



TOWN COMMISSION MEETING AGENDA

June 11, 2024 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JUNE 11, 2024

A. MINUTES

- 1. February 15, 2024 Planning & Zoning Meeting**
- 2. May 28, 2024 Town Commission Meeting**

B. AGREEMENTS

- 1. Central Florida Regional Planning Council Planning Advisory Services Agreement**
- 2. Dewberry Contract**
- 3. Geoplanning Contract**

C. BOARD RESIGNATIONS

- 1. Jill Kitto, Planning & Zoning Board Resignation**

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- 1. PROCLAMATION, JUNETEENTH**
- 2. PROCLAMATION, LGBTQ PRIDE MONTH**

NEW BUSINESS

- 3. DISCUSSION & ACTION, ORDINANCE 24-07 HANDBOOK POLICY UPDATE**
- 4. DISCUSSION & ACTION, JUNETEENTH TEMPORARY ROAD CLOSURES**
- 5. DISCUSSION & ACTION, JULY 4TH TEMPORARY ROAD CLOSURES**
- 6. DISCUSSION & ACTION, BRUSH TRUCK SKID UNIT**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

June 11, 2024 at 6:30 PM

AGENDA ITEM TITLE:	Approval of the Commission Consent Agenda
SUBJECT:	The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
STAFF ANALYSIS:	<p>The consent agenda for the meeting of June 11, 2024 contains the following:</p> <p>A. Minutes</p> <ol style="list-style-type: none"> 1. February 15, 2024 Planning & Zoning Meeting 2. May 28, 2024 Town Commission Meeting <p>B. Agreements</p> <ol style="list-style-type: none"> 1. CFRPC Planning Advisory Services Agreement 2. Dewberry Contract 3. Geoplanning Contract <p>C. Board Resignations</p> <ol style="list-style-type: none"> 1. Jill Kitto, Planning & Zoning Resignation
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	<p>2/15/24 P&Z Minutes</p> <p>5/28/24 TC Minutes</p> <p>CFRPC Planning Advisory Services Agreement</p> <p>Dewberry Contract</p> <p>Geoplanning Contract</p> <p>Jill Kitto, Planning & Zoning Resignation</p>



PLANNING AND ZONING BOARD MEETING MINUTES

February 15, 2024 at 5:30 PM

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

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

CALL TO ORDER by Vice Chair Kitto at 5:30 P.M.

PLEDGE OF ALLEGIANCE led by Vice Chair Kitto

ROLL CALL given by Town Clerk Douthat

PRESENT

Jill Kitto

Annette Wilson

Drexcel Robinson

ABSENT

Jeff Gunter

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Public speaking instructions given by Assistant Town Attorney Claytor.

APPROVAL OF MINUTES

1. December 21, 2023 P&Z Minutes

MOTION TO APPROVE the minutes from the December 21, 2023 Planning and Zoning meeting made by Wilson, Seconded by Robinson. Passed unanimously.

Voting Yea: Kitto, Wilson, Robinson

PUBLIC HEARINGS

2. PUBLIC HEARING, FUTURE LAND USE MAP AMENDMENT

Town Planner Peterson gave the presentation.

Dan Lewis, AG Investments of Polk County LLC, gave a presentation on behalf of the entity and reserved the right to rebuttal.

Chair Kitto opened the floor to public comment.

Mary Marcellete, 6302 Treasure Valley Loop, asked if the water service for any proposed project would affect her water service and what the elevation/grading of any proposed project would be.

Charlie Hover, 6859 N Scenic Hwy, expressed concerns about any proposed project near his property.

Carl Rogers, 119 Edgewood Blvd, expressed concerns about any proposed project.

Sean Fegyveres, 215 Edgewood Blvd, asked if the company making the requested amendment actually owned the property in question.

Beverly Whipple, 155 Edgewood Blvd, expressed concerns about the animals on the property and asked why the strip of property in question was chosen.

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

MOTION TO APPROVE the FLU amendment with changes made by Wilson. No second was made. The motion died.

MOTION TO RECOMMEND APPROVAL of the FLU amendment to the Town Commission made by Robinson, Seconded by Wilson. Passed unanimously.
Voting Yea: Kitto, Wilson, Robinson

3. PUBLIC HEARING, OFFICIAL ZONING MAP AMENDMENT

Town Planner Peterson gave the presentation.

Dan Lewis reserved the right to rebuttal.

Chair Kitto opened the floor to public comment.

Carl Rogers, 119 Edgewood Blvd, asked if there would be other meetings involving any proposed project on this property.

Charlie Hover, 6859 N Scenic Highway, expressed disapproval of a medium density zoning change.

Mary Marcellete, 6302 Treasure Valley Loop, does not want multi story units on the property.

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

MOTION TO RECOMMEND APPROVAL of the zoning amendment to the Town Commission
made by Wilson, Seconded by Robinson. Passed unanimously.
Voting Yea: Kitto, Wilson, Robinson

REPORTS FROM OFFICERS

Assistant Town Attorney Claytor informed the Board that they would be seeing the impact fee portion of the traffic concurrency within the next 6 weeks.

ADJOURNMENT at 6:54PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____



TOWN COMMISSION MEETING MINUTES

May 28, 2024 at 6:30 PM

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

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

CALL TO ORDER by Mayor Pennant

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Vice Mayor Goddard

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

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

ROLL CALL given by Town Clerk Douthat

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Aletha Pugh, 1367 Swan Lake Cir, spoke on the Dundee Summer Program through Education Connect Learning Center.

Rafael Jaramillo, 903 MLK St, spoke on the progress within the Town.

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

A. MINUTES

1. May 14, 2024 Town Commission Meeting

***MOTION TO APPROVE** the minutes section of the consent agenda for May 28, 2024 made by Glenn, Seconded by Quarles. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant*

B. AGREEMENTS

1. WHEDC Lease Agreement

2. Stalnaker Road Transfer Agreement

Mayor Pennant opened the floor for comments from the public.

Merissa Green, 1307 Vista del Lago, spoke against the partnership with WHEDC.

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

MOTION TO APPROVE the agreements section of the consent agenda for May 28, 2024 made by Glenn, Seconded by Quarles.

Voting Yea: Glenn, Goddard, Quarles, Pennant

Voting Nay: Richardson

APPROVAL OF AGENDA

MOTION TO APPROVE the regular agenda for May 28, 2024 made by Quarles, Seconded by Glenn. Passed unanimously.

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

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

MOTION TO SUPPORT May 19-25, 2024 as National Public Works Week made by

1. PROCLAMATION, NATIONAL PUBLIC WORKS WEEK

MOTION TO SUPPORT May 19-25, 2024 as National Public Works Week made by Goddard, Seconded by Glenn. Passed unanimously. Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented the Public Works employees with them.

NEW BUSINESS

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

Assistant Town Attorney Claytor read the ordinance title into the record.

Town Manager Davis gave the analysis.

Assistant Town Attorney Claytor reviewed the proposed revision(s) and the applicable statutory authority.

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

MOTION TO APPROVE the first reading of Ordinance 24-07 made by Quarles, Seconded by Glenn.

Voting Yea: Glenn, Goddard, Quarles, Pennant

Voting Nay: Richardson

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

Assistant Town Attorney Claytor read the resolution title into the record.

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

MOTION TO APPROVE Resolution 24-11 made by Glenn, Seconded by Quarles. Passed unanimously.

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

4. DISCUSSION, TOWNWIDE TRANSPORTATION STUDY METHODOLOGY

Assistant Town Attorney Claytor clarified that the only issue for discussion is the methodology – not the calculation of the fee and/or amount of the fee.

Alex Anaya, ESRP Corporation made the presentation.

Mayor Pennant opened the floor for comments from the public.

Bernard Hammonds, 611 MLK St, asked if the Town looked at other companies before hiring ESRP Corporation.

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

MOTION TO APPROVE alternative 2 made by Quarles, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

5. DISCUSSION & ACTION, RFP 24-07 SPLASH PAD

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Mervin Raggs, 312 Lincoln Ave, talked about spending the money on the splash pad project vs the summer program.

Assistant Town Attorney Claytor explained that restricted funds were being used for the project – not monies from the general fund.

Merissa Green, 1307 Vista del Lago, thanked the Town for working on the splash pad project.

Jessica Farler, 315 7th St S, asked why the project has increased to the current amount.

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

MOTION TO APPROVE the release of RFP 24-07 made by Quarles, Seconded by Goddard. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

6. DISCUSSION & ACTION, RFP 24-08 UTILITY DEPARTMENT CRANE TRUCK

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Robert Edwards, 1130 Allegro Place, asked about renting a truck vs buying a new truck.

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

MOTION TO APPROVE the release of RFP 24-08 made by Goddard, Seconded by Quarles. Passed unanimously.
Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

7. DISCUSSION & ACTION, EIGHTH STREET STRIPING

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE the quote received from Pave Shield, LLC made by Quarles, Seconded by Goddard. Passed unanimously.

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

8. DISCUSSION, SPEED HUMPS

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE the speed hump replacement made by Richardson, Seconded by Goddard. Passed unanimously.

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

9. DISCUSSION & ACTION, JUNETEENTH CELEBRATION

Town Manager Davis gave the analysis.

Mervin Raggs, 312 Lincoln Ave, gave a presentation.

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

MOTION TO APPROVE the special events application from CCOD for the Juneteenth Parade and Celebration made by Goddard, Seconded by Glenn. Passed unanimously.

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

10. DISCUSSION & ACTION, NORTHEAST POLK CHAMBER OF COMMERCE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Merissa Green, 1307 Vista del Lago Blvd, supports the chamber membership.

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

The Commission gave unanimous consensus for the Town Manager to arrange a presentation with the Northeast Polk Chamber of Commerce.

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals.

Town Manager Davis thanked all who come out and those who helped with the Veteran's Memorial opening.

ADJOURNMENT at 9:30PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

DRAFT

PLANNING ADVISORY SERVICES AGREEMENT

with the

TOWN OF DUNDEE

THIS PLANNING ADVISORY SERVICES AGREEMENT (hereinafter referred to as either the “Agreement” or “Contract”) is made and entered into this 11th day of June, 2024 (hereinafter the “Effective Date”), by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Dundee**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "TOWN").

BACKGROUND

- A. The TOWN desires to engage the COUNCIL to provide professional planning services to maintain the Future Land Use Map and the Official Zoning Map as well as special GIS Map requests; as detailed in Attachment A, I - the Scope of Work, and is a part of this Agreement.
- B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The TOWN engages the COUNCIL to assist and provide professional municipal planning services to the TOWN in fulfilling the requirements of Chapter 163, Florida Statutes, and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional municipal planning services required under this Agreement with the TOWN.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

All fees and payments for professional services which are not provided for by **Attachment A - Scope of Work**, if required, shall be negotiated by separate written instrument. This is a fixed fee agreement. The fixed fee for GIS mapping services listed

in Attachment A, is **\$15,000 (fifteen thousand dollars)**. As consideration for performance of the professional services rendered under this Agreement, the TOWN agrees to pay a fixed fee for the maintenance of GIS maps and special map requests of **\$15,000 (fifteen thousand dollars)** to be paid in two (2) payments, beginning with the first payment due on the Effective Date and a final payment due July 1, 2024. Payment(s) shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the TOWN. Payments will be due as follows:

Upon Execution of Agreement	\$7,500
July 1, 2024	\$7,500

IV. PERIOD OF AGREEMENT

The municipal planning services and/or professional services of the COUNCIL shall commence on the Effective Date of this agreement.

V. NOTICES

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

1. If to the TOWN: Town of Dundee
Attention: Tandra Davis, Town Manager
P.O. Box 100
Dundee, FL 33838

With a copy to: *(shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
Bartow, FL 33831-0030
2. If to the COUNCIL: Central Florida Regional Planning Council
Jennifer Codo-Salisbury, Executive Director
555 E. Church Street
Bartow, Florida 33830

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

VI. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the TOWN and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the TOWN and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VII. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, by overnight courier or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VIII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it shall comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

IX. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

X. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the TOWN shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

XI. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the TOWN.

XII. ASSIGNMENT

This Agreement shall not be assignable.

XIII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. PUBLIC RECORDS

TOWN and COUNCIL agree that COUNCIL shall comply with Chapter 119, Florida Statutes (2023), as may be amended, to specifically include:

Public Records. The COUNCIL covenants and agrees to:

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

TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT (863) 438-8330, EXT. 238, Tdouthat@townofdundee.com, 202 E. MAIN STREET, DUNDEE, FLORIDA 33838.

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

XV. MISCELLANEOUS.

(a) **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

(b) **Applicable Law,** Jurisdiction, and Venue. This Agreement and the rights and obligations of the Town and Council shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

(c) **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

(d) **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

(e) **No Waiver of Sovereign Immunity.** Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

(f) **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

XVI. DUTY TO COOPERATE IN GOOD FAITH.

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

IN WITNESS WHEREOF, the TOWN and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

TOWN OF DUNDEE

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Jennifer Codo-Salisbury,
Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

Town Attorney

Council Attorney

**Attachment A
Town Dundee
SCOPE OF WORK FOR FY 2023-2024**

ROUTINE MAPPING (ON GIS BASE MAP)

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.
- C. The COUNCIL shall prepare Quarterly updates of the Future Land Use and Zoning Maps.
- D. The COUNCIL shall prepare any Future Land Use, Zoning or development related maps upon request.

SPECIAL MAPPING (ON GIS BASE MAP)

The COUNCIL shall provide Specialized Mapping upon request of the TOWN.

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

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

FACTUAL RECITALS

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

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

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

2.2.1 Services Related to Utility Systems:

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

2.2.2 Services Related to Transportation System:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

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

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

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

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

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

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

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

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

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item B.

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

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

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

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

Item 1. General Consulting Services

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

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

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

Item 2. Studies and Reports

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

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

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

Item 3. Preliminary Design Plans

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

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

Item 4. Final Design Phase

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

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

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

Item 5. Bidding or Negotiating Phase

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

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

Item 6. Construction Phase

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

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

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

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

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

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

Item B.

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

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

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

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

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

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

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

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

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

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

Item B.

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. COMPENSATION

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

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

Item B.

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

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

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

Item 3. Termination

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

Item 4. Final Payment

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

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

Item B.

Item 4. Construction Phase Services

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

ARTICLE XI. AUDIT RIGHTS

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

ARTICLE XII. ASSIGNMENT

Item B.

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

ARTICLE XIII. SPECIAL PROJECTS

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

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

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

Item B.

Item 3. Limitation on Indemnity

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

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

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

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

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

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

1.2 NO DAMAGES FOR DELAY BY TOWN

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

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

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

Item 2. INSURANCE

2.1 Insurance in General

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

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

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

(c) other evidence satisfactory to the TOWN.

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

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers' Compensation/Employers' Liability

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

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

2.2.2 Commercial General Liability Insurance

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

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

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

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

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

2.2.3 Automobile Liability Insurance

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

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

2.2.4 Professional Liability

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

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

\$ 1,000,000 Each Claim

\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

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

2.4 TOWN's Right to Inspect Policies

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

2.5 Miscellaneous

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

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

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

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

ARTICLE XVI. CONFIDENTIALITY

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

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

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

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

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By Town

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

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item B.

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

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

Item 3. Payment upon Termination

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

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

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

Item B.

Item 2. State Law Compliance.

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

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

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

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

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

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

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

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

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

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT:	[_____]	ATTN: Legal Department Dewberry 8401 Arlington Blvd Fairfax, VA 22031 Notices@dewberry.com
TOWN:	Trevor Douthat, Town Clerk Town of Dundee Attn: RFP 23-01 202 East Main Street PO BOX 1000 Dundee, FL 3383	

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

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

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN's Agent

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

Item 6. CONSULTANT's Project Team

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

Item B.

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

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

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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

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

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

[Remainder of page intentionally left blank]

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

Consultant:

Colleen M. Collins - 11-2024
 Witness Colleen M. Collins

Robert R. Beltran VP
 By: Robert R. Beltran, PE, VP
 Dewberry Engineers, Managing Member

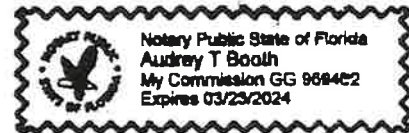
Aziza Baan
 Witness Aziza Baan

1-11-2024
 Date

STATE OF FLORIDA
 COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 11th day of January, 2024, by Robert R. Beltran PE, VP, on its as behalf who is personally known to me or who has produced as identification.

Audrey T Booth
 Notary Public, State of Florida
 Printed Name: Audrey T. Booth
 My commission expires: _____



Town of Dundee:

Item B.

TOWN OF DUNDEE

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

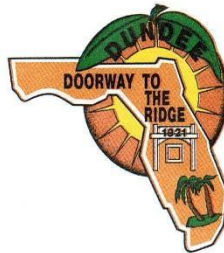
Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item B.

THE TOWN OF DUNDEE, FLORIDA

Town of Dundee



REQUEST FOR QUALIFICATIONS
RFQ 23-01

Continuing Professional Consulting Services Contracts

Responses are due by
Wednesday, September 13, 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, Town Clerk
Town of Dundee
TDouthat@TownofDundee.com
(863) 438-8330

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SAMPLE AGREEMENT (Addendum to RFQ)

LEGAL ADVERTISEMENT

**REQUEST FOR QUALIFICATIONS
RFQ-23-01**

Sealed proposals will be received by the Town of Dundee until **4:00 P.M., Wednesday, September 13, 2023**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Consulting Services Contracts”

Copies of the RFQ are available at the following website:

www.townofdundee.com/purchasing-procurement

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at 2:00 P.M., Wednesday, August 23, 2023, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 23-01, Specifications, and any other documents prepared for this submittal.

The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, 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 above.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
Town Clerk

Advertise: August 16, 2023

Town of Dundee
REQUEST FOR QUALIFICATIONS
 RFQ-23-01

Sealed responses marked **“Continuing Professional Consulting Services Contracts”**, with the attached label, will be received by the Town of Dundee until **4:00 P.M., Wednesday, September 13, 2023**, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Consulting Services Contracts”

At that time, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 2:00 P.M., Wednesday, August 23, 2023, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

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 agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions may be submitted to the Town Clerk until 4:00 pm on Wednesday, August 30, 2023. For more information regarding this RFQ 23-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by email at tdouthat@townofdundee.com.

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

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, 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 above.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this RFQ. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,
 TOWN OF DUNDEE

Trevor Douthat
 Town Clerk

1.0 INTRODUCTION

Item B.

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town reserves the right to determine, at its sole discretion, whether the statement of qualifications (SOQs) satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	August 16, 2023
Non-Mandatory Pre-submittal Conference	August 23, 2023 2:00 P.M.
Deadline to Submit- Request for Additional Information	August 30, 2023 4:00 P.M.
Proposals Due	September 13, 2023 4:00P.M.
Evaluation Committee Meeting	September 27, 2023 2:00 P.M.
Town Commission Award – Tentative	October 10, 2023 6:30 P.M.

1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar

services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

Item B.

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town of Dundee and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the necessary services.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of specific written task order signed by the firm, and executed and issued by the Town.
 - 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates and establish the amount and method of payment.
 - 1.5.5.2 The task order will be issued under and incorporate the terms of the Agreement.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

2.0 SCOPE OF SERVICES

2.1 OVERVIEW: The Town is seeking interest and statement of qualifications in response to the RFQ from both large multidiscipline firms and also smaller consulting firms.

- 2.1.1. It is anticipated the Town will enter into agreements with **three (3) or more** Large Firms for the scope of services as described herein. Work will be assigned on an as needed basis.
- 2.1.2 The Town will also enter into agreements with **one (1) or more** Small Firms specializing in each field as described herein. Work will be assigned on an as-needed basis.
- 2.1.3 For the purposes of this solicitation, Small Firms are defined as those properly licensed firms having less than 15 employees in the entire company, inclusive of all office locations. Large Firms are defined as those properly licensed firms having 15 or more employees in the entire company, inclusive of all office locations.

2.2 TYPES OF SERVICES: The services listed below are the minimum requirements. The work task orders may include services that will assist in the completion of the assigned Town projects in accordance with the Agreement.

2.2.1 Services Related to Utility Systems:

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

- Surveying for Water Treatment Plant (WTP) Projects
- GeoDesign and Green Infrastructure Systems

Item B.

2.2.2 Services Related to Transportation Systems:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

2.3 GENERAL SCOPE OF SERVICES FOR LARGE FIRMS: It is the Town's intent that Large Firms provide a full complement of general consulting services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in the RFQ process. The Large Firm is expected to perform complex or large tasks requiring specific expertise and staff availability.

- 2.3.1 General engineering/consulting services, including but not limited to civil, electrical, mechanical and structural engineering;
- 2.3.2 General architectural services, includes landscaping;
- 2.3.3 Development of capital projects for infrastructure, parks and recreation, the Community Redevelopment Agency and other Town departments as required;
- 2.3.4 Peer review of capital project plans and specifications;
- 2.3.5 Threshold or special inspections services;

2.3.6 Construction engineering and inspection (CEI) services;

2.3.7 Urban & transportation planning;

Item B.

2.4 GENERAL SCOPE OF SERVICES FOR SMALL FIRMS: The Agreement for Small Firms consists of providing general consulting services to the Town and shall include, but not be limited to, services listed under 2.2 (above).

2.5 MINIMUM REQUIRED SERVICES: The services listed below are minimum requirements. The work task order may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.

2.6 DETAILED SCOPE OF SERVICES: A more detailed scope of services for both Large and Small Firms to be performed may include, but shall not be limited to, the following:

2.6.1 STUDY, PLANNING, INVESTIGATION, AND REPORT PREPARATION

SERVICES. The consultant(s) shall perform the following tasks:

- Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
- Preparation of feasibility studies, cash flow and economic evaluations, rate schedules.
- Boundary, topographic, engineering, and other specific purpose surveys.
- Preparation and/or review of legal descriptions and easement documents.
- Consulting and/or witness services in litigation or administrative proceedings.
- Development of design guidelines and standard specifications.
- Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models for water, wastewater, reclaimed water and stormwater.
- Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
- Preparation and/or review of water, wastewater, and stormwater system operating permit applications through the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and other Federal, State, and local agencies.
- Evaluation of natural resources, water quality and hydrologic systems.

2.6.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:

- Design of infrastructure systems for potable water, wastewater, stormwater, and reclaimed water.
- Design of other projects, including roadways, pedestrian enhancements, traffic management, lighting, environmental restoration, parks and buildings.
- Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.

- Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules. Item B.
- Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and Town Commission.
- Prepare construction specifications and special provisions and bid documents.
- Conduct or attend all pre-bid conferences.
- Evaluation of bids and recommendations of award for contracts.
- Review and make recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.
- Provide subject matter expertise.

2.6.3 CONSTRUCTION SERVICES. The consultant shall assist Town staff in the construction administration of and/or for projects on an as-needed basis that shall include the following tasks:

- Conduct or attend all pre-construction conferences.
- Coordinate with Town staff to administer contracts.
- Assist with review and approval of shop drawings and submittals.
- Assist with preparation or review of change orders.
- Assist with review of pay applications.
- Assist with site inspections during construction.
- Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
- Determination of suitability of materials and equipment provided by contractors.
- Certification of final construction as to acceptability.
- Preparation of as-built drawings.

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered. Submittals shall not contain information in excess of that requested, should be concise and should specifically address the issues of this RFQ.

- 3.1 ECONOMY OF PREPARATION: Submit one (1) unbound, single sided original, one electronic copy on disc or flash drive and eight (8) copies, including a cover letter, requested documents and information. Be sure to clearly specify which "Firm Size and discipline under section 2.3 or 2.4 the firm is qualifying for. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications and should not exceed 40 pages in length (excluding resumes). The page count criteria are listed in Section 3.2 of this RFQ.
- 3.2 FORMAT OF RESPONSE: **To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two pages). Large Firms will be

allowed 10 pages for resumes and those pages will not be counted toward the 40-page limit. The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

Item B.

- 3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:
- Large Firm Services - Multi-discipline Firm
 - Small Firm Services - General civil engineering/consulting services
- 3.2.2 **COVER LETTER:** The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:
- A brief statement of the Proposer's understanding of the required services.
 - A positive commitment to perform the services on a consistent and timely basis.
 - Names and contact information for the person(s) authorized to represent the Proposer.
- 3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.
- 3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:
- Name and corporate headquarters address of Proposer;
 - Name and location of regional/local office which will be the Town's designated primary office;
 - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
 - The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.
- 3.2.5 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed scope of services included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.
- 3.2.6 **SIMILAR PROJECT EXPERIENCE.** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.
- 3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES.** Proposers must submit an outline of the firm's approach in the planning, design, permitting, and other key elements of a typical project.
- 3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads and resource allocations and the effect of the

workloads and resource allocations on the ability to meet the requirements of this agreement. Provide total number of staff available within 100 miles of Town. Provide total number of staff available within Firm.

Item B.

3.2.8 TEAM MEMBERS. Identify the Team members and provide resumes, (limited to one page per employee), of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm's key members who would complete the required tasks. Identify the proposed Project Manager who the Town will have primary contact for all work associated with this RFQ.

3.2.8.1 For each member, provide their:

- Title
- Area of Specialty
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
- Total years of experience
- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.

3.2.9 LICENSURE: Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 REFERENCES. Please list a minimum of three (3) business references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.10.1 REFERENCES: The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its**

sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.

Item B.

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN

/ VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2022). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 PRIMARY OFFICE LOCATION: Identify the location of the primary office that will perform the majority of the work on this contract. It is the Town's expectation that the project manager assigned to the respective task order will be located at the consultant's office that provides for the greatest efficiency and responsiveness in completing the work. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 ADDITIONAL INFORMATION: Please provide any other information which you feel would help the Evaluation Committee evaluate your Statement of Qualification in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk
Email: tdouthat@townofdunde.com

3.4.2 The Town Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

3.4.3 Prohibition of Communication: To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau or employee during the submission process, except as in Section 20. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 Request for additional information: Any questions related to interpretation of scope of services or submission process shall be addressed to the Town Clerk, **in writing**, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the Statement of Qualifications (SOQ), will be answered.

Item B.

3.4.4.2 Any inquiries received after that time, will not be answered or given any consideration.

3.4.4.3 Oral answers will not be authoritative.

3.4.5 Addenda: The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

The Agreement will be posted by the Town as an addendum to this RFQ.

4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

4.1 **SEALED PROPOSALS:** All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

Submittal of the SOQs via e-mail is NOT acceptable.

4.2 **SUBMITTAL COPIES:** Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) complete paper copies of the Statement of Qualifications; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 **RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:**

Sealed SOQs shall be submitted to the Office of the Town Clerk no later than 4:00 P.M., September 13, 2023. Proposals shall not be accepted after this time and date. Each proposal shall be submitted in a sealed envelope, packet or box marked with the RFQ number, title of the RFQ, and RFQ opening date.

4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk
Town of Dundee
Attn: RFQ 23-01
202 East Main Street PO
BOX 1000
Dundee, FL 33838**

4.3.2 Submitted envelopes should be marked: "RFQ 23-01 Continuing Professional Consulting Services Contracts".

4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.

<p>SEALED RFQ#: 23-01</p> <p>RFQ TITLE: Professional Consulting Services</p> <p>DUE DATE/TIME: X/X/2023 4:00 PM – Eastern Time</p>
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- 4.4 **INCURRED EXPENSES:** The Town is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The Town reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

5.0 EVALUATION PROCESS

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals. Item B.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will first meet on September 27, 2023 at 202 East Main Street, Dundee, FL.
- 5.4 **SUBMITTAL RANKING:** The committee will select those submissions, in their sole determination, that best meet the Town's need based upon its evaluation of all proposals.
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
 - 5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.
 - 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The Town reserves the right to reject all proposals. In the event the Town does so, it shall provide in writing to all proposers the reasons for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The Town reserves the right to request at any time, that the proposer modify their proposal to meet the needs of the Town more fully. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

6.0 EVALUATION CRITERIA

- 6.1 **RFQ EVALUATION CRITERIA:** The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

Proposal meeting minimum requirements of RFQ (5 Points):

1. Provide a general description of the firm and/or team that is proposing to provide professional consulting services. Explain the legal organization of the proposed firm or team.
2. List the Florida professional (Engineer, Surveyor, Environmental, Hydrologic, Planning, Landscape Architect, etc.) and applicable licenses held by the firm/team. Provide the license number and explain if held by an individual or firm.

Organizational resources (10 points):

1. As part of the evaluation process, the Town has the responsibility of taking into account the size and complexity of the project/tasks and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project/task. Please describe your operational stability, corporate financial resources, and insurance limits. Item B.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

Experience and Qualifications (20 Points):

1. Identify comparable or similar projects in which the firm is submitting qualifications for each project identified, provide the following:
 - a. Description of project
 - b. Final cost of effort
 - c. Completion dates (if applicable)
 - d. Name of client
 - e. Experience with implementation, coordination and funding plans.
 - f. Reference information, per project (one current contact name and title with telephone number and e-mail address)

Understanding the project and approach to performing the required services (30 points):

1. Describe the approach, project management and organization that will provide support to the project. Describe systems used for planning, scheduling, estimating and managing progress. The firm/team's experience in qualifications submitting for should be included.
2. Outline of a pragmatic approach to achieving the Town's goals and objectives while minimizing disruption of Town activities and to the residents.
3. Briefly describe the firm's experience on quality control, dispute resolution, and stakeholder engagement.

Team member Qualifications & Organization (20 points):

1. Provide an organization chart showing key personnel. Including ability to coordinate with state and federal agencies on permitting and funding. Include a resume for each key person identified.

MOB/WOB/Disabled Veteran & Veteran Owned Business Utilization (5 points):

1. Provide the potential utilization of any MOB/WOB/Disabled Veteran or Veteran owned businesses. Include certifications and description of services.

Preformed site visit to at least one (1) Wastewater Treatment Facility (WWTF) and Water Treatment Facility (WTF) within the past 2 years (5 points).

Intent/capacity to affect the local economy through the use of local labor, vendors, sub-contractors and resources (5 points):

1. Describe your firm's approach to maximize utilization of local resources, to include as a minimum local suppliers, equipment providers, subcontractors, and consultants. Identify the location of firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent (%) of work expected to be done locally.
2. Any of the firm's offices can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the home office of key staff on this project and where actual work will be performed.

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SUBMITTAL EVALUATION & SCORING

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

Firm Name: _____

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting Minimum Requirements of RFQ	5 points 0-5	
Organizational Resources	10 points 0-10	
Experience and Qualifications	20 points 0-20	
Work Approach & Availability of Resources	30 points 0-30	
Team Member Qualifications & Organization	20 points 0-20	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
Preformed recent site visit to at least one (1) treatment facility within the past 2 years (5 points)	5 points 0-5	
Intent/Capacity to affect the local economy through the use of local labor, vendors subcontractors and resources	5 points 0-5	
TOTAL WEIGHTED RATING:	100	

Evaluator: _____

The Town Clerk, or designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

7.0 CONDITIONS OF PROPOSALS

- 7.1 **LATE PROPOSALS:** Proposals received by the Town after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 **COMPLETENESS:** All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.
- 7.3 **PROPOSER'S CERTIFICATION FORM**
- 7.3.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 **DRUG-FREE WORKPLACE CERTIFICATION FORM:** By submitting the Drug Free Workplace Form as part of this RFQ, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 **PROPOSER'S WARRANTY:** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this RFQ.
- 7.6 **PUBLIC OPENING:** All proposals will be publicly opened and the list of proposers read aloud at the Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 **PROPERTY OF THE TOWN:** All proposals received from proposers in response to this RFQ will become the property of the Town of Dundee and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 **AWARD PRESENTATION:** The Town will provide the staff recommendation to the Town Commission, at a duly notice public meeting, Tuesday, October 10, 2023 , to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

8.0 TERMS AND CONDITIONS OF CONTRACT

8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) Proposers shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined by **8.2**), 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. Proposers, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in the site visit.
- b) These Terms and Conditions and any Contract Documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- c) Notwithstanding anything in this Request for Qualifications (the "RFQ") 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 of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

Town and Consultant/Contractor (defined by **8.2**) agree that Consultant/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.

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- iv) Upon completion of the Contract (as defined in 8.2), 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.

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.

- e) 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.
- f) 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.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposer'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 RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) Proposers 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. Proposers shall also obtain all permits required for this project.
- i) The Town shall be entitled to rely on the written representations of the proposer. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- j) Unless detailed elsewhere in the Contract Documents, proof of insurance naming the Town as an additional insured shall be required of the successful proposer (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).

8.2 DEFINITIONS:

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Words used in the RFQ 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) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or render the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **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 designee, or the Town Clerk in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/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. Procurement is to 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 Clerk.
- d) **TOWN:** The Town of Dundee, Florida or its authorized representative.
- e) **CONTRACT:** The Agreement executed by the Town and the Consultant/Contractor, and shall include all Contract Documents.
- f) **CONSULTANT/CONTRACTOR:** The successful bidder who enters into a Contract with the Town to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the Town, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- i) **INDEMNIFICATION:** As specified in the bid documents.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the Contract Documents.

- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to indemnity and shall control the indemnity as if set forth therein:

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- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
- ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town it will:
- 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
- ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Consultant/Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller 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.
- p) **WARRANTY:** The Consultant/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 Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/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 Consultant/Contractor that this provision exists.

8.3 INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Proposer 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 Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town web site.
- b) Notification will be emailed to vendors who are registered for the RFQ on the web site.

- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposers' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such Addenda, whether received or not.

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8.4 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 RFQ 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 RFQ 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:

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- i) Town RFQ 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.
- g) 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.
- h) The Town Manager shall present the background for the protest to the RFQ 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.
- i) 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.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.

- k) 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 of the rendering of the decision of the RFQ 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.**
- l) 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.

8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to an Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State 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.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.
- e) Proposal and a non-collusion affidavit should be submitted on forms furnished by the Town and completed by the Bidder without additions, modifications, deletions, and erasures. Proposals not submitted on attached bid form may be rejected. Proposals must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications/Request for Proposals, in an envelope bearing the name of the Proposer, the name of the bid and the time and date of the bid opening. It is the Proposer's responsibility to assure that its bid is delivered at the proper time and place of the proposal opening. Proposals which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Town of Dundee Town Clerk.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with preparation and submittal of its proposal.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

- a) The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's 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 bidders, 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.

8.8 STATEMENT OF BIDDER'S QUALIFICATIONS:

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

8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

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

List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba Item B. Contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the Town may terminate this Contract at the Town's option if the Contractor is found to have submitted a false certification.

- b. **Public Entity Crimes; Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, Contractor certifies that it is not on the convicted vendor list.
- c. **Drug-Free Workplace.** By executing the Contract, Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d. **E-Verify.** By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- e. **No Consideration of Social, Political, and Ideological Interests.** Contractor acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.
- f. **Contracting with Foreign Entities.** By executing the Contract, Contractor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Contractor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Contractor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Contractor organized under the laws of a Foreign Country of Concern, nor does the Contractor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Contractor to access the personal identifying information of any individual, Contractor agrees to notify the Town in advance of any contemplated transaction that would cause Contractor to be disqualified from such access under Section 287.138 of the Florida Statutes. Contractor agrees to furnish the Town with an affidavit signed by an officer or representative of the Contractor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

8.10 EQUAL EMPLOYMENT OPPORTUNITY:

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- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will 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.

8.11 *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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**
- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, 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.**

8.12 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 this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign

the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

Item B.

8.13 ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Consultant/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 Consultant/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 Consultant/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 Consultant/Contractor shall promptly furnish the Town with these reports.

8.14 ASSIGNMENT OR NOVATION:

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

8.15 PATENT INFRINGEMENT:

- a) The Consultant/Contractor shall protect and 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.

8.16 PROGRESS OF WORK:

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/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 Consultant/Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/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

Consultant/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.

Item B.

8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/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, Consultant/Contractor shall furnish Owner with:
- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) 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 (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/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) Workers' Compensation Insurance:

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

- | | | |
|----------------|-------------|-----------------------|
| (i) Part One: | "Statutory" | |
| (ii) Part Two: | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease-Policy Limit |
| | \$1,000,000 | Disease-Each Employee |

(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 which exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism
- (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(3) Automobile Liability Insurance:

- (a) 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 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees. Item B.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/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 Consultant/Contractor) available to the Owner under this Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.
- vii) Certificates of Insurance must be completed as follows:

1. Certificate Holder Town
of Dundee
202 East Main Street
PO BOX 1000
Dundee, FL 33838

2. Additional Insured for General Liability
Town of Dundee and its officials, officers and employees

8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article. Item B.

8.19 LIENS:

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

8.20 CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement 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.

9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 9.1 RFQ 23-01 SUBMITTAL COVER PAGE, Attachment A
- 9.2 ADDENDUM PAGE, Attachment B
- 9.3 LOBBYING CERTIFICATION FORM, Attachment C
- 9.4 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER, Attachment D
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, Attachment E
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, Attachment F

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

9.1 ATTACHMENT A

RFQ-23-01 Submittal Cover Page (this does not count as part of the maximum page limit)

Date

Item B.

of Company

Signature

Printed Name

Title/Position

Address

Physical

Town

State

Zip

Email

address

Telephone

Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Key Team members and addresses of principal office:

9.2 ATTACHMENT B

ADDENDUM PAGE (RFQ 23-01)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (Give number and date of each):

Addendum No. Dated:

Addendum No. _____
 Addendum No. _____
 Addendum No. _____
 Addendum No. _____

Dated: _____
 Dated: _____
 Dated: _____
 Dated: _____

Item B.

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS:

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

9.3 ATTACHMENT C

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Item B.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Proposer's Authorized
Official
Name and Title of Proposer's Authorized Official Date

9.4 ATTACHMENT D

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
Name

(1) He is _____ of _____, the
Title Company Bidder that has submitted the
attached bid;

(2) He 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 Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this 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

Item B.

- (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 Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

Signature

Notary Name

My commission expires _____

9.5 ATTACHMENT E

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF DUNDEE 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) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF DUNDEE 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 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

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this _____ day of

_____, 20____, by _____ who has produced (Print
or Type Name)

Item B.

_____ as identification.
(Type of Identification and Number)

Public Signature Notary

Name of Notary Public Printed

Notary Commission Number/Expiration

9.6 Attachment F

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), 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 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.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

TOWN STATE ZIP

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

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

FACTUAL RECITALS

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

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

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

2.2.1 Services Related to Utility Systems:

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

2.2.2 Services Related to Transportation System:

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

2.2.3 Services Related to Solid Waste:

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

2.2.4 Services Related to Parks and Recreation:

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

2.2.5 Services Related to General Consulting Services:

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

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

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

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

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

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

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

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

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

Item B.

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

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

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

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

Item 1. General Consulting Services

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

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

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

Item 2. Studies and Reports

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

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

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

Item 3. Preliminary Design Plans

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

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

Item 4. Final Design Phase

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

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

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

Item 5. Bidding or Negotiating Phase

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

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

Item 6. Construction Phase

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

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

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

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

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

Item B.

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

Item B.

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

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

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

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

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

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

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

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

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

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

Item B.

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. COMPENSATION

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

ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

Item B.

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

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

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

Item 3. Termination

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

Item 4. Final Payment

Item B.

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

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

Item B.

Item 4. Construction Phase Services

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

ARTICLE XI. AUDIT RIGHTS

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

ARTICLE XII. ASSIGNMENT

Item B.

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

ARTICLE XIII. SPECIAL PROJECTS

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

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

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

Item B.

Item 3. Limitation on Indemnity

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

ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. Indemnification and Repair of Damage

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

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

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

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

1.2 NO DAMAGES FOR DELAY BY TOWN

Item B.

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

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

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

Item 2. INSURANCE

2.1 Insurance in General

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

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

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

(c) other evidence satisfactory to the TOWN.

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

2.2 Types of Insurance and Limits of Liability

Item B.

2.2.1 Workers' Compensation/Employers' Liability

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

Part One: "Statutory"

Part Two: \$500,000 Each Accident

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

2.2.2 Commercial General Liability Insurance

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

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

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

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

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

2.2.3 Automobile Liability Insurance

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

\$1,000,000

Each Occurrence – Bodily Injury and Property Damage Combined

2.2.4 Professional Liability

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

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

\$ 1,000,000 Each Claim

\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

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

2.4 TOWN's Right to Inspect Policies

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

2.5 Miscellaneous

Item B.

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

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

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

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

ARTICLE XVI. CONFIDENTIALITY

Item B.

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

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

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

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

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By Town

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

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item B.

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

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

Item 3. Payment upon Termination

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

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

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

Item B.

Item 2. State Law Compliance.

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

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

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

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

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

Item B.

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

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

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

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

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT: [_____]

TOWN:

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

With a copy to:

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

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

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN’s Agent

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

Item 6. CONSULTANT’s Project Team

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

Item B.

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

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

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

Item B.

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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

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

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

[Remainder of page intentionally left blank]

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

Item B.

Consultant:

[_____]

By: _____
_____, *Managing Member*

Witness

Witness

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE

Item B.

By: _____
Sam Pennant, Town Mayor

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney



Attachment A-2

Phase/Task	Task Description	Prof VIII	Eng VI	Eng VII	Eng V	Dewberry Staff		Cadd Tech II	GIS IV	Admin II	Total Hours By Task	Total	Survey	Electrical/I&C	Lab Fees	Total Subs	Total	Direct Costs	Grand Total
						Eng II	Eng III										Dewberry & Subs By Task		
		\$ 307.40	\$ 246.63	\$ 284.20	\$ 225.00	\$ 145.00	\$ 159.50	\$ 101.50	\$ 130.50	\$ 87.00									
Phase 100	Project Management	8	24	0	0	0	0	0	12	16	60	\$ 11,336.32	\$ -	\$ -	\$ -	\$ -	\$ 11,336.32	\$ -	\$ 11,336.32
Task 101	Project Management	0	12	0	0	0	0	0	0	12	24	\$ 4,003.56		\$ -		\$ -	\$ 4,003.56	\$ -	
Task 102	Meetings	8	12	0	0	0	0	0	12	4	36	\$ 7,332.76		\$ -		\$ -	\$ 7,332.76	\$ -	
Phase 200	Support Services	0	10	0	14	40	8	0	8	0	80	\$ 13,736.30	\$ 15,255.00	\$ -	\$ 5,005.00	\$ 20,260.00	\$ 33,996.30	\$ -	\$ 33,996.30
Task 201	Land Surveying and Subsurface Utility Services	0	2	0	0	0	4	0	4	0	10	\$ 1,653.26	\$ 10,715.00	\$ -	\$ -	\$ 10,715.00	\$ 12,368.26	\$ -	
Task 202	SUE Investigation	0	0	0	0	0	4	0	4	0	8	\$ 1,160.00	\$ 4,540.00	\$ -	\$ -	\$ 4,540.00	\$ 5,700.00	\$ -	
Task 203	Water Quality Sampling and Testing	0	8	0	14	40	0	0	0	0	62	\$ 10,923.04	\$ -	\$ -	\$ 5,005.00	\$ 5,005.00	\$ 15,928.04		
Phase 300	Preliminary Design	6	60	16	81	36	42	144	120	8	513	\$ 82,305.40	\$ -	\$ 21,516.00		\$ 21,516.00	\$ 103,821.40	\$ -	\$ 103,821.40
Task 301	Data Collection / Site Visits	0	8	0	8	8	2	16	0	8	50	\$ 7,572.04				\$ -	\$ 7,572.04	\$ -	
Task 302	Blending Analysis Technical Memorandum	2	12	0	53	8	0	8	0	0	83	\$ 17,471.36		\$ -		\$ -	\$ 17,471.36		
Task 303	Preliminary Design Report	4	40	16	20	20	40	120	120	0	380	\$ 57,262.00		\$ 21,516.00		\$ 21,516.00	\$ 78,778.00		
Phase 400	Final Design (No Services Anticipated in this Scope)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Phase 500	Permitting Services	0	8	0	0	0	12	6	24	0	50	\$ 7,628.04	\$ -	\$ -		\$ -	\$ 7,628.04	\$ -	\$ 7,628.04
Task 501	Pre-Application Meetings	0	8	0	0	0	12	6	24	0	50	\$ 7,628.04				\$ -	\$ 7,628.04	\$ -	
Totals		14	102	16	95	76	62	150	164	24	703	\$ 115,006.06	\$ 15,255.00	\$ 21,516.00	\$ 5,005.00	\$ 41,776.00	\$ 156,782.06	\$ -	\$ 156,782.06
Contingency																			\$ -
Grand Total																			\$ 156,782.06

Scope of Services

Dundee Alternative Water Supply (AWS) Receiving Facility (Part I) At Hickory Walk

Pursuant to this Agreement, the Town of Dundee has requested that the Consultant provide certain professional services in support of an AWS Receiving Facility (Project) as further detailed in this Scope of Services.

A. Project Background and Description

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant AWS projects for the participating member communities. The Town of Dundee (Dundee) is recognized as a participant of the PRWC Second Amended and Restated Implementation Agreement for the Southeast Wellfield Project. The Hickory Walk Water Treatment Plant (WTP) is one of the locations that AWS will be delivered to via a transmission pipeline that is scheduled to be online by 2027. The infrastructure being constructed by the PRWC requires the members to plan, design and construct facilities by 2027 to receive the water as a base load, adjust the water quality as needed, and provide that water to their customers. Dundee has received funding through the Heartland Alliance funding requests for planning thru construction of the facilities necessary. Dundee has requested Dewberry Engineers Inc. (Consultant) provide the required engineering services in support of the Project.

Upon authorization to proceed from Dundee, the Consultant will provide the following identified services. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for Dundee will be consistent with the Dundee's standards. This authorization shall be in full force and effect until the Consultant completes all services as described in this authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with Dundee and Consultant's subconsultants.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one kickoff meeting with Dundee. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

The Consultant will attend the following additional meetings with Dundee. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting.

- Review of Water Quality and Blending Analysis Technical Memorandums (1 review meeting for technical memorandums)
- 30% preliminary design report review

Phase 200 – Support Services

Task 201 – Land Survey Services

We will perform a Topographic Survey of the site in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code. We will collect spot elevations at fifty (50) foot intervals within the site and at all grade breaks therein. Utilities will be located by above ground evidence and as detailed at manhole and structure locations within the limits of survey. Manhole and structure details will include top elevation, inverts, sizes, material and direction when accessible. We will provide final drawings that reflect one (1) foot contours. This survey will be prepared in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code. two (2) certified copies and electronic file in PDF and AutoCAD formats.

Task 202 – Subsurface Utility Investigation Engineering Services (SUE)

Dewberry will perform Subsurface Utility Engineering (SUE) investigation within the limits of the project using the methods and procedures outlined below for up to seven (7) test holes.

Per Florida Statutes, we will place a Sunshine One Call request to have the subsurface utilities marked on the ground by the subsurface utility owner or their representatives. During the call we will provide the project limits and other important information necessary for the response to this call. We will also coordinate with the utility representatives, in the field, to clarify the project limits and our scope of work.

Once this has been accomplished, and in compliance with the two (2) business day waiting period, we will begin our SUE activity.

We will then verify the subsurface utility markings made by the utility company representatives using the American Society of Civil Engineers (ASCE) “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”.

SUE Quality Level “B”

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Through the use of electronic radio wave measuring devices, we will verify and expand on the markings made as a result of the Sunshine One Call made for this project. This investigative tool is applicable to conductive, “toneable” subsurface utilities only. We are unable to designate subsurface utilities such as Polyvinylchloride (PVC) pipe. We will attempt to identify non-conductive subsurface utilities through direct non-invasive subsurface utility vacuum excavation. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6.

SUE Quality Level “A”

Precise horizontal and vertical location of subsurface utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at the specific point at which the test holes are made.

We will then attempt to obtain from the exposed utility the size, type and measurement down to the subsurface utility. Minimally intrusive soft vacuum excavation equipment will be used to reduce the potential for subsurface utility damage. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6.

Task 203 – Water Quality Sampling

Dewberry will host a kickoff conference call with Dundee to review project goals and objectives, schedule, sampling program, and information request.

Dewberry will collect water samples from the Hickory Walk WTP, once a week, for four consecutive weeks. The water samples will be tested by a National Environmental Laboratory Accreditation Program (NELAP) certified lab, retained by Dewberry, for analysis and reporting. The parameters for analysis and test method are provided in the following list. These parameters will be modified if the data collection indicates that the water quality data already exists in Dundee's records.

- Chloride EPA 300.0
- Fluoride EPA 300.0
- Sulfate EPA 300.0
- Sodium,EPA 200.7,ICP,Drinking Water
- Iron,EPA 200.7,ICP,Drinking Water
- Iron,EPA 200.7,ICP,Dissolved
- Manganese,EPA 200.8,ICPMS,Drinking Water
- COLOR,2120C,WA
- .PH,SM4500H+B,Drinking Water
- Total Dissolved Solids,SM2540C,WA
- Alkalinity,2320B,Aqueous
- Ammonia,350.1,Aqueous
- Calcium,EPA 200.7,ICP,Drinking Water
- TOC,5310B ,Aqueous
- Hardness, Total (SM 2340B)
- Magnesium,EPA 200.7,ICP,Drinking Water
- Arsenic,EPA 200.8,ICPMS,Drinking Water
- NO3,NO2 4500NO3F,Aqueous
- Total Inorganic Carbon
- Total Sulfide (field test)

Phase 300 – Preliminary Design

Task 301 – Data Collection / Site Visits

The Consultant shall review the collected historic data and readily available documentation related to the Hickory Walk WTP and distribution system. It is assumed Dundee will provide record drawings for the WTP, existing water quality data, WTP flow data. The Consultant will include one (1) site visit to the Hickory Walk WTP to confirm data.

Task 302 – Blending Analysis Technical Memorandum

After receiving the water quality results from Task 203, Dewberry will perform a blending analysis with the predicted SELFA WPF water quality. The projected water quality for the

SELFA WPF will be based on data provided in the Draft February 2023 Technical Memorandum 1 Water Quality and Compatibility Recommendations. The analysis will focus on the same corrosion control metrics reviewed in the Draft February 2023 report (Langelier Saturation Index, Larson Index, Ryznar Stability Index, Chloride-to-Sulfate Mass Ratio, Calcium Carbonate Precipitation Potential, Total Hardness, Alkalinity) only. The analysis will investigate up to six water quality blending ratios between the two water supplies.

The results of this analysis along with recommendations for water quality adjustments will be presented in a draft Technical Memorandum (TM). Dewberry will attend a Teams call with Dundee to review the water blending memorandum. The final TM will be provided to Dundee following the review call. The TM will be included in the Preliminary Design Report as an appendix.

Task 303 –Preliminary Design Report (PDR)

Upon completion of the TM's identified in Task 302, the Consultant will prepare a PDR for the Project. The PDR will summarize the findings and decisions of the TMs as well as provide the basis for permitting and identification of Project elements for final design and construction: The PDR will have the following chapters and sections:

- 1.0 Introduction
- 2.0 Permitting Requirements
- 3.0 Capacity analysis
- 4.0 Water Quality and Treatment Requirements
- 5.0 Design Criteria
 - 5.1 General
 - 5.2 Raw Water Wells and Well Pumps
 - 5.3 High Service Distribution Pump Station
 - 5.4 Ground Storage Reservoir
 - 5.5 Chemical Feed and Storage System
 - 5.6 Site Plan and Yard Piping
 - 5.7 Civil/Stormwater
 - 5.8 Structural
 - 5.9 Electrical
 - 5.10 Instrumentation and Controls
 - 5.11 Plumbing/HVAC – No restrooms
 - 5.12 Site Demolition and Abandonment
 - 5.13 Maintenance of Plant Operation
- 6.0 Schedule and Construction Sequence
- 7.0 Engineer's opinion of probable construction cost

Three (3) hard copies and one (1) electronic copy in Portable Document Format of the report shall be submitted to Dundee.

Phase 400 – Final Design Documents

No services under this task are included for Part 1.

Phase 500 – Permitting Services

Task 501 Pre-Application Meetings

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. It is anticipated for this scope of services that only pre-application meetings will be held to provide the necessary information for the development of the PDR. The Consultant will prepare an agenda and the necessary documents to convey the intent of the design and to have meaningful dialog to identify the permitting requirements. The following preapplication meetings are anticipated:

- Specific Permit to Construct Public Water System Components (Polk County Health Department / Department of Health)
- Environmental Resource Permit - stormwater, jurisdiction wetlands / waters of the State, sovereign submerged lands, etc. (Southwest Florida Water Management District)
- Sand Skink Incidental Take Permit (Fish and Wildlife Service) if required
- Gopher Tortoise Relocation Permit (Fish and Wildlife Service) if required

Phase 600 – Bid Phase Services

No services under this task are included for Part 1.

Phase 700 – Construction Administration Services

No services under this task are included for Part 1.

Phase 800 – Resident Project Representative Services

No services under this task are included for Part 1.

Deliverables

The Consultant shall prepare and submit to Dundee, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes
201-204	Support Services	Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
302	Basis of Design Report or Preliminary Design Report	Three (3) hard copies (one signed / sealed) and one (1) electronic copy

B. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from Dundee. An updated electronic version of the Project schedule in Microsoft Project will be provided to Dundee within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval.

C. Compensation

This Agreement establishes a not-to-exceed cost of \$156,782.06 for Part 1 Services. Compensation for the services performed under this Agreement shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in the Master Agreement. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase.

D. Dundee's Responsibilities

Dundee will provide the following information to the Consultant and / or perform the following services related to the Project:

- Project Manager and single point of contact
- Timely reviews of deliverables (2 weeks) with consolidated comments
- Access to existing potable water facilities

E. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Submissions for Development Review (To be part of Final Design scope if needed)

F. Assumptions

The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

- Dundee will provide record drawings for Hickory Walk WTP.
- Dundee will provide available data on anticipated future flows for Hickory Walk WTP.
- The site has no wetlands and requires minimal environmental review.
- No permitting fees are required as applications are not part of this scope of services.

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

X

Matt O'Connor PE, Senior Associate
Dewberry Engineers Inc

X

Tandra Davis, Town Manager
Town of Dundee

ATTEST:

X

Trevor Douthat, Town Clerk
Town of Dundee

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

THIS MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR PROFESSIONAL PLANNING AND VISIONING SERVICES (hereafter the “Agreement”) is made and entered into on this 17th day of May, 2024 (hereafter the “Effective Date”), by and between The Town of Dundee, Florida, a Florida municipal corporation (hereafter the “TOWN”), and GeoPlanning Solutions, LLC, an active Florida limited liability company, (hereafter the “CONSULTANT”).

FACTUAL RECITALS

WHEREAS, the TOWN as required by Florida Law advertised a Request for Qualifications 24-01 (“RFQ 24-01”) for the provision of architectural, engineering, planning, and various professional consulting services; and

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

WHEREAS, the TOWN has recognized a need for professional planning and visioning consulting services on both a continuing and special project basis with regard to RFQ 24-01, sections:

TYPES OF PROJECTS: The project areas listed below are the discipline areas for the services. The work TASK ORDER(S) may include services that will assist in the completion of the assigned TOWN projects in accordance with this *Agreement*, as follows:

General Scope of Services: (*services include obtaining necessary public participation*)

- Redevelopment Planning
- Regional Planning
- Neighborhood Planning
- Capital Facilities Planning
- Comprehensive Planning
- Concurrency Planning
- Downtown Revitalization
- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Systems Planning
- On-Call Planning Services
- Sub-Area/Special Project/Corridor Planning

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

Any other associated municipal functions within the TOWN's service area(s) as further described in the TOWN's Scope of Work set forth in RFQ 24-01 which Scope of Work is attached hereto as **Exhibit "A"**, and as may be specified in subsequent TASK ORDER Authorizations, hereinafter called the "TASK ORDER(S)"; and

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

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

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

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

WHEREAS, it is intended that funds, if available, will be provided in the TOWN's budgets as needed

to pay the costs of the planning and visioning professional consulting services; and

Item B.

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the exchange of which is both acknowledged and deemed sufficient by the parties as binding, and *subject always* to availability of funding as determined by the TOWN's annual appropriations process, the TOWN agrees to retain the CONSULTANT and the CONSULTANT agrees to perform the agreed upon consulting work, both for a continuing nature and special project basis, as described in RFQ 24-01, and upon the following terms and conditions:

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"Contract Documents" means the RFQ 24-01; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ 24-01; Change Orders issued after the Agreement is let;

and any other document incorporated by reference and/or annexed hereto.

Item B.

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

“Indemnification” means, to the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ 24-01, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement and in each Task Order issued hereunder.

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

- (1) The phrase *“liabilities, damages, losses, and costs”* shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase *“reasonable attorneys’ fees”* shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase *“negligence, recklessness, or intentionally wrongful conduct”* shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Consultant, any person or organization directly or indirectly employed by the Consultant, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this Agreement, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

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

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

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

ARTICLE II. DESCRIPTION OF PROJECT AND TERM OF AGREEMENT

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

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

ARTICLE III. BASIC SERVICES OF THE CONSULTANT

This Agreement provides the general terms, obligations and conditions which shall control all work identified and/or described in this Agreement and/or any TASK ORDER(S) issued hereunder. The CONSULTANT, when so authorized by the TOWN, agrees to provide and perform such professional planning and visioning consulting services as the TOWN may require, from time to time, including but not limited to, providing professional planning and visioning professional consulting consultation and advice as set forth in the Scope of Work for RFQ 24-01 which Scope of Work is attached hereto as **Exhibit “A”** and incorporated herein by reference.

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

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

Item 1. General Consulting Services

- 1.1 The TOWN shall, from time to time, in its sole and absolute discretion, authorize the CONSULTANT in writing to provide services by means of a TASK ORDER under the terms of this Agreement. A TASK ORDER shall, by mutual agreement of the parties hereto, set forth (1) the scope of services, (2) the time period(s) for performance, (3) method and amount of compensation, (4) the provisions of Articles I and II of this Agreement which are applicable, (5) the deliverables, if any (which are the items to be provided to the TOWN as a result of the services), and (6) the services, information, and data that can be provided by the TOWN to CONSULTANT.
- 1.2 The TOWN does not guarantee, warrant, or represent that any number and/or any particular type of services will be assigned to the CONSULTANT under the terms of this Agreement and/or under any TASK ORDER(S) issued hereunder. Furthermore, the purpose of this Agreement is not to

authorize a specific TASK ORDER, but to set forth certain duties, obligations, responsibilities that may be incorporated by reference into any TASK ORDER(S) that may be mutually agreed to by the parties. The TOWN shall have the sole discretion to select the service(s), if any, which may be assigned to the CONSULTANT. Item B.

- 1.3 All references to drawings shall mean both traditionally drafted as well as computer-based, and all submissions of drawings will include paper, mylar, and computer file versions as appropriate.
- 1.4 When so authorized and instructed by the TOWN, a representative of the CONSULTANT shall attend meetings of the TOWN to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the TOWN's requirements for a particular project within the scope of this Agreement.
- 1.5 The CONSULTANT shall provide minor reports and opinions of probable cost which do not contemplate the full professional services required under **ARTICLE III**, items 2 through 6, and which do not occupy a substantial amount of time of the CONSULTANT's representative delegated to serve the TOWN.
- 1.6 The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with TOWN officials.
- 1.7 The CONSULTANT shall provide services as required by fiscal and legal advisors to bond financing, except when these services are provided under **ARTICLE IV**, Items 2 through 7.
- 1.8 The CONSULTANT shall provide services as CONSULTANT or engineer as may be required under bond indentures, except when services are provided under **ARTICLE IV**, Items 2 through 7.

Item 2. Studies and Reports

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

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

Item 3. Preliminary Design Plans

Item B.

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

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

Item 4. Final Design Phase

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

- 4.1 On the basis of the preliminary design documents for a defined TASK ORDER(S), prepare and furnish the *Contract Documents*.
- 4.2 Advise the TOWN of additional services of others, if required, and arrange for, and furnish if authorized, all necessary additional tests, borings, soils investigations for the TASK ORDER(S). (The actual cost of said tests, borings, etc. shall be paid for by the TOWN).

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

Item 5. Bidding or Negotiating Phase

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

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

ARTICLE IV. RESPONSIBILITIES OF TOWN

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

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

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

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

supplied by TOWN.

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

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

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

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

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

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

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

ARTICLE V. AMERICANS WITH DISABILITIES ACT

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

ARTICLE VI. COMPENSATION

For the Services described in each TASK ORDER, TOWN agrees to pay, and CONSULTANT agrees to accept the total compensation in accordance with compensation terms included in the TASK ORDER. CONSULTANT may re-allocate compensation between tasks, provided total compensation is not exceeded without written approval (e-mail is sufficient) of TOWN Representative. For each defined service, or separately authorized TASK ORDER, a mutually acceptable fee shall be negotiated when the scope of such proposed authorization has been defined. In the event that a specific fee is not established, the hourly rate schedule contained in **Exhibit "B"** attached hereto shall control. The rate schedule shall be revised

annually and furnished to the TOWN prior to its effective date. The revised hourly rate schedule shall t
effect unless written notice is received from the TOWN Representative that the revised rates are not
accepted. Provided further that CONSULTANT agrees that the rates on its hourly rate schedule shall
not be increased above three percent (3%) of existing accepted rates per calendar year during the term of this
Agreement. Compensation shall be billed monthly in summary form. For other than lump-sum contracts,
the TOWN shall only be obligated to pay for those Services that the CONSULTANT can demonstrate
are reasonable, provable, and within the scope of services of any TASK ORDER(S).

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ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

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

Item 1. Travel and Subsistence

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

Item 2. Printing and Reproduction

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

Item 3. Services of Others

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

Item 4. Miscellaneous

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

ARTICLE VIII. PAYMENTS

Item 1. Payment for Authorized Services

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

Item 2. Payment Withheld

When the TOWN has reasonable ground for belief, or information to believe that: (1) the CONSULTANT will be unable to perform the Services set forth under this Agreement and/or any TASK ORDER(S) issued hereunder; or (2) a meritorious claim exists against the CONSULTANT or the TOWN arising out

of the CONSULTANT's negligence or the CONSULTANT's breach of any provision of this Agreement or any TASK ORDER(S) issued hereunder; then the TOWN may withhold payment otherwise due and payable to the CONSULTANT; provided, however, that the TOWN shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the TOWN for such period as it deems advisable, in its sole and absolute discretion, to protect the TOWN against any loss or deprivation that the TOWN may incur pursuant to this Subsection or as may be determined by a court of competent jurisdiction.

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

Item 3. Termination

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

Item 4. Final Payment

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

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

ARTICLE IX. SCHEDULE OF WORK

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

ARTICLE X. RESPONSIBILITY OF CONSULTANT

Item 1. Standard of Care Professional Services

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

Item 2. Reliance upon Information Provided by Others

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

Item 3. CONSULTANT's Opinion of Costs

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

ARTICLE XI. AUDIT RIGHTS

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

ARTICLE XII. ASSIGNMENT

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

ARTICLE XIII. SPECIAL PROJECTS

Periodically, the TOWN may require professional consulting services on special projects which are

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

ARTICLE XIV. CONSULTANT'S WORK PRODUCT

Item 1. Scope

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

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

Item 2. Electronic Copies

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

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

Item 3. Limitation on Indemnity

To the extent this Agreement calls for the TOWN to indemnify CONSULTANT, the TOWN does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the TOWN hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN and any indemnification

provision shall be limited in the same manner that would have applied if such obligations were based or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as amended from time to time, as between the TOWN and CONSULTANT.

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ARTICLE XV. INDEMNIFICATION AND INSURANCE

Item 1. CONSULTANT'S F.S. § 725.08 Indemnifications

1.1 CONSULTANT shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, damages – including but not limited to all fees and charges of attorneys, and other professionals, and all court or other dispute resolution costs, both trial and appellate – liabilities, expenditures, or causes of action of any kind, including negligent, reckless, or willful or intentional acts or omissions of CONSULTANT and any person or organization directly or indirectly employed by CONSULTANT to perform or furnish any work or anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities and expenses arising out of or from:

- (a) any act, omission or default of the CONSULTANT or its employees or agents, including negligent, reckless, willful or intentional acts or omissions;
- (b) any and all bodily injuries, sickness, disease or death;
- (c) injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this *Agreement*, any TASK ORDER(S) issued hereunder or any project, task or work performed thereunder; and
- (e) the violation of any federal, state, county or TOWN laws, by-laws, ordinances or regulations by CONSULTANT or its employees, or agents.

For purposes of compliance with Florida law, CONSULTANT acknowledges that the indemnifications given in this paragraph shall be deemed a part of the services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by §725.08, Florida Statutes (2023).

1.2 CONSULTANT'S F.S. § 725.06 Indemnifications

CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its elected officials, officers, agents and employees, from liability for damages to persons or property caused in whole or in part by any act, omission, or default of CONSULTANT, specifically including negligent, grossly negligent, intentional, willful and reckless acts, done, made or failed to be done or made in the performance of any services as may be described or provided in this *Agreement*, any services pursuant to any TASK ORDER(S) issued hereunder, or in the project or any work order which relates to, pertains to, or arises from this *Agreement*. CONSULTANT 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 actions of every name and description 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. For purposes of compliance with Florida law, **CONSULTANT acknowledges that the indemnifications in this provision shall be deemed a part of the project specifications and Contract Documents and are given pursuant to and to the maximum extent allowed by the provisions of §725.06, Florida Statutes (2023). Indemnification shall have a monetary limitation of no less than the sum of five million dollars and zero cents (\$5,000,000.00) per occurrence, which the parties declare to bear a reasonable commercial relationship to this Agreement.**

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1.3 Payment of Claims

In the event of any liabilities, damages, losses, costs, expenditures, fines or fees which fall within the indemnities set forth above in **Article XV**, paragraphs 1.1 and 1.2 of this *Agreement*, payment of any amount due pursuant thereto shall, after receipt of written notice by CONSULTANT from the TOWN that such amount is due, be made by CONSULTANT prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the TOWN'S payment.

1.4 Defense of TOWN; Attorneys' Fees, Costs and Expenses

CONSULTANT agrees, at its own expense, after receipt of written notice from the TOWN, to defend any action against the TOWN that falls within the scope of the indemnities set forth above in **Article XV**, paragraphs 1.1 and 1.2 of this *Agreement*. At its option, the TOWN may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONSULTANT. Additionally, if CONSULTANT, after receipt of written notice from the TOWN, fails to make any payment due hereunder to the TOWN, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the TOWN in securing any such payment from TOWN. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN'S favor.

1.5 Consideration for Indemnifications

CONSULTANT acknowledges that Five Hundred Dollars (\$500.00) of the amount paid to it under this *Agreement* is in consideration, for all contractual indemnifications given by it to the TOWN in **Article XV** and deems such sum to be adequate consideration.

Item 2. INSURANCE

2.1 Insurance in General

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

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

coverage;

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

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

2.2 Types of Insurance and Limits of Liability

2.2.1 Workers' Compensation/Employers' Liability

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

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

2.2.2 Commercial General Liability Insurance

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

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

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

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

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

2.2.3 Automobile Liability Insurance

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

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

2.2.4 Professional Liability

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

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

\$ 1,000,000 Each Claim

\$ 1,000,000 Annual Aggregate

2.3 Insurance Administration

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

2.4 TOWN's Right to Inspect Policies

The CONSULTANT shall, upon thirty (30) Business Days' written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement. Provided that

CONSULTANT shall be entitled to redact all confidential information on copies of all such policies of insurance that are delivered to the TOWN. It being the intent of the parties that the TOWN shall have copies of all policies in order to determine appropriate and relevant coverage, limits, deductibles, insurance exclusions and other information related thereto. Item B.

2.5 Miscellaneous

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

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

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

ARTICLE XVI. CONFIDENTIALITY

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

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

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

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

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

ARTICLE XVII. SUSPENSION AND/OR TERMINATION OF WORK

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

Item 1. By TOWN

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

Item 2. By CONSULTANT

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

ARTICLE XVIII. TERMINATION OF AGREEMENT

Item B.

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

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

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

ARTICLE XIX. ASSIGNMENT

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

ARTICLE XX. NO BENEFIT FOR THIRD PARTIES

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

ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 1. Compliance with Applicable Law.

The CONSULTANT shall comply with any and all applicable federal, state, and local rules, regulations, resolutions, ordinances and/or laws as they relate to the provisions of this Agreement and/or any TASK ORDER(s) issued hereunder; and CONSULTANT specifically acknowledges the

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

Item B.

Item 2. State Law Compliance.

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

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

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

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

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

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

ARTICLE XXII. FORCE MAJEURE

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

ARTICLE XXIII. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or

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

Item B.

ARTICLE XXIV. VENUE

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

ARTICLE XXV. ATTORNEYS' FEES

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

ARTICLE XXVI. NOTICES

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

CONSULTANT:	GeoPlanning Solutions Attn: Amee Bailey 920 Kristina Ct Auburndale, FL 33823 Phone: (352) 477-2633 Mobile: (863) 206-3439
TOWN:	Town of Dundee PO Box 1000 Attn: Tandra Davis Dundee, Florida Town Manager 33838 Phone: (863) 438-8330

With a copy to: *(which shall not constitute notice)*

Frederick J. Murphy, Jr., Esquire TOWN Attorney Boswell & Dunlap LLP	Post Office Drawer 30 245 South Central Avenue Bartow, Florida 33831-0030 Fax: (863) 533-7412
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Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

ARTICLE XXVII. MISCELLANEOUS PROVISIONS

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

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

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

Item 4. Waiver of Claim

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

Item 5. TOWN's Agent

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

Item 6. CONSULTANT's Project Team

Item B.

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

Item 7. Non-Exclusive Agreement

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

Item 8. Licenses

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

Item 9. Compliance With New Regulations

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

Item 10. License Fee and Royalties

The CONSULTANT agrees that any invention, design, process, product, devise, proprietary system, or proprietary process for which an approval (of any type) may be necessary, shall be paid for by the TOWN, but shall be secured by the CONSULTANT (or, at the CONSULTANT's direction, by the Contractor

during the CONSULTANT's construction phase services as may be memorialized in a TASK ORDER before the completion of any TASK ORDER.

Item B.

ARTICLE XXVIII. SUBORDINATION OF TASK ORDERS

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

ARTICLE XXIX. HEADINGS

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

ARTICLE XXX. GOVERNING LAW

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

ARTICLE XXXI. REMEDIES AND COSTS

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

ARTICLE XXXII. TIMELINESS

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

ARTICLE XXXIII. PUBLIC ENTITY CRIME

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

ARTICLE XXXIV. ENTIRETY OF AGREEMENT

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

ARTICLE XXXV. AUTHORIZATION

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

ARTICLE XXXVI. REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXXVII. GENDER NEUTRAL

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

ARTICLE XXXVIII. CONSTRUCTION

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

ARTICLE XXXIV. CALCULATION OF TIME

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

ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

ARTICLE XXXXI. INDEPENDENT CONTRACTOR

Item B.

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

ARTICLE XXXXII. EXHIBITS

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

ARTICLE XXXXIII. DUTY TO COOPERATE AND ACT IN GOOD FAITH

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

ARTICLE XXXXIV. PUBLIC RECORDS

Public Records. CONSULTANT agrees to:

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 238, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

Item B.

[Remainder of page intentionally left blank]

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

Consultant:

GeoPlanning Solutions, LLC

By: *Ameé Bailey*
Ameé Bailey, Managing Member

[Signature]
 Witness

Tammy L. Noyes
 Witness

5-15-24
 Date

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 2024, by Ameé Bailey as managing member on its behalf, who is personally known to me or who has produced _____ as identification.



Tammy L. Noyes
 Notary Public, State of Florida
 Printed Name: _____
 My commission expires: _____

TOWN:

TOWN OF DUNDEE

By: _____
Tandra Davis, Town Manager

ATTEST:

Trevor Douthat, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT A

Item B.

THE TOWN OF DUNDEE, FLORIDA

Town of Dundee



REQUEST FOR QUALIFICATIONS
RFQ 24-01

Continuing Professional Planning & Visioning Services Contracts

Responses are due by
Wednesday, May 1, 2024 at 4:00 pm

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFQ 24-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

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

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LEGAL ADVERTISEMENT

Item B.

**REQUEST FOR QUALIFICATIONS
RFQ-24-01**

Sealed proposals will be received by the Town of Dundee until **11:00 A.M., Wednesday, May 1, 2024**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Planning and Visioning Services Contracts”

Copies of the RFQ are available at the following website:

www.townofdundee.com/purchasing-procurement/

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at 11:00am, Wednesday, April 3, 2024, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 24-01, Specifications, and any other documents prepared for this submittal. The evaluation committee will meet at 1:00pm to open and review bids for completeness and at 11:00am on Wednesday, May 2, 2024 for review of qualifications. The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, 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 above.

Please Note: From time to time, the Town of Dundee may issue addenda to this solicitation. Any such addenda will be posted on the Town’s website, www.townofdundee.com/purchasing-procurement/, from which you obtained this solicitation. Before submitting your qualifications, you should check the Town’s website in order to download any addenda that may have been issued.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
Town Clerk

Advertise: Wednesday, March 27, 2024

Town of Dundee
REQUEST FOR QUALIFICATIONS
RFQ-24-01

Sealed responses marked **“Continuing Professional Planning and Visioning Services Contracts”**, with the attached label, will be received by the Town of Dundee until **4:00 P.M., Wednesday, May 1, 2024**, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

“Continuing Professional Planning and Visioning Services Contracts”

At 11:00 am on May 2, 2024, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 11:00 A.M., Wednesday, April 13, 2024, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

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 agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions may be submitted to the Town Clerk until 4:00 pm on Wednesday, April 10, 2024. For more information regarding this RFQ 24-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at tdouthat@townofdunde.com.

The Town of Dundee welcomes your response to this RFQ 24-01. The Town of Dundee reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFQ 24-01 at any time to protect its best interest. The desire of the Town of Dundee to pursue qualifications shall in no way obligate the Town of Dundee to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in the response to this RFQ 24-01. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, 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 above.

The responses shall be furnished in accordance with the RFQ 24-01, requirements, and any other documents prepared for this RFQ 24-01. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,

TOWN OF DUNDEE

Trevor Douthat
 Town Clerk

1.0 INTRODUCTION

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town of Dundee ("Town") reserves the right to determine, in its sole discretion, whether the statement of qualifications ("SOQs") satisfactorily meets the criteria established in this RFQ 24-01 ("RFQ"), and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based on the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	March 27, 2024
Non-Mandatory Pre-submittal Conference	April 3, 2024 11:00A
Deadline to Submit - Request for Additional Information	April 10, 2024 4:30P
Proposals Due	May 1, 2024 11:00A
Proposal Opening and Review(<i>Incomplete Proposals Not Considered</i>)	May 1, 2024 1:00P
Evaluation Committee Meeting (<i>Noticed Meeting</i>)	May 2, 2024 11:00A
Town Commission Award – Tentative	May 14, 2024

1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement, if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time-specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon the continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the services which are the subject of this RFQ.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of a specific written task order signed by the firm and executed and issued by the Town.
- 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates, and establish the amount and method of payment.
- 1.5.5.2 Each written Task Order shall be issued under and incorporate the terms of the Agreement. In the event of any conflict between a written Task Order and Agreement (as defined herein), the Agreement shall be the controlling document.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

2.0 SCOPE OF SERVICES

- 2.1 **OVERVIEW:** It is the intent of this Request for Qualifications 24-01 ("RFQ") to hire a consulting firm or consulting firms (hereinafter the "Consultants") to provide professional services for the Town of Dundee, Florida (hereinafter the "Town"), for **municipal planning and visioning**. The Town reserves the rights to choose multiple firms based on the criteria set forth in this RFQ.
- 2.2 **SERVICES:** It is the Town's intent that Consultants provide a full complement of general services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in this RFQ. The Consultants are expected to perform complex tasks requiring specific expertise.
- 2.3 **MINIMUM REQUIRED SERVICES:** The general planning and visioning services listed below are the minimum requirements. The written task order(s) may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.
- 2.3.1 **General Scope of Services:** *(services include obtaining necessary public participation)*
- Redevelopment Planning
 - Regional Planning
 - Neighborhood Planning
 - Capital Facilities Planning
 - Comprehensive Planning
 - Concurrency Planning
 - Downtown Revitalization

- Land Planning
- Mixed-Use Planning
- Transit Planning
- Transportation and Multi-Modal Planning
- Transportation Disadvantaged Planning
- Transportation Improvement Planning
- Historic Preservation Planning
- Municipal Planning and Planning Services
- Policy Planning
- ADA Compliance Planning
- Strategic Short and Long Range Planning
- Sub-Area/Special Project/Corridor Planning
- Systems Planning
- On-Call Planning Services

2.3.2 General Scope of Projects: *(projects include obtaining necessary public participation)*

- Project and Community Outreach and Communication
- Creation of Citizen Boards
- Create, Revise, and Update Land Development Regulation(s)
- Development of Capital Projects
- Development of Submittal and Review Processes for Development Permits
- Development of Submittal and Review Requirements for Development Orders
- Establishing Community Redevelopment Agency(ies)
- Establishing New Historic Districts
- Reclaimed Water Treatment and Distribution Systems
- Potable Water Treatment, Transmission, and Distribution Systems
- Sanitary Sewer Treatment, Transmission, and Collection Systems
- Community Parks, Community Playgrounds, and Community Recreation
- GeoDesign and Green Infrastructure Systems
- GIS/Mapping Services and Develop Town Database
- Streetscaping
- Pedestrian Enhancements on and/or for Existing Streets
- Urban and Multi-Modal Transportation
- Traffic Management
- Transportation Concurrency Monitoring System
- Economic Impact Analysis
- Economic Policy Analysis
- Financial Impact Studies
- Historic Venue Restoration
- FEMA Community Rating System
- Grant Funding
- Employment Analysis and Studies
- Employee Salary Analysis and Studies
- Employee Retention Analysis and Studies

3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

Only those firms or individuals (the "Proposer") submitting *letters of interest* ("LOIs") and *statements of qualifications* ("SOQs") that meet the requirements specified herein will be considered. The submittals should not contain information in excess of that requested, should be concise, and should specifically address the services which are the subject of this RFQ.

- 3.1 **PREPARATION:** Submit one (1) unbound, single-sided original, one electronic copy on disc or flash drive, and eight (8) copies, including a cover letter, requested documents, and

information. The submittal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill the requirements of the RFQ, and shall not exceed forty (40) pages in length (excluding resumes and required forms). The page count criteria are listed in Section 3.2 of this RFQ.

Item B.

- 3.2 **FORMAT OF RESPONSE:** To provide a degree of consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below (see Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two (2) pages). The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section, as follows:

3.2.1 **TITLE PAGE:** The Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

3.2.2 **COVER LETTER:** The cover letter shall not be more than two (2) pages long and include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the services.
- A positive commitment to perform the services on a consistent and timely basis.
- Contact information for the person(s) authorized to represent the Proposer.

3.2.3 **TABLE OF CONTENTS:** The table of contents shall include a complete identification by section and page number (#) of the materials submitted.

3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the services which are the subject of this RFQ. At a minimum, the Executive Summary shall include, but not be limited to, the following:

- Description of the Proposer's legal structure (e.g., corporation, subcontractors); and
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.

3.2.5 **STATEMENT OF UNDERSTANDING:** The Proposer shall submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed planning services which are the subject of this RFQ.

3.2.6 **SIMILAR PROJECT EXPERIENCE:** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.

3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES:** The Proposer shall submit an outline of the firm's approach in the planning, design, permitting, visioning, and other key elements of the services and projects which are the subject of this RFQ.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads, resource allocations, and the effect of said workloads and resource allocations on the ability to meet the requirements of this RFQ and any Agreement entered into as a result of this RFQ.

3.2.8 **TEAM MEMBERS:** Identify the team members which may include, but shall not be limited to, any applicable subcontractor(s). All discipline leads shall be licensed in the State of Florida. If the team member(s) include subcontractor(s), the Proposer shall provide the resume(s) and include the professional credentials and experience of the key members.

3.2.8.1 For each team member, the Proposer shall provide:

- Title/Name of member
- Area of Specialty
- Office Location(s) for previous two (2) years.
- Total years of experience
- Specific involvement/role in the services and projects.
- Summary of experience (shall not exceed one (1) page)

3.2.8.2 The Proposer's proposed organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key member's experience in each of the areas outlined in **Section(s) 2.2 and 2.3** of this RFQ.

3.2.9 **LICENSURE:** Firms shall be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 **REFERENCES:** Please list business reference and provide the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveal concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.**

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 **MINORITY BUSINESS / WOMAN-OWNED / DISABLED VETERAN / VETERANOWNED ENTERPRISES:** Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2023). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 **PRIMARY OFFICE LOCATION:** Identify the location of the primary office that will perform the majority of the work on this contract.

3.3 **ADDITIONAL INFORMATION:** Please provide any other information that you feel would help the Evaluation Committee evaluate your SOQs in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

- 3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until the award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk
Email: TDouthat@TownofDundee.com

- 3.4.2 The Town Clerk, or designee, may discuss a submission directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 3.4.3 **Prohibition of Communication:** To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau, or employee during the submission process. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.
- 3.4.4 **Request for additional information:** Any questions related to the interpretation of the scope of services or submission process shall be addressed to the Town Clerk, *in writing*, in ample time before the period set for the receipt and opening of bids.
- 3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the SOQ, will be answered.
- 3.4.4.2 Any inquiries received after that time, will not be answered, or given any consideration.
- 3.4.4.3 Oral answers shall not be binding and/or authoritative.
- 3.4.5 **Addenda:** The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the Town website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

The Agreement will be posted by the Town as an Addendum to this RFQ.

4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):

- 4.1 SEALED PROPOSALS:** All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet, or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions, or vendor notes.

Submittal of the SOQs via e-mail is NOT acceptable.

4.2 SUBMITTAL COPIES:

Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) paper copies of the SOQs; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:

Sealed SOQs and/or proposal(s) ***shall not*** be accepted after May 1, 2024, at 4:00 PM. Each sealed SOQ and/or proposal(s) shall be submitted in a sealed envelope, packet, or box marked with the RFQ number, the title of the RFQ, and RFQ opening date.

4.3.1 FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk
Town of Dundee
Attn: RFQ 24-01
202 East Main Street
Post Office Box 1000
Dundee, FL 33838**

4.3.2 Submitted envelopes should be marked:

"RFQ 24-01 Continuing Professional Planning and Visioning Services Contracts"

4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid” .



SEALED RFQ#: 24-01
RFQ TITLE: Professional Planning and Visioning Services
DUE DATE/TIME: 05/01/2024 :00 PM – Eastern Time

This area left intentionally blank.

- 4.4 **INCURRED EXPENSES:** The Town is not responsible for any expenses that proposers may incur in preparing and submitting SOQs and/or proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The Town reserves the right to conduct personal interviews and/or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer(s) in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

5.0 EVALUATION PROCESS

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three (3) members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in **Section 6** (see below).
- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System is shown in **Section 6.2** (see below). The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will hold duly noticed public meetings to discuss and evaluate the SOQs and/or proposal(s). The first meeting shall be held at 11:00am on Wednesday, May 2, 2024 at **202 East Main Street, Dundee, Florida 33838**.
- 5.4 **SUBMITTAL RANKING:** The Evaluation Committee will select those submissions, in their sole determination, that best meets the Town's need based upon its evaluation(s).
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
- 5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.
- 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The Town reserves the right to reject all proposals. In the event the Town does reject all proposals, the Town shall provide, in writing, to all proposers the reason(s) for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The Town reserves the right to request at any time that the proposer modify their proposal to more fully meet the needs of the Town. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town

reserves the right to make investigations related to and/or arising out of the SOQs and/or qualifications of proposers as it deems necessary and appropriate.

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6.0 EVALUATION CRITERIA

6.1 **RFQ EVALUATION CRITERIA:** The SOQs submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

6.2 **QUALIFICATION STATEMENT EVALUATION FORMS:**

SUBMITTAL EVALUATION & SCORING

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

Firm Name: _____

EVALUATION FORM		
EVALUATION CRITERIA	WEIGHT	SUBTOTAL
Meeting the Minimum Requirements of the RFQ	5 points 0-5	
Adequacy of Personnel & Organizational Resources	10 points 0-10	
Work Experience & Past Public-Sector Performance	25 points 0-25	
Work Approach	25 points 0-25	
Team Member Qualifications	20 points 0-20	
Adherence to Time Budget Requirements	10 points 0-10	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
TOTAL WEIGHTED RATING:	100	

Evaluator: _____

The Town Clerk, or designee, will initiate any necessary communication with a proposer in order to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

7.0 CONDITIONS OF PROPOSALS

- 7.1 **LATE PROPOSALS:** Proposals received by the Town after the time specified for receipt shall not be considered. The proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 **COMPLETENESS:** All information required by this RFQ shall be supplied by the Proposer in order to constitute a complete and responsive proposal.
- 7.3 **PROPOSER'S CERTIFICATION(S)/STANDARD FORM(S):**
- 7.3.1 Each proposer shall complete the **Proposer's Standard Form(s)** included with this RFQ (see **Attachments A – J**) and submit the form(s) with the proposal. The form(s) shall be acknowledged before a notary public and have the notary seal affixed. Proposals shall be rejected if the Proposer's Certification(s)/Standard Form(s) is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the Proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 **DRUG-FREE WORKPLACE CERTIFICATION FORM:** By submitting the **Drug-Free Workplace Form** as part of this RFQ, the Proposer certifies that the company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 **PROPOSER'S WARRANTY:** The Proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified in this RFQ.
- 7.6 **PUBLIC OPENING:** All proposals shall be publicly opened and the list of proposers read aloud at the Dundee Town Hall, Town of Dundee, 202 E Main St, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 **PROPERTY OF THE TOWN:** All proposals received from proposers in response to this RFQ shall become the property of the Town of Dundee and will not be returned to the proposers. In the event of a contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 **AWARD PRESENTATION:** The Town may provide the staff recommendation to the Town Commission, at a duly noticed public meeting, on Tuesday, May 14, 2024, to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

8.0 GENERAL TERMS AND CONDITIONS

8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) The proposers shall thoroughly examine the specifications, instructions, and all other Contract Documents (as defined by **Section 8.2**), visit the site of this project (if applicable), and fully acquaint themselves, at their own risk, with all conditions which may affect the completion of the services and/or projects which are the subject of this RFQ. The proposers and subcontractors,

if any, are encouraged to attend a pre-bid conference – if announced in the advertisement for this RFQ. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in any site visit arising out of the services and/or projects which are the subject of this RFQ.

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- b) These Terms and Conditions and any Contract Documents (as defined by **Section 8.2**) related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto.
- c) Notwithstanding anything in this RFQ to the contrary, the obligation of 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 of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.
- d) **PUBLIC RECORDS:**

Town and Consultant (as defined by **Section 8.2**) agree that Consultant shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Proposer agrees to:

- i) Keep and maintain public records required by the Town to perform in accordance with the terms of this RFQ and Contract Documents (as defined by **Section 8.2**).
- ii) Upon request from the Town's custodian of public records, provide the Town 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/term of the Contract (as defined by **Section 8.2**) and following completion of the Contract and/or any amendment(s) issued hereunder if the Consultant does not transfer the records to the Town.
- iv) Upon completion of the Contract and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TREVOR DOUTHAT, AT 863-438-8330, EXT. 258, TDouthat@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

- e) If the Consultant does not comply with a public records request, the Town shall enforce the

Contract and/or any amendment(s) issued hereunder which may include immediate termination of Contract and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

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- f) It shall be understood and agreed that by the submission of a proposal, to the fullest extent permitted by laws and regulations and inconsideration of the amount(s) stated in any written task order(s), the Consultant, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposers' 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 RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) The proposers must possess any applicable business and/or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. The proposers shall also obtain all permits required for the services and/or projects which are the subject of this RFQ.
- i) The Town shall be entitled to rely on the written representations of the proposers. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- j) Unless detailed elsewhere in the Contract Documents (as defined in **Section 8.2**), proof of insurance naming the Town as an **additional insured** shall be required of the successful proposer (on and/or for any service(s) and project(s)) 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).

8.2 DEFINITIONS:

Words used in the RFQ 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) **ACCEPTANCE:** The Seller shall be bound by the purchase order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this Request For Qualifications 24-01 shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding concerning this RFQ and/or any contract entered into pursuant to this RFQ shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The Town, without invalidating the Contract (as defined in **Section 8.2**), 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, services, and/or projects shall be authorized in writing, signed by the Town Manager or her/his designee, or the Town Clerk in a manner consistent with Contract Documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant, the Town may make minor changes in the work, services, and/or projects which are consistent with the purpose

of same and which do not change the contract price or time for completion. However, change shall not be binding upon the Town unless and until evidenced by a Change Order Request issued and signed by the Town Manager.

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- d) **TOWN:** The Town of Dundee, Florida, or its authorized representative.
- e) **CONTRACT/AGREEMENT:** The Master Continuing Professional Consulting Agreement which is approved by the Town Commission of the Town of Dundee, Florida, and executed by the Town and the Consultant, and shall include all Contract Documents.
- f) **CONSULTANT:** The successful proposer(s) which enter into the Agreement with the Town to provide the services and/or projects which are the subject of this RFQ.
- g) **DEFAULT:** Default in promised delivery of services, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant's right to proceed with the work, services, and/or projects by giving the Consultant written notice. The defaulting Consultant may, at the discretion of the Town, be charged the increase in costs of obtaining the services elsewhere.
- h) **CONTRACT DOCUMENTS:** This RFQ 24-01; Terms and Conditions; Contract/Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Task Order(s); Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed to documents identified herein.
- i) **INDEMNIFICATION:** To the fullest extent permitted by law, and in consideration of the amount stated on any Task Order issued pursuant to this RFQ, Consultant shall indemnify and hold harmless the Town and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract and in each Task Order issued hereunder.

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

- (1) The phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Contract, any Task Order issued hereunder, and any service, project, task or work performed hereunder;
- (2) The phrase "*reasonable attorneys' fees*" shall include by way of explanation and not of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and
- (3) The phrase "*negligence, recklessness, or intentionally wrongful conduct*" shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the

negligent, reckless, or intentional acts or omissions of the Consultant, any person organization directly or indirectly employed by the Consultant, and anyone for whose acts a of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract, any Task Order issued hereunder, or in any service, project, task or work performed hereunder.

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

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

- j) **INSPECTION:** The services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject services that do not conform to provisions of the Contract and/or any Task Order issued hereunder.
- k) **INSURANCE:** As specified in the Contract Documents.
- l) **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:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the Contract.
- m) **STATEMENT OF ASSURANCE:** No proposals submitted shall be considered unless the Proposer warrants that upon execution of a Contract with the Town, it will:
 - 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, disability, marital status, or any other protected class; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society, or group that enters into a contract with the Consultant to do a portion of the work, services, and/or projects which are the subject of this RFQ.

- o) **TITLE:** To the extent applicable, the risk of loss of goods covered by any Purchase Order shall remain with the Seller 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. Item B.
- p) **WARRANTY:** The Consultant 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 Consultant shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant 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 Subcontractors. Vendors who furnish materials without a formal contract shall be given notice by the Consultant that this provision exists.

8.3 INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation shall be made to any Proposer 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 Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town's website.
- b) Notification will be emailed to all proposers who are registered for this RFQ.
- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposer's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Proposers shall be bound by such Addenda, whether received or not.

8.4 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 this RFQ 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 RFQ 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 provide all recommendations for awards and make them 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 no cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the notice of intent to file a protest. The initial notice of intent to file a 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.

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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) calendar day period has expired.

The formal written protest shall contain the following:

- i) Town RFQ 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.
- g) 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.

- h) The Town Manager shall present the background for the protest to the RFQ 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) to gather information in order to make a decision. Item B.
- i) The agenda for the bid protest meeting will be:
- i) The background as to why the recommendation for the 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 relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.
- k) 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 RFQ 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.**
- l) 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.

8.5 RESPONSES:

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk or designee may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to a Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State 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.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.

- e) A proposal and a non-collusion affidavit shall be submitted on forms furnished by the Town and completed by the Proposer without additions, modifications, deletions, and erasures. Item B. Proposals not submitted on the attached bid form shall be rejected. Proposals must be typed or printed in ink. All corrections made by the Proposer to their proposal must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications, in an envelope bearing the name of the Proposer, the name of the RFQ, and the time and date of the initial opening. It is the Proposer's responsibility to ensure that its proposal is delivered at the proper time and place of the proposal opening. Proposals that are not received, as set forth herein, shall not be considered. **The official time shall be the time that is displayed on the telephone of the Town of Dundee Town Clerk.**

- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Proposals may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with the preparation and submittal of its proposal.

- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) The proposers are expected to examine the specifications, requirements, schedule(s), bid prices (if applicable), and all instructions pertaining to the services which are the subject of this RFQ. Failure to do so will be at the Proposer's 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 proposers, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Also, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the 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 are non-responsive and shall not be considered for clarification or correction.

8.8 STATEMENT OF QUALIFICATIONS:

- a) Each proposer shall, upon request of the Town, submit a statement of the proposer's qualifications, its experience record in furnishing a particular service embraced in the Agreement, its organization, and resources available for the work, services, and/or projects contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the proposer's ability and solvency to perform work, services, and/or projects contemplated by the Agreement. The Proposer 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 Proposer to perform its obligations under the Contract, and the Proposer shall furnish the Town all such

information and data for this purpose as it may request. The right is reserved to reject a proposal where an investigation of the available evidence or information does not satisfy the Town that the Proposer is qualified to carry out properly the terms of the Contract.

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8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

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

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

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

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

e. *No Consideration of Social, Political, and Ideological Interests.* The Consultant acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political, or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when

determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.

Item B.

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

8.10 EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will 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, disability, marital status, or any other protected class and will submit such reports as the Town may thereafter require to assure compliance.

8.11 *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 a 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- c) Any contract for goods and/or services in an 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.

8.12 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 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 this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".

Item B.

- 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 the 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 the 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/e-verify or contact USCIS at 1-888-464-4218.

8.13 ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions that 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 Consultant/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 the Consultant/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 Consultant/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 Consultant/Contractor shall promptly furnish the Town with these reports.

8.14 ASSIGNMENT OR NOVATION:

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

8.15 PATENT INFRINGEMENT:

The Consultant/Contractor shall protect and 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.

8.16 PROGRESS OF WORK:

Item B.

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/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 Consultant/Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by the Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/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 Consultant/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.

8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/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, Consultant/Contractor shall furnish the Owner with:
 - (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) 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 the 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 (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/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) Workers' Compensation Insurance:
- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal

or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Item B.

- | | | |
|----------------|-------------|-----------------------|
| (i) Part One: | "Statutory" | |
| (ii) Part Two: | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease-Policy Limit |
| | \$1,000,000 | Disease-Each Employee |

(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 that exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism
- (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(3) Automobile Liability Insurance:

- (a) 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 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The

policy must be endorsed to provide the Owner with thirty (30) days' notice cancellation. The minimum limits (inclusive of any amount provided by umbrella or excess policy) shall be:

Item B.

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and the Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/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 Consultant/Contractor) available to the Owner under this Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- v) The insurance provided by the Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be in excess of, and shall not contribute with, the insurance provided by the Consultant/Contractor.
- vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers, and employees.
- vii) Certificates of Insurance must be completed as follows:

1. Certificate Holder

Town of Dundee
202 East Main Street
Dundee, FL 33838

2. Additional Insured for General Liability

The Town of Dundee and its officials, officers, and employees

8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall

not be limited in any manner by acceptance, final completion or final payment.

Item B.

- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

8.19 LIENS:

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

8.20 CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement 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.

9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HERewith:

- 9.1 RFQ 24-01 SUBMITTAL COVER PAGE, **Attachment A**
- 9.2 ADDENDUM PAGE, **Attachment B**
- 9.3 LOBBYING CERTIFICATION FORM, **Attachment C**
- 9.4 NON-COLLUSION AFFIDAVIT OF PRIME BIDDER, **Attachment D**
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, **Attachment E**
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, **Attachment F**
- 9.7 CONFLICT OF INTEREST STATEMENT, **Attachment G**
- 9.8 ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS, **Attachment H**

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

RFQ-24-01 Submittal Cover Page (this does not count as part of the maximum page limit)

Date

Name of Company

Authorized Signature

Printed Name

Title/Position

Physical Address

Town

State

Zip

Email address

Telephone Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

Key Team members and addresses of the principal office:

ADDENDUM PAGE (RFQ 24-01)

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications 24-01 (Give the number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[**Note:** Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 _____ Signature of Proposer's Authorized Official
 _____ Name and Title of Proposer's Authorized Official
 Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

(1) He/She is _____ of _____, the _____
(Title) Company Proposer/Bidder that has submitted the attached proposal/bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Bid;

(3) Such Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;

(4) Neither the said Proposer/Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this 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 Proposal/Bid in connection with the Contract for which the attached Proposal/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 Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder; nor has fixed any overhead, profit or cost element of the Proposal/Bid price, or the Proposer/Bid price of any other Proposer/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 Proposal/Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer/Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed), and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

TOWN OF DUNDEE 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) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF DUNDEE 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 TOWN OF DUNDEE.**

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

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

9.6 ATTACHMENT F

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), 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 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.
- 5) Impose a sanction on, or require 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.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

TOWN

STATE

ZIP

9.7 ATTACHMENT G**CONFLICT OF INTEREST STATEMENT**

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

- A. I am the _____ of _____ with a local office in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to RFQ #24-01.
- C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any Town Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the Town of Dundee government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the Town in writing.

Affiant Signature

Typed or Printed Name of Affiant

Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida

Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

9.8 ATTACHMENT H**ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS**

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned authority personally appeared _____, who was duly sworn, deposed, and stated:

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFQ document, and Master Continuing Professional Consultant Agreement, and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFQ document and the Master Continuing Professional Consultant Agreement pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFQ document or as otherwise agreed to between the parties in writing.

Affiant Signature_____
Title_____
Typed or Printed Name of Affiant_____
Date**OATH OR AFFIRMATION**

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ (name of person making statement).

Signature of Notary Public – State of Florida_____
Print, Type, or Stamp the Name of the Notary

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders/proposers and submitted with their bid/proposal submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current **W9** shall be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The selected Consultant(s) must complete and submit this form prior to award. The selected Consultant(s) shall invoice using the company name listed above.

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<

Trevor Douthat

From: jill gokitto.com <jill@gokitto.com>
Sent: Wednesday, May 15, 2024 8:07 PM
To: Tandra Davis
Cc: Lorraine Peterson; Trevor Douthat
Subject: P & Z resignation

To those of concern,

I feel I need to resign from the Planning & Zoning board effective immediately. I no longer feel my views align with the Town's policies .

I have enjoyed the last 12 years and have learnt a lot. Thank you for the opportunity.

Sincerely,

Jill Kitto

PROCLAMATION



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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, Florida, together with the members of the Dundee Town Commission, hereby declare June 19th, 2024, as

JUNETEENTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Dundee, Florida this 11th day of June in the Year of Our Lord Two Thousand and Twenty-Four.

Sam Pennant, Mayor

Attest: _____
Trevor Douthat, Town Clerk

PROCLAMATION



WHEREAS, the Town of Dundee, Florida, in honor of freedom from prejudice and bias in any form, and in recognition and praise of those members of our community who fight the battle for equal treatment for ALL citizens, who are working together to obtain peace and understanding, regardless of sexual orientation, gender identity, gender expression, race, color, creed, ethnic origin or religion.

WHEREAS, the LGBTQ+ residents, students, and business owners within Dundee contribute to this vibrant, innovative, culturally inclusive, world-class community and to its diversity; and,

WHEREAS, various advancements have been made with respect to equal rights and protections for ALL peoples including the LGBTQ+ community throughout the State of Florida and the United States; and,

WHEREAS, members of the LGBTQ+ communities may face ongoing discrimination, resulting in human tragedy, loss of life, community isolation and abuse.

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

LGBTQ+ PRIDE MONTH

Dated this 11th day of June, 2024

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

June 11, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, ORDINANCE 24-07 HANDBOOK POLICY UPDATE
SUBJECT:	Town Commission will hear the second reading of Ordinance 24-07 concerning employee handbook policy updates
STAFF ANALYSIS:	<p>Staff requested permission to review three items related to the Town's personnel policy handbook at our April 23, 2024, Town Commission Meeting and they were approved on first reading at the May 28, 2024 Town Commission meeting. Tonight, the Commission will hear the second reading of Ordinance 24-07 and the proposed revisions of two mentioned sections of the Handbook Policy.</p> <ol style="list-style-type: none">1. Review of Town Relatives Employment2. Review of Town Tobacco and Smoking Policy <p>Again, the third item will be presented at a later date.</p>
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Ord 24-07 FL Statute 112.3135

ORDINANCE NO. 24-07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF DUNDEE, FLORIDA

Mayor- Sam Pennant

ATTEST:

Town Clerk – Trevor Douthat

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT "A"

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

EXHIBIT A

PERSONNEL POLICY HANDBOOK

Revised November 2023 June 2024



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

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SECTION 1

GENERAL PROVISIONS

1.01 Purpose

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

1.02 Positions Covered

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

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

1.03 Administration

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

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

1.04 Amendments

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

1.05 Department Policies

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

SECTION 2

DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

Classification - Grouping positions in classes.

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

Classification Plan - Official system of grouping positions into classes.

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

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

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

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

Dismissal - Separation from Town employment for cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resignation - Act of voluntarily withdrawing from Town employment.

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

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

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

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

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

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

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

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

SECTION 3

STANDARDS OF CONDUCT

3.01 General Policy

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

3.02 Equal Employment Opportunity

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

3.03 Harassment

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

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

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

3.04 Conflict of Interest

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

3.05 Political Activity

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

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

B. Employees MAY NOT:

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

3.06 Employment of Relatives

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

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

3.07 Outside Employment

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

3.08 Release of Information

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

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

3.09 Solicitation and Distribution

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

3.10 Employee Debts

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

3.11 Use of Town Property

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

3.12 Dress and Appearance

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

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

3.13 Personal Business

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

3.14 Acceptance of Gifts

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

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

3.15 Internet Access

- A. It is the intent of the Town of Dundee to provide Internet access to employees who have a demonstrable need. While using the Internet, it is understood that the employee is always representing the Town, and will use the Internet professionally, productively, and responsibly. Employees will follow the generally accepted rules of network etiquette and adhere to the following requirements:
 - 1. Internet use is for Town business purposes only. The Internet will not be used in any way that could disrupt the productivity of the Town or the use of the Town's computer network. Personal use, other than for pre-approved educational purposes, is not allowed. Downloading, viewing or interaction with sexually explicit or pornographic sites is strictly forbidden. Gaming is prohibited. Access to chat groups or bulletin boards, unless for a direct business purpose, is prohibited.
 - 2. Illegal activities are forbidden. Employees do not maintain any right to privacy in Town owned Electronic Messaging Device (EMD) equipment or its contents, including personally owned software.

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

SECTION 4

EMPLOYMENT POLICIES

4.01 Appointing Authority

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

4.02 Position Control

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

4.03 Types of Appointments

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

4.04 Application Procedures

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

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

4.05 Processing of Applications

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

NOTES:

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

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

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

D. Before final processing, an applicant must:

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

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

4.06 Transfers

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

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

4.07 Promotions

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

4.08 Demotions

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

4.09 Reinstatements

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

4.10 Probationary Period for Newly Hired Employees

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

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

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

4.11 Hours of Work

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

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E. On Call/Rounds & Call-Back Policy

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

Purpose

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

Policy and Procedures

A. Definitions

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

B. Identification and Notification

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

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

C. On-Call Requirements

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

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

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

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

D. Round Requirements

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

E. On-Call Pay

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

F. Plant Checks

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

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

4.12 Overtime

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

Employees Not Eligible for Overtime

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

Any other classification as may be designated by the Town Manager

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

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

4.13 Attendance

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

4.14 Performance Evaluations

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

4.15 Employee Training

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

4.16 Physical Examination/Testing Procedures

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

4.17 Drug Free Workplace Program

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

4.18 Restricted Duty Assignment

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

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

A. Qualifications for Restricted Duty

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

B. Application for Restricted Duty

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

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

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

C. Administration

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

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

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

D. Periodic Medical Evaluations

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

E. Duration of Restricted Duty Assignments

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

F. Requirements to Remain in Authorized Leave Status

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

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

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

G. Restrictions while on Restricted Duty

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

H. Management Discretion

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

4.19 Merit Pay Program

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

4.20 Tuition Assistance Program

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

SECTION 5

HOLIDAYS

5.01 Days Observed

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

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

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

5.02 Eligibility for Holiday Pay

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

5.03 Holiday on Workday

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

5.04 Holiday on Leave Day

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

5.05 Sick Leave Before or After a Holiday

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

SECTION 6
ANNUAL LEAVE (VACATION)

6.01 Eligibility and Rate of Earning

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

GENERAL EMPLOYEES

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

FIRE EMPLOYEES

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

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

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

6.02 Charging Leave

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

6.03 Request for Leave

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

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

6.04 Accumulation During Leave

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

6.05 Use

Annual leave may be granted for the following purposes:

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

6.06 Unused Annual Leave

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

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

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

4 hours
8 hours

.7 hours per month for
each additional year of
service

MAXIMUM ALLOWED PER MONTH

1.7 days of annual leave
per month

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

6.02 Charging Leave

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

6.03 Request for Leave

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

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

6.04 Accumulation During Leave

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

6.05 Use

Annual leave may be granted for the following purposes:

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

6.06 Unused Annual Leave

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

SECTION 7

SICK LEAVE

7.01 Eligibility and Rate of Earning

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

7.02 Charging Leave

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

7.03 Request for Leave

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

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

7.04 Use

Sick leave may be granted for the following purposes:

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

7.05 Accrued Leave

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

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

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

7.01 Eligibility and Rate of Earning

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

WORK WEEK SICK LEAVE EARNED

40 HOURS

8.0 HOURS PER MONTH

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

7.02 Charging Leave

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

7.03 Request for Leave

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

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

7.04 Use

Sick leave may be granted for the following purposes:

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

7.05 Accrued Leave

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

7.06 Unused Sick Leave

Unused sick leave will not be paid to separating employees.

7.07 Sick Leave Bank

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

SECTION 8

MISCELLANEOUS LEAVES

8.01 Funeral Leave

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

8.02 Special Leave

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

8.03 Court Leave

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

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

8.04 Conference Leave

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

8.05 Military Leave

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

8.06 Civil Disorder or Natural Disaster

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

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

8.07 Examinations

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

8.08 Leave without Pay

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

8.09 Disability Leave (Accident Leave)

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

8.10 Maternity Leave

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

8.11 Voting Leave

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

8.12 Family and Medical Leave

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

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

8.13 School Visitation Leave

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

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

8.01 Funeral Leave

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

8.02 Special Leave

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

8.03 Court Leave

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

- C. Employees who attend court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court.
- D. Employees required to attend court as stated in "A" above and are on scheduled annual leave may be allowed to take additional leave with pay at a later date for that court time.
- E. Fire Department employees who attend court on behalf of the Town during off-duty time may receive compensatory time off and may receive the normal witness fees.
- F. All court attendance must be verified before an employee is compensated. Monies received from court appearances will be turned over to the Town, except for travel pay and as shown in "E" above.

8.04 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the Town Manager.

8.05 Military Leave

- A. An employee who is a member of the United States Armed Forces Reserve or the Florida National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification for periods engaged in annual field training or other active duty, shall be entitled to leave without loss of pay, time or efficiency rating.
- B. Such leave with pay shall not exceed seventeen (17) calendar days in any year.
- C. An employee who is a member of the military reserve and has been called into active military service, as defined in Section 115.08, Florida Statutes, shall receive the first thirty (30) days of leave with full pay.
- D. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

8.06 Civil Disorder or Natural Disaster

- A. Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may

be granted leave with pay upon approval by the Town Manager when called on to perform duties in times of civil disturbances, riots, and natural disasters.

- B. Normally the leave should not exceed two (2) days on any one occasion.
- C. The Town will reimburse the employee for their difference between the Military pay and their regular Town pay during the approved period of service.

8.07 Examinations

An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the Town Manager.

8.08 Leave without Pay

- A. The decision to grant a leave without pay (leave of absence) will be at the discretion of the Town Manager.
- B. The following provisions apply to leave without pay:
 1. An employee granted a leave without pay must keep the department informed of his/her current activity and current address.
 2. An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave without pay is required to notify the department in writing within three (3) days of accepting such employment.
 3. Failure to comply with all the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 4. Any employee granted leave without pay shall contact the Department Director at least two (2) weeks prior to the expiration of the leave to facilitate the reinstatement process.
 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.

- C. Employees wishing to continue their insurance coverage must pay both individual and family premiums while on leave without pay.

8.09 Disability Leave (Accident Leave)

- A. Employees of the Town who are injured on the job are eligible for Worker's Compensation.
- B. The employee is not entitled to un-accumulated sick days and vacation days.
- C. Employees who exceed one week on Disability and Accident leave will be placed on Family Medical Leave retroactive to the date of injury, if eligible, otherwise employee may be placed on leave without pay at the discretion of the Town Manager.

8.10 Maternity Leave

- A. Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.
- B. Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or to any combination of sick leave, annual leave and leave without pay.
- C. The time when a woman on maternity leave should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the Town and the results of professional medical guidance.
- D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the Town with physician, and employee input, and on the needs of the Town.
- D. The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after their regularly scheduled work period, it will be considered sufficient time for voting.

8.12 Family and Medical Leave

- A. The Town of Dundee may grant up to twelve (12) weeks of Family and Medical Leave during each calendar year to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible the employee must have worked for the Town of Dundee for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
 - 1. The birth and care of a child [leave completed within one (1) year of birth].
 - 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 - 3. The care of a spouse (legally married), child or parent with a serious health condition.
 - 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Family and Medical Leave time in excess of twelve (12) weeks may be requested and considered on a case-by-case basis with due consideration being given to individual circumstances; however, leaves of absence will not exceed beyond a six (6) month period.
- C. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the Town and the employee must mutually agree to the schedule before

the employee may take the leave intermittently or work a reduced hourly schedule.

- D. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Director. Except where leave is not foreseeable, the employee must give the Town thirty (30) days notice of the requested leave. If it is not possible to give thirty (30) days notice, the employee must give as much notice as is practicable.
- E. An employee requesting leave for the care of his or her spouse, child, or parent with a serious health condition or for the employee's serious health condition, is required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- F. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Director and Town Manager for consideration of approval.
- G. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or annual leave the employee must use accrued sick leave and/or annual leave first and then may take the remainder of the approved FMLA leave as unpaid.
- H. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.
- I. Employees who exceed one week of sick leave for an unforeseeable qualifying illness will be placed on Family and Medical Leave retroactive to the date of illness.

8.13 School Visitation Leave

- A. An employee will be provided up to eight (8) hours of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the eight (8) hours of leave may be taken on any one day. If an employee wishes to make up the time taken off, then the Town will make a good faith effort to allow the employee to do so.

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- A. An employee must exhaust all earned and accrued, paid vacation, and holiday leave before requesting school visitation leave. An employee also must give the Town seven (7) days notice prior to taking the leave. If it is an emergency, then an employee must provide only twenty-four (24) hour notice to the Town. After completion of the school visit, an employee may be required to submit to the Town written verification that the visit occurred.

SECTION 9

EMPLOYEE DEVELOPMENT AND WELFARE ACTIVITIES

9.01 Employee Development and Training

The Town Manager, Department/Division Heads, Town administration, employees and others may foster and promote programs of in-service training of Town employees for the purpose of improving the quality of employee services rendered to the Town and to help employees prepare themselves for advancement in the Town's service.

9.02 Types of Training

The following types of training may be offered to employees at the discretion of the supervisor and the Town Manager:

1. Recruit training. Formal training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In-service training. Training conducted during working or nonworking hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized training. Attendance of vocational, technical, or professional training programs directly related to service functions.
4. Academic instruction. Completion, by correspondence or classroom attendance, of course work provided by accredited educational institutions where such information will benefit the Town.

9.03 Payment of Training Expenses

All expenses for recruit, in-service, and specialized training including tuition, fees, supplies, and books will be reimbursed by the Town, as budgetary constraints allow. Employees should consult with the Department/Division head prior to registering for training to ensure the proper funding is available. Documented travel, lodging, and other related costs will be reimbursed as follows:

1. All reasonable employee expenses for meals allowed under F.S. 112.061 6.
(a).2
2. Single accommodation for hotel room.
3. Coach or economy fare for airplane, train, or bus. If the employee's personal vehicle is used, reimbursement shall be in accordance with the Internal Revenue

Service's regulations. Transportation to the training shall be based on the most economical total cost to the Town.

4. Miscellaneous expenses such as taxi and car rental, if required. Personal telephone calls, haircuts, newspapers, dry cleaning, and shoeshines, for example, shall not be considered to be eligible miscellaneous expenses.
5. The Town will not compensate for the expenses incurred by spouses or additional guests.

9.04 Prior Approval Required

Training may be recommended by Department/Division Heads and approved by the Town Manager prior to registration. Recommendation and approval, if given, shall be made in accordance with the criteria set below. No reimbursement for training expenses shall be made without such approval.

9.05 Training Decisions

Decisions as to which training sessions may be authorized are based upon budget information and hearing process but, in general, no more than one state conference outside the Orlando area may be authorized for any general management/supervisory employee in any year and in each case must be approved in advance by the Town Manager. Various local conferences for all other employees may be authorized as funds and duty conditions permit.

9.06 Membership in Professional Organizations

Town Employees are encouraged to affiliate with, and the Town may pay the membership fees for professional organizations or societies for which they qualify by education or training provided that such affiliation produces observable benefits for the Town and such affiliation is authorized by the Town Manager.

9.07 Professional Licenses

The Town shall not pay the cost of any federal and/or state license registration and certification fees required by the employee's position.

9.08 Reimbursement of Training Expenses

Any employee who voluntarily terminates their employment with the Town of Dundee, shall reimburse the Town for all training related costs for any specialized training which the employee received within the twelve-month period prior to separation. The amount for the training will be deducted from the employee's final paycheck. Any additional amount will be reimbursed by the employee.

Exceptions to this regulation shall be considered on a case-by-case basis by the Town Commission.

SECTION 10 **SEPARATIONS**

10.01 Types of Separations

Separations and/or terminations from positions in the Town are designated as one of the following types:

- A. Resignation
- B. Retirement
- C. Disability
- B. Death
- E. Reduction in Force (Lay-Off)
- F. Dismissal or Discharge
- G. End of Temporary Assignment

10.02 Resignation

- A. An employee voluntarily leaves the Town.
- B. An employee wishing to resign in good standing shall file a written resignation with the Town, stating the resignation date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation. Failure to comply with this provision may be cause of denying the employee re-employment.
- C. No person shall demand or request that an employee sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediate use of the Town grievance procedure.
- D. Employees who resign in good standing will receive payment for all accrued vacation for which they are eligible according to the provisions of these rules and regulations. Employees with less than one year of employment are not eligible for any payout under this rule.
- E. An employee who has submitted a resignation is eligible for paid holidays but may not take paid sick leave, personal days, or vacation during the notice period. Earned vacation may not be used to extend the termination date beyond the last day worked unless approved by the Town Manager.
- F. Employees who intend to resign must use their accrued days prior to submitting their resignation. Personal days will be forfeited if unused.
- G. Subject to any limitations imposed by applicable law, unauthorized absences or absences determined to be unexcused for a period of three (3)

consecutive days or more shall be treated as resignation without notice and the employee shall be automatically terminated.

10.03 Retirement

A procedure whereby an employee is separated from the Town consistent with the provisions of the retirement plan in effect.

10.04 Health

- A. When an applicant is appointed to a position before the final report of a health examination is received, and the final report shows that the employee is not physically qualified to perform the duties of the position despite reasonable accommodations not creating an undue hardship on the Town, the applicant will be separated.
- B. The Town may request that an employee be examined by the Town's designated physician. If disability of any kind is discovered which impairs the effectiveness of an employee in performing the work or makes continuance on the job a danger to the employee or others, the following action shall be taken:
 - 1. If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected. If the employee fails to take steps to have the disability corrected within the specified time, the employee shall be subject to dismissal.
 - 2. If, in the opinion of the examining physician, the disability cannot be corrected, the Town Manager will attempt to place the employee in another position which he/she can perform satisfactorily. If that step cannot be accomplished successfully, the employee shall be separated either through retirement or dismissal.

10.05 Death

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or the estate of the employee, as determined by law.

10.06 Reduction in Force (lay-off)

- A. When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the abolition of a position or other causes which do not reflect discredit on the service of the employees, employees shall be laid off based on the following factors, each weighed equally:

1. Length of service in the class.
 2. Length of service with the Town.
 3. Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the Town is less than three (3) years.
- B. No regular employee shall be laid-off while another person in the effected class is employed on a provisional, part time, temporary or seasonal basis.
 - C. Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.
 - D. The Town Manager shall give the employee to be laid-off written notice of the action before the effective date of the lay-off.
 - E. When a Department Director believes that an employee is essential to the efficient operations of the department due to special skills or abilities and wishes to retain this individual, the Department Director must submit a written request to the Town Manager. The decision of the Town Manager regarding retention or lay-off is final.
 - F. A laid-off employee shall be paid for all eligible accrued annual leave credits. An employee who is reinstated within one (1) year shall have unused sick leave credits restored.

10.07 Dismissal or Discharge

- A. A discharge is the involuntary separation of an employee from the Career Service. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatements privileges.
- B. Charges which form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, by the supervisor or Department Director.
- C. The procedure for dismissal shall be as follows:
 1. During the probationary period following original appointment, a finding by the Town Manager that a dismissal is for the good of the Town shall be final.

2. Career Service employees who are to be dismissed shall be notified in writing of the specific causes for dismissal prior to dismissal. Such notice will include the employee's rights of appeal.
- D. The Town Manager or designee may suspend an employee for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.
1. An employee may be suspended with or without pay for acts involving unsatisfactory performance or conduct prejudicial to the public interest.
 2. An employee may be indefinitely suspended with or without pay if they have been indicted for a felony or for a misdemeanor involving moral turpitude. The suspension shall be terminated by restoration to the Career Service or by dismissal upon the decision of the court. If the employee is restored to the Career Service, full pay for the entire period of suspension will be paid and eligibility for merit pay increase and accrual of leave credits shall not have been interrupted by the suspension.
 3. The employee shall receive written notice, stating the nature and reason for the action, the duration, and rights of appeal.

10.08 Exit Interview

It is the desire of the Town to determine why employees leave the Career Service. An exit interview program may be established by the Town Manager and administered to determine the causes of and possible solutions for turnover within the work force.

10.09 Return of Town Property

At the time of separation from employment, the employee shall return all records, books, assets, uniforms, keys, tools, computers, tablets, cell phones, chargers, and all other items of Town property to Human Resources and receipt/acknowledgement of these will be given to employee. Failure to return same in usable condition shall result in maximum deduction allowed by law from the employee's final paycheck. Any balance due over and above the amount deducted from the employee's paycheck may be collected by the Town through appropriate legal action.

All outstanding voluntary debts to the Town incurred by the employee, such as cost of non-compensatory training, shortages or advances of leave or expense accounts, and other standing debts due to the Town will be deducted from the employees final paycheck.

SECTION 11

SAFETY

11.01 Accident Prevention

Department Directors, supervisors and employees should recognize their responsibility for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors must have a continuing concern with all possible safety and operational economies. Inadequate safety training, improper equipment handling, and neglect can increase costs, cause accidents, and reduce productivity.

11.02 Accident Reporting

- A. Employees will be advised by their supervisor of their responsibility to immediately report all injuries that occur on the job to their supervisor. Delay in reporting an injury can cause complication of the injury and delayed recovery.
- B. Accident reports must be submitted by the injured employee's supervisor within twenty-four (24) hours of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving Town vehicles. A vehicular accident report will be submitted. If an employee is injured, an injury report will also be required.
- C. In the case of any major or minor vehicular accident, the appropriate law enforcement agency shall be notified immediately.

11.03 Worker's Compensation

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Worker's Compensation Law and Town procedures.

11.04 Employee Safety Awards

The Town Manager may institute an Employee Safety Award Program. Safety awards may be made either to groups of employees or to individuals and will normally be made in recognition of praiseworthy and outstanding safety performance.

SECTION 12

DISCIPLINARY ACTION

12.01 Intent

- A. It is the intent of the Town that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.
- B. Each instance differs in many respects from other situations and the Town retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases, which may arise in the future. The Town Manager retains the right to suspend any disciplinary action which may be taken as a result of good behavior for a specified term.
- C. The following guidelines are not to be construed as limitations upon the retained rights of the Town. The policies provide recommended penalties to apply for specific offenses. This means that a more severe or less severe penalty may be issued than that which appears in the guidelines if it is justified.
- D. Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall, therefore, only be severe enough to constitute an attempt to bring about correction. Discharge shall be resorted to only when other efforts to bring about correction have failed or when the severity of the offense warrants such measures.

Depending upon the circumstances, acceptable disciplinary actions may include:

- 1. Written Warning/Counseling
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Demotion
 - 5. Discharge
- E. Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each guideline, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service and the abilities of the employee. In each case, where the penalty is modified from the recommended guideline, the reason for such modification will be noted in writing.

- F. In all cases, the Department Director shall notify the employee of the action taken and a copy of such notice will be included in the employee's personnel file.
- G. In addition to the general types of offenses listed below, infractions of departmental rules and regulations will subject the employee to disciplinary action.

12.02 Types of Offenses

The three (3) groups of offenses and guides for recommended penalties are as follows:

GROUP I OFFENSES

FIRST OFFENSE	WRITTEN WARNING
SECOND OFFENSE	WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION
THIRD OFFENSE	UP TO DISCHARGE

1. Operating, using, possessing Town tools, equipment, or machines which the employee has not been assigned or performing other than assigned work.
2. Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
3. Washing up or changing clothes during working hours without specific permission.
4. Taking more than the specified time for meals or break period.
5. Demonstrating productivity or work quality which is not up to required standards of performance.
6. Disregarding job duties by loafing or neglecting work during working hours.
7. Reporting to work or working while unfit for duty, either medically, mentally, or physically.
8. Posting or removing any material on official bulletin boards or Town property without authorization.
9. Distributing written or printed material of any description on Town premises unless authorized.

10. Failing to report an accident or personal injury in which the employee was involved while on the job.
11. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job or similar types of conduct.
12. Knowingly creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
13. Failing to pay just debts or failing to make reasonable provision for the future payment of such debts, thereby causing loss of time and productivity to the Town or to Town staff.
14. Failing to report the loss of a Town identification card immediately to the Department Director, where applicable.
15. Failing to keep the department and the personnel office notified of proper address and telephone number (if any).
16. Receiving or making an excessive amount of personal phone calls while on working time.
17. Failing to report to work on time.
18. Vending, soliciting, or collecting contributions for any purpose whatsoever at any time on Town premises, unless authorized.
19. Habitually reporting late to work. "Habitually" is considered occurring three (3) times within a ninety (90) day period.
20. Chronically being absent from work. "Chronically" is considered three (3) occurrences within a ninety (90) day period.

GROUP II OFFENSES

FIRST OFFENSE	WRITTEN REPRIMAND AND/OR UP TO 5 DAYS SUSPENSION
SECOND OFFENSE	UP TO DISCHARGE

1. Threatening, intimidating, coercing, or interfering with fellow employees or supervisors at any time, including using abusive language.
2. Failing to work overtime, special hours, or special shifts after being scheduled according to overtime and standby duty policies.

3. Leaving assigned post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
4. Neglecting to comply with requirements set forth in departmental rules and standards of conduct.
5. Engaging in gambling, lottery, or any other game of chance at Town workstations at any time.
6. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the Town, or its operations.
7. Being absent without permission or leave.
8. Provoking or instigating a fight or fighting on Town property.
9. Violating rules or practices which may affect the safety of Town personnel, equipment, tools, or property.
10. Failing to report a request for information or receipt of a subpoena from an attorney for a matter relating to Town business.
11. Violating any or all the steps outlined in the grievance procedure.
12. Knowingly harboring a serious communicable disease which may endanger other employees.
13. Violating personnel policies.
14. Habitually failing to punch one's own timecard, where applicable. "Habitually" is considered occurring three (3) times in any ninety (90) day period.
15. Showing discourtesy to persons with whom the employee encounters while in the performance of duties.

GROUP III OFFENSES

FIRST OFFENSE

UP TO DISCHARGE

1. Wanton or willful neglect in performing assigned duties.
2. Deliberately misusing, destroying, or damaging any Town property or property of a Town employee without proper authorization.

3. Receiving from any person, or participating in any fee, gift, or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons.
4. Knowingly punching the timecard of another employee, having one's own timecard punched by another employee or unauthorized altering of a timecard or time sheet, where applicable.
5. Falsifying or altering personal or Town records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or application.
6. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
7. Insubordination by refusing to perform work assigned or to comply with written or verbal instructions of a supervisor.
8. Unauthorized use or display of firearms, explosives, or weapons on Town property, unless specifically authorized.
9. Theft or removal of any Town property or property by an employee from Town locations without proper authorization.
10. Sleeping during duty hours, unless authorized.
11. Being absent from duty for a period of three (3) consecutive working days without proper authorization. Fire personnel working on a fifty-six (56) hour basis and have two (2) consecutive unauthorized absences from their scheduled shifts work may be considered a resignation.
12. Failing to return from an authorized leave of absence.
13. Permitting another person to use an employee's identification card, using another person's card, or altering an identification card.
14. Incompetence or inefficiency in the performance of assigned duties.
15. Using alcohol and/or controlled substance or being under the influence of same on the Town's premises and/or on working time. Possession or sale of alcohol or controlled substance on the Town's premises and/or working time.
16. Being found guilty or pleading guilty or nolo contendere (even where adjudication is withheld) to a felony, misdemeanor or misdemeanor involving

moral turpitude. A "crime of moral turpitude" includes a criminal conviction or plea of nolo contendere, where the criminal act or conduct is contrary to justice, honesty, modesty, community morality, or good morals, generally. A crime of moral turpitude thus includes, but is not limited to, any crime, the Commission of which, reflects adversely on a person's reputation, integrity, or reliability to which otherwise brings, tends to bring, or may reasonably be expected to bring, discredit or disrepute upon that person or that person's employer.

17. Failure to notify the Town that charges have been filed against the employee by a prosecuting official.
18. Using or attempting to use political influence or bribery to secure an advantage of any manner.
19. Concerted curtailment, restriction of production or interference with work in or about the Town's work stations, including but not limited to, instigating, leading, or participating in any walkout, strike, sit-down, stand-in, slow-down or refusal to return to work at the scheduled time for the scheduled shift.
20. Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee and may be considered a conflict of interest securing advantage of goods, services or influence due to the position of the employee with the Town.
21. Failure to meet established standards of work, morality, or ethics to an extent that the employee is unsuitable for employment with the Town in the position in which the employee was serving.
22. Disgraceful personal conduct.

12.03 Warning and Reprimand

- A. Whenever employee performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period for improvement may be allowed before initiating disciplinary measures.
- B. A written reprimand will be sent to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

12.04 Suspension

A suspended employee shall be notified by their supervisor at the time of suspension in addition to the specific reason for the action, the expected corrective action, and his/her rights of appeal. Such notification shall be in writing, dated and hand-delivered to the employee or delivered by certified mail to the employee or the employee's last known address. A copy of the suspension shall be forwarded to the employee's personnel file.

12.05 Appeals

- A. The Town Manager shall hear appeals in cases involving disciplinary actions of regular employees who have satisfactorily completed their probationary period.
- B. The appeal shall be made within ten (10) working days after delivery or mailing to the employee of the written notice, by filing a written request for a hearing with the Town Manager.
- C. The Town Manager shall set a time and a place for the hearing to be held at the earliest possible date. The Town Manager shall notify the employee and the Department Director of the time and place scheduled for the hearing.
- D. Hearings before the Town Manager shall be conducted informally in accordance with procedures established by the Town Manager and shall not be bound by formal rules of evidence.
- E. The decision of the Town Manager shall be final.

12.06 Dismissal

Employees dismissed for cause will receive notification in accordance with the procedures in these Personnel Policies.

SECTION 13

EMPLOYEE GRIEVANCE PROCEDURE

13.01 Purpose

Dundee strives to ensure fair and honest treatment of all employees. Accordingly, it is the policy of the Town of Dundee, insofar as is possible, to prevent the occurrence of grievances and to deal promptly with those which occur. It is the intent and desire of the town to adjust complaints and grievances informally and both supervisors and employees are expected to make every effort to resolve problems as they arise. Consequently, every supervisor has a primary responsibility to settle any grievance, which may develop in his/her immediate work unit, and the resolution of such problems should be handled orally, if possible. Department heads, supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. This grievance procedure is established to provide full opportunity to all employees to bring to the attention of management, complaints, grievances, or situations that the employee feels need either adjustment or information.

13.02 Grievances

An employee may file a grievance to register a complaint, resolve a problem, request clarification of existing rules and regulations, to recommend modifications of same, or to request information relative to respective job situations which is not otherwise privileged or confidential in nature.

Employees may make constructive suggestions in the areas of administrative responsibilities (organizational structure, work to be performed, equipment to be used, money to be spent in performing the work, selection of supervisory personnel, standards of selecting employees) however; such responsibilities should not be encroached upon by the Employee to form the basis of a grievance complaint.

Employee grievance procedures shall not apply to any contractual agreement existing between the Town of Dundee and an individual employee or association of employees; rather, grievances shall be filed in accordance with the conditions of the applicable contractual agreement. If an employee has a complaint against the Town Manager, Mayor, or a member of the Town Commission they may address their problem to the town attorney or his delegate if the town attorney determines that he is unable to consider the grievance, whose decision shall be final and there will be no further administrative appeal.

13.03 Procedure

Step 1: Discuss grievance/complaint orally with immediate supervisor within three (3) business days, after the incident occurs. The supervisor shall discuss and explain any information to solve the problem or answer the question.

Step 2: If the immediate supervisor cannot give a satisfactory solution or answer, the employee shall within five (5) business days after meeting with the immediate supervisor have the right to bring the problem or question to the attention of the department director by filing a grievance. The grievance shall be in writing and contain the following:

- (1) The date and place at which the grievance took place, if applicable;
- (2) A statement of the grievance and the facts upon which it is based;
- (3) The remedy, adjustment, or information-aggrieved employee is requesting;
- (4) The signature of the aggrieved employee shall be required on the report.

A grievance report form is attached to Ordinance No. 05-35.

Step 3: If the department director cannot give a satisfactory solution or answer within three (3) business days from receipt of the written grievance, the employee shall be referred to the Town Manager. The Town Manager will meet with the employee to affect a solution to the problem. To the extent the grievance does not involve the Town Manager, Mayor or a member of the Town Commission, the Town Manager's decision will be final and there will be no further administrative appeal.

13.04 General Requirements.

All supervisors and department directors shall arrange to discuss a problem or question of any kind, with the employee making the request, within three (3) business days after the request has been reported to that supervisor or department director. If this is not possible due to illness, leaves for any reason, etc., the acting supervisor shall do so. Failure of any supervisor or department director to meet with and discuss any problem or question within three (3) business days automatically gives the employee the right to register the problem or question with the Town Manager, and the Town Manager shall arrange a meeting with the proper supervisor or department director.

13.05 Other Considerations

(a) Any employee not covered by a labor agreement may utilize this procedure. Any employee covered by a labor agreement shall utilize the grievance procedure as stated in the contractual agreement.

(b) No punitive action will be taken against any employee as the result of the filing of a complaint/grievance/inquiry, nor will any attempt be made to suppress either the

filing of a complaint/grievance/inquiry by an employee who feels the need to initiate the same, or to take such a matter through all the steps of the grievance procedure.

(c) Town employees shall address all grievances through the procedures outlined in section 2-123, grievance procedure. It is improper for an employee to discuss any grievance with a Town Commission member without authorization from the Department Director and Town Manager because it would be a violation of law for Town Commission members to discuss these grievances.

SECTION 14
MISCELLANEOUS RULES AND BENEFITS

14.01 Vehicles

- A. Only Town employees, possessing a valid State of Florida driver's license appropriate for the vehicle, are authorized to operate Town vehicles.
- B. Employees shall not operate a Town vehicle while under the influence of drugs or alcohol. Use of handheld cell phones (including texting) while behind the wheel of a moving vehicle being used on Town business is strictly prohibited.
- C. Employees shall not transport any persons other than Town employees in a Town vehicle, except in the course of official business.
- D. Employees and authorized passengers are expected to observe all traffic regulations at all times, including seatbelt usage, and all policies and procedures of the Town, while operating any vehicle.
- E. All incidents involving Town vehicles must be reported to the law enforcement office of the appropriate jurisdiction, the employee's supervisor, and to the Human Resources Coordinator immediately. Employees driving Town vehicles will provide copies of any accident reports, citations, etc., concerning the vehicle or its operation, to their Supervisor and the Human Resources Coordinator immediately.
- F. Employees will not operate Town vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.
- G. Employees are expressly prohibited from making any cosmetic or mechanical modifications to any Town owned vehicle.
- H. Unattended Town take home vehicles shall be legally parked and locked at all times, except in emergency circumstances. Employees shall not leave sensitive information or public documents (other than reference material) in the vehicle while off duty.
- I. Scheduled maintenance of Town vehicles will be coordinated with the Human Resources Coordinator. Employees will coordinate their vehicle maintenance at the scheduled times. Employees shall be responsible for the proper care and use of Town vehicles and equipment and shall report promptly any accident, breakdowns, and malfunction.

- J. Some employees, because of the nature of their work, may be issued and are responsible for a Town vehicle which may be driven to and from work, lunch and to conduct official business. Such Town vehicles shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle, withdrawal of take-home privileges, and appropriate disciplinary action up to termination.
- K. Fines incurred by an employee while operating a Town vehicle due to traffic or parking violations shall be the sole responsibility of the employee. Any traffic violations while in a Town vehicle must be reported to the employee's Supervisor and the Human Resources Coordinator immediately.
- L. Employees assigned a Town vehicle to take home shall keep a daily dated log to record mileage with brief description of their trips to and from home and work. In addition, employees will record mileage associated with call outs, emergency responses, and after hours support of Town operations.

These logs will be available at all times for review and the completed logs will be submitted to the Human Resources Coordinator at the end of each month.
- M. Take home vehicles should be fueled at the Polk County fueling pump at the Polk County Maintenance Barn at the corner of Dr. Martin Luther King, Jr and Lincoln Avenue. Reimbursement for any other fuel purchase may be denied.
- N. Any employee assigned a take home vehicle is required to commute in the vehicle for valid business reasons.
- O. Occasions that may prompt the Town Manager or designee to authorize additional employees to take Town vehicles home include but are not limited to: preparations made in advance of a severe storm, such as a hurricane, to secure vehicles or to position vehicles to facilitate effective post-storm service restoration/clean-up activities. Such authorizations may be temporary in nature and may require alternative work assignments. Pre-approval from the Town Manager to take home a Town vehicle for storm related purposes is required.
- P. Violations of this policy and procedures shall be considered an act of insubordination and may result in disciplinary action up to termination and could result in the revocation of take-home vehicle privileges.

14.02 457 Deferred Compensation Plan

- A. The Town provides a 457 deferred compensation retirement plan for all

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qualified part-time and full-time employees.

- B. The Town shall match up to 5% of an employee's contributions to the deferred compensation plan.
- C. Probationary Employees are eligible to participate in the 457 Deferred Compensation Plan and the Town will match these funds after completion of probation retroactive to the date of participation in the program.

14.03 Unemployment Compensation

Terminated employees who file a claim with the State of Florida Bureau of Unemployment Compensation and are determined qualified under the Florida Unemployment Compensation Law may be eligible to receive unemployment compensation benefits. Further information may be obtained in the personnel office.

14.04 Insurance Benefits

Medical Insurance is available for all regular full-time employees. Optional coverage for dependents is paid for by the employee. Life, Vision and Dental Insurance is also available for Town employees. Details are available upon request from the personnel office.

14.05 Deductions

Federal withholding and Social Security are deducted from pay checks in accordance with law.

14.06 Christmas Bonus

1. The Town may offer its employees a Christmas bonus using the following procedures:
 - A. Permanent full-time employees who have completed their hiring probationary period may receive a full Christmas bonus as established by the Town Commission.
 - B. Permanent part-time employees who have completed their hiring probationary period may receive one half (½) of the Christmas bonus as established by the Town Commission.
 - C. Permanent full-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one half (½) of the Christmas bonus as established by the Town Commission.

- D. Permanent part-time employees under hiring probation with hiring dates prior to July 1st of each calendar year may receive one quarter (¼) of the Christmas bonus as established by the Town Commission.
- E. Employees under hiring probation with hiring dates after June 30th of each calendar year are not eligible for a Christmas bonus.

14.07 No Tobacco – Smoking

- A. The purpose of this policy is to protect the public health, comfort, and environment for citizens and employees by creating areas in public places and at public meetings that are reasonably free from tobacco, tobacco smoke, and smoking, to comply with Florida Statute, the Florida Clean Air Act and problems created by the use of other tobacco and nicotine delivery products in the workplace.
- B. No person may smoke or use any tobacco product including vapor devices in any Town of Dundee building, facility, and/or any Town of Dundee vehicle ("Town Property"). This includes, but is not limited to, private offices, hallways, restrooms, conference rooms and break rooms, even with only one (1) occupant.
- C. Smoking and/or Tobacco use is permitted outdoors except for the following conditions:
 - (1) Whenever a safety hazard exists;
 - (2) In any area where smoking is specifically prohibited by federal, state, county or Town Ordinance;
 - (3) In any area posted "No Smoking" by the Town; and
 - (4) During Town events which are located on Town Property.
- D. The Town Manager shall be responsible for ensuring Town-wide implementation of this policy. Town Department Heads and Managers shall be responsible for uniform implementation of this policy in their respective work areas, facilities, and buildings.
- E. Violation of this policy by a Town employee shall be a Group II offense for purposes of disciplinary action; and, pursuant to Section 12 of this Town of Dundee Personnel Policy Handbook, a Group II offense shall subject an employee to disciplinary action which includes, but is not limited to, discharge of employment.

SECTION 15

POSITION CLASSIFICATION PLAN

15.01 Purpose

The position classification plan is a systematic arrangement and inventory of Town positions. The plan groups the various positions into classes indicative of the range of duties, responsibilities and level of work performed. The class titles standardize the meaning, based upon the similarity of work and duties performed.

15.02 Uses

The position classification plan is used to:

- A. Determine qualifications and prepare job announcements.
- B. Establish lines of promotion and career ladders.
- C. Assist in developing employee training programs.
- D. Provide uniform job terminology on records and documents.

15.03 Content

The position classification plan consists of:

- A. A grouping of positions into classes on the basis of approximately equal difficulty and responsibility, which require the same general qualifications, and which can be compensated within the same pay grade.
- B. A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget, and related official records.
- C. Written class descriptions for each job classification containing the nature of work, relative responsibilities and illustrative duties found in the class. Also included are the knowledge, abilities and skills required for performance of the work and the minimum qualifications needed.

15.04 Administration and Maintenance

The Town Manager or designated employee is charged with the maintenance of the position classification plan so that it will reflect the duties performed by each employee and the class to which each position is allocated.

15.05 Allocation of Positions

Whenever a new position is established or duties of an existing position changed, the personnel office shall prepare a class description describing the duties of the position. The Town Manager shall have the position assigned to an existing class or establish a new class for the position.

15.06 Position Reviews

- A. The Town Manager may assign responsibility for conducting position reviews. Such reviews may be initiated by written request from:
 - 1. The Department Director in whose department the position is located.
 - 2. The incumbent of the position provided that the employee processes the request through the Department Director for review and comments.
- B. Position information will be gained through completion of a position classification questionnaire by the incumbent or by the supervisor of the position if the position is vacant.
- C. The Department Director will review and make recommendations for all proposed position changes and class descriptions.
- D. The employee that is in the position to be reviewed will be notified that a review will be conducted.

15.07 Reclassification

- A. When the incumbent of a position is officially assigned more difficult and significant responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, the Town Manager shall authorize a study of the duties and responsibilities of the position.
- B. If it is determined that the position should be reallocated to a higher-level class, the Town may require the incumbent to undergo a prescribed test of fitness, depending on the conditions of the reclassification.
- C. Should any position be reclassified to a job classification with the same pay grade as that of the original classification, the incumbent shall receive a corresponding change in title.
- D. Should any position be reclassified to a job classification with a lower pay grade than that of the original classification, the incumbent employee shall

be offered transfer to a vacancy in the original classification in the same or another department, if a vacancy exists.

15.08 Position Control

All positions are established and maintained through a personnel budget each fiscal year in accordance with established accounting procedures.

SECTION 16

RECORDS AND REPORTS

16.01 Responsibility

The Town Manager or designated employee is responsible for establishing and maintaining personnel records for all employees.

16.02 Records

- A. All personnel records as well as all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the Town. The Town Manager or designee will determine the use, maintenance and disposition of such records and material and whether any information contained therein may be disclosed, in accordance with prevailing laws.
- B. Employees should be aware of the importance of keeping their personnel records current, including notifying the Town of any telephone number changes, beneficiary changes, number of dependents, marriage or any other change that has not been previously reported. It is the responsibility of the employee to provide updated information. Failure to comply may result of loss of employee benefits.
- C. The Town should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the personnel office for it to be added to the employee's personnel file.

16.03 Records Retention and Disposition

The Town will determine the time limit that any personnel records shall be kept on file and their final disposition, in accordance with applicable State Statutes.

TOWN OF DUNDEE **EMPLOYEE SAFETY POLICY HANDBOOK**

PURPOSE AND APPLICATION

The purpose of this safety program is to assure the health, safety and welfare of Town Employees and the general public by developing safe working conditions, practices and thinking. This Handbook will serve as a guide for safety rules, regulations and procedures which shall apply to all Town of Dundee employees.

RESPONSIBILITIES

MANAGEMENT: The Town Manager, Department Directors, Supervisors, and the Safety Coordinator are responsible for the development and administration of an effective safety program. Other responsibilities include:

1. Adopt and manage a hazard-free work environment.
2. Conduct periodic facility inspections.
3. Provide safe, practical, and reasonable job procedures with good leadership.
4. Conduct safety meetings with staff on a regular basis.
5. Organize safety training and coordinate on-the-job safety instructions.

EMPLOYEES: Employees are required, as a condition of employment, to develop safe working habits and to contribute in every way possible to the safety of themselves, their co-workers, and the general public. Employees shall:

1. Report all accidents and injuries (i.e., Minor, Major or Serious).
2. Actively participate in department and/or division safety meetings.
3. Inform co-workers of probable hazards and the safest way to perform the job.
4. Report unsafe practices and conditions to their supervisor or their Department Director as soon as possible.
5. Observe and follow all Town safety rules and practices.

6. Assist in the investigation of accidents to identify and correct causes and support safety promotions.
7. Assist Town Departments by notifying them of safety hazards on sidewalks, streets, or other facilities throughout the Town to protect the well being of the general public.

ORGANIZATION

SAFETY COORDINATOR: The Safety Coordinator is appointed by the Town Manager to administer the Town's Safety program. The duties and responsibilities of the Safety Coordinator are to:

1. Plan, coordinate and make appropriate changes to the safety program, pending approval of the Town Manager.
2. Make regular reports to management on safety programs.
3. Coordinate program activities.
4. Initiate activities that will stimulate and maintain the interest of employees in safety, pending the approval of the Town Manager.
5. Supervise inspections made by the Safety Committee for the purpose of discovering and correcting unsafe work practices to prevent accidents.
6. Investigate accidents as requested by the Department Director's or the Town Manager.
7. Schedule and chair Safety Committee meetings. These meetings will occur at least quarterly. Minutes of the meetings will be distributed to each department for posting.

SAFETY COMMITTEE: The Town wide Safety Committee shall be composed of one (1) non-management employee representative from the Public Works/Utilities Department, the Fire Department, the Parks & Recreation Department, the Building Department, and the Safety Coordinator (Management employee representative). The representatives will be appointed by their respective Department Director. The responsibilities of this committee are as follows:

1. Recommend safety regulations.
2. Review accident reports to determine necessary corrective action.

3. Make periodic safety inspections of equipment and facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager.
4. Recommend safety procedures considered necessary for safe operations and refer them to the appropriate Department Directors and Town Manger for adoption.
5. Assist in the planning of activities that will stimulate and maintain the interest of employees in the safety program.

SAFETY INSPECTIONS: The Safety Committee will perform inspections of all facilities to ensure compliance with safety standards and procedures, as requested by the Department Director or the Town Manager. Departments and divisions will be notified of any necessary corrective action. A follow-up on all inspections will occur to assure that any necessary corrective action has been taken. Inspections of all departments/divisions will be concentrated on the following safety procedures:

1. Good housekeeping.
2. Use and availability of prescribed protective equipment.
3. Compliance with published regulations.
4. Safety conditions of vehicles.
5. Safety conditions of tools and equipment.
6. Proper guarding of open ditches and construction sites.
7. Proper storage and handling of flammable, combustible liquids, and hazardous materials.
8. Fire extinguishers, first aid kits, emergency lighting and maintenance of fire exits.
9. Observe on the job safety practices and procedures.

SAFETY EQUIPMENT

The Town of Dundee will provide proper and necessary safety equipment and devices for employees when their job duties require contact with environmental, chemical, and mechanical hazards. Department Directors, division heads and supervisors are responsible for training their employees in the proper use and care of all safety equipment,

enforcing the rules, and setting the proper example. Examples of safety equipment include:

1. Hard hats to protect the head against falling objects, head bumping accidents or electrical conductors.
2. Goggles face shields or safety glasses to guard against airborne debris, dust, flying particles, chips, chemicals, heat, or injurious rays.
3. Respirators, hose masks and self-contained breathing apparatus to protect employees against toxic or abnormal atmospheric conditions.
4. Work shoes and/or proper footwear should protect the feet from falling objects, sharp objects, and hot and slippery surfaces. The required footwear, adequate for most jobs, shall consist of solid soles with leather or leather-like material uppers. It shall be the responsibility of the Department Directors to notify employees that their jobs require specific types of shoe. Sneakers, canvas shoes, loafers or open toed footwear will increase the potential for injury and will not be permitted for labor-related, field work. Office workers are encouraged to use good judgment in selecting appropriate footwear. If safety shoes are required, the Town shall furnish the employee one (1) pair per calendar year unless a second (2nd) pair is deemed necessary by the Department Director. The amount provided is set with each year's budget.
5. Reflective vests or bright articles to increase workers visibility while working in or around traffic lanes.
6. Protective clothing such as gloves, sleeves, full suits for protection against wounds, abrasions, bumps, heat, etc.

SAFETY EQUIPMENT AND DEVICES, WHERE PROVIDED, SHALL BE USED BY THE EMPLOYEE!

SAFETY RULES AND REGULATIONS

All employees are required to abide by the Town's established safety rules and regulations. The safety rules and regulations are as follows:

1. All Town employees shall obey all federal, state, and local governmental laws, rules, and regulations, as well as all fire codes.
2. Drivers of Town vehicles/equipment shall operate said vehicle/equipment in a reasonable manner and in compliance with state and local traffic laws and regulations.

3. Use of seat belts while operating Town vehicles/equipment shall be mandatory.
4. Employees shall not carry passengers in vehicles unless proper seating and seat belts are provided.
5. All slow moving or special purpose vehicles using streets or roads shall prominently display the slow-moving emblem (orange triangle) on the rear of the vehicle.
6. All personnel who drive Town vehicles and/or equipment or who operate personal vehicles on Town business shall possess the appropriate valid Florida State driver's license.
7. An employee must report to their supervisor any change in the status of his/her driver's license within twenty-four (24) hours of the change. Failure to report such change may result in appropriate disciplinary action.
8. Employees shall inspect all departmental equipment, tools, etc., prior to use and report any defects or hazardous conditions immediately to their supervisor.
9. Employees shall inspect departmental vehicles daily and prior to use. Any defects, malfunctions or hazardous conditions shall be reported to their immediate supervisor.
10. Employees shall not bring or keep any alcoholic beverages and/or controlled substances onto Town premises or attempt to perform assigned duties or operate Town equipment while under the influence of such intoxicants or any medications that may affect their ability to perform assigned duties.
11. Employees shall notify their immediate supervisor if they are using medication that may affect their ability to perform assigned duties.
12. Appropriate safety shoes, eye protection, shields or masks, safety vests protective clothing, breathing apparatus, etc., must be worn for the employee's safety.
13. Every Town employee is responsible for his/her actions and should always use good judgment and follows good and sound common sense for everybody's safety.

14. Placement of traffic cones, warning flags, barriers and lights for streets, highways, or rights-of-way work shall be in accordance with the Department of Transportation rules and regulations.
15. First aid kits will be available in workstations.
16. Texting while operating Town equipment is prohibited.
17. Any additional or modified rules and/or regulations deemed appropriate and approved by the Town Manager.

INJURY AND ACCIDENT REPORTING

PERSONAL INJURY:

1. Employees are responsible for immediately reporting all minor, major, or serious injuries and/or accidents to their supervisors.
2. For emergency and/or serious injuries and/or accidents that require medical treatment, use the Town radio, or call 911.
3. For non-emergency injuries and/or accidents that require a physician's treatment, the employee's supervisor must be notified immediately.
4. The Department Director and supervisor will review the injury report and forward it to the personnel office within twenty-four (24) hours of the accident. If the injury occurs on a Saturday, Sunday or a holiday, the injury report should be forwarded to the personnel office the next regular workday.
5. The personnel office will process the injury report forms as required by State Law and will then forward a dated copy to the Safety Coordinator.
6. The Safety Coordinator will present the injury report at the Quarterly Safety Committee meeting, or sooner if possible, for evaluation or investigation, as needed, for possible corrective action recommendation.
7. Failure to report an injury and/or accident within twenty-four (24) hours of its occurrence, or the next regular workday, if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

PROPERTY DAMAGE/OTHER LIABILITY ACCIDENTS:

1. If public or private property, Town vehicles or equipment are damaged, the employee must notify his/her supervisor as soon as possible.

2. If an accident involves Town vehicles, the appropriate law enforcement agency and the employee's supervisor must be notified immediately.
3. Employees shall not leave the scene of the accident until the investigating officer so authorizes.
4. A copy of the accident report will be sent to Town Manager's Office
5. The supervisor investigates and reports the accident to the Department Director.
6. The Department Director will notify the Town Clerk's Office of property damage and other liability damage.
7. The Town Clerk's Office will process the accident forms and will then send them to the Town's insurance company, if appropriate.
8. Failure to report an accident within twenty-four (24) hours of its occurrence, or the next regular workday if applicable, will result in disciplinary action in accordance with the Town's Personnel Policy Handbook.

NOTE: When an employee is notified by someone in the general public that they have incurred property damage as a result of something to do with the Town, the employee should refer these calls/inquiries to their immediate supervisor so that all appropriate information may be obtained.

ACCIDENT INVESTIGATIONS:

All accidents will be reported immediately to the supervisor and Department Director. The supervisor or Department Director will then notify the Town Manager's Office. The Department Director or safety committee will conduct a thorough investigation and the following procedures must be followed:

1. Check the scene and carefully examine where the accident occurred. Reconstruct the chain of events leading up to the accident. If necessary, draw a diagram or take photographs.
2. Make notes on all facts that may relate to the cause of the accident such as unsafe conditions, misuse of equipment, faulty equipment or other factors which are not in accordance with work rules or safety policies.
3. Collect evidence, interview witnesses, record names, addresses and phone numbers.

4. Interview the employee, if possible, regarding all facts related to the accident to ensure that the information accurate.

DRIVER LICENSE REVIEW

The Town of Dundee reserves the right to periodically review the driving history of its employees.

DEPARTMENTAL POLICIES

Each department may establish additional safety policies that are department specific and do not conflict with the Town's Safety Policy Handbook.

APPENDIX A DRUG FREE WORKPLACE PROGRAM

I. STATEMENT OF POLICY

The Town of Dundee acknowledges the problem of substance abuse in our society. Furthermore, we see substance abuse as a serious threat to our Town employees and residents. We are addressing this problem through this new substance abuse policy to ensure the Town will have a drug-free workplace. This policy is implemented pursuant to the Drug Free Workplace Program requirements under the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Florida Statute 440.102.

Drug addiction can be very complex, yet it is treatable. For this reason, our substance abuse program is targeted at alleviating the problem at the community level by involving both our employees and their families.

While the Town of Dundee understands employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, and drug-free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those who abuse drugs to seek help in overcoming their problem.

With these basic objectives in mind, the Town has established the following policy regarding use, possession, or sale of drugs.

II. DEFINITIONS

- A. "Legal Drug" - includes prescribed drugs, alcohol, and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose that they were prescribed or manufactured.
- B. "Illegal Drug" - any drug: a) which is not legally obtainable; b) which may be legally obtainable but has not been legally obtained; or c) which is being used in a manner or a purpose other than as prescribed.

III. POLICY AND WORK RULE

The Town's policy is to employ a workforce free from the use of illegal drugs, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense. It is a Standard of Conduct of Employees of the Town that employees shall not use illegal drugs. To maintain this Standard, the Town shall establish and maintain the programs and rules set forth herein.

A. General Procedures

An employee reporting to work visibly impaired is unable to properly perform required duties and will not be allowed to work. If possible, the supervisor should first seek his/her supervisor's opinion of the employee's status. Then the supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility, by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor. An impaired employee should not be allowed to drive.

B. Pre-employment Drug Abuse Screening

The Town will conduct pre-employment screening examinations designed to prevent hiring individuals who use illegal drugs or individuals whose use of drugs indicates a potential for impaired or unsafe job performance. The Town will include a Notice of Pre-Employment Drug Testing on all job vacancies.

C. Active Employee Drug Abuse Screening

The Town will maintain screening practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug screen:

1. When there is reasonable suspicion to believe that an employee is using or has used illegal drugs.
2. When there is any mishap or accident involving the employee in which injury to persons requiring medical attention other than first aid or damage to property in excess of one hundred dollars (\$100) has occurred.
3. Upon return from extended absences.
4. As part of any Town required employee physical exam.

D. Job Applicant/Active Employee Testing Information

1. The Town of Dundee is a Drug Free Workplace for the benefit of all Town employees, residents, and the community. Florida law provides for a denial of workers' compensation benefits for employees who are injured while working and, subsequently, test positive [Rule 38F-9.001 (a) and W.C. Act 440.102.5]. The Town of Dundee will not tolerate or subsidize the use of illegal drugs.
2. The following drugs may be tested for under Town policy:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids/Marijuana
 - Methadone
 - Cocaine/Methabolite
 - Opiates
 - Phencyclidine
 - Alcohol
 - Propoxyphene
 - Methaqualone
3. A list of "Drugs Which Could Alter or Affect the Outcome of a Drug Test" and "Drug Use Information" report forms are provided to the job applicant and active employee to assist them when reporting the use of prescription and non-prescription medications. These forms will be provided to the job applicant and active employee both before and after drug testing takes place. The "Drug Use Information" form is confidential and is only to be filled out at the specimen collection site.
4. Job applicants or active employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
5. An employee or job applicant who receives a positive, confirmed drug test result may explain the result to the employer within (5) working days after written notification of the positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the employer, the person may contest the drug test result as provided by sections 38F-9.009.
6. A job applicant or active employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Section 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

7. An active employee refusing to submit to a drug test will be denied workers' compensation medical and indemnity benefits.
8. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the Town as part of this drug testing program, are confidential communications. Unless authorized by state laws, rules or regulations, the Town will not release such information without a written consent form signed voluntarily by the person tested.
9. If it is determined the employee is under the influence of drugs or alcohol when an accident occurs, the Town of Dundee will be reimbursed by the employee for all expenses that may have been paid prior to that determination.

E. Employee Assistance Program

Recognizing that there may be employees who have a drug or alcohol problem, the Town stands willing to assist in the resolution of that problem and encourages effected employees to seek help through the Town's designated Employee Assistance Program (EAP). The EAP will be implemented to provide counseling and/or rehabilitative services. A Town employee may be referred to the EAP for drug abuse counseling and/or rehabilitation as a condition of continued employment. Time off to attend EAP will be non-compensated time by the Town.

F. Grounds for Termination or Discipline

An employee bringing onto the Town's premises or property, having possession of, being under the influence of, possessing in the employee's body, blood or urine, any amount of controlled substances or alcohol equal to or greater than the minimum levels established by the Department of Health and Rehabilitative Services, or using, consuming, transferring, manufacturing, selling or attempting to sell or transfer any form of illegal drug as defined above while on Town business or at any time during the hours of the employee's work day, whether on duty or not, and whether on Town business, property or not, is guilty of misconduct and is subject to discipline including discharge or suspension without pay from employment, even for the first (1st) offense. Failure to submit to required medical or physical examinations or tests, is misconduct and is grounds for discharge and loss of all workers' compensation benefits.

112.3135. Restriction on employment of relatives

FL ST § 112.3135 | West's Florida Statutes Annotated | Title X. Public Officers, Employees, and Records
(Chapters 110-123) | Effective: July 1, 2011

Search Details


Jurisdiction: Florida

Delivery Details

Date: May 22, 2024 at 7:12 PM

Delivered By: seth claytor

Client ID: DUNDEE-HANDBOOK

Status Icons: 

112.3135. Restriction on employment of relatives, FL ST § 112.3135

[West's Florida Statutes Annotated](#)[Title X. Public Officers, Employees, and Records \(Chapters 110-123\)](#)[Chapter 112. Public Officers and Employees: General Provisions \(Refs & Annos\)](#)[Part III. Code of Ethics for Public Officers and Employees \(Refs & Annos\)](#)

West's F.S.A. § 112.3135

112.3135. Restriction on employment of relatives

Effective: July 1, 2011

[Currentness](#)

(1) In this section, unless the context otherwise requires:

(a) "Agency" means:

1. A state agency, except an institution under the jurisdiction of the Board of Governors of the State University System;
2. An office, agency, or other establishment in the legislative branch;
3. An office, agency, or other establishment in the judicial branch;
4. A county;
5. A city; and
6. Any other political subdivision of the state, except a district school board or community college district.

(b) "Collegial body" means a governmental entity marked by power or authority vested equally in each of a number of colleagues.

112.3135. Restriction on employment of relatives, FL ST § 112.3135

(c) “Public official” means an officer, including a member of the Legislature, the Governor, and a member of the Cabinet, or an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.

(d) “Relative,” for purposes of this section only, with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(2)(a) A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in an agency if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the agency, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member. However, this subsection shall not apply to appointments to boards other than those with land-planning or zoning responsibilities in those municipalities with less than 35,000 population. This subsection does not apply to persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide.

(b) Mere approval of budgets shall not be sufficient to constitute “jurisdiction or control” for the purposes of this section.

(3) An agency may prescribe regulations authorizing the temporary employment, in the event of an emergency as defined in [s. 252.34](#), of individuals whose employment would be otherwise prohibited by this section.

(4) Legislators’ relatives may be employed as pages or messengers during legislative sessions.

Credits

Added by Laws 1969, c. 69-106, §§ 15, 35; Laws 1969, c. 69-341, §§ 1 to 3; Laws 1972, c. 72-221, § 70; Laws 1983, c. 83-334, § 3; [Fla.St.1987, § 116.111](#); [Laws 1989, c. 89-67, § 1](#); [Laws 1990, c. 90-502, § 4](#). Amended by [Laws 1994, c. 94-277, § 2, eff. Jan. 1, 1995](#); [Laws 1995, c. 95-147, § 1407, eff. July 10, 1995](#); [Laws 1998, c. 98-160, § 1, eff. May 22, 1998](#); [Laws 1999, c. 99-2, § 42, eff. June 29, 1999](#); [Laws 2007, c. 2007-217, § 11, eff. July 1, 2007](#); [Laws 2011, c. 2011-142, § 47, eff. July 1, 2011](#).

112.3135. Restriction on employment of relatives, FL ST § 112.3135

[Notes of Decisions \(70\)](#)

West's F. S. A. § 112.3135, FL ST § 112.3135

Current with laws, joint and concurrent resolutions and memorials through May 6, 2024, in effect from the 2024 first regular session. Some statute sections may be more current, see credits for details. The statutes are subject to change as determined by the Florida Revisor of Statutes. (These changes will be incorporated later this year.)

End of Document

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TOWN COMMISSION MEETING

June 11, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, JUNETEENTH TEMPORARY ROAD CLOSURES
SUBJECT:	Town Commission will consider temporary road closures for the Juneteenth parade.
STAFF ANALYSIS:	Staff is requesting approval to temporarily close Center St on the west side of Town Hall, Dundee Rd from Center St to Dr. Martin Luther King Jr St and Dr. Martin Luther King Jr St from Dundee Rd to Lincoln Ave on June 26, 2024. Staff will close these roads at 2:30PM with an estimated reopening by 4:00PM. Dundee Rd will reopen as soon as the parade is completely on Dr. Marting Luther King Jr. St.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Route Map





322



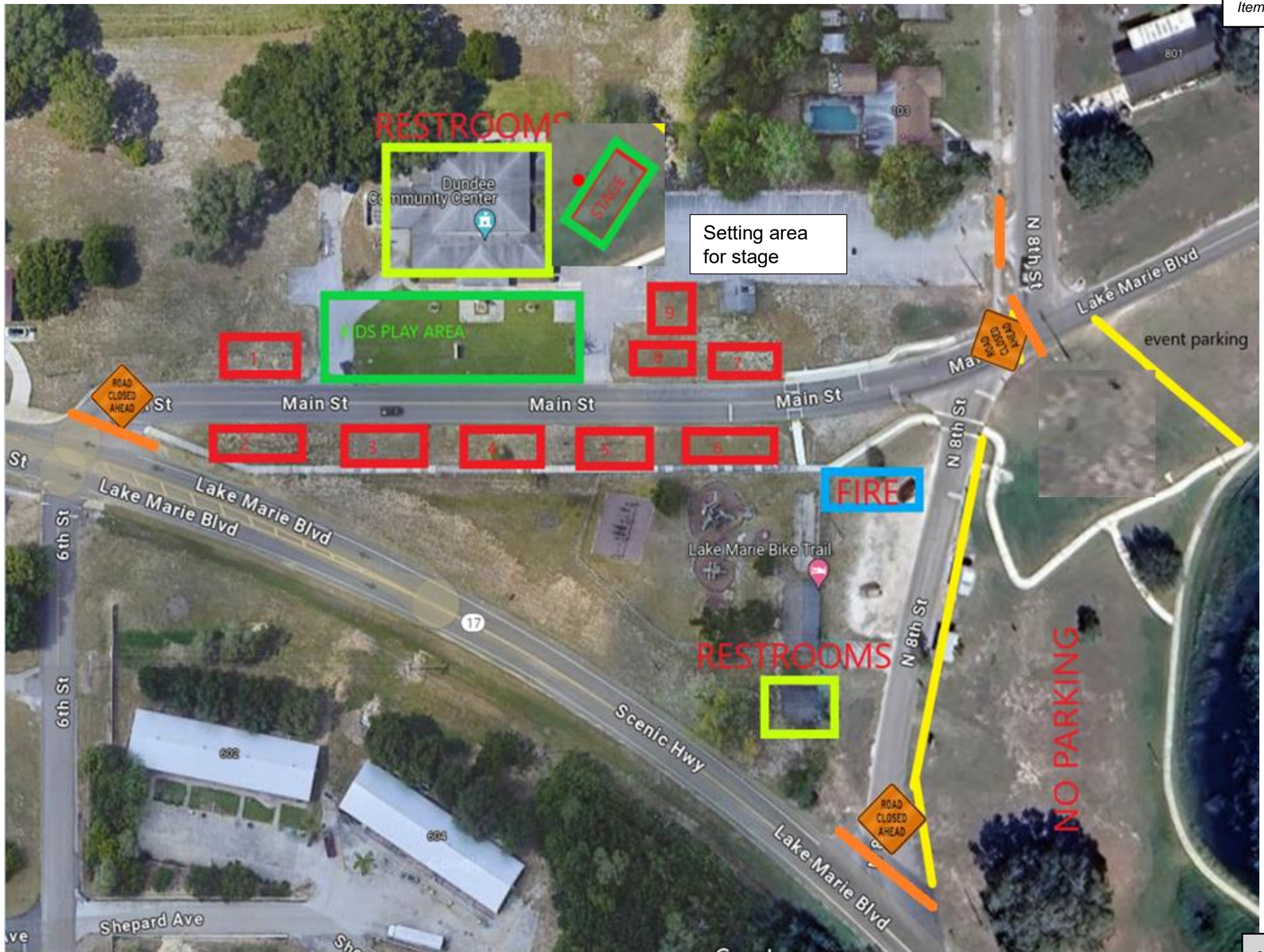
TTC/MOT 20F2



TOWN COMMISSION MEETING

June 11, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, JULY 4TH TEMPORARY ROAD CLOSURES
SUBJECT:	Town Commission will consider temporary road closures for the July 4 th celebration.
STAFF ANALYSIS:	Staff is requesting approval to temporarily close Lake Marie Dr and a section of 8 th St N for the Town's Centennial July 4 th Celebration event on Thursday, July 4, 2024 from 2:00PM until 11:00PM. This will require detours for drivers traveling on State Road 17 and Main St. They will travel to Center St to go west or detour to Lake Trask Rd if they are going east. This area will be closed to allow for safe passage from the event parking area to the event/food vendors located at the Dundee Community Center at 603 Lake Marie Blvd.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Route Map





4th of July
EVENT
TTC/MOT
2024



TOWN COMMISSION MEETING

June 11, 2024 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, BRUSH TRUCK SKID UNIT
SUBJECT:	Town Commission will consider quotes received for the skid unit
STAFF ANALYSIS:	The Skid unit is the firefighting component of the brush truck. It consist of a tank, pump, motor, and hose reel. The current hose reel and pump/motor need to be replaced .
FISCAL IMPACT:	\$8,100
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Quote sheets Grant confirmation

**TOWN OF DUNDEE
PRICE QUOTE SHEET**

DATE: 5/06/2024DEPARTMENT: FireNAME OF PERSON SECURING THE QUOTE: Joseph CarboneGENERAL DESCRIPTION OF ITEM: Skid unit for Brush 61Vendor Selected: **VENDOR #1**COMPANY NAME: Fire Safety USACONTACT NUMBER: 507-529-8444PRICE: 16995.00

COMMENTS: _____

NAME OF REPRESENTATIVE: Carol CLareySHIPPING: 0Vendor Selected: **VENDOR #2**COMPANY NAME: Firefighting SupplyCONTACT NUMBER: 888-984-9785PRICE: 19915.56

COMMENTS: _____

NAME OF REPRESENTATIVE: General RepSHIPPING: 1000.00Vendor Selected: **VENDOR #3**COMPANY NAME: Fire PennyCONTACT NUMBER: 708-995-1241PRICE: 19712.50

COMMENTS: _____

NAME OF REPRESENTATIVE: General RepSHIPPING: 0

DEPARTMENT DIRECTOR/SUPERVISOR: _____

FINANCE DIRECTOR APPROVAL: _____

TOWN MANAGER APPROVAL: _____

ADDITIONAL COMMENTS: _____

SOLE SOURCE JUSTIFICATION: _____

DATE: 5/6/24DATE: 5/6/24DATE: 5/6/24



FIRE SAFETY USA, INC
 3253 19TH STREET NW
 ROCHESTER, MN 55901
 507-529-8444: PHONE
 507-529-8111: FAX

Quote

Date	Quote #
4/16/2024	100471

Name / Address	
TOWN OF DUNDEE	
Customer Phone	
Customer Fax	

Rep
ADAM

Qty	Item	Description	Cost	Total
1	SM-PFP-20HPHN...	SKID MOUNTED PUMP HONDA 20HP ELECTRIC START	4,895.00	4,895.00
1	FUEL TANK 3 GAL	3 GALLONS FUEL TANK WITH HOLDER	295.00	295.00
1	WT300-00	CET WATER TANK, 300 GALLONS	4,750.00	4,750.00
1	EF-403817-18E	HANNAY BOOSTER HOSE REEL - ELECTRIC	3,750.00	3,750.00
1	AR100R100-NH100	ARMORED REEL BOOSTER HOSE, 1" NH X 100'	795.00	795.00
1	SALE	TANK TO PUMP WITH MANIFOLD	2,510.00	2,510.00
jcarbone@townofdundee.com				
Total			\$16,995.00	
Phone #	Fax #	E-mail	Web Site	
507-529-8444	507-529-8111	CAROL.CLAREY@FIRESAFETYUS...	www.firesafetyUSA.com	



Firefighting Supply

Date: May 1, 2024
Invoice #: Price Quote

To: LT Joseph Carbone
Town of Dundee FD
118 Merrill Ave
Dundee, FL 33838

Salesperson	Job	Payment Terms	Due Date
Jeff Braden			
Qty	Description	Unit Price	Line Total
1	DI-PFP-20hpHND-MR - Skid unit	\$ 21,415.56	\$ 21,415.56
	HONDA ENGINE, ELECTRIC 20hp V-TWIN		
	6 gallons fuel tank w/holder		
	300 gallons water tank 96X48"		
	Manifold outlet		
	1" fire type tank fill IPO industrial valve		
	1" Fire type ball valve service line with cap and chain		
	Suction Inlet		
	Standard suction with one 2 1/2" fire grade ball valve		
	Electric rewind hose reel 1" x 150'		
	Set of chrome outriggers w/ 3 way rollers		
	Shipping lift gate required		
	Lead Time 8 Weeks		
		Shipping \$	1,000.00
		Crating Fee \$	-
		Discount \$	(1,500.00)
		Total \$	20,915.56

Make all payments payable to Firefighting Supply
Thank you for your business!
19267 Cottonwood Dr Unit 1112, Parker, Co 80138, 1-888-984-9785
Sales@firefightingsupply.com

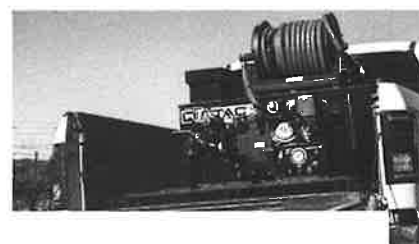


Shop By Brand ▼

FIREPENNY (<https://firepenny.com/>)
FIREFIGHTER EQUIPMENT



Home (<https://firepenny.com/>) ▶ Shop All (<https://firepenny.com/shop-all/>) ▶ Pumps (<https://firepenny.com/shop-all/firefighting-water-pumps/>)
▶ Skid Units (<https://firepenny.com/shop-all/pumps/firefighting-wildland-drop-in-skid-units/>) ▶ QTAC Tsunami Pro Series (<https://firepenny.com/qtac-tsunami-pro-series/>)



OK, 1 ITEM WAS ADDED TO YOUR CART. WHAT'S NEXT?

PROCEED TO CHECKOUT (/CHECKOUT.PHP)

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Order subtotal

\$19,712.50

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CONTINUE SHOPPING

VIEW OR EDIT YOUR CART (/CART.PHP)

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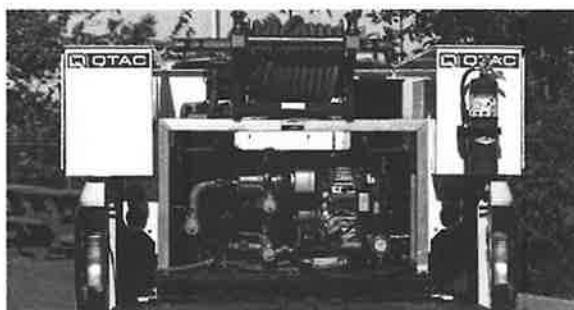
QTAC

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- ☐ 200G Short bed, Manual Hose Reel
- ☐ 200G Short bed, Electric Hose Reel
- ☐ 250G Short bed, Manual Hose Reel
- ☐ 250G Short bed, Electric Hose Reel
- ☐ 250G Long bed, Manual Hose Reel
- ☐ 250G Long bed, Electric Hose Reel
- ☐ 300G Long bed, Manual Hose Reel
- ☐ 300G Long bed, Electric Hose Reel
- ☐ 350G Long bed, Manual Hose Reel
- ☐ 350G Long bed, Electric Hose Reel
- ☐ 400G Long bed, Manual Hose Reel
- ☐ 400G Long bed, Electric Hose Reel

Pump: Required

- ☐ Waterax Versax 9
- ☐ Waterax Striker 2
- ☐ Waterax Striker 3
- ☐ Waterax BB4

Foam: Required

SHOW SIDEBAR +



(https://firepenny.com/Glas_Master_Glass_Removal_Tool_p/GLAS-MASTER.htm)

Somer
(<https://firepenny.com/Somer-16-mir>)

- ☐ 2.5G Foam System
- ☐ none

Item 6.

Hose: Required

- ☐ 50' x 3/4" ID Black Rubber (Standard)
- ☐ 100' x 3/4" ID Black Rubber
- ☐ none

Quantity:

-

1

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ADD TO CART

ADD TO WISH LIST

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Order subtotal

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- Hose tray
- Waterax control panel
- Forklift runners

REVIEWS



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(https://firepenny.com/Glas_Master_Glass_Removal_Tool_p/GLAS-MASTER.htm)

SHOW SIDEBAR +

RELATED PRODUCTS

Item 6.



(https://firepenny.com/Firepro_Permanent_Mount_Monitor_FP1-125.htm)



(https://firepenny.com/Firepro_Portable_Mount_Monitor_FPPM-125.htm)



(https://firepenny.com/Firepro_Truck_Mount_Monitor_FPTM-125.htm)



QTAC

QTAC Tsunami Performance Series
(<https://firepenny.com/qtac-tsunami-performance-series/>)

SKU: QTAC-TPS

\$9,612.75

FIREPRO

Firepro Permanent Mount Monitor
(https://firepenny.com/Firepro_Permanent_Mount_Monitor_FP1-125.htm)

SKU: PRO-FP1-125

\$1,005.00

FIREPRO

Firepro Portable Mount Monitor
(https://firepenny.com/Firepro_Portable_Mount_Monitor_FPPM-125.htm)

SKU: PRO-FPPM-125

\$2,005.00

FIREPRO

Firepro Truck Mount Monitor
(https://firepenny.com/Firepro_Truck_Mount_Monitor_FPTM-125.htm)

SKU: PRO-FPTM-125

\$2,105.00

FIREPRO

Firepro Permanent Waterway, 1" Outlet Monitor (https://firepenny.com/Firepro_Permanent_Mount_Monitor_FPTM-125.htm)

SKU: PRO-FPTM-125

\$2,105.00

OK, 1 ITEM WAS ADDED TO YOUR CART. WHAT'S NEXT?

CHO

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VIEW OR EDIT YOUR CART (/CART.PHP)

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Some of the most common uses for the Master Glass Removal Tool are to remove the glass from a vehicle's windshield or to remove the glass from a vehicle's side window. The Master Glass Removal Tool is a versatile tool that can be used in a variety of situations. For more information, please visit our website at https://firepenny.com/Glas_Master_Glass_Removal_Tool_p/GLAS-MASTER.htm.

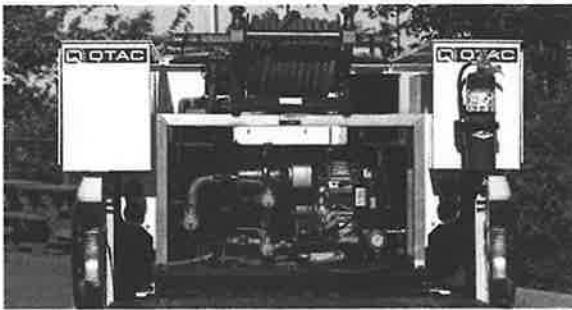
(https://firepenny.com/Glas_Master_Glass_Removal_Tool_p/GLAS-MASTER.htm)

SHOW SIDEBAR +

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-- Or use --



Order subtotal

\$19,712.50

Your cart contains 1 item

[CONTINUE SHOPPING](#)

[VIEW OR EDIT YOUR CART \(/CART.PHP\)](#)



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(https://firepenny.com/Glas_Master_Glass_Removal_Tool_p/GLAS-MASTER.htm)

[SHOW SIDEBAR +](#)

Form AD-1047 (1/92)


U. S. DEPARTMENT OF AGRICULTURE

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
Dundee Fire Department	Brush Truck
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Joseph Carbone	Fire Chief
SIGNATURE	DATE
	



Florida Department of Agriculture and Consumer Services
Florida Forest Service

Item 6.

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

**WILTON SIMPSON
COMMISSIONER**

LEGAL NAME Town of Dundee Fire Department		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County)	
ADDRESS 118 Merrill Ave		Municipal	
CITY Dundee		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT:	
STATE FL	ZIP 33838		
COUNTY Polk	COUNTY # 63		
EMPLOYER IDENTIFICATION NUMBER (EIN)			
5 9 - 6 0 0 0 3 0 9			

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, NAME OF TOWN: Dundee		WHAT IS THE FIRE DEPARTMENT ISO RATING? 3	
POPULATION OF TOWN: 6000		IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
PROTECTED AREA: EST. POPULATION: 6400 SIZE: (SQ. MILES) 14		CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 4 Miles	
		NAME OF FIRE DEPARTMENT: Polk County	

NUMBER OF FIREFIGHTERS: PAID: 6 VOLUNTEERS: 6		HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 38 OTHER: 1001		IF YES, WHERE? Florida Department of Agriculture	
NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 6 WILDLAND FIREFIGHTER II 		AMOUNT: \$ 6,375.00	
		LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ 742,173.00	

LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Pumper	Salsbury/2002	1500	500
Pumper	Pierce/1992/Dash	1250	700
Quint	E-One/1996/Snorkel	1000	300
Brush Truck	Ford/2002	250	300

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:		
FEDERAL	\$8,100.00	NUMBER	DESCRIPTION	AMOUNT
APPLICANT	\$8,100.00	1	20 HP Honda Pump	\$ 4,895.00
COUNTY	\$0.00	1	3 Gallon Fuel Holder	\$ 295.00
TOTAL	\$16,200.00	1	300 Gallon Water Tank	\$ 4,750.00
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)		1	Hannay Electric Booster Reel	\$ 3,750.00
		1	Tank To Pump With Manifold	\$ 2,510.00

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative Joseph A Carbone	Title Fire Chief	Telephone Number: (863) 419-3104 FAX: ()
Signature of Authorized Representative 	Date Signed and Submitted 04/17/2024	Email: Jcarbone@townofdundee.com

FDACS-11484 Rev. 03/06

Form AD-1047 (1/92) (REVERSE)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

OMB Approval No. 0348-0040

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for


research, teaching, or other activities supported by this assistance.

Item 6.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE <i>Fire Chief</i>	
APPLICANT ORGANIZATION <i>Durham Fire Department</i>		DATE SUBMITTED <i>4/25/24</i>	

V, B-6 (02/05)
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FLORIDA DEPARTMENT
OF AGRICULTURE AND
CONSUMER SERVICES

FLORIDA FOREST SERVICE

FOREST PROTECTION BUREAU



VFA Grant Approval Notice

PAGES: 1 of 2

TO: Volunteer Fire Assistance Grant Recipient

FROM: Kasie Crowe, Fire Resource Manager

PHONE: (850) 681-5918

FAX: (850) 681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "**AMOUNT APPROVED**" column lists the amount that was approved to spend, the column marked "**FED COST SHARE (50%)**" is the total possible **to be reimbursed**. The recipient can spend up to the approved amount but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. **Invoices must be stamped paid, marked "all items received" and indicate a check number or payment type.**

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants - Room 290
Florida Forest Service
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

The **Certificate of Expenditure** must be **signed and notarized** and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: <http://forms.freshfromflorida.com/11485.pdf>. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

2022 APPROVED FEDERAL COST SHARE

14 Polk

Town of Dundee Fire Dept.

AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
\$16,200	\$8,100.00	5	20 HP Pump, Fuel Holder, 300 Gallon Tank, Booster Reel, Manifold
FIRE DEPT. TOTAL			\$8,100.00