

# TOWN COMMISSION MEETING AGENDA

# AMENDED

# January 14, 2025 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 JANUARY 14, 2025

- A. MINUTES
  - 1. December 10, 2024 TC Regular Meeting
- **B. AGREEMENTS**
- C. BOARD APPOINTMENTS AND RESIGNATIONS
  - 1. Visioning Committee Resignation Alethea Pugh

# APPROVAL OF AGENDA

# PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

**<u>1.</u>** PROCLAMATION, MARTIN LUTHER KING JR. DAY

### **NEW BUSINESS**

- 2. DISCUSSION & ACTION, ORDINANCE 25-01, AMENDING SECTION 18-1 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FL
- 3. DISCUSSION & ACTION, RESOLUTION NO. 25-01, CITY OF LAKE ALFRED CCNA 23-01 PIGGYBACK FOR GIS SERVICES WITH ROBERT A. STEVENS AND ASSOCIATES, INC.
- 4. DISCUSSION & ACTION, EMERGENCY RESOLUTION 25-02, DEVELOPMENT SERVICES BUILDING REPAIRS
- 5. DISCUSSION & ACTION, HARDSHIP ORDER NO. 01-24 FOR WOODLAND RANCH ESTATES PROJECT
- 6. DISCUSSION & ACTION, RFP 24-09 EMERGENCY GENERATOR, DUNDEE COMMUNITY CENTER
- 7. DISCUSSION & ACTION, RFP 24-10 EMERGENCY GENERATOR, ECONO LIFT STATION
- 8. DISCUSSION & ACTION, IFB 24-11 GRAPPLE TRUCK/LIGHTNING LOADER PURCHASE
- 9. DISCUSSION & ACTION, TOWN MANAGER RESIGNATION
- **10.** DISCUSSION & ACTION, SELECTION OF INTERIM TOWN MANAGER

# **REPORTS FROM OFFICERS**

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

# ADJOURNMENT

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

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



# TOWN COMMISSION MEETING January 14, 2025 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:	<ul> <li>The consent agenda for the meeting of January 14, 2025 contains the following:</li> <li>A. Minutes <ol> <li>December 10, 2024 Town Commission Regular Meeting</li> </ol> </li> <li>B. Agreements</li> <li>C. Board Appointments and Resignations <ol> <li>Visioning Committee Resignation – Alethea Pugh</li> </ol> </li> </ul>	
STAFF RECOMMENDATION:	Staff recommends approval	
ATTACHMENTS:	December 10, 2024 TC Regular Meeting Minutes	

Item A.



# TOWN COMMISSION MEETING MINUTES

December 10, 2024 at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Vice Mayor Goddard

# **RECOGNITION OF SERGEANT AT ARMS** – Sgt. Carlos Raymondi

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

ROLL CALL taken by Town Clerk O'Neill

PRESENT

Commissioner Quarles

Commissioner Richardson

Vice-Mayor Goddard

Mayor Pennant

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

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

Drecextel Robinson, 612 Dr. Martin Luther King Street, Dundee, made comments.

Rafael Jaramarillo, 903 Dr. Martin Luther King Street, Dundee, expressed concern about property values decreasing for properties between Garrison, Lincoln, and Dr. Martin Luther King Street

Michelle Thompson, 406 4<sup>th</sup> Street South, Dundee, asked for an update on the FY 2023 audit. Town Manager Davis responded with the updated timeline.

# APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR DECEMBER 10, 2024

The minutes being reviewed include minutes from the following meetings:

1. 11/12/2024 Town Commission Regular Meeting

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

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

Item B.

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

Motion passed unanimously.

The agreements on the Consent Agenda for consideration and approval include the following:

- 1. Interagency Agreement Between the Polk County Sheriff's Office and the Dundee Fire Department for Criminal Justice Information Exchange and Computer Usage
- 2. Zambelli Fireworks Manufacturing Company 11/22/2024 Agreement for December 20<sup>th</sup> event

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

Rafael Jaramarillo, 903 Dr. Martin Luther King Street, Dundee, asked for clarification about the fireworks contract.

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

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

Motion passed unanimously.

# PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

# A. RECOGNITION, SERVICE AWARD PRESENTED TO STEVEN GLENN

Mayor Pennant presented Mr. Steve Glenn with a plaque and special recognition award for his eleven years of service from 2013-2024.

Chief Joe Carbone presented Mr. Steve Glenn with a special gift from the Dundee Fire Department.

Vice Mayor Goddard, Commissioner Richardson, Commissioner Quarles, and Mayor Pennant wished Mr. Glenn all the best in his future endeavors and thanked him for his service to the Town of Dundee.

# B. PROCLAMATION, TOWN OF DUNDEE CENTENNIAL YEAR PROCLAMATION

Mayor Pennant read the Centennial Proclamation. Receiving the proclamation was former Mayor and Commissioner Mr. Kevin Kitto.

# C. MOTION TO RECESS

A motion for a 10-minute recess was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

All in favor. The motion passed. The 10-minute recess began at 7:01pm, and the meeting was reconvened at 7:11pm.

# **NEW BUSINESS**

# **APPROVAL OF AGENDA**

Mayor Pennant asked the Town Manager if there were any changes to the agenda. The Town Manager noted the following changes:

• Items 5, 17, and 18 were added to the agenda.

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

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

Motion passed unanimously.

# 1. DISCUSSION & ACTION, SEAT 2 APPOINTMENT

Mayor Pennant asked the Town Clerk to present the applications submitted by the five applicants for the delegation to view. The Mayor noted the names of the applicants, which included Alethea Pugh, Annette Wilson, Jessica Farler, Kevin Kitto, and Jacob Reuter. Four of the five applicants were in attendance. Mr. Reuter was not present.

The Mayor reviewed the applicant responses for the benefit of the delegation.

The Mayor opened the floor for public comment.

Drecextel Robinson, 612 Dr. Martin Luther King, Jr. Street, Dundee, asked the Commission about the selection process. The Mayor noted that the information provided on the applications is being used to evaluate applicants.

The Mayor closed the floor to public comment.

The Mayor explained that a vote would be taken for each applicant, starting with Ms. Pugh.

The Mayor opened the floor for a motion to appoint Alethea Pugh for the remainder of the term for Seat 2 of the Town Commission. The motion was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

**Opposed:** Commissioner Richardson

The motion passed.

Assistant Town Attorney Seth Claytor administered the Oath of Office to Ms. Alethea Pugh.

# 2. DISCUSSION & ACTION, NORTHEAST CHAMBER OF COMMERCE MEMBERSHIP

Town Manager Davis provided the analysis.

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

A motion was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

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

The motion passed unanimously.

The meeting was recessed at 7:39pm and was reconvened at 7:44pm.

# 3. DISCUSSION & ACTION, ORDINANCE 24-11, VOLUNTARY ANNEXATION RICHARDS AT LAKE ANNIE, 2<sup>ND</sup> READING

Assistant Town Attorney read Ordinance 24-11 by title into the record.

Development Services Director, Lorraine Peterson, provided the analysis. The Town of Dundee received a petition for annexation of property which is intended for commercial use and called Richards at Lake Annie, which consists of 67.8+/- acres, in March 2024. This is the public hearing and second reading of Ordinance 24-11.

Ms. Petersen reviewed presentation slides for the property proposed for annexation. Attorney Claytor noted that, as a condition of the agreement(s) entered into between Polk County and the Town of Dundee for the transfer of certain rights-of-way, the Town must take any necessary and further action(s) in order to preserve the uninterrupted use of and/or access to the boat ramp on Lake Annie which is located on real property immediately adjacent to the subject real property.

TC Regular Meeting, December 10, 2024 at 6:30 p.m.

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

A motion to approve with conditions Ordinance 24-11 at second reading/public hearing, an Ordinance for the voluntary annexation for Richards at Lake Annie, a request by the applicant Benjamin E. Crosby, was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 4. DISCUSSION & ACTION, RESOLUTION 24-27, SHORES OF LAKE DELL FINAL PLAT

Attorney Claytor read Resolution 24-27 by title into the record.

Development Services Director, Lorraine Peterson, provided the analysis. Ms. Petersen reviewed presentation slides for the Shores of Lake Dell subdivision, including concurrency information. Ms. Petersen further noted that the proposed final plat meets the requirements of Florida Statutes, the Code of Ordinances, and the Land Development Code, and that the applicant is providing a maintenance bond for the project.

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

A motion to approve Resolution 24-27, a resolution for the Final Plat of Shores of Lake Dell Subdivision, a request by the applicant, TBHG, LLC, was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 5. DISCUSSION & ACTION, WOODLAND RANCH ESTATES HARDSHIP APPLICATION

Attorney Claytor provided a brief background related to *Town of Dundee Ordinance No. 24-09* implementing the moratorium. Attorney Claytor explained that *Ordinance No. 24-09* provides two (2) "off ramps" one (1) for vested rights and one (1) for hardship.

Attorney Claytor reviewed Section 5 of Ordinance 24-09, which details the criteria for hardship.

Applicant, George Lindsey, representing Woodland Ranch Estates, 4900 Dundee Road, Dundee, FL 33884, made an appeal to the Town Commission to be exempted from the moratorium based on extraordinary hardship(s). Mr. Lindsey read page 2 of the application narrative as presented to the Town Manager, Tandra Davis, dated December 2, 2024.

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

Mr. Lindsey acknowledged and agreed that, in the event the Town Commission grants the hardship, the applicant waives any and all statutory development review timelines for *development orders* and *development permits* which are otherwise applicable in accordance with Florida law.

Vice Mayor Goddard asked for clarification about the fiscal impact. Mr. Lindsey noted that the loan documents were executed prior to *Ordinance 24-09*.

Discussion ensued relating to agricultural well transfers. Mayor Pennant stated that the Town needs to not only look out for providing water to new residents but to the current residents.

Mr. Lindsey stated that he is not requesting any relief which is not contemplated in *Ordinance No. 24-09*; and, pursuant to *Ordinance No. 24-09*, administrative review(s) cannot proceed without the approval of the Town Commission.

Mr. Lindsey appealed to the Town Commission to authorize and direct Town staff to proceed with reviewing the applicable plans and submittals for the Woodland Ranch Estates Phase 1 (i.e., identified in the applicable Certified Subdivision Plan as consisting of Phase 1 & 2); and, unless and until the Town of Dundee receives a credit to its Water Use Permit (WUP) from SWFWMD, the applicant acknowledges and accepts that no approval(s) resulting in the issuance of a *development order* and/or *development permit* shall be issued by the Town of Dundee.

Mr. Lindsey stated that, for purposes of any credit received by the Town for its WUP, the applicant accepts the amount(s) (gallons per day) approved by SWFWMD.

Attorney Claytor reviewed two (2) tiers of projects which are identified in *Ordinance No.* 24-09; and, pursuant to the terms of *Ordinance No.* 24-09, the Woodland Ranch Estates Phased development is the first Tier Two project that is coming forward with a hardship application for consideration.

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

Vice Mayor Goddard asked Attorney Claytor if there was anything else that the Town Commission should consider for purposes of evaluating the instant hardship application. Mr. Lindsey discussed and reviewed average daily usage for three (3) of the agricultural wells which the applicant transferred and/or allocated to the Town of Dundee; and Mr. Lindsey informed the Town Commission that all phases of the Woodland Ranch Estates development will require approximately 146,000 GPD (approximately 250,000 GPD less than the current permitted capacity for the transferred agricultural wells).

Ms. Peterson stated that SWFWMD determines, in its sole discretion, whether a credit will be provided for the subject agricultural wells; and, if SWFWMD determines, in its sole discretion, that a credit is applicable, SWFWMD will also determine, in its sole discretion, the amount of the credit to the Town's WUP.

Ms. Peterson stated that there is no certainty or guarantee that SWFWMD will provide a credit to the Town's WUP arising out of the transfer and/or allocation of the subject agricultural wells; however, Ms. Peterson is confident

that, in the event the Town of Dundee receives a credit to its WUP for the subject agricultural wells, the credit will more likely than not provide sufficient capacity (i.e., GPD) for the proposed Woodland Ranch Estates development.

Attorney Claytor noted that the Certified Subdivision Plan provides for Phases I and II; however, any plat reviewed for the subject development will be titled Phase I (alternatively Phase East and/or Phase West).

Mayor Pennant requested that final approval(s) must be subject to and/or contingent on the Town of Dundee receiving from the SWFWMD a credit to the Town's WUP (i.e., the credit must be received and allocable).

Mr. Lindsey requested that the Town Commission make a motion to direct and authorize Town staff to review the proposed Woodland Ranch Estates Phase I; however, no *development order(s)*, *development permit(s)*, and/or further review(s) shall be authorized unless and until the Town of Dundee receives allocable credited capacity to the Town's WUP arising out of the applicant's transfer of agricultural wells.

Attorney Claytor stated that, if the Town Commission grants the subject hardship, an order will be drafted which identifies the authorization(s) and condition(s) identified by the Town Commission which includes, but shall not be limited to, the applicant's waiver of any and all statutory development review timelines for *development orders* and *development permits* which are otherwise applicable in accordance with Florida law.

Mayor Pennant clarified that review of Phase I may proceed; however, the Woodland Ranch Estates development shall not receive vested entitlements unless and until the Town of Dundee receives allocable credited capacity from SWFWMD to the Town's WUP arising out of the agricultural wells transferred by the applicant to the Town of Dundee.

Attorney Claytor requested direction as to whether the Town Commission is authorizing the Town Manager to execute the order on behalf of the Town of Dundee; or, in the alternative, whether the Town Commission is directing the Town Attorney to draft an order for consideration at the next regularly scheduled Town of Dundee Town Commission meeting on January 14, 2025.

The consensus of the Town Commission was to authorize the Town Manager to execute the order; and, at the Town Commission meeting scheduled for January 14, 2025, the Town Commission would ratify the Town Manager's execution of the order.

A motion was made that, pursuant to *Town of Dundee Ordinance 24-09*, *Section 5*, *Subparagraph I*, to authorize and direct the Town Attorney to prepare an Order Approving the Hardship for the Woodland Ranch Estates Phase I (the "Order") in accordance with the authorization(s) and condition(s) identified by the Town Commission which includes, but shall not be limited to, the applicant's waiver of any and all statutory development review timelines for *development orders* and *development permits* which are otherwise applicable in accordance with Florida law; and, for purposes of determining whether the applicant has any vested development entitlements, the Order shall TC Regular Meeting, December 10, 2024 at 6:30 p.m.

provide that, unless and until the Town of Dundee receives allocable credited capacity from SWFWMD to the Town WUP arising out of the applicant's transfer of the subject agricultural wells, neither the applicant and/or the Woodland Ranch Estates Phased development shall receive any *development order(s)*, *development permit(s)*, and/or vested development entitlements. Once the Order is executed by the Town of Dundee, the Town Commission authorizes and directs Town staff to proceed with the review of the proposed plans and/or proposed plat for the Woodland Ranch Estates Phase I development.

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

Motion passed unanimously.

# 6. DISCUSSION & ACTION, PARKS AND RECREATION ENCLOSED TRAILER

Public Works Director, John Vice, provided the analysis.

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

A motion to approve the purchase of an enclosed trailer for the Parks and Recreation Department in the amount of \$7,662.00 was made by Commissioner Richardson, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 7. DISCUSSION & ACTION, STREETS DIVISION ENCLOSED TRAILER

Public Works Director, John Vice, provided the analysis.

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

A motion to approve the purchase of an enclosed trailer for the Parks and Recreation Department in the amount of \$7,662.00 was made by Commissioner Richardson, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 8. DISCUSSION & ACTION, ROAD CLOSURE, DECECMBER 20TH MOVIE NIGHT AT THE DUNDEE COMMUNITY CENTER

Town Manager Davis provided the analysis.

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

A motion to approve the road closure for the December 20<sup>th</sup> Movie Night was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

TC Regular Meeting, December 10, 2024 at 6:30 p.m.

# 9. DISCUSSION & ACTION, CCOD EVENT APPLICATION AND ROAD CLOSURE, MARTIN LUTHER KING, JR. DAY PARADE AND BLOCK PARTY ON JANUARY 19, 2025

Town Manager Davis provided the analysis for the road closure for the Dr. MLK Day, Jr. Day Parade and Block Party scheduled for January 19, 2025.

The Mayor opened the floor for public comment.

Drecextel Robinson, 612 Dr. Martin Luther King Street, commented about two CCOD groups within the community. Mr. Robinson asked questions about the funding for this event. Town Manager Davis stated that this special event application does not include a request for funding.

Naeem Ali, 204 Grace Avenue, a representative for the non-profit CCOD, Inc. stated that his group for the past four years has submitted the special event applications each year. Mr. Ali stated that all funds that have been donated in the past have been used expressly for the event.

Commissioner Richardson asked Mr. Ali to try to come together to bring one CCOD.

Mayor Pennant asked the Commission to consider the route for the event.

A motion to approve the road closure for the MLK Day Parade and Block Party on January 19, 2024 was made by Vice Mayor Goddard, seconded by Commissioner Richardson.

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

Motion passed unanimously.

# **10. DISCUSSION & ACTION, BLACK HISTORY MONTH POLE BANNERS**

Town Manager Davis provided the analysis.

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

Discussion ensued about local individuals to highlight on the banners. Ideas included Mr. Smedley, Mayor Pennant, Commissioner Mary Richardson, Ms. Joann Hall. No official decision was made.

A motion to approve the purchase of pole banners for Black History Month was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 11. DISCUSSION & ACTION, HART COMMUNITY SIGN

Town Manager Davis provided the analysis.

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

Attorney Claytor made a comment that staff would need to consider whether the location has any encumbrances and/or matters which may affect title to the underlying real property and review FDOT signage requirements prior to purchase.

Attorney Claytor suggested that the sign is placed in the public right-of-way.

A motion to approve the purchase of a Hart Community Sign in the amount of \$1765, with the Town's share earmarked in the amount of \$500 and the remainder to be paid by CCOD, was made by Vice-Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 12. DISCUSSION & ACTION, FIRE TRUCK REPAIRS

Town Manager Davis provided the analysis. These repairs for Engine 61 were included in budget discussions for FY 2024-25 in an amount of \$30,000.

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

A motion to approve the fire truck repairs by Matheny Fire & Emergency in the amount of \$29,125.83 was made was made by Vice-Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 13. DISCUSSION & ACTION, POLK REGIONAL WATER COOPERATIVE CONSERVATION IMPLEMENTATION AGREEMENT

Utilities Director, Tracy Mercer, provided the analysis. Ms. Mercer noted that once the Town signs the agreement, Dundee becomes a member agency, and as a member agency, a portion of the share in an amount not to exceed \$9,000 becomes the responsibility of the Town.

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

A motion to approve the Polk Regional Water Cooperative Conservation Implementation Agreement was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 14. DISCUSSION & ACTION, TASK ORDER #3, CHA CONSULTING, IMPROVEMENTS TO RINER WATER PLANT

Utilities Director, Tracy Mercer, provided the analysis. Ms. Mercer presented slides that summarized the proposed improvements to the Riner Water Plant. Improvements include a new 250,000 ground storage tank, a third high service pump (for redundancy), a new air-conditioned control/operations building including restroom, electrical

equipment, monitoring and controls, a workstation to log and record pumping data, computer entry, and associated site and civil work in support of improvements.

The funds necessary for the improvements to the Riner Water Plant total an amount not to exceed \$2,348,915.84, and ARPA funds will be used for this project.

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

A motion to approve Task Order #3 with CHA Consulting for improvements to the Riner Water Plant in the amount of \$348,915.84, and to earmark estimated construction costs in an amount not to exceed \$2,000,000, and to authorize the Town Manager and staff to take all necessary actions to terminate the lease agreement with Ridge Community Church was made by Commissioner Quarles, seconded by Vice Mayor Goddard.

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

Motion passed unanimously.

# 15. DISCUSSION & ACTION, UTILITIES DIVISION, BYPASS PUMP PURCHASE THROUGH STATE CONTRACT

Utilities Director, Tracy Mercer, provided the analysis. Ms. Mercer stated that with natural disasters such as hurricanes that cause problems for public water systems, and the purchase of a by-pass pump would provide redundancy sufficient to keep operating during power loss.

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

A motion to approve purchase of a by-pass pump in the amount of \$133,864.62 from a sole source vendor under State contract using ARPA funds was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

# 16. DISCUSSION & ACTION, PURCHASE OF SEWER INSPECTION CAMERA SYSTEM (CCTV INSPECTION CAMERA) FROM FLORIDA STATE PURCHASING CONTRACT

Utilities Director, Tracy Mercer, provided the analysis. Ms. Mercer explained the monitoring technology.

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

A motion to approve purchase of a TV Camera for Sewer Line Inspection at a cost not to exceed \$100,000 from a sole source vendor under State contract using ARPA funds was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

Motion passed unanimously.

### 17. DISCUSSION & ACTION, WINTER HAVEN INTERCONNECT WITH THE TOWN OF DUNDEE

Utilities Director, Tracy Mercer, provided the analysis. Ms. Mercer noted that up to \$500,000 will cover the cost of the pipeline to connect the Winter Haven interconnect to the Riner Water Plant ground storage tank, and the Town of Dundee's fiscal responsibility is half of this amount.

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

A motion to approve the expenditure associated with the construction of the potable water utility line in order to connect to the City of Winter Haven as a sole source purchase in an amount not to exceed \$500,000 was made by Vice Mayor Goddard, seconded by Mayor Pennant.

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

Motion passed unanimously.

# 18. DISCUSSION & ACTION, SPECIAL EVENT APPLICATION FOR BIKE GIVEAWAY, COMMISSIONER MARY RICHARDSON

Mayor Pennant commented that this event does not need to come before the Town Commission as it is not a Townsponsored event. The Mayor noted that the Depot Museum is not a site for rentals. Locations approved as rentals include the Dundee Community Center or the Main Street Center would be appropriate to rent for this event. Discussion ensued about liability with public facility rentals and the importance of differentiating between Townsponsored events and individual events.

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

No action was taken. Town staff was given direction to work with the applicant.

# **REPORTS FROM OFFICERS**

#### Polk

County

### Sheriff's

Office

Detective Raymondi stated that they are looking forward to the parade on December 14<sup>th</sup> and noted that there are two families from Dundee Elementary Academy that will be sponsored

### **Dundee Fire Department**

Fire Chief Carbone provided the call numbers:

- 89 calls
- 61 rescues
- 5 fires
- 3 false alarms
- 11 good intents

TC Regular Meeting, December 10, 2024 at 6:30 p.m.

- 1 hazardous conditions
- 8 public assists
- Year-to-Date Total = 1,072
- 365 total = 1,133 calls

### **Town Attorney**

Attorney Claytor made an appeal to the Town Commission, Town staff, and attendees to utilize decorum and operate using accepted standards of conduct during meetings.

Attorney Claytor noted that pursuant to the Town Charter, Section 3.08, "meetings, rules, and voting," that there are rules that must govern the procedures of Town meetings.

#### **Department Updates**

Town

• Utilities – Melissa Glogowski, Administrative Assistant to Utilities Director and Special Projects Coordinator, welcomed Andrew Stevens to read a letter of commendation dated December 4, 2025 to put on the record the professionalism of the Town of Dundee Utilities staff.

#### Manager

Town Manager Davis announced that the auditor will have all items, including fixed assets, from the Town by Friday, December 13, 2024. Mike Brynjulfson, CPA, is expected to present the audit at the Town Commission meeting on January 14, 2025. Ms. Davis also reminded the Commission of a few upcoming events, including the Ridge League Dinner on Thursday, December 12, 2024, in Auburndale; the Centennial Christmas Parade on Saturday, December 14<sup>th</sup>, 2024, and the Movie Night on Friday thanked Chief Carbone and others that represented on Veterans Day. Ms. Davis announced the Tree Lighting event on December 6<sup>th</sup> at the Dundee Community Center and the Career Expo on December 18<sup>th</sup>. December 14<sup>th</sup> is the Christmas Parade and the Mayor's Toy Drive, and December 20<sup>th</sup> is the Centennial Festival and Movie Night with Santa.

### Commissioners

ADJOURNMENT at 11:06 p.m.

Respectfully submitted,

Lita O'Neill Lita O'Neill, Town Clerk

### **APPROVAL DATE:**

**PUBLIC NOTICE:** Please be advised that if you desire to appeal 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 of Dundee**

♦202 East Main Street ♦ P.O. Box 1000 ♦ Dundee, Florida 33838 ♦ (863) 438-8330

December 26, 2024

Mayor Samuel Pennant Town of Dundee 202 Main Street Dundee, FL 33838-1000

Dear Mayor Pennant,

It has been a pleasure serving the Town of Dundee as an active member on the Visioning Board since August 2024. Due to my recent appointment to Seat #2 of the Town Commission, I am submitting this letter of resignation from the Visioning Board effective immediately.

Thank you for your understanding.

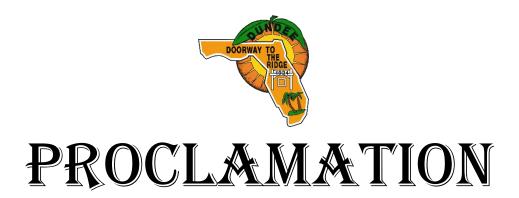
Respectfully,

Alethea D. Pugh

Ms. Alethea Pugh

cc: Ms. Lorraine Peterson, Assistant Town Manager/Development Director Ms. Tandra Davis, Town Manager

AP:lo



**WHEREAS**, the United States has designated the third Monday of January as Martin Luther King, Jr. Day; and

**WHEREAS**, we, in Dundee, Florida wish to honor the Reverend Dr. Martin Luther King, Jr. as the preeminent civil rights leader of our time; and

**WHEREAS**, to achieve the traditional American goals of personal freedom and equal rights for all, Dr. King preached to all – the poor and discriminated against as well as the privileged – his gospel of nonviolence and peaceful protest; and

**WHEREAS**, Dr. King was an eloquent speaker whose "I Have a Dream" speech will forever inspire the downtrodden and victims of unfair discrimination to imagine a better world and to work for justice and equality for all; and

**WHEREAS**, Dr. King pursued his dream tirelessly and courageously until his untimely death by an assassin's bullet at the age of 39.

**WHEREAS**, as a tribute to a truly great leader the Town Commission urges all residents to join in rededicating themselves to the principles of justice and equality for all.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Mayor Sam Pennant, on behalf of the Town Commission of the Town of Dundee, do, hereby, proclaim Monday, January 20, 2025 as

# MARTIN LUTHER KING JR. DAY

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 14th day of January 2025.

# TOWN OF DUNDEE, FLORIDA

Mayor Samuel Pennant

Lita O'Neill Town Clerk



# TOWN COMMISSION MEETING January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Ordinance No. 25-01, Amending Section 18-1 of the Code of Ordinances of the Town of Dundee, FL	
SUBJECT:	Election Qualifying Period	
STAFF ANALYSIS:	The Town of Dundee 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. 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.	
	It is the regular practice of municipalities in Polk County, Florida to permit qualifying during the seventh week prior to election which, in terms of days, is described as the period beginning at 12:00 noon on the 50th day prior to the election and ending at 12:00 noon on the 46th day prior to the election. In addition, Section 99.093, Florida Statutes (2024), imposes an election assessment equal to 1 percent of the annual salary of the office sought; and	
	The purpose of Ordinance No. 25-01 is to harmonize Section 18-1 of the <i>Code of Ordinances of the Town of Dundee, Florida</i> with the Town's general and ordinary election practices by determining and setting the dates for the qualification period for filing petitions and a written notice of candidacy with the designated official.	
FISCAL IMPACT:	No Fiscal Impact	
STAFF RECOMMENDATION:	At the will of the commission	
ATTACHMENTS:	Ordinance No. 25-01	

Item 2.

# **ORDINANCE NO. 25-01**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO ELECTIONS; AMENDING SECTION 18-1 OF THE CODE OF ORDINANCES OF THE TOWN OF **DUNDEE, FLORIDA; ESTABLISHING DATES FOR THE QUALIFYING** PERIOD FOR THE ELECTION OF TOWN COMMISSIONER AND MAYOR AND THE DEADLINE FOR SUBMITTALS OF COMPLETED **OUALIFICATION PACKAGES; RESERVING THE ABILITY OF THE** TOWN COMMISSION TO DETERMINE AND SET BY RESOLUTION THE DATES FOR THE QUALIFYING PERIOD FOR A SPECIAL ELECTION OF TOWN COMMISSIONER AND MAYOR AND THE DEADLINE FOR SUBMITTALS OF COMPLETED QUALIFICATION PACKAGES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; REQUIRING PAYMENT OF ANY FILING FEE OR ELECTION ASSESSMENT AT THE TIME OF QUALIFYING; PERMITTING THE TOWN CLERK TO ACCEPT AND HOLD **QUALIFYING PAPERS SUBMITTED NOT EARLIER THAN 14 DAYS** PRIOR TO THE BEGINNING OF THE QUALIFYING PERIOD; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF **SCRIVENER'S ERRORS**: **PROVIDING** FOR **CODIFICATION:** PROVIDING BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, as provided in section 166.021(3), Florida Statutes (2024), the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, Section 5.02 of the *Charter of the Town of Dundee, Florida* states that "Candidates for the office of town commissioner or mayor shall qualify for such office by the filing of a written notice of candidacy with the designated official at such time and in such manner as may be prescribed by ordinance;" and

WHEREAS, it is the regular practice of municipalities in Polk County, Florida to permit qualifying during the seventh week prior to election which, in terms of days, is described as the period beginning at 12:00 noon on the 50th day prior to the election and ending at 12:00 noon on the 46th day prior to the election; and

**WHEREAS**, Section 99.093, Florida Statutes (2024), imposes an election assessment equal to 1 percent of the annual salary of the office sought; and

WHEREAS, the Town Commission of the Town of Dundee, Florida desires to harmonize Section 18-1 of the *Code of Ordinances of the Town of Dundee, Florida* with the Town's general and ordinary election practices by determining and setting the dates for the qualification period for filing petitions and a written notice of candidacy with the designated official, by reserving the ability to determine and set the dates for the qualification period for a special election by further resolution or ordinance, by requiring that any filing fee or statutory election assessment be collected by the Town Clerk at the time of qualifying, and by permitting the Town Clerk to hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this Ordinance No. 25-01 is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this Ordinance No. 25-01 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. <u>Incorporation of Recitals</u>.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this 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. <u>Amendments to the Code of Ordinances of the Town of Dundee</u>.

The *Code of Ordinances of the Town of Dundee, Florida* is amended as set forth in **Exhibit 'A'**, a copy of which is attached hereto and incorporated herein, to amend Section 18-1 thereof.

# Section 3. <u>Conflicts</u>.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent necessary to give this **Ordinance No. 25-01** full force and effect.

# Section 4. <u>Severability</u>.

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, Florida, 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. <u>Codification</u>.

It is the intent of the Town Commission that the provisions of **Exhibit 'A'** to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the Town of Dundee, Florida*. The new provisions in **Exhibit 'A'** attached to of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The implementing sections of this Ordinance, Sections 1, 2, 3, 4, 5 and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance may be renumbered or relettered and the correction of typographical or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

# Section 6. <u>Business Impact Estimate</u>.

On October 1, 2023, Senate Bill 170 ("SB 170"), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 ("SB 1628"), as codified under *Chapter 2024-145, Laws of Florida*, was enacted and further amends Section 166.041(4), Florida Statutes, by amending the applicable exemptions from the *business impact estimate* requirement(s).

In this instance, this Ordinance No. 25-01 is enacted and necessary to maintain

*Town of Dundee, Florida Ordinance No. 25-01 Municipal Elections* 

consistency with *Chapters 97-106, Florida Statutes,* which is titled and known as the *Florida Election Code.* As such, pursuant to Section 166.041(4)(c)1, Florida Statutes (2024), **Ordinance No. 25-01** is an ordinance required for compliance with federal or state law or regulation and does not require a *business impact estimate*.

# Section 7. <u>Effective Date</u>.

This Ordinance shall become effective immediately upon its passage and adoption

**INTRODUCED AND PASSED,** on First Reading with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this 14<sup>th</sup> day of January, 2025.

**PASSED AND DULY ADOPTED**, on Second Reading and public hearing with a quorum present and voting, by the Town Commission of the Town of Dundee, Florida, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025.

# TOWN OF DUNDEE, FLORIDA

Mayor – Sam Pennant

Attest:

Town Clerk – Lita O'Neill

Approved as to form:

Town Attorney – Frederick J. Murphy, Jr.

# ORDINANCE NO. 25-01 EXHIBIT 'A'

# AMENDMENT TO THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA

In this Exhibit, <u>underlined text</u> is proposed new text and <del>strikeout text</del> is text proposed to be deleted. In the interest of brevity, the omission of unamended text from this Exhibit is intentional and indicated using an ellipsis.

# Sec. 18-1. - Nominating candidates by petition; acceptance of candidacy.

- (a) Candidates for the respective offices of town commissioner and of mayor in each election shall be nominated by petition, and there shall be no primary or mass meeting for such purpose.
- (b) Such petition shall in each case be filed with the town clerk not later than 40 during a qualifying period beginning at twelve noon 50 days prior to the time of holding such election and ending at twelve noon 46 days prior to the time of holding such election and shall:
  - (1) Contain the name of each candidate;
  - (2) Specify as to each candidate that the candidate is nominated for either the office of town commissioner or mayor, as the case may be; <del>and</del>
  - (3) State that the candidate possesses the qualifications required for members of the town commission or mayor; and-
  - (4) <u>Be accompanied by any filing fee or election assessment imposed by general law or local ordinance.</u>
- (c) Such petition shall contain not less than 15 signers. Each elector may subscribe to one nomination for each of the offices to be filled and no more.
- (d) Any person whose name has been submitted for candidacy by such petition shall file with the town clerk not less than 35 days before the election a written acceptance of such candidacy before the end of the qualifying period, which acceptance shall state that, if elected, he will qualify and serve in such office during the term for which he is elected. The town clerk shall, after receiving such acceptance, make and deliver to such candidate a written certificate acknowledging receipt of such acceptance and stating the date of its filing. If any candidate shall fail to file such acceptance before the end of the qualifying period, or if the number of elector subscriptions on file at the end of the qualifying period is less than 15, or if any filing fee or election assessment imposed by general law

or local ordinance is not timely paid by the end of the qualifying period, his name shall not appear upon the ballot.

- (e) The town commission may, by resolution or ordinance, determine a different qualifying period for any special election.
- (f) Notwithstanding the dates of any applicable qualifying period, the town clerk may accept and hold qualifying papers submitted not earlier than 14 days prior to the beginning of the qualifying period, to be processed and filed during the qualifying period.

### **RESOLUTION NO. 25-01**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN **DUNDEE**, FLORIDA, OF RELATING TO PROFESSIONAL CONSULTING SERVICES: ADOPTING FACTUAL FINDINGS REGARDING THE CONSULTANTS' **NEGOTIATION** ACT COMPETITIVE (CCNA) AND COMPETITIVE SELECTION PROCESS OF THE CITY OF LAKE ALFRED, FOR RFQ 23/24-01; AFFIRMING THE SELECTION OF ROBERT A. STEVENS & ASSOCIATES, INC., AS THE FIRST ENTITY TO ENGAGE IN COMPETITIVE NEGOTIATION PURSUANT TO THE CCNA; APPROVING THE PIGGYBACKING OF THE MASTER CONTINUING PROFESSIONAL **CONSULTING** AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL **SERVICES** BETWEEN THE CITY OF LAKE ALFRED, FLORIDA AND CONSULTANT; AUTHORIZING THE TOWN MANAGER TO **NEGOTIATE AND EXECUTE ALL OF THE AGREEMENTS** AND TASK ORDER(S) WITH ROBERT A. STEVENS & ASSOCIATES, INC., APPROVED AND/OR CONTEMPLATED HEREIN; PROVIDING FOR CONFLICTS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

**WHEREAS**, pursuant to Section 2-159 of the Code of Ordinances of the Town of Dundee, Florida (hereafter the "Code"), which is entitled *source selection*, nothing prohibits the Town from renewing purchase order(s) or contract(s) provided the vendor was originally selected through a competitive selection process and such renewal is within the scope of the original purchase order and/or contract; and

**WHEREAS**, Section 287.055, Florida Statutes, known commonly as the "Consultants' Competitive Negotiation Act" or "CCNA," is statutory law requiring adherence to certain protocols such as "competitive selection" and "competitive negotiation" in the procurement of professional services encompassing architecture, professional engineering, landscape architecture, or registered surveying and mapping within the contemplated price thresholds as set forth in the CCNA; and

WHEREAS, the Town requires professional consulting services in furtherance of ongoing and continuous projects; and

**WHEREAS**, the City of Lake Alfred, Florida, has previously elected to conduct a CCNA "competitive selection" process in order to identify candidates for professional consulting services for professional services continuing contract(s); and

WHEREAS, a true and correct copy of the "Request For Qualifications, Continuing Professional Consulting Services Contracts" and Addenda (hereafter the "RFQ"), which was issued by the City of Lake Alfred, Florida, in accordance with Section 287.055, Florida Statutes, is attached hereto as **Composite Exhibit "A"** and by reference made a part of this Resolution; and

**WHEREAS**, the documents regarding the City of Lake Alfred, Florida, CCNA "competitive selection" protocol(s) are set forth in the RFQ (see **Composite Exhibit "A"**); and

**WHEREAS**, on October 29, 2023, pursuant to the requirements set forth in Chapter 287, Florida Statutes, the City of Lake Alfred, Florida, advertised a legal notice seeking written proposals from all qualified firms and individuals interested in providing professional consulting services; and

WHEREAS, a copy of the legal notice is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the text of the October 29, 2023 legal notice (see Exhibit "B") is substantially the same as would be utilized by the Town of Dundee, Florida, to publicly announce Dundee's need for professional consulting services and is therefore adopted by the Town Commission of the Town of Dundee as that notice required in accordance with Section 287.055(3), Florida Statutes; and

WHEREAS, on or before December 7, 2023, in response to the October 29, 2023 legal notice, Robert A. Stevens & Associates, Inc., submitted its RFQ Response for Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and Consulting Services (hereafter the "Response"); and

WHEREAS, a copy of the Response is attached hereto as Exhibit "C" and made a part hereof by reference; and

**WHEREAS**, on December 7, 2023, the City of Lake Alfred, Florida, engaged in a selection process whereby it received responses and statement of qualification(s) from thirteen (13) consultants, reviewed responses and statement(s) of qualification, and submitted the recommended list of consultants for professional continuing service contractual agreements to the City Commission for approval; and

**WHEREAS**, the process and procedure(s) utilized by the City of Lake Alfred staff are substantially the same as would be utilized by the Town in order to adhere and/or comply with the "competitive selection" protocol required by the CCNA and are thus adopted by the Town

Commission of the Town of Dundee as the "competitive selection" protocol required in accordance with Section 287.055(4), Florida Statutes; and

WHEREAS, the Town Commission of the Town of Dundee has no reason to believe that the public was excluded from the process utilized by the City of Lake Alfred for "competitive selection" in violation of Section 287.055(3)(e), Florida Statutes, and therefore finds that the "competitive selection" protocol used by the City of Lake Alfred was open to the public as required Florida law; and

WHEREAS, on February 5, 2024, the City Commission of the City of Lake Alfred approved a selection of firms for professional continuing services and named Robert A. Stevens & Associates, Inc., as the consultant selected for professional engineering consulting services, amongst others, and further directed, pursuant to "competitive negotiations," approval of a continuing contract with Robert A. Stevens & Associates, Inc. (hereafter the "Continuing Contract"); and

WHEREAS, copies of the City of Lake Alfred, City Commission Agenda and official minutes of and/or for the February 5, 2024, City of Lake Alfred, City Commission meeting are attached hereto as **Composite Exhibit "D**" and made a part of this Resolution by reference; and

WHEREAS, a copy of the Continuing Contract is attached hereto as Exhibit "E" and made a part hereof by reference; and

WHEREAS, the selection and approval of Robert A. Stevens & Associates, Inc., as the consultant selected for professional consulting services, pursuant to "competitive negotiations," by the City of Lake Alfred, Florida, is substantially the same as would be approved by the Town, and the Town Commission of the Town of Dundee thus adopts the selection of Robert A. Stevens & Associates, Inc., as the consultant selected for professional consulting services as more particularly identified herein; and

WHEREAS, based on the Town Commission's adoption of the "competitive selection" protocol conducted by the City of Lake Alfred (see attached **Composite Exhibit "A"**), the Town Commission therefore finds that Robert A. Stevens & Associates, Inc., based on its Response (see attached **Exhibit "C"**), is the most qualified firm to provide certain professional consulting services to the Town of Dundee for its ongoing and continuous projects as more particularly identified herein; and

WHEREAS, the Town Commission finds that this Resolution is authorized pursuant to its home rule authority as secured by Article VII, §2(b) of the Florida Constitution, Section 166.021 of the Florida Statutes, the general law of state preemption as announced in <u>Florida League of Cities, Inc. v. Department of Ins. and Treasurer</u>, 540 So. 2d 850 (Fla. 1st DCA 1989), and the general law on the "piggybacking" of other governmental entities' performance and procurement prerequisites as found in <u>Accela, Inc. v. Sarasota County</u>, 993 So. 2d 1035 (Fla. 2d DCA 2008); and

**WHEREAS**, the Town Commission finds that there is a bona fide public need for the timely completion of professional surveying and GIS consulting services, thus necessitating its adoption of the RFQ and City of Lake Alfred "competitive selection" protocols, evaluation, and ranking(s); and

WHEREAS, the Town Commission desires to piggyback the Lake Alfred Agreement (see Exhibit "E"); and, in light of jurisdictional differences and current applicable Florida law, the Town and Robert A. Stevens & Associates, Inc., are amenable to entering into a *First Amendment* to the Agreement For Purchase of Sodium Hypochlorite (hereafter the "Amendment");

WHEREAS, a copy of the Amendment is attached hereto as Exhibit "F" and by reference made a part of this *Resolution No. 25-01*; and

**WHEREAS**, it is the intent of the Town Commission that this Resolution should be construed deferentially in favor of Dundee's home rule powers and that the Town Commission's decision to adopt the City of Lake Alfred protocol(s), evaluation(s), ranking(s), selection and agreement(s) is legislative in nature; and

**WHEREAS**, it is the express intent of the Town Commission that this Resolution be construed to be enacted because the CCNA does not preempt local law(s) in the area of professional services procurement, based on the limited set of factual circumstances as mentioned herein; and

WHEREAS, the Town Commission directs and authorizes the Town Manager to engage in "competitive negotiation" and enter into any agreement(s) with Robert A. Stevens & Associates, Inc., as contemplated herein and required by Florida law (see Exhibit "F").

**WHEREAS**, it is in the best interests of the citizens and residents of the Town of Dundee, Florida, and in furtherance of the health, safety and welfare of the citizens and residents of the Town to adopt the City of Lake Alfred *CCNA competitive sealed bid process(es)* and *bid award* to Robert A. Stevens & Associates, Inc., (see **Exhibits "A – E"**) and, in light of jurisdictional differences and current applicable Florida law, negotiate and enter into the Amendment (see **Exhibit "F"**) with Robert A. Stevens & Associates, Inc.; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-01** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-01** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1: <u>Incorporation of Factual Recitals</u>.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-01** and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-01**.

#### Section 2: <u>Authority and Adoption</u>.

The Town of Dundee, pursuant to its home rule authority as secured by Article VII, §2(b) of the Florida Constitution and Section 166.021 of the Florida Statutes, formally adopts the City of Lake Alfred's "competitive selection" process, protocol, rankings, findings and approvals attached hereto as **Exhibits "A" through "E"** in response to the City of Lake Alfred "Request for Qualifications, RFQ 23/24-01" as the "competitive selection" required by Sections 287.055(3) and 287.055(4) of the Florida Statutes and made a part hereof by reference; and, in light of jurisdictional differences and current applicable Florida law, the Town Commission of the Town of Dundee, Florida, also adopts the Amendment attached hereto as **Exhibit "F"** and made a part hereof by reference.

#### Section 3: <u>Town Manager Authorization</u>.

The Town Manager, or her/his designee, is hereby authorized to take any and all necessary further action(s) to effectuate the intent of this **Resolution No. 25-01** which includes, but shall not be limited to, the negotiation, execution, and implementation of the agreement(s) approved herein. Further, the Town Manager or her/his designee, and all appropriate Town Officials are authorized to execute on behalf of the Town of Dundee, Florida, the Amendment with Robert A. Stevens & Associates, Inc., which is attached hereto as **Exhibit "F"** and made a part hereof by reference, and take all other necessary actions related to the referenced Amendment as well as any further agreements which may be necessitated by the matters approved by the Town Commission.

### Section 4: <u>Conflicts</u>.

All resolutions in conflict with this **Resolution No. 25-01** are repealed to the extent necessary to give this **Resolution No. 25-01** full force and effect.

### Section 5: <u>Severability</u>.

The provisions of this **Resolution No. 25-01** are severable. If any word, sentence, clause, phrase or provision of this **Resolution No. 25-01**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-01**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 25-01** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional,

then all remaining provisions and portions of this **Resolution No. 25-01** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 25-01** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 25-01**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 25-01**, 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 6: Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-01** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-01** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

# Section 7: Effective Date.

This **Resolution No. 25-01** will take effect immediately upon its passage by the Town Commission of the Town of Dundee, Florida.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 14th day of January, 2025.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Melissa Glogowski, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

Item 3.

# THE CITY OF LAKE ALFRED, FLORIDA



REQUEST FOR QUALIFICATIONS RFQ 23/24-01

# Continuing Professional Consulting Services Contracts

Responses are due by Thursday, December 7, 2023, at 2:00 pm

# MAIL OR DELIVER RESPONSES TO:

City of Lake Alfred Attn: RFP 23/24-01 155 E. Pomelo Street Lake Alfred, FL 33850

Contact: Linda Bourgeois, City Clerk City of Lake Alfred LBourgeois@mylakealfred.com (863) 291-5270 Ext. 106

Item 3.

# TABLE OF CONTENTS

# I LEGAL ADVERTISEMENT

# II REQUEST FOR QUALIFICATIONS

### **1.0 INTRODUCTION**

- 1.1 RFQ Process
- 1.2 Interested Parties
- 1.3 Selection
- 1.4 RFQ Schedule
- 1.5 Term of Agreement

# 2.0 SCOPE OF SERVICES

# 2.1 Overview

# 2.2 Types of Services

- 2.3 General Scope of Services for Large Firms
- 2.4 General Scope of Services for Small Firms
- 2.5 Minimum Required Services
- 2.6 Detailed Scope of Services

### **3.0 REQUIREMENTS FOR SUBMISSION**

- 3.1 Economy of Preparation
- 3.2 Format of Response
- 3.3 Additional Information
- 3.4 Communication and Inquires

# 4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS

- 4.1 Sealed Proposals
- 4.2 Submittal Copies
- 4.3 Response Submittal Deadline and Delivery Address
- 4.4 Incurred Expenses
- 4.5 Interviews

# 5.0 EVALUATION PROCESS

- 5.1 Evaluation Committee
- 5.2 Rating System
- 5.3 Evaluation Committee Meeting(s)
- 5.4 Submittal Ranking
- 5.5 Presentations
- 5.6 Rejection of Proposals
- 5.7 Modifications to Proposals
- 5.8 Requests for Additional Information

# 6.0 EVALUATION CRITERIA

6.1 RFQ Evaluation Criteria

# 7.0 CONDITIONS OF PROPOSALS

- 7.1 Late Proposals
- 7.2 Completeness
- 7.3 Proposer's Certification Form
- 7.4 Drug-Free Workplace Form
- 7.5 Proposer's Warranty
- 7.6 Public Opening
- 7.7 Property of the City
- 7.8 Award Presentation

# 8.0 GENERAL TERMS & CONDITIONS

- 8.1 General Conditions
- 8.2 Definitions
- 8.3 Interpretations or Addenda
- 8.4 Protest Procedures
- 8.5 Responses
- 8.6 Offer Extended to Other Governmental Entities
- 8.7 Mistakes, Inaccuracies, Incomplete Information
- 8.8 Statement of Bidder's Qualifications
- 8.9 Local Preference Ordinance
- 8.10 Equal Employment Opportunity
- 8.11 Notice (Convicted Vendor List)
- 8.12 Unauthorized Alien(s)
- 8.13 Accident Prevention
- 8.14 Assignment or Novation
- 8.15 Patent Infringement
- 8.16 Progress of Work
- 8.17 Consultant / Contractor Provided Insurance 8.18 Indemnification by Consultant / Contractor
- 8.19 Liens
- 8.20 Construction and Consulting Evaluation

# 9.0 STANDARD FORMS

- 9.1 Attachment A: Submittal Cover Page
- 9.2 Attachment B: Addendum Page
- 9.3 Attachment C: Lobbying Certification Form
- 9.4 Attachment D: Non-Collusion Affidavit of Prime Bidder
- 9.5 Attachment E: Affidavit Certification-Immigration Laws
- 9.6 Attachment F: Certification of Drug-Free Workplace
- 9.7 Attachment G: Conflict of Interest
- 9.8 Attachment H: Acceptance of Proposal and Terms

# SAMPLE AGREEMENT (Addendum to RFQ)

# LEGAL ADVERTISEMENT

# REQUEST FOR QUALIFICATIONS RFQ-23-01

Sealed proposals will be received by the City of Lake Alfred until **2:00 P.M., Thursday, December 7, 2023,** at the office of the City of Lake Alfred City Clerk, 155 E. Pomelo Street, Lake Alfred, Florida 33850, for the following:

# "Continuing Professional Consulting Services Contracts"

Copies of the RFQ are available at the following website: DemandStar at

https://www.demandstar.com/app/agencies/florida/city-of-lake-alfred/procurement-opportunities/fdd56875-

bbfc-4a4c-b35d-9beacf290868/

A Pre-submittal Conference will be held at Public Works Training Center, City of Lake Alfred, 155 E. Pomelo Street., Lake Alfred, 33850 at <u>2:00 PM on Monday, November 13, 2023</u>, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 23/24-01, Specifications, and any other documents prepared for this submittal.

The City of Lake Alfred reserves the right to reject any and all bids, waive informalities, re-advertise, and the City of Lake Alfred may enter into a contract determined, in the sole discretion of the City of Lake Alfred, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF LAKE ALFRED

Linda Bourgeois City Clerk

Advertise: October 29<sup>th</sup> – November 2<sup>nd</sup> – Newspaper Advertise: DemandStar starting October 29<sup>th</sup> – December 7<sup>th</sup>

# City of Lake Alfred REQUEST FOR QUALIFICATIONS RFQ-23/24-01

Sealed responses marked "Continuing Professional Consulting Services Contracts", with an attached label, will be received by the City of Lake Alfred until 2:00 P.M., Thursday, December 7, 2023, at the office of the City Clerk, 155 E. Pomelo Street, Lake Alfred, Florida 33850, for the following:

# "Continuing Professional Consulting Services Contracts"

At that time, responses will be publicly opened and read aloud in the Public Works Training Center, City of Lake Alfred.

A Pre-submittal Conference will be held at the Public Works Training Center, City of Lake Alfred, 485 W. Haines Blvd. Lake Alfred, Florida 33850 at 2:00 P.M. November 13, 2023, for the purpose of answering questions in reference to this solicitation.

The City of Lake Alfred is requesting responses from 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 a 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 City Clerk until 4:30 p.m. on Thursday, November 30, 2023. For more information regarding this RFQ 23/24-01, please contact Linda Bourgeois, City Clerk, (863) 291-5270 Ext. 106 or by e-mail at <u>LBourgeois@mylakealfred.com</u>.

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

The City of Lake Alfred reserves the right to reject any and all responses, waive informalities, and re-advertise, and the City of Lake Alfred may enter into a contract determined, in the sole discretion of the City of Lake Alfred, 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, CITY OF LAKE ALFRED

Linda Bourgeois City Clerk

Item 3.

# **1.0 INTRODUCTION**

- 1.1 RFQ PROCESS: The City of Lake Alfred'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 City 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 City to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The City 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.

RFQ PROCESS	DATE
RFQ Solicitation Issued	October 29, 2023
Non-Mandatory Pre-submittal Conference	November 13, 2023
Deadline to Submit- Request for Additional Information	November 30, 2023
Proposals Due	December 7, 2023
Evaluation Committee Meeting	January 4, 2024
City Commission Award – Tentative	January 22, 2024

1.4 RFQ SCHEDULE: The following identifies the RFQ process schedule:

# 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 City 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 City of Lake Alfred 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 City of Lake Alfred 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 a specific written task order signed by the firm and executed and issued by the City.
  - 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 City makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the City during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the City 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 City is seeking interest and statement of qualifications in response to the RFQ from both large multidiscipline firms and smaller consulting firms.
  - 21.1. It is anticipated the City 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 asneeded basis.
  - 2.1.2 The City 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 asneeded 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 firms properly licensed and having 15 or more employees in the entire company, inclusive of all office locations.
- 2.2 GENERAL SCOPE OF SERVICES FOR LARGE FIRMS: It is the City'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, large, or multiple tasks requiring specific expertise and staff availability as listed in the detailed scope of services in Section 2.5.
- 2.3 GENERAL SCOPE OF SERVICES FOR SMALL FIRMS: The Agreement for Small Firms consists of providing one or more general consulting services to the City and shall include, but not be limited to services listed in the detailed scope of services in Section 2.5.
- 2.4 OTHER SERVICES: The detailed scope of services in Section 2.5 are descriptive in nature and represent the baseline and minimum functions and tasks that the City may require from Small or Large Firms to be performed. Nothing contained within the Detailed Scope of Services in Section 2.5 shall be interpreted to constrain or prevent the City from having other related or nonrelated tasks performed by Small or Large firms within task orders or service agreements.
- 2.5 DETAILED SCOPE OF SERVICES: A more detailed scope of services for both Large and Small Firms to be performed may include, but shall not limited to the following:
  - 2.5.1 STUDY, PLANNING, INVESTIGATION, AND REPORT PREPARATION SERVICES. The consultant(s) shall perform the following tasks:
    - Development of capital projects for the City, Departments, and Community Redevelopment Agency including peer review project plans and specifications;
    - Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
    - Preparation of feasibility studies, cash flow and economic evaluations, and rate schedules.
    - Lobbying services.
    - Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
    - Boundary, topographic, engineering project, and other specific purpose surveys.
    - Geographic information systems (GIS) services
    - Preparation and/or review of legal descriptions and easement documents.
    - Consulting and/or witness services in litigation or administrative

proceedings.

Item 3.

- Master Plans for all municipal functions, operations, and departments including the 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
- Preparation and/or review of 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, environmentally sensitive areas, endangered species, water quality, water quantity, and hydrologic systems.
- Evaluation of hazardous substances and areas, including site specific impacts and remediation services
- Asset and inventory services
- Other related services
- 2.5.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:
  - 2.5.3 General engineering, including but not limited to civil, electrical, mechanical and structural, transportation, public safety, and recreational facilities engineering.
  - 2.5.4 General architectural services which include, but shall not be limited to the following:
    - Landscape design.
    - 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.
    - Preparation of all necessary engineering, architectural, and design documents for grants, loans, and bonds in connection with projects and applications.
    - Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and City Commission.
    - Prepare construction specifications, special provisions, and bid documents.
    - Development of artistic renderings and conceptual project layouts
    - 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.
    - Provide permitting, monitoring, and regulatory compliance services.
    - Geotechnical soil analysis and testing
  - Other related services
- 2.5.5 CONSTRUCTION SERVICES. The consultant shall assist City 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 City staff to administer contracts.
  - Assist with review and approval of shop drawings and submittals.

- Assist with the preparation or review of change orders. Composite Exhibit "A" to Resolution 25-01
- Assist with review of pay applications.
- Inspection services.
- 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.
- Other related services

**2.6 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 CITY projects in accordance with the *Agreement*, as follows:

#### 2.6.1 Services Related to Utility Systems:

- > Potable water treatment, transmission, and distribution
- Sanitary sewer treatment, transmission, and collection
- > Reclaimed water treatment, transmission, and distribution
- Stormwater treatment, transmission, and distribution Hydrological modeling services
- Water quality services
- GeoDesign and green infrastructure systems
- Water Use Permits
- Stormwater planning and modeling

#### 2.6.2 Services Related to Transportation Systems:

- > Roads, bridges, sidewalks, intersections, signalization design, and drainage
- > Transportation
- Urban and Multi-Modal Transportation
- > Traffic signage
- Traffic control device(s) and instrumentation
- > Streetscaping
- Pedestrian enhancements on existing streets
- Complete streets and multimodal projects
- Traffic engineering and intersection studies
- > Advanced traffic management system
- Truck routes and alternate means of transportation
- Trails and greenways

#### 2.6.3 Services Related to Solid Waste/Recycling:

- Waste stream studies
- Other solid waste/recycling-related services
- Route studies
- Solid waste operation(s) planning

#### 2.6.5 Services Related to Other City Departments or Projects:

- Landscape Irrigation design services
- Facility and site lighting
- > Playgrounds, recreational facilities, and site design
- Environmental studies Phase I and Phase II
- Stormwater planning and modeling
- Land Use Planning
- FEMA Community Rating System updates
- Policy Analysis
- Economic Impact Analysis
- > Land use, zoning, land development, and building application review
- Project outreach and communication
- Facility planning (city hall, police, fire, etc.)
- Financial Studies
- > Departmental application development
- Historic venue(s) and historic restoration

#### **3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:**

Only those firms or individuals submitting letters of interest and statements of qualifications that meet the requirements specified herein will be considered. Submittals should 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 and required forms). 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 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 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:
  - 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 City'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 City.
  - 3.2.5 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the firm's understanding of the City'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 the third and County governments within the State of Florida under the Consultants Competitive Item 3. 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 a total number of staff available within 100 miles of the City. Provide a total number of staff available within the Firm.
- 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 with whom the City will have primary contact for all work associated with this RFQ.
  - For each member, provide their: 3.2.8.1
    - 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 member's 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 City 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

42

their ability to successfully perform the Agreement to be executed these to the second the transform of the second to the second to the second to the second to the second term of 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 City 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 City'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 that 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 the award of an agreement, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the City Clerk and sole contact listed below.

Linda Bourgeois, City Clerk Email:LBourgeois@mylakealfred.com

- 3.4.2 The City 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 City 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 City prohibits communications initiated by a prospective firm to any City 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 City 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 City 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.

3.4.4.3 Oral answers will not be authoritative.

3.4.5 Addenda: The City Clerk shall issue any City responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the City website as timely as possible. If an addendum is issued, the City 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 City 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 City'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 City Clerk no later than 2:00 PM Thursday, **December 7, 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, the title of the RFQ, and the RFQ opening date.

4.3.1 FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY: SOQ's shall be addressed as follows:

Linda Bourgeois, City Clerk City of Lake Alfred Attn: RFP 23/24-01 155 E. Pomelo Street Lake Alfred, FL 33850

4.3.2 Submitted envelopes should be marked: "RFQ 23/24-01 Continuing Professional

Consulting Services Contracts".

Item 3.

- 4.4 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFQ.
- 4.5 INTERVIEWS: The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City 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 City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City. 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.
- 52 RATING SYSTEM: The Evaluation Committee will rate all proposals utilizing the Weighted Rating System is 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.
- 5.3 EVALUATION COMMITTEE MEETING(S): The Evaluation Committee will first meet on (tentative date) at <u>TBD</u>, Lake Alfred, FL.
- 5.4 SUBMITTAL RANKING: The committee will select those submissions, in their sole determination, that best meets the City's need based upon its evaluation of all proposals.
- 5.5 PRESENTATIONS:
  - 5.5.1 At the sole determination of the City, 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 City 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 City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.
- 5.7 MODIFICATIONS TO PROPOSALS: The City reserves the right to request at any time that the proposer modify their proposal to more fully meet the needs of the City. The City 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 City of Lake Alfred may reasonably require. The City 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 City 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 (15 points):

- 1. As part of the evaluation process, the City has the responsibility of considering 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.
- 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 that resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

#### **Organizational 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 (20 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 submitted should be included.
- 2. Outline the pragmatic approach to achieving the City's goals and objectives while minimizing disruption of City activities and to the residents.
- 3. Briefly describe the firm's experience in quality control, dispute resolution, and stakeholder engagement.

#### Team Member Qualifications (20 points):

1. Provide an organization chart showing key personnel. Including the ability to coordinate with state <sup>46</sup>

and federal agencies on permitting and funding. Include a resume for each to Resolution 25-01 to Resolution 25-01

#### Survey of Past Performance / Timely Completion of Project (10 points).

1. Describe any City of Lake Alfred projects (or other municipality projects if not worked for Lake Alfred) along with the dates of commencement and completion.

#### 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 a description of services.

#### Intent/capacity to affect the local economy through the use of local labor, vendors, subcontractors, 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 the 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.

#### 62 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		
Organizational Resources	15 points 0-15		
Organizational Work Experience and Qualifications	20 points 0-20		
Work Approach & Availability of Resources	20 points 0-20		
Team Member Qualifications	20 points 0-20		
Surveys of Past Performance / Timely Completion of Projects	10 points 0-10		
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5		
Intent/Capacity to affect the local economy through the use of local labor, vendors subcontractors, and resources – Firm Location	5 points 0-5		
TOTAL WEIGHTED RATING:	100		

#### Evaluator: \_\_\_\_\_

The City Clerk, or designee, will initiate any necessary communication with a proposer 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 City after the time specified for receipt will not be considered. 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 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 Public Works Training Center, City of Lake Alfred, 485 W. Haines Blvd., Lake Alfred, Florida 33850, 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 CITY: All proposals received from proposers in response to this RFQ will become the property of the City of Lake Alfred 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 City.
- 7.8 AWARD PRESENTATION: The City will provide the staff recommendation to the City Commission, at a duly noticed public meeting, in January 2024, to enter into an 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, and all other Contract Documents (as defined by 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 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 the bid and/or included in the 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 City of Lake Alfred 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 City of Lake Alfred (the "City") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the City Commission of the City of Lake Alfred, Florida. In the event the City Commission of the City of Lake Alfred fails to appropriate sufficient funds to satisfy the payment obligations of any kind or type, the City 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:

City 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.
- 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 destroys in study by the public records that are exempt or confidential and exempt from public records disclose the agency. 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 863-291-5270 Ext. 106, <u>LBourgeois@mylakealfred.com</u>, 155 E. Pomelo Street, Lake Alfred, Florida 33850.

- e) If the Contractor does not comply with a public records request, the City 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 City 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 City, 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 City that this RFQ promotes competitive bidding. It shall be the proposer's responsibility to advise the City 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 City may request proof of such licensure. Proposers shall also obtain all permits required for this project.
- i) The City shall be entitled to rely on the written representations of the proposer. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.
- j) Unless detailed elsewhere in the Contract Documents, proof of insurance naming the City as an additional insured shall be required of the successful proposer (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, 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 City.
- b) APPLICABLE LAW: Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. The venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) CHANGES: The City, 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 City Manager or his designee, or the City 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 City 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 City unless evidenced by a Change Order Request issued and signed by the City Clerk or designee.
- d) CITY: The City of Lake Alfred, Florida, or its authorized representative.
- e) CONTRACT: The Agreement executed by the City and the Consultant/Contractor, and shall include all Contract Documents.
- f) CONSULTANT/CONTRACTOR: The successful bidder who enters into a Contract with the City to complete the project.
- g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City 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 City, 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 City reserves the right to reject goods and services that do not conform to provisions of the Purchase Order.
- k) INSURANCE: As specified in the Contract Documents.

- I) LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement bears for the City to indemnify any party thereto, the following sentence shall be appended to the *item 3.* 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 City of Lake Alfred 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 City's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create City 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 City, 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.
  - ii) will submit such reports as the City 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/Contractor to do a portion of the work on this project.
- 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 City. 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 City 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/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 City 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 City Clerk. In addition, all Addenda will be posted for review by the General Public on the City's website.
- b) Notification will be emailed to vendors who are registered for the RFQ.
- c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposers' 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.

Item 3.

#### 8.4 **PROTEST PROCEDURES**:

The City 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 CITY OF LAKE ALFRED, 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 City Manager of the City prior to the award of a contract by the City Commission of the City of Lake Alfred.
- c) **NOTIFICATION:** The City 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 City 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 City 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 City shall be submitted with the initial 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.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the City 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 City will refund the Bond other than a finding in favor of the protestor.

# If during tolled action, the City Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the City of Lake Alfred) 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 City 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) City RFQ number and/or title (if applicable);
- ii) Name and/or address of the City department, division, or agency affected;

iii) The name and address of the affected party;

Item 3.

- 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 City 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 City Manager or his/her designee who shall serve as the Chairperson, the City of Lake Alfred Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The City 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 City 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.
- 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 City.
  - 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 City Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The City 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 City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.

Any person who is aggrieved by the final and binding decision of the City Managers in an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City 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 City 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 City 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 City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the City rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the City 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 City provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the City 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 City notice rejecting all bids, proposals, or replies.
- e) A proposal and a non-collusion affidavit should be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Proposals not submitted on the attached bid form may be rejected. Proposals must be typed or printed in ink. All corrections made by the 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 ensure that its bid is delivered at the proper time and place of the proposal opening. Proposals that are not received, as set forth herein, may not be considered. The official time shall be the time that is displayed on the telephone of the City of Lake Alfred City 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 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:

Item 3.

a) The City of Lake Alfred encourages and agrees to the successful proposer extending the pricility, 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 the 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 City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Also, the City 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 City 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 BIDDER'S QUALIFICATIONS:

a) Each bidder shall, upon request of the City, 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 City, 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 City may use to verify claims of competency. The City 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 City 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 City 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 City 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 Sudan List*, the *Scrutinized Companies with Activities in Sudan List*, the Scrutinized Contract, 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 with Activities in the Israel List*, and that it does not engage in business operations in Cuba or Syria. The 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 City may terminate this Contract at

the City's option if the Contractor is found to have submitted a false certification. Composite Exhibit "A"

to Resolution 25-01

Item 3.

b. Public Entity Crimes; Convicted Vendor List. A person or affiliate who has been placed 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 Contractor certifies that it is not on the convicted vendor list.

c. Drug-Free Workplace. By executing the Contract, the 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. The contractor acknowledges receipt of notice from the City 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 City 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.

**Contracting with Foreign Entities.** By executing the Contract, the Contractor certifies that it is not f. 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 City 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 City 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:

a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, 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 City may thereafter require to assure compliance.

Item 3.

#### 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 City 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 City 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 City. 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 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 Employers their can sign the MOU. can use 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 <u>www.dhs.gov</u> /e-verify or contact USCIS at 1-888-464-4218.

#### 8.13 ACCIDENT PREVENTION:

Item 3.

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work me 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 City 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 City; 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 City.

#### 8.15 PATENT INFRINGEMENT:

a) The Consultant/Contractor shall protect and indemnify the City, 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 City may grant, the City may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the City terminates the Consultant/Contractor's right to proceed, the City 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 City 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 City 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:

Item 3.

- i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurties acceptable to the City (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:

(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

Item 3.

(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 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 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 require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant/Contractor from responsibility to provide insurance as require the consultant for the consulta
- v) The insurance provided by the Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Lake Alfred 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. <u>Certificate Holder</u> City of Lake Alfred 155 E. Pomelo Street Lake Alfred, FL 33850
  - 2. <u>Additional Insured for General Liability</u> The City of Lake Alfred and its officials, officers, and employees

#### 8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:

- a) The Consultant/Contractor shall indemnify and hold harmless the City (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 in the Article.

#### 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:

Item 3.

- a) The award of contracts by the City of Lake Alfred for construction and/or consulting services 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 City will consider the previous performance of any bidder who may have completed work for the City of Lake Alfred 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 City of Lake Alfred. Furthermore, the City 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 23/24-01 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.

### 9.1 ATTACHMENT A

#### RFQ-23/24-01 Submittal Cover Page (this does not count as part of the maximum page limit)

Title/Position
Zip
nts' (companies that you will be in
ipal office:

#### 9.2 ATTACHMENT B

#### ADDENDUM PAGE (RFQ 23/24-01)

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

Addendum No. 01 Dated: 10/29/23 – CCNA Agreement

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:

#### 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, Ioan, 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: \_\_\_\_\_

#### 9.4 ATTACHMENT D

#### **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF	)		
COUNTY OF	)		
Before me, the undersigr deposed, and stated:	ed authority pers	onally appeared	, who was duly sworn,
(1) He/She is		of	, the
	Title	Company Bidder to	nat has submitted the attached bid;

(2) He/She 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 City of Lake Alfred or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's 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  $\Box$  physical presence or  $\Box$  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:

CITY OF LAKE ALFRED WILL NOT INTENTIONALLY AWARD CITY 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").

CITY OF LAKE ALFRED 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 CITY OF LAKE ALFRED.

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\_\_\_\_\_

#### 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	CITY	STATE	ZIP	_

#### CONFLICT OF INTEREST STATEMENT

STATE OF	)
	١

Before me, the undersigned authority personally appeared	, who was duly sworn, deposed,
and stated:	

- A. I am the \_\_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_\_.
- B. Said entity is submitting this proposal/offer to RFQ #23/24-01.
- 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 City 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 City of Lake Alfred government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Affiant Signature

Typed or Printed Name of Affiant

Title

#### OATH OR AFFIRMATION

Sworn to (or affirmed) and subse	cribed before me	e by means of $\Box$ physical presence $\mathfrak{c}$	or $\Box$ 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\_\_\_\_\_

ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS		
STATE OF)		
COUNTY OF)		
	eared, who was duly sworn, deposed,	
RFQ document, and Master Continuing Profest contract is offered or negotiated it will abide by the the Master Continuing Professional Consultant	all the terms and conditions stipulated and referenced in this sional Consultant Agreement, and do hereby agree that if a he terms and conditions presented in the RFQ document and Agreement pursuant thereto. The signature(s) below are an cceptance of all the terms and conditions set forth in this RFQ e parties in writing.	
Affiant Signature	Title	
Typed or Printed Name of Affiant	Date	
OATH OR AFFIRMATION		
	means of □ physical presence or □ online notarization, this (name of person	
Signature of Notary Public – State of Florida		
Print, Type, or Stamp the Name of the Notary		
Personally Known OR Produced Identifi	ication	
Type of Identification Produced		

9.8 ATTACHMENT H

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL >>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<

Composite Exhibit "A" to Resolution 25-01

Item 3.

### City of Lake Alfred, Florida RFQ-23/24-01 CCNA Non-Mandatory Pre-bid Meeting Monday, November 13, 2023 Public Works Training Facility

The non-mandatory pre-bid meeting for the City of Lake Alfred's CCNA process was called to order by the City Clerk at 2:02 PM in the Public Works Training Facility at 485 W. Haines Blvd, Lake Alfred, FL. 33850.

Staff attendance from the City of Lake Alfred: City Clerk Linda Bourgeois, Community Development Director Amee Bailey, and Administrative Assistant Tracey Johnson.

The City Clerk welcomed everyone in attendance and said that we were here today to answer questions the participants may have regarding the CCNA RFQ in the form of an addendum. That way everyone will have the same questions with the same answers. She added that there were two questions already submitted through email and read them into the record.

1. Regarding RFQ 23/24-01, Continuing Professional Consulting Services Contracts, section 3.2 states that large firms are allowed 10 pages for resumes and they will not be counted against the page limit. Are we permitted to include additional resumes, with the understanding that any resumes beyond 10 pages will count against the page limit?

Answer: Yes, that is correct. It was suggested to include the firm's top ten resumes.

2. The question was:

Large Firm – Multi-discipline Firm Small Firm – General civil engineering/consulting services

Is "Small Firm" for engineering consulting services only?

Answer: Small firms can be for other services as well. The small firms will be ranked separately from the larger firms.

The City Clerk opened the floor for questions.

3. Is there a draft list of projects already prepared for the City of Lake Alfred?

Answer: The City has a Capital Improvement Plan and a 10-Year Facilities Plan however that does not mean it will be limited to those specified projects.

**Director Bailey** added that once we have firms under contract when any project comes up, we are going to go down our list and select the firm so we don't have to go out to bid for any potential project that we have. In addition to the Capital Improvement Plan and the 10-Year Facilities Plan, we have master plans and other general department services. There is a great list and we desire to have a variety of professional services that we can pick from.

4. So, we shouldn't necessarily limit our response to what we see in the Request for Qualifications. If there are other skills that we bring, we should go ahead and mention those as well?

Answer: Absolutely. If there are things that you know you provide as general governmental services or a good partnership of government services, absolutely, list those things. It is a wide reference of services including lobbying, legislative services, cost estimates, and those types of services. If you do something, even if we left it out, by all means, showcase it.

5. Once you have gone through the review and identified accepted firms how do you make a decision – do you go by ranking? Do you have a specific way to divi up the work after the firms are selected?

Answer: In the past, we didn't have that many firms apply and we pretty much went under contact with everyone. We did look at firms that had specialized services for certain things so there were certain companies that ended up with more of the utility work, and certain companies that ended up with more of the park's projects. The staff is very conscientious of utilizing all of our vendors who are under contract. If we have twenty companies apply, we may end up going into contract with the top three or five companies rather than the whole twenty because rotating projects through twenty firms would be difficult. If we have five that have very different services and specialties, we may go under contract with all five because, again, that provides us with a breadth of knowledge for different types of services that we may need.

6. Who are the firms you have now under contract?

Answer: CPH, Inc, Chastain Skillman, and Wright-Pierce. We had to piggyback with other contacts for things like transportation planning because there was not a strong basis for that. We are trying to avoid having to piggyback on various services. We are trying to create a broad spectrum of services. We know we will have some small firms apply for some very specific services such as surveying. For the larger firms we are looking for companies that have a variety of services so when we have something very specific, we anticipate having someone under contract to assist us with that particular item.

7. Do you have a selection committee already lined up for this or will it be the City Commission?

Answer: Generally, the staff will provide a preliminary ranking of the firms and the City Commission makes the ultimate decision.

8. When we view survey projects, we put together teams of consultants with surveying and Geotech, and we don't have those in-house, do you want to see those other partners or potential partners in the RFQ?

Answer: We want to see who your subcontractors are and the partnerships you have relationships with. If you have partnerships with certain companies, please list who they are and what services they provide. It may or may not affect the ranking and we won't know until we get all the submissions in. Those partnerships would also go for the Minority Business Owners and Veterans as well.

9. A lot of times we would tailor it to a specific project you are looking for, like a trail project you would want surveying capabilities or a new road alignment that would be another, so we should just mention these are our typical partners and couch it that way?

Answer: Yes. Please list their specialties. We understand that this is big, broad, and somewhat encompassing the biggest goal is that we can have firms we can partner with and we know we will have a relationship with them for the next five years with the option of up to ten years total.

10. Section 8.9 shows a Local Preference Ordinance in the Table of Contents but section 8.9 in the document says State Law Compliance. What is the definition of local preference? So, if you don't meet the qualifications, it is zero or five on the point ranking?

Answer: The City of Lake Alfred does not have a local preference ordinance so the table of contents will need to be amended. The City of Lake Alfred uses the definition for the state and local grant programs when considering the definition of local preference. Correct. The City Clerk read the intent/capacity to affect the local economy through the use of local labor, vendors, subcontractors, and resources. For clarification, think of this being a Lake Alfred project.

11. How long does a firm have to qualify for a local office to move into the area? Does it have to be inside the city limits or Polk County?

Answer: We can check on this as Polk County is local. If you are from Miami or South Florida you are not considered more local than say Orlando or Tampa. When the selection team gets to that section, they may be given specific instructions that all of them would have to follow. Please list the local office in relation to the City of Lake Alfred. Scott Breitenstein commented that in the past and in other municipalities you would have had to have a local office twelve months prior to the RFQ to qualify for the points, not a week ahead. There is not an unfair playing field here because none of the participants are in Lake Alfred. For the addendum, it is supposed to be State Law.

12. Do you have any type of anticipation for how many large and small firms or is it going to be based upon what you receive? The RFQ implied it would be only one small firm.

Answer: It will be at the discretion of the selection committee's proposal to the City Commission. The City Commission has the ultimate decision. The expectation is to not have less than we currently have. The anticipation is to have five or more large firms, and depending on the specialties of the small firms, it may be three or more.

All the employees and the firm's representatives introduced themselves.

The City Clerk said the deadline to submit requests for additional information was November 30, 2023. The deadline to submit the RFQ packet was 2:00 PM on Thursday, December 7, 2023. The packet submissions will be read into the record at that time. The Evaluation and Ranking selection is tentative to be held on January 4, 2024, with the selected firms going to the City Commission tentatively on January 22, 2024.

**Director Bailey** spoke about the contract. She said she wanted everyone to be aware that the contract is what the contract is in the document. If there is some legal issue that your firm has

with the contract be open and forthcoming with that because it has already been approved by the City Commission. Once the ranking is approved, the contracts just get signed. We don't have to go through additional hearings or additional processes unless there is some issue with the attorneys of your company not liking the contract as it states and that may or may not cause an issue. The contract, as is, has already been approved by the City Commission.

This contract is Addendum No. 1 and was posted on DemandStar with the RFQ. The RFQ and the Addendum No. 1 can also be found on the City's website under Public Notices on the City Clerk's page. This is not the same contract as the existing Continuing Services Contracts in effect.

Since some of the contracts don't have limitations such as insurance in the contracts, is that something you would like to see in the proposals? The answer was to pose that as a question now to put it in the response. The firm's attorney review is beneficial to the City as well, so it is not one-sided. Sometimes there are provisions that ensure our ability to insure our projects such as professional liability insurance.

Without any further questions, the meeting was adjourned at 2:25 PM.

Respectfully submitted,

Linda Bourgeois, City Clerk

Composite Exhibit "A" to Resolution 25-01 *Item 3.* 

4

#### AFFIDAVIT OF PUBLICATION

# Winter Haven Sun

Published Weekly Winter Haven, Polk County, Florida

#### Case No. RFQ NO. 23/24 01

#### STATE OF FLORIDA COUNTY OF POLK

Before the undersigned authority, Anita Swain, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Winter Haven Sun, a newspaper published at Winter Haven in Polk County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

November 08, 2023

Affiant further says that the Winter Haven Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

TIM

Anita Swain

Sworn to and subscribed before me this 8th day of November 2023 by Anita Swain, who is personally known

Karen Fisher, Clerk, Notary Number: #HH349179 Notary expires: January 11, 2027

00024179 00140668

CITY OF LAKE ALFRED 155 E POMELO ST LAKE ALFRED, FL 33850



#### CITY OF LAKE ALFRED REQUEST FOR QUALIFICATIONS RFQ NO. 23/24 01

The City of Lake Alfred, Florida is soliciting Requests for Qualifications from small and large firms within the scope of the practices of architecture, professional engineering, landscape architecture, surveying and mapping, Geographic Information Systems (GIS) services, planning, studies, site evaluations, design services, construction management, services related to utility systems, appropriations consultant, and services related to utility systems, transportation systems, solid waste/recycling, master planning, and other municipal related services. This is a qualification-based competitive selection through the Consultants Competitive Negotiation Act (CCNA) for professional services as required by Chapter 287.055 of the Florida Statutes.

INSTRUCTIONS TO SUBMITTING ORGANIZATIONS

SEALED PROPOSALS: All Statement Of Qualifications (SOQ) 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. Proposals shall be submitted together with any and all supporting documentation. Information not submitted on the City's bid forms may be rejected. Submittal of the solicitation packet is not acceptable by email. A complete RFQ Packet can be obtained on DemandStar, by emailing <u>LBourgeois@</u> mylakealfred.com or by calling the City Clerk, Linda Bourgeois at 863-291-5270 Ext. 106.

Proposals will be received by the City Clerk in the City of Lake Alfred City Administration Building, 155 E. Pomelo Street, Lake Alfred, Florida until 2:00 PM on Thursday, December 7, 2023. Submittals may be either mailed or hand-delivered prior to the deadline. Postmarks will not be accepted.

A non-mandatory pre-conference will be held on Monday, November 13, 2023, at 2:00 PM at the Public Works Training Center 485 W. Haines Blvd, Lake Alfred, Florida, 33850.

The City reserves the right to waive any informalities or minor irregularities; reject proposals that are incomplete, conditional obscure, or which contain additions not allowed for; accept or reject proposals in whole or part without cause; and accept proposals that best serve the interest of the City. Pursuant to the requirements of Section 287, Florida Statutes, all qualifiers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.

City of Lake Alfred, FL Linda Bourgeois, BAS, MMC, ADAC City Clerk Daily Commercial | Ocala StarBanner News Chief | Herald-Tribune

#### **PROOF OF PUBLICATION**

City Of Lake Alfred Attn: City Clerk City Of Lake Alfred 155 E Pomelo ST Lake Alfred FL 33850-2135

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

10/29/2023, 10/30/2023, 10/31/2023, 11/01/2023, 11/02/2023

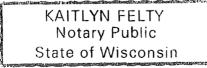
Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/02/2023

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
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County of Brown	7
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\$414.40	
9447705	# of Copies: 1
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### THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance



CITY OF LAKE ALFRED REQUEST FOR QUALIFICA-TIONS RFQ NO. 23/24 01 The City of Lake Alfred, Florida is soliciting Requests for Qualifications from small and large firms within The Citry of Cuke Affred, Florido S soliciting Requests for Qualifications from small and large firms within the scope of the practices of orchi-tecture, professional engineering, and mapping, Geographic Informa-tion Systems (GIS) services, plan-ning, studies, site evaluations, design services, construction management, services related to utility systems, construction systems, solid waste/recycling, master planning, and other munici-fication-bosed competitive selection through the Consultants Competitive Negotiation Act (CCNA) for profes-sional services are equired by Chap-ter 287.055 of the Florida Statutes, INSTRUCTIONS TO SUBMITTING SEALED PROPOSALS: All State-ment of Qualifications (SOQ) proposals in response to this RFQ must be submitted in a sealed enve-lope, packet, or box. The face of the envelope shall contain the dote and time of the RFQ opening and the submitted together with any and all supporting documentation. Informa tion not submitted on the Citry's bid forms may be relected. Submittel of the solicitation, packet is not accept.

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prior to the deadline. Postmarks will not be accepted. The City reserves the right to waive any informalities or minor irregu-larities; reject proposals that are incomplete, conditional obscure, or which contain additions not allowed for: accent or reject proposals in for; accept or reject proposals in whole or part without cause; and whole or part without cause; and accept proposals that best serve the interest of the City. Pursuant to the requirements of Section 287, Florida Statutes, all qualifiers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List. City of Lake Alfred, FL Linda Bourgenis, BAS, MMC, ADAC City Clerk

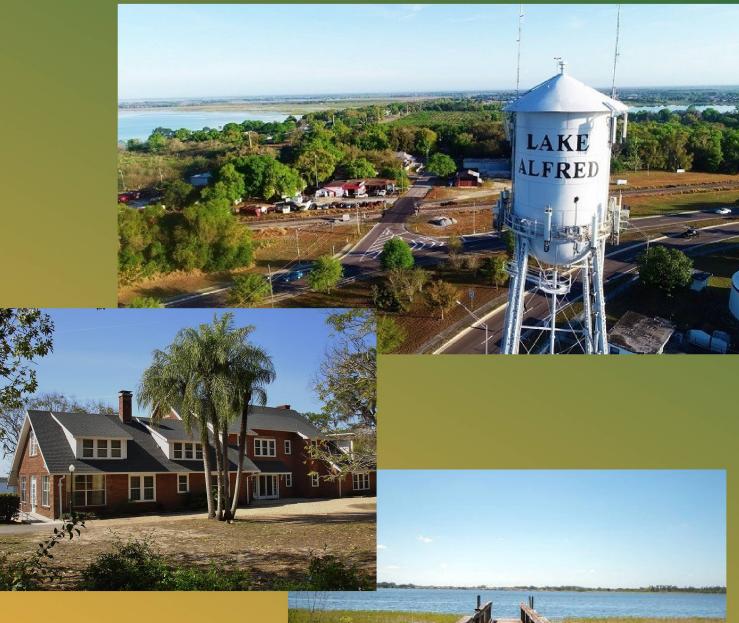
City Clerk 10/29, 30, 31, 11/1, 2/2023 9447705

Exhibit "C" to Resolution 25-01

Item 3.

# **City of Lake Alfred**

# RFP 23/24-01 Land Surveying & Mapping Aerial Surveying & Mapping GIS Services, and Consulting







# Robert A. Stevens & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting

210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <u>rstevens@rsasmc.com</u> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906

December 7, 2023

Ms. Linda Bourgeois City of Lake Alfred Attn: RFP 23/24-01 155 E. Pomelo Street Lake Alfred, FL 33850

# RE: City of Lake Alfred – Request for Qualifications (23/24-01) – Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and Consulting

Dear Selection Committee:

For this RFQ 23/24-01- Robert A. Stevens & Associates, Inc. (RS&A) is submitting as a Small Firm, offering Multi-Disciplines, for the General categories of Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and Consulting.

For this submittal the Contact person is:

Robert A. Stevens, as President Robert A. Stevens & Associates, Inc. Administrative Service Office 90 Foxfire Dr., Murphy, NC 28906 Phone: (863) 559-1216 Email: <u>rstevens@rsasmc.com</u>

We appreciate your consideration of this proposal. We look forward to the opportunity to serve our community and the City of Lake Alfred by providing consulting services.

Yours truly, Robert A Stevens & Associates, Inc.

Robert A. Stevens, R.S.M. President

# **Robert A. Stevens** & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting

210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <u>rstevens@rsasmc.com</u> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906

December 7, 2023

Ms. Linda Bourgeois City of Lake Alfred Attn: RFP 23/24-01 155 E. Pomelo Street Lake Alfred, FL 33850

# RE: City of Lake Alfred – Request for Qualifications (23/24-01) – Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and Consulting

Dear Selection Committee:

Robert A. Stevens & Associates, Inc. (RS&A) has provided a broad spectrum of municipal consulting, surveying, and GIS services to most of the municipalities throughout Polk County, including the City of Lake Alfred, since 2009 (RS&A's inception). The expertise and experience of our staff has provided municipal services spanning over thirty-five (35) years, and with our extensive experience, we understand the needs of municipalities. We have supported the municipal consulting industry, including engineering, architects, and landscape architects, as well as municipal staff. We also understand the function of a municipal consultant for providing services to the public as an extension of the city and staff.

As a true local firm, we understand the importance of being part of the community, and the responsibility to the future and well-being of our area. We are grateful for the opportunity to be part of and play a role in the future of Lake Alfred and our area, including responsible management of local resources and contributions to our local and overall economy.

We appreciate your consideration of this proposal. We look forward to the opportunity to serve our community and the City of Lake Alfred by providing timely consulting services.

Yours truly,

Robert A. Stevens, R.S.M., President Robert A. Stevens & Associates, Inc. Administrative Services Office 90 Foxfire Dr., Murphy, NC 28906 Phone: (863) 559-1216 Email: <u>rstevens@rsasmc.com</u>



# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# **Table of Contents**

Section 1: Title Page Section 2: Cover Letter Section 3: Table of Contents Section 4: Executive Summery Section 5: Statement of Understanding Section 6: Similar Project Experience Section 7: Work Plan & Availability of Resources Section 8: Team Members Robert Stevens, R.S.M, President, Business and Project Management Matthew Stevens, Survey Field Operation Management, and Drone Systems Management Andrew Stevens, GIS Management, Image, and Analytics Management Section 9: Licensure Section 10: References Section 11: Minority Business- Owned/ Women-Owned/Disabled Veteran/Veteran-Owned **Enterprises** Section 12: Office Location Section 13: Additional Information Section 14: Attachments

**Robert A. Stevens** & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting



Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

### **Section 4: Executive Summary**

**Robert A. Stevens & Associates, Inc. (RS&A)** is a multidiscipline surveying, mapping, and consulting firm that combines ability, expertise, and experience to provide "A Standard of Excellence" in our industry, and a full range of Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and Consulting for municipal support services. With over thirty-five (35) years of vast municipal experience, RS&A is well suited and positioned to provide outstanding municipal support and service.

#### **Office locations:**

Our administrative office is located in North Carolina, as noted below, and our Florida operations office is conveniently located in Auburndale, historically being a true local firm.

Robert A. Stevens & Associates, Inc. Florida Operations Office 210 Lena Vista, Blvd. Auburndale FL 33823 Phone: (863) 559-1216 Email: <u>rstevens@rsasmc.com</u> Robert A. Stevens & Associates, Inc. Administrative Service Office 90 Foxfire Dr. Murphy, NC 28906 Phone: (863) 559-1216 Email: <u>rstevens@rsasmc.com</u>

#### Our impact as part of the local economy:

While most consulting firms are typically only interested in extracting funds from their clients, we are not. Our focus is on the success of our individual clients and their projects, and on the success of our entire area at large. When one does well, we all do well. Our vast client diversity helps to this end, with local agricultural, commercial, medical, industrial, municipal, educational, and governmental entities, and support of recreational and environmental organizations provides us with a broad experience base. We are a part of the fabric of our local economy and are vested in the wellbeing of the individual clients we serve, and the area and region as well. We make it our goal not only to serve our clients, but to contribute to their success. We want our work to provide an overall cost benefit to our clients. We network our local, national, and international clients, and contacts to provide support for the wellbeing of all. Our goal is to produce an economic environment that benefits all, and one of our sayings for years has been-

# "Working Together to Grow our Local Economy"

# Robert A. Stevens & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting



Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# Section 5: Statement of Understanding

**Robert A. Stevens & Associates, Inc. (RS&A)** has provided a broad spectrum of municipal consulting, surveying, and GIS services to most of the municipalities throughout Polk County, including the City of Lake Alfred, since 2009 (RS&A's inception). The expertise and experience of our staff has provided municipal services spanning over more than thirty-five (35) years, and with our extensive experience, we understand the needs of municipalities. We have supported the municipal consulting industry, including engineering, architects, and landscape architects, as well as municipal staff. We also understand the function of a consultant for providing timely services to the public as an extension of the city and staff.

As a true local firm, we understand the importance of being part of the community, and the responsibility to the future and well-being of our area. We are grateful for the opportunity to be part of and play a role in the future of Lake Alfred and our area, including responsible management of local resources, and contributions to our local and overall economy.

#### **Diversity in Municipal Surveying Services:**

RS&A services and experience are on a vast array of municipal projects, including Boundary Surveys, Topographic Surveys, As-Built Surveys, Utility Mapping for GIS & Master

Planning, Topography & Mapping for Drainage Studies, Surveying & Mapping for Streetscaping, CRA, Park, and Grant Projects, Surveying & Mapping for Engineering Support of Wastewater & Water Treatment Facilities, Utility infrastructure improvements, and Utility Service Expansion projects, among others. Our support for these projects can be land based or aerial based, with a focus on best results for objectives and needs. These traditional and cutting edge data collection techniques, combined with our array of mapping skills, and overall analytics, provide a true "Standard of Excellence."



### Expertise in Legal Descriptions for New Parcel & Utility Easement Acquisitions:

We routinely provide expertise in preparation of Legal Descriptions for new parcel acquisition, and easements for utility projects. We also have worked in conjunction with numerous local private, and municipal utility providers to prepare easement descriptions for

# **Robert A. Stevens** & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting



Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting

December 2023

utility route projects. Our experience in easement and right-of way litigation matters on behalf of both private and public clients, combined with our knowledge of supporting case law, provides a vastly experienced background for these services.

### Boundary, Easement, Right-of-way & Eminent Domain Expert Witness Services:

We also provide expert witness services including trial experience for boundary, easement, and right-of-way litigation and eminent domain matters.

### **Municipal Plat and Development Review Services:**

We also have broad experience in plat and development review for many area municipalities, and have assisted with County and municipal land development codes helping them keep pace with changing technology such as GIS data support.

These factors combine our abilities, expertise, and experience to provide municipal services as **"A Standard of Excellence"** in our industry.



# Robert A. Stevens & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting

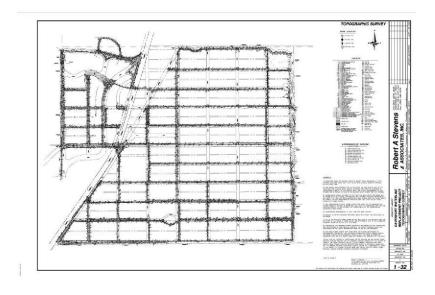
# **Robert A. Stevens** & Associates, Inc.

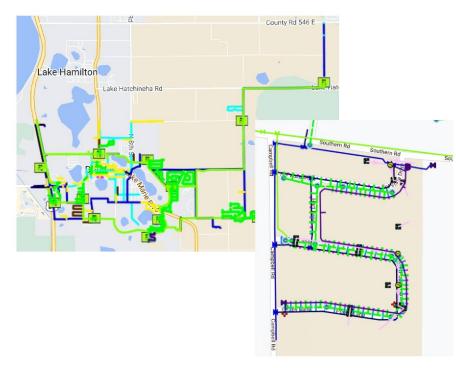
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210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <u>rstevens@rsasmc.com</u> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906

# Section 6: Similar Project Experience

**Robert A. Stevens & Associates, Inc. (RS&A)** is well suited and positioned to provide outstanding municipal support and service, as illustrated from our similar project experience below:





### City of Davenport-Water Line Replacement

This project included topographic and right-of-way location with utilities, and trees covering over 16 miles of downtown Davenport **Team Members:** Robert Stevens, Matthew Stevens, Andrew Stevens **Project Value:** \$243,700 **Completion Date:** 2019

# **Contact:**

Mr. Mike Stripling Utilities Director <u>mstripling@mydavenport.org</u> (863) 419-3300 Ext. 143

### Town of Dundee- Sol Vista Subdivision-GIS Utility Data Conversion

This project involved reviewing as-built data for a new subdivision, converting it to GIS data, and importing it into the town's online mapping platform.

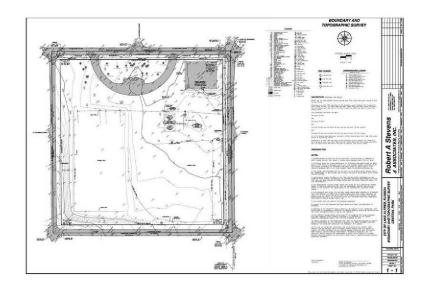
**Team Members:** Andrew Stevens **Project Value:** \$2,125 **Completion Date:** 2023

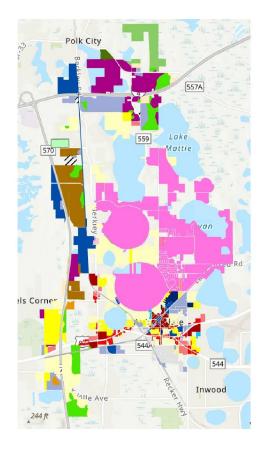
# **Contact:**

Ms. Tracy Mercer Utility/Special Projects Director <u>tmercer@Townofdundee.com</u> (863) 438-8330 Ext.242

# **Robert A. Stevens** & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting





# City of Lake Alfred- Central Park

This project included boundary & topographic surveying for park improvement and grant application **Team Members:** Robert Stevens, Matthew Stevens **Project Value:** \$3,735 **Completion Date:** 2009

# **Contact:**

Ms. Ameé Bailey Community Development Director <u>abailey@mylakealfred.com</u> (863) 291-5748

### City of Auburndale- Lakes District Planning Area-GIS Future Land Use Ordinance Mapping

This project included mapping over 2800 parcel numbers for a large-scale Future Land Use map modification ordinance, then adding it to the existing FLU map data for the City. **Team Members:** Andrew Stevens **Project Value:** \$2,625

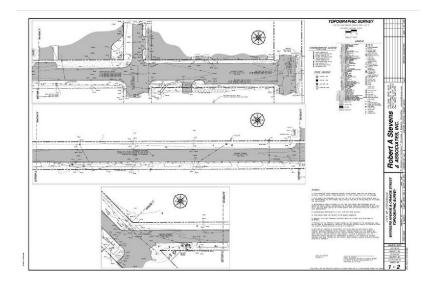
**Completion Date: 2023** 

# **Contact:**

Ms. Julie Womble Community Development Director jwomble@Auburndalefl.com (863) 965-5530 Ext. 129

# **Robert A. Stevens** & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting



#### City of Auburndale- Orange Street-Streetscaping/Utility relocation and easement acquisition

This project included boundary and topographic surveying of Orange Street and the adjacent properties to prepare descriptions for easement acquisition, and streetscaping design **Team Members:** Robert Stevens, Matthew Stevens **Project Value:** \$6,375 **Completion Date:** 2012

# **Contact:**

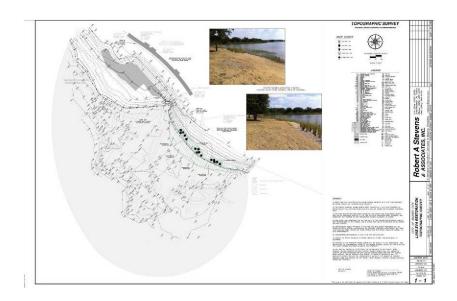
Mr. John Dickson Director of Public Works jdickson@auburndalefl.com (863) 965-5511

# City of Haines City –Lake Eva Wetland Restoration

This project included topographic surveying and vegetation location for Lake Eva wetlands restoration **Team Members:** Robert Stevens, Matthew Stevens **Project Value:** \$2,442 **Completion Date:** 2012

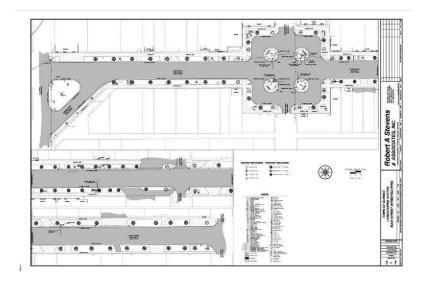
# **Contact:**

Mr. Mike Stripling Utilities Director (Currently with City of Davenport) <u>mstripling@mydavenport.org</u> (863) 419-3300 Ext. 143



# **Robert A. Stevens** & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting



### Town of Dundee- Main Street-Streetscaping/Grant Application

This project included Topographic surveying of Main Street and the proposed landscape planting for a grant application. The Town received the largest amount awarded in the State for this grant. **Project Value:** \$5,750 **Completion Date:** 2010

# **Contact:**

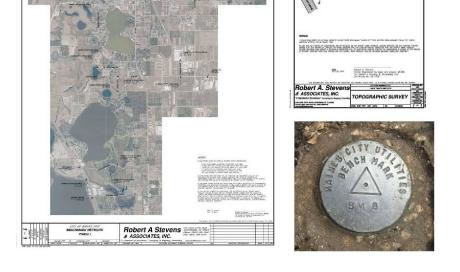
Mr. Andy Stewart Town Manager (Currently with Town of Oakland) <u>astewart@oaklandfl.gov</u> (407) 656-1117 Ext. 2102

City of Haines City –Vertical Control & Benchmark Network for EMP sites & Staff Gauge location & elevations This project included creating a City wide vertical control & benchmark network for location of EMP sites & staff gauges including GPS/GIS mapping support, using a vertical datum of NAVD88 Team Members: Robert Stevens, Matthew Stavang Andrew Stavang

Matthew Stevens, Andrew Stevens, Project Value: \$17,025 Completion Date: 2016

# **Contact:**

Mr. Mike Stripling Utilities Director (Currently with City of Davenport) <u>mstripling@mydavenport.org</u> (863) 419-3300 Ext. 143



# Robert A. Stevens & Associates, Inc.

"A Standard of Excellence" Surveying and Mapping, Consulting



**City of Winter Haven** Wastewater Treatment Plant **No. 3 Outfall Improvements** This project included a topographic survey of a 3,000+ foot corridor and adjacent pond area for rerouting the processed water outfall from Wastewater Treatment Plant No. 3 to interconnect with the existing swale crossing the CSX Intermodal property. Team Members: Robert Stevens, Matthew Stevens, Andrew Stevens **Project Value:** \$6,475 **Completion Date: 2011** 

**Contact:** 

Kim Hansell Utility Director (Deceased)

### City of Lake Alfred- Growers Fertilizer Acquisition

This project included boundary surveying for a local industrial site Acquisition and future grant application(s) **Team Members:** Robert Stevens, Matthew Stevens **Project Value:** \$20,450 **Completion Date:** 2023

**Contact:** 

Ms. Ameé Bailey Community Development Director <u>abailey@mylakealfred.com</u> (863) 291-5748







# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# Similar Project Experience- continued

## City of Lake Alfred RS&A past projects:

State Road 600 Utility Relocation 4/2009- 2/2010

Central Park Survey 8/2009-9/2009

Lions Park Survey 8/2009- 9/2009

McKay Intersection Survey 9/2009-10/2009

Albert Street Survey 2/2010- 2/2010

Caspari Property Survey 5/2010-7/2010

Spray Field Survey (phased) 9/2010- 3/2011

Haines & Winona Street Survey 3/2011- 3/2011

Twin Lakes Subdivision Survey 5/2011-7/2011

Library Survey 3/2012- 3/2012

Experiment Station Road Survey 3/2012- 5/2012

Lock Street Water Interconnect Survey 10/2012-10/2012

Twin Lake Alley Survey 3/2013- 3/2013

Lake Shore Way Survey 8/2013-9/2013

Lake Echo/Sellers Drive Survey 11/2013- 11/2013

Buchanan Parcel Survey (phased) 11/2014- 5/2015

Buchanan Additional Parcel Survey (phased) 11/2014- 5/2015

Lake Swoop Benchmark Survey 7/2015-7/2015

# Robert A. Stevens & Associates, Inc.

*"A Standard of Excellence"* Surveying and Mapping, Consulting
 210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <a href="mailto:rstevens@rsasmc.com">rstevens@rsasmc.com</a> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906



Exhibit "C" to Resolution 25-01

Item 3.

Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

Lake Alfred Drainage Survey 6/2016- 6/2016

US 17/92 Sign Easement 9/2016- 9/2016

Historic Gardner House Grant Survey (phased) 5/2016-8/2017

Library Additional Parcel Survey 7/2016- 8/2016

Buchanan Additional Parcel Survey 7/2016- 9/2016

Alfred Street former Library parcel Survey 10/2016- 10/2016

Goff Parcel Survey 12/2016- 12/2016

Reed Parcel Survey 4/2016- 6/2016

Lakes Easement Development review 5/2018- 5/2018

Lakes Canal Deed Development review 8/2018- 8/2018

Berry (Cass Road) Development review (phased) 6/2018-11/2019

First Assembly Church Survey 2/2019- 2/2019

Wells Fargo Bank Parking Description 3/2019-3/2019

Investment Equity Group Development review 6/2019- 6/2019

US 17/92 Utility Route Survey 7/2019- 8/2019

Utility Service Area Description Revision 10/2019- 10/2019

Tree-O-Groves Acquisition Survey 5/2023- 6/2023

HR Lake Alfred Preserve Acquisition Survey 6/2023- 6/2023

Growers Fertilizer Acquisition Survey(s) 5/2023-11/2023

# **Robert A. Stevens** & Associates, Inc.

**"A Standard of Excellence" Surveying and Mapping, Consulting** 210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <u>rstevens@rsasmc.com</u> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906









**Request for Qualifications** 

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# Section 7: Work Plan & Availability of Resources

Our firm's structure and organization is deliberately different. At **Robert A. Stevens & Associates, Inc. (RS&A)** we feel size does matter, and that bigger is not always better. We are *a small firm with big impact*. We offer vast experience, with the most advanced technology available, without the overhead of larger firms, making us uniquely positioned to provide exceptional and valued service.

Having the benefit and experience of previously working with some of the largest design firms in Central Florida and the nation, we decided to create a different structure and business model. Instead of expending our efforts managing staff, we decided to utilize our efforts managing projects. We are focused on efficient production and effective project management, allowing us to create a unique business structure of staff involvement yielding the highest quality and project work flow. Our project approach could most simply be summarized by *involvement*; from project inception to completion we want our whole staff involved as a team while drawing on the strength of individual expertise. Our successful and effective approach is to have overlapping project responsibilities, drawing on the personal skills, and expertise of each staff member. This includes all project phases, from project research, planning and estimating, to preparation, scheduling, field location, data collection, drafting and map creation, to final review and quality control. This approach eliminates the confusion that typically occurs during project

hand off from one staff member to another in larger firms, and the gaps in workflow and quality control that typically occurs in survey firms between each project phase. Not only is each of our staff members involved with overlapping responsibilities during each phase (thereby enhancing project performance), but this approach also helps to yield the highest quality control with each staff member involved with overlapping, yet independent project review.



This approach is designed to provide the best service, with the most efficient and highest quality performance for our clients. *Our goal for municipal projects is to work as an extension of City staff to provide outstanding public service*.

# **Robert A. Stevens** & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting



# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

This organization, combined with our vast experience in all phases of project management ranging from start to finish, is intentionally designed to provide seamless municipal support and maximize the municipal staff experience with our projects.

Because these unique factors and approach allow us to do more with less, we can accomplish more with less percentage of dedicated time for projects. Our experience with this approach tells us we are typically able to devote approximately 20% of our work time to a large scale municipal project, and still provide timely service when the situation demands. We have handled many accelerated project timelines and emergencies for both our private and municipal



clients, and are often called upon to provide survey service for engineering firms that have in-house surveying. This structure allows us to absorb a tremendous amount of project load, including projects of significant size and magnitude as illustrated in the similar projects section (Section 6). Our unique style of project management has yielded scheduling benefits for all, especially during this past year with Polk County being the fasting growing and developing area in the nation. We have provided our clients with a balanced and demand-based scheduling approach when needed, allowing us to

provide timely service, even though we may carry significant projects loads. The importance of our approach is *ability*, in project management, evaluation, assessment, and troubleshooting, *not staff size*, allowing us to keep pace with or exceed the performance of other firms. Our workflow has included remote work technology in both field and office situations, allowing us maximum flexibility, and production, regardless of personnel locations.

Our staff are extremely interested in the wellbeing of the communities we serve, and we are vested in the goals, future and preservation of our area.

In addition, our varied experience with litigation projects, (including expert witness and trial experience), keeps us perpetually focused on providing the highest level of project performance and quality, while being mindful of potential dispute resolution, and the stakeholders best interests.

# Robert A. Stevens & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting



# **Request for Qualifications**

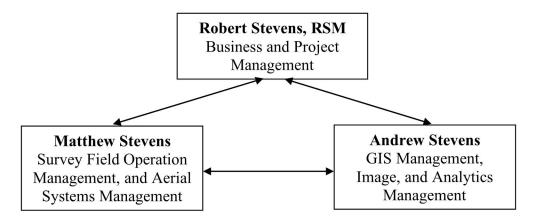
Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# **Section 8: Team Members**

We have previously covered our deliberate and unique business model. Our staff experience and expertise, project approach, innovation, and cutting-edge technology allow us to provide timely service. We often eclipse the project pace of firms with larger staff and subsequent management overhead, all while providing the highest quality survey product.

These factors, combined with our relationships with state and local agencies, provides us with the reputation and longstanding agency contacts to accomplish what others are often challenged with.

### Our general operational organization for key personnel is as follows:



#### General key staff history and experience

**Robert Stevens**, as a surveyor and project manager, has performed hundreds of miles of survey support for projects associated with utility route and municipal infrastructure improvement projects. Being a Polk County native and working throughout Central Florida in the survey profession for over 35 years has provided vast experience in municipal projects, including numerous park improvement, land acquisition, rails to trails, library, engineering, pipeline, streetscaping, and Water & Wastewater Treatment Plant projects, as well as plat review for many municipalities. These projects have afforded many opportunities to work closely with key staff from City & County Managers, Engineering, Utilities, Natural Resources Divisions, FDEP, and Florida Water Management Districts. His history also includes many private surveys for significant Commercial & Development projects within Central Florida.

# Robert A. Stevens & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting

Exhibit "C" to Resolution 25-01

Item 3.



# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

**Matthew Stevens**, specializes in image and data management, with project analytics, and has performed survey support for projects associated with numerous utility route and municipal infrastructure improvement projects. He is a Field Operations Manager, Information Technology Manager, and Aerial Systems Manager, and has over 14 years of experience in land surveying and associated tasks across Central Florida.

Andrew Stevens, has provided GIS support for a large utility provider, and several municipalities, and has performed survey support for projects associated with utility route and municipal infrastructure improvements. He is a GIS Analyst and Mapping Specialist, and has a varied GIS and mapping experience across multiple states.

#### **Innovation:**

The survey profession is continuously evolving with new technology, and at RS&A we stay on the cutting edge of our industry. We have a Ground Penetrating Radar (GPR) unit for location of underground features such as utilities, and can provide subsurface 3D mapping imagery. We have an FAA licensed drone pilot on staff, and a fleet of Unmanned Aerial Systems (UAS, or drones) to provide aerial survey and sensing services, that includes high resolution imagery and LiDAR. With an array of sensor options, we have nearly unlimited data collection possibilities. These high tech tools, combined with our staff, image management, and GIS capabilities provide us with a broad toolset for projects, and analytic evaluation scenarios. We continuously think outside of the box, applying new approaches to advance our services, all while ensuring the highest level of survey quality, and client service.



# Robert A. Stevens & Associates, Inc.

#### "A Standard of Excellence" Surveying and Mapping, Consulting

# ROBERT A. STEVENS, R.S.M - President

Project Management, Client Relations, Project Review and Quality Control

#### **EDUCATION**

AA, Polk State College, Winter Haven, Florida

Technical Seminars including:

- Boundary Determination
- Water Boundaries and Mean High Water Lines
- GIS management for surveying
- Easements, Rights-of-Way, and Promises Concerning Land
- Florida Real Estate Titles and Title
   Insurance
- Surveying as seen through Case Law and Florida Case Law
- Preparation of Legal Descriptions
- Resolving Conflicts of Evidence
- The Surveyor's Role in Litigation and Boundary Disputes
- Global Positioning Satellite (GPS) Surveying
- Photogrammetry
- Surveying with UAS practices and data analysis
- Chapter 177, Platting

#### QUALIFICATIONS

Registered Surveyor & Mapper: Florida 5388 (1994)

#### EXPERIENCE

Over 35 years of experience covering a wide range of surveying applications and municipal projects.

#### AFFILIATIONS

Florida Survey and Mapping Society (FSMS) FSMS Board of Directors (2005 – 2007)

#### EXPERTISE SUMMARY

- Boundary Surveying & Mapping
- Topographic Surveying & Mapping
- Surveying for Engineering & Architects
- Subdivision Platting & Review
- Right-of-Way Acquisition Surveying, Mapping & Review
- Wetland Surveying & Mapping
- Construction, As-Built Surveying & Mapping
- Utility Route Surveying & Mapping with Legal Description Preparation & Review
- Expert Witness & Trial Litigation Testimony
- GIS Mapping Survey Support

#### PROJECTS

#### **Boundary Surveying and Mapping**

- Davenport Maintained right-of-ways
- CSX Intermodal in Winter Haven
- Lake Alfred Library
- City of Mulberry Parks
- Winter Haven Library, Town Centre, and Martin Luther King Park
- Polk City Town Hall
- Ritchie Brothers
- Lake Myrtle Park and Trail, Auburndale
- Lake Menzies Park, Dundee
- Lakeland Square Mall

#### Water, Wastewater, and Reclaimed Utility Pipeline Route Surveying and Mapping

- Dundee and Ft. Meade Wastewater Treatment Expansions
- Sanlando Utilities (Orange & Seminole County) Wekiva-Apopka Reclaimed Line
- Polk County- CR 54 Utility Pipeline project
- City of Haines City SR 17 Sanitary System
- Polk City New Wastewater Treatment Facility and existing utilities interconnections
- Polk County-Country Class Water Production Facility

#### Hospitals

Winter Haven, Lake Wales, and Lakeland Regional

#### **CRA/Streetscaping Projects**

- Auburndale Main and Orange Streets
- Dundee Main Street
- Winter Haven Main Street & Central Park Streetscaping

#### Continuing Survey Services, Platting and Plat Reviews

Cities of Lake Alfred, Auburndale, Winter Haven, Polk City, Eagle Lake, Lake Placid, and Fort Meade

#### **Drainage Projects**

Polk County Natural Resources Division- Inwood, Gator Creek, and Itchepackesassa Creek

#### Wastewater Systems and Route Surveys

• Davenport, Lake Alfred, Auburndale, Bartow, and Polk County-Northwest Regional Backbone Pipelines Wastewater Treatment Facilities

- Lake Alfred, Ft. Meade, Haines City, Polk City, Davenport, Winter Haven, and Dundee

#### GIS Mapping & GPS Data Collection

- Polk County Utilities GIS pilot project
- Polk County E911- county wide address verification & access mapping
- Haines City Vertical Control Benchmark Network & EMP/Staff Gauge Site

# **MATTHEW STEVENS**

Survey Field Operations Manager/ Technology Manager/ FAA Licensed UAS pilot and Aerial Systems Manager

# EDUCATION

AA, Management Information Systems Liberty University, Lynchburg VA

Surveying Technical Seminars including:

- Boundary Determination
- Water Boundaries and Mean High Water Lines
- Minimum Technical Standards
- Easements, Rights-of-Way, and Promises Concerning Land
- Surveying as seen through Case Law and Florida Case Law
- Preparation of Legal Descriptions
- Resolving Conflicts of Evidence
- Applications of GIS for surveying
- Global Positioning Satellite (GPS) Surveying
- LIDAR and point cloud management

#### EXPERIENCE

Over 14 years of experience covering a wide range of surveying applications and municipal projects.

#### EXPERTISE SUMMARY

- Technology Management & Innovation
- Boundary Surveying & Mapping
- Topographic Surveying & Mapping
- Surveying for Engineering & Architects
- Subdivision Platting & Review
- Right-of-Way Acquisition Surveying, Mapping & Review
- Wetland Surveying & Mapping
- Construction, As-Built Surveying & Mapping
- Utility Route Surveying & Mapping with Legal Description Preparation
- Sensory Data, Image & Point Cloud Management and Mapping,
- Data Analytics

#### PROJECTS

#### Municipal Boundary Surveying and Mapping

- Davenport Community Center
- Davenport Sign parcels
- Davenport Maintained right-of-ways
- Davenport Downtown Wastewater Collection System
- Davenport Water Line Replacement Project
- Davenport Community Center
- Davenport Water Line Replacement Project
- Davenport Downtown Wastewater Collection System
- Davenport Community Center
- Lake Alfred Library
- Lake Alfred Historic Gardner House
- Lake Alfred Lyons Park
- Lake Alfred Central Park
- Polk City Tennis Courts Grant project
- Village of Highland Park SWFWMD well site
- Haines City Lake Brooks EMP site

#### **Topographic Surveying and Mapping**

- Haines City Lake Eva Park
- Auburndale Lake Ariana Park
- Lake Alfred Albert Street
- Lake Alfred Lyons Park
- Lake Alfred Central Park
- Duke Energy Vandolah Road Substation
- Winter Haven Utilities Office
- Winter Haven Hospital Emergency Department Addition
- Sofidel expansion
- Sofidel cogen facility
- Wauchula Coker Park
- Haines City Vertical Control Benchmark Network & EMP/Staff Gauge sites

#### Water, Wastewater, and Reclaimed Utility Pipeline Route Surveying and Mapping

- Davenport Water Line Replacement Project
- Davenport Downtown Wastewater Collection System
- Sanlando Utilities Orange & Seminole County Wekiva-Apopka Reclaimed Line
- Haines City SR 17 Sanitary Collection System
- Polk City Railroad Heights water line
- Polk City New Wastewater Treatment Facility and existing utilities interconnection
- Polk City- Lakeland utilities interconnection
- Lake Alfred-Winter Haven utilities interconnection

#### **CRA/Streetscaping Projects**

- City of Auburndale Orange Street
- Town of Dundee Main Street

#### **Municipal Plat Reviews**

Town of Mountverde

#### Drainage Projects

- Lake Alfred McKay intersection
- Lake Alfred US17/92
- Auburndale PK Avenue
- Dundee Roby Ct

#### Water & Waste Water Treatment Facility Projects

- Davenport Wastewater Treatment Facility
- Winter Haven Wastewater Treatment Facility
- Lake Alfred Wastewater Treatment Facility
- Polk City Wastewater Treatment Facility
- Polk County- Country Class Water Production Facility

#### **GIS Mapping & GPS Data Collection**

Haines City Vertical Control Benchmark Network

#### **ANDREW STEVENS**

GIS Analyst, Mapping Specialist, and Project Analytics

#### EDUCATION

#### Certificate in Geographic Information Science and Cartography, University of West Florida, Pensacola, FL

Relevant Courses: GIS Programming, Applications in GIS, Special Topics in GIS, GIS Internship

# Certificate in Weather Forecasting, Penn State

University World Campus, Online

Relevant Courses: Understanding Weather Forecasting, Fundamentals of Tropical Forecasting, Fundamentals of Mesoscale Weather Forecasting, Advanced Topics in Weather Forecasting

#### EXPERIENCE

#### GIS Analyst

Over 10 years of experience outlines ss follows:

December 2022 to Present – Robert A. Stevens & Associates

- Worked with multiple municipalities to build and improve upon their GIS tools, including for utility management, jurisdictional boundaries, emergency services, and more.
- Developed internal tools to assist with land survey data management, and Florida land survey history.
- Worked with municipalities across state lines including Florida and North Carolina, including managing regulatory compliance with differing state legal systems.

#### EXPERIENCE SUMMARY

- GIS Mapping
- GIS Database Construction and Maintenance
- GIS Utility Networks and Analysis
- Python Programming
- Cartographic Design and Symbology Sets
- Large Dataset Management, drawing from Combined GIS and Meteorology Education
- Boundary & Topographic Surveying
- Surveying for Engineers & Architects
- Wetland Surveying
- Construction & As-Built Surveying
- Utility Route Surveying
- Legal Description plotting and review
- Assist with Municipal Plat and Development review

#### PROJECTS

#### **Municipal Boundary Surveying and Mapping**

- Lake Alfred Library and Historic Gardner House
- Village of Highland Park SWFWMD well site
- Haines City Lake Brooks EMP site

#### **GIS Specialist**

February 2020 to December 2022 – Blue Ridge Mountain EMC – Young Harris, GA

- Developed GIS practices and procedures from scratch, including workflows, Python scripts, datasets, and symbology sets.
- Created a roads basemap dataset from County and State data, and enriched with field corrections and digitizing.
- Performed extensive data integrity projects, including field verification of electric meter locations, analyzing error reports for electrical model inconsistencies, and electric primary phasing.
- Created maps and datasets for Grant application packages for North Carolina, Georgia, and Federal programs

#### Land Survey Technician

January 2013 to October 2019 – Robert A. Stevens and Associates – Auburndale, FL

- Developed GIS systems from the ground up, implementing database structures and file systems compatible with surveying and existing municipality data standards.
- Performed survey-grade data collection and verified accuracy with quality control elements
- Performed CAD-based functions to input data, and utilized CAD alongside GIS data systems

#### **Topographic Surveying and Mapping**

- Winter Haven Hospital Emergency Department
   Addition
- Haines City Vertical Control Benchmark Network & EMP/Staff Gauge sites
- Davenport Water Main Route Survey

#### **Municipal GIS**

- Dundee DiamondMaps Utility Data Management
- Polk City DiamondMaps Utility Data Management
- Auburndale Annexation, Zoning, and Future Land Use Ordinance Review
- Auburndale Future Utility Line Maps
- Auburndale Fire Travel and Response Time Mapping
- Lake Alfred Zoning and Future Land Use Ordinance Review and Maps

#### **Private Sector GIS**

- Central Florida Healthcare Facility
- Clay County NC Chamber of Commerce



Exhibit "C" Request for Genetification Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# **Section 9: Licensure**

Robert A. Stevens & Associates, Inc. (RS&A) is licensed as a Florida Surveying & Mapping firm (LB 7719). Our primary staff consists of a Florida licensed surveyor, Robert A. Stevens (LS 5388), a GIS analyst, Andrew Stevens, a survey field manager and FAA licensed UAS remote (Drone) pilot, Matthew Stevens, and office administrative, financial and accounting manager, Kelly Stevens. We also have additional available staff support when projects demand.

The survey and business licenses noted are attached in Section 14

# Robert A. Stevens & Associates, Inc.

**"A Standard of Excellence" Surveying and Mapping, Consulting** 210 Lena Vista Blvd. Auburndale, FL 33823 Phone: (863)-559-1216 Email: <u>rstevens@rsasmc.com</u> Administrative Services: 90 Foxfire Dr., Murphy, NC 28906



# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# **References- Additional non- municipal references covering other professional services clientele**

These references were selected to demonstrate our diversity in serving large demanding complex, time sensitive, non- municipal projects

### **Reference- Real Estate**

Todd Dantzler, CCIM Managing Director & Owner SVN | Saunders Ralston Dantzler Real Estate Phone: (863) 287-3586 Email: todd.dantzler@svn.com Projects: Large Commercial Transactions

### Reference- Attorney- Berry Companies & other large commercial Council

Robert O. "Bob" Sammons Floyd, Samons & Spanjers, P.A. Phone: (863) 293-3801 Email: <u>Bob@WinterHavenLegal.com</u> Projects: Large Commercial, Agricultural Transactions, including title matters

### **Reference-** Commercial Development/Medical

Ann Claussen Chief Executive Officer Central Florida Health Care Phone: (863) 449-0079 Email: <u>Bob@WinterHavenLegal.com</u> Projects: Commercial Medical facility management throughout numerous counties of Central Florida including agency submittals

Other municipal references have been listed as noted within the Similar Project Experience portion of the submittal response listed in Section 6.

# Robert A. Stevens & Associates, Inc.

### "A Standard of Excellence" Surveying and Mapping, Consulting

Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# Section 11: Minority Business-Owned/Women-Owned/Disabled Veteran/Veteran-Owned Enterprises

**Robert A. Stevens & Associates, Inc. (RS&A)** has four (4) primary staff members, including a woman, and in the past we have employed others including Hispanic, being an Equal Opportunity Employer.



Request for Qualifications Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting

, and Consulting December 2023

# Section 12: Office Location

**Robert A. Stevens & Associates, Inc. (RS&A)** has a single Florida office located in Auburndale, and an administrative office located in western North Carolina. Our Florida office proximity to Lake Alfred allows us to provide timely service within minutes.



Exhibit "C" Request for Gestification Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

# Section 13: Additional Information

Again, our firm's structure and organization is deliberately different. We offer vast experience, with over 35 years of extensive and widely varied project management, and a uniquely diversified multidisciplined firm structure. We are intentionally designed to manage any project, (even the most complex), making us positioned to provide exceptional service for all types of municipal projects. We have performed some of the largest and most complex private and municipal projects in our area, and are routinely sought out for our expertise and service by both municipal and private clients.

Our unique staff structure, and cross training, with individual and diverse skills, allow us to operate as a small firm with the agility to manage the largest and most complex projects.

Robert A. Stevens & Associates, Inc. (RS&A) has always operated on a cash and/or debt free basis, contributing to our financial stability. Therefore, we do not have an established line of credit with our financial institution. However, we do have a business credit card with a substantial line of credit, that is paid in full each month, allowing purchasing convenience, ease in financial record management, and monthly cash flow needs.

We carry \$1 million occurrence and \$2 million aggregate insurance limits to accommodate our typical client needs and requirements. We have increased limits to the \$5 million coverage range when specific projects demand. A certificate of insurance (COI) can be provided as requested for City or specific project compliance.

RS&A has not had a contract or subcontract terminated for the firm or officers, and has not had any claims, litigation or arbitration related to contracts.

# Robert A. Stevens & Associates, Inc.

Exhibit "C" to Resolution 25-01

Item 3.



# **Request for Qualifications**

Land Surveying & Mapping, Aerial Surveying & Mapping, GIS Services, and Consulting December 2023

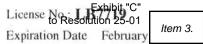
# **Section 14: Attachments**



"A Standard of Excellence" Surveying and Mapping, Consulting



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500



### **Professional Surveyor and Mapper Business License**

Under the provisions of Chapter 472, Florida Statutes

ROBERT A STEVENS & ASSOCIATES 210 LENA VISTA BLVD AUBURNDALE, FL 33823



WILTON SIMPSON COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS5388 Expiration Date February 28, 2025

# **Professional Surveyor and Mapper License**

Under the provisions of Chapter 472, Florida Statutes

ROBERT A STEVENS 210 LENA VISTA BLVD AUBURNDALE, FL 33823



WILTON SIMPSON COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

ACCOUNT NO. 122965 CLASS: B+	EXPIRES: 09/30/2024	
OWNER NAME	LOCATION	
ROBERT A STEVENS	210 LENA VISTA BLVD AUBURNDALE	
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE	
STEVENS, ROBERT A & ASSOCIATES INC ROBERT A STEVENS & ASSOCIATES INC 210 LENA VISTA BLVD AUBURNDALE, FL 338232949	540250 SURVEYOR MAPPER PROFESSIONAL LICENSE (IF APPLICABLE) DOACS-LS5388	
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION	

#### 9.1 ATTACHMENT A

RFQ-23/24-01 Submittal Cover Page (this does not count as part of the maximum page limit)

12-5-23 Date Robert A Stevins and Associates (RS+A) Name of Company Authorized Signature Robert Stevens President Printed Name 210 Lena Vista BIVd Physical Address Auburndale, FL BBB23 City Stevens & roadme. com Email address 863-359-1216 Telephone Number / Fax Num List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project): None Key Team members and addresses of the principal office: Robert Stevens Matthew Stevens Andrew Stevens 210 Lena Vista Bird Auburndaie, FL 33823 35

### 9.2 ATTACHMENT B

### ADDENDUM PAGE (RFQ 23/24-01)

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

Addendum No. 01	_Dated: <u>10/29/23 – CCNA Agreem</u> ent	
Addendum No. 02	Dated: 11/13/23 meeting	Minutes
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: Robert A Stavens and ASSDCIAtes

BY SIGNATURE

NAME & TITLE, TYPED OR PRINTED: Robert Stevens, President

### 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, Ioan, 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 \$10,000 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, RGHA, Inc, 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.

.0			Signature of Proposer's Authorized Official
Rober.	FBEC	VINS	Name and Title of Proposer's Authorized Official
Date: 1Z	-5-	23	President

Item 3

### 9.4 ATTACHMENT D

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF North Carolina) COUNTY OF Charakee ) Before me, the undersigned authority personally appeared Robert Otever, Swho was duly sworn, (1) He/She is <u>President</u> of <u>RS+A</u>, <u>Inc</u>, the Title Company Bidder that has submitted the attached bid; *Robert A*. *Storegg* #*ASSOCIATES*, *FWC*. (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all deposed, and stated: 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 City of Lake Alfred or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant Signature

Robert Stevens Typed or Printed Name of Affiant

President

OATH OR AFFIRMATION

Sworn to (or affirmed), and subscribed before me by means of I physical presence or I online notarization, this 5th day of December , 2023 by Robert Stevens (name of person making statement).

Signature of Notary Public - State of Elorida North Caroline

Andrew M Stevens North Can Nort

Personally Known OR Produced Identification\_

Type of Identification Produced\_\_\_\_\_\_



### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

STATE OF North Caroling COUNTY OF Chernikee

terskee) Robert

Before me, the undersigned authority personally appeared <u>Steves</u>, who was duly sworn, deposed, and stated:

CITY OF LAKE ALFRED WILL NOT INTENTIONALLY AWARD CITY 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").

CITY OF LAKE ALFRED 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 CITY OF LAKE ALFRED.

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

Affiant Signature

Robert St

Typed or Printed Name of Affiant

President Title

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of physical presence or online 5th day of <u>December</u> , 2023 by <u>Robert Stevens</u>	ne notarization, this (name of person
making statement).	
Audure Ohn Com	WWOKEE CO
Signature of Notary Public - State of Florida	W NOTARY V
Andrew M Stevens	ANDREW M. STEVENS
Print, Type, or Stamp the Name of the Notary	ANDREW M. STEVENS
Personally Known OR Produced Identification	OR AUBLIC INT
Type of Identification Produced/	CARMIN

### 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.

12-5-23 DATE Robert A Stovens and Associates NAME OF FIRM BL3-551-1214 TELEPHONE NUMBER VENDOR'S SIGNATURE ROBER VENDOR'S SIGNATURE CITY STATE ZIP

who was duly sworn, deposed,

### 9.7 ATTACHMENT G

### CONFLICT OF INTEREST STATEMENT

STATE OF North Carolina COUNTY OF Charakee

Before me, the undersigned authority personally appeared Steven Robert A: Stevis & ASSOCIAtes, FUC, and stated:

with a local office A. I am the Pro In and principal office in Auburn dale F.L in Auburndale.

Robert

- B. Said entity is submitting this proposal/offer to RFQ #23/24-01.
- 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 City Division, Department, or Office.
- I certify that no member of the entity's ownership or management is presently applying, actively seeking, or 1. has been selected for an elected position within the City of Lake Alfred government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Affiant Signature

obert Typed or Printed Name of Affiant

res. dent

OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of I physical presence or I online notarization, this 5th day of December , 2023 by Robert Stevens (name of person

making statement).

Signature of Notary Public - State of Elorida

Print, Type, or Stamp the Name of the Notary

Personally Known

OR Produced Identification

CO C ANDREW M. STEVEN TH CA

Type of Identification Produced

### 9.8 ATTACHMENT H

### ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS

and wat STATE OF N COUNTY OF Cheroker

Robert

Before me, the undersigned authority personally appeared <u>Stevens</u>, 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

obert

Typed or Printed Name of Affiant

### OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of D physical presence or D online notarization, this 5th day of December, 2023 by Robert Stevens (name of person making statement). ...... ROKEE CO NOTAR Signature of Notary Public - State of Florida C ANDREW M. STEVE Name of the Notary OR Produced Identification Personally Known HCAR IIIIIIIIIIIIIII Type of Identification Produced

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL >>>>Failure to submit all forms with your PROPOSAL may disqualify your response. <<<<

				to Resolution 25-01
Depart	W-9 Doctober 2018) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certifi Go to www.irs.gov/FormW9 for instructions and the late	est information.	Give Form to the requester. Do not send to the IRS.
	Robe	on your income tax return). Name is required on this line; do not leave this line blank. CTTASTUNDSAASSTOC disregarded entity name, if different from above	1.4+63	Inc
Print or type. See Specific Instructions on page 3.	following seven I Individual/sol single-membr Limited liabilit Note: Check LLC if the LLC another LLC f	e proprietor or Corporation S Corporation Partnership er LLC y company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner the appropriate box in the line above for the tax classification of the single-member or C is classified as a single-member LLC that is disregarded from the owner unless the that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single from the owner should check the appropriate box for the tax classification of its own	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):     Exempt payee code (if any)     Exemption from FATCA reporting code (if any)     (Applies to accounts maintained outside the U.S.)	
See Sp	B City, state, and Z AUD	r, street, and apt. or suite no.) See instructions. <u>COAVISTABIVE</u> UP code <u>Uradalc</u> , FL 33523 uber(s) here (optional)	Requester's name a	and address (optional)
backu reside entitie TIN, I	your TIN in the ap up withholding. For ent alien, sole prop es, it is your emplo ater.	yer Identification Number (TIN) propriate box. The TIN provided must match the name given on line 1 to av individuals, this is generally your social security number (SSN). However, 1 rietor, or disregarded entity, see the instructions for Part I, later. For other yer identification number (EIN). If you do not have a number, see <i>How to ge</i>	or a a a a a a a a a a a a a a a a a a a	curity number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	h	Date > 9/2/	21
			11110	

### **General Instructions**

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

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

### **Purpose of Form**

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

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

City of Lake Alfred 120 E. Pomelo Street Lake Alfred, FL. 33850



Composite Exhibit "D" to Resolution 25-01 Phone: (863) 291-5270 Visit: MyLakeAlfred.com

Item 3.

### AGENDA CITY COMMISSION MONDAY, FEBRUARY 5, 2024 7:00 PM CITY HALL

Call to Order: Mayor Nancy Z. Daley

**Invocation and Pledge of Allegiance** 

Roll Call: Linda Bourgeois, City Clerk

### City Manager & City Attorney Announcements

Recognition of Citizens: Items that are not on the Agenda

Black History Month Proclamation

### Consent Agenda:

- 1.) City Commission Meeting Minutes for January 22, 2024
- 2.) City Commission Announcements

### <u>Agenda:</u>

- 1.) Resolution 05-24: CSI Cargo Site Plan
- 2.) Public Hearing: CCNA 23/24-01 Ranking Approval
- 3.) Department Updates

**Recognition of Citizens:** Please Limit Your Comments to 5 Minutes.

### **Commissioner Questions and Comments:**

Commissioner Dearmin Mayor Daley Commissioner Lake Commissioner Eden Vice Mayor Fuller

### Adjourn

### MINUTES CITY COMMISSION MONDAY, FEBRUARY 5, 2024 7:00 PM CITY HALL

**Call to Order:** Mayor Nancy Z. Daley called the City Commission meeting to order at 7:00 p.m. in the City Commission Chambers located at 120 E. Pomelo Street, Lake Alfred, Fl. 33850.

**Invocation and Pledge of Allegiance:** Reverend Dorian Harris of St. Paul AME Church of Lake Alfred provided the invocation and **Mayor Daley** led the Pledge of Allegiance.

**Roll Call:** City Clerk Linda Bourgeois

**City Commissioners in attendance:** Mayor Nancy Z. Daley, Vice Mayor Mac Fuller, Commissioner Charles Lake, and Commissioner Jack Dearmin.

**Commissioner Dearmin** made a motion to excuse Commissioner Eden. The motion was seconded by **Commissioner Lake**. The motion was unanimously approved.

**Staff in attendance:** City Manager Ryan Leavengood, City Attorney Seth Claytor, Public Works Director John Deaton, Finance Director Amber Deaton, Police Chief Art Bodenheimer, Parks and Recreation Director Emily Deal, Human Resources Director Margarita Martin, Growth Management Director Amee Bailey, and Assistant Utilities Director Clifton Bernard.

The City Manager announced the following:

- 1. The City Manager showed photos of the interior of the Growers Fertilizer Plant after a tour of the building was taken on February 1, 2024.
- 2. The Ridge League of Cities Dinner will be held on Thursday, February 8, 2024, in Lake Wales at Lake Ashton Clubhouse. Reception starts at 6:00 PM with dinner at 7:00 PM.
- 3. The next City Commission Meeting will be on Monday, February 19, 2024.
- 4. He introduced and welcomed Clifton Bernard as the new Assistant Public Utilities Director.

**City Attorney Seth Claytor** welcomed Clifton Bernard and said he remained grateful to serve the great City of Lake Alfred.

### **Recognition of Citizens**

**Ron Pestone** said the city did a great job with repainting the elevated water tower. He said it looks great for the City.

Black History Month Proclamation

The mayor read the Black History Month Proclamation into the record and it was accepted by Brenda Arnold.

**Brenda Arnold** of 435 W. Pierce Street said it was a blessing and she was honored to accept the proclamation. She does not look at Black History as Black History as it comes in all different

February 5, 2024 City Commission Meeting Minutes

forms and colors. Her heart goes out to everyone no matter what color you are and everyone can do all types of things such as artists, singers, and dancers. We bleed the same blood and breathe the same air and that is her. Black History is for everyone and she thanked everyone saying we are family. She concluded by saying thank you.

Mayor Daley presented the Consent Agenda for consideration.

### Consent Agenda:

- 1.) City Commission Meeting Minutes for January 22, 2024
- 2.) City Commission Announcements

**Mayor Daley** opened the floor to public comments and seeing no one, she closed the floor to public comments.

**Commissioner Lake** made a motion to approve the consent agenda and the motion was seconded by **Vice Mayor Fuller**. The motion was unanimously approved.

Mayor Daley introduced the first business item for consideration.

1.) Resolution 05-24: CSI Cargo Site Plan

The City Attorney read the title of Resolution 05-24 into the record.

The City Manager presented the analysis. CSI Cargo, Inc. has requested a site development plan modification with variances. The request is to impact 0.29 acres of wetlands and to reduce the minimum fifty feet (50') wetland transitional zone or upland buffer to a minimum of twelve feet (12'). If approved, mitigation of the 0.29 acres may be required as part of the construction plan approval meeting the requirements of Section 7.3.5 for wetland mitigation and Section 7.5 for upland buffers. The City Commission may approve a mitigation plan that includes, but is not limited to, the following actions:

- 1. Preservation and maintenance regulations to reduce or eliminate the impact over time.
- 2. Compensation for the impact through enhancement of existing wetlands, re-establishment of wetlands that are no longer functioning, or the creation of new wetlands.
- 3. Repair, rehabilitation, or restoration of the wetland.
- 4. Specific design requirements based on the conditions of the site and the type of wetland to be created or restored.
- 5. Periodic monitoring to remove exotic or nuisance vegetation.
- 6. Preservation or creation of an appropriate habitat in an adjacent wetland zone.
- 7. A developer of a compensatory mitigation plan shall grant a conservation easement in accordance with Section 704.06, Florida Statutes, and Section 7.7 of this Code on the newly purchased, created, enhanced, or restored environmentally sensitive lands to protect them from future development. A legal mechanism other than a conservation easement may be considered, if appropriate, to carry out the purpose of this subsection.

The Planning and Zoning Board unanimously voted to recommend approval of the Site Development Plan with variances, staff-recommended conditions, and an additional condition to require on-site mitigation and revegetation.

The staff recommendation was for approval of Resolution 05-24.

The mayor opened the public hearing and seeing no one, she closed the public hearing.

**Director Bailey** added said the wetland wasn't discovered until much later in the process and we were aware of the floodplain. Due to the nature of the auto auction, the wetland is in a poor state of existence and was rated at a 3.3 out of 10. In this instance, we thought that what they were planning would be suitable for this location. They are maintaining a good portion of the wetland, they were planning on buying into a bank, the recommendation is to revegetate, and this is a very small impact. Since there is an impact, this item has to come before the City Commission for approval.

**Commissioner Lake** asked if the land was vacant and it was shared by the staff that the site still had a residential structure and scattered vehicles.

A brief discussion ensued about the property having a new mechanic shop, a parking lot, and the bays will open in the rear. It will also be landscaped on both sides with buffers, and it will look a lot better than the property does now.

**Commissioner Lake** made a motion to approve Resolution 05-24 approving the CSI Cargo Site Plan modifications with variances. The motion was seconded by **Commissioner Dearmin**. The motion was unanimously approved.

Mayor Daley introduced the next business item for consideration.

2.) Public Hearing: CCNA 23/24-01 Ranking Approval

The City Manager presented the analysis. The selection of engineering services is governed by Florida Statutes 287.055 under the Consultant's Competitive Negotiation Act (CCNA). The selection process requires that firms be evaluated and selected based on qualifications and selected in order of preference of no fewer than three (3) large firms and (1) one small firm, consisting of fifteen or fewer employees, deemed most qualified.

On October 23, 2023, the City Commission approved the Request for Qualifications (RFQ) that started the solicitation process, and the Master Continuing Professional Services Consulting Agreement was an addendum to the packet. The agreement established a general basis between the firm and the City for performing services (umbrella agreement). Specific projects or services will be carried out under separate agreements and/or "task orders" that will specify the scope, timeline, cost, and other provisions specific to each project. This setup is identical to the engineering services previously provided to the city through our current master agreements.

On January 26, 2024, the City's evaluation team solicited, evaluated, and ranked the firms based on qualifications and this item is for consideration for approval of the final ranking. After approval of the ranked firms by the City Commission, the City Manager will be authorized to negotiate and execute the Continuing Professional Services Consultant agreements with the top-selected firms. Expenses incurred with these firms will follow the City's purchasing policy and typically be for specific projects approved through task orders under their respective master agreement.

The city received thirteen submissions, eight from large firms and five from small firms. The topranked firms from the Evaluation and Ranking Committee for continuing service contracts are:

### Water/Wastewater

CPH, Inc.

281

Dewberry Wright-Pierce Chastain Skillman	274 267 264
<b>Transportation</b> Kittleson and Associates KCG	261 245
<b>Governmental Studies</b> Raftelis	268
<b>Surveying</b> Robert A. Stevens and Associate	271
<b>Architects</b> Furr, Wegman, and Banks	249

The staff recommendation is for approval of the top-ranked firms as presented.

**Mayor Daley** asked if this agreement would take the place of the bidding process and the city manager explained that the agreements would allow for the engineering to be assigned by task orders and the larger projects would still go out to bid.

The mayor opened the public hearing and seeing no one, she closed the public hearing.

Commissioner Dearmin said we were setting the bar for the city's success.

**Commissioner Dearmin** made a motion to approve the top-ranked firms as presented and authorize the City Manager to negotiate and execute the Continuing Services Contracts. The motion was seconded by **Vice Mayor Fuller**. The motion was unanimously approved.

The City Attorney said the way we set up the RFQ process was that there was a Master Continuing Consultants contract that was an addendum to the RFQ itself so you have already approved the form contract. Tonight, you have approved the scoring and the City Manager's authorization to enter into those Continuing Consultants contracts.

Mayor Daley introduced the next business item for consideration.

3.) Presentation: Department Updates

Finance Director Amber Deaton presented her department updates. Overview

- Reviewed the implementation timeline for NetSuite and went live on December 4, 2023
- The finance department is still working on processes
- Reviewed other new software with Accela for Community Development, EZ Facility for Parks and Recreation, Laserfiche Cloud for the City Clerk, and looking into Microsoft Copilot for the departments.
- Explained Microsoft Copilot as an Artificial Intelligence (AI) assistant that helps employees work more efficiently and effectively, and integrates with Microsoft 365 apps such as Word, Excel, PowerPoint, Outlook, and Teams. It also summarizes meetings, drafts documents, and emails, and analyzes data in spreadsheets.

February 5, 2024 City Commission Meeting Minutes

- Implemented remote check capture and positive pay.
- New relationship with Florida Safe and moved away from the bond fund with the Florida League of Cities.
- Reviewed upcoming projects: NetSuite Financials, NetSuite Payroll/HR, water and wastewater plant loans, sanitation rate study, cash flow analysis, and cross-training of the staff.

Public Works/Utilities Director John Deaton presented his department updates. <u>Overview</u>

<u>Utilities</u>

- The Buena Vista Lift Station project is still under construction
- Force Main at the Lakes
- Lake George Force Main Project
- CR557 Pipe Extension Project
- Showed photo of the by-pass pump
- Utility Projects Under Way
  - New Water Plant
  - CR557 Force Main
  - Wastewater Plant Upgrades for Advanced Nutrient Removal

### Streets

- New plants in the medians on US Highway 17/92
- Repaving of E. Pomelo Street
- New sidewalks on Lake Swoope Drive

Sanitation

- New Sanitation Truck
- There were 480.09 tons of recycled materials and 4,550.91 tons of waste.

During the presentations, the City Commission discussed the cybersecurity of software on cloudbased programs, the city established a redundant internet service line, and several bills circulating through the legislative sessions including increased homestead exemption, the restricting of Enterprise Fund Transfers, and extraterritorial surcharges.

The city manager said that our staff punched above our weight class and thanked Director Amber Deaton for looking ahead to futureproof our organization.

The City Commission thanked both Directors for their presentations. Other comments from the City Commission were that the medians and crepe myrtles looked great, and their appreciation for the staff.

**Mayor Daley** commented on the potholes on the state and county roads around the city and Director John Deaton shared that our new Public Works Superintendent had contacts with the County and has started to get some of the ones on CR-557 fixed. The mayor continued and said most of the potholes were made by the heavy truck traffic and then shared a personal story of hitting one that flattened her tire.

### **Recognition of Citizens:**

Police Chief Art Bodenheimer said since they were talking about the roads there was a coalition in Florida called the Coalition Against Bigger Trucks currently at the Federal Level there is a big move to allow trucks to be heavier and longer on our roadways. He said right now is 80,000 pounds and looking to go to 90,000 pounds or more and the dual trailers are to go from 25 feet to 35 feet each. That will have an incredible impact on our roads. The Police Chiefs Association is trying to oppose the initiative so it doesn't pass federally. There is a study on the economic impact when the trucks break down and block roadways, and the bridges in our cities aren't built for these sized trucks.

The city manager asked the Police Chief to get with him and maybe we could draft a resolution against it to take with him to the Police Chief's Association.

Brenda Arnold of 435 W. Pierce Street said she likes what we are doing and the upcoming plans. She said the staff does a great job. She thanked Finance Director Deaton and said she is a good person. You are all great people. Thank you.

Beverly Moore of Pierce Street asked about the crane outside City Hall and the city manager said the elevated water tower was being repainted. She shared she got \$200.00 off of her homeowner's insurance. You guys are doing a good job all of the time.

The mayor appreciated all of the staff in attendance saying it's great that they come to all of the meetings so the City Commission knows that the staff knows what is going on. Thanks for coming out tonight.

### **Commissioner Questions and Comments:**

**Commissioner Dearmin** said he was appreciative of all of the department heads and that we were moving forward as a city. Thank you.

**Mayor Daley** announced another field trip for the first graders at the Mackay property over a period of two days. There are about 140 first-grade students and the school is bulging at the seams. We are always looking for volunteers and it will be somewhere around the 26<sup>th</sup> and 27<sup>th</sup> of March. It's a fun time where we teach them about Gopher Tortoises and instill an appreciation of nature. Thank you.

**Commissioner Lake** said he spoke to Clifton and warned him that he would have to fill John Deaton's shoes. He said the first time he met him in Dundee he was picking up pieces of paper in front of City Hall and John is famous for that. He said the Growers Fertilizer Plant tour was fascinating and said it was a shame they couldn't salvage anything from there due to the contamination. We will get what we can. He shared about the Polk Count Regional Water Cooperative (PCRWC) and a visit to the Southeast Wellfield and it was just a small pump. He shared about taking a picture of the generator and said he went to the other field where the water is being pumped to and said that was where he saw the monster rig. That one was drilling the hole for the injection well. That was where most of the equipment was. He said the Ridge League should be fun and reminded everyone about the unveiling of a plaque for Albertus' house on the 17<sup>th</sup> that the historical society will present. Thank you.

**Vice Mayor Fuller** said it was great to have the staff in the back and thanked everyone for being here. He thanked the audience members in attendance and said it's a pleasure not to have to wear the hard hat in here tonight. Busy week with Ridge League and said he thanked Chief Bodenheimer and Director John Deaton for making the Growers Fertilizer tour safe before the

February 5, 2024 City Commission Meeting Minutes

group entered the facility. It was nice to see what the tradesman did many years ago and it was something to be able to see. He shared he is going to Orlando on Friday for his third IEMO now called the Leadership Class and is looking forward to that. He asked what the status of the food trucks in our city was.

The city manager said when we went through the code re-write process the previous code was silent on it and then we captured it to allow a food truck tied to a primary business. If there were multiple food trucks or a stand-alone, we allowed for a POD which has a separate process and would require parking and access to restrooms.

**Director Bailey** said all food trucks operating in the city are required to have a business tax receipt and those at city events are reviewed for a license, Department of Health certificate, and have a fire marshal inspection. Those operating outside of a city event get their business tax receipts which allows them to operate at approved venues for a year with certain criteria and the requirements of parking and access to restrooms. We did establish a process in the code rewrite and just haven't had any come in to request a POD.

Vice Mayor Fuller concluded by saying thank you.

Without further discussion, at 8:36 p.m., the City Commission meeting was adjourned.

Respectfully submitted,

Linda Bourgeois, BAS, MMC, City Clerk

### MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES BETWEEN THE CITY OF LAKE ALFRED, FLORIDA, AND CONSULTANT

MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR THIS ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES (hereafter the "Agreement") is made and entered into on this 19th day of *February*, 2024 (hereafter the "Effective Date"), by and between The City of Lake Alfred, a VFlorida, "CITY"). municipal (hereafter corporation the Florida, and

Robert A. Stevens & Associates,

(hereafter the "CONSULTANT").

### FACTUAL RECITALS

WHEREAS, the City as required by Florida Law advertised a Request for Qualifications 23/24-01 ("RFQ 23/24-01") for the provision of architectural, engineering, planning, and various professional consulting services; and

WHEREAS, the CITY 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 CITY to areas within the Corporate CITY Limits and to the unincorporated area(s) in Polk County; and

WHEREAS, the CITY 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 23/24-01, sections:

2.6 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 CITY projects in accordance with the Agreement, as follows:

### 2.6.1 Services Related to Utility Systems:

Inc.

- > Potable water treatment, transmission, and distribution
- > Sanitary sewer treatment, transmission, and collection
- > Reclaimed water treatment, transmission, and distribution
- > Stormwater treatment, transmission, and distribution Hydrological modeling services
- > Water quality services
- GeoDesign and green infrastructure systems
- > Water Use Permits
- Stormwater planning and modeling

### 2.6.2 Services Related to Transportation Systems:

- > Roads, bridges, sidewalks, intersections, signalization design, and drainage
- Transportation
- Urban and Multi-Modal Transportation
- Traffic signage And
- > Traffic control device(s) and instrumentation
- Streetscaping

## Page 1 of 35

Item 3.

- > Pedestrian enhancements on existing streets
- Complete streets and multimodal projects
- > Traffic engineering and intersection studies
- > Advanced traffic management system
- > Truck routes and alternate means of transportation
- > Trails and greenways

# 2.6.3 Services Related to Solid Waste/Recycling:

- ➢ Waste stream studies
- Other solid waste/recycling-related services
- Route studies
- Solid waste operation(s) planning

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- > Facility and site lighting
- > Playgrounds, recreational facilities, and site design

## 2.6.5 Services Related to Other City Departments or Projects:

- Landscape Irrigation design services
- > Facility and site lighting
- > Playgrounds, recreational facilities, and site design
- Environmental studies Phase I and Phase II
- Stormwater planning and modeling
- Land Use Planning
- FEMA Community Rating System updates
- > Policy Analysis
- Economic Impact Analysis
- > Land use, zoning, land development, and building application review
- Project outreach and communication
- Facility citing (city hall, police, fire, etc.)
- Financial Studies
- > Departmental application development
- ➤ Historic venue(s) and historic restoration

Any other associated municipal functions within the CITY's service area(s) as further described in the CITY's Scope of Work set forth in RFQ 23/24-01 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 CITY 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 CITY in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY 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 CITY upon the terms and conditions hereinafter set forth; and

Page 2 of 35

Item 3.

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

Item 3.

127

WHEREAS, it is in the best interests and will promote the health, safety, and welfare of all citizens and residents of the CITY for the CITY 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 CITY's annual appropriations process, the CITY 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 23/24-01, 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 CITY 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 City of Lake Alfred Charter, City of Lake Alfred Code of Ordinances, City of Lake Alfred Unified 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, City of Lake Alfred, and any and all other public authority which may be applicable.

"CITY" means the City of Lake Alfred, 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 CITY 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.

"CITY Code" means the City of Lake Alfred Code of Ordinances and the City of Lake Alfred Unified Land Development Code.

"CITY Commission" means the duly elected City of Lake Alfred CITY Commission and/or governing body of the City of Lake Alfred.

"CITY Representative" means the CITY Manager, or her/his designated appointee, who is authorized to act on behalf of the CITY in the administration of this Agreement. The CITY 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 City of Lake Alfred, Florida.

"Contract Documents" means the RFQ XX-XX; 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 XX-XX; Change Orders issued after the Agreement is

Page 3 of 35

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 CITY Commission at a duly noticed public meeting.

Item 3.

128

*"Indemnification"* means, for purposes of this Agreement, CONSULTANT shall hold harmless, indemnify, and defend the CITY, 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY 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 CITY, agrees to provide and perform such professional architectural, engineering, planning, and various professional consulting services as the CITY may require, from time to time, including but not limited to, providing professional architectural, engineering, planning, and various professional advice as set forth in the Scope of Work for RFQ 23/24-01 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.

Page 4 of 35

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

### Item 1. General Consulting Services

1.1 The CITY 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 CITY as a result of the services), and (6) the services, information, and data that can be provided by the CITY to CONSULTANT.

Item 3.

- **1.2** The CITY 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 CITY 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 CITY, a representative of the CONSULTANT shall attend meetings of the CITY to advise and assist in matters within the scope of the CONSULTANT's profession as well as to clarify and help define the CITY'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 CITY.
- **1.6** The CONSULTANT shall be available for office consultation at the CONSULTANT's place of business in Florida and maintain liaison with CITY 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 CITY with a preliminary study and report to determine the feasibility of a proposed TASK ORDER, the CONSULTANT shall:

2.1 Consult with the CITY to clarify and define the CITY's requirements under the TASK ORDER.

2.2 Obtain from the CITY, 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.

Page 5 of 35

- 2.3 Advise the CITY as to the necessity of the CITY'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 CITY'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 CITY.
- 2.5 Provide a general economic analysis of the CITY'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

130

### the CITY.

### 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 CITY.
- **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 CITY 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 CITY to discuss preliminary submittal reviews by the CITY.
- **3.5** Provide services to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by the CITY or others to the CONSULTANT. Such verification services shall be set forth in the applicable TASK ORDER(S).
- **3.6** Advise the CITY if additional data or services are necessary for preliminary design and assist the CITY 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 CITY.
- **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.

Page 6 of 35

**3.10** Assist the CITY in obtaining preliminary approval of the proposed work from any Local, State or Federal Agency having jurisdiction over the TASK ORDER(S).

Item 3.

131

### 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 CITY 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 CITY).
- **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 CITY 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 CITY or by contractors of any level. When such delays beyond the CONSULTANT's reasonable control occur, the CITY 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 CITY in acquiring the approval from Local, State and Federal Regulatory Agencies. The CONSULTANT shall also assist the CITY 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 CITY in order that all phases of the work may be properly scheduled and coordinated. At this Final Design Phase, the CONSULTANT will furnish the CITY 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 CITY for reference and file.
- **4.8** Report the status of TASK ORDER(S) to the CITY Manager or her/his designee upon request, and hold the drawings, calculations, and related work open to the inspection of the CITY Manager or her/his authorized agent or designee at any time.
- **4.9** Submit to the CITY 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 CITY in writing with each submittal of the estimated project construction cost.

Page 7 of **35** 

- **4.10** Submit to the CITY 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 CITY. Additional copies required shall be furnished at actual cost of reproduction if requested by the CITY. 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 CITY 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 CITY 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 CITY and furnish a copy for each set of *Contract Documents* at actual cost of reproduction. Distribution will be made by the CITY.
- **5.3** Consult with and advise the CITY 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 degree to L blitting the bidding degree to L

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 CITY 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 CITY 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 CITY and act as its representative as provided in the CITY's Standard Construction Contract Documents (Construction Contract Documents). The CITY 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 CITY with representatives of the Contractor(s), subcontractor(s), utility companies, etc., for each Project

Page 8 of 35

as determined necessary by the CITY.

- 6.3 Consult with the CITY concerning the acceptability of subcontractors and other persons and organizations proposed by the general contractor for portions of the work.
- Furnish to contractors, at contractor's expense, as many copies as necessary of the completed **6.4** construction drawings and specifications for construction purposes at cost of reproduction.
  - In addition, the CONSULTANT may provide, if requested by the CITY in a TASK 6.4.1 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 CITY 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 CITY, and shall be submitted to the CITY 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 CITY 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.

Defective Work. During such visits and on the basis of such observations, the 6.4.4 CONSULTANT shall keep the CITY informed of the progress of the work, shall

Page 9 of 35

Item 3.

endeavor to guard the CITY 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 CITY in a timely manner of defect(s) in the Contractors or Subcontractors work and of the action taken to have the defect(s) corrected. Item 3.

134

- **6.5** Advise and consult with the CITY 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 CITY'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 CITY'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, hands, and equipment of the schedules.

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 CITY 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 CITY, 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 CITY 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 Page 10 of 35

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 CITY of the release of progress payments for the work in question.

Item 3.

135

**6.10** Conduct a site visit, in company with the CITY 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 CITY as to interpretations of the Contract Documents in any disputes between the CITY 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 CITY 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 CITY, 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 CITY and the design and construction contract principals; other local, state, or federal parties (when directed by the CITY).

directed by the CITY); or private entities that may also be involved. Upon identification of a potential Contractor claim, the CONSULTANT shall immediately notify the CITY 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 CITY 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 CITY 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

Page 11 of 35

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 CITY

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

<u>Item 1</u>. 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 CITY's representative with respect to the work

136

to be performed under this Agreement (hereafter the "CITY Representative"). The CONSULTANT may rely upon the fact that the CITY's Representative has complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. The CITY Representative shall also (1) communicate the CITY'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 CITY's nonperformance of any obligations under this Agreement and/or any TASK ORDER(S) issued hereunder. All determinations made by the CITY Representative, as outlined above, shall be final and binding upon the CONSULTANT in regard to appeals to a court of competent jurisdiction.

**Item 3**. Furnish CONSULTANT with reasonably available technical and other data in CITY'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 CITY 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 CITY.

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 CITY properties, and provide assistance with access to properties not owned by the CITY as required to perform and complete the Services.

**Item 6**. If CONSULTANT's scope of work includes services during construction, CITY 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.

CITY 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 CITY or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation

Page 12 of 35

CITY 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 3.

137

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 CITY may require to ascertain how or for what purpose the Contractor has used the money paid to him

# 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 CITY shall have sole responsibility as between CITY 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, CITY 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 CITY 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 CITY prior to its effective date. The revised hourly rate schedule shall take effect unless written notice is received from the CITY 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 CITY shall only be obligated to pay for those Services of any TASK ORDER(S).

# ARTICLE VII. DIRECT AND REIMBURSABLE EXPENSES

The CITY shall reimburse the CONSULTANT for certain direct out-of-pocket expenses (see itemized list below). Such direct charges shall be submitted to the CITY 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 CITY or included in the TASK ORDER.

# Item 1. Travel and Subsistence

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

Page 13 of 35

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.

138

### 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 CITY Manager or CITY'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 CITY'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 CITY 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 CITY 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 CITY may withhold payment otherwise due and payable to the CONSULTANT; provided, however, that the CITY shall not unreasonably withhold other payment(s) that may not otherwise be in dispute. Any payment so withheld may be retained by the CITY for such period as it deems advisable, in its sole and absolute discretion, to protect the CITY against any loss or deprivation that the CITY 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 CITY and no person shall have any right against the CITY and/or its employees and officials by reason of the CITY's withholding of payment(s). Interest [one percent (1%) simple interest, per month] shall only be payable by the CITY on any amounts withheld under this provision if the CITY has acted without justification. This provision is not intended to limit or in any way prejudice any other right the CITY may have in this regard or any right or defense that the CONSULTANT might choose to exercise against the CITY.

# 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

Page 14 of 35

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 CITY 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 CITY 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 CITY. This Subsection does not affect any other portion of this Agreement and/or any TASK ORDER(S) issued

139

hereunder, that extends obligations of the parties beyond final payment.

Under present Florida Law, the CITY is exempt from sales taxes imposed upon professional services when the CITY 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 CITY 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.

## <u>ARTICLE IX. SCHEDULE OF WORK</u>

The CITY 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 CITY, through the CITY Manager, his designee or CITY 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 CITY. The CONSULTANT shall be responsible for advising the CITY when the validity, completeness or accuracy of information is of concern.

Page 15 of 35

CITY 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. CITY acknowledges that such influences may not be precisely forecasted and are beyond the control of CONSULTANT and that actual costs incurred may vary substantially from the estimates prepared by CONSULTANT. CONSULTANT does not warrant or guarantee the accuracy of construction or development cost estimates.

### Item 4. Construction Phase Services

4.1 CONSULTANT's Activities at Construction Site. The presence of CONSULTANT's

personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make CONSULTANT responsible for those duties that belong to CITY 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 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 CITY 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 CITY 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

Page 16 of 35

Item 3.

the CITY in its audit process and the CITY shall pay for the reasonable cost of reproducing such records in accordance with the provisions of Article VII, Item 2 of this Agreement.

Item 3.

141

### 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 CITY.

### <u>ARTICLE XIII. SPECIAL PROJECTS</u>

Periodically, the CITY 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 CITY bond issues. The CITY, 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 CITY 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 CITY 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 CITY and CONSULTANT are public records and subject to public records requests.

CONSULTANT and CITY 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. CITY's alteration of CONSULTANT's work product or its use by CITY for any other purpose shall be at CITY's sole risk, and CITY 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 CITY, 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. CITY agrees to hold harmless, indemnify and defend CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration by the CITY of electronic copies.

If requested, solely as an aid and accommodation to CITY, 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. CITY is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media

Page 17 of 35

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. CITY 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 CITY to indemnify CONSULTANT, the CITY does not intend to waive any sovereign immunity. Further regardless of whether any such obligations which are the subject of any indemnification by the CITY hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the CITY and any indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose

142

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 CITY and CONSULTANT.

## **ARTICLE XV. INDEMNIFICATION AND INSURANCE**

# Item 1. CONSULTANT'S F.S. § 725.08 Indemnifications

**1.1** CONSULTANT shall indemnify and hold harmless the CITY, 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 CITY 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).

# Page 18 of 35

CONSULTANT shall indemnify, defend, and hold harmless the CITY, 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 CITY, 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 CITY, 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.

### **Payment of Claims** 1.3

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 CITY that such amount is due, be made by CONSULTANT prior to the CITY being required to pay same, or in the alternative, the CITY, at the CITY'S option, may make payment of an amount so due and CONSULTANT shall promptly reimburse the CITY for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the day of the CITY'S payment.

### **Defense of CITY; Attorneys' Fees, Costs and Expenses** 1.4

CONSULTANT agrees, at its own expense, after receipt of written notice from the CITY, to defend any action against the CITY 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 CITY 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 CITY, fails to make any payment due hereunder to the CITY, CONSULTANT shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from CITY. 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 CITY'S favor.

### **Consideration for Indemnifications** 1.5

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 CITY in Article XV and deems such sum to be adequate consideration.



Item 3.

### Item 2. INSURANCE

### **Insurance in General** 2.1

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 CITY, 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 CITY with:

Item 3.

144

(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 CITY and the CITY's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

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

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

2.2 <u>Types of Insurance and Limits of Liability</u>

2.2.1 <u>Workers' Compensation/Employers' Liability</u>

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 CITY 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 CITY 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

# Page 20 of 35

The CITY and the CITY'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 <u>Automobile Liability Insurance</u>

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, nonowned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CITY 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 CITY 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 <u>Insurance Administration</u>

Insurance certificates, evidencing all insurance coverage referred to in this Subsection (hereafter the "Insurance Certificates"), shall be filed (or be on file) with the CITY at least ten (10) Calendar Days after the final execution of this Agreement. The Insurance Certificates shall be fully acceptable to the CITY 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 CITY. 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 CITY [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

Page 21 of 35

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 CITY, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) acceptable to the CITY. Failure of the CONSULTANT to obtain the CITY's approval, or to satisfy the CITY 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 CITY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by the CITY within the time limits described in this Subsection.

## 2.4 <u>CITY's Right to Inspect Policies</u>

The CONSULTANT shall, upon thirty (30) Business Days' written request from the CITY, deliver

146

copies to the CITY 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 CITY. It being the intent of the parties that the CITY 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 CITY or the CITY'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 CITY or the CITY's members, officials, officers and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY'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 CITY and the CITY's members, officials, officers and employees.

(d) Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the CITY 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 CITY 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 CITY 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 CITY 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 CITY, at its sole discretion, may cancel the Agreement and all rights, title and

Page 22 of 35

interest of the CONSULTANT shall thereupon cease and terminate. The CITY 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 CITY, nor shall the CONSULTANT allow any sub-consultant to commence performance of duties under any TASK ORDER with the CITY until all similar such insurance coverage and Insurance Certificates required of the sub-consultant have been obtained and approved by the CITY or the CITY Representative. Item 3.

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

Nothing herein is intended to act as a waiver of the CITY'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 CITY, which CITY has clearly identified as "confidential", and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of CITY. 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

(b) was available to CONSULTANT on a non-confidential basis prior to its disclosure by CITY; 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 CITY and shall cooperate with CITY prior to disclosure so that CITY 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 CITY

By written notice to CONSULTANT, CITY 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 CITY'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. CITY's suspension of any Services provided under this Agreement

Page 23 of 35

and/or any TASK ORDER(S) issued hereunder shall be without prejudice to any other remedy of CITY at law or equity.

Item 3.

148

### Item 2. By CONSULTANT

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

### **ARTICLE XVIII. TERMINATION OF AGREEMENT**

Item 1. This Agreement may be terminated by CITY 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 CITY and CONSULTANT neither cures such material breach nor makes reasonable progress toward cure within 15 Business Days after CITY 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 CITY materially breaches this Agreement through no fault of CONSULTANT and CITY 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 CITY, 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 CITY 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 CITY 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 CITY 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 CITY, 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

Page 24 of 35

the CONSULTANT's Services under this Agreement and/or any Task Order issued hereunder.

## ARTICLE XXI. APPLICABLE LAW; STATE LAW COMPLIANCE

Item 3.

149

### Item 1. <u>Compliance with Applicable Law</u>.

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 CITY that no elected official, officer, employee, or agent of the CITY 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 CITY 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 CITY shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the CONSULTANT. The CONSULTANT shall also require, by contract, that all subconsultants shall comply with the provisions of this Subsection.

### Item 2. <u>State Law Compliance</u>.

Scrutinized Companies. Section 287.135 of the Florida Statutes states that a company is (a) ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY 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 CITY may terminate this Agreement at the CITY'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

Page 25 of 35

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.

150

(e) No Consideration of Social, Political, and Ideological Interests. CONSULTANT acknowledges receipt of notice from the CITY 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 CITY 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.

Contracting with Foreign Entities. By executing this Agreement, CONSULTANT certifies (f)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 CITY 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 CITY 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.

### <u>ARTICLE XXII. FORCE MAJEURE</u>

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) Page 26 of 35

acts of God, (3) failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's instruments of service promptly, and (4) faulty performance or nonperformance by CITY, CITY'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 CITY 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.

151

### 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 10<sup>th</sup> 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 CITY 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:

Company Name: Attn: Address City, State ZIP Phone: (xxx) xxx-xxxx Fax: (xxx) xxx-xxxx

CITY:

Linda Bourgeois, City of Lake Alfred Attn: RFP 23/24-01 155 E. Pomelo Street Page **27** of **35**  Lake Alfred, Florida 33850 Phone: (863) 291-5270

With a copy to:

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

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

# **ARTICLE XXVII. MISCELLANEOUS PROVISIONS**

Documents, drawings, specifications, and electronic information/data, including computer-Item 1. aided drafting and design ("CADD"), prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY 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 CITY's sole risk and without liability to CONSULTANT. Electronic data delivered to CITY shall be for CITY's convenience only and shall not include the professional stamp or signature of an engineer or architect.

Item 2. CITY 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 CITY. 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 CITY.

### Item 4. Waiver of Claim

The CONSULTANT and the CITY 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.

## Page 28 of 35

Item 3.

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

Item 3.

153

## Item 6. CONSULTANT's Project Team

Subject to the approval of the CITY or CITY 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 CITY and the CITY or CITY 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 CITY 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 CITY or the CITY 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 CITY or the CITY Representative's written approval. The CITY 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 CITY'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 CITY 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 CITY 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 CITY or the CONSULTANT to qualify for local, state or federal funding for the Services to the 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 CITY 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 CITY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend all

Page 29 of 35

related CITY/CONSULTANT contractual obligations, and to revise such TASK ORDER budgets accordingly.

Item 3.

154

## 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 CITY, 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

## **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 CITY right or CITY power accruing upon any event of default shall impair any CITY right or CITY power nor shall it be construed to be a waiver of any event of default or acquiescence in it, and every CITY right and CITY power may be exercised from time to time as often as may be deemed expedient.

## ARTICLE XXXII. TIMELINESS

The CITY 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 CITY, 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 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

Page 30 of 35

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 CITY 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 CITY.

Item 3.

155

## **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 CITY 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 CITY 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 CITY 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 XXXVIV. 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 CITY. 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 CITY, said expiration and/or deadline

Page 31 of 35

shall be automatically tolled until 5:00 pm on the next available business day which the CITY is open for business to the public.

Item 3.

156

# ARTICLE XXXX. NO THIRD PARTY BENEFICIARIES

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

# **ARTICLE XXXXI. INDEPENDENT CONTRACTOR**

Notwithstanding any provision of this Agreement and/or any TASK ORDER issued hereunder the CONSULTANT and CITY 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 CITY 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 CITY 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 XXXIV. PUBLIC RECORDS

# Public Records. CONSULTANT agrees to:

4.

- 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.
  - 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 upon completion of the Agreements. 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

Page 32 of 35

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, LINDA BOURGEOIS, CITY CLERK, (863) 291-5270, EXT. 106, LBourgeois@mylakealfred.com, 155 E. POMELO STREET, LAKE ALFRED, FLORIDA, 33850.

If the CONSULTANT does not comply with a public records request, CITY 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.

Item 3.

157

## [Remainder of page intentionally left blank]

### Page 33 of 35

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. Consultant: Robert A. Stevess & ASSOC. INC. By: Managing Member

Witness

Date

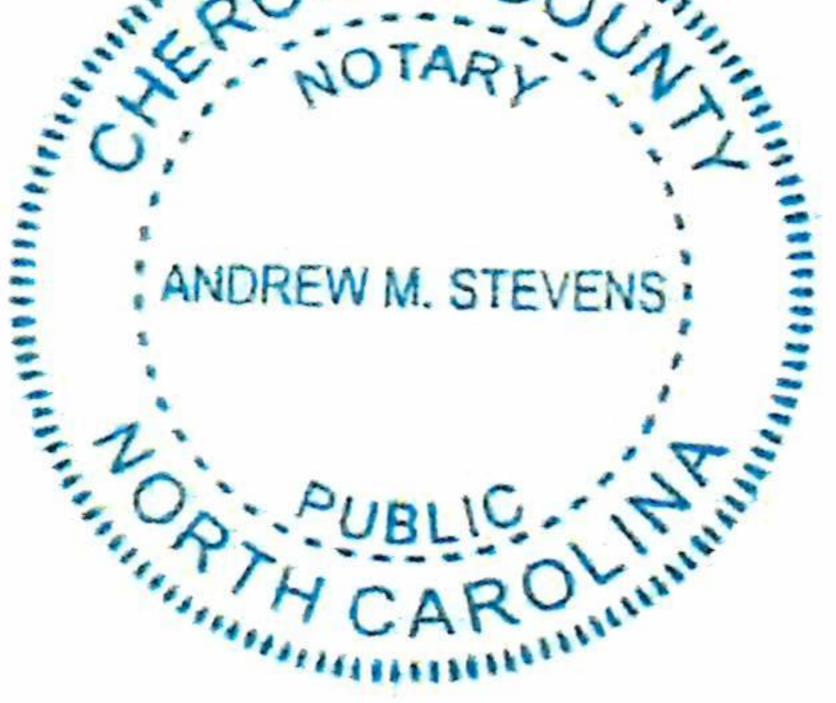
North Carolina

STATE OF FLORIDA COUNTY OF Cherokee

The foregoing instrument was acknowledged before me, by means of  $\square$  physical presence or  $\square$  online notarization, this <u>17+h</u> day of <u>February</u>, 2024, by <u>Retain Sevens</u> as <u>President</u>, on its behalf, who is personally known to me or who has produced <u>NA</u>

Notary Public, State of Florida North Carolina Printed Name: Andrew M. Stovens My commission expires: 7/26/26

19 A



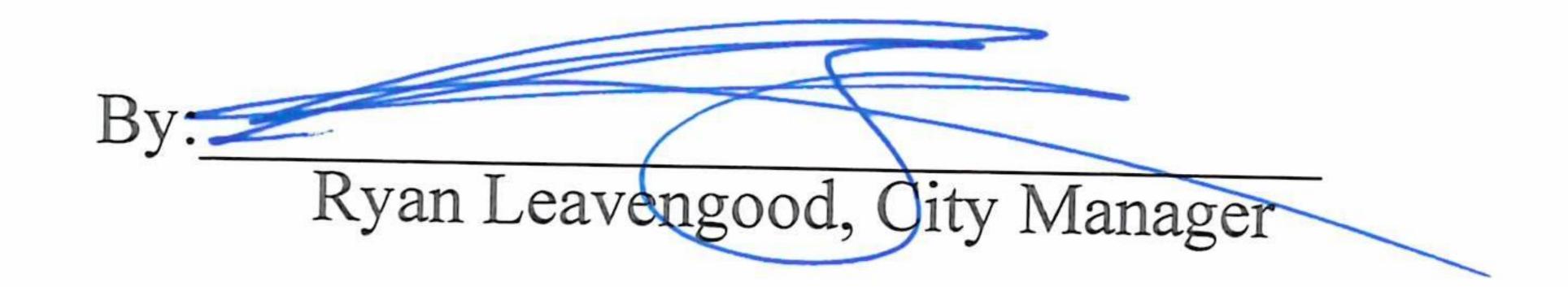
2

Page 34 of 35

Item 3.



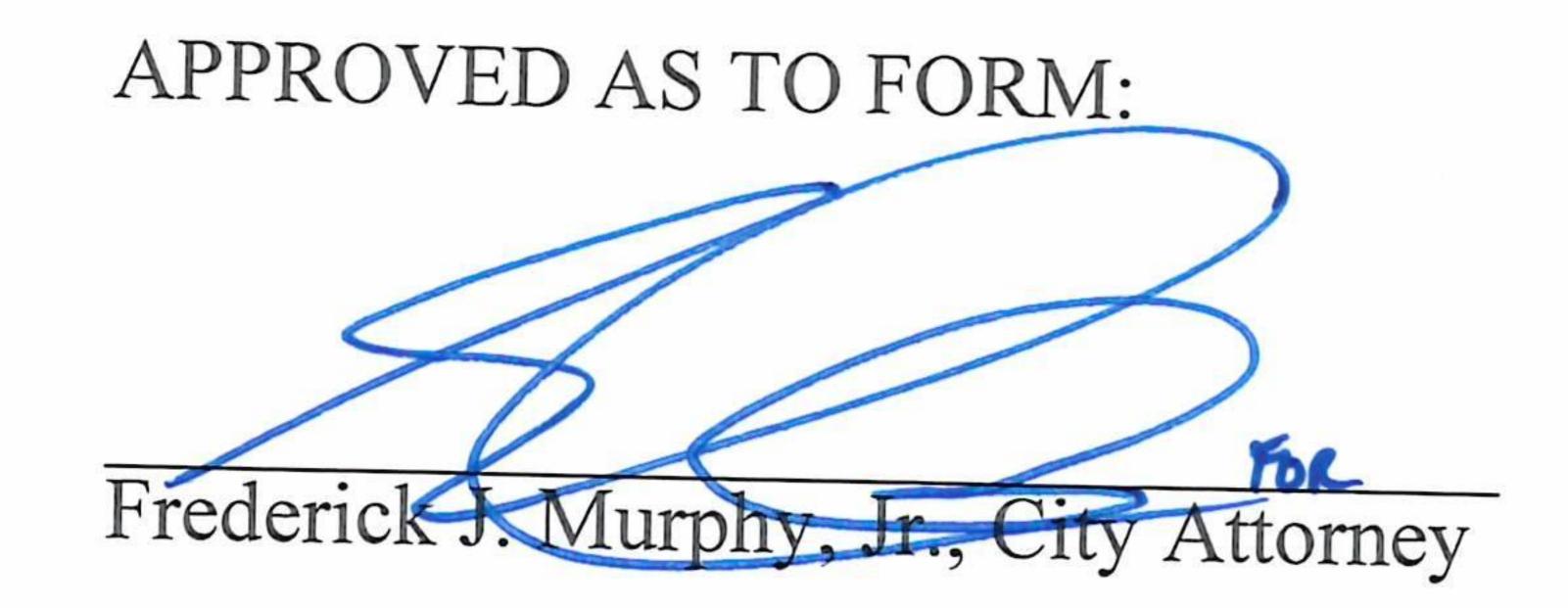
### CITY OF LAKE ALFRED



ATTEST:



218124



## Page 35 of 35

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Item 3.

ACORD®		ROBEAST-02 HARR
C	ERTIFICATE OF LIABILITY INS	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMATIN BELOW. THIS CERTIFICATE OF INSU REPRESENTATIVE OR PRODUCER, AN	IRANCE DOES NOT CONSTITUTE A SOUTH OF ALL	NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS TER THE COVERAGE AFFORDED BY THE POLICIES BETWEEN THE ISSUING INSURER(S), AUTHORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	S AN ADDITIONAL INCLIDED the self-self-	ive ADDITIONAL INSURED provisions or be endorsed. policies may require an endorsement. A statement on
PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT Jessica H NAME: PHONE (A/C, No, Ext): (954) 3	Harris
		URER(S) AFFORDING COVERAGE NAIC #

Item 3.

160

		INSUDED D. Nation	al Eira Ina-	urance Co of Hartford	······	
Robert A Stevens & Associates, Ir				20478		
210 Lena Vista Blvd		INSURER C : Transp		20494		
Auburndale, FL 33823		INSURER D :	——————————————————————————————————————			
		INSURER E :				
		INSURER F :				
<u>COVERAGES</u> <u>CERTIFIC</u>	ATE NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUIR	INSURANCE LISTED BELOWH	AVE BEEN ISSUED		REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTA	EMENT, TERM OR CONDITION	OF ANY CONTRA	CT OR OTHE	R DOCUMENT WITH RESP		
EXCLUSIONS AND CONDITIONS OF SUCH POLICI	ES LIMITS SHOWN MAY HAVE	DED BY THE POLIC	IES DESCRI	BED HEREIN IS SUBJECT	TO ALL 1	HE TERMS
TYPE OF INSURANCE ADDLS	UBR			<b>D</b> .		
A X COMMERCIAL GENERAL LIABILITY	VVD POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
CLAIMS-MADE X OCCUR				EACH OCCURRENCE	S	1,000,000
	7012825539	6/21/2023	6/21/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	e	1,000,000
					 	10,000
				MED EXP (Any one person)	5	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$	
X     POLICY     PRO- JECT     LOC				GENERAL AGGREGATE	\$	2,000,000
OTHER:				PRODUCTS - COMP/OP AGG	\$	1,000,000
B AUTOMOBILE LIABILITY					\$	
ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	7012824973	6/21/2023	6/21/2024	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS				BODILY INJURY (Per accident)		
X     HIRED AUTOS ONLY     X     NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	<b>₽</b>	······································
					\$	······································
UMBRELLA LIAB OCCUR					\$	
EXCESS LIAB CLAIMS-MADE				EACH OCCURRENCE	\$	
DED RETENTION \$				AGGREGATE	\$	
C WORKERS COMPENSATION					\$	
	712824861			X PER STATUTE OTH- ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE N N / A	112024001	6/21/2023	6/21/2024	E.L. EACH ACCIDENT	\$	100,000
If yes, describe under				E.L. DISEASE - EA EMPLOYEE	•	100,000
DESCRIPTION OF OPERATIONS below					······	1,000,000
A Professional Liabili	LSH591854072	3/23/2023	3/23/2026	E.L. DISEASE - POLICY LIMIT Per Claim	\$	
						1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC)						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO	Romannal Remarks Schedule,	may be attached if more	space is require	ed)		

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Lake Alfred 155 E. Pomelo Street Lake Lake Alfred, FL 33850	AUTHORIZED REPRESENTATIVE
ACORD 25 (2016/03)	© 1988-2015 ACORD CORPORATION. All rights reserved.

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### FIRST AMENDMENT TO MASTER CONTINUING PROFESSIONAL CONSULTING AGREEMENT FOR ARCHITECTURAL, ENGINEERING, PLANNING, AND VARIOUS CONSULTING PROFESSIONAL SERVICES BETWEEN THE CITY OF LAKE ALFRED, FLORIDA, AND CONSULTANT

This First Amendment To Master Continuing Professional Consulting Agreement For Architectural, Engineering, Planning, and Various Consulting Professional Services between the City of Lake Alfred, Florida, and Consultant (hereafter the "Amendment") is agreed upon by the parties and appended to the agreement(s), addendum(s), deliverable(s), purchase(s), order(s), form(s), service(s), package(s) and contract(s) (collectively, the "Contract Documents"), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the "Town") and the following Vendor (collectively hereinafter referred to as the "Parties"):

Name of Vendor:	Robert A. Stevens & Associates, Inc., a Florida corporation 210 Lena Vista Blvd. Auburndale, FL 33823
Name of Contract:	City of Lake Alfred Request for Qualifications RFQ 23/24-01; City of Lake Alfred Addendum for the City of Lake Alfred Request for Qualifications RFQ 23/24-01; Robert A. Stevens & Associates, Inc., Bid Proposal for the City of Lake Alfred Request for Qualifications RFQ 23/24-01; Master Continuing Professional Consulting Agreement For Architectural, Engineering, Planning, and Various Consulting Professional Services between the City of Lake Alfred, Florida, and Consultant, Robert A. Stevens & Associates, Inc. (hereinafter collectively referred to as the "Contract").

§ 1. <u>Factual Recitals.</u> The factual recitals and referenced exhibit(s) provided for in this Amendment and provided for by *Town of Dundee Resolution No. 25-01* are incorporated herein as true and correct statements which form a factual and material basis for the Town's adoption and entry into the Contract which includes, but is not limited to, this Amendment between the Vendor and Town, as follows:

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

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

### **Resolution No. 25-01**

(c) Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorize the Town to enter into this Amendment with the Vendor; and

(d) pursuant to Section 2-159 of the Code of Ordinances of the Town of Dundee, Florida (hereafter the "Code"), which is entitled *source selection*, nothing prohibits the Town from renewing purchase order(s) or contract(s) provided the vendor was originally selected through a *competitive selection process* and such renewal is within the scope of the original purchase order and/or contract; and

(e) Town requires professional consulting services in furtherance of ongoing and continuous projects; and

(*f*) on October 29, 2024, the City of Lake Alfred (hereafter "Lake Alfred"), a Florida municipal corporation organized and existing under the laws of the State of Florida, advertised and/or published notice (hereafter the "Notice") of the City of Lake Alfred Request for Proposal No. RFQ 23/24-01 (hereafter "RFQ 23/24-01"); and

(g) RFQ 23/24-01 was a *competitive sealed bid procurement* for Consulting Professional Services; and

(h) on December 7, 2024, in response to the Notice, Vendor submitted its *bid* submission to and/or for RFQ 23/24-01 for the procurement of Consulting Professional Services; and

*(i)* Vendor is an active Florida Corporation authorized to transact business in the State of Florida; and

(*j*) on February 4, 2024, at a duly noticed public meeting, Lake Alfred voted to award ------ RFQ 23/24-01 to Vendor to provide professional Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and consulting services; and

(k) on February 4, 2024, Lake Alfred and Vendor entered into that certain Agreement For Purchase of Consulting Professional Services; and

(1) on August 17, 2024, pursuant to the terms and conditions set forth in RFQ 23/24-01 and Master Continuing Professional Consulting Agreement For Architectural, Engineering, Planning, and Various Consulting Professional Services between the City of Lake Alfred, Florida, and Consultant, Robert A. Stevens & Associates, Inc.; and

(*m*) on January 14, 2025, the Town Commission of the Town of Dundee, Florida (hereafter the "Town Commission"), at a duly noticed meeting, adopted *Town of Dundee Resolution No. 25-01* (hereafter the "Resolution"); and

(n) on January 14, 2025, the Town Commission, at a duly noticed public

### **Resolution No. 25-01**

meeting, found that the Town has a need for *professional Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and consulting services*; and

(*o*) on January 14, 2025, the Town Commission, at a duly noticed public meeting, found that the the competitive sealed bid process(es) and procedure(s) utilized by Lake Alfred are substantially the same as would be utilized by the Town in order to adhere to and/or comply with Section 2-159(2) of the Code and therefore adopted same as the *competitive sealed bid process* required for the procurement of *professional Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and consulting services*; and

(p) on January 14, 2025, the Town Commission, at a duly noticed public meeting, elected to piggyback the Contract; and

(q) copies of the Contract are attached to this Amendment as **Composite Exhibit** "A" and made a part hereof by reference; and

(r) Vendor and Town acknowledge, affirm, and agree that certain amendments to the Contract are necessary in order to comply with applicable Florida law; and

(s) Vendor acknowledges and agrees that the Contract and this Amendment are governed by Florida law; and

(t) Vendor and Town acknowledge, affirm, and agree that entry into the Contract is contingent upon the terms and conditions set forth in this Amendment; and

(u) Vendor and Town agree to amend the Contract to provide for additional provisions, specifically indemnification; venue; and explicitly incorporate provisions of Section 119.0701 of the Florida Statutes regarding public records into this Amendment and to confirm the parties intent regarding public records that may be created relating to the services performed under the Contract which includes, but is not limited to, this Amendment; and

(v) Vendor and Town acknowledge, affirm, and agree that the Town will be included as an additional insured under any applicable Comprehensive General Liability policy, and the Town will be identified as an additional insured on any certificate(s) of insurance for any applicable policy of insurance related to the services which are the subject of the Contract and/or this Amendment; and

(w) Vendor acknowledges, represents, and agrees that the Contract which includes, but is not limited to, this Amendment are to be liberally interpreted and construed in favor of the Town; and

(x) Vendor and Town acknowledge and agree that the terms and conditions set forth in this Amendment governs the contractual relationship and, in the event of any

conflict between this Amendment and the Contract, this Amendment is the controlling document; and

(y) Vendor acknowledges, agrees, and represents that, prior to executing this Amendment, it has reviewed this Amendment with its legal counsel and fairly negotiated this Amendment at arm's length; and

(z) Vendor and Town acknowledge, affirm, and agree that mutual consideration has been given herein in exchange for the entry into the Amendment.

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

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

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

(c) "Town Commission" means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee, Florida.

(d) "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 the Contract which includes, but shall not be limited to, this Amendment. The Town Representative does not have the authority to waive or modify any condition or term of this Amendment.

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

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

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

(h) "Effective Date" means, for purposes of calculating time periods and the commencement of the term of the Contract, the date on which this Amendment is approved and

Item 3.

### **Resolution No. 25-01**

executed by the Town Representative as authorized, at a duly notice public meeting, by the Town Commission.

(*i*) "Indemnification" means, for purposes of the Contract and this Amendment, Vendor 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 Vendor's performance of the Contract. Other specific references to the Vendor 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 Vendor indemnity is required.

(*j*) "*Term*" means the term of the Agreements which shall commence on the **January 14, 2025**, and expire on **January 13, 2026**, with the option to renew for two (2) consecutive one (1) year terms upon the mutual agreement of the Parties, unless otherwise terminated as provided herein.

### § 3. <u>Primacy of this Amendment; Rates.</u>

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

(b) It being the intent of the Contract and this Amendment to provide a general basis for the purchase and delivery of *professional Land Surveying & Mapping, Aerial Sensing Surveying & Mapping, GIS Services, and consulting services.* Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions, and covenants set forth by this Amendment and/or any change order deemed necessary by the Town Administrator in order to effectuate the intent of *Town of Dundee Resolution No. 25-01* (hereafter the "Resolution"); and, prior to the commencement of any service(s), project(s), job(s) and/or task(s) by the Vendor, the Town and Vendor 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 the Contract, Contract Documents, and/or this Amendment.

(c) The rates shall remain fixed during the Term of the Agreements unless otherwise agreed to by the Parties in a separate written modification to the Agreements.

§ 4. <u>Calculation of Time.</u>

### **Resolution No. 25-01**

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 the Contract and/or Contract Documents). Unless otherwise specified in the Contract and/or Contract Documents, the calculation of the number of days that have passed during any time period prescribed in or by the Contract and/or Contract Documents 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 the Contract and/or Contract Documents 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 the Contract and/or Contract Documents shall commence on the day immediately following the following the Effective Date.

### § 5. <u>Governing Law; Home Venue Privilege.</u>

The Contract, Contract Document(s), and this Amendment (collectively hereinafter referred to as the "Agreements") between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the Effective Date of the Agreements, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

### § 6. <u>Financial Matters; City Performance Subject to Appropriation; Applicability of the</u> <u>Florida Local Government Prompt Payment Act</u>

(a) The Town's obligation to perform under the Agreements and furnish payment to Vendor is expressly subject to appropriation 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, Florida, fails to appropriate sufficient funds to satisfy the Town's payment obligations to Vendor of any kind or type, the Town or the Vendor may immediately terminate the Agreements and be released from any future responsibility or liability thereunder. Notwithstanding the foregoing, nothing herein shall be intended to relieve the Parties from any payment obligation(s) for the cost value of and/or for service(s) rendered prior to the effective date of termination.

(b) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2024), are incorporated herein as if set forth in full, and shall control all payments made by the Town to the Vendor required by the Agreements. To the extent there is conflict between the text of the Agreements and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 7. Public Records Compliance.

### **Resolution No. 25-01**

Pursuant to Section 119.0701(1)(a) of the Florida Statutes (2024), Vendor agrees to:

- (a) Keep and maintain public records required by the Town to perform the services specified herein.
- (b) 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.
- (c) 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 Agreements term and following completion of the Agreements and/or any amendment(s) issued hereunder if the Vendor does not transfer the records to the Town.
- (d) Upon completion of the Agreements and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENTS, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 258, <u>Loneill@townofdundee.com</u>, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

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

- § 8. <u>Sovereign Immunity; Limitations of City's Liability.</u>
- (a) Town is a sovereign Florida municipal government. The Parties agree that nothing

### **Resolution No. 25-01**

contained in the Agreements shall be construed to waive the Town's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Vendor shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

(b) Notwithstanding any other provision set forth in the Agreements, nothing contained herein shall be construed as a waiver of the Town's right to sovereign immunity under Section 768.28, Florida Statutes (2024), or other limitations imposed on Town's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

(c) The Parties agree that the maximum value and monetary limits of any individual express Town indemnification and all collective express Town indemnifications found in the Agreements, if any exist, shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligation to indemnify or the underlying cause for indemnity is based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. Notwithstanding anything in the Agreements or the Contract Documents to the contrary, to the extent that the Town has agreed to an express indemnification, the Parties agree that no Town indemnity shall require the Town to defend Vendor and no Town indemnity shall indemnify Vendor from and against attorneys' fees and costs, fees and costs for experts and witnesses, costs of suit, or any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment. This limitation provision shall not be construed to create a duty for the Town to indemnify the Vendor in the absence of an independent express indemnification clause.

- (d) This Section shall survive termination of the Agreements and this Amendment.
- § 9. <u>Vendor Indemnifications.</u>

To the fullest extent permitted by Applicable Law, Vendor shall indemnify and hold harmless the Town of Dundee, Florida, 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 Vendor and other persons employed or utilized by the Vendor in the performance of the Agreements.

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

(a) the phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary

### **Resolution No. 25-01**

settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Agreements, and any project, task or work performed hereunder;

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

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

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of the Agreements, 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 Vendor 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 Vendor or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the Town that such amount is due, be made by Vendor 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 Vendor shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with *§55.03, Florida Statutes (2024)*, from the day of the Town's payment.

The Town and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or 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.

### § 10. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife;

### **Resolution No. 25-01**

strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

### § 11. <u>Notices.</u>

All notices under the Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

### THE TOWN:

Tandra Davis, Town Manager Town of Dundee, Florida Physical Address: 202 East Main Street, Dundee, Florida 33838

### WITH COPY TO: (which shall not constitute notice)

Frederick J. Murphy, Jr., Town Attorney Boswell & Dunlap, LLP Post Office Drawer 30, Bartow, Florida 33831 Physical Address: 245 South Central Avenue, Bartow, Florida 33830

### VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Agreement, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 12. Compliance with Laws.

Vendor shall comply with Applicable Law, any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of the Town of Dundee, and of any and all other public authority which may be applicable.

§ 13. Assignment; Modification.

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

(b) The Agreements shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the Parties and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Vendor regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of the Agreements, the parties agree to modify and/or amend the Agreements, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§ 14. <u>State Law Compliance.</u> The following provisions are included to 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 and/or entering into the Agreements, VENDOR certifies that it does not and did not at any time since the submission of a response to the Town's 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. VENDOR 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 the Agreements at the TOWN's option if the VENDOR 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 proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or 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, vendor 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 the Agreements, VENDOR certifies that it is not on the convicted vendor list.

### **Resolution No. 25-01**

(c) **Drug-Free Workplace**. By executing the Agreements, VENDOR 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 Agreements, VENDOR 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 VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 Calendar Days after the date of termination. If the Agreements are terminated for a violation of the statute by the VENDOR, the VENDOR 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.* VENDOR 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 vendor and/or 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. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreements.

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

### (g) Human Trafficking Affidavit. VENDOR shall be required to execute the Human

### **Resolution No. 25-01**

*Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the services hereunder.

### § 15. Insurance.

Vendor shall, at its own expense, procure and maintain throughout the Term of the Agreements, with an insurer or insurers acceptable to the Town, the types and amounts of insurance conforming to the Town's minimum requirements. Also, Vendor shall provide to the Town on or before the Effective Date of the Agreements 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.

### § 16. <u>No Third-Party Beneficiaries.</u>

The services to be performed by the Vendor 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 the Agreements.

### § 17. Independent Contractor.

Notwithstanding any provision of the Agreements, the Vendor and Town agree that the Vendor is an independent contractor for all purposes and when performing any services under the Agreements.

### § 18. Severability.

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

### § 19. Construction.

The Town and Vendor acknowledge that the Agreements have been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein. Any controversy over the construction of the Agreements shall be decided neutrally and without regard to events of authorship or negotiation.

### § 20. <u>Attorneys' Fees.</u>

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

### § 21. Execution in Counterparts.

The Agreements and this Amendment may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one agreement.

[Remainder of page intentionally left blank]

### **Resolution No. 25-01**

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

Vendor:
Executed this day of, 2025
By:
Name:
Title:
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me, by means or $\Box$ online notarization, this day of . 2025, by

T	he fo	rego	ing instru	ment v	vas a	acknowledge	d before	me,	by me	eans	of $\Box$ p	hysica	al presence
or $\square$ onlir	ne no	tariz	ation, this	s	_ day	y of	_, 2025, 1	by			<u>,</u> as		
						personally							
							as	ider	ntifica	tion.			

Notary Public, State of Florida Printed Name:

My commission expires:

### Town of Dundee, Florida:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By:

Town Manager

Attest:

Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney

### HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

### [Name of VENDOR]:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

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

The foregoing instrument was sworn to and subscribed before me by means of □ physical presence or □ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by \_\_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_\_, of \_\_\_\_\_\_, □ who is personally known to me, or □ produced as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature Print Notary Name:\_\_\_\_\_\_ My commission expires:\_\_\_\_\_\_



### TOWN COMMISSION MEETING January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Emergency Resolution 24-37
SUBJECT:	Emergency Repairs to DSB Building, Semco Constructions
STAFF ANALYSIS:	Hurricane Milton came to Dundee on October 9, 2024. During that disaster the Development Services suffered water seepage from Roof Damage, Air in facility was stagnant and a quality control test was ordered for safety, water intrusion from side windows causing mildew from sitting water in carpet. Semco detailed analysis is attached for your review. The damages are needing to be repaired for the departments to have full accessibility of their facility to make the success.
FISCAL IMPACT: STAFF RECOMMENDATION:	<ul><li>\$122,978.07. This impact will have a reimbursement from Town</li><li>Insurance, and FEMA. Currently we do not know the exact amount to be reimbursed, but we expect a large portion will be reimbursable.</li><li>Staff recommends that the commission moves forward with the</li></ul>
ATTACHMENTS:	emergency repairs for the Development Services Building Semco Report

Item 4.

### **RESOLUTION NO. 25-02**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE REPAIR TO AND/OR FOR THE TOWN OF DUNDEE DEVELOPMENT SERVICES BUILDING; MAKING FINDINGS; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL NECESSARY FURTHER ACTIONS INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND APPROVING AN AGREEMENT WITH SEMCON CONSTRUCTION, INC., TO MAKE NECESSARY REPAIR(S) TO THE TOWN OF DUNDEE DEVELOPMENT SERVICES BUILDING.

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

WHEREAS, on Saturday, October 5, 2024, and on Sunday, October 6, 2024, the Governor of the State of Florida issued Executive Orders 24- 214 and 24- 215 declaring that a State of Emergency existed in Polk County, Florida, as a consequence of Hurricane Milton; and

**WHEREAS**, on Monday October 7, 2024, the Town Commission of the Town of Dundee, Florida adopted *Town of Dundee Resolution No. 24-31* and declared a local state of emergency within the Town of Dundee, Florida, as a result of Hurricane Milton pursuant to Chapter 252 Florida Statutes; and

**WHEREAS**, on October 9 and October 10, 2024, Hurricane Milton brought heavy rainfall, flash flooding, strong winds, and tornadic activity to the Greater Town of Dundee area; and

WHEREAS, as a direct result of the impact(s) of Hurricane Milton, the Town of

Item 4.

Dundee Development Services Building suffered significant damage(s) as a result of water and/or moisture intrusion; and

WHEREAS, pursuant to Section 2-159(3) of the Code of Ordinances of the Town of Dundee, Florida (hereafter the "Code"), which is entitled source selection, an "emergency purchase" means a procurement made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and welfare of the town and/or its citizen.

**WHEREAS**, the Town Commission of the Town of Dundee (the "Commission") acknowledges the health, safety, and general welfare concerns created by permitting citizens, employees, and residents of the Town to access an unsafe structure and/or building; and

WHEREAS, on November 19, 2024, in an effort to determine the extent of damage(s) to the Town of Dundee Development Services Building, a *moisture impact* assessment report (the "Report") was prepared for the Town of Dundee Development Services Building and, pursuant to the Report, SEMCO Construction, Inc., estimated (the "Estimate") that the cost value for necessary repair(s) totaled \$122,978.07; and

WHEREAS, copies of the Report and Estimate are attached hereto as **Composite** Exhibit "A" and made a part hereof by reference; and

**WHEREAS**, the Town Commission acknowledges that the Town has an immediate need for the emergency repair of and/or for the Town of Dundee Development Services Building; and

WHEREAS, on January 14, 2025, at a duly noticed public meeting, the Town Commission acknowledges and agrees that circumstances and conditions continue to exist requiring the Town to direct and authorize the Town Manager to take any and all necessary further action(s) in order to negotiate, approve, and enter into an agreement with SEMCO Construction, Inc., for the emergency repair(s) to and/or for the Town of Dundee Development Services Building in order to ensure the Town of Dundee Development Services Building remains fully-operational; and

WHEREAS, pursuant to Section 2-159(3)b of the Code, the Town Commission acknowledges and agrees that the repair(s) to and/or for the Town of Dundee Development Services Building constitutes an emergency purchase made in order to resolve a situation which is germane to the health, safety, and general welfare of the citizens, employees, and residents of the Town of Dundee; and

**WHEREAS**, pursuant to Section 2-159(3)b of the Code, the Commission acknowledges, agrees, and finds that any delay incident to complying with all governing rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its residents, and/or the general public; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval and adoption of this **Resolution No. 25-02** is intended to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest; and this **Resolution No. 25-02** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

### Section 1. Incorporation of Recitals.

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this **Resolution No. 25-02**, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 25-02**. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

### Section 2. Emergency Finding.

The Town Commission of the Town of Dundee, Florida (the "Town Commission"), finds that an "*emergency*" as defined in *Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida*, exists as related to the damage(s) caused by Hurricane Milton to and/or for the Town of Dundee Development Services Building.

The Town Commission finds that, pursuant to Section 2-159(c)(2), Code of Ordinances of the Town of Dundee, Florida, the Town is under a significant requirement such that the delay incident in strictly complying with all of the current governing procurement rules, regulations, and procedures would be detrimental to the health, safety and general welfare of the Town of Dundee, its employees, its residents, and/or the general public.

### Section 3. Authorization.

Accordingly, the Town Commission directs, authorizes, approves, confirms, and ratifies: (1) the Town Manager's actions in negotiating, approving, and executing on behalf of the Town of Dundee, Florida, an agreement for the emergency repair(s) to and/or for the Town of Dundee Development Services Building; (2) the Town Manager's actions in negotiating and entering into an agreement with SEMCO Construction, Inc., in accordance with the estimated cost value of necessary repair(s) to the Town of Dundee Development Services Building (see **Composite Exhibit "A**") received for the emergency repair(s) to and/or for the Town of Dundee Development Services Building on an emergency basis; and (3) the Town Commission of the Town of Dundee, Florida, further waives the requirement(s) of strict compliance with the Town's procurement code

for the emergency repair(s) to and/or for the Town of Dundee Development Services Building.

### Section 4. Administrative Correction of Scrivener's Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 25-02** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 25-02** 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 5. <u>Conflicts.</u>

All resolutions in conflict with this **Resolution No. 25-02** are repealed to the extent necessary to give this **Resolution No. 25-02** full force and effect.

### Section 6. Severability.

The provisions of this **Resolution No. 25-02** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 25-02**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 25-02**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution No. **25-02** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution No. 25-02 shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Resolution No. 25-02 is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution No. 25-02. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Resolution No. 25-02, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 7. <u>Effective Date.</u> This Resolution No. 25-02 shall take effect immediately upon passage by the Town Commission of the Town of Dundee, Florida.

**READ, PASSED AND ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 14th day of January,

2025.

### TOWN OF DUNDEE

ATTEST WITH SEAL:

Samuel Pennant, Mayor

Melissa Glogowski, Interim Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

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205 Century Blvd Bartow, FL 33830 (863) 533-7193

Client: Dundee Building Department Property: 124 Dundee Rd Dundee, FL 33851

Operator: SEMCOXAC

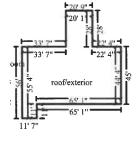
Estimator: Position: Company: Business:	Steve Anderson Estimator Semco Construction 205 Century Blvd Bartow, FL 33830			Business: E-mail:	(863) 533-7193 sanderson@semco.cc
Reference: Company: Business:	SEMCO Construction,Inc. 205 Century Blvd Bartow,Fla 33830			Business:	(863) 533-7193
Type of Estimate:	Other				
Date Entered:	12/3/2024	Date Assigned:	12/2/2024		
Price List:	FLWH8X_NOV24				
Labor Efficiency:	Restoration/Service/Remodel				
Estimate:	DUNDEE_BUILDING_DEPT				
File Number:	250023				

205 Century Blvd Bartow, FL 33830 (863) 533-7193

### **DUNDEE\_BUILDING\_DEPT**

**Main Level** 

Main Level							
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL	
57. Water Extraction & Remediation (Agreed Price)	1.00 EA	0.00	7,496.00	0.00	1,574.16	9,070.16	
61. Commercial Supervision / Project Management - per hour	5.00 HR	0.00	57.95	0.00	60.85	350.60	
Total: Main Level				0.00	1,635.01	9,420.76	



roof/exterior	Height: 9'
2,867.92 SF Walls	4,051.66 SF Ceiling
6,919.58 SF Walls & Ceiling	4,051.66 SF Floor
450.18 SY Flooring	318.66 LF Floor Perimeter
318.66 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Remove Single-ply - Per. adhered system - 60 mil - fleece back	41.50 SQ	120.00	0.00	0.00	1,045.80	6,025.80
<ol> <li>Single-ply - Per. adhered system - 60 mil - fleece back</li> </ol>	42.00 SQ	0.00	775.00	557.81	6,952.64	40,060.45
5. Insulation - ISO board, 2"	41.50 SQ	0.00	324.00	374.14	2,902.23	16,722.37
6. R&R Roof scupper - aluminum	4.00 EA	18.20	285.30	70.00	269.64	1,553.64
7. R&R Exhaust cap - through flat roof	4.00 EA	13.09	127.92	21.61	123.00	708.65
13. R&R Flashing - L flashing - color finish	290.00 LF	0.85	6.23	62.73	444.35	2,560.28
8. Exterior - paint two coats	1,370.00 SF	0.00	1.72	40.28	503.30	2,899.98
10. Scaffold - per section (per week)	2.00 WK	0.00	240.00	0.00	100.80	580.80
11. R&R Aluminum window, picture/fixed 24-32 sf (2 pane w/thermal)	5.00 EA	51.53	3,425.00	123.71	3,676.34	21,182.70
16. Stucco or Exterior Plaster -repair Cracks and Small Soffit area.	1.00 EA	0.00	3,460.00	0.00	726.60	4,186.60
20. MASONRY	1.00 EA	0.00	1,652.00	0.00	346.92	1,998.92
21. Seal exterior brick	1,356.00 SF	0.00	1.91	14.24	546.89	3,151.09
18. R&R Exhaust vent exterior wall - 36" x 2'	1.00 EA	14.62	363.00	75.26	95.11	547.99
22. Re-point brick areas min.	675.00 SF	0.00	3.05	2.84	432.93	2,494.52
Totals: roof/exterior				1,342.62	18,166.55	104,673.79

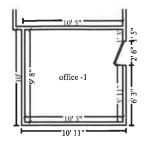
DUNDEE\_BUILDING\_DEPT

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Page: 2



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358.50 SF Walls	
556.50 BI Walls	99.08 SF Ceiling
457.58 SF Walls & Ceilir	ng 99.08 SF Floor
11.01 SY Flooring	39.83 LF Floor Perimeter
39.83 LF Ceil. Perimete	r

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. R&R 5/8" drywall - hung, taped, floated, ready for paint	56.00 SF	0.61	3.34	2.78	47.04	271.02
26. Texture drywall - light hand texture	60.00 SF	0.00	1.31	0.38	16.59	95.57
27. Paint the walls - two coats	358.50 SF	0.00	1.50	7.78	114.57	660.10
28. R&R Cove base molding - rubber or vinyl, 4" high	39.83 LF	0.44	5.25	4.07	48.45	279.16
30. R&R Carpet tile	1.00 SF	0.91	5.36	0.22	1.36	7.85
32. Mask and prep for paint - plastic, paper, tape (per LF)	39.83 LF	0.00	1.71	0.75	14.46	83.32
58. Contents - move out then reset	1.00 EA	0.00	88.06	0.00	18.50	106.56
Totals: office -1				15.98	260.97	1,503.58

т	break room				Height: 8'
break room	18.40 SY Flooring	581.64 SF Walls & Ceiling			eter
	OTY REMOVE	REPLACE	TAX	O&P	TOTAL

DESCRIPTION	QTY	REMOVE	REPLACE	IAX	U&P	IUIAL
33. R&R 5/8" drywall - hung, taped, floated, ready for paint	60.00 SF	0.61	3.34	2.98	50.40	290.38
34. Texture drywall - light hand texture	75.00 SF	0.00	1.31	0.47	20.74	119.46
35. Paint the walls - two coats	416.00 SF	0.00	1.50	9.03	132.93	765.96
36. R&R Cove base molding - rubber or vinyl, 4" high	52.00 LF	0.44	5.25	5.31	63.25	364.44
37. R&R Carpet tile - High grade	1.00 SF	0.91	5.55	0.34	1.43	8.23
38. Mask and prep for paint - plastic, paper, tape (per LF)	52.00 LF	0.00	1.71	0.98	18.88	108.78
39. Acoustic Ceiling - Labor Minimum	1.00 EA	0.00	75.00	0.00	15.75	90.75

DUNDEE\_BUILDING\_DEPT

12/27/2024

Page: 3 186



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#### **CONTINUED - break room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: break room				19.11	303.38	1,748.00
offic						Height: 9'
		0 SF Walls			SF Ceiling SF Floor	
office-2		0 SF Walls & C 4 SY Flooring	ening		LF Floor Perin	neter
		3 LF Ceil. Perin	ieter	50.55		
13 <sup>, 10<sup>,</sup></sup>						
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
41. R&R 5/8" drywall - hung, taped, floated, ready for paint	68.00 SF	0.61	3.34	3.38	57.11	329.09
42. Texture drywall - light hand texture	70.00 SF	0.00	1.31	0.44	19.35	111.49
43. Paint the walls - two coats	507.00 SF	0.00	1.50	11.00	162.02	933.52
44. R&R Cove base molding - rubber or vinyl, 4" high	56.33 LF	0.44	5.25	5.76	68.52	394.80
45. R&R Carpet tile	1.00 SF	0.91	5.55	0.34	1.43	8.23
46. Mask and prep for paint - plastic, paper, tape (per LF)	56.33 LF	0.00	1.71	1.06	20.46	117.84
60. Contents - move out then reset	1.00 EA	0.00	88.06	0.00	18.50	106.56
Totals: office-2				21.98	347.39	2,001.53

the second secon	e -3					Height: 8'
TIÎÎ	432.0	0 SF Walls		179.74 SF Ceiling		
	611.7	4 SF Walls & C	eiling	179.74	SF Floor	
office -3	19.97 SY Flooring			54.00 LF Floor Perimeter		
ĨĻĒ	54.0	0 LF Ceil. Perin	neter			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
47. R&R 5/8" drywall - hung, taped, floated, ready for paint	70.00 SF	0.61	3.34	3.48	58.80	338.78
48. Texture drywall - light hand texture	80.00 SF	0.00	1.31	0.50	22.12	127.42
49. Paint the walls - two coats	432.00 SF	0.00	1.50	9.37	138.05	795.42
50. R&R Cove base molding - rubber	54.00 LF	0.44	5.25	5.52	65.69	378.47

or vinyl, 4" high DUNDEE\_BUILDING\_DEPT

12/27/2024

Page: 4



.

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### **CONTINUED** - office -3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
52. Mask and prep for paint - plastic, paper, tape (per LF)	54.00 LF	0.00	1.71	1.02	19.60	112.96
53. R&R Carpet tile	179.74 SF	0.91	5.55	61.78	256.82	1,479.72
Totals: office -3				81.67	561.08	3,232.77

confei	rence room					Height: 8'
	401.3	3 SF Walls		157.00 SF Ceiling		
conference room	558.33 SF Walls & Ceiling			157.00 SF Floor		
	17.4	4 SY Flooring	-	50.17 LF Floor Perimeter		
	50.1	7 LF Ceil. Perin	neter			
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
55. Acoustic Ceiling - Labor Minimum	1.00 EA	0.00	150.00	0.00	31.50	181.50
Totals: conference room				0.00	31.50	181.50

tel	ler Area	Height: 8'
22'4" - R	533.33 SF Walls	245.67 SF Ceiling
teller Area	779.00 SF Walls & Ceiling	245.67 SF Floor
	27.30 SY Flooring	66.67 LF Floor Perimeter
	66.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
56. Acoustic Ceiling - Labor Minimum	1.00 EA	0.00	178.63	0.00	37.51	216.14
Totals: teller Area				0.00	37.51	216.14
Total: Main Level				1,481.36	21,343.39	122,978.07
Line Item Totals: DUNDEE_BUILDING	G_DEPT			1,481.36	21,343.39	122,978.07



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### **Grand Total Areas:**

5,516.09	SF Walls	5,096.29	SF Ceiling	10,612.38	SF Walls and Ceiling
5,096.29	SF Floor	566.25	SY Flooring	637.66	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	637.66	LF Ceil. Perimeter
5,096.29	Floor Area	5,299.93	Total Area	5,516.09	Interior Wall Area
5,638.08	Exterior Wall Area	582.16	Exterior Perimeter of Walls		
0.00	Surface Area		Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



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### Summary

Line Item Total	100,153.32
Material Sales Tax	1,481.36
Subtotal	101,634.68
Overhead	10,163.52
Profit	11,179.87
Replacement Cost Value	\$122,978.07
Net Claim	\$122,978.07

Steve Anderson Estimator

190



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### **Recap by Room**

### Estimate: DUNDEE\_BUILDING\_DEPT

Area: Main Level	7,785.75	7.77%
roof/exterior	85,164.62	85.03%
office -1	1,226.63	1.22%
break room	1,425.51	1.42%
office-2	1,632.16	1.63%
office -3	2,590.02	2.59%
conference room	150.00	0.15%
teller Area	178.63	0.18%
Area Subtotal: Main Level	100,153.32	100.00%
Subtotal of Areas	100,153.32	100.00%
Total	100,153.32	100.00%



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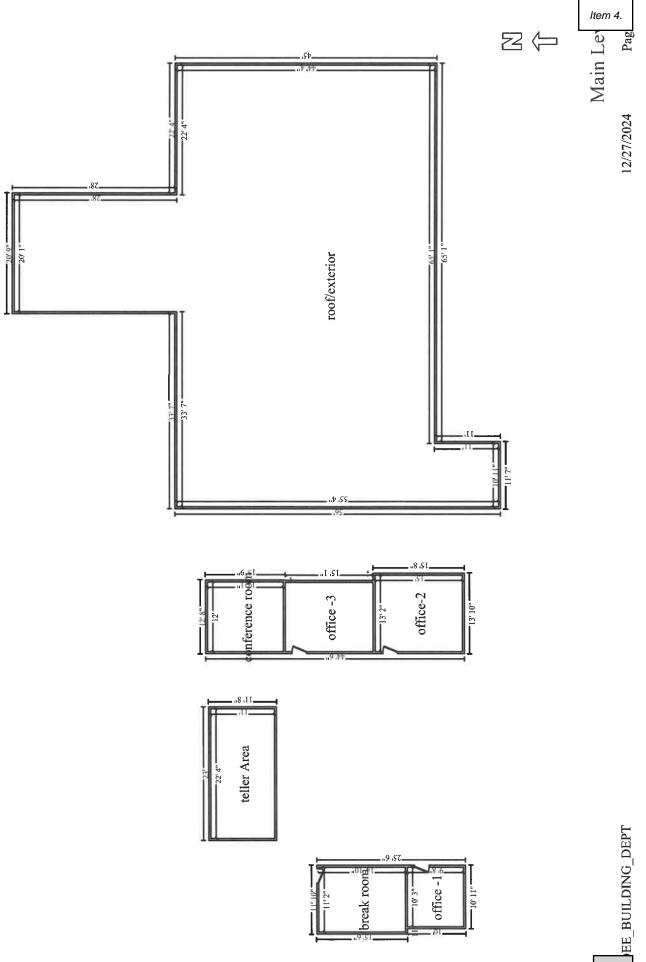
### **SEMCO Construction, Inc.**

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# **Recap by Category**

O&P Items	Total	%
ACOUSTICAL TREATMENTS	403.63	0.33%
CONTENT MANIPULATION	176.12	0.14%
GENERAL DEMOLITION	6,034.12	4.91%
DRYWALL	1,221.71	0.99%
FLOOR COVERING - CARPET	1,014.02	0.82%
FLOOR COVERING - VINYL	1,061.34	0.86%
HEAT, VENT & AIR CONDITIONING	363.00	0.30%
LABOR ONLY	289.75	0.24%
MASONRY	3,710.75	3.02%
PAINTING	7,862.30	6.39%
ROOFING	49,455.58	40.21%
SCAFFOLDING	480.00	0.39%
STUCCO & EXTERIOR PLASTER	3,460.00	2.81%
WINDOWS - ALUMINUM	17,125.00	13.93%
WATER EXTRACTION & REMEDIATION	7,496.00	6.10%
O&P Items Subtotal	100,153.32	81.44%
Material Sales Tax	1,481.36	1.20%
Overhead	10,163.52	8.26%
Profit	11,179.87	9.09%
Total	122,978.07	100.00%

192



Main Level

,



Warehouse: 3250 Atlantic Avenue Lakeland, FL 33803 Mailing: P.O. Box 1545 Lakeland, FL 33802

SCC 131151095

PROPOSAL

SUBMITTED TO: Semco Construction ATTENTION: Steve Anderson PROJECT: Dundee Bank LOCATION: 124 Dundee Rd. Dundee, Fla

Please Note: Due to the volatility of the current construction market this proposal is only good for 30 days.

We purpose to furnish and install:

Exterior

- Kawneer 451 Storefront System with dark bronze finish and 1" Bronze Insulated Glass.
- Kawneer 350 Medium Style Door with Standard hardware and 1" Bronze Insulated Glass.

Types: (Qty 1) – Frame 1, (Qty 1) – Frame 2, (Qty 1) – Frame 3, (Qty 1) – Frame 4, (Qty 1) – Frame 5 with Single Door.

Demolition of exciting windows included by SGP.

#### **Exclusions and Clarifications:**

Exclude: (Exclude any additional scope not outlined in this proposal).

- Cleaning and protection of aluminum and glass.
- · Hollow metal framing, glass stops & glass stop screws and cutting of glass stops at hollow metal frames; door light kits.
- Bobrick Mirrors by others
- Wood blocking of any kind.
- Interior trim caulking where gypsum wall board butts into exterior windows; interior perimeter sealant at exterior windows unless required per FPA documents.
- Temporary board up or glazing.
- Permitting, engineer calculations.
- ALL Water and Air Testing
- Push Pads, Card Readers, Automatic Closers, Automatic Doors.
- ALL Brake Metal Flashing at Curtainwalls & Storefronts, and Window System Extruded Flashing is included per products FPA.

#### Clarifications:

- All work to be done during regular business hours, exclude overtime or weekend work.
- Reviewed Prints dated: 12-11-2024
- Reviewed Spec Sections: None Provided
- Reviewed Addendums, RFI's & Clarifications: None Provided
- Professional Liability Insurance is NOT included, if required add \$10,000.00 per year for each year the insurance is required.
- Bonding is <u>NOT</u> included, if required add 3% to <u>Total Bid.</u>
- Manpower for composite clean-up crew is not included, if required add \$200.00 per man per day required to base bid.
- Manufacturer standard warranties included.
- (1) Final Door adjustment is included after Door installation. Any additional adjustments and/or repairs are subject to additional charges.
- Only items listed in this proposal are covered, and anything else not found are not covered in this proposal.

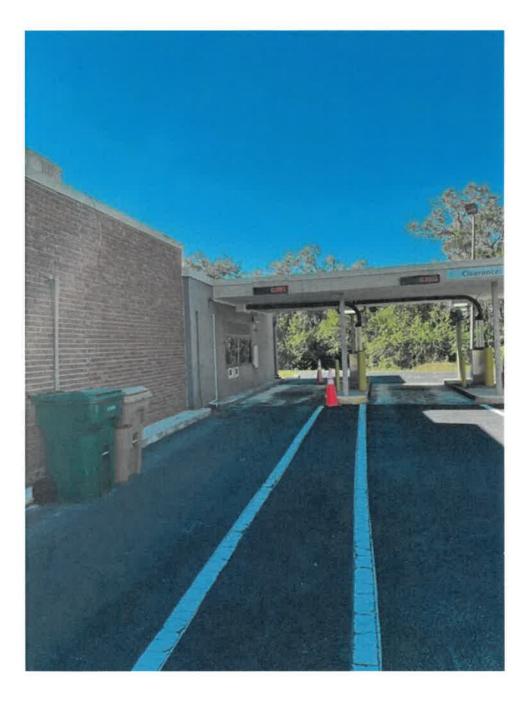
# **Steve Anderson**

From: Sent: To: Subject: Steve Anderson Tuesday, December 3, 2024 3:08 PM Steve Anderson 124 Dundee rd











Steve Anderson SEMCO Construction, Inc. Sent from my iPhone



# **MOISTURE IMPACT ASSESSMENT REPORT FOR:** FORMER BANK BUILDING

### **PROJECT LOCATION:**



**124 DUNDEE ROAD DUNDEE, FLORIDA 33838** 

**PREPARED FOR:** 

SEMCO CONSTRUCTION, INC. **205 CENTURY BOULEVARD BARTOW, FLORIDA 33830** 

### **PREPARED BY:**

GALLAGHER BASSETT SERVICES, INC. 4350 WEST CYPRESS STREET, SUITE 300 TAMPA, FLORIDA 33607

> DATE OF REPORT: **NOVEMBER 19, 2024**

**PROJECT NUMBER:** 24009-0340



Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

### Moisture Impact Assessment Report for:

Former Bank Building

### Project Location:

124 Dundee Road Dundee, Florida 33838

Prepared for:

Mr. Steve Anderson SEMCO Construction, Inc. 205 Century Boulevard Bartow, Florida 33830

Prepared by: Gallagher Bassett Services, Inc. 4350 West Cypress Street, Suite 300 Tampa, Florida 33607

Date of Report: November 19, 2024

Project Number: 24009-0340

The following Gallagher Bassett Services, Inc. personnel have prepared and/or reviewed this report for accuracy, content, and quality of presentation.

Prepared by:

Who g. Barbuy

John G. Barkey, PG Senior Environmental Consultant Gallagher Bassett Services, Inc. Florida Licensed Mold Assessor MRSA2112

**Reviewed by:** 

John C. LeJeune Jr., CIH, CSP, CIEC Senior Industrial Hygiene Project Manager Gallagher Bassett Services, Inc. Florida Licensed Mold Assessor MRSA2198

201



Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

### TABLE OF CONTENTS

1.0	Executi	ive Summary	1
2.0	Metho	dologies	3
	2.1	Visual Inspection	3
	2.2	Thermal Contrast Imagining	3
	2.3	Moisture Content Measurement	3
	2.4	Environmental Parameters Measurement	4
	2.5	Bioaerosol Sampling	5
3.0	Limitat	ions	6
4.0	Site De	scription and Background	7
	4.1	Building Description	7
	4.2	Heating, Ventilation and Air Conditioning (HVAC) Description	7
	4.3	Background Information	7
5.0	Finding	<sup>7</sup> S	8
	5.1	Visual Observations and Moisture Measurements	8
	5.2	Thermal Contrast Imaging	15
	5.3	Environmental Parameter Measurements	16
	5.4	Bioaerosol Sample Results	
6.0	Recom	mendations	18
7.0	Scope-	Scope-of-Work	
8.0	Remed	iation Sequencing	20
	8.1	Removal Enclosure	20
	8.2	Removal of Damaged Materials	20
	8.3	Cleaning	20
	8.4	Cleaning of the Air	21
9.0	Worke	r Protection	22
	9.1	Respiratory Protection	22
	9.2	Protective Clothing	22
10.0	Remed	liation Requirements	23
	10.1	Disposal Requirements	23
	10.2	Utilities	23
11.0	Final Vi	isual and Air Testing	24
	11.1	Visual Inspection	24
	11.2	Air Filtration Units	24
	11.3	Air Sampling (Optional)	24
12.0	Refere	nces	25

#### **APPENDIX**

### **FIGURES**

Appendix A –Bioaerosol Sample Laboratory Report

Figure 1 – Moisture-Impacted Locations Figure 2 – Remediation Locations

202



#### 1.0 EXECUTIVE SUMMARY

Gallagher Bassett Technical Services (GBTS) was retained by SEMCO Construction, Inc. (Client) to conduct a moisture-impact assessment of the Former Bank Building located at 124 Dundee Road in Dundee, Florida 33838 (Subject Location). GBTS is the environmental consulting, risk engineering, industrial hygiene, and construction safety management operating unit for Gallagher Bassett Services, Inc.

The purpose of this assessment was to identify moisture-impacted building materials and other factors that may have impacted indoor air quality (IAQ) at the Subject Location. The assessment was performed on November 11, 2024 by Mr. John Barkey of GBTS.

The following observations, moisture measurements, and laboratory analysis results associated with the Subject Location are presented below:

- Moisture-impacts such as staining, damage, assumed mold growth (AMG), and/or elevated moisture content were observed on building materials in the following locations:
  - Office 1 –Water intrusion was reported at the full-length window during Hurricane Milton. Numerous applications of caulk and tar were observed around the perimeter of the window. The metal corner bead was exposed and observed to be rusted (Photos 1 – 2). Excessive moisture in south wall to a minimum of six (6) feet high and six (6) feet to the west of the window (Photos 3 – 4).
  - <u>Break Room</u> A water-stained ceiling tile was observed adjacent to west (exterior) wall.
     Daylight was observed at fan vent penetration at the soffit (<u>Photos 5 7</u>). The west wall below the water damaged ceiling tile contained excessive moisture levels (<u>Photo 8</u>). Rodent droppings observed on top of the ceiling tiles.
  - <u>Office 2</u> A water-stained ceiling tile was observed adjacent to the west wall (<u>Photos 9 10</u>).
     Rodent droppings observed on top of ceiling tiles.
  - <u>Office 3</u> A water-stained area of carpet was observed emanating from the east wall window (<u>Photos 11 12</u>). Excessive moisture levels from north window jamb behind six (6) inch high vinyl cove base.
  - <u>Conference Room</u> Two (2) water-stained ceiling tiles were observed below penetrations for electrical and refrigerant lines for a roof mounted HVAC compressor (<u>Photos 13 – 15</u>). Rodent droppings observed on top of ceiling tiles.
  - Former Teller Area Three (3) water-stained ceiling tiles were observed in the approximate center of the space (<u>Photos 16 18</u>). The plywood roof deck contained multiple water stains, an indication of roof leaks, and penetrations for the roof mounted HVAC compressors (<u>Photo 19</u>). Rodent droppings observed on top of ceiling tiles (<u>Photo 20</u>).
  - A musty odor was apparent when first entering the Subject location.



- Thermal abnormalities were observed in the following locations:
  - Office 1 south wall (Photo 21)
  - Break Room west wall (Photo 22).
- Moisture-impacted building materials at the Subject Location appeared to be the result of the following:
  - Historic and current roof leaks, especially at penetration points for HVAC electrical and refrigerant lines.
  - Historic and recent window leaks.
  - Intermittent water-intrusion through the building envelope.
  - Water intrusion during Hurricane Milton.
- Temperature, dewpoint, relative humidity and carbon dioxide levels measured at the Subject Location during GBTS's site assessment were generally within recommended ASHRAE target levels.
- Laboratory analysis results for bioaerosol samples collected were consistent with the visual findings of moisture-impacted building materials. Airborne concentrations of the fungal species Aspergillus/Penicillium inside the Subject Location were identified in higher concentrations than the ambient exterior environment.



### 2.0 METHODOLOGIES

This moisture-impact assessment was conducted according to the following methodologies:

#### 2.1 Visual Inspection

GBTS conducted a "non-intrusive" visual inspection of the readily accessible areas throughout the Subject Location in order to identify moisture-impacted building materials. For purposes of this report, the term "non-intrusive" means that destructive techniques, such as cutting holes into walls or moving heavy objects, were not performed.

Moisture-impacted building materials observed were characterized into three (3) separate groups, as defined below:

- <u>Stained</u> Visible staining and/or discoloration in a pattern suggestive of direct contact with a moisture source (i.e., leaks, spills, condensation, etc.).
- <u>Damaged</u> Physical damage, decomposition, and/or corrosion of building material in a pattern suggestive of direct contact with a moisture source.
- <u>Assumed Mold Growth (AMG)</u> Visible accumulation of AMG on building materials (either surficial or penetrated) in a pattern suggestive of direct and/or indirect contact (elevated relative humidity) with a moisture source.

#### 2.2 Thermal Contrast Imagining

GBTS collected thermal contrast images of selected building components throughout the Subject Location by using a FLIR ThermaCAM C5 infrared (IR) camera. The IR camera used a color spectrum to represent temperature differences between building material(s). Warmer materials were displayed as lighter colors (whites and yellows), and cooler materials were displayed as darker colors (blues and purples). If thermal abnormalities were observed in/between building materials, it was an indication of potential elevated moisture content and/or a water intrusion pathway.

#### 2.3 Moisture Content Measurement

Moisture content of building materials that appeared to have been moisture-impacted were measured by using a handheld Surveymaster<sup>®</sup> Protimeter Dual-Function Moisture Meter manufactured by Amphenol Advanced Sensors (Protimeter). The handheld Protimeter was field-checked for accuracy at the beginning and at the end of the site assessment by using the BLD5086 Calibration Check device (Calcheck) provided by the manufacturer.

The Protimeter provides both penetration and non-penetration modes of moisture measurement. The penetration mode (pin mode) of measurement is performed by firmly pressing two integrated metal electrodes into the building materials surface and substrate. The meter uses electrical conductance principals measured between the two electrodes to provide a numerical value between 7.9 and 99.0 that is presented in percent Wood Moisture Equivalent (% WME). Percent WME is the moisture level of a building material (other than wood) that is expressed as the moisture content of wood. The non-

penetration mode (search mode) of measurement is performed by pressing the back of the meter onto the building materials surface. The meter uses electrical conductance principals measured between two non-penetrating electrodes to provided relative moisture readings up to ¾-inch beneath the materials surface. The relative moisture readings are presented in a numerical value between 70 and 999 and are relative to the above referenced scale. The non-penetration mode is used when it is impractical or undesirable to push the metal electrodes into building materials surfaces.

Percent WME was categorized into three (3) separate groups as defined below:

- <u>Normal</u> The material tested measured less 16.9% WME (≤ 169 REL) and was in a "dry" condition.
- <u>Elevated</u> The material tested measured between 17.0% and 19.9% WME (170 199 REL) and was in an "at risk" condition.
- <u>Excessive</u> The material tested measured greater than 20.0% WME (>200 REL) and was in a "wet" condition.

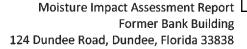
### 2.4 Environmental Parameters Measurement

Environmental parameter measurements (temperature, dewpoint, relative humidity [RH], and carbon dioxide [CO<sub>2</sub>]) were collected as part of this assessment by using a handheld device, an IAQ-Calc<sup>™</sup> Indoor Air Quality Meter Model 7545 manufactured by TSI, Inc. A thin film capacitive sensor was used to measure relative humidity, and results were reported in percent (%). A thermistor sensor was used to measure temperature, and results were reported in degrees Fahrenheit (°F). Dew-point measurements were calculated by the device based on the temperature and relative humidity measurements obtained, and results were reported in degrees Fahrenheit (°F). A non-dispersive infrared sensor was used to measure carbon dioxide gas and results were reported in parts per million (ppm).

The current American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55-2017 does not provide a specific recommendation for maintaining RH in an indoor environment. However, the standard does establish an upper boundary for dew point at 62.2 °F. ASHRAE Standard 62.1-2016 provides an additional guideline of 65% or less for RH where air conditioning systems with dehumidification capabilities are used. The upper dew point temperature can occur at various combinations of temperature and RH.

The current ASHRAE Standard 55-2017 is intended to provide acceptable thermal comfort guidelines for building occupants and is not intended to be used to maintain conditions that may prevent indoor microbial growth. It should be noted that no documented RH value exists in this standard as a threshold that indicates when mold growth will occur on building materials or surfaces. However, RH values and dew point temperatures are related. At a given temperature, increasing RH produces an increasing dew point temperature and may increase the likelihood of surface condensation and the potential for mold growth. Certain building system components can be cooler than the maximum allowable dew point established by the Standard and therefore, condensation and the potential for mold growth may occur. Furthermore, as RH in an indoor environment increases above 60 to 65%, the increased moisture in the air translates into an increase in the specific water activity of adjacent surfaces. As the specific water activity of a surface increases, the likelihood of mold growth increases. For the purposes of this report, this data was interpreted accordingly:





- <u>Temperature</u> Thermal comfort range is not specified under current AHSRAE guidelines. However, previous standards as well as the general industry recognize a range between 70°F and 80°F as being a valid thermal comfort range.
- <u>Relative Humidity</u> Thermal comfort in the current ASHRAE standard is expressed as a humidity ratio. However, based on previous standards as well as the general industry standard a relative humidity below 60% is considered acceptable for thermal comfort. Concentrations below 65% for control of surface mold growth (non-ASHRAE) as described above.
- <u>Dew Point</u> Below 62.2°F based on ASHRAE 55-2017.
- <u>Carbon Dioxide</u> The ASHRAE industry guideline for maximum recommended CO<sub>2</sub> concentrations for an indoor environment is based on a maximum indoor/outdoor differential of no more than 700 ppm. Carbon dioxide is an indicator used to evaluate adequate fresh air ventilation of occupied buildings.

#### 2.5 Bioaerosol Sampling

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Bioaerosol samples were collected as part of GBTS's assessment. The bioaerosol samples were collected using Air-O-Cell<sup>™</sup> sampling cassettes, manufactured by Zefon International. Air was drawn through the cassettes at a rate of 15 liters per minute (L/min) for 10 minutes by using a Bio-Pump<sup>®</sup> Plus Model ZBP-205 battery powered sampling pump manufactured by Zefon International. The sampling pump was field calibrated before and after sample collection by using the Flow Indicator<sup>®</sup> rotameter provided by the manufacturer.

Airborne particulates, including fungal spores/structures, were captured on the cassette and sent to EMSL Analytical, Inc. (EMSL) in Tampa, Florida for analysis by light microscopy. EMSL is accredited by the American Industrial Hygiene Association (AIHA) under their Environmental Microbiology Proficiency Analytical Testing Program (EMLAP) certification number 163563. Results were reported as counts of fungal structures per cubic meter of air (counts/m<sup>3</sup>).

The industry standard for evaluating airborne fungal data is to compare test/control relationships. In nonproblematic environments, concentrations of airborne fungal structures in test locations are typically similar to or lower than concentrations in control locations collected from the exterior (outdoor) environment. If fungal concentrations are consistently higher in test locations than those in control locations, then a fungal source[s] may be present in the test locations. In addition, the types of fungal genus and species identified in the test locations, in theory, should be qualitatively similar when compared to the control locations.

Two (2) control samples were collected from exterior (outdoor) environment of the Subject Location and seven (7) test samples were collected from inside the Subject Location as described below:

- Office 1 (AOC-01)
- Break Room (AOC-2)
- Lobby West (AOC-03)
- Lobby East (AOC-04)
- Former Teller Area (AOC-05)

- Conference Room 1 (AOC-06)
- Office 2 (AOC-07)
- Exterior North (AOC-08)
- Exterior South (AOC-09)



### 3.0 LIMITATIONS

This report has been prepared by GBTS in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. GBTS's interpretations and recommendations are based upon the results of sample analyses, as well as investigative work within the inspected/surveyed areas of the Subject Location. Other conditions elsewhere in the Subject Location may differ from those in the inspected/ surveyed areas. Such conditions are unknown, may change over time, and have not been considered.

The moisture impact assessment included "readily accessible" areas within the Subject Location. For purposes of this report, the term "readily accessible" means areas that could be visually accessed without the removal of stored and/or fixed objects. Since the dynamics of moisture intrusion and/or mold-growth on building materials often involves damage to hidden areas, such as wall cavities and chases, it is possible that this assessment did not result in the identification of damaged areas not readily accessible. Changes or modifications to the Subject Location made after the site assessment are not covered.

The parameters tested are limited by sampling methodologies employed for this assessment. These limitations include, but are not restricted to, sample locations chosen, number of samples collected, and the statistical validity of sampling/analytical methods utilized. GBTS will not be held responsible for the interpretation of data use by others pursuant to the compilation of this report. This report reflects conditions, operations and practices observed on the date and time of the site assessment. The interpretations and recommendations stated in this report are based on previous environmental studies and/or research. GBTS does not warrant the use of any segregated portions of this report.

GBTS collected environmental parameter measurements during the assessment to evaluate occupant comfort inside the Subject Location. The measurements were collected during normal operation hours, while the Subject Location was under typical occupancy. It should be noted that the measurements were collected over a relatively short time period and may not be representative of conditions present while the Subject Location is under atypical occupant loads and/or during other seasonal variables.

GBTS collected bioaerosol samples during the Moisture Impact Assessment of the Subject Location. There is no consensus in the scientific community regarding what is considered a "safe" level of exposure to airborne fungal spores/structures. However, it is understood that inhalation of fungal spores/structures or metabolites from a variety of fungi may lead to or exacerbate immunologic (allergic) reactions, may cause irritations to the respiratory system, or may cause infections in persons with pre-existing immunologic deficiencies. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material, the amount of exposure, and the susceptibility of exposed persons. Susceptibility varies with genetic predisposition, age, state of health and concurrent exposures. For this reason, and because measurements of exposure to fungi are largely unknown, it is not possible to determine "safe" or "unsafe" levels of exposure for people in general. Furthermore, due to the limitations involved with the interpretation of bioaerosol samples, the data obtained cannot be used to establish a health-based risk assessment or otherwise be used to establish if an area is "safe for occupancy."



#### 4.0 SITE DESCRIPTION AND BACKGROUND

The following observations and/or information was documented as part of the site assessment.

#### 4.1 Building Description

The Subject Location was a single-story commercial office building, formerly a Wells Fargo Bank branch, currently utilized by the Town of Dundee for various town departments. Exterior walls were concrete masonry units (CMUs) finished with brick. The foundation was a concrete slab-on-grade system. The flat roof was finished with an EPDM system. Interior walls were gypsum board finished with paint and vinyl cove base. Flooring was carpet, ceramic tile, and  $12^{"}x \ 12^{"}$  vinyl floor tile. Ceilings were a suspended grid system with  $2^{'}x \ 2^{'}$  acoustic tiles and  $1^{'}x \ 1^{'}$  splined tiles. Office 2, Office 3, and the Conference Room appeared to be an addition to the original structure. The west walls in these rooms were observed to have exterior brick behind the gypsum board walls, and the roof deck was corrugated metal. The roof deck on the remainder of the building was plywood.

#### 4.2 Heating, Ventilation and Air Conditioning (HVAC) Description

The heating, ventilation, and air conditioning (HVAC) systems that serviced the Subject Location consisted of four (4) DX-split systems and one (1) mini-split system. Supply and return air were distributed through a combination of ridged fiberboard and flexible ductwork located above the suspended ceiling tile grid. The HVAC systems were controlled by digital thermostats in the following locations:

- Lobby NE Corner Set to 74°F Cool, fan set to "Auto".
- Lobby NW Corner Set to 71°F Cool, fan set to "Auto".
- Former Teller Area -- East Wall -- Set to 76°F Cool, fan set to "Auto".
- Conference Room Set to 75°F Cool, fan set to "Circ".
- Break Room (Mini-Split System) No setting apparent wireless thermostat had no power.

#### 4.3 Background Information

The following information was provided to GBTS from the Client and/or occupants of the Subject Location.

- The building was constructed as a Well Fargo Bank branch in 1978. The Town of Dundee purchased the building in 2021 and utilizes the building as offices for their Permit Department and Code Enforcement.
- There have been historic leaks in the window systems, especially in Office 1 and Office 3. The windows have been sealed numerous times with caulk and tar.
- Water intrusion was reported during Hurricane Milton.
- A musty odor was detected by occupants of the building after Hurricane Milton.
- The building was vacated and had remained unoccupied since Hurricane Milton.
- Water impacts were observed in Office 1, Office 2, Office 3, the Conference Room, the Break Room, and the Former Teller Area after Hurricane Milton.



### 5.0 FINDINGS

Results of the moisture-impact assessment are as follows.

#### 5.1 Visual Observations and Moisture Measurements

Areas with visual staining, damage, and/or AMG, along with areas measures to contain elevated to excessive moisture content are presented in Figure 1 at the end of this report. The following photographs and descriptions were documented during GBTS's assessment on November 11, 2024.

Location: Office 1

Observation: Rusted corner bead and multiple application of caulk and tar around window perimeter.

Moisture Content: Excessive

Potential Source: Window leak(s)

:



Photo 1

Location: Office 1

Observation: Multiple application of caulk and tar around window perimeter.

Moisture Content: Excessive

Potential Source: Window leak(s)

Note: Irrigation sprinkler head directly outside of window

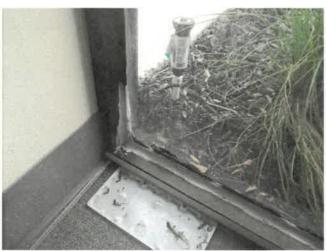


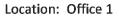
Photo 2



#### **TECHNICAL SERVICES**

Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

- Location: Office 1
- Observation: South wall
- Moisture Content: Excessive
- Potential Source: Window leak(s); penetration through building envelope
  - Note: Excessive moisture levels were a minimum of six (6) feet up from the floor and six (6) feet west of the window.



- Observation: Excessive moisture reading south wall
- Moisture Content: 66.3%
- Potential Source: Window leak(s); penetration through building envelope
  - Note: Microbial growth was not observed.



Photo 3



Photo 4

- Location: Break Room
- Observation: Stained ceiling tile
- Moisture Content: Normal in tile; excessive in wall below tile
- Potential Source: Fan exhaust penetration in west wall soffit



Photo 5



Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

### Location: Break Room

- Observation: Close-up of stained ceiling tile
- Moisture Content: Normal
- Potential Source: Fan exhaust penetration in west wall soffit.
  - Notes: Multiple rings on the tile indicate multiple water intrusion events.



#### Location: Break Room

- Observation: Fan vent discharge line exiting at soffit.
  - Note: Daylight was observed around the fan discharge line penetration.



Photo 7

Location: Break Room

Observation: Excessive moisture levels in west wall below stained ceiling tile

Moisture Content: 24.2%

Potential Source: Fan exhaust penetration in west wall soffit.



Photo 8



**TECHNICAL SERVICES** 

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- Location: Office 2
- Observation: Stained ceiling tile

Moisture Content: Normal

- Potential Source: Leak at point where east addition connects to the original structure.
  - Note: Microbial growth was not observed.

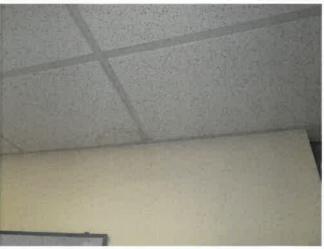


Photo 9

Location: Office 2

Observation: Leak point above stained ceiling tile

Moisture Content: N/A

Potential Source: Roof leak

Note: The west wall was once an exterior wall. Note the brick finish above the lay-in ceiling tiles.



Photo 10

Location: Office 3

- Observation: Water-stained carpet by window
- Moisture Content: Normal in carpet; excessive in north jamb behind vinyl cove base.

Potential Source: Window leak(s)



Photo 11



### **TECHNICAL SERVICES**

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- Location: Office 3
- Observation: Water-stained carpet by window
- Moisture Content: Normal in carpet
- Potential Source: Window leak(s)





- Location: Conference Room
- Observation: Water-stained ceiling tiles
- Moisture Content: Normal
- Potential Source: Roof leak(s)



Photo 13

- Location: Conference Room
- Observation: Water stains on top of ceiling tiles in Photo 13
- Moisture Content: Normal
- Potential Source: Roof leak(s)
  - Note: Microbial growth was not observed.



Photo 14



Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

### Location: Conference Room

- Observation: Roof decking penetrations above water-stained ceiling tiles in Photos 13 and 14.
  - Notes: Electrical and refrigerant lines penetrations observed.

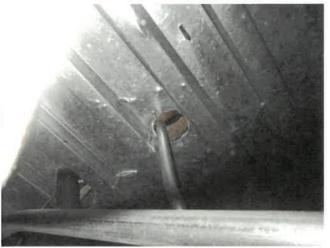


Photo 15

#### Location: Former Teller Area

- **Observation: Stained ceiling tiles**
- Moisture Content: Normal
- Potential Source: Roof leaks
  - Note: Microbial growth was not observed.



Photo 16

- Location: Former Teller Area
- **Observation: Stained ceiling tiles**

Moisture Content: Normal

Potential Source: Roof leaks

Note: Microbial growth was not observed.

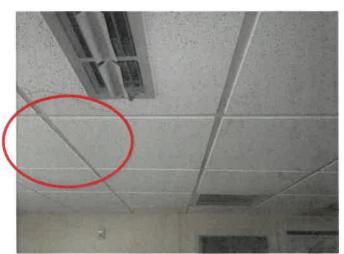


Photo 17

Item 4.





Moisture Impact Assessment Report Former Bank Building 124 Dundee Road, Dundee, Florida 33838

Location: Former Teller Area

Observation: Water stain on top of the ceiling tile in Photo 16

Moisture Content: Normal

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Potential Source: Roof leaks



Photo 18

Location: Former Teller Area

Observation: Roof penetrations for HVAC compressor electrical and refrigerant lines above stained ceiling tiles

Moisture Content: Normal in plywood deck

Potential Source: N/A

Note: Stained plywood roof deck



Photo 19

Location: Former Teller Area

Observation: Rodent dropping observed on top of ceiling tiles

Moisture Content: N/A

Potential Source: Rodent activity

Note: Rodent droppings were observed on top of the ceiling tile in all spaces where the ceiling tiles were removed for examination.



Photo 20



#### 5.2 Thermal Contrast Imaging

The following thermal images were collected at the Subject Location.



Photo 21a: Office 1 - south wall

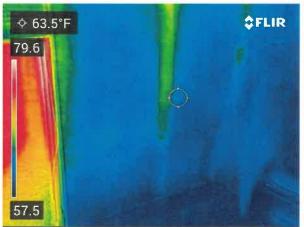


Photo 21b: Thermal abnormalities observed.



Photo 22a: Break Room – west wall below stained ceiling tile

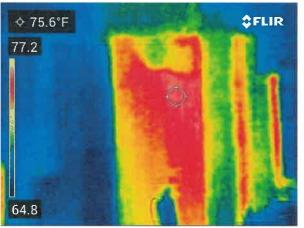


Photo 22b: Thermal abnormalities observed.



#### 5.3 Environmental Parameter Measurements

The table below summarizes environmental parameter measurements collected on November 11, 2024 between 12:00 pm and 1:30 pm while the facility was vacant.

Location	Atmospheric Temperature (°F)	Relative Humidity (%)	Dew Point Temperature (°F)	Carbon Dioxide (ppm)	
Office 1	70.9	52.5	52.6	596	
Break Room	69.8	56.5	53.7	590	
Lobby - West	70.4	57.1	54.8	605	
Lobby - East	70.7	57.2	54.7	608	
Former Teller Area	72.0	56.7	55.4	636	
Conference Room	71.6	54.4	54.5	603	
Office 2	71.5	54.8	54.3	596	
Office 3	72.2	53.9	54.6	592	
Office 4	72.5	54.1	55.0	596	
Vault	73.1	53.9	55.4	642	
Exterior (Average)	87.6	64.5	75.1	386	
ASHRAE Target Levels <sup>1</sup>	70°F to 80°F	60%-65% or below	Below 62.2°F	1,086 ppm²	

1. Target levels recommended by the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).

2. The ASHRAE industry guideline for maximum CO<sub>2</sub> concentration of indoor environments is based on a maximum indoor/outdoor differential of no more than 700 ppm (*i.e.*, average exterior 386 + 700 = 1,086 ppm)

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# 5.4 Bioaerosol Sample Results

The table below summarizes laboratory analysis results of bioaerosol samples collected on November 11, 2024. The laboratory analysis report is located in Appendix B at the end of this report.

Fungal Spore Type	Office 1 (AOC-01)	Break Room (AOC-02)	Lobby - West (AOC-003)	Lobby – East (AOC-004)	Former Teller Area (AOC-05)	Conference Room (AOC-06)	Office 2 (AOC-007	Exterior - North (AOC-008)	Exterior - South (AOC-09)
Alternaria (Ulocladium)	-		1	1	-	-	-	40	40
Ascospores	1	1	1	1	-	1	1	440	200
Aspergillus/Penicillium	330	510	950	570	750	460	510	100	
Basidiospores	20	70	-	20	70	220	-	1,300	770
Bipolaris++		1	1	1	1	1	ł	20	
Chaetomium	1		I	I	L	-	I		1
Cladosporium	20	06	40	I	200	20	220	8,350	1,300
Curvularia	1		20	40	40	20	7	200	60
Epicoccum	1			1	1		1	20	40
Fusarium	-	1	-	I	1	-	-	200	70
Ganoderma	Ŧ	I	I	I	1		I	200	200
Myxomycetes++	-	1		I			-	200	
Pithomyces++	1	Đ	,	ŧ	1	J	1	20	70
Rust		1	1	ŀ	1			-	7
Stachybotrys/Memnonie				1	T	-	1		•
Cercospora	-	1		I	T	-	-	100	70
Diplocladiella	1	I	I	1	I		1	40	
Nigrospora	ı	1	1	I	I	I	1	40	70
Pestalotia	1	I	J	I	i	-	1	7	* 1
Tetraploa	-			1	-	ı	I		7
Torula	-	I	I	T	I	T	7	70	100
Total Fungi	370	670	1,050	650	1,080	720	744	11,387	3,034
Results are in Counts/m <sup>3</sup>	n³								

Page 17



#### 6.0 **RECOMMENDATIONS**

GBTS presents the following recommendations based upon findings and laboratory analysis results collected on November 11, 2024.

- The moisture sources identified in this assessment report should be evaluated and repaired before the start of remediation activities. This should include window and roof alterations/ repairs. The work should be performed by qualified contractors.
- Moisture and/or AMG-impacted building materials should be remediated by a Florida licensed mold remediation contractor with experience in mold-related projects of this size and scope. Priority should be given to locations within the facility where AMG was identified.
- The work should be performed in accordance with work procedures described in the Scope-of-Work presented in Section 7.0 of this document, the New York City Department of Health (NYCDOH) "Guidelines on Assessment and Remediation of Fungi in Indoor Environments", United States Environmental Protection Agency (EPA) "Mold Remediation in Schools and Commercial Buildings", and Institute of Inspection Cleaning and Restoration (IICRC) "Standard and Reference Guide for Professional Mold Remediation". In addition to these guidelines, the contractor should be expected to abide by all applicable local, state, and federal laws for where the work is being done.



#### 7.0 SCOPE-OF-WORK

The guidelines covered by this Scope-of-Work may be applied to the general remediation of building materials and interior finishes impacted by moisture or AMG. Work will take place during normal working hours, unless otherwise requested by the Client. The Client will be responsible for removing items from the work areas. Items to be reused should be cleaned as described in Section 8.3 of this document. Items in the work areas are to be removed prior to the remediation of moisture-impacted materials. Non-porous and semi-porous items to be reused (such as sinks, plumbing, countertops, etc.) should be cleaned as described in Section 8.3 of this document.

For the purposes of this Scope-of-Work, when the term "remove" is used, that action constitutes removal and disposal of the item, underlying insulation, padding, and tack strips, as applicable. Conditions may change prior to the remediation contractor commencing work; therefore, additional removal may be necessary beyond the estimates given in this Scope-of-Work.

The remediation contractor shall remediate moisture-impacted building materials in the locations described in the table below. The quantities of building materials are approximate and based on limited visual observations and moisture measurements. Some materials listed below (i.e., sinks, countertops, etc.) may be salvageable and reused based on the contractor's discretion. Material locations are approximate and considered to be the minimum amount of removal required. Additional materials identified as impacted by microbial growth during remediation activities should be removed. Generally, removal shall extend to a minimum of 18- to 24-inches beyond mold-impacted materials. The term "destructive assessment" implies the installation of inspection holes approximately 8"x 8" in walls, flooring, and/or cabinetry to visually assess building materials not readily accessible.

Location	Remediation Activity
Office 1	Remove the south wall (approx. 8' x 8').
Break Room	Remove stained ceiling tile (1). Remove the west wall below the damaged ceiling tile from floor to ceiling (approx. 4' x 8'). Destructive assessment of other portions of the west wall may be warranted
Office 2	Remove stained ceiling tile (1).
Office 3	Remove the lower north window jamb (approx. 1' x 1'). Clean carpet.
Conference Room	Remove stained ceiling tiles (2).
Former Teller Area	Remove stained ceiling tiles (3).

The contractor must verify quantities of materials to be removed. Locations of moisture-impacted building materials are shown on <u>Figure 1</u> attached at the end of this report. Locations for building materials removal are shown on <u>Figure 2</u> attached at the end of this report.



#### 8.0 REMEDIATION SEQUENCING

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The remediation contractor will sequence work at his own discretion as long as work is completed as efficiently as possible. Unless otherwise specified, all moisture-impacted building material removal will be performed using negative-pressure enclosure containment by workers experienced in the handling of mold-contaminated and moisture-damaged building materials. The general sequence will involve first removing contaminated building materials, then commencing with the cleaning procedures described in this Scope-of-Work.

#### 8.1 <u>Removal Enclosure</u>

Based on the above presented conclusions, GBTS recommends the following:

- Flapped or zippered entrance
- Critical barriers
- Protective covering of floors, ceilings, and other surfaces not being removed
- Establishment of a negative pressure differential
- Restricted access into the work area

Note that containments are to be constructed out of 6-mil fire retardant polyethylene sheeting. Critical barriers will be constructed to minimize the migration of airborne spores to adjacent spaces. A negative pressure differential will be established between the work area and the outside/ambient air using high volume air filtering devices (AFDs) fitted with High Efficiency Particulate Air (HEPA) filters. AFDs will be placed in a manner that will create negative pressure throughout the work area, to the extent possible. Air will be discharged to the outside of the work area. The use of dehumidifiers inside the containment during remediation activities may be required if wet building materials are detected within the work areas or humidity conditions cannot be controlled.

#### 8.2 <u>Removal of Damaged Materials</u>

Material should be removed in a fashion that will minimize dust generation. Wall board removal shall be conducted by using hand tools or power tools that are fitted with dust collection devices. At no time shall the contractor use power tools to remove or otherwise disturb mold impacted material outside of the containment. Overall removal sequencing is left up to the contractor. Materials removed are to be bagged and transported offsite daily. A light water mist will be used within the containment during removal to minimize dust generation. The contractor shall place removed material directly into 6-mil polyethylene bags and shall not allow material to accumulate on the floor of the containment. As bags are filled, they shall be sealed within the containment area, moved into the decontamination unit where the exterior of the bags will be wet-wiped, and then removed to outside of the building.

#### 8.3 <u>Cleaning</u>

Surface cleaning of non-porous or semi-porous surfaces showing visible mold-growth will be conducted using a detergent solution. Surfaces to be treated will be cleaned and an anti-microbial coating (Foster 40-20 or equivalent) applied to the surface. The anti-microbial coating will be applied following sufficient dry time for the detergent solution.



Wood baseboards and wall studs showing visible mold-growth will be cleaned by washing with a detergent solution and applying an anti-microbial coating. Stained areas may be lightly sanded prior to the application of the anti-microbial coating.

An initial cleaning will be conducted after all designated materials have been removed from the work area. All surfaces within the work area shall be thoroughly cleaned to remove loose dust. The cleaning shall be performed using damp cloths wetted with a cleaning solution (detergent, Oxine, Foster 40-80, or equivalent) and vacuum cleaners equipped with HEPA filters. Stud tracks should be vacuumed using a HEPA filtered vacuum cleaner, then wet-wiped.

Following damp cloth wiping, all surfaces inside the work area shall be dried with a cloth. Within the work area, the cleaning should commence at the point furthest from the entrance to the work area and proceed towards the work area entrance. During this phase, the negative air machines will be in continuous operation.

The final cleaning shall consist of damp cloth wiping and/or HEPA vacuuming of all surfaces in the work area as described in Section 6.1.3 of this Scope-of-Work. Following the cleaning, the contractor shall apply an anti-microbial encapsulant (Foster 40-20 or equivalent) to surfaces within the containment where the removal of building material has resulted in the exposure of wall cavities, plenums, soffits, or crawl spaces. Materials to be encapsulated include but may not be limited to: studs, blocks, wood sheathing and concrete walls. Items not requiring application include poly sheeting and objects in the containment that were surface cleaned as a part of the remediation procedure. Care should be taken so as not to soak exposed electrical connections. The contractor may shut down the negative air machines during the application of the encapsulant, but shall restart them upon completion of the task.

#### 8.4 <u>Cleaning of the Air</u>

After final cleaning, the negative air machines shall be used to "scrub" the air inside the work area for a minimum of 24 hours.



#### 9.0 WORKER PROTECTION

Prior to commencement of work, the workers shall be instructed and knowledgeable on the hazards of exposure to mold, biocides, and any other chemical to be used by the contractor. The workers shall also be instructed and knowledgeable on the use / fitting of respirators, protective clothing and on all aspects of work practices to be employed during this project.

#### 9.1 Respiratory Protection

The minimum level of respiratory protection to be employed during all phases of remediation shall be half-face negative pressure respirators equipped with dual p-100/organic vapor cartridges. All workers shall have undergone respiratory fit-testing, completed protection training as per OSHA 1910.134 and shall be in a medical surveillance program.

#### 9.2 Protective Clothing

All workers and authorized visitors shall be required to wear protective clothing while inside work areas. The protective clothing must be worn properly. No modifications to the clothing may be made that exposes the wearer's skin.

Protective clothing shall consist of protective full body disposable coveralls, rubber gloves, foot coverings, steel-toed work boots, and hard hats. Eye protection shall be worn by all workers not wearing full-face respirators.



#### **10.0 REMEDIATION REQUIREMENTS**

#### 10.1 Disposal Requirements

If no asbestos-containing materials are identified in the remediation areas, materials removed from the Subject Area shall be disposed of as general construction debris. All applicable local, State and Federal requirements for the disposal of this material shall be followed. Materials removed are scheduled to be moved offsite daily so as not to have to contend with coordination of a dumpster.

#### 10.2 <u>Utilities</u>

Water and electricity will be available in the Subject Area. Wastewater shall be discharged to a sanitary sewer. Prior to commencement of any removal activities electrical power to the outlets in areas where removal is scheduled to occur shall be turned off. All electrical cords and equipment entering the work area shall include a Ground Fault Interrupter (G.F.I.) in line with the supplied current.



#### 11.0 FINAL VISUAL AND AIR TESTING

A dust free environment within the work area(s) shall be maintained after the final cleaning has occurred. GBTS shall perform a visual inspection upon completion of all work to verify that designated building material has been completely removed.

#### 11.1 Visual Inspection

A final visual inspection will be conducted of the containment work area following completion of remediation activities. The purpose of the inspection will be to assess that materials identified in the Scope-of-Work (as applicable) have been remediated and that additional impacted materials or elevated moisture are not found.

#### 11.2 <u>Air Filtration Units</u>

All HEPA-filtered exhaust units shall remain operational, and the pressure differential shall be maintained as described in this Scope-of-Work, until the visual inspection has been successfully completed.

#### 11.3 Air Sampling (Optional)

After an acceptable visual inspection, bioaerosol samples may be collected at the Subject Location, at the request of the Client. It should be noted that there are no requirements for "air testing" as part of a post-remediation verification (PRV) assessment, and there are significant challenges with the interpretation of laboratory results, which include but are not limited to:

- No numerical definition of "contamination" from airborne mold spore.
- Very short-term, imprecise, and non-metric collection methods.
- No health-based numerical standard for hazardous vs. non-hazardous concentrations.
- Wide variations in laboratory analysis results from region to region.
- Airborne fungal structures are ubiquitous in background environments.

Given the inherent statistical weakness associated with microbial air samples as well as the wide variance in ambient mold spore concentrations and types, the interpretation of analysis results (if collected) may be based on an average of data collected within a given work area compared against ambient samples, and the interpretation of analysis results (if collected) may be based on a frequency of fungal species occurrence over the median concentration of interior and exterior samples.



#### 12.0 REFERENCES

American Conference of Governmental Industrial Hygienists (ACGIH); *Bioaerosols, Assessment and Control* (1999); ACGIH

American Society for Heating, Refrigeration, and Air-Conditioning Engineers, Inc. (ASHRAE); *Thermal Environmental Conditions for Human Comfort*; ANSI/ASHRAE 55-2017.

American Society for Heating, Refrigeration, and Air-Conditioning Engineers, Inc. (ASHRAE); Ventilation for Acceptable Indoor Air Quality; ANSI/ASHRAE 62.1-2016.

Institute of Inspect Cleaning and Restoration Certification (IICRC); *S500 Standard for Professional Water* Damager Restoration (2021 – 5<sup>th</sup> edition). IICRC

Institute of Inspect Cleaning and Restoration Certification (IICRC); *S520 Standard for Professional Mold Remediation (2015 - 3<sup>rd</sup> edition)*. IICRC

National Institute of Occupational Safety and Health (NIOSH); *NIOSH Pocket Guide to Chemical Hazards* (2007, September – 3<sup>rd</sup> edition); Department of Health and Human Services - Centers for Disease Control and Prevention; US Government Printing Office

New York City Department of Health and Mental Hygiene (DOHMH), Bureau of Environmental & Occupational Disease Epidemiology; *Guidelines on Assessment and Remediation of Fungi in Indoor Environments (2008, November);* DOHMH

United States Environmental Protection Agency (EPA); *Building Air Quality, a Guide for Building Owners and Facility Managers* (1991); US Government Printing Office.

United States Environmental Protection Agency (EPA); *Mold Remediation in Schools and Commercial Buildings* (2008, September); US Government Printing Office.



FIGURE 1

#### **MOISTURE IMPACT LOCATIONS**

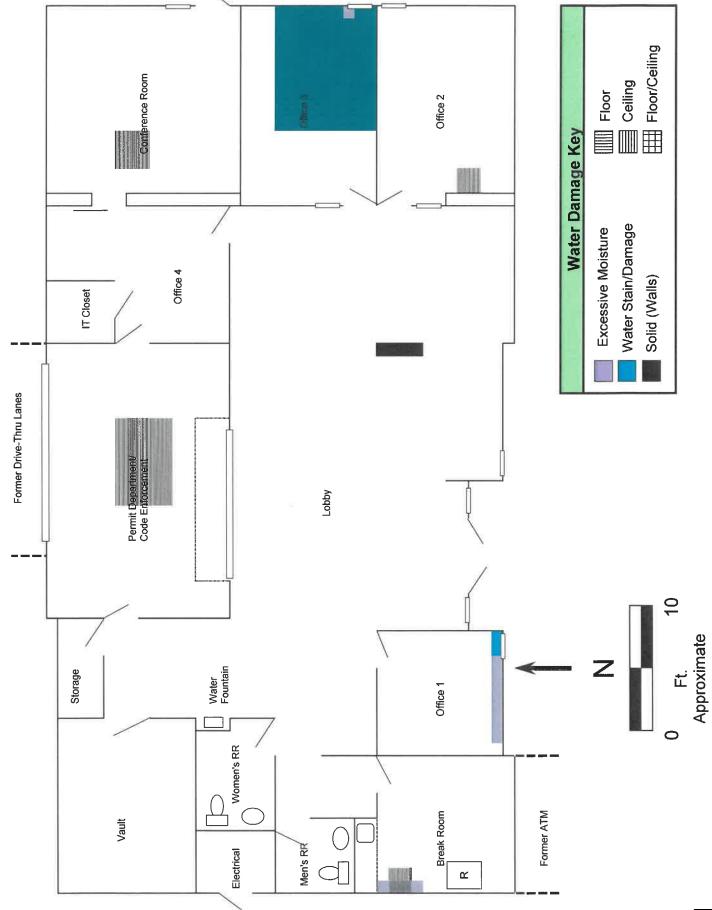


Figure 1. Floor Plan - Water Damage Locations (24009-0340 Former Bank Building - Dundee)

ltem 4.

229



# TOWN COMMISSION MEETING January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Hardship Order No. 01-24
SUBJECT:	Woodland Ranch Estates Hardship Application and Order
STAFF ANALYSIS:	On September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted <i>Town of Dundee Ordinance No. 24-09</i> (the "Ordinance") establishing a moratorium on the acceptance and processing of applications for residential annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permits, amongst others.
	On or about December 2, 2024, pursuant to Section $5(i)$ of the Ordinance, the Applicant submitted the Town of Dundee Development Services – Hardship Application and all required and relevant documentation (collectively referred to as the "Application") to the Town in order to request certain exception(s) from the moratorium.
	On December 10, 2024, at a duly noticed public meeting, the Request and Application were presented to and considered by the Town Commission at a public hearing with a quorum present and voting; and, based on the competent substantial evidence and testimony presented by Applicant's representative, George Lindsey, the Town Commission unanimously voted to enter this <b>ORDER GRANTING HARDSHIP APPLICATION WITH CONDITION(S)</b> ("Order").
	The Town Commission authorized Town staff to proceed with reviewing the applicable plans and submittals for the Woodland Ranch Estates Phase 1 (i.e., the Phase 1 CSP).
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	At the will of the commission
ATTACHMENTS:	Hardship Order No. 01-24

IN AND FOR THE TOWN OF DUNDEE, FLORIDA BEFORE THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA

#### ORDINANCE 24-09: HARDSHIP ORDER NO. 01-24

IN RE: WOODLAND RANCH ESTATES

PARCEL NUMBER(S): 272825-000000-044010, 272825-000000-043010, 272826-000000-021020, 272826-000000-022010, and 272826-000000-023020.

**LEGAL DESCRIPTION:** SEE ATTACHED HARDSHIP APPLICATION

**REQUEST:** Pursuant to Section 5(*i*) of the Town of Dundee Ordinance No. 24-09, Woodland Ranch Estates, LLC and Woodland Ranch Estates 3, LLC (the "Applicant") requested an exception to the moratorium imposed by *Town of Dundee Ordinance No.* 24-09 for the Woodland Ranch Estates development arising out of extraordinary hardship(s).

#### **ORDER GRANTING HARDSHIP APPLICATION WITH CONDITION(S)**

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.

Section(s) 163.3161 through 163.3215, Florida Statutes (2024), the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates That the Town plan for future development and growth.

The Town has experienced significant and unprecedented residential growth in a short time resulting in new residential annexations, land use modifications, rezonings, major Planned Unit Development (PUD) amendments, master planned communities, and phased residential development(s) resulting in significant increased demand for Town-provided utility services which includes, but shall not be limited to, potable water utility service(s); and, as a direct result of the unprecedented number of proposed and/or approved new residential development projects within the corporate limits of the Town, the Town is at and/or has exceeded its maximum allocable daily potable water capacity permitted under the Town's current consumptive water use permits (WUPs) issued by the Southwest Florida Water Management District (SWFWMD).

Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the "Code") and Section 6.01.07.03 of the Town of Dundee Land Development Code (the

Item 5.

"LDC"), a *Concurrency Developer's Agreement* has been required as a condition of approval for any *Town of Dundee Certified Subdivision Plan* ("CSP") in order to provide, at a minimum, as follows: (1) detail the Town's inability to currently provide allocable potable water capacity; (2) detail the necessary expansion of the Town's potable water treatment facilities in order to serve the proposed development; and (3) detail the terms and conditions under which the Town will provide potable water utility service(s) to and/or for the proposed project which is the subject of the CSP.

The Concurrency Developer's Agreement(s), which are required as a condition of approval for any CSP, clearly and unequivocally identifies that the Town does not presently have the necessary utility infrastructure, utility facilities, and/or allocable potable water capacity to serve the proposed residential development.

On March 14, 2023, at a duly noticed public meeting, the Town Commission of the Town of Dundee (the "Town Commission") passed and adopted *Town of Dundee Resolution No. 22-51* approving the CSP for the Woodland Ranch Estates Phases I and II Subdivision<sup>1</sup> with Certain Conditions (the "Phase 1 CSP") which provides, amongst others, that the Town is not able to provide allocable potable water capacity for project.

On September 10, 2023, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Resolution No. 23-26* approving the CSP for the Woodland Ranch Estates Phases III Subdivision with Certain Conditions (the "Phase 2 CSP") which provides, amongst other things, that the Town is not able to provide allocable potable water capacity for project.

The Applicant has entered into a *Concurrency Developer's Agreement* for both the Phase 1 CSP and Phase 2 CSP (collectively referred to as the "Agreements") which provide, amongst other things, that the municipal facilities and services needed to support the development(s) are not available and, by entering into the Agreements, the Applicant assumes all risk(s).

Copies of the Phase 1 CSP, Phase 2 CSP, and Agreements are attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

On September 10, 2024, at a duly noticed public meeting, the Town Commission passed and adopted *Town of Dundee Ordinance No. 24-09* (the "Ordinance") establishing a moratorium on the acceptance and processing of applications for residential annexations, rezonings, building permits, planned developments, master planned communities, development order(s), and development permits, amongst others.

<sup>&</sup>lt;sup>1</sup> The *Woodland Ranch Estates Phase I and II Subdivision* shall be submitted by the Applicant and reviewed by the Town of Dundee as either a combined single phase (e.g., Phase 1) or two (2) separate phases.

A copy of the Ordinance is attached hereto as **Exhibit "B"** and incorporated herein by reference.

On or about December 2, 2024, pursuant to Section 5(i) of the Ordinance, the Applicant submitted the Town of Dundee Development Services – Hardship Application and all required and relevant documentation (collectively referred to as the "Application") to the Town in order to request certain exception(s) from the moratorium.

A copy of the Application is attached hereto as **Exhibit "C"** and incorporated herein by reference.

On December 10, 2024, at a duly noticed public meeting, the Request and Application were presented to and considered by the Town Commission at a public hearing with a quorum present and voting; and, based on the competent substantial evidence and testimony presented by Applicant's representative, George Lindsey, the Town Commission unanimously voted to enter this **ORDER GRANTING HARDSHIP APPLICATION WITH CONDITION(S)** ("Order").

The meeting minutes (the "Minutes") for the public hearing of the Town Commission on and/or for the Application, which was held on December 10, 2024, are attached hereto as **Exhibit "D**" and incorporated herein by reference.

A quorum of the Town Commission present and voting, at a duly noticed public meeting, as required by *Town of Dundee Ordinance No. 24-09* and applicable law, and a vote by the majority in favor of entering this **ORDER GRANTING HARDSHIP APPLICATION WITH CONDITION(S)**, the Town Commission hereby orders that the Applicant shall receive a hardship exception consistent with the terms and condition(s) set forth herein, as follows:

- 1. The Applicant waives any and all statutory development review timelines for *development orders* and *development permits*<sup>2</sup> which are applicable in accordance with Florida law, as amended<sup>3</sup>.
- 2. The Town Commission authorizes Town staff to proceed with reviewing the applicable plans and submittals for the Woodland Ranch Estates Phase 1 (i.e., the Phase 1 CSP).

<sup>&</sup>lt;sup>2</sup> For purposes of this Order, the terms *development order* and *development permit* shall have the meaning(s) provided in §163.3164, Florida Statutes (2024).

<sup>&</sup>lt;sup>3</sup> Timelines include, but shall not be limited to, any applicable review timeline(s) provided in *Chapter 2024-191, Laws of Florida,* and *Chapter 2024-210, Laws of Florida.* 

- 3. Unless and until the Town of Dundee, Florida, receives a credit to its Water Use Permit (WUP) from SWFWMD arising out of the Applicant's transfer<sup>4</sup> of certain agricultural wells, no *development order, development permit,* and/or vested development entitlement(s) shall be approved for any residential development on and/or for the real property which is the subject of the Phase 1 CSP, Phase 2 CSP, and Woodland Ranch Estates Subdivision (see **Composite Exhibit "A"**).
- 4. For purposes of determining whether this Order creates any vested right(s) and/or development entitlement(s), this Order and the Town's review of any plan(s) and/or documents shall not be interpreted to create any vested right and/or entitlement to develop the subject real property in accordance with any plan(s) and/or documents submitted to the Town for review; and, in the event the Applicant submits any plan(s) and/or documents for review, the Applicant acknowledges, accepts, and assumes any and all risk(s).
- 5. The terms, condition(s), and covenants set forth in the *Concurrency Developer's Agreements* (see **Composite Exhibit "A"**) for the Phase 1 CSP and Phase 2 CSP shall remain in full-force and effect.
- 6. This Order shall not constitute a waiver or variance from applicable law and/or any applicable development regulation(s) unless specifically noted in this Order and consistent with the *Town of Dundee Land Development Code*, as may be amended.
- 7. This Order shall not grant authority to alter the real property which is the subject of the Phase 1 CSP, Phase 2 CSP, and Woodland Ranch Estates Subdivision, nor does it waive any permits, including building permits, that may be required by Federal, State, or County agencies which may have jurisdiction.
- 8. The *effective date* of this Order shall be the date on which this Order is approved by the Town Commission, at a duly noticed public meeting, and executed by the Town Manager.

#### [Remainder of page intentionally blank]

<sup>&</sup>lt;sup>4</sup> Applicant's transfer of the agricultural wells and/or permitted capacity which are the subject of the *Water Supply Allocation Agreement(s)* entered into between the Town and Applicant on the effective date of this Order.

**DONE AND ORDERED** by the Town Commission of the Town of Dundee, Florida, on the 10<sup>th</sup> day of December, 2024.

#### TOWN OF DUNDEE, FLORIDA

Tandra Davis, Town Manager

Attest:

Lita O'Neill, Town Clerk

Approved as to Form:

Frederick J. Murphy, Jr., Town Attorney



# TOWN COMMISSION MEETING

## January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-09 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATOR AT THE DUNDEE COMMUNITY CENTER
SUBJECT:	RFP 24-09 BID AWARD
STAFF ANALYSIS:	The Town of Dundee received two proposals for the design, construction, and installation of an emergency generator at the Dundee Community Center.
	Two companies submitted responsive bids during the sealed bid process. These companies included Mid Florida Diesel and Zabatt Engine Services, Inc.
	The Purchasing Evaluation Committee scored both proposals, and Mid Florida Diesel, Inc. earned an average of 57.5 points, while Zabatt Engine Services, Inc. earned an average of 23 points.
	<ul> <li>Proposed total costs from each company are as follows:</li> <li>Mid Florida Diesel, Inc \$105,216.00</li> <li>Zabatt Engine Services, Inc \$204,598.40</li> </ul>
FISCAL IMPACT:	FEMA Grant funds 75% of this project
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	RFP 24-09 Tabulation Record
	Bid Proposal from Mid Florida Diesel, Inc.
	Bid Proposal from Zabatt Engine Services, Inc.



# TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·

Web: www.TownofDundee.com

Project Number:	24-09				
Project Name:	RFP 24-09 Emerge	ency Generator – Du	indee Comn	nunity Cente	er
Type of BID:	Request for Propos	sal			
Purchasing Representative:	John Vice				
Due Date:	12/4/2024			Location:	202 E Main Street
Opening Date:	12/5/2024				Dundee, FL 33838

	CONTRACTOR	CITY, STATE	BASE BID	OPTIONAL	OPTIONAL	TOTAL COST BASE BID PLUS		ADDENDA NOWLED		INTENT TO
	contractor	CIII, SIMIL	DAGE DID	BID 1	BID 2	OPTIONAL BIDS 1 AND 2	ADD 1	ADD 2	ADD 3	AWARD
1	Mid Florida Diesel, Inc.	Bartow, FL	\$105,216.00			\$105,216.00				Yes
2	Zabatt Engine Services,	Jacksonville, FL	\$204,598.40			\$204,598.40				Yes
	Inc.									
3										
4										
5										
6										
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10										
11										
12										



# TOWN COMMISSION MEETING

## January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, RFP 24-10 DESIGN, CONSTRUCTION, AND INSTALLATION OF EMERGENCY GENERATOR AT THE ECONO LIFT STATION
SUBJECT:	RFP 24-10 BID AWARD
STAFF ANALYSIS:	The Town of Dundee received two proposals for the design, construction, and installation of an emergency generator at the Econo Lift Station.
	Two companies submitted responsive bids during the sealed bid process. These companies included Mid Florida Diesel and Zabatt Engine Services, Inc.
	The Purchasing Evaluation Committee scored both proposals, and Mid Florida Diesel, Inc. earned an average of 73.5 points, while Zabatt Engine Services, Inc. earned an average of 33.3 points.
	<ul> <li>Proposed total costs from each company are as follows:</li> <li>Mid Florida Diesel, Inc \$60,157.00</li> <li>Zabatt Engine Services, Inc \$139,034.52</li> </ul>
FISCAL IMPACT:	FEMA Grant funds 75% of this project
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	RFP 24-10 Tabulation Record
	Bid Proposal from Mid Florida Diesel, Inc.
	Bid Proposal from Zabatt Engine Services, Inc.



# TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·

Web: www.TownofDundee.com

Project Number:	24-10				
Project Name:	RFP 24-10 Emerge	ency Generator – Ec	ono Lift Sta	tion	
Type of BID:	Request for Propos	al			
Purchasing Representative:	Tracy Mercer/Rayr	nond Morales			
Due Date:	12/4/2024			Location:	202 E Main Street
Opening Date:	12/5/2024				Dundee, FL 33838

	CONTRACTOR	CITY, STATE	BASE BID	OPTIONAL	OPTIONAL	TOTAL COST BASE BID PLUS		ADDENDA KNOWLED		INTENT TO
	contrateron		DISLDID	BID 1	BID 2	OPTIONAL BIDS 1 AND 2	ADD 1	ADD 2	ADD 3	AWARD
1	Mid Florida Diesel, Inc	Bartow, FL	\$60,157.00			\$60,157.00				Yes
2	Zabatt Engine Services, Inc.	Jacksonville, FL	\$139,034.52			\$139,034.52				Yes
3										
4										
5										
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12										



# TOWN COMMISSION MEETING

### January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, IFB 24-11 ONE (1) TWENTY-YARD GRAPPLE/LIGHTNING LOADER TRUCK
SUBJECT:	IFB 24-11 BID AWARD
STAFF ANALYSIS:	The Town of Dundee received three proposals for one (1) twenty-yard grapple/lightning loader truck. One of these proposals was withdrawn due to time schedules for production.
	Of the two bids remaining that were submitted during the sealed bid process, one was an incomplete packet, or "nonresponsive" bid from Tampa Crane and Body. However, the staff Purchasing Evaluation Committee scored both proposals for the benefit of the Commission to consider both. Petersen Industries scored 100% of the points while Tampa Crane and Body scored 65% of the points.
	<ul> <li>Proposed total costs from each company are as follows:</li> <li>Petersen Industries, Inc \$217,597.80</li> <li>Tampa Crane and Body - \$215,000.00</li> </ul>
FISCAL IMPACT:	Funds are in the approved FY 24-25 budget
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	IFB 24-11 Tabulation Record
	Bid Proposal from Petersen Industries, Inc.
	Bid Proposal from Tampa Crane and Body, Inc.



# TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·

Web: www.TownofDundee.com

Project Number:	24-11			
Project Name:	IFB 24-11 Grapple	Truck		
Type of BID:	Invitation for Bid			
Purchasing Representative:	John Vice			
Due Date:	12/16/2024		Location:	202 E Main Street
Opening Date:	12/17/2024			Dundee, FL 33838

	CONTRACTOR	CITY, STATE	BASE BID	OPTIONAL BID 1	OPTIONAL BID 2	TOTAL COST BASE BID PLUS	ADDENDA ACKNOWLEDGED			INTENT TO
	CONTRACTOR					OPTIONAL BIDS 1 AND 2	ADD 1	ADD 2	ADD 3	AWARD
1	Petersen Industries	Lake Wales, FL	<del>\$228,640.43</del>			<del>\$228,640.43</del>				Yes
2	Petersen Industries	Lake Wales, FL	\$217,597.80			\$217,597.80				Yes
3	Tampa Crane &	Tampa, FL	\$215,000.00			\$215,000.00				Yes
	Body									
4										
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6										
7										
8										
9										
10										
11										
12										



# TOWN COMMISSION MEETING January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Town Manager Resignation				
SUBJECT:	Town Manager Resignation				
STAFF ANALYSIS:	A. Town Manager Davis has submitted her resignation pursuant to her January 14, 2021, contract. She is requesting the Town Commission accepts her resignation which allows her to work until Friday, February 7, 2025.				
	B. Town Manager Davis would like to present to the commission a strategic exit plan which will outline each department goals and expectations for the following:				
	Time Frame: 30 Day Action 60 Day Action 3 <sup>rd</sup> Quarter Action 4 <sup>th</sup> Quarter Action				
FISCAL IMPACT:	No Fiscal Impact				
STAFF RECOMMENDATION:	Staff recommends that the Commission accepts this plan of action to keep the town moving forward.				
ATTACHMENTS:	Town of Dundee Strategic Exit Plan				

Item 9.



# TOWN COMMISSION MEETING January 14, 2025 at 6:30 PM

AGENDA ITEM TITLE:	Discussion & Action, Selection of Interim Town Manager				
SUBJECT:	Selection of Interim Town Manager				
STAFF ANALYSIS:	<ul> <li>A. At the wishes of the Town Commission, Town Manager Davis is requesting that the Town Commission will select an Interim Town Manager to shadow the current manager to help the town move forward until a permanent Manager is selected.</li> <li>B. Defining the Process for the Selection of a Permanent Town Manager <ol> <li>Recruiting Firm</li> <li>Town of Dundee Selection Committee</li> </ol> </li> </ul>				
FISCAL IMPACT:	No Fiscal Impact				
STAFF RECOMMENDATION:	At the will of the commission				
ATTACHMENTS:	NA				

Item 10.