



# **TOWN COMMISSION MEETING AGENDA**

**April 11, 2023 at 6:30 PM**

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

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

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

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 11, 2023**

**A. MINUTES**

1. March 14, 2023 Town Commission Meeting

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

- 1. PROCLAMATIONS, ARBOR DAY 2023**
- 2. PROCLAMATION, WATER CONSERVATION MONTH 2023**

**NEW BUSINESS**

- [3.](#) ORDINANCE 23-02, POTABLE WATER LEVEL OF SERVICE AMMENDMENT
- [4.](#) ORDINANCE 23-03, CAPITAL IMPROVEMENTS ELEMENT
- [5.](#) DISCUSSION AND ACTION, REMOVAL OF EXCESS WATER FROM LAKE MARIE
- [6.](#) DISCUSSION & ACTION, CDBG GRANT OPPORTUNITY PUBLIC HEARING
- [7.](#) DISCUSSION & ACTION, RFP 23-01 FIRE DEPARTMENT REMODEL
- [8.](#) DISCUSSION, POLK COUNTY BURN BAN

**REPORTS FROM OFFICERS**

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

***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.*

**ADJOURNMENT**



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of April 11, 2023 contains the following:
- A. Minutes
    - 1. March 14, 2023 Town Commission Meeting
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** March 14, 2023 Town Commission Meeting Minutes



## TOWN COMMISSION MEETING MINUTES

March 14, 2023 at 6:30 PM

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

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

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**CALL TO ORDER at 6:30pm**

**PLEDGE OF ALLEGIANCE led by Mayor Pennant**

**INVOCATION led by Mayor Pennant**

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

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

**ROLL CALL by Interim Town Clerk Trevor Douthat**

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

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

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

**Mrs. Dee Hall, 801 Lake Marie Dr** thanked the Fire Department and the Chief for their dedication and the work they do. She reported vandalism that had happened at her home. She also asked for a warning sign for an alligator at the bridge/dock on Lake Marie.

**Archie Sapp, 703 N Adams Ave**, spoke about the lack of proper lighting around the Town and asked about the request he made to have speed bumps installed on 8<sup>th</sup> Street.

**Suzetta Henson, 309 8th St N**, spoke about the traffic back up issues at Frederick Avenue & 8<sup>th</sup> Street North.

With no further comments from delegation, Mayor Pennant closed the floor.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 14, 2023**

A. Minutes

1. January 18, 2023 Tree Board Meeting

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

**MOTION TO APPROVE the consent agenda for the meeting of March 14, 2023, made by Quarles, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant**

**APPROVAL OF AGENDA**

Town Manager Davis reported the following changes to the March 14, 2023, regular agenda.

- Item 4 Resolution 23-04 was added.
- Item 5 Resolution 22-51 was updated.
- Item 9 Discussion, State House and Senate bills was added.

**MOTION TO APPROVE the agenda with changes made by Glenn, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

**1. RECOGNITION OF RESIDENT, KEVIN KITTO**

Town Manager Davis read the analysis.

Mayor Pennant presented Mr. Kitto with a certificate of appreciation.

**2. PROCLAMATION, WOMEN'S HISTORY MONTH**

Town Manager Davis read the analysis.

Mayor Pennant read the proclamation and presented Jill Kitto and Annette Wilson with proclamation certificates.

**MOTION TO SUPPORT WOMEN'S HISTORY MONTH made by Glenn, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant**

**NEW BUSINESS**

**3. RESOLUTION 23-03, POLK REGIONAL WATER COOPERATIVE GUARANTY AGREEMENT**

Assistant Town Attorney Claytor read the Resolution by title and gave the analysis.

**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO A LOAN OBTAINED BY THE POLK REGIONAL WATER COOPERATIVE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; MAKING FINDINGS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT 1 TO GUARANTY AGREEMENT FOR POLK REGIONAL WATER COOPERATIVE DRINKING WATER STATE REVOLVING FUND PLANNING LOAN AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

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

Commissioner Quarles asked if there would be any fiscal impact.

**MOTION TO APPROVE** made by Goddard, Seconded by Quarles.

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

**4. RESOLUTION 23-04, RDK CONTRACT RENEWAL**

Assistant Town Attorney Claytor read the Resolution by title.

Town Manager Davis read the analysis.

**RESOLUTION NO. 23-04**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE LEASE AGREEMENT(S) BETWEEN THE TOWN OF DUNDEE AND RDK ASSETS, INC. D/B/A RDK TRUCK SALES FOR THE THIRTEEN (13) MONTH LEASE OF A 2021 FREIGHTLINER M2 REARLOADER AND 2022 FREIGHTLINER M2 SIDE LOADER 31 YARD; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND CONFIRMING AND APPROVING THE TOWN MANAGER'S ACTIONS IN ENTERING INTO SAID LEASE AGREEMENTS WITH RDK ASSETS, INC. D/B/A RDK TRUCK SALES.**

Mayor Pennant opened the floor for comments from the public.

**Archie Sapp, 703 N Adams Ave**, supported maintaining the Town service but suggested that the fee schedule should be changed.

**Dre Robinson, 612 MLK St**, does not feel the elderly should be charged for bulk pick up of excessive items. He also questioned whether or not anyone considered how much the speed humps installed on MLK St would slow down emergency vehicles.

**Suzetta Hensen, 309 8th St N**, suggesting charging for garbage cans that are left out.

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

Commissioner Goddard asked what day the contract would be effective.

**MOTION TO APPROVE Resolution 23-04** made by Goddard, Seconded by Glenn. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

## 5. **RESOLUTION 22-51, WOODLAND RANCH ESTATES PHASE I & II CSP**

Assistant Town Attorney Claytor read the Resolution by title.

### **RESOLUTION NO. 22-51**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASES I AND II 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 WOODLAND RANCH ESTATES PHASES I AND II; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Development Director Peterson gave the presentation/technical review.

Assistant Town Attorney Claytor clarified that the technical review comments provided and the reason the CSP is conditional is because a Developer's Agreement is required and will service as Exhibit C.

Mayor Pennant opened the floor for comments from the public.

**Kevin Kitto, 150 Kitto Lane**, expressed concerns about school accommodations and said that one local school is at capacity and will not be accepting any new students this year or the next.

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

**MOTION TO APPROVE RESOLUTION 22-51** made by Quarles, Seconded by Goddard.

Voting Yea: Glenn, Goddard, Quarles, Pennant

Voting Nay: Richardson

6. **DISCUSSION AND ACTION, CFRPC AGREEMENT**

Town Manager Davis read the analysis.

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

**MOTION TO APPROVE THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AGREEMENT** made by Goddard, Seconded by Glenn. Passed Unanimously.

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

7. **DISCUSSION AND ACTION, LAKE DELL TREATMENT**

Town Manager Davis gave the analysis.

Commissioner Goddard asked about a future refund.

Commissioner Glenn asked if we have proof of ownership.

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

**MOTION TO APPROVE THE LAKE DELL TREATMENT** made by Glenn, Seconded by Goddard. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

8. **DISCUSSION AND ACTION, ZAMBELLI 2023 CONTRACT**

Town Manager Davis gave the analysis including the price increase of \$1200.

Assistant Town Attorney Claytor reminded the Commission that this agreement has historically been treated as a sole source purchase; however, if the Town Commission wished for Town Staff to seek additional vendors, Town Staff could do same.

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

**MOTION TO APPROVE the Zambelli 2023 Contract** made by Goddard, Seconded by Quarles. Passed Unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

9. **DISCUSSION, HOUSE AND SENATE BILLS**

Town Manager Davis gave the analysis and a description of several State House and Senate bills that are currently before them.



## REPORTS FROM OFFICERS

Polk County Sheriff's Office - Sergeant Anderson asked about the Easter Egg Hunt event and that the traffic concerns on Frederick Ave are a known problem and that the Sheriff's Department is open to suggestions to alleviate the problem.

Dundee Fire Department – Chief Carbone reported that May 20<sup>th</sup> the department will have live fire training and services will be covered by County. He also gave the updated run totals.

Town Manager reported the following events:

- Historic Depot grand reopening on March 18<sup>th</sup> at 10AM until 12PM
- The Easter Egg Hunt at Church on the Hill Saturday, April 8<sup>th</sup> at 11AM
- The Autism Awareness event at the Development Services Building at 3PM, Saturday, April 8<sup>th</sup>

Town Manager also informed the Commission that the Town received the Distinguished Budget Presentation Award. Manager Davis also informed the Commission that the speed humps on MLK St had been installed.

Commissioner Goddard commended all reward recipients on their awards. He thanked all for their service and time. He announced that Town Manager Davis was able to book the band from the March Ridge League of Cities dinner for the Town's July 4<sup>th</sup> celebration.

Commissioner Glenn congratulated all of the reward recipients and thanked everyone for spending their time to be at the meeting and asked for an update for the Winn Dixie turn in and the lighting at Lake Marie.

Commissioner Quarles congratulated the reward recipients and thanked everyone for their time.

Vice Mayor Richardson congratulated the award recipients and informed Jill Kitto that she had communicated with the Town Manager regarding her ( Jill Kitto) concern.

**Kevin Kitto, 150 Kitto Ln**, informed the Commission that Leadership Polk County will be in Dundee on April 14<sup>th</sup>, 2023 to tour local businesses.

Mayor Pennant congratulated the award recipients and thanked all of the ladies for all they do.

**ADJOURNMENT at 8:15PM**

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Interim Town Clerk

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



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

**AGENDA ITEM TITLE:** PROCLAMATIONS, ARBOR DAY 2023

**SUBJECT:** The Town Commission will consider the proclamation National Arbor Day 2023.

**STAFF ANALYSIS:** **APRIL 28, 2023 – National Arbor Day**  
National Arbor Day is observed each year on the last Friday in April. Arbor Day is a holiday in which individuals and groups are encouraged to plant and care for trees. Trees provide vital protection for the Earth’s topsoil from erosion, oxygen, and homes for wildlife. They also are a renewable resource that provides a variety of materials for building, fuel, and office supplies. Trees beautify our environment, provide shade on a sunny day and improve our quality of life. National Arbor Day celebrates all these things and aims for American generations to come to enjoy all the benefits trees have to offer.

Tree Board Chairperson, Sheila Aguilar, will receive the Proclamation.

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** None

**ATTACHMENTS:** Proclamation – 2023 National Arbor Day

# PROCLAMATION



**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE**, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim Friday, April 28<sup>th</sup>, 2023 as

## ARBOR DAY



and urge all Residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 11<sup>th</sup> day of April 2023.

**TOWN OF DUNDEE, FLORIDA**

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

**Attest:**

\_\_\_\_\_  
**Trevor Douthat, Interim Town Clerk**



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** PROCLAMATION, WATER CONSERVATION MONTH 2023
- SUBJECT:** Upon approval of the Town Commission, the Town will recognize Florida Water Conservation Month in April 2023
- STAFF ANALYSIS:** The State of Florida has designated April as Florida’s Water Conservation Month to educate citizens about how they can help save Florida’s precious water resources. The Town of Dundee encourages all Dundee citizens and businesses to do their part in conserving water and promoting a healthy community and economy.
- Cindy Rodriguez of SWFWMD will accept the Proclamation.
- FISCAL IMPACT:** Staff recommends approval
- STAFF RECOMMENDATION:** None
- ATTACHMENTS:** 2023 Florida Water Conservation Month Proclamation

# PROCLAMATION



**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, the State of Florida, Water Management Districts and the Town of Dundee are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, the Town of Dundee and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

**WHEREAS**, the Town of Dundee has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE, BE IT RESOLVED** that by virtue of the authority vested in me as Mayor of the Town of Dundee, do hereby proclaim the month of April 2023 as

## WATER CONSERVATION MONTH

The Town of Dundee, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Dated this 11th day of April, 2023

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Sam Pennant, Mayor

Attest:

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Trevor Douthat, Interim Town Clerk



**TOWN OF DUNDEE  
TOWN-INITIATED REQUEST FOR A COMPREHENSIVE PLAN TEXT AMENDMENT TO THE  
POTABLE WATER LEVEL OF SERVICE**

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**TO:** Town of Dundee, Town Commission

**PREPARED BY:** Lorraine Peterson/Central Florida Regional Planning Council

**AGENDA DATE:** April 11, 2023

**REQUESTED ACTION:** Proposed amendment to the potable water Level of Service Standard from 140 gpcd to 115 gpcd in the Dundee Comprehensive Plan and in the Unified Land Development Code.

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**NOTICES:**

Pursuant to Florida Statutes a letter was sent to the Department of Economic Opportunity on March 6, 2023, via email and no adverse comments have been received. An advertisement for this adoption public hearing (2<sup>nd</sup> reading) was published in the Ledger, Wednesday, April 5, 2023.

**BACKGROUND:**

The Level of Service quantifies the types and amounts of services customers receive. The established Level of Service helps the Town plan for future development by ensuring enough water will be available for the proposed development. The Town proposes to update the Level of Service for potable water to reflect current needs and requirements from the Central Florida Water Initiative (CFWI).

**Per Capita Rate**

The current SWFWMD maximum Gross Per Capita rate is 150 by policy. The 130 amount was discussed by Southern Water Use Caution Area (SWUCA). SWUCA was designed in 1992 to address declines in aquifer levels due primarily to groundwater withdrawals. SWFWMD designates and establishes the protection and recovery of the water resources.

Central Florida Water Initiative (CFWI) requires 115 by December 31, 2023. The Town is currently at 107.8 (2021).

**The SWFWMD requires:**

- Permittees With a Five-Year Compliance Per Capita Rate No Greater Than 150 gpd as of 2009. (Water Use Permit Applicants Handbook Part B 2.3.7.2.2)

**CFWI requires (Focus on Gross Per capita):**

- Gross per capita daily water use rate of no greater than 115 gpd. (CFWI Supplemental Applicant's Handbook- CFWI-2.7.3)
- Phase-In Where a Gross Per Capita Daily Water Use Rate of 115 gpd is Exceeded as of December 31, 2023:
  1. By July 1, 2024, the permittee shall submit to the district a plan that identifies conservation or water supply project(s) that will be developed and implemented to achieve the per capita goal of 115.
  2. By December 31, 2033, the permittee shall achieve a per capita rate not greater than the midpoint between the five-year average Alternative Per Capita Water Use Rate calculated as of 2023 and their per capita goal.
  3. By December 31, 2043, the permittee shall achieve an Alternative Per Capita Water Use Rate that is not greater than their per capita goal.
  4. A permittee that does not achieve an Alternative Per Capita Water Use Rate that is less than or equal to 100 gpd when calculating using the Functional Population Per Capita method or 115 gpd when calculating the Gross Per Capita method set forth above by December 31, 2023, shall submit documentation upon request from the District that explains the reasons for not being able to meet the conservation goal or a variance has been granted from the Public Supply Annual Conservation Goal.

**Town of Dundee Existing Water Use Permit 20-5893.013:**

- Allocates an average per capita rate of 148 gpd (only extended original permit for 10 years)
- 2021 Gross Per Capita 107.9
- 5-Year Annual Report Average per capita 114.9 for Town

**PROPOSED LANGUAGE – COMPREHENSIVE PLAN:**

**INFRASTRUCTURE ELEMENT**

**Policy 2.2.1:**

The Town establishes the following future level of service standards for potable water use, storage, and minimum pressure, effective January 1 of the respective years, in accordance with the Southern Water Use Caution Area, as enacted by the Southwest Florida Water Management District Board of Directors:

Potable Water Level of Service	140 <u>115</u> gpcd
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**WATER SUPPLY SUB ELEMENT**

**Policy 1.1.1:** The Town shall maintain water sources capable of supplying a minimum of one hundred ~~forty (140)~~ one hundred fifteen (115) gallons per person per day.

**CONSERVATION ELEMENT**

**Policy 10.1:** The Town shall continue to strive with all means available to comply with the conservation standards established by Southwest Florida Water Management District for its Southern Water Use Caution Area for per day per capita consumption and not exceed the Town’s adopted Level of Service standard of ~~140~~ 115 gallons per day per capita. [40D-2, F.A.C.]

**CAPITAL IMPROVEMENT ELEMENT**

**Policy 2.1:** The following level of service standards, as established in other elements of the Comprehensive Plan and by the Polk County School Board are hereby adopted and shall be maintained for existing or previously permitted development and for new development or redevelopment in the Town or the Town's utility service areas:

<b>SANITARY SEWER</b>	
Flow Capacity	1.5 MGD
Average Daily Flow	105 gpcd average daily flow
Effluent quality	Meet or exceed EPA and DEP effluent standards
<b>POTABLE WATER</b>	
Flow Capacity:	
Average daily demand:	<del>140</del> <u>115</u> gpcd
Maximum daily demand:	1.5 times average daily demand
<b>SOLID WASTE</b>	
Level of Service:	8.0 lbs. per person per day
<b>DRAINAGE</b>	
Drainage	The following shall be the level of service standards for stormwater facilities: <ul style="list-style-type: none"> <li>a. Drainage Structures: Ability to handle 25-year, 24 hour storm event</li> <li>b. Stormwater Facilities: 25-year, 24 hour storm event at top of bank or berm</li> </ul>



	c. Storm sewers: Capacity to handle a 25-year storm event
<b>RECREATION</b>	
Level of Service:	4.5 acres per 1,000 population

**PROPOSED LANGUAGE – UNIFIED LAND DEVELOPMENT CODE**

**6.01.06. Levels of service.**

Through the concurrency management system, Dundee shall maintain the following levels of service for public facilities:

Facility	Level of Service
Sanitary sewer	100 gallons per capita per day
Potable water	<del>150 gallons per capita per day by 1993</del> <del>140 gallons per capita per day by 1997</del> 115 gallons per capita per day
Solid waste	3.47 pounds per person per day
Freeways	C
Principal arterial roads	C
Other roads	D
Recreation and open space	4.5 acres per 1,000 people
Drainage	25-year, 24-hour storm event for new development. Stormwater treatment and disposal facilities pursuant to section 17-25.025, F.A.C. Stormwater discharge pursuant to section 17-3.051, F.A.C.

All development which was not approved through a subdivision plat, site development plan, or the issuance of a building permit prior to the date of adoption of this code shall be subject to an adequacy determination through the concurrency management system. An adequacy determination shall also be required for existing development where any improvement, expansion, or other change is proposed which may result in a greater demand for those public facilities addressed in this section. The development director shall determine whether a proposed change in existing development requires an adequacy determination.

**ATTACHMENTS:**

1. Department of Economic Development response letter

**PUBLIC HEARING:**

**MOTION OPTIONS:**

1. I move the Town Commission **adopt** the proposed Town – Initiated request for a Comprehensive Plan and Land Development Code Text Amendment to the Potable Water Level of Service (LOS).
2. I move the Town Commission **adopt with changes** the proposed Town - Initiated request for a Comprehensive Plan and Land Development Code Text Amendment to the Potable Water Level of Service (LOS).
3. I move the Town Commission **does not adopt** the proposed Town-Initiated request for a Comprehensive Plan and Land Development Code Text Amendment to the Potable Water level of Service (LOS).



# TOWN COMMISSION MEETING

## April 11, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** ORDINANCE 23-03, CAPITAL IMPROVEMENTS ELEMENT
- SUBJECT:** The Town Commission will consider approval of Ordinance 23-03 for CIE Amendments
- STAFF ANALYSIS:** The Florida Statutes mandates that local governments should update and adopt the Capital Improvement Element (CIE) after adoption of the Annual Budget.
- The CIE must be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187 or Section 163.3185, Florida Statutes, to maintain a financially feasible 5-Year schedule of capital improvements. CIE amendments require only a single public hearing before the governing board which shall be an adoption hearing.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Approval of the proposed amendments to the CIE
- ATTACHMENTS:** Ordinance 23-03  
Final staff report

ORDINANCE 23-03  
PAGE 1 OF 15

**ORDINANCE NO. 23-03**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA AMENDING THE 2030 COMPREHENSIVE PLAN OF THE TOWN OF DUNDEE, FLORIDA, SAID AMENDMENT BEING KNOWN AS "AMENDMENT 23-03CIE"; SPECIFICALLY AMENDING THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND UPDATING THE 5-YEAR CAPITAL IMPROVEMENTS PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 County; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Commission held meetings and hearings on **Amendment 23-03CIE**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

**WHEREAS**, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 23-03 CIE** to the 2030 Comprehensive Plan of the Town of Dundee, Florida, which amendment is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the 2030 Comprehensive Plan of the Town of Dundee, Florida is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with

ORDINANCE 23-03  
PAGE 2 OF 15

the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Dundee; and

**WHEREAS**, the Commission of the Town of Dundee, Florida, amends the 2030 Comprehensive Plan of the Town of Dundee, Florida in the following specific manner:

Updating the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP) as more specifically identified and set forth in Exhibit "A" which is attached hereto and incorporated by reference herein.

**WHEREAS**, in accordance with the procedures required by Sections 166.041(3)(c)2, Florida Statutes, and other applicable Florida law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on February 16, 2023, at which time interested parties and citizens had the opportunity to be heard; and

**WHEREAS**, on February 16, 2023, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town of Dundee Planning and Zoning Board voted to recommend approval of this **Amendment 23-03 CIE** to the 2030 Comprehensive Plan of the Town of Dundee, Florida, which amendment is marked as Exhibit "A" and is attached and made a part hereof.

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

**Section 01. Amendment of Capital Improvements Element of the 2030 Comprehensive Plan of the Town of Dundee, Florida**

The 2030 Comprehensive Plan of the Town of Dundee, Florida is hereby amended as set forth in Exhibit "A" attached hereto and

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incorporated herein by reference as follows:

Updating the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP).

**Section 2.** The 2030 Comprehensive Plan of the Town of Dundee is hereby amended to update the Capital Improvements Element, including the annual update of the 5-Year Capital Improvements Plan (CIP) as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2.** Pursuant to applicable Florida law, this Ordinance shall be effective on the effective date of the companion Town of Dundee 2030 Comprehensive Plan Amendment under Ordinance 23-02.

**Section 3.** All ordinances in conflict herewith are hereby repealed.

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

**Section 5.** A certified copy of this enacting Ordinance and certified copy of the 2030 Comprehensive Plan of the Town of Dundee, Florida shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish

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such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee, Florida is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

**INTRODUCED AND PASSED** on First Reading the 28th day of February, 2023.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 11th day of April, 2023.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
MAYOR – Sam Pennant

ATTEST:

\_\_\_\_\_  
INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

\_\_\_\_\_  
TOWN ATTORNEY – Frederick J. Murphy, Jr.

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EXHIBIT "A"

2023-2027 CIP (10-11-22)									
1			Total						Comments
2		Funding	2022-2027	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	
NO	Description	Sources	CIP	Budget	Budget	Budget	Budget	Budget	
	<b>Water - Facilities</b>								
1	WP #1 (Riner) Replace/Repairs to Structure; New Operations Building w/Electrical, Instrumentation & Controls, Restrooms, 250,000 gallon ground storage tank and design and engineering	Grant/SRF	\$ 950,000	\$ 950,000					Riner Water Plant was built in . Major upgrades are necessary to the building , electrical, chlorine tank and SCADA monitoring system. There are no bathrooms- for staff.
2	WP #1 - WH Water Supply Connection @ Water Plant #1 (Riner)	Impact Fees	\$ 458,000	\$ 458,000					WH Connection to RinerPlant Ground Storage Tank
3	WP #2 - Backup Alarm System (Hickory) & Upgrades	Revenues	\$ 25,000	\$ 25,000					WP has been off line - no back up alarms to alert staff
4	WP #2 - Chlorine Pump, Skid and Electronics for Well (Hickory)	Revenues	\$ 15,000	\$ 15,000					Separing 2 wells (600&1200) on same Chlorine Pump
5	PRWC Engineering & Design for Brackish Water Supply & Ground Storage Tank at Hickory Walk Water Plant	Impact Fees	\$ 500,000		\$ 500,000				Preliminary/final designs, permitting, evaluation of facility, blending, storage, pumping equipment, chemical, electrical and controls upgrades
6	WP #2 - PRWC Alternative Water Supply (Brackish), 1MG Ground Storage Tank (GST), Electrical w/Building, Instrumentation & Controls, Flow Meter Station, Above Ground Injection Station to be included as PRWC Plant Upgrades)	Impact Fees	\$ 5,269,000			\$ 3,000,000	\$ 2,269,000		PRWC Project Construction (750,000 Tank, High Service Pumps, Chlorine, Electrical Switch gear,VFD, Auto Transfer Switch, plant modifications, and generator)
7	WP #2 --Adding/Updates to Instrumentation & Controls and Programing Software	Revenues	\$ 40,000	\$ 40,000					Software and Licensing Renewal
8	WP#1 & WP#2 Ground Storage Tank Internal Corrosion Repairs and Internal Pipe Replacement	Revenues	\$ 780,000	\$ 780,000					After GST regulatory inspection, Town required to rehabilitate the internal piping, etc. of the storage tank due to excessive corrosion
9	PRWC Annual Capital Payments	Revenues	\$ 1,260,626	\$ 1,062	\$ 108,352	\$ 305,880	\$ 308,018	\$ 537,314	Assumes interest only WIFIA (2032) and line of credit (2027), FDEP debt start in 2025
10	WP #1 & WP #2 addition of Mixers to Ground Storage Tanks (WP#1 & WP#2)	Grant/SRF	\$ 350,000			\$ 175,000	\$ 175,000		Mixers to keep water mixing in the tank.
11	Hickory Walk Secondary Recirculation Pump- Filtration System TTHM	Impact Fees	\$ 350,000		\$ 175,000	\$ 175,000			Recommendation by UCF study
	<b>Total Water - Facilities</b>		\$ 9,997,626	\$ 2,269,062	\$ 783,352	\$ 3,655,880	\$ 2,752,018	\$ 537,314	<b>Sub-Total Facilities</b>
	<b>Water Distribution - Infrastructure</b>								
12	Water Line Replacement Town-Wide 2" (See List)	SRF - Debt	\$ 3,775,000	\$ 300,000	\$ 775,000	\$ 900,000	\$ 900,000	\$ 900,000	3" Streets/Alleys/Asbestos = 21,071 feet or 3.99 miles
13	Water Main Extensions (N. Scenic Highway from Mabel Loop to Stalnaker)	Impact Fees	\$ 850,000			\$ 350,000	\$ 500,000		7,192 linear feet
14	Water Line Looping (East of Lake Marie & NW of Dundee Ridge Middle School)	SRF - Debt	\$ 690,000	\$ 365,000	\$ 325,000				5,060 linear feet
15	Meter Change out to AMI Meters (Turn On/Off program, gated, dogs)	Revenues	\$ 175,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	Purchases about 87 meters each year
16	16 " Water Line (Mabel Loop Road)	Impact Fees	\$ 900,000				\$ 400,000	\$ 500,000	5,364 linear feet
	<b>Total Water - Infrastructure</b>		\$ 6,390,000	\$ 700,000	\$ 1,135,000	\$ 1,285,000	\$ 1,835,000	\$ 1,435,000	<b>Sub-Total - Infrastructure</b>
	<b>Water Plant - Miscellaneous</b>								
17	Update Water Master Plan	Revenues	\$ 80,000	\$ 80,000					Verify water system weaknesses, needs, expansions,
18	WP #1 and WP #2 Software and SCADA Systems Renewals/Adds/Upgrades	Revenues	\$ 85,000	\$ -	\$ 85,000				Renewals and upgrades of operating software



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19	Maintenance/Repair/Replace variable speed Pumps at Water Plant #1	SRF - Debt	\$ 300,000		\$ 150,000		\$ 150,000		Investment in assets with continued maintenance
20	Maintenance/Repair/Replace variable speed Pumps at Water Plant #2	SRF - Debt	\$ 400,000			\$ 200,000		\$ 200,000	Investment in assets with continued maintenance
21	Replace Aerator Trays @ WTP #1 & WTP #2	SRF - Debt	\$ 200,000	\$ -	\$ 100,000		\$ 100,000		Investment in assets with continued maintenance
22	Rehabilitate Wells # 3,4,6,7,8	SRF - Debt	\$ 300,000		\$ 100,000		\$ 100,000	\$ 100,000	Investment in assets with continued maintenance
23	WP #1 and WP #2 Water Tank Inspections (Every 3 Years)	Revenues	\$ 7,000		\$ -	\$ 7,000			WP#1/WP#2 ground storage tanks be inspected in 3 yr.
24	Transitional Wells/Modify Consumptive Use Permit (CUP)	Impact Fees	\$ 50,000	\$ 50,000					Accumulation of specified number gallon-modify
25	New Well for Transitional Water Supply Management (DID1- new location)	Impact Fees	\$ 550,000			\$ 300,000	\$ 250,000		SFWM requested closure of Well 1 in two years.
26	2000 LF of Water Lines to Serve New Customers	Impact Fees	\$ 250,000	\$ 250,000					New Lines to serve new customers quickly
	<b>Total Water - Miscellaneous</b>		\$ 2,222,000	\$ 380,000	\$ 435,000	\$ 507,000	\$ 600,000	\$ 300,000	Sub-Total - Miscellaneous
	<b>Total Water Projects (for Plants )</b>		\$ 18,609,626	\$ 3,349,062	\$ 2,353,352	\$ 5,447,880	\$ 5,187,018	\$ 2,272,314	Total Water Projects (for Plants )
NO	Description	Funding Sources	Total 2022-2027 CIP	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	Comments
27	Update Wastewater Master Plan	Revenues	\$ 100,000	\$ 100,000					Identify system bottlenecks with modeling, flows, info
28	Storage Building	Revenues	\$ 35,000		\$ 35,000				Storage Area for various items.
29	Roof Over Chlorine Contact Chamber	Revenues	\$ 15,000	\$ 15,000					Shading installed over chambers to save chlorine evap
30	Instrumentation & Controls/New Scada Alarms Upgrades WWTP	Revenues	\$ 35,000	\$ 35,000					Addition of Scada monitoring system and alarms.
31	Headworks Expansion	Impact Fees	\$ 600,000		\$ -	\$ -	\$ 300,000	\$ 300,000	New growth expansion
32	Wastewater Filters Expansion	Impact Fees	\$ 500,000					\$ 500,000	New growth expansion
33	Expansion New Clarifier/Rebab Existing Tank for Backup	Impact Fees	\$ 800,000		\$ -	\$ -		\$ 800,000	New growth expansion
34	Sludge Design & Improvements	Impact Fees	\$ 500,000		\$ -	\$ -		\$ 500,000	New growth expansion
35	Wastewater Tank Coatings	Revenues	\$ 25,000	\$ 25,000					Investment in existing asset to increase Useful Life
36	Implement Pre-Treatment/Fats Oils & Grease Program (FOG) Study	Revenues	\$ 25,000	\$ 25,000					Implement a FOG program to fats remove from lines
	<b>Total Wastewater - Infrastructure</b>		\$ 2,635,000	\$ 200,000	\$ 35,000	\$ -	\$ 300,000	\$ 2,100,000	Sub-Total - Infrastructure
	<b>Wastewater - Miscellaneous</b>								
37	Septic Tank Elimination Project - Construction of New Sanitary Sewer Lines	Grant - SRF	\$ 2,600,000		\$ 800,000	\$ 500,000	\$ 800,000	\$ 500,000	Replacement of septic tanks with town sewer system
38	Asset Management Software Program (Water & Wastewater)	Revenues	\$ 60,000	\$ 60,000					HB 53 state law that requires completion of a 20-year needs analysis by WW service providers.
39	Waste/Cutter/Sludge Pumps (6" Pumps and 6" lines) for WW Tank Maintenance	Revenues	\$ 8,000	\$ 8,000					Pump that cuts and still pumps to take tankage offline
40	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				Larger crane to reach areas at WWTP
	<b>Total Wastewater - Miscellaneous</b>		\$ 2,828,000	\$ 68,000	\$ 960,000	\$ 500,000	\$ 800,000	\$ 500,000	Sub-Total - Miscellaneous
	<b>Total Wastewater Projects (Dept )</b>		\$ 5,463,000	\$ 268,000	\$ 995,000	\$ 500,000	\$ 1,100,000	\$ 2,600,000	Total

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<u>Utilities Maintenance - Infrastructure</u>									
41	Pole Barn for Equipment and Pipe	Revenues	\$ 35,000	\$ -	\$ 35,000	\$ -		Park Vac Truck under as hoses and sensors in heat--	
42	Manhole Rehabilitation Program	Revenues	\$ 175,000		\$ 35,000	\$ 40,000	\$ 50,000	\$ 50,000	SB 53 requires submittal 20 year system needs analysis
43	Implement I/I Sewer Study	Revenues	\$ 70,000		\$ 70,000				Need for FDEP for future and condition of lines
44	Sewer Lines - New/Expansion	Impact Fees	\$ 1,200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 300,000	Sewer line new and extensions
45	Sewer Lines - Replacement	SRF - Debt	\$ 900,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 200,000	\$ 300,000	See List*
46	Lighting at Lift Stations	Revenues	\$ 7,500	\$ 7,500					Lighting for security, safety and nighttime repairs
47	Future Reclaimed Water Program Study (SWFWMD)	Revenues	\$ 35,000	\$ 35,000					SWFWMD requesting study/report for RCW for future
48	HL Smith Lift Station Filtration System THM	Revenues	\$ 60,000	\$ 60,000					Regulation Issue
49	Lift Stations - Control Panels/Replace Pumps/Maintenance	SRF - Debt	\$ 1,247,500	\$ 360,000	\$ 350,000	\$ 200,000	\$ 137,500	\$ 200,000	See List*
50	<b>Total Utilities Maintenance - Infrastructure</b>		\$ 3,730,000	\$ 762,500	\$ 790,000	\$ 640,000	\$ 687,500	\$ 850,000	Sub-Total - Infrastructure
<u>Utilities Maintenance - Machinery and Equipment</u>									
51	Generators - New & Replacements (See Lists for Liftstations)	SRF - Debt	\$ 1,200,000	\$ 230,000	\$ 230,000	\$ 290,000	\$ 315,000	\$ 135,000	See List - 9 liftstations do not have generators, 1 generator is non operational
52	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				Larger Lift could be used for repairs at the WWTP
	<b>Total Utilities Maintenance - Machinery and Equipment</b>		\$ 1,360,000	\$ 230,000	\$ 390,000	\$ 290,000	\$ 315,000	\$ 135,000	See List*
	<b>Total Utilities Maintenance Projects (Dept 53-6)</b>		\$ 5,090,000	\$ 992,500	\$ 1,180,000	\$ 930,000	\$ 1,002,500	\$ 985,000	<b>Total Utilities Maintenance Projects (Dept 53-6)</b>
	<b>Total Utilities CIP</b>		\$ 29,162,626	\$ 4,609,562	\$ 4,528,352	\$ 6,877,880	\$ 7,289,518	\$ 5,857,314	
			FY 2023-2027	FY 2022-23					
	Grant/SRF		\$ 3,900,000	\$ 950,000					
	Impact Fees		\$ 12,777,000	\$ 958,000					
	Revenues		\$ 3,473,126	\$ 1,346,562					
	SRF - Debt		\$ 9,012,500	\$ 1,355,000					
	<b>Total Funds</b>		\$ 29,162,626	\$ 4,609,562					

**AMENDED  
CAPITAL IMPROVEMENTS ELEMENT**

**CAPITAL IMPROVEMENTS ELEMENT**

*Adopted October 26, 2010*  
*Update Adopted January 11, 2011*  
*Update Adopted February 23, 2016*  
*Update Adopted June 13, 2017*  
*Update Adopted*

**GOAL:** **IT SHALL BE THE GOAL OF THE TOWN OF DUNDEE TO PROVIDE NECESSARY PUBLIC FACILITIES AND SERVICES FOR ALL EXISTING AND FUTURE DEVELOPMENT, AT ADOPTED LEVEL OF SERVICE STANDARDS, THROUGH A PROCESS THAT PERMITS DEVELOPMENT CONCURRENT WITH THE ABILITY OF THE TOWN TO PROVIDE SUCH FACILITIES AND SERVICES. [9J5-016(3)(A)]**

**OBJECTIVE 1:** **5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

**PROVIDE IMPROVEMENTS TO PUBLIC FACILITIES AND SERVICES AS INDICATED IN THE 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS TO CORRECT EXISTING DEFICIENCIES, REPLACE OBSOLETE OR WORN-OUT FACILITIES, AND ACCOMMODATE THE NEEDS OF DESIRED FUTURE GROWTH. [9J5.016(3)(B)1]**

**Policy 1.1:** Include in the 5-Year Schedule of Capital Improvements all projects and equipment identified as needed in other elements of this Comprehensive Plan that are relatively high in cost (\$10,000 or greater) and necessary to maintain the adopted level of service standards or correct existing deficiencies.

**Policy 1.2:** Evaluate and rank proposed capital improvement projects in order of priority according to the following guidelines:

1. Whether the project is needed to: correct an existing level of service deficiency, protect the health and safety, serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan, or fulfill a legal commitment of the town;
2. Whether the project is needed to: replace worn-out or obsolete facilities to maintain the adopted level of service standard,

improve operating efficiency, reduce costs, serve developed areas lacking full service, or promote in-fill development;

- 3. Whether the project is needed to accommodate new growth in accordance with the Future Land Use Map at the adopted level of service standard;
- 4. Whether the project represents a logical extension of facilities and services within the town's service area; and
- 5. Whether the project is financially feasible within revenue and budget constraints. [9J-5.016(3)(c)1]

**Policy 1.3:** Capital improvements projects included in the 5-Year Schedule of Capital Improvements shall be consistent with the goals, objectives, and policies of the appropriate elements of the Comprehensive Plan, including and especially the Public Education Facilities Element. [9J-5.016(3)(c)9]

**Policy 1.4:** Provide, or require others to provide, needed capital expenditures for the replacement or renewal of obsolete or worn-out capital facilities to maintain the adopted level of service standards. [9J-5.016(3)(c)3]

**OBJECTIVE 2: CONCURRENCY AND CAPITAL IMPROVEMENTS**

**BASE LAND USE DECISIONS, INCLUDING DECISIONS REGARDING THE ISSUANCE OF DEVELOPMENT ORDERS AND PERMITS, ON THE DEVELOPMENT REQUIREMENTS INCLUDED IN THIS COMPREHENSIVE PLAN, THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF DUNDEE, AND THE AVAILABILITY OF PUBLIC FACILITIES AND SERVICES NECESSARY TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS.**

**Policy 2.1:** The following level of service standards, as established in other elements of the Comprehensive Plan and by the Polk County School Board are hereby adopted and shall be maintained for existing or previously permitted development and for new development or redevelopment in the Town or the Town's utility service areas:

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<b>SANITARY SEWER</b>	
Flow Capacity	1.5 MGD
Average Daily Flow	105 gpcd average daily flow
Effluent quality	Meet or exceed EPA and DEP effluent standards
<b>POTABLE WATER</b>	
Flow Capacity:	
Average daily demand :	115 gpcd
Maximum daily demand:	1.5 times average daily demand
<b>SOLID WASTE</b>	
Level of Service:	8.0 lbs. per person per day
<b>DRAINAGE</b>	
Drainage	<p>The following shall be the level of service standards for stormwater facilities:</p> <ul style="list-style-type: none"> <li>a. Drainage Structures: Ability to handle 25-year, 24 hour storm event</li> <li>b. Stormwater Facilities: 25-year, 24 hour storm event at top of bank or berm</li> <li>c. Storm sewers: Capacity to handle a 25-year storm event</li> </ul>
<b>RECREATION</b>	
Level of Service:	4.5 acres per 1,000 population

**Roads:**

- a. The Town of Dundee shall coordinate with the Polk Transportation Planning Organization (PTPO) and the Central Florida Regional Planning Council to adopt and apply multi-modal levels of service which shall be the minimum acceptable standards for State, County, and local roads within the Town Limits of Dundee. Said multi-modal LOS standards shall promote transit by lowering levels of service where transit is available. The Town hereby adopts multi-modal levels of service as set forth in the following tables.

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	Highway Minimum Standard	Highway Minimum Duration	Transit	Pedestrian	Bicycle
M1	LOS “D” peak direction	Average of two highest peak hours	60 minute headway	Sidewalk access to bus stop	Bike racks on buses
M2	LOS “E” peak direction	Average of two highest peak hours	30 minute headway	Sidewalk access to bus stop	Bike racks on buses Bike route/system

\*Does not supersede SIS LOS Standard as set by Rule 14-94, F.A.C.

- b. For roadways outside the multi-modal service area, the Town hereby adopts the following peak season/peak hour standards as the minimum level of service (LOS) standard:

BASE HIGHWAY LEVEL OF SERVICE STANDARDS <sup>(1)</sup>	
Facility Type	Level of Service
Principal arterial roadways: SIS facilities Non-SIS facility	Subject to TE Policy 1.2 D
Minor arterial roadways	D
All other roadways	D
<sup>(1)</sup> LOS is measured for the peak hour/peak direction using the average of the two highest peak hours.	

[9J-5.007(3)(c)1]

- c. The minimum level-of-service standard for roadways on the Strategic Intermodal System (SIS) and the Florida Intrastate Highway System (FIHS), shall be in accordance with the Statewide Minimum Level of Service Standards for the State Highway System published in Rule 14-94, F.A.C., or any rule variance issued by the Florida Department of Transportation.

**Public School Facilities:**

Consistent with the Interlocal Agreement for Public School Facilities, the uniform, district wide level of service standards are established as a percent of permanent Florida Inventory of School Houses (FISH) capacity. The LOS standards are set as follows:

<b>TIERED LEVEL OF SERVICE STANDARDS</b>					
<b>School Facility Type</b>	<b>Year</b>	<b>Year</b>	<b>Year</b>	<b>Year</b>	<b>Year</b>
	<del>2015-16</del> <u>2022-23</u>	<del>2016-17</del> <u>2023-24</u>	<del>2017-18</del> <u>2024-25</u>	<del>2018-19</del> <u>2025-26</u>	<del>2019-20</del> <u>2026-27</u>
Elementary	100%	100%	100%	100%	100%
Middle	100%	100%	100%	100%	100%
High School	100%	100%	100%	100%	100%

- a. Magnet and School of Choice:  
One hundred percent (100%) of enrollment quota as established by the School Board or court ordered agreements and as adjusted by the School Board annually.
- b. Other:  
K-8, 6<sup>th</sup> grade centers, 9<sup>th</sup> grade centers, 6-12 are at one hundred percent (100%) of permanent DOE FISH capacity
- c. Special Facilities:  
Including alternative education or special programmatic facilities are designed to serve the specific population on a countywide basis or for temporary need and are not zoned to any specific area. Therefore, they are not available or used for concurrency determinations.
- d. Conversion Charter Schools:  
The capacity is set during contract negotiations and the School Board has limited control over how many students the schools enroll.

**Policy 2.2:** The Town of Dundee adopts by reference the ~~2015-2016~~ 2022-2023 through ~~2019-2020~~ 2026-2027, Five-Year Facilities Work Program. The Work Program is approved annually by the School Board, and includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities and based on the adopted level of service standards for public schools. The 5-year schedule of improvements ensures the level of service standards for

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public schools are achieved and maintained within the 5-year period. Annual updates to the schedule shall ensure levels of service standards are achieved and maintained within each year of subsequent 5-year schedule of capital improvements. Annual updates by the School Board will be adopted by reference as the City annually updates its CIE and CIP.

**Policy 2.3:** At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development. [9J-5.016(3)(c)6]

**Policy 2.4:** In order to ensure the Town meets levels of service standards, population projections will be updated yearly.

**Policy 2.5:** The Town of Dundee hereby adopts, by reference, the Polk County Transportation Planning Organization Transportation Improvement Plan, and the Florida Department of Transportation 5-Year Work Program, into the Town’s Five-year Schedule of Capital Improvements.

**Policy 2.6:** The Town hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the Dundee Comprehensive Plan. In implementing this Policy, the Town shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plan and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

**Policy 2.7:** The Town shall not allow exceptions for developments of de minimis impact.

**OBJECTIVE 3: COST SHARING FOR NEW DEVELOPMENT**

**REQUIRE FUTURE DEVELOPMENT TO ASSUME A PROPORTIONATE SHARE OF THE COST OF PROVIDING PUBLIC FACILITIES AND SERVICES TO SUPPORT SUCH DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS. [9J-5.016(3)(B)4]**



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**Policy 3.1:** Continue to implement an impact fee ordinance in order to assess new development a pro rata share of the costs required to provide public facilities and services to meet the adopted level of service standards. [9J-5.016(3)(c)8]

**Policy 3.2:** The Town shall include in land development regulations a program for land dedication, payment-in-lieu-of dedication, or other form of exaction as a requirement of subdivision or land development for the purpose of retaining easements for utility and traffic circulation systems, and for meeting all adopted level of service standards. [9J-5.016(3)(c)8]

**OBJECTIVE 4: MANAGEMENT OF FISCAL RESOURCES**

**MANAGE FISCAL RESOURCES TO ENSURE THAT THE PUBLIC FACILITY AND SERVICE IMPROVEMENT NEEDS CREATED BY PREVIOUSLY ISSUED DEVELOPMENT ORDERS AND FUTURE DEVELOPMENT DOES NOT EXCEED THE ABILITY OF THE TOWN TO FINANCE, CONSTRUCT, OR INSTALL SUCH IMPROVEMENTS. [9J-5.016(3)(B)5]**

**Policy 4.1:** Update the Capital Improvements Element annually to reflect existing and projected capital needs in accordance with the adopted level of service standards, for the purpose of assessing the costs of those needs against projected revenues and expenditures.

**Policy 4.2:** Continue the on-going 5-year Capital Improvements Program and incorporate a capital budget as part of the annual town budget to ensure that funds are available for projected capital needs. [9J-5.016(3)(c)7]

**Policy 4.3:** Limit the maximum ratio of outstanding indebtedness for providing capital facilities and services to no greater than 15 percent of the property tax base. [9J-5.016(3)(c)]

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**TOWN OF DUNDEE  
COMPREHENSIVE PLAN AMENDMENT  
STAFF REPORT**

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**TO:** Town of Dundee Town Commission

**PREPARED BY:** Lorraine Peterson/ Central Florida Regional Planning Council

**AGENDA DATE:** April 11, 2023

**REQUESTED ACTION:** Consider approval of the 2022/2023 Annual Update to the Comprehensive Plan’s Capital Improvement Element (CIE)

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**BACKGROUND:**

The Florida Statutes mandates that local governments should update and adopt the Capital Improvement Element (CIE) (including the CIE 5-Year Schedule of Improvements) after adoption of the Annual Budget and CIE. This update includes fiscal years 2021/2022 through 2025/2026. The 5-year Schedule of Capital Improvements consists of items identified in the Capital Improvement Program portion of the Town’s Operating Budget that implement specific objectives and policies contained in the Comprehensive Plan.

The CIE must be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187 or Section 163.3185, Florida Statutes, in order to maintain a financially feasible 5-Year schedule of capital improvements. CIE amendments require only a single public hearing before the governing board which shall be an adoption hearing.

Adoption of the CIE is by ordinance. Exhibit “A” to the Ordinance contains the Capital Improvement Element Amendment and the updated 5-Year Capital Improvements Plan schedule of capital improvements.

**PROPOSED AMENDMENTS:**

The following amendments are proposed:

- Update the reference to the years for the Polk County School Board’s Five-Year Facilities Work Program

- Updating the Capital Improvements Schedule to reflect the Fiscal Year 2022/23 through 2026/27 and the current project needs.

Policy 2.1 reflects the change in Level of Service from 140 (gpcd) to 115 gpcd as amended through Ordinance 23-03.

### **NEXT STEPS:**

The item will be forwarded to the Town Commission with the Planning and Zoning Board's recommendation for consideration. If the Town Commission votes to approve the amendment, the CFRPC will transmit this amendment on behalf of the Town to the Florida Department of Economic Opportunity.

### **PUBLIC HEARING**

#### **MOTION OPTIONS:**

1. I move **approval of changes** for the proposed amendments to the Capital Improvements.
2. I move **approval with changes** for the proposed amendments to the Capital Improvements Element.
3. I move continuation of this item until a date certain.

#### Attachments:

Proposed Language including CIP  
Ordinance 23-03



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

Item 5.

- 
- AGENDA ITEM TITLE:** DISCUSSION AND ACTION, REMOVAL OF EXCESS WATER FROM LAKE MARIE
- SUBJECT:** Transferring excess water from Lake Marie to Lake Ruth
- STAFF ANALYSIS:** The Town of Dundee has requested Carter -Kaye Engineering to assist our Special Project Manager, Tracy Mercer with having Lake Marie drained to an acceptable level due to health and safety concerns. The lake took on excessive water during Hurricane Ian in September 2022. We have reached out to SWFWMD for options on draining this lake back to a safe condition. Engineer Dave Carter will explain the process as well as what will be allowed through SWFWMD, with a given timeline.
- FISCAL IMPACT:** Fiscal Impact - This amount will be provided on Tuesday.
- STAFF RECOMMENDATION:** At the will of the Commission, move forward with creating an Emergency Resolution.
- ATTACHMENTS:**



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

Item 6.

**AGENDA ITEM TITLE:** DISCUSSION & ACTION, CDBG GRANT OPPORTUNITY PUBLIC HEARING

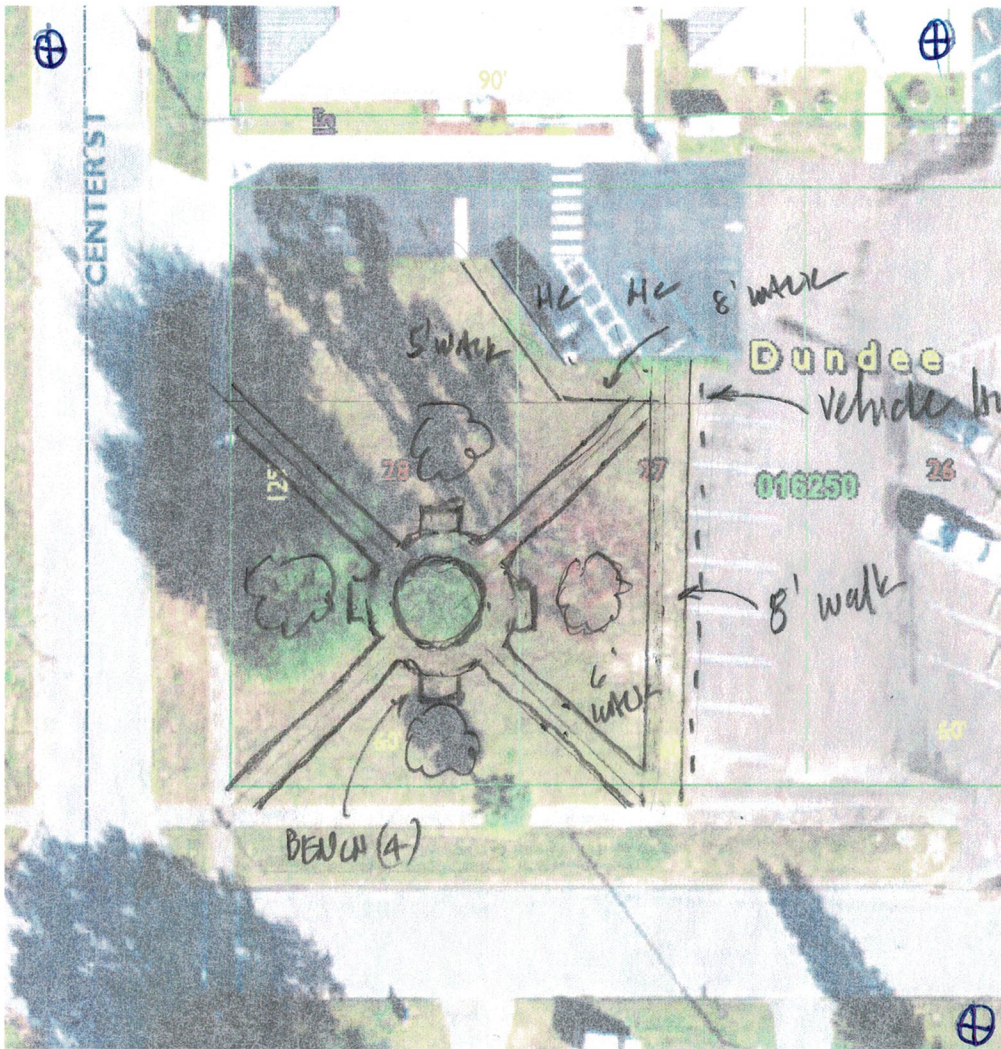
**SUBJECT:** Veteran Memorial Park

**STAFF ANALYSIS:** The Town of Dundee will receive its annual CDBG Grant Funding allocation for FY 2023-2024 from the County. The total awarded amount is \$30,216. Of that \$12,813 will be paid back to City of Auburndale leaving with Dundee a balance of \$17,403.00. The Town must select a project for the funds to be granted. Staff would like to create a Veteran Memorial Park that would include a large monument, service flags, benches, trees, and tablets. Staff have recommended the area behind Town Hall. A resident has recommended the Historical Depot. The size of the park would depend on the location. The recommended space at Town Hall would allow for a larger monument.

**FISCAL IMPACT:** Fiscal Impact - \$35,000.00 to \$45,000.00  
Some of the expenses could be shared with Tree Board

**STAFF RECOMMENDATION:** At the will of the Commission.

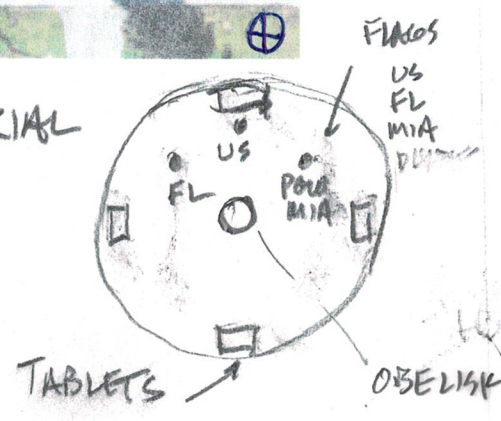
**ATTACHMENTS:** Designs-  
Dundee Memorial Vet Park Draft  
  
CVM Park-1  
  
CVM Park-2



↑  
N  
1" = 40'

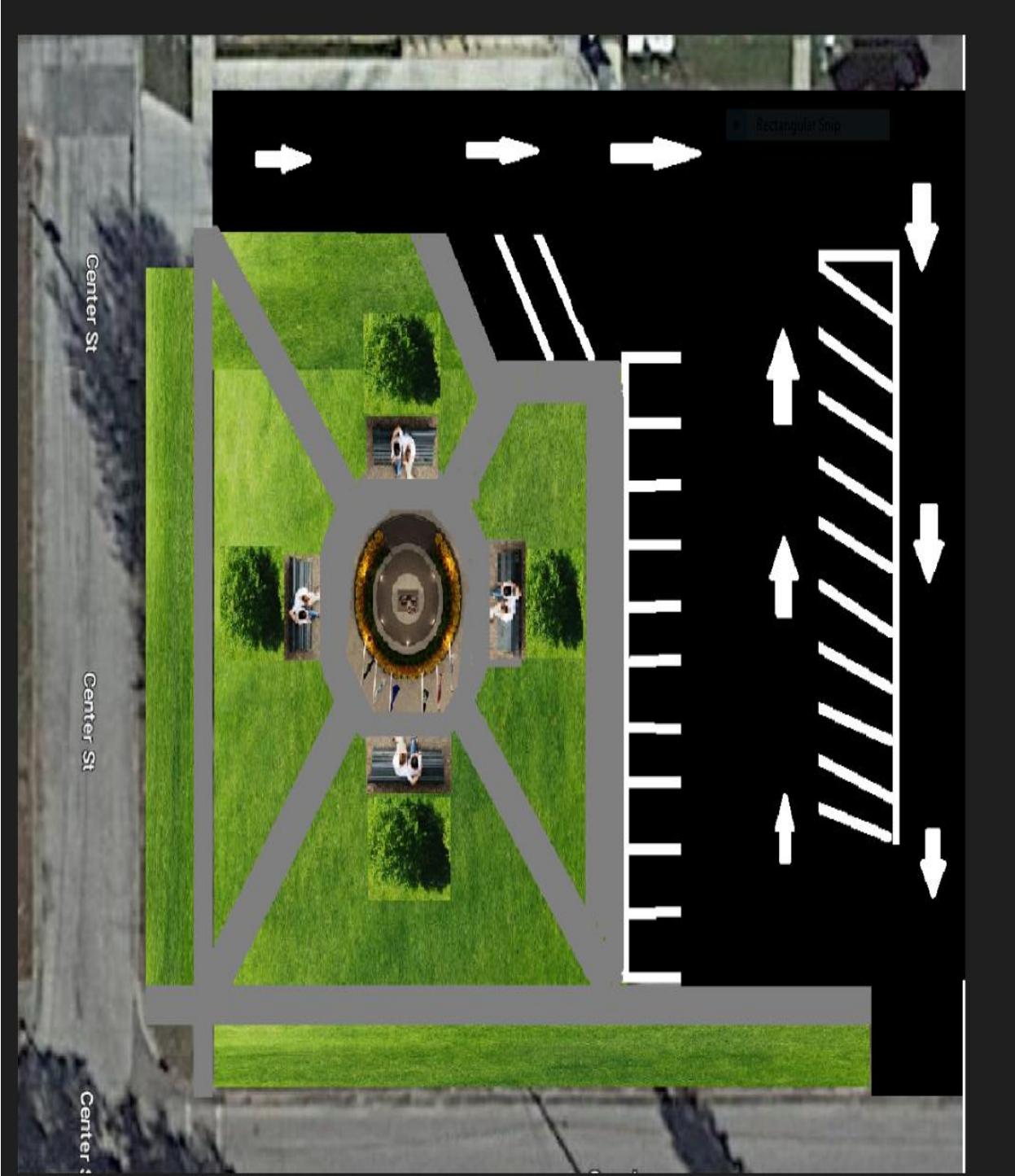
- ARMY
- NAVY
- AIR FORCE
- MARINES
- COAST GUARD
- MERCHANT MARINE
- SPACE FORCE

20'  $\phi$  MEMORIAL  
TABLET(S)  
OBELISK  
FLAGS

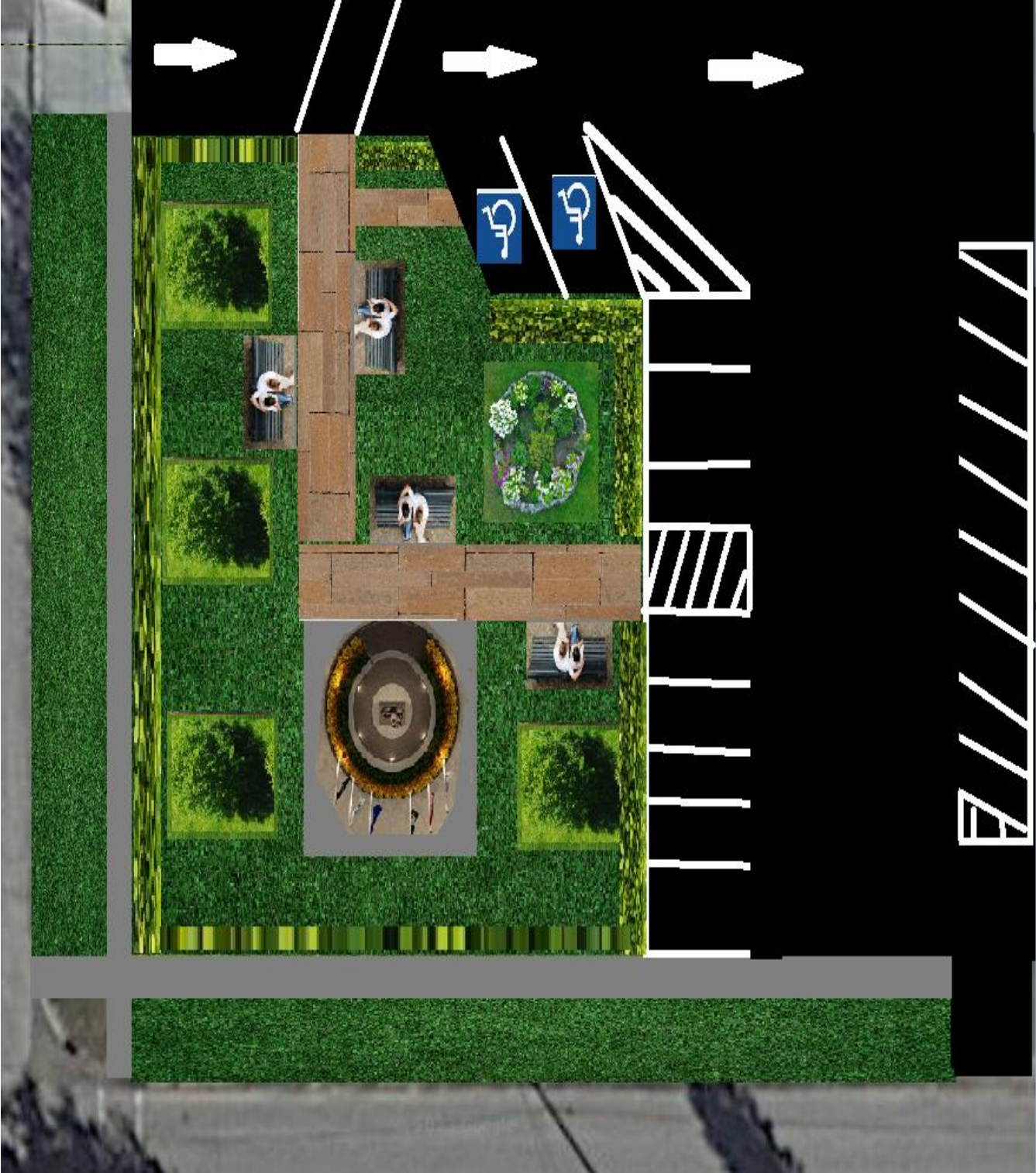


DUNDEE  
CENTENNIAL VETERANS  
MEMORIAL PARK

DRAFT 4/3/23 GIC  
RAWL ENG.









# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 23-01 FIRE DEPARTMENT REMODEL
  
  - SUBJECT:** Town Commission will consider the bid received for RFP 23-01
  
  - STAFF ANALYSIS:** Town Staff received one bid for RFP 23-01 from JCR Construction & Services, LLC for the remodel of the Fire Station Bunk Area.
  
  - FISCAL IMPACT:** \$177,600.00
  
  - STAFF RECOMMENDATION:** Staff recommends approval
  
  - ATTACHMENTS:** RFP 23-01  
JCR Construction bid packet

# THE TOWN OF DUNDEE, FLORIDA



## REQUEST FOR PROPOSAL FOR RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT

**RFP 23-01**

**Responses are due by  
Tuesday, April 4, 2023 at 4:00 pm**

**MAIL OR DELIVER RESPONSES TO:**

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

**Contact:**

Trevor Douthat, Interim Town Clerk  
Town of Dundee

Email: [TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com) (863) 438-8330, Ext 258

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SALES TAX SAVINGS FORM .....A4

**Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-01, re-advertise RFP 23-01, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**





**RFP 23-01**  
**FY 2023-2024 RENOVATION AND REMODEL OF**  
**THE DUNDEE FIRE DEPARTMENT**

Sealed Bids marked “**SEALED BID – FY 2023-24 RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT**” will be received by the Town Clerk of the Town of Dundee, Florida, until Tuesday, April 4, 2023 at 4:00 PM, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Furnish all labor, materials, equipment, and supervision necessary to demolish the existing floor plan (the “Existing Plan”) as shown in “**Exhibit A**” and construct a floor plan (the “New Plan”) as shown in “**Exhibit B**”. Both **Exhibit “A”** and **Exhibit “B”** are incorporated herein and made a part of this RFP 23-01 (the “RFP”) by reference. The contractor will be responsible to submit any and all necessary plans for approval and permitting.

On Wednesday, April 5, 2023, at 2:00 pm, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at 105 Center Street, Dundee, Florida 33844, on Wednesday, March 15, 2023, at 11:00 AM. The site visit is mandatory. No proposal shall be accepted from a party that was not present for the mandatory site visit.

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on Wednesday, March 15, 2023, at 11:45 AM following the mandatory site visit for the purpose of answering any questions bidders may have in reference to the project(s). For purposes of this proposal, the mandatory pre-bid meeting is required. No proposal shall be accepted from a party that was not present for the mandatory pre-bid meeting.

**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.**

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.

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

Questions may be submitted to the Town Clerk until 3:30pm on Wednesday, March 22, 2023. For more information regarding this RFP 23-01, please contact Trevor Douthat, (863) 438-8330 or by e-mail at [TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com).

**Public Records** - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2022). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

**An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 23-01: RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT**

The Town of Dundee welcomes your response to this RFP. 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 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. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

**The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-01, re-advertise RFP 23-01, 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.**

EXHIBIT A

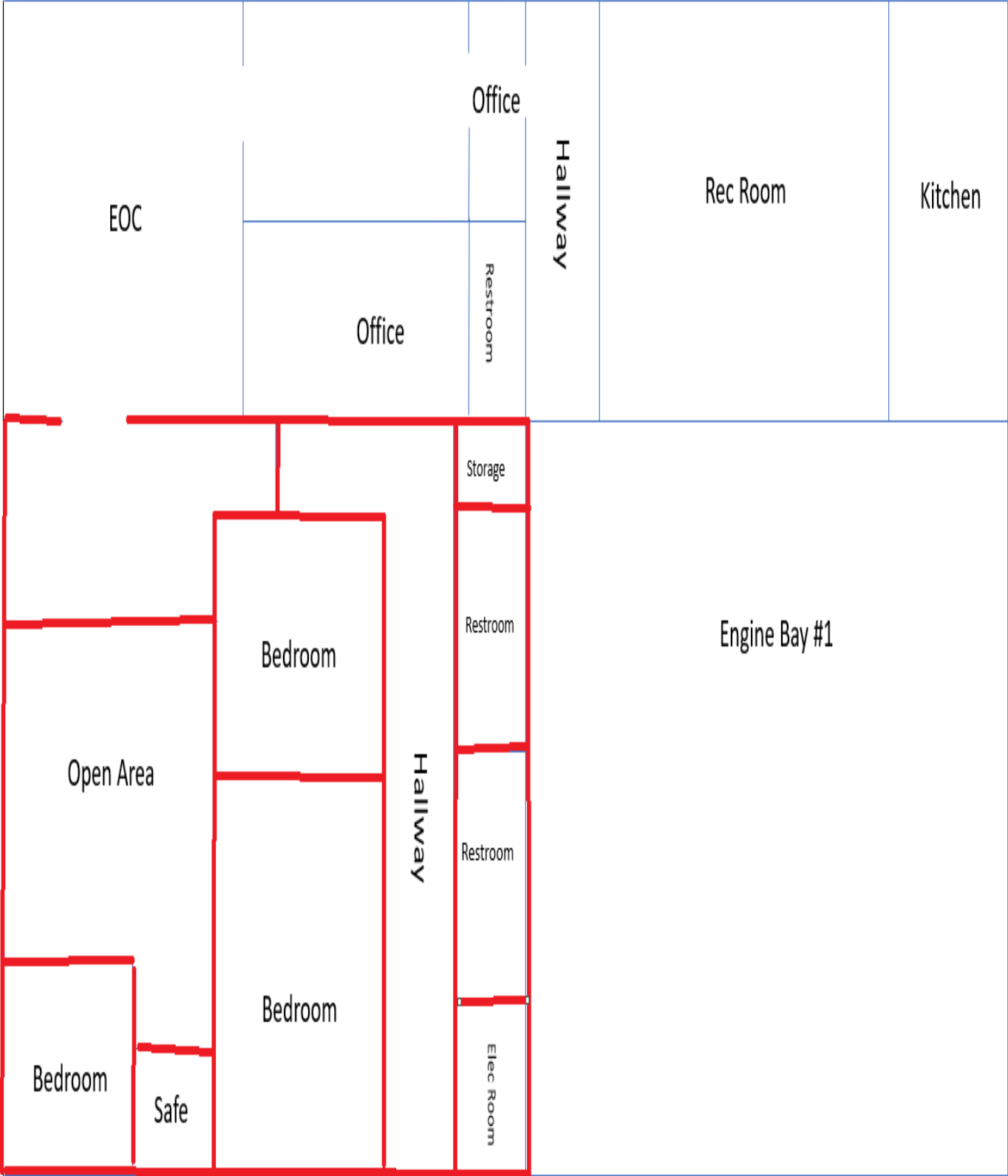
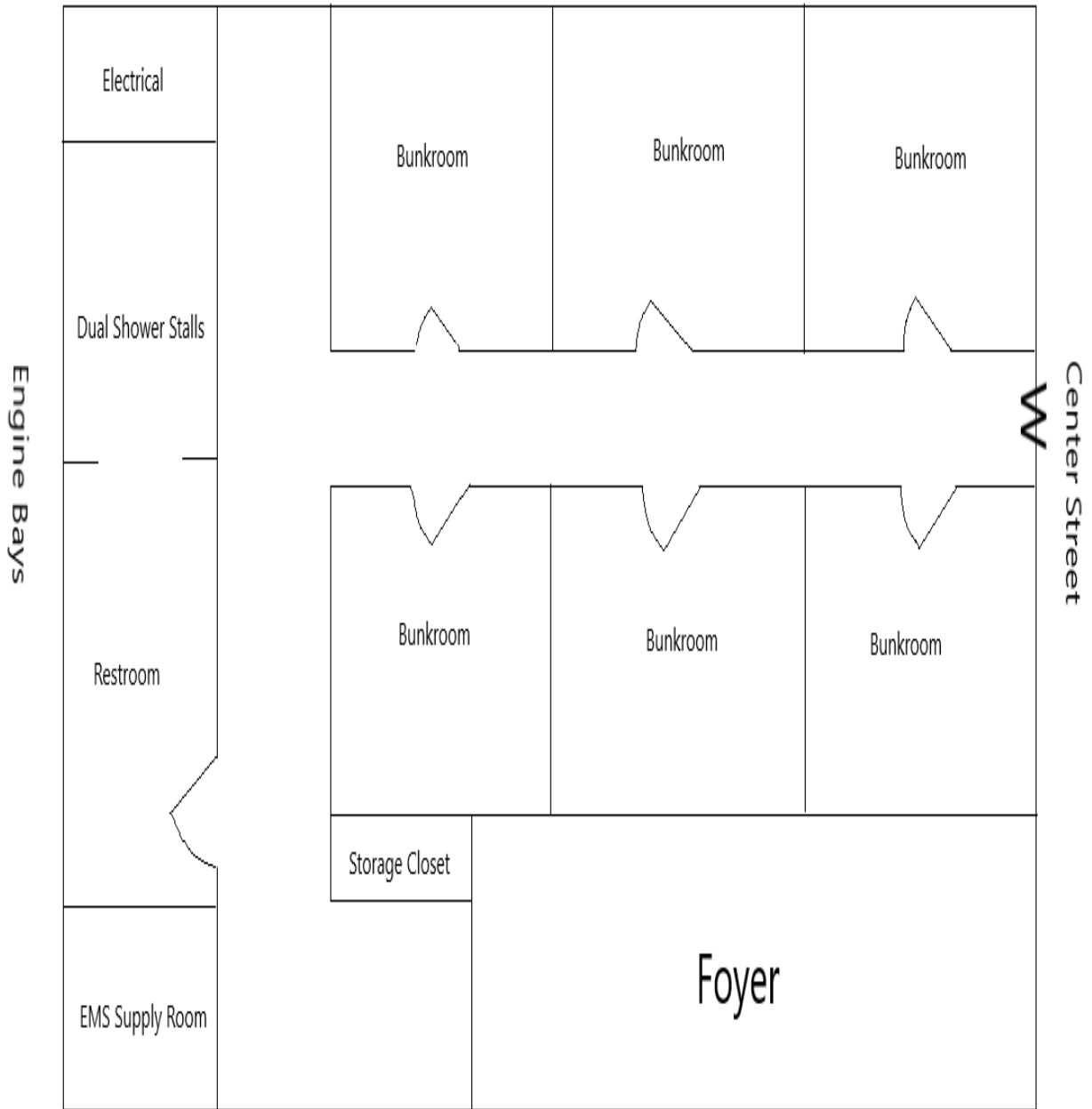




EXHIBIT B

Merrill Ave.



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

### 1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for Proposal **RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT** No. 23-01 (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

### e) **PUBLIC RECORDS:**

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

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public

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

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

**If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.**

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

## 2) DEFINITIONS

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

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
  - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

### 3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

### 4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

## 5) SAMPLES:

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

## 6) PROTEST PROCEDURES:

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

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

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

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

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

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

**The formal written protest shall contain the following:**

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



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

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

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

## 7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

#### **8) PRICES, TERMS, AND PAYMENT:**

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

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

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

#### **10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

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

#### **11) SAFETY STANDARDS:**

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

#### **12) INVOICING AND PAYMENT:**

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

### **13) WITHDRAWAL OF PROPOSALS:**

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

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

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

### **15) REJECTION OF BIDS:**

The Town may reject a bid if:

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

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

### **16) STATEMENT OF QUALIFICATIONS:**

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

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

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

#### **17) AWARD OF CONTRACT:**

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
  - i) Evaluations and quality of performance on previous projects;
  - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
  - iii) Ability to fulfill the contract within the time specified, without delay;
  - iv) Character, integrity, reputation, judgment, experience and efficiency;
  - v) Previous compliance with laws and ordinances relating to the contract;
  - vi) Sufficiency of the financial resources to fulfill the contract;
  - vii) Quality, availability and adaptability of the supplies or contractual services;
  - viii) Ability to provide future maintenance and service, as required or needed; and
  - ix) Number and scope of conditions attached to the bid.

#### **18) OTHER GOVERNMENTAL ENTITIES:**

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

### **19) PERFORMANCE:**

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

### **20) SERVICE AND WARRANTY:**

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

### **21) GOVERNMENTAL RESTRICTIONS:**

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

**22) PRICE AND ADJUSTMENTS:**

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

**23) EQUAL EMPLOYMENT OPPORTUNITY:**

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

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

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
  - i) The Division/Department to which the material was shipped.
  - ii) The chemical name and the common name of the toxic substance.
  - iii) The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity, and reactivity;
    - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **25) TIE BIDS:**

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

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

## **26) NOTICE:**

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

## **27) UNAUTHORIZED ALIEN(S):**

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov](http://www.dhs.gov) le-verify or contact USCIS at **1-888-464- 4218**.

### **CONSTRUCTION-RELATED CLAUSES**

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

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

**28) ERRORS:**

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

**29) UNIT PRICES:**

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

**30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:**

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

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

a) **BID PRICES.**

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

b) **ORDERING.**

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
  - iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.
- c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

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

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

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

### **31) INSPECTION:**

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
  - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
  - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
  - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

### **32) SUPERVISION:**

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

### **33) ACCIDENT PREVENTION:**

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

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

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

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

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

#### **35) FITTING AND COORDINATION OF THE WORK:**

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

#### **36) SUB-CONTRACTING:**

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

#### **37) MUTUAL RESPONSIBILITY OF CONTRACTORS:**

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

**38) LINES AND GRADES:**

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

**39) ASSIGNMENT OR NOVATION:**

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

**40) OTHER CONTRACTS:**

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

**41) PATENT INFRINGEMENT:**

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

**42) SHOP DRAWINGS:**

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

**43) PLANS AND SPECIFICATIONS:**

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

#### **44) SUB-SURFACE DATA:**

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

#### **45) FACILITIES, MATERIALS, AND EMPLOYEES:**

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



thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

**46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:**

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

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

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

**48) PROTECTION OF MONUMENTS:**

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

**49) USE OF PREMISES:**

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

**50) WORK PROGRESS:**

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

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

#### **51) REQUESTS FOR INTERPRETATION AND INFORMATION:**

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

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

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

#### **52) DISPUTES:**

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

### **53) CONTRACTOR INSURANCE:**

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

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

**(1) Worker's Compensation Insurance:**

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
  - (i) Part One: "Statutory"
  - (ii) Part Two: \$500,000.00                  Each Accident  
\$500,000.00                  Disease-Policy Limit  
\$500,000.00                  Disease-Each Employee
- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

**(2) General Liability Insurance:**

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:
  - (i) Mold, Fungus or Bacteria
  - (ii) Terrorism
  - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
  - (i) Architects and Engineers Professional Liability
  - (ii) Exterior Insulation and Finish Systems (EIFS)

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

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

**(3) Automobile Liability Insurance:**

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

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

**(4) Property Insurance:**

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment<sup>1</sup>. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

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

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

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
  - ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
  - iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
  - iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

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

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
  - ii) Any and all bodily injuries, sickness, disease or death;
  - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
  - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
  - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
  - c) This contractual indemnity shall survive the termination of this Contract.
  - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.



- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

#### **55) BID BOND:**

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

#### **56) PERFORMANCE AND PAYMENT BOND:**

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

#### **57) BONDING COMPANY QUALIFICATIONS:**

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
  - i) Minimum rating of “A-” or better;
  - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
  - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

**58) PAYMENT:**

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

**59) LIENS:**

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

**60) GUARANTEE:**

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
  - i) The work performed and/or materials supplied; and
  - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

**61) THE CONSTRUCTION AGREEMENT:**

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

**62) CONSTRUCTION SCHEDULE:**

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**63) FINAL INSPECTION:**

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

**64) CONSTRUCTION AND CONSULTING EVALUATION:**

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

## WORK SUMMARY

### PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

### PART 2 – PRODUCTS

### PART 3 – CONTRACT CLOSEOUT

---

### PART 1 – GENERAL

#### 1.01 – WORK BY CONTRACTOR

- A. The “**FY 2023-24 RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT**” located at 105 Center Street Dundee Florida 33838 which includes, but shall not be limited to, furnishing all labor, materials, equipment, and supervision necessary to demolish, remove, and haul off and/or dispose of the existing floor plan (the “Existing Plan”). The Existing Plan is attached hereto as **Exhibit “A”** and made a part hereof by reference. Please note that the this will include removing a SAFE that is located in a hallway.
- B. Furnishing all labor, materials, equipment, and supervision necessary to design, permit and construct a new floor plan (the “New Plan”). The New Plan is attached hereto as **Exhibit “B”** and made a part hereof by reference. The New Plan includes, but shall not be limited to, moving electrical components such as lighting, switches and outlets and plumbing and moving locations of certain walls to help create the design which the Town has identified and depicted in **Exhibit “B”**. This may also include moving or adding HVAC vents, if needed.
- C. All locations are to be completed within 45 working days from receipt of the Notice to Proceed.
- D. Work includes, but is not limited to: Demolition, haul away and disposal, and installation and design of the New Plan (see **Exhibit “B”**) for the Town of Dundee Fire Department. The contractor shall be responsible for all permits and must submit drawings for electrical, HVAC, plumbing and construction for this project for the Town of Dundee to review and approve before construction may commence.

#### 1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.

- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.

### **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.





**BID FORM**  
**FY 2023-2024 RENOVATION AND REMODEL OF THE DUNDEE**  
**FIRE DEPARTMENT**

RETURN DATE: Tuesday, April 4, 2023  
 RETURN TO: Office of the Town Clerk  
 Attn: RFP 23-01  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

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

**Bid Alternate**

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

**ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

Company Submitting Bid: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT – A

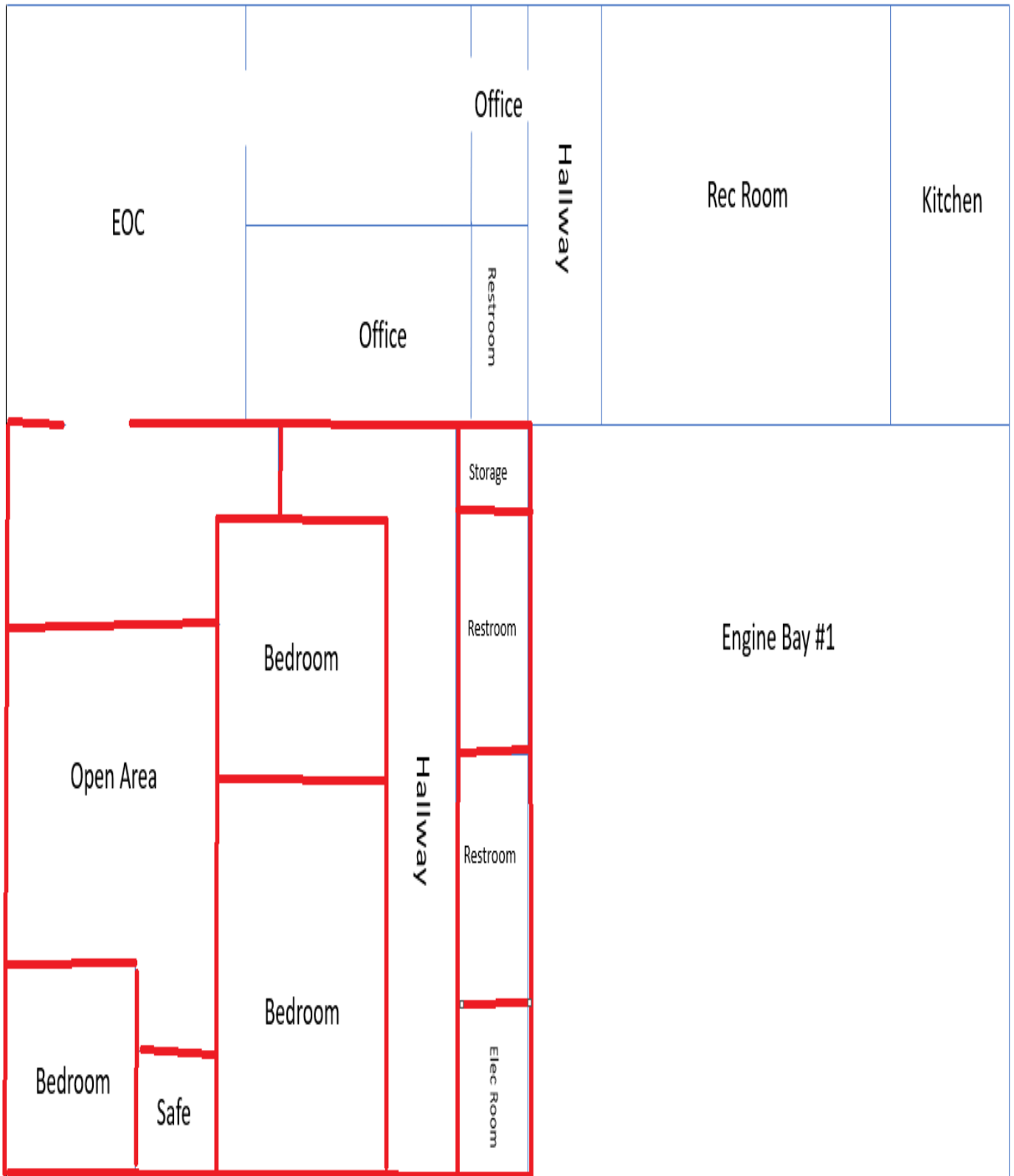
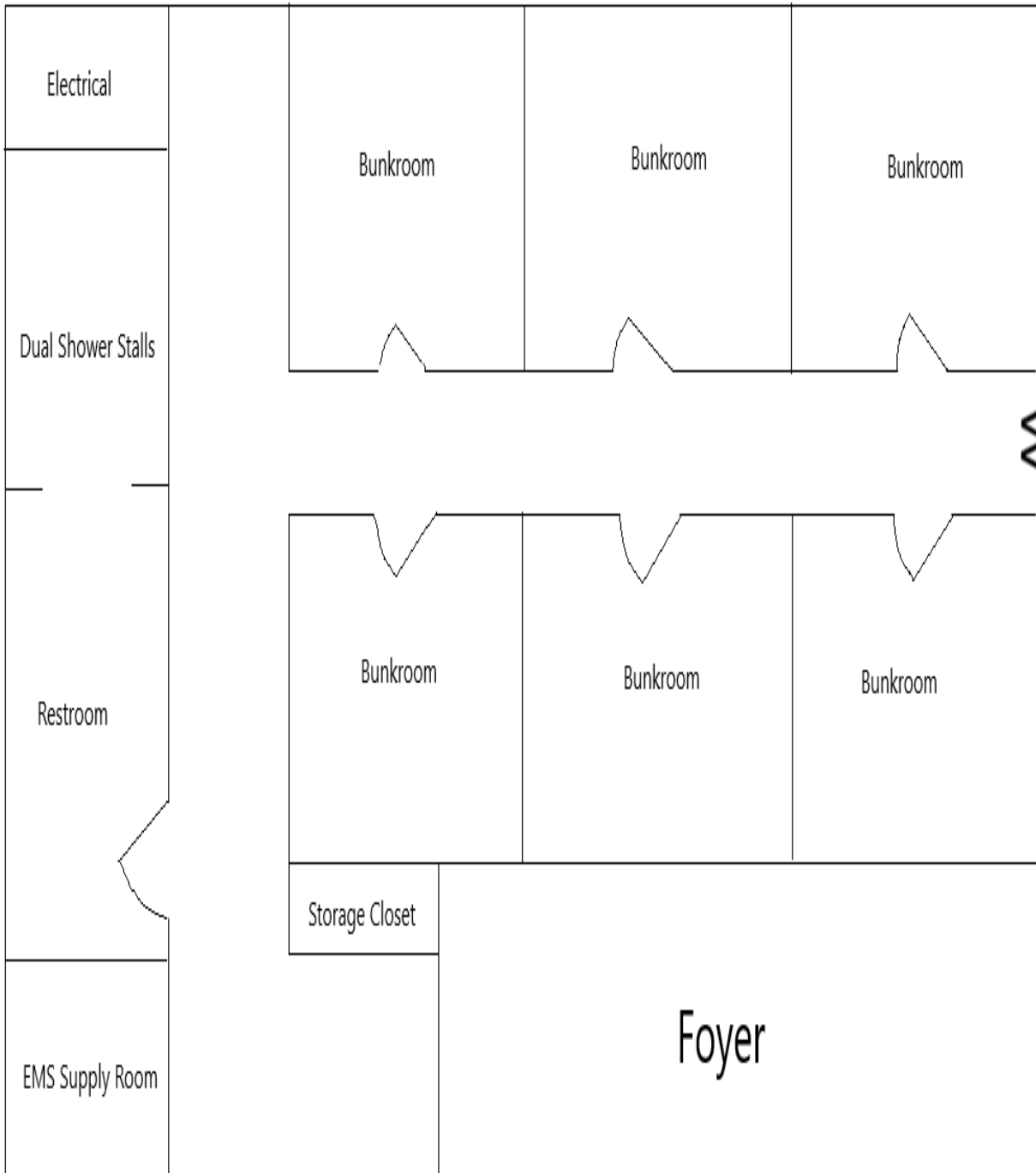


EXHIBIT- B

Merrill Ave.

Engine Bays



Center Street

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

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

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

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

Company Name \_\_\_\_\_

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

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

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

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

**I \_\_\_\_\_ (“Affiant”), being first duly sworn, deposes and says that:**

- (1) Affiant is \_\_\_\_\_ (insert job title) of \_\_\_\_\_ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

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

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

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I \_\_\_\_\_ (“Undersigned”), certify that:

- (1) Undersigned is \_\_\_\_\_ (insert job title) and duly authorized to act on behalf of the Contractor \_\_\_\_\_ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, \_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: \_\_\_\_\_ NAME OF ENTITY: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

**SALES TAX SAVINGS FORM**

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

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

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

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



JCR Construction & Services LLC CBC1265799  
4822 Joyce Dr., Lakeland, FL 33805  
jcrconstructionservices@gmail.com (863) 660-4704

**THIS PROJECT HAS BEEN  
QUOTED BASED ON A  
FIRE SPRINKLER SYSTEM,  
1 HOUR RATE SOLID  
DOORS, AND PARTITIONS  
WALLS.  
1 ½ HOUR RATING  
WALLS. BASED ON THE  
EXSITING BUILDING CODE  
OF THE FLORIDA  
BUILDING CODE.**



**BID FORM**  
**FY 2023-2024 RENOVATION AND REMODEL OF THE DUNDEE**  
**FIRE DEPARTMENT**

RETURN DATE: Tuesday, April 4, 2023  
 RETURN TO: Office of the Town Clerk  
 Attn: RFP 23-01  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

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

Bid Alternate

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

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction & Services, LLC  
 Company Address: 4822 Joyce Drive  
 Company City: Labeland State: FL Zip: 33805  
 Company Phone Number: (863) 660-4704 Fax Number: \_\_\_\_\_  
 Authorized Representative: Jarold Payan  
 Signature: [Signature] Date: 4-2-23  
 Print Name: Jarold Payan Phone Number: (863) 660-4704  
 Title: President

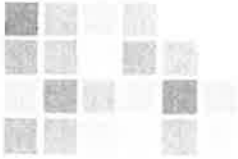
**NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**

RFP-23-01 Submitted by JCR Construction &amp; Services, LLC

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. Engineering (drawings)	1		8000.00	8000.00
2. Bonds (payment & performance)	1		2000.00	2000.00
3. Final Clean	1		800.00	800.00
4. Port-O-John	3		1200.00	1200.00
5. Masonry & Labor Materials (ADA shower floors)	1		1000.00	1000.00
6. Carpentry Labor	1		2000.00	2000.00
7. Carpentry Materials (include straps/hardware)	1		3500.00	3500.00
8. Insulation	1		3200.00	3200.00
9. Interior Doors Material (b labor, solid core, metal frame)	8		9000.00	9000.00
10. Interior Doors Labor	8		1600.00	1600.00
11. Finish Hardware (doorhandles, closure)	8		2800.00	2800.00
12. Drywall (5/8" wall/ceiling)	1		12000.00	12000.00
13. Ceramic Tile (inc 2.50 sq ft tile allowance 12x24)	1		5000.00	5000.00
14. Wood baseboard (3.5" nominal)	1		2000.00	2000.00
15. Vinyl Flooring *(inc. 2.50 sq ft flooring allowance)	1		6000.00	6000.00
16. Paint Interior Walls (color selected by City)	1		7000.00	7000.00
17. Signage/Graphics (ADA SIGNS)	1		300.00	300.00
18. Bath Accessories (partitions/grab bars/mirrors)	1		7000.00	7000.00
19. HVAC (existing unit to remain)	1		9000.00	9000.00

RFP-23-01 Submitted by JCR Construction &amp; Services, LLC

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
20. Plumbing	8		9600.00	9600.00
21. Sprinkler System (work area only)	1		7000.00	7000.00
22. Electrical	46		28000.00	28000.00
23. Demolition (inc safe/shower door)	1		7000.00	7000.00
24. Soil Treatment (termites)	1		300.00	300.00
25. General Conditions	1		7500.00	7500.00
26. Contingency	1		8000.00	8000.00
27. Labor	4		4800.00	4800.00
28. Supervision	3		12000.00	12000.00
29. Project Management	3		10000.00	10000.00
			<b>TOTAL</b>	<b>177600.00</b>



JCR Construction & Services LLC CBC1265799  
 4822 Joyce Dr., Lakeland, FL 33805  
[jcrconstructionservices@gmail.com](mailto:jcrconstructionservices@gmail.com) (863) 660-4704

### **Design-Build Proposal**

- Date:** 03-31-23
- To:** Trevor Douthat, Interim Town Clerk Town of Dundee  
 TDouthat@TownofDundee.com (863) 438-8330, Ext 258
- Project Title:** RFP 23-01 RENOVATION AND REMODEL OF THE DUNDEE FIRE DEPARTMENT
- Introduction:** JCR Construction & Services LLC is pleased to present our Design-Build Proposal; thank you for the opportunity to bid. The following is a design-bid proposal to "Furnish all labor, materials, equipment, and supervision necessary to demolish the existing floor plan (the "Existing Plan") as shown in "Exhibit A" and construct a floor plan (the "New Plan") as shown in "Exhibit B". Both Exhibit "A" and Exhibit "B" are incorporated herein and made a part of this RFP 23-01 (the "RFP") by reference. The contractor will be responsible to submit any and all necessary plans for approval and permitting [RFP 23-01]."
- Partial Analysis:** The following analysis was used as a basis to determine many of the project needs and requirements but should not be considered a full analysis of the existing structure or its systems. Life Safety is of the utmost importance; a full study of the existing structure and its uses may be required at project commencement. The analysis focuses on "Exhibit B" (Area of Work). Existing systems in areas outside of the Area of Work were not analyzed at this time but may be required in the future. The project structure is located at 118 Merrill Ave, Dundee, FL 33838. The 8,020-sf. structure was built in 1980.
- 1 NFPA 101: Life Safety Code
  - 2 NFPA 13R
  - 3 FBC 2020 310.4 Mixed occupancy building, area of work categorized as R2.
  - 4 FBC 2020 420.2 Rated partitions required for separation of sleeping units and corridors.



JCR Construction & Services LLC CBC1265799  
4822 Joyce Dr., Lakeland, FL 33805  
[jcrconstructionservices@gmail.com](mailto:jcrconstructionservices@gmail.com) (863) 660-4704

- 5 FBC 2020 TABLE 1020.1 Fire sprinkler required.
- 6 FBC 2020 202 ESSENTIAL FACILITIES. Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, or earthquakes.
- 7 FDC 2020 TABLE 1604.5 Occupancy is considered a Risk Category IV
- 8 FDC 2020 EXSTING 603 ALTERATION—LEVEL 2
- 9 FBC 2020 Energy Conservation R501 Existing Buildings

Application: The partial analysis is the basis for the project Design and Build proposal. Partitions for sleeping areas are required to be separated from the corridor with a minimum 1/2HR smoke partition extending to the underside of the existing roof deck. Sleeping area doors shall be smoke rated with a latch. The occupant load of the Area of Work exceeds code minimum for sleeping areas, therefore requiring a fire sprinkler system meeting NFPA-13R. Return and supply ductwork of existing HVAC systems to remain will require smoke dampers at all penetrations through rated partitions. Lighting systems will meet current energy requirements.

Analysis exclusions: Structural design, back-up power systems, asbestos abatement, areas and systems outside of the Area of Work, Additional emergency escape requirements, fire alarms.



Jarold Payan  
CBC1265799

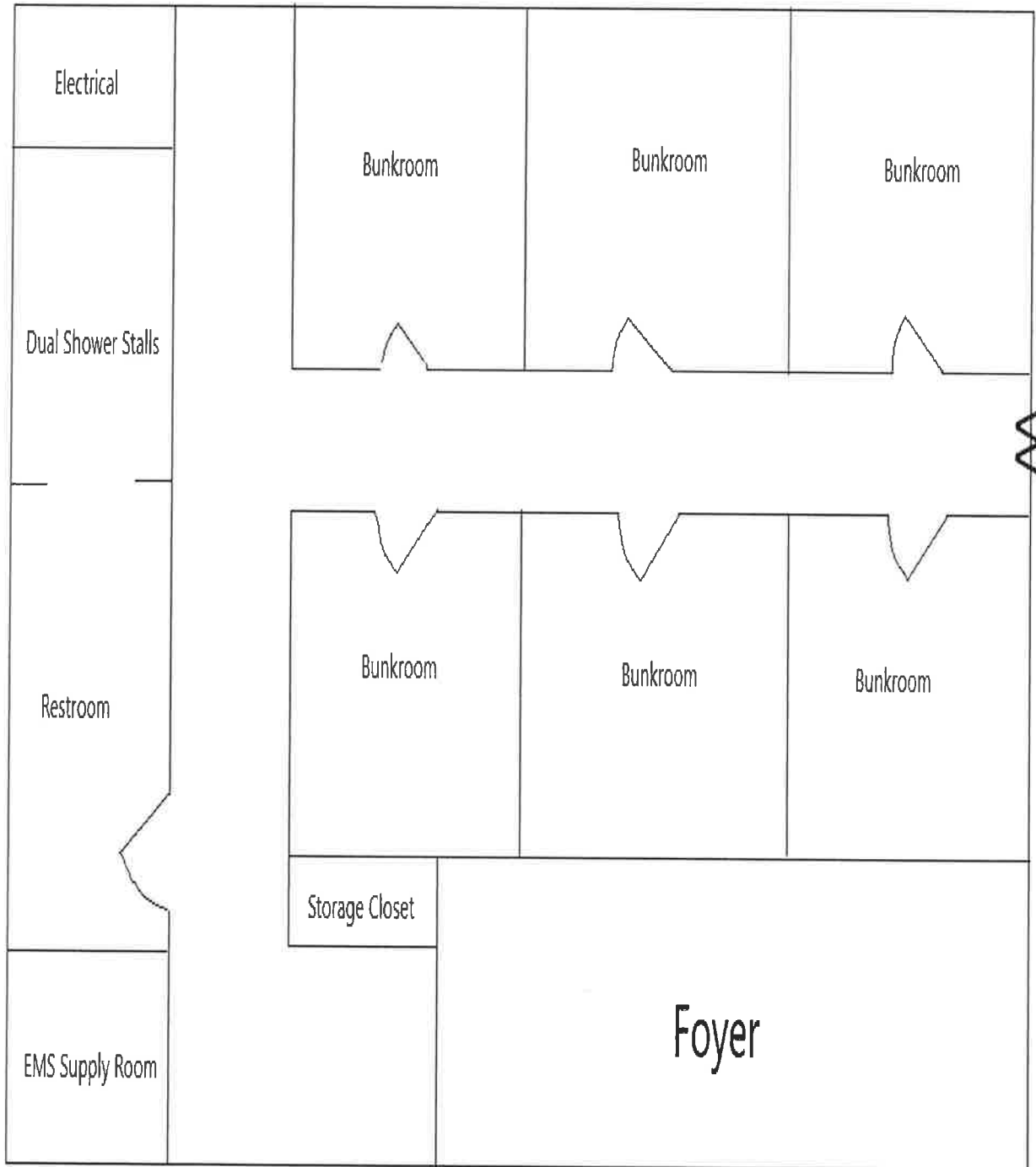
EXHIBIT - A



EXHIBIT- B

Merrill Ave.

Engine Bays



Center Street



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

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

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

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

Company Name JCR Construction & Services

Signature [Handwritten Signature] Date: 4-2-23

Printed Name Jerald Payan

Title President

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

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

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 DAY OF April, 2023

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

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

SIGN: [Handwritten Signature]

PRINT: Carol Pyles



**CAROL PYLES**  
Commission # HH 130499  
Expires May 27, 2025  
Bonded Thru Budget Notary Services

**NONCOLLUSION AFFIDAVIT OF BIDDER**

State of Florida

County of Polk

I Carol Pyles ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is President (insert job title) of JCR Construction & Services, LLC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

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

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 DAY OF April, 2023

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

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

SIGN: Carol Pyles

PRINT: Carol Pyles



**CAROL PYLES**  
Commission # HH 130499  
Expires May 27, 2025  
Bonded Thru Budget Notary Services

**CERTIFICATION OF DRUG-FREE WORKPLACE**

Iskold Payan ("Undersigned"), certify that:

- (1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Contractor JCR Construction & Services, LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, JCR Construction & Services, LLC, acknowledges, understands, and complies fully with the above requirements.

DATE: 4-2-2023 NAME OF ENTITY: JCR Construction & Services, LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 4822 Joyce Drive  
Lakeland, FL 33805

SIGNATURE: 

PRINT NAME: Jarold Payan

### SALES TAX SAVINGS FORM

CONTRACT NUMBER: REP 23-01

NAME OF PROJECT: Renovation & Remodel of  
Dundee Fire Department

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.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

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

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

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

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

WHEREAS the Principal has submitted a bid for  
**FY 2023-2024 Renovation & Remodel of Dundee Fire Department; Bid No. RFP-23-01**  
**Remodel of Bunk Quarters & Restrooms - 118 West Merrill Avenue, Dundee, FL 33838**

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


*Signed and sealed April 4, 2023*

JCR Construction and Services LLC

  
(Witness)



The Ohio Casualty Insurance Company

  
(Witness)



David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



Seal No. 7503



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

Item 7.

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

Certificate No: 8205203-969456

POWER OF ATTORNEY

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

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

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



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

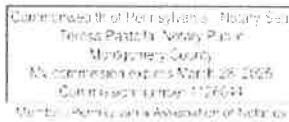
By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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



By: [Signature]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of April 2023



By: [Signature]

Renee C. Llewellyn, Assistant Secretary



Seal No. 756

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

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

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JCR CONSTRUCTION & SERVICES LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**3804 BLOCK PRINE RD**

**6** City, state, and ZIP code  
**LAKELAND FL 33810**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

**Employer identification number**

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

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Anticipated Timeline for RFP-23-01

Upon acceptance and approval of the contract it will take approximately 20 business days to receive completed blueprints. At that time permits will be applied for and from the date the permits are issued, there will be 90 days to complete the project.

CLIENT REFERENCES

City of Lakeland

Lakeland Linder International Airport

3900 Don Emerson Drive Suite 210

Lakeland, FL 33813

Linda Alsbaugh 863-834-6780

Interior Office Repairs 3240 Flightline Dr Bid #3060

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Auburndale Warehouse 615 McKean St, Auburndale

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Twin Lakes Apartments 330 Twin Lakes Blvd., Lake Wales

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Grove Plaza 5617 Wesley Grove Blvd, New Port Richey

**\*\*Please see attached Purchase Order and Experience History Work Sheets\*\***

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>  7243 Donna Dr, New Port Ritchey, FL, 34652	Dates Employed (mm/yyyy to mm/yyyy):  Employer Phone Number: 7274842897
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: CGC1510383
Email: <b>G. jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  
  Masonry walls  
  Steel erection  
 Column erection  
  Formwork for structural reinforced concrete  
  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Auburndale Warehouse

Complete Project Address: 615 McKean St, Auburndale FL, 33823

Your job title on the project: \_\_\_\_\_

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on building an office addition (6k) and erecting a 180 ft 2h ratching fire proof wall. This project included columns, footing and erecting a net to avoid insects going from one side to the other in the existing warehouse.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 08/08/2021

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>  7243 Donna Dr, New Port Ritchey, FL, 34652	Dates Employed (mm/yyyy to mm/yyyy):  Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.
  Masonry walls
  Steel erection  
 Column erection
  Formwork for structural reinforced concrete
  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Twin lakes apartment complex

Complete Project Address: 330 Twin Lakes Blvd, Lake Wales , FL, 33853


Your job title on the project: \_\_\_\_\_

Your duties on the project: (Brief description of your day-to-day responsibility)  
Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)  
Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on an two stories apartment building demolition and prepare the lot for an new building to be on site.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature:  Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: Medeiros Construction LLC 7243 Donna Dr, New Port Ritchey, FL 34652	Dates Employed (mm/yyyy to mm/yyyy): 10/2020-06/2021 Employer Phone Number: 727-484-2897
Name of qualifying contractor for employer: Jason Medeiros	License number of qualifying contractor: CGC1510383
Email: g.jason.medeiros@gmail.com	Dates on Project (mm/yyyy to mm/yyyy): 10/2020-06/2021

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection
- Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Grove Plaza

Complete Project Address: 5617 Wesley Grove Blvd

Your job title on the project: \_\_\_\_\_

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervise labor to form structural concrete foundations with steel cages and plates. Supervise steel column erection, welding to plates.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

New commercial retail plaza, single story, steel structure on concrete foundation, 31,000 sq ft.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature: \_\_\_\_\_



Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

d. Exhibit "D", City's Cost Proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

19. **NOTICES.** All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

JCR Construction & Services, LLC  
3804 Block Prine Road  
Lakeland, Florida 33810

As to City:


Lakeland Linder International Airport  
3900 Don Emerson Drive, Suite 210  
Lakeland, FL 33811

**IN WITNESS WHEREOF**, the parties herein have executed this Agreement for interior office repairs pursuant to ITB No.3060 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

JCR CONSTRUCTION & SERVICES, LLC

\_\_\_\_\_  
H. William Mutz, Mayor

  
\_\_\_\_\_  
President (Signature)  
**Jarold Pagan**  
\_\_\_\_\_  
President (Printed Name)

ATTEST:

[Corporate Seal]   
ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)



**PURCHASING & STORES  
DIVISION**

<b>VENDOR</b> JCR CONSTRUCTION & SERVICES LLC 3804 BLOCK PRINE RD LAKELAND, FL 33810 United States	<b>SHIP TO</b> Lakeland Linder International Airport 3900 Don Emerson Drive, Suite 210 Lakeland, FL 33813 United States	<b>Purchase Order</b> ORDER NUMBER 293586 REVISION 0 PAGE NUMBER 1
<b>BILL TO</b> City of Lakeland City Hall Accounts Payable 228 South Massachusetts Ave Lakeland, FL 33801 Email: cityhallAP@lakelandgov.net	<b>Reply To:</b> Purchasing & Stores Division 1140 E. Parker Street Lakeland, Florida 33801 Phone: 863.834.6780 Fax: 863.834.6777 TDD: 863.834.8333 Email: purch@lakelandgov.net	
<b>QUESTIONS? CONTACT:</b> Herber, Sharon A		

**VENDOR #** 136239      **REVISED DATE/BUYER** 27-MAR-23 L Alsbaugh  
**PAYMENT TERMS** Net 30      **FREIGHT TERMS** Prepay & Add      **SHIP VIA** BEST WAY      **CONFIRM TO/TELEPHONE** ()  
**F.O.B.** Destination

ITEM	PART NUMBER/DESCRIPTION	PROMISED BY	QUANTITY	UNIT	UNIT PRICE	LINE TOTAL
1	Interior Office Repairs at 3240 Flightline Drive - BID# 3060			LOT		78,413.05
					<b>TOTAL</b>	78,413.05

No federal excise or state sales tax shall be included in price.  
 State Sales Tax Certificate # 85-8012621615C-3  
 Federal Exemption # 59-6000354

This purchase order is subject to City of Lakeland's standard terms and conditions contained on the Purchasing Division's website at [www.lakelandgov.net/departments/purchasing/](http://www.lakelandgov.net/departments/purchasing/), which are hereby incorporated by reference and made a part hereof.

Mark D. Raiford, Purchasing Manager



# TOWN COMMISSION MEETING

April 11, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** POLK COUNTY BURN BAN
- SUBJECT:** Chief Carbone will inform Commission of the County’s burn ban
- STAFF ANALYSIS:** The Town of Dundee in cooperation with Polk County and other municipalities have agreed to a burn ban within the municipal limits of Dundee. There is no time frame as to when the ban will be lifted.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** None
- ATTACHMENTS:** Polk County Resolution 2023-037



**RESOLUTION NO. 2023- 037**

**WHEREAS**, Polk County has experienced dry weather conditions for an extensive period of time because of the lack of rainfall; and

**WHEREAS**, over fifty percent (50%) of Polk County is averaging over 500 on the Keetch-Byram Drought Index; and

**WHEREAS**, the current atmospheric conditions increase the risk of bush fires and uncontrolled fires throughout Polk County; and

**WHEREAS**, the increase in risk of brush fires and uncontrolled fires are a threat to the public health, safety and general welfare of Polk County; and

**WHEREAS**, there are no signs of abatement of these dangerous fire conditions in the near future; and

**WHEREAS**, On March 30, 2023, pursuant to Ordinance 08-015, as amended, the Fire Chief declared Fire Department Burn Ban 23-01 which is scheduled to be first published on April 5, 2023; and

**WHEREAS**, such Fire Department Burn Ban must be approved by resolution at the next regular meeting of the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners that Fire Department Burn Ban 23-01, attached hereto as Exhibit "A," is HEREBY approved.

**PASSED AND DULY ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION THIS 4TH DAY OF APRIL, 2023.**

ATTEST: Stacy M. Butterfield, Clerk

By: Alison Holland  
Deputy Clerk

POLK COUNTY, FLORIDA  
Board of County Commissioners

BY: [Signature]  
George Lindsey, III, Chair  
R.41



**Exhibit "A"**

**DECLARATION OF FIRE DEPARTMENT BURN BAN NO. 23-01**

**WHEREAS**, Polk County has experienced dry weather conditions for an extensive period of time because of the lack of rainfall;

**WHEREAS**, over fifty percent (50%) of Polk County is averaging over 500 on the Keetch-Byram Drought Index;

**WHEREAS**, Polk County Ordinance No. 08-015 authorizes the Fire Chief or the Fire Chief's Designee to declare a Fire Department Burn Ban during periods in which the atmospheric conditions increase risk in brush fires and uncontrolled fires;

**WHEREAS**, the current atmospheric conditions increase the risk of bush fires and uncontrolled fires throughout Polk County;

**WHEREAS**, the increase in risk of brush fires and uncontrolled fires are a threat to the public health, safety and general welfare of Polk County; and

**WHEREAS**, there are no signs of abatement of these dangerous fire conditions in the near future.

**NOW THEREFORE, BE IT DECLARED BY THE POLK COUNTY FIRE CHIEF:**

PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE No. 08-015, AS AMENDED, A FIRE DEPARTMENT BURN BAN IS HEREBY DECLARED WITHIN THE UNINCORPORATED AREAS OF POLK COUNTY AND THE FOLLOWING MUNICIPALITIES: AUBURNDALE, EAGLE LAKE, LAKE ALFRED, MULBERRY, LAKE HAMILTON, HAINES CITY, HILLCREST HEIGHTS, POLK CITY, WINTER HAVEN, DAVENPORT, DUNDEE, LAKELAND, BARTOW, FROSTPROOF, FORT MEADE, HIGHLAND PARK. THIS DECLARATION SHALL PROHIBIT ALL OPEN AND RECREATIONAL FIRES UNLESS AUTHORIZED BY THE FLORIDA FOREST SERVICE.

OPEN AND RECREATIONAL FIRES HEREBY INCLUDE, WITHOUT LIMITATION:

1. Campfires;
2. Bonfires;
3. unpermitted controlled burns;
4. burning of yard and household trash;
5. burning of construction debris;
6. burning of organic debris;
7. igniting of fireworks; and

- 8. noncommercial burning of material, other than for religious or ceremonial purposes, which is not contained in a barbecue grill or barbecue pit and the total fuel area exceeds 3ft in diameter and 2ft in height.

The Fire Marshal upon request by a property owner may approve open fires for agricultural purposes for a specific location and time period. The Fire Marshal may impose necessary conditions on such open fires to minimize the risk of brush fires and uncontrolled fires.

This Burn Ban shall not prohibit burning permitted by the Florida Forest Service or firework displays approved by the Authority Having Jurisdiction.

FURTHERMORE, PURSUANT TO THE AUTHORITY OF POLK COUNTY ORDINANCE NO. 08-015, AS AMENDED, ANY PERSON WHO REFUSES TO COMPLY OR VIOLATES THIS BURN BAN SHALL BE IN VIOLATION OF POLK COUNTY ORDINANCE NO. 08-015, AS AMENDED, AND SHALL BE PUNISHED ACCORDING TO LAW, AND UPON SUCH CONVICTION FOR SUCH OFFENSE, SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) OR BY IMPRISONMENT BY A TERM NOT TO EXCEED SIXTY (60) DAYS IN THE COUNTY JAIL OR BOTH.

DATED this Mar 30, 2023 day of March 2023.

ATTEST:

STACY M. BUTTERFIELD, CLERK

POLK COUNTY FIRE CHIEF

By: Erin Valle  
Erin Valle | Mar 30 2023 11:00 EDT  
 Deputy Clerk

By: Hezedeann Smith  
 Hezedeann Smith, Fire Chief