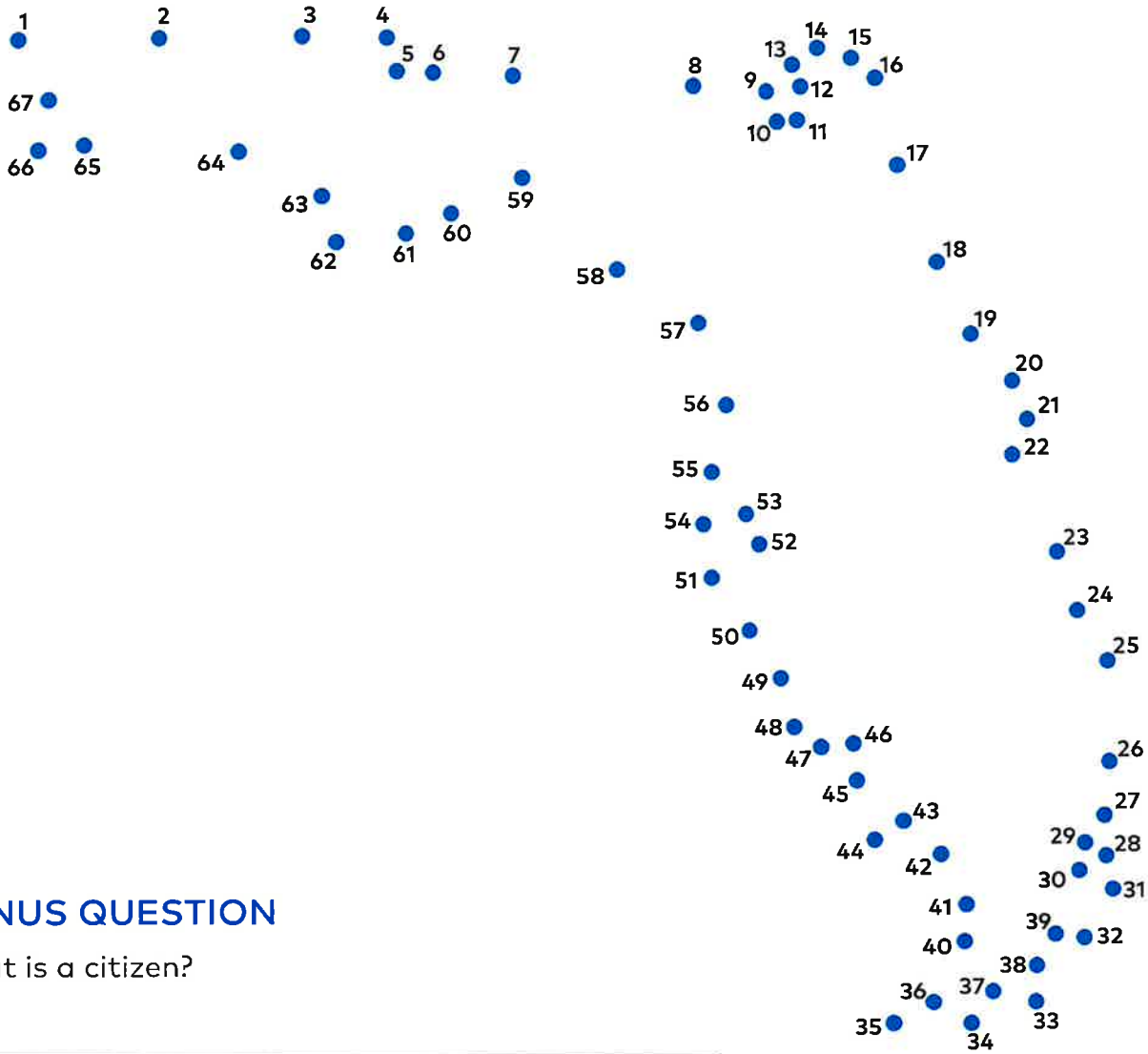
I live in the _____ (city, town or village) of _____.

My city is in the county of _____. The population of my city is _____.

We have a _____ form of government.

I live in the unincorporated part of _____ County. My county's population is _____.

Connect the dots to complete the image. Then, draw a heart where your city is located.



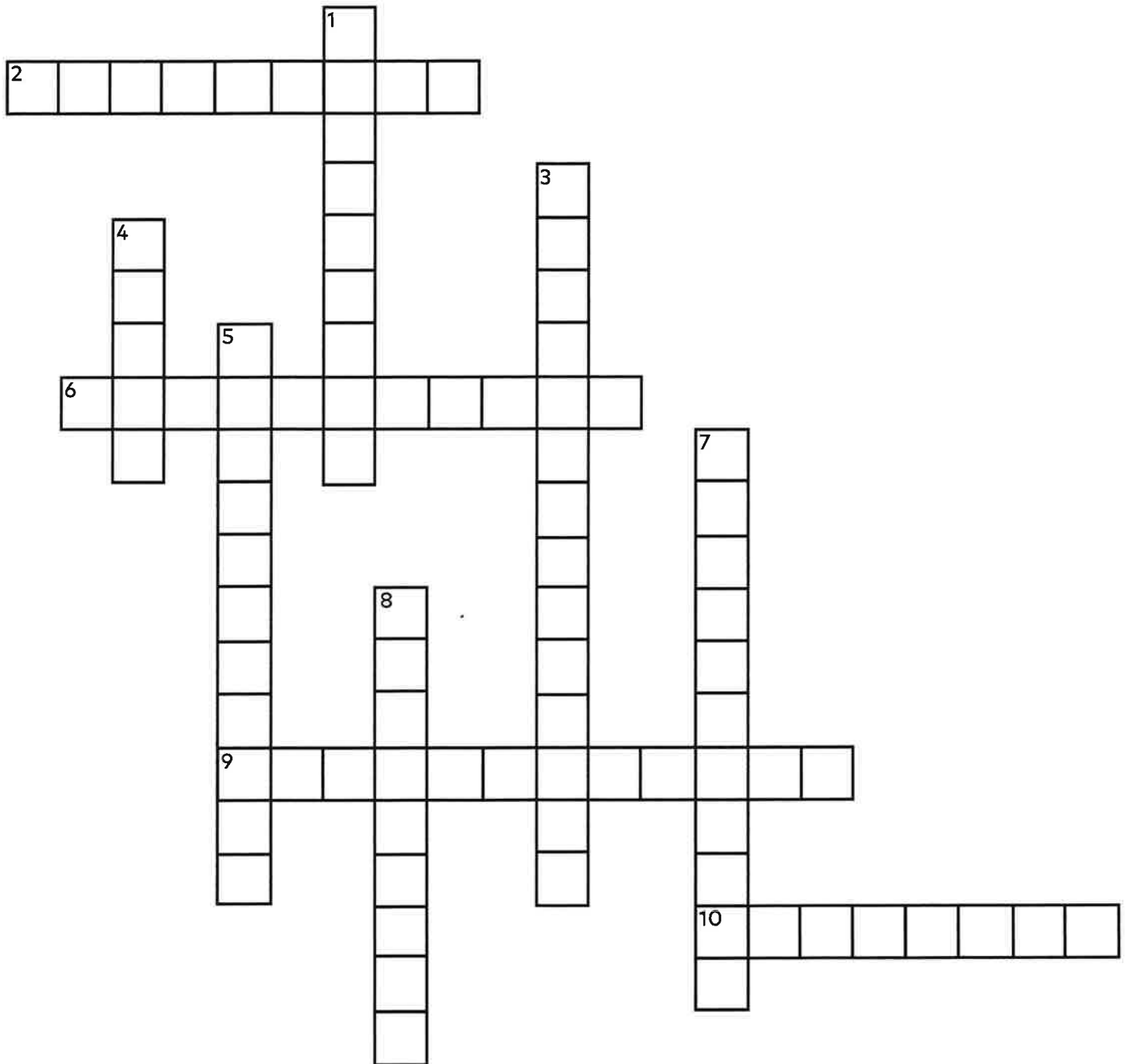
BONUS QUESTION

What is a citizen?

CITY JOBS

Item 13.

Complete the crossword puzzle to determine the jobs commonly found in cities. Remember, no two cities are alike, and each city may have different jobs.



DOWN

1. head of the fire department
3. collects waste and recyclable materials
4. an elected official who takes a leadership role for the council
5. the governing body of the city
7. administers city business such as hiring
8. record keeper for the city

ACROSS

2. oversees the city library
6. head of the police department
9. represents the city in legal matters
10. designs roads, bridges and other infrastructure

Read this story very carefully to see how many city services you can find. Underline or highlight the city services. Remember, because no two cities are alike, each city offers different services. The citizens decide what services they want!

This was the big game of the season – Jefferson High School against Washington High School in nearby Greendale City. Washington High marching band members stashed their instruments on the school buses and climbed aboard. At 5:00 p.m., the two buses pulled away from the city recreation parking lot.

Movement through city streets was slowed by rush hour traffic. Main Street was closed because public works crews were fixing a broken water line. A police officer directed traffic. At one intersection, the buses stopped as fire engines raced by. The buses traveled slowly, past the waterworks and down the hill to the edge of the city limits. Finally, on the interstate, they began to make good time. Students quietly began to eat their sandwiches. It was getting dark outside as they left the city.

The buses left the interstate and drove along County Line Road past the jail and a large public works garage. The highway soon approached the Jefferson airport where the runways were ablaze with lights and planes. Students pressed their noses against the windows to look. On the other side of the highway, flashing blue lights revealed the sheriff's car parked behind a speeder who had been pulled over.

When they got off the buses at Jefferson High, most band members quickly headed for the field house to have a drink of water and use the restroom before going to the stands. A city bus loaded with fans arrived just at kickoff.

School rivalry showed on the field. It was a tough, defensive game. At the end of the first quarter, a pileup left a Washington High quarterback stretched out on the field, moaning. The crowd quieted as he was lifted by emergency medical technicians to an ambulance. By the end of halftime, word came from the City of Greendale General Hospital that his injury was only a bad sprain; he would be all right. A cheer went up, and the Washington High team raced onto the field, geared to win.

It was Washington High's night. They won 13-3, their first victory against Jefferson in four years. A steady rain had started, and the bleachers emptied quickly. Police officers guided traffic smoothly out of the parking area around the drainage ditches. Ground crews were already picking up discarded cups and papers to fill dumpsters with trash. As the buses pulled away, the field lights were dimmed and then turned off. Only streetlights lit their way through the dark rainy night.

The buses vibrated with victory songs. Soon, however, weariness caught up with the musicians, and two quiet buses traveled down the interstate.

TOWN HALL TRIVIA

Can you answer all the questions below?

1. There are _____ cities, towns and villages in Florida.

2. _____ is the legal name in Florida for a city, town or village.

3. What is the difference between a city, town or village in Florida?

4. What is the governing body of a municipality? _____
5. What is the difference between a city council and a city commission in Florida?

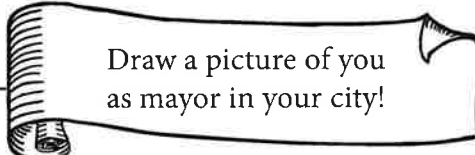
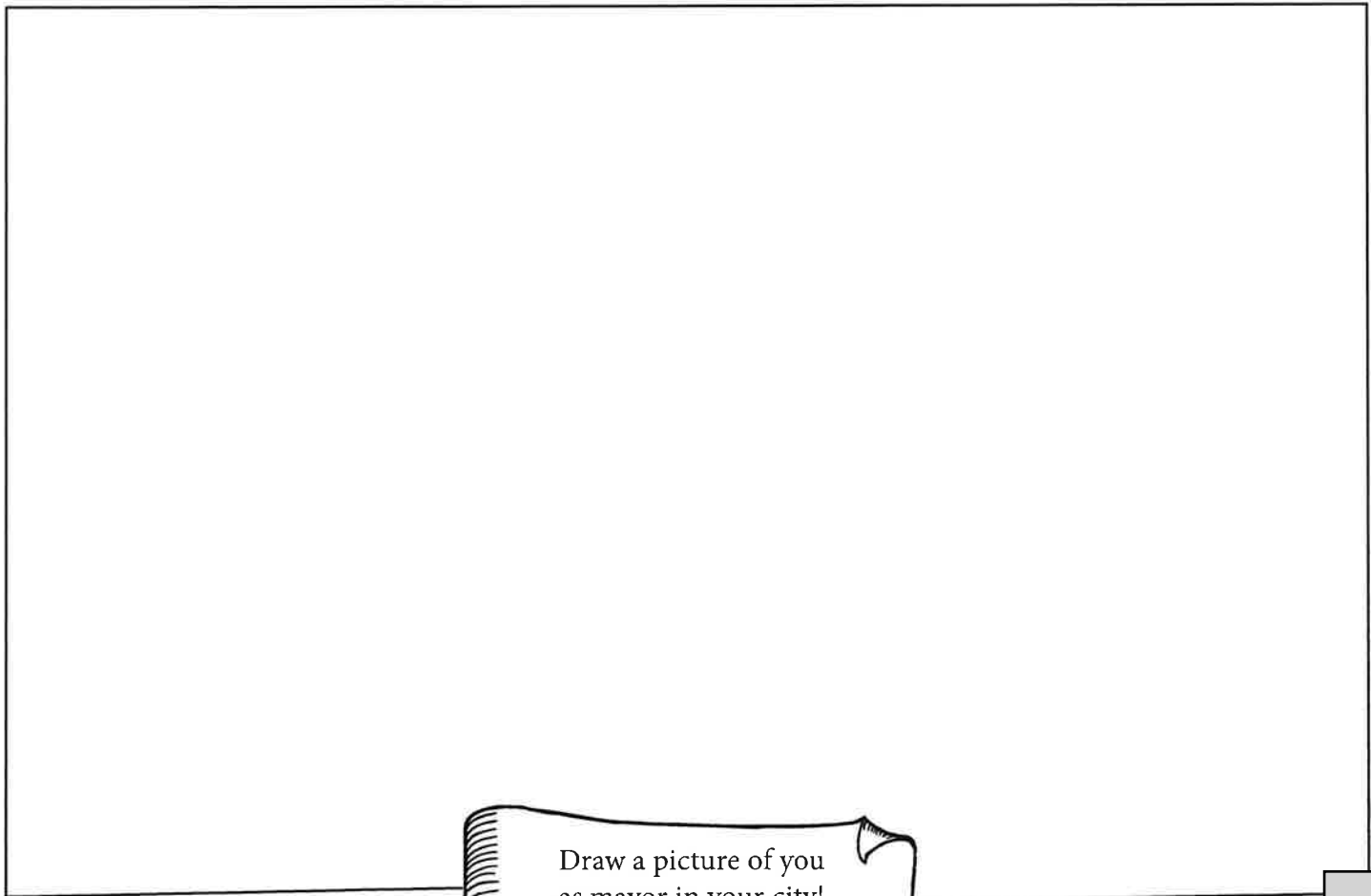
6. A _____ is like a constitution in that it is written and adopted by the citizens of a municipality.
7. Name two city staff positions in your city.

8. Name two city departments in your city.

9. An _____ is a law enacted by a city or county affecting local affairs such as traffic, noise and animal control.
10. Can you name any of the members of your city council/city commission?

IF I WERE MAYOR ...

If you were Mayor for a day, what would you do?



Draw a picture of you
as mayor in your city!

RESOLUTION NO. 24-30

A RESOLUTION OF THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21-27, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, municipal government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, municipal government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF DUNDEE AS FOLLOWS:

Section 1. That the Town of Dundee encourages all citizens, city government officials, and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the Town of Dundee encourages educational partnerships between

local governments and schools, as well as civic groups and other organizations.

Section 3. That the Town of Dundee supports and encourages all Florida municipal governments to actively promote and sponsor Florida City Government Week.

PASSED AND ADOPTED by the Town of Dundee, in Polk County, Florida on the 8th day of October, 2024.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST:

Lita O’Neill, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Town Attorney



TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, ROAD CLOSURE FOR THE RESCHEDULED HISPANIC & LATIN CULTURAL PARADE & FESTIVAL**

SUBJECT: The Town Commission will consider approval of a road closure for the Hispanic & Latin Cultural Parade and Festival.

STAFF ANALYSIS: In August, the Town Commission approved a special event application and road closure for the first annual Hispanic Heritage Parade and Event in Dundee, which was originally scheduled to take place on Saturday, October 12, 2024. Due to Hurricane Milton, the event was canceled.

Not only is the date of the event changing, but the time is changing too. The new date is Saturday, November 30, 2024. The parade will begin at 3pm (not 4pm) and the festival will follow immediately after the parade at the Dundee Community Center. The event ends at 8pm.

FISCAL IMPACT: None

STAFF RECOMMENDATION: At the will of the Commission

ATTACHMENTS: Special Event Application
Parade Route Map

SPECIAL EVENT APPLICATION

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

Applicant Information:

Organization Name: Hispanic Leaders Network & Youngpros Sports Foundation

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

Address: 527 W. Chicago Avenue Phone: 863 440 1780
Lake Hamilton, FL 33851

Event Contact Information:

Name: (First & Last): Marisol Ortega

Mailing Address: P.O. Box 1035

City, ST, ZIP: Lake Hamilton, FL 33851

Phone#: 863440-1780 Email: hispanic.leaders.network@pe.gmail.com
863-325-6688 (MISHEL ORTEGA Jr. "Bee")

Event Information:

Name of Event: The Hispanic & Latin Cultural Parade
1st Annual

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: At the community center have music vendors, food trucks.

Event Description: Parade & Gathering at Community Center

Event Start Date: Oct. 12th Time: 4pm

Event End Date: Oct. 12th Time: 9pm

Set up Date: _____ Time: _____

Take Down Date: _____ Time: _____

Gated/Ticketed Open to the Public Private Other: _____

Detailed Location of Event: Begin Parade route at Win Dixie Plaza & end at the community center. Community center to have a kids zone area w/ bounce houses, face painting & so on. Photo booth area, vendors and food trucks to enjoy the rest of the evening.

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 type="checkbox"/> Food Distribution/Sales | <input checked="" type="checkbox"/> Concerts/Live Music |
| <input type="checkbox"/> Use of electric outlets | <input type="checkbox"/> Installation of additional outlets |
| <input type="checkbox"/> Use of water spigots | <input checked="" type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals | <input type="checkbox"/> On-Site Cooking |
| <input type="checkbox"/> Temporary Structures | <input type="checkbox"/> Amusement rides |
| <input checked="" type="checkbox"/> DJ | <input checked="" type="checkbox"/> Multiple Vendors |

Other will have a sound guy with a stage/trailer | DJ. 2 live artists, food trucks & vendors. Parade floats.

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

Other Information:

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

Please list all affected streets: MAIN Street from Winn Dixie Plaza
to the community & street near community center

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

Please describe: Just community center area

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

Please describe State Roads to be closed: _____

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

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

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

Any other requested assistance from the Town? I think the sherry
& whoever else the ~~the~~ Town recommends we
need.

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.

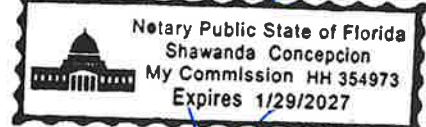
Mansol Ortega Signature of Sponsor or Authorized Representative of Sponsor 7/2/2024 Date
Mansol Ortega Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 2 day of July, 2024 by

Mansol Ortega

Shawanda Concepcion Signature of Notary Public-State of Florida
Shawanda Concepcion Name of Notary Typed, Printed, or Stamped

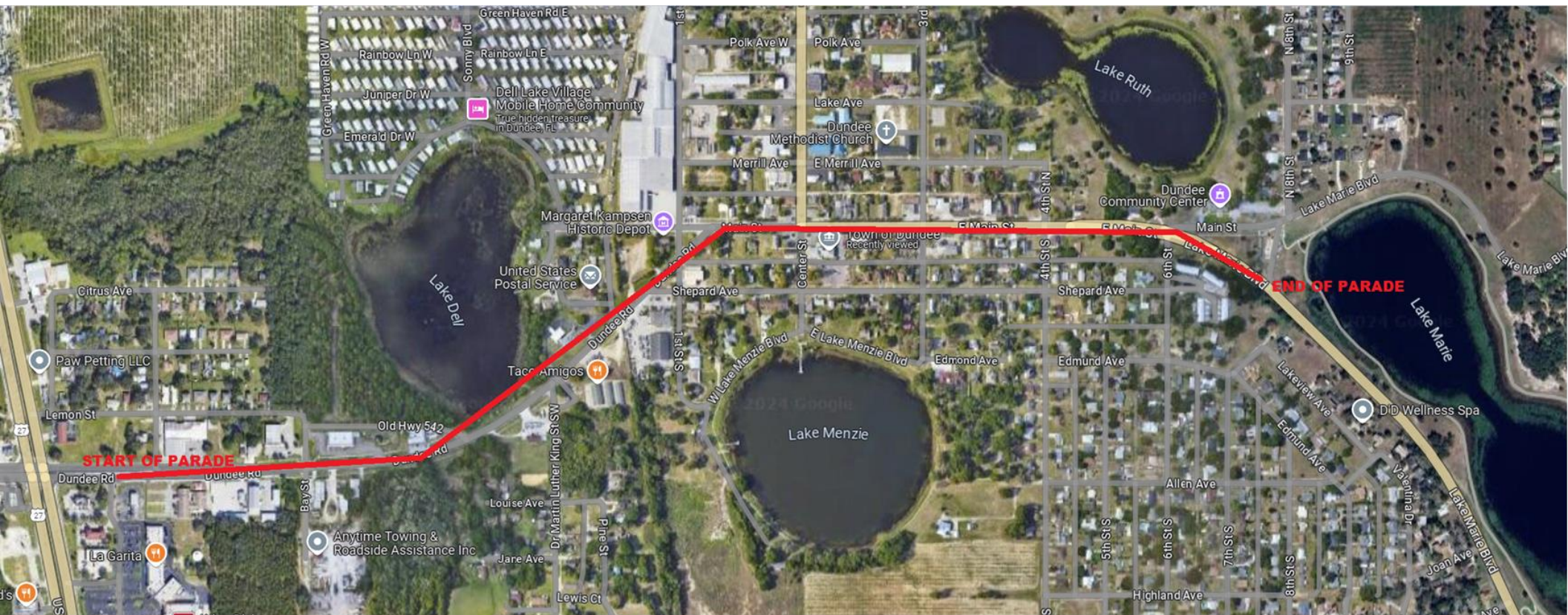


(NOTARY SEAL)

Personally Known X OR Produced Identification _____
Type of Identification Produced: _____

Parade Route – First Annual Hispanic & Latin Cultural Parade and Festival

New Date: November 30, 2024





TOWN COMMISSION MEETING

October 22, 2024 at 6:30 PM

AGENDA ITEM TITLE: **DISCUSSION & ACTION, NOVEMBER & DECEMBER 2024 MEETING DATES**

SUBJECT: The Town Commission will consider an amended meeting calendar for the months of November and December 2024.

STAFF ANALYSIS: In previous years, there has traditionally only been one meeting in November and one in December due to the holidays. Our current schedule for November is November 12th and 26th. The December schedule is December 10th and 24th. December 24th is a staff holiday, so if there is a desire to keep this meeting scheduled for the fourth Tuesday, an alternate date will need to be chosen.

Presented for the Town Commission’s consideration is the following amended schedule:

- 1. November 12, 2024
- 2. December 10, 2024

The proposed amended schedule keeps both second Tuesday meetings in November and December. The Town Commission may decide to either reschedule or cancel the fourth Tuesday meetings in both November and December.

FISCAL IMPACT: None

STAFF RECOMMENDATION: At the will of the Commission

ATTACHMENTS: None



Town of Dundee

Item 15.

TOWN CLERK

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8333

“PUBLIC NOTICE OF MEETINGS”

Pursuant to Section 286.011 Florida Statutes, notice is hereby given to the public that the following meetings will be held, at which member(s) of the Town of Dundee Commission will be present in an official fact-finding capacity and/or town business may be discussed.

TOWN OF DUNDEE 2024 HOLIDAY MEETING SCHEDULE

Tuesday - November 12, 2024

TOWN COMMISSION MEETING WILL BE HELD

Tuesday - November 26, 2024

TOWN COMMISSION MEETING CANCELLED

Tuesday - December 10, 2024

TOWN COMMISSION MEETING WILL BE HELD

Tuesday - December 24, 2024

TOWN COMMISSION MEETING CANCELLED

PLEASE BE ADVISED THAT IF YOU DESIRE TO APPEAL FROM ANY DECISIONS MADE AS A RESULT OF AN 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)

FOR TOWN MEETINGS: IF YOU ARE A PERSON WITH DISABILITY WHO NEEDS ANY ACCOMODATIONS IN ORDER TO PARTICIPATE IN THE AFOREMENTIONED 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.