



AGENDA
TOWN OF DUNDEE, FLORIDA
TOWN COMMISSION MEETING
OCTOBER 11, 2022
6:30 P.M.
COMMISSION CHAMBERS
202 E. Main Street, Dundee, FL 33838
Phone: 863-438-8330
www.TownofDundee.com

CALL TO ORDER: MAYOR PENNANT

PLEDGE OF ALLEGIANCE: MAYOR PENNANT

INVOCATION: TO BE ANNOUNCED

RECOGNITION OF SERGEANT AT ARMS: SGT. ANDERSON OR DESIGNEE

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS: MAYOR PENNANT

ROLL CALL: JENN GARCIA

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

CONSENT AGENDA

ITEM 01: CONSENT AGENDA APPROVAL OF CONSENT AGENDA FOR OCTOBER 11, 2022

A. MINUTES

- Town Commission July 14, 2022 Budget Workshop Minutes
- Town Commission July 19, 2022 Budget Workshop Minutes
- Town Commission July 26, 2022 Meeting Minutes
- Planning & Zoning Board July 21, 2022 Meeting Minutes
- Town Commission July 12, 2022 Meeting Minutes
- Town Commission

B. COMMITTEE APPOINTMENT

- Sheila Aguilar, Tree Board Reappointment for a 3-year term, ending November 2025

C. AGREEMENTS

- RDK Assets, Inc 31-yard Freightliner ASL Truck
- Applied Aquatic Lake Ruth 2022 Agreement
- Applied Aquatic Lake Marie 2022 Agreement
- Applied Aquatic Lake Menzie 2022 Agreement

AGENDA

APPROVAL OF AGENDA: REGULAR MEETING AGENDA FOR OCTOBER 11, 2022

ITEM 02: RECOGNITION OF ARCHIE SAPP

ITEM 03: PROCLAMATION HISPANIC HERITAGE MONTH

ITEM 04: RESOLUTION 22-43 ALFORD RIDGE PARKS & RECREATION REQUEST

ITEM 05: DISCUSSION & ACTION AWARD OF RFP 22-05, DESIGN, CONSTRUCTION,

		AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR
ITEM 06:	DISCUSSION & ACTION	LINCOLN SIDEWALK PROPOSAL
ITEM 07:	DISCUSSION & ACTION	UPDATED CAPITAL IMPROVEMENT PLAN (CIP)
ITEM 08:	DISCUSSION & ACTION	MEETING SCHEDULE FOR NOVEMBER & DECEMBER
ITEM 09:	DISCUSSION & ACTION	TREE REMOVAL SERVICE APPROVAL

REPORTS FROM OFFICERS

- POLK COUNTY SHERIFFS OFFICE
- TOWN FIRE DEPARTMENT
- TOWN ATTORNEY
- TOWN MANAGER
- COMMISSIONERS
- MAYOR

ADJOURNMENT

PUBLIC NOTICE

PLEASE BE ADVISED THAT IF YOU DESIRE TO APPEAL FROM ANY DECISIONS MADE AS A RESULT OF THE ABOVE HEARING OR MEETING, YOU WILL NEED A RECORD OF THE PROCEEDINGS AND IN SOME CASES, A VERBATIM RECORD IS REQUIRED. YOU MUST MAKE YOUR OWN ARRANGEMENTS TO PRODUCE THIS RECORD. (FLORIDA STATUTE 286.0105)

IF YOU ARE A PERSON WITH DISABILITY WHO NEEDS ANY ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838 OR PHONE (863) 438-8330 WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS MEETING NOTIFICATION; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 01: APPROVAL OF THE COMMISSION CONSENT AGENDA

SUBJECT:

The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.

STAFF ANALYSIS:

The consent agenda for the meeting of October 11, 2022, contains the following:

A. Minutes for approval:

- Town Commission Budget Workshop Minutes 07/14/2022
- Town Commission Budget Workshop Minutes 07/19/2022
- Town Commission Meeting Minutes 07/26/2022
- Planning & Zoning Board Meeting Minutes 07/21/2022
- Town Commission Meeting Minutes 07/12/2022

B. Committee appointment:

- Sheila Aguilar, Tree Board Reappointment for a 3-year term, ending November 2025

C. AGREEMENTS

- RDK Assets, Inc 31-yard Freightliner ASL Truck
- Applied Aquatic Lake Ruth 2022 Agreement
- Applied Aquatic Lake Marie 2022 Agreement
- Applied Aquatic Lake Menzie 2022 Agreement

STAFF RECOMMENDATION:

Approval of the Consent Agenda for October 11, 2022.

ATTACHMENTS:

- Town Commission Budget Workshop Minutes 07/14/2022
- Town Commission Budget Workshop Minutes 07/19/2022
- Town Commission Meeting Minutes 07/26/2022
- Planning & Zoning Meeting Minutes 07/21/2022
- Town Commission Meeting Minutes 07/12/2022
- RDK Assets, Inc 31-yard Freightliner ASL Truck
- Applied Aquatic Lake Ruth 2022 Agreement
- Applied Aquatic Lake Marie 2022 Agreement
- Applied Aquatic Lake Menzie 2022 Agreement



COMMISSION CONSENT AGENDA ITEM

Meeting Date: 10/11/2022

Agenda Item No.: 4A

Type of Item:

<input checked="" type="checkbox"/>	Meeting Minutes	<input type="checkbox"/>	Letter of Commendation
<input type="checkbox"/>	Committee Appointment	<input type="checkbox"/>	Contract
<input type="checkbox"/>	Committee Report	<input type="checkbox"/>	Resignation
<input type="checkbox"/>	Department Report		

SUBJECT:

Meeting minutes of the Town of Dundee Commission and Board meetings.

Minutes for approval:

- Town Commission Budget Workshop Minutes 07/14/2022
- Town Commission Budget Workshop Minutes 07/19/2022
- Town Commission Meeting Minutes 07/26/2022
- Planning & Zoning Board Meeting Minutes 07/21/2022
- Town Commission Meeting Minutes 07/12/2022

ATTACHMENTS:

Town Commission Budget Workshop Minutes 07/14/2022
Town Commission Budget Workshop Minutes 07/19/2022
Town Commission Meeting Minutes 07/26/2022
Planning & Zoning Board Meeting Minutes 07/21/2022
Town Commission Meeting Minutes 07/12/2022



DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA

TOWN COMMISSION BUDGET WORKSHOP MINUTES REPORT FOR JULY 14, 2022

CALL TO ORDER:

Mayor Pennant called the meeting to order at 5:30 PM.

PUBLIC SPEAKING INSTRUCTIONS:

The instructions for comments from the public were given by Mayor Pennant.

ROLL CALL:

Town Commissioners Present:

Commissioner Goddard
Commissioner Quarles
Vice Mayor Richardson
Mayor Pennant

Absent:

Commissioner Glenn

Town Staff Members Present:

Town Manager, Tandra Davis
Town Clerk, Jenn Garcia
Interim Finance Director, Eneida Padilla
Assistant Town Attorney, Seth Claytor
Public Works Director, John Vice

WORKSHOP AGENDA

ITEM 01: DISCUSSION: FY 2021-2022 BUDGET

Mayor Pennant deferred to Town Manager, Tandra Davis.

STORMWATER DEPARTMENT

Town Manager Davis recommended decreasing the budget for the Stormwater Department to \$204,209. The recommended budget will include a new mower at a cost not to exceed \$12,542.

LIBRARY DEPARTMENT

Town Manager Davis recommended increasing that budget for the Library to \$170,728. The recommended budget will allocate \$5000 to purchase and replenish books.

Commissioner Goddard recommended to the Library Director, Ross Young, that we may want to consider increasing the amount allocated for the purchase and replenishment of books.

It was the consensus of the Town Commission that the allocation be increased (line items 571-540) to \$7,000 for the purchase and replenishment of books for the Library.

PARKS AND RECREATION DEPARTMENT

Town Manager Davis recommended increasing the budget for the Parks and Recreation Department FY 2022 – 2023 to \$755,518.

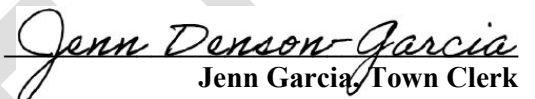
This increase will include the Splash Pad for which there was not a successful bidder this year in response to the RFP – RFP published on two separate occasions. The Splash Pad budget will total \$646,518 - \$246,518 funded from the general fund and \$400,000 from Park and Recreation impact fees- this amount is expected to increase due to market conditions.

The Lake Marie Park fence needs repair/replacement, and the Lake Marie Park restroom doors need to be repaired and/or replaced. Funding shall be allocated from the \$24,500 set forth by line(s) 572-642.

Mayor Pennant has requested that a mobile community stage for events be added to the parks and recreation department budget. We have allocated \$109,000 for this purchase. Mayor Pennant encouraged staff to look for used stages and ensure that the stage we purchase has lights.

Adjournment at 6:20pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

APPROVED BY TOWN COMMISSION:

DATE _____

AYES _____ NAYS _____



DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA

TOWN COMMISSION BUDGET WORKSHOP MINUTES REPORT FOR JULY 19, 2022

CALL TO ORDER: Vice-Mayor Richardson called the meeting to order at 5:33 PM.

PUBLIC SPEAKING INSTRUCTIONS: The instructions for comments from the public were given by Vice-Mayor Richardson.

ROLL CALL: Melissa Glogowski

Town Commissioners Present:

Commissioner Glenn
Commissioner Goddard
Commissioner Quarles
Vice Mayor Richardson

Absent:

Mayor Pennant

Town Staff Members Present:

Town Manager, Tandra Davis
Interim Finance Director, Eneida Padilla
Assistant Town Attorney, Seth Claytor
Public Works Director, John Vice
Administrative Executive Assistant, Melissa Glogowski

WORKSHOP AGENDA

ITEM 01: DISCUSSION: FY 2021-2022 BUDGET

Vice-Mayor Richardson deferred to Town Manager, Tandra Davis.

BUILDING DEPARTMENT

Town Manager Davis stated that Town Staff is recommending the Building Departments FY 2022 – 2023 budget will decrease to \$228,221.

The Development Services Building needs new ceiling tiles, a waterless hot water tank- which can be installed in-house, a new sink in the kitchen, and other exterior maintenance and improvements which includes, but is not limited to, new exterior paint. The FY 2022-2023 budget has allocated \$15,000 for the Development Services Building.

SPECIAL EVENTS

Town Manager Davis stated that Town Staff is recommending the Special Events Department FY 2022 -2023 budget to increase to \$71,506.

This increase includes a new Christmas tree for which \$10,000 has been allocated. Town Staff is also investigating additional options for Town Hall and the Community Center.

This budget includes an increase to the Back-2-School event.

The Commission requested that \$5000 be added in for Movies in the Park. Would like to purchase a blow screen that the movies can be displayed on at one of our lakes.

If Polk County does not bring back the Fall Festival this coming year, the Town plans on doing an event although on a smaller scale- \$3000 has been allocated for this event.

This budget includes a \$7,500 increase for the Staff Christmas Party.

This budget includes an increase to the Toy Drive funds of \$1000.

Jill Kitto, 150 Kitto Lane, Dundee, suggested that the Town considered hiring someone to handle special events, event rentals, and summer programming. They can also go to businesses for donations and support of the events. The Town formerly had a person who did this. Town Manager Davis stated that this is something that we can we can investigate doing in the next budget.

FINANCE DEPARTMENT

The Town Manager stated that Town Staff is recommending an increase to the Finance and Administration Department FY 2022 – 2023 budget to \$223,588.

This increase is because of moving Accounts Payable from the Water Department to the Finance Department and adding a full-time Customer Service employee and moving the Code Officer to full-time.

Professional Services, line 513-310, increased to \$25,000, this is for the CPA consultant. Although we do not anticipate using all the \$25,000 we wanted to err on the side of caution.

The bank fees line has increased to \$2500.

Insurance and liability insurance has increased in almost every area after the appraisal that was done last year. It has increased to \$9157 for the FY 2022 – 2023. The appraisal company found that a good portion of our property was undervalued.

Assistant Attorney Seth Claytor stated that industry wide there has been an increase in property/casualty insurance.

SANITATION DEPARTMENT

The Town Manager stated that Town Staff is recommending an increase to the Sanitation Department FY 2022 – 2023 budget to \$968,696.

The Town needs another sanitation truck, it needs to be determined if the Town will purchase a truck or lease a truck. If we purchase the truck, we will need to add employees that will service the trucks. Leasing a truck allows for a replacement truck if the truck is out of commission. We currently have the two leased trucks that we are responsible for routine service, any major issues will be included in our lease.

Staff is recommending leasing a 31-Yard Side Loader Sanitation Truck for \$194,412. The consensus of the Commission was to lease a 31-Yard Side Loader Sanitation Truck as recommended by Town Staff.

Commissioner Glenn stated that it should be a couple of years before Staff brings any further Sanitation needs before the Commission. He said any additional decisions should be made with data and it will be around 2 years

until we have any real data that speaks to the Sanitation needs of the Town.

Adjournment at 6:57pm.

Respectfully Submitted,

Jenn Denson Garcia
Jenn Garcia, Town Clerk

APPROVED BY TOWN COMMISSION:

DATE _____

AYES _____ NAYS _____

DRAFT

DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA



TOWN COMMISSION MINUTES REPORT FOR JULY 26, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 6:36 PM.

PLEDGE OF ALLEGIANCE Mayor Pennant

INVOCATION: Commissioner Goddard

RECOGNITION OF SERGEANT AT ARMS: Sergeant Anderson

PUBLIC SPEAKING INSTRUCTIONS: Mayor Pennant.

ROLL CALL: Jenn Garcia

Town Commissioners Present:

Commissioner Glenn
Commissioner Goddard
Commissioner Quarles
Vice Mayor Richardson
Mayor Pennant

Town Commissioners Absent:

NONE

Town Staff Members Present:

Tandra Davis, Town Manager
Seth Claytor, Assistant Town Attorney
Jenn Garcia, Town Clerk
John Vice, Public Works Director
Eneida Padilla Nieves, Interim Finance Director
Trevor Douthat, Utilities Supervisor
Tracy Mercer, Special Projects

DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for comments from the public.

Drexcel Robinson, 612 MLK, Jr. Street, Dundee, requested that the Buffalo Soldier Proclamation be moved to the August 09, 2022, meeting considering the recipient of the proclamation was not able to be in attendance of this meeting

Seeing no additional public come forth the floor was closed.

ITEM 01: APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 26, 2022

Town Manager Davis reported that the SEMCO Depot Renovation agreement was added to the consent agenda.

Minutes for approval:

- Town Commission Minutes May 24, 2022
- Town Commission Minutes June 14, 2022
- Planning & Zoning Minutes May 19, 2022
- Town Commission Fire Assessment Program Workshop Minutes May 19, 2022

Agreements for approval:

- SEMCO Depot Restoration Agreement

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

MOTION TO APPROVE the consent agenda for the meeting of July 26, 2022, with changes, made by Commissioner Glenn. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

APPROVAL OF AGENDA: AGENDA FOR JULY 26, 2022

Mayor Pennant asked Town Manager Davis if there were any additions or changes to the regular meeting agenda.

Town Manager Davis reported the following changes:

Item 02C, was removed until the August 09, 2022, Town Commission meeting.

Item 05, Discussion and Action Citrus Connection Agreement was updated and the 17x and 22x route maps were added.

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of July 26, 2022, made by Commissioner Quarles. Seconded by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 02: PROCLAMATIONS AND RECOGNITIONS

A. PARKS AND RECREATION MONTH PROCLAMATION

Mayor Pennant presented Dundee Public Works employee, Roy Glanton, with the Parks and Recreation Month Proclamation and presented him with a certificate for his many years of dedicated service to the Town of Dundee.

B. RECOGNITION OF DEPUTY ERIC LAWES

Commissioner Glenn presented Polk County Sheriff's Office Deputy Eric Lawes for his service to the Town of Dundee.

Pursuant to the request made during delegation:

Drexcel Robinson, 612 MLK, Jr. Street, Dundee, requested that the Buffalo Soldier Proclamation be moved to the August 09, 2022, meeting considering the recipient of the proclamation was not able to be in attendance of this meeting.

By consensus of the Town Commission, the requested action was approved.

ITEM 03: ORDINANCE 22-28, ALFORD ROAD REZONING, FIRST READING TO SET THE PUBLIC HEARING

Assistant Attorney Claytor read the legal title of Ordinance 22-28.

ORDINANCE NO. 22-28

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM POLK COUNTY AGRICULTURE/RURAL RESIDENTIAL (A/RR) TO MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-3) FOR APPROXIMATELY 48.29 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ALFORD ROAD WITH WEIBERG ROAD AND EDWARDS ROAD, FURTHER DESCRIBED AS PARCELS 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, AND 272823-000000-032020; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION TO APPROVE Ordinance 22-28 on the first reading to set a public hearing made by Commissioner Goddard. Second by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 04: RESOLUTION 22-26, PROPOSED MILLAGE RATE FY 2022 – 2023

Assistant Attorney Claytor read Resolution 22-26.

RESOLUTION NO: 22-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO THE 2022-2023 FISCAL YEAR MILLAGE LEVY; PROVIDING FOR A PROPOSED MILLAGE RATE PURSUANT TO §§200.065(2)(a) AND 200.065(2)(b), FLORIDA STATUTES; SETTING THE DATE, TIME, AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023; AUTHORIZING THE TRANSMITTAL OF CERTAIN REQUIRED INFORMATION TO THE POLK COUNTY PROPERTY APPRAISER; PROVIDING FOR AN EFFECTIVE DATE

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-16 for Fiscal Year 2022 – 2023 made by Commissioner Glenn. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 05: DISCUSSION & ACTION, CITRUS CONNECTION AGREEMENT

Town Manager Davis gave the analysis.

Assistant Attorney Claytor stated that there are two (2) agreements for consideration by the Town Commission, as follows: (1) the agreement includes routes 17x, 27x, and 30 for \$27,948.42; and (2) The agreement includes routes 17x and 30 for \$22,338.81. The route and price differences are the only difference in the two (2) agreements.

Vice Mayor Richardson stated that she was recommending reconsideration of removing 27x, as was decided at the 07/12/2022 Town Commission meeting. She stated that keeping 27x would potentially allow stops to be added that could include a Race Road stop, a MLK stop, and a Lincoln Avenue stop.

There was discussion amongst the Town Commission about the routes and the potential of adding stops to existing routes.

Town Manager Davis reminded the Commission that at the 07/12/2022 Commission meeting, the Citrus Connection representative, Erin Killabrew, stated that additional stops can be requested and presented to the Citrus Connection Board on and/or for existing routes, but Ms. Killabrew could not give a guarantee of them being added. The Town has not heard any confirmation of stops being added.

Assistant Attorney Claytor referenced a provision in the agreement, as follows:

“No later than six (6) months before the end of the initial term or the renewal term of this Agreement, the District and Dundee shall discuss at a duly noticed public meeting of the Town Commission of the Town of Dundee each party’s intentions to negotiate an Agreement for the continuation of the service.”

Therefore, if the stops are not negotiated to the satisfaction of the Town Commission, the Town has the option to renegotiate the terms of the agreement.

Mayor Pennant recommended making no changes to the agreement for the time being, keeping all the routes, and investigate the potential for additional stops.

Mayor Pennant opened the floor for comments from the public.

Drexcel Robinson, 612 MLK Street, Dundee, requested that the Commission consider keeping the routes and work to have additional stops added.

Commissioner Glenn recommended keeping all the routes and request the necessary data related to route usage to help determine what routes are or are not necessary.

Seeing no public come forth, the floor was closed.

There was a consensus of the Commission for Assistant Attorney Claytor to have additional discussions with Citrus Connection related to adding additional stops to the current bus routes in Dundee and adding a new bus route in Dundee as recommended by Town Manager Davis.

MOTION TO APPROVE the Citrus Connection agreement that includes routes 17x, 27x and 30 made by Commissioner Quarles. Second by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

REPORTS FROM OFFICERS

- **POLK COUNTY SHERIFFS OFFICE**

Sergeant Anderson reminded Dundee Residents to lock their vehicles at night, especially with the uptick in break ins.

- **FIRE DEPARTMENT**

Town Manager Davis reported for the Fire Department that there have been 24 rescues, 1 hazard condition, 1 false alarm, 1 special incident.

- **TOWN MANAGER**

- Back to School Bookbag Drive July 30th from 2pm – 5pm.
- Publix Back to School event donation was received.
- Sanitation Department recycle violation door hangers are being handed out for recycle violations.

- **COMMISSIONERS**

- **Commissioner Goddard**

Thanked everyone in attendance, PCSO, and Town Staff. Thanked Tracy Mercer for her utility reports.

- **Commissioner Glenn**

Thanked all in attendance, Town Staff, and the PCSO.

- **Commissioner Quarles**

Thanked all in attendance.

- **Vice Mayor Richardson**

Thanked all in attendance, Town Staff, and the PCSO.

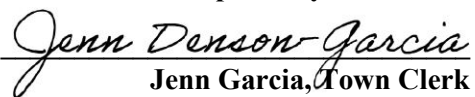
- **MAYOR**

Thanked all in attendance, looking forward to the Back 2 School event, and encouraged everyone to be prepared and cautious as we enter hurricane season.

ADJOURNMENT

Meeting adjourned at 7:36pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

APPROVAL DATE: _____

AYES: _____ NAYS: _____

DUNDEE PLANNING & ZONING BOARD

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA



PLANNING & ZONING BOARD MEETING MINUTES for JULY 21, 2022

CALL TO ORDER at 5:38pm by Chair Ron Hall

PLEDGE OF ALLEGIANCE: Chair Ron Hall

ROLL CALL: Melissa Glogowski

MEMBERS PRESENT:

Ron Hall

Suzetta Henson

Jill Kitto

MEMBERS ABSENT:

Ray Hunt

Sam Ahmed

Mrs. Glogowski stated that Ray Hunt notified Town Staff that he would be on shift and would not be able to attend the meeting, Town Staff did not receive notification from Sam Ahmed.

MOTION TO ACCET THE ABSENCE of Ray Hunt from the July 21, 2022 Planning and Zoning meeting made by Jill Kitto. Seconded by Ron Hall. Motion carried.

AYES: Hall, Henson, Kitto

NAYS: None

MOTION TO ACCEPT THE ABSENCE of Sam Ahmed at the July 21, 2022 meeting made by Jill Kitto. Seconded by Ron Hall. Motion carried.

AYES: Hall, Henson, Kitto

NAYS: None

Board Member Kitto requested that staff investigate the number of excused and unexcused absences of board member Sam Ahmed and what the Town Charter states regarding absences of Board Members.

STAFF PRESENT:

Marisa Barmby, CFRPC

Seth Claytor, Assistant Attorney

Melissa Glogowski, Executive Administrative Assistant

John Vice, Public Works Director

AGENDA

ITEM 01: APPROVAL OF MINUTES

Planning & Zoning Board Meeting Minutes 05/19/2022.

MOTION TO APPROVE the Planning & Zoning Board Meeting Minutes for 05/19/2022 made by Board Member Kitto. Seconded by Board Member Henson. Passed Unanimously.

AYES: Hall, Henson, Kitto

NAYS: None

ITEM 02: PUBLIC HEARING

A. ZONING MAP AMENDMENT- SLC IRA, LLC AND ABC IRA, LLC

Marisa Barmby of Central Florida Regional Planning Council gave the presentation.

A request by SLC IRA, LLC and ABC IRA, LLC to amend the Official Zoning Map for property located in the Town of Dundee from Polk County Agriculture/Rural Residential (A/RR) to Moderate Density Single Family Residential-3 (RSF-3) on 48.29 acres located at the northeast corner of the intersection of Alford Road with Weiberg Road and Edwards Road, further described as parcels 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020

Board Member Kitto requested an explanation of how the water is allocated to these developments and what the numbers given in presentations reflects.

Mrs. Barmby explained that the water availability numbers given in presentations is non-binding reflecting the number at the time of the presentation.

Assistant Attorney Claytor stated that the Town can request a credit for our water use permit from SWFWMD if existing agriculture wells are present and dedicated to the Town. The well capacity can then be used for the development of the property.

Heather Wertz, engineer of record with Absolute Engineering, 1000 North Ashley Drive, Suite 925, Tampa, stated that she presumes that there would be at least one well on the considered property since it is a citrus grove.

MOTION TO RECOMMEND APPROVAL of the request to amend the Zoning designation for property located in the Town of Dundee from Polk County Agriculture/Rural Residential (A/RR) to Moderate Density Single Family Residential-3 (RSF-3) on 48.29 acres located at the northeast corner of the intersection of Alford Road with Weiberg Road and Edwards Road made by Board Member Kitto. Seconded by Board Member Henson. Motion carried.

AYES: Hall, Henson, Kitto

NAYS: None

REPORTS FROM OFFICERS:

Planning Department:

Mrs. Barmby distributed maps of active project locations within the Town as of July 21, 2022.

Town Attorney

Thanked the Board for having him and he is looking forward to continuing to work with the board at the request of Town administration.

Board Members:

Board Member Henson

Board Member Henson inquired of the traffic impacts related to the development that was discussed that night and the impact of the traffic at the elementary school and if it still being considered to make Frederick a one-way street during student pick up and drop off.

Mrs. Barmby explained that the elementary school in Town is a charter school that students must apply to get into. Most students in that area would attend the school they are zoned for unless they apply to the charter school and are accepted. She further stated that she is not aware of any discussions related to Frederick as a one-way street during student pick up and drop off. This would be something to be investigated during the traffic study that is being conducted.

Board Member Henson inquired of the maintenance of property along US 27. Many property owners are not maintaining their property well, can the Town maintain the property and then charge the property owners.

Assistant Attorney Claytor stated that this would be a part of the abatement process through Code Enforcement and Special Magistrate.

Board Member Kitto

Board Member Kitto requested an update on the status of the trucking company at US 27 as promised at the last meeting.

Assistant Attorney Claytor stated that there have been meetings with the property owner's engineer. Considering this is an open code case, we must be cautious of too much discussion. There are discussions of options available to the property owners. The Town is following the proper legal process as related to this case.

Board Member Kitto expressed many concerns over this ongoing case.

Board Member Kitto inquired of if there is property within the Town that could be an industrial park, she noticed property on Welsh Road near the water tower. And are there property owners coming in to build Town Houses or apartments?

Mrs. Barmby stated that she believes the Welsh property is owned by the State. She replied that there is a Town House development in process right now.

Board Member Kitto inquired of the impact fees for recreation increasing.

Assistant Attorney Claytor responded that she is correct, that the recreation impact fees increased from \$200 to around \$1200 because of the Impact and Connection Fee study that was implemented changes effective May 2022.

Chairman Hall

Chair Hall inquired of the use of road impact fees and if the board can request that the Town Commission begin spending these fees.

Assistant Attorney Claytor responded that the Town Commission has recently approved a \$183,000 task order for a traffic consultant to do a comprehensive traffic study/analysis on the internal road networks within the Town's corporate limits to identify where impact fees are necessary as related to the roads. These are restricted funds that can only be used for transportation related growth. Traffic impact fees cannot be used for maintenance.

Concern with the number of RSF-3 developments coming into Town and is campaigning to have a variety of types of development around the Town.

Assistant Town Attorney responded that in certain cases we can discuss other options for development but if they would like to come in under straight zoning if they meet the requirements and criteria the Town cannot do anything about it. We can encourage developments to consider other options but cannot force them if they meet the requirements.

Thanked Assistant Attorney Claytor for his presence at the meeting.

ADJOURNMENT

Meeting adjourned at 6:56pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL
202 MAIN STREET, DUNDEE, FLORIDA



TOWN COMMISSION MINUTES REPORT FOR JULY 12, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 6:30 PM.

PLEDGE OF ALLEGIANCE Mayor Pennant

INVOCATION: Vice Mayor Richardson

RECOGNITION OF SERGEANT AT ARMS: Detective Sarah Weston

PUBLIC SPEAKING INSTRUCTIONS: Mayor Pennant.

ROLL CALL: Jenn Garcia

Town Commissioners Present:

Commissioner Glenn
Commissioner Goddard
Commissioner Quarles
Vice Mayor Richardson
Mayor Pennant

Town Commissioners Absent:

NONE

Town Staff Members Present:

Tandra Davis, Town Manager
Seth Claytor, Assistant Town Attorney
Jenn Garcia, Town Clerk
John Vice, Public Works Director
Eneida Padilla Nieves, Interim Finance Director
Trevor Douthat, Utilities Supervisor
Melissa Glogowski, Executive Administrative Assistant
Tracy Mercer, Special Projects
Marisa Barmby, Planning Consultant, CFRPC
Alan Rayl, Engineering Consultant, Rayl Engineering

DELEGATION QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for comments from the public.

Suzetta Henson, 309 8th Street North, Dundee inquired as to the type of mosquito control the Town has in place and if the Town has a proposed solution to the elementary school drop off and pick up traffic issue(s) and the repairs needed on Frederick Road.

Town Manager Davis responded that currently Polk County is conducting the Town's mosquito control by air lift once a month. Town Manager Davis stated that she will discuss with Public Works Director, John Vice, if there is anything further the Town, in conjunction with the County's efforts, is able to do in order to address the mosquito problem. The Town is currently having discussions with the Sheriff's office on solutions for the elementary school traffic concerns.

Dee Hall, 801 Lake Marie Drive, Dundee, congratulated the Town Staff on the success of the 4th of July event at Lake Marie. She stated that the event was very well put together and attended. She also requested that Town Staff investigate the green algae on Lake Dell.

Brenda Marsham of the Dundee Stallions football program informed the Town Commission on what the program offers to the children and families in the Town. The program has been active in Dundee for 3 years. In addition to offering field and flag football programs for grades K – 12, they also help the students with their academics and have bus pick up. They are looking for support of the Town Commission and the community.

Jim Long, 350 Echo Pines Way, Lakeland, of the Winter Haven Nursery Tree Farm, stated that he is looking into affordable housing in Dundee, but the infrastructure is too far away. He is wondering if the Town might be able to hook into the proposed Valencia Ridge Subdivision development.

Assistant Attorney Claytor stated that the item(s) being presented to the Town Commission for consideration this evening for the Valencia Ridge Subdivision development are not relevant when considering the issue(s) and questions presented by Mr. Long. Assistant Attorney Claytor stated that Affordable Housing issue(s) would need to be researched in order to determine what, if any, options are available.

David Joubert, 1200 Legatto Loop, Dundee commented on the stop sign located at 8th Street and Lake Marie. Mr. Joubert stated the installed sign does not align correctly and is a potential hazard.

Assistant Attorney Claytor responded that the signs were installed on a Town road due to an imminent safety concern and need.

Seeing no further public come forth the floor was closed.

APPROVAL OF AGENDA: AGENDA FOR JULY 12, 2022

Mayor Pennant asked Town Manager Davis if there were any additions or changes to the regular meeting agenda.

Town Manager Davis reported the following changes:

- Item 01, Ordinance 22-17 was updated.

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of July 12, 2022, made by Commissioner Glenn. Seconded by Commissioner Goddard. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 01: ORDINANCE 22-17, PUBLIC HEARING, VALENCIA RIDGE PUD

Assistant Attorney Claytor read the legal title of Ordinance 22-17.

ORDINANCE NO. 22-17

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM MODERATE-DENSITY SINGLE-FAMILY RESIDENTIAL (RSF-2) TO PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R) ON APPROXIMATELY 161.1 ACRES OF LAND, LOCATED EAST OF STATE ROAD 17 (SCENIC HIGHWAY), SOUTH OF LAKE MABEL LOOP ROAD, AND NORTH OF ALMBURG ROAD FURTHER DESCRIBED AS PARCELS: 272835-000000-034020, 272835-000000-032040, 272835-000000-043030, 272835-000000-043010, 272835-000000-031020, 272835-000000-032010, 272835-000000-032020, 272835-000000-014020, 272835-000000-041010, 272835-000000-013000, AND 272835-000000-014010; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

Marisa Barmby of Central Florida Regional Planning Council gave the analysis.

Dave Holden, engineer for the project from Quigg Engineering made himself available for questions on the project and requested a favorable vote from the Town Commission.

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

MOTION TO APPROVE Ordinance 22-17, made by Commissioner Goddard. Seconded by Commissioner Glenn. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 02: RESOLUTION 22-25, STORMWATER MANAGEMENT FEES

Assistant Attorney Claytor read the legal title of Resolution 22-25.

RESOLUTION NO. 22-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE REIMPOSITION OF STORMWATER MANAGEMENT FEES WITHIN THE TOWN OF DUNDEE, FLORIDA; PROVIDING FINDINGS; PROVIDING AUTHORITY; PROVIDING FOR PURPOSE AND EFFECT; PROVIDING FINDINGS OF BENEFIT AND FAIRNESS; PROVIDING FOR IMPOSITION AND COMPUTATION OF FEE; DIRECTING PREPARATION OF A PRELIMINARY ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE OF SUCH HEARING AND OF THE PROPOSED FEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

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

MOTION TO APPROVE Resolution 22-25 made by Commissioner Glenn. Second by Commissioner Quarles. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

ITEM 03: RFP 22-01 PUBLIC WORKS BUILDING EXTENSION CHANGE REQUEST

Town Manager Davis read the analysis.

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

MOTION TO APPROVE the change request for RFP 22-01 made by Commissioner Glenn. Second by Vice Mayor Richardson. Passed Unanimously.

AYES: Glenn, Goddard, Quarles, Richardson, Pennant

NAYES: None

REPORTS FROM OFFICERS

- **POLK COUNTY SHERIFFS OFFICE**

- Detective Weston introduced herself to the Town Commission.
- Crime is down 33% to date. In June there was 1 crime, 87 traffic citations, 107 stops, and 213 service calls.

- **FIRE DEPARTMENT**

- The Engine is back from repair. For the month of June there was 1 fire call, 28 medical calls, 2 concerns, and 3 false alarms.

- **TOWN MANAGER**

- The 4th of July event was a great success.
- There is a Budget Workshop this Thursday, July 14th at 5:30pm.
- The Back-to-School Backpack Event will by July 30th from 2pm – 5pm.
- The Henderson Park new equipment has been installed, after the rest of the mulch is spread the park will be ready to be opened.
- The Marcos Pizza Grand Opening will be Wednesday, July 13th at 10:00am.

- **COMMISSIONERS**

- **Commissioner Goddard**

- Thanked all in attendance.
- Thanked Town Staff for a successful 4th of July event.
- Welcomed Detective Weston to Dundee.
- Excited for Marco's Pizza coming to Town.

- **Commissioner Glenn**

- Thanked all in attendance.
- Thanked Town Staff for a successful 4th of July event.
- Thanked the PCSO and the Fire Department....

- **Commissioner Quarles**

- Thanked all in attendance.
- Thankful for Marco's Pizza coming to Dundee.
- Welcomed Detective Weston to Dundee.

- **Vice Mayor Richardson**

- Thanked all in attendance.
- Welcomed Detective Weston to Dundee.
- Commented on the success of the 4th of July event.
- Stated that Henderson Park is looking very nice.
- The next Ridge Academy Session will be on July 20th.
- Notified everyone that Empower magazine will be writing a feature article on her.
- Thanked Town Staff and the Commission for all they do.


- **MAYOR**

- Thanked all in attendance.
- Welcomed Detective Weston to Dundee.

ADJOURNMENT

Meeting adjourned at 7:50pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

APPROVAL DATE: _____

AYES: _____ NAYS: _____



DUNDEE TOWN COMMISSION

LOCATION: DUNDEE TOWN HALL

202 MAIN STREET, DUNDEE, FLORIDA

TOWN COMMISSION BUDGET WORKSHOP

MINUTES REPORT

FOR JULY 26, 2022

CALL TO ORDER: Mayor Pennant called the meeting to order at 5:30 PM.

PUBLIC SPEAKING INSTRUCTIONS: The instructions for comments from the public were given by Mayor Pennant.

ROLL CALL: Melissa Glogowski

Town Commissioners Present:

Commissioner Glenn
Commissioner Goddard
Commissioner Quarles
Vice Mayor Richardson
Mayor Pennant

Absent:

None.

Town Staff Members Present:

Town Manager, Tandra Davis
Town Clerk, Jenn Garcia
Interim Finance Director, Eneida Padilla
Assistant Town Attorney, Seth Claytor
Public Works Director, John Vice
Special Projects, Tracy Mercer
Administrative Executive Assistant, Melissa Glogowski

ITEM 01: DISCUSSION: FY 2022-2023 BUDGET

Mayor Pennant deferred to Town Manager, Tandra Davis.

FIRE DEPARTMENT

Town Manager proposed the need for a fire engine and necessary repairs to engine 661 which has incurred many issues over the last several months. The Town was recently informed that the unit will need a complete reframing.

Fire Chief Carbone explained that the truck has had a lot of work done in the last four months which confirmed that it needs a complete reframing within the next twelve months which will cost approximately \$50,000. He further explained we will either need to invest in the reframing of the current truck or purchase a new truck. The current cost of a new truck is \$650,000 and that price increases every year, and it has a two-year build time. The capital improvement portion of the fire assessment program is earmarked for a new firetruck.

Mayor Pennant stated that a new truck is not an option at this time and requested that Town Staff investigate the cost of a reliant used truck. He stated purchasing a truck this early in the Town's fire assessment program is premature. Mayor Pennant and Commissioner Glenn suggested looking into a rescue truck to limit the amount of times the large fire truck is used for emergency response.

Chief Carbone explained that the Town of Dundee Fire Department does not currently have enough staffing for a fire truck and rescue truck.

The Commission requested examples of used trucks that will meet the needs and requirements of the department to be presented at a future meeting. The budgeted amount will remain at \$60,000 and options will continue to be investigated on the best options regarding the type of truck that will benefit the department and the budget.

WATER DEPARTMENT

Town manager Davis introduced Tracy Mercer who is filling the role of Interim Utilities Director at this time.

American Rescue Plan Act (ARPA) funds in the amount of \$2,000,000 must be spent this year and these funds are dedicated in the FY 2022 – 2023 budget to infrastructure at the water plants.

Ms. Davis proposed the following for the FY 2022 – 2023 budget:

- Water Use Permit renewal is budgeted at \$10,000.
- Necessary repairs and improvements for water capacity needs to the Hickory and Riner Water Plants budgeted at \$422,000.
- Repairs and maintenance for two-inch water lines that must be put in the ground budgeted at \$145,000.
- Salaries and wages have increased considering the Town has hired an additional needed certified water and certified wastewater operator.

Interim Utility Director Tracy Mercer explained the water projects that the budgeted FY 2022 – 2023 funds will be used for.

- Improvements to the Riner Water Plant structure.
- There are necessary improvements needed at the Hickory Water Plant in preparation for the Polk Regional Water Cooperative (PRWC) connections which will require an additional ground storage tank.
- The Riner Water Plant is requiring improvements and repairs in many areas to include the wiring.

WASTEWATER/SEWER DEPARTMENT

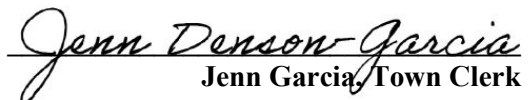
Town Manager Davis stated that the proposed budget for the Wastewater Department for the FY 2022 – 2023 is \$500,000.

This proposed budget will include the following:

- Repairs, improvements, and an expansion to the wastewater plant budgeted at \$500,000.
- Replacement of the lift station generator at Lake Mabel Loop Road budgeted at \$210,000.
- The master plan that includes this department is estimated at \$100,000.
- Chemicals for the wastewater plant has increased at the recommendation of the Interim Utilities Director to \$7000.
- Asset Management Software that is now required by Senate Bill 53 is budgeted at \$10,000.

Adjournment at 6:28pm.

Respectfully Submitted,


Jenn Garcia, Town Clerk

APPROVED BY TOWN COMMISSION:

DATE _____

AYES _____ NAYS _____



COMMISSION CONSENT AGENDA ITEM

Meeting Date: 10/11/2022

Agenda Item No.: 1B

Type of Item:	<input type="checkbox"/> Meeting Minutes	<input type="checkbox"/> Proclamation
	<input checked="" type="checkbox"/> Committee Appointment	<input type="checkbox"/> Letter of Commendation
	<input type="checkbox"/> Committee Report	<input type="checkbox"/> Contract
	<input type="checkbox"/> Department Report	<input type="checkbox"/> Resignation

SUBJECT:

The following board or committee re-appointments are recommended:

- Sheila Aguilar, Tree Board Reappointment for a 3-year term, ending November 2025

ATTACHMENTS:

None

COMMISSION CONSENT AGENDA ITEM

Meeting Date: 10/11/2022

Agenda Item No.: 1C

Type of Item:	<input type="checkbox"/>	Meeting Minutes		
	<input type="checkbox"/>	Committee Appointment	<input type="checkbox"/>	Letter of Commendation
	<input type="checkbox"/>	Committee Report	<input checked="" type="checkbox"/>	Contract
	<input type="checkbox"/>	Department Report	<input type="checkbox"/>	Resignation

SUBJECT:

The following agreements are ministerial in nature. There are no substantive changes to Town code or policy.

Contracts/Agreements for approval:

- RDK Assets, Inc 31-yard Freightliner ASL Truck
- Applied Aquatic Lake Ruth 2022 Agreement
- Applied Aquatic Lake Marie 2022 Agreement
- Applied Aquatic Lake Menzie 2022 Agreement

ATTACHMENTS:

RDK Assets, Inc 31-yard Freightliner ASL Truck
Applied Aquatic Lake Ruth 2022 Agreement
Applied Aquatic Lake Marie 2022 Agreement
Applied Aquatic Lake Menzie 2022 Agreement

Stock # 107952

Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Customer # 13538
Customer Name Town of Dundee
P.O. Box 1000
Dundee, FL 33838

Shipping Address

Town of Dundee

Phone # 863-438-8330 P.O. #/Job # _____ Ordered By Tandra Davis
Project _____ Job Location _____ Salesman Gaspar Lasanta
Delivered By: ☒ RKTR ☐ Lessee ☐ Other _____ Date/Time Shipped _____
Returned By: ☒ RKTR ☐ Lessee ☐ Other _____ Date/Time Shipped _____

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1FVHCYD28NHNT5756	TBD	2022 Freightliner ASL	13 Months	\$ 6,550.00	\$ 85,150.00

Note: Lease Agreement is valid for a period of one (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 10/6/2022 Mileage Out 2731 Hours Out 129 Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Tax Rate 0

Lease Amount \$ 85,150.00

Sales Tax \$ 0.00

Transportation \$ 0.00

Total \$ 85,150.00

Replacement Value of Vehicle: 292,900.00

Total Due \$ 85,150.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer Preferred Government Insurance Trust Policy No. PK2FL105320042112 Exp. Date 10/1/2022
Minimum Property Damage Coverage \$ 1,000,000.00 Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 10/5/2022
Lessee Name/Title (Print) _____ Reviewed By: _____
Company Name _____

RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS

1. LESSORS GENERAL RESPONSIBILITY - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee leasing the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

2. SUBROGATION - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.



Renewal



FILE COPY

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 1, 2022

Name City of Dundee
Address PO Box 1000
City Dundee, FL 33838
Phone 863-287-9069

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and City of Dundee hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Lake Ruth
Dundee, FL 33838

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

1. Submersed vegetation control	NA
2. Emersed vegetation control	Included
3. Floating vegetation control	Included
4. Filamentous algae control	NA
5. Shoreline grass & brush control	Included

Service shall consist of an initial control (start-up) followed by quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2022 thru 09/30/2023.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$585.00	Due quarterly as billed x 4.
Total Annual Cost	\$2,340.00	

****All callbacks 21 days after service will be charged extra based on time and material.**

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/1/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.



Renewal

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882



FILE COPY

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: **September 1, 2022**

Name **City of Dundee**
Address **PO Box 1000**
City **Dundee, FL 33838**
Phone **863-287-9069**

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and **City of Dundee** hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of **12 months** in accordance with the terms and conditions of this Agreement in the following sites:

Lake Marie
Dundee, FL 33838

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

1. Submersed vegetation control	NA
2. Emersed vegetation control	Included
3. Floating vegetation control	Included
4. Filamentous algae control	NA
5. Shoreline grass & brush control	Included

Service shall consist of an initial control (start-up) followed by quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: **10/01/2022 thru 09/30/2023**
Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$685.00	Due quarterly as billed x 4.
Total Annual Cost	\$2,740.00	

****All callbacks 21 days after service will be charged extra based on time and material.**

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within **NA** days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: **Telly R. Smith**

Date: **9/1/2022**

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.



Renewal



FILE COPY

P.O. Box 1469
Eagle Lake, FL 33839
1-800-408-8882

AQUATIC PLANT MANAGEMENT AGREEMENT

Submitted to:

Date: September 1, 2022

Name City of Dundee
Address PO Box 1000
City Dundee, FL 33838
Phone 863-287-9069

This Agreement is between Applied Aquatic Management, Inc. hereafter called "AAM" and City of Dundee hereafter called "Customer".

The parties hereto agree as follows

- A. AAM agrees to provide aquatic management services for a period of 12 months in accordance with the terms and conditions of this Agreement in the following sites:

Lake Menzie
Dundee, FL 33838

- B. The AAM management program will include the control of the following categories of vegetation for the specified sum:

- | | |
|------------------------------------|----------|
| 1. Submersed vegetation control | NA |
| 2. Emerged vegetation control | Included |
| 3. Floating vegetation control | Included |
| 4. Filamentous algae control | NA |
| 5. Shoreline grass & brush control | Included |

Service shall consist of an initial control (start-up) followed by quarterly inspections and/or treatments as needed to maintain control of noxious growth throughout the term of our service.

- C. Customer agrees to pay AAM the following amounts during the term of this Agreement:

The terms of this agreement shall be: 10/01/2022 thru 09/30/2023.

Agreement will automatically renew as per Term & Condition 14.

Start-up Charge	NA	Due at the start of work
Maintenance Fee	\$485.00	Due quarterly as billed x 4.
Total Annual Cost	\$1,940.00	

****All callbacks 21 days after service will be charged extra based on time and material.**

Invoices are due and payable within 30 days. Overdue accounts may accrue a service charge of 1 1/2% per month

- D. AAM agrees to commence treatment within NA days, weather permitting, from the date of execution or receipt of the proper permits.
- E. Customer acknowledges that he has read and is familiar with the additional terms and conditions printed on the reverse side which are incorporated in this agreement.

Submitted: Telly R. Smith

Date: 9/1/2022

Accepted

Date:

AAM

Customer

Terms and Conditions

1. The AAM Aquatic Plant Management Program will be conducted in a manner consistent with good water management practice using only chemicals which have a wide margin of safety for fish, waterfowl and human life and in conformance with applicable State and Federal Laws, regulations and rules. AAM agrees to indemnify Customer for any violation of such laws, rules or regulations.
2. Federal & State regulations require that various time-use restrictions be observed during & following treatment. AAM agrees to notify Customer of such restrictions verbally &/or by posting the restrictions at several readily visible locations on the perimeter of each body of water at the time of treatment. It shall be the Customer's responsibility to observe the restrictions throughout the required period. Customer understands & agrees that notwithstanding any other provisions of this Agreement, AAM does not assume any liability by any party to be notified, or to observe, the regulations.
3. The AAM Aquatic Plant Management Program is devised so that water areas are brought into a maintenance configuration as rapidly after their start, consistent with responsible management practices. Some forms of vegetation (particularly grasses & cattail) have visible residues after chemical treatment. Customer is responsible for removing such residues.
4. In addition to the amounts noted on the face of this Agreement, Customer shall also pay fees, taxes (including sales taxes) or charges that might be imposed by any government body with respect to the services offered herein.
5. This Agreement shall have as its effective date the first day of the month in which services are first rendered to Customer and shall terminate upon the last day of a month.
6. AAM is licensed & insured. Certificates of Insurance will be provided upon Customers request.
7. If at any time during the term of this Agreement, Customer does not feel AAM is performing in a satisfactory manner Customer shall promptly notify AAM who shall investigate the cause of Customer's lack of satisfaction & attempt to cure same. If nonsatisfactory performance continues, this Agreement may be voided by either party giving thirty days notice & payment of all monies owing to the effective date of termination, which shall be the last day of the month.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders & regulations, curtailment or failure to obtain sufficient material, or other forces (whether or not of the same class or kind as those set forth above) beyond its reasonable control & which, by the exercise of due diligence, it is unable to overcome.
9. AAM agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of AAM however, AAM shall in no event be liable to Customer or others, for indirect, special or consequential damages resulting from any cause whatsoever.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
11. In the event a legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party is entitled to recover legal costs & reasonable attorney fees.
12. This Agreement constitutes the entire Agreement of the parties hereto & no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing & accepted by an authorized representative of AAM & Customer.
13. This Agreement may not be assigned by Customer without the prior written consent of AAM.
14. This Agreement shall automatically renew for term equal to its original term, unless a "Notice of Cancellation" has been received. The contract amount shall be adjusted at a rate of 3% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 05: RECOGNITION, ARCHIE SAPP- GOOD CITIZENSHIP AWARD

SUBJECT:

The Town Commission recognizes Mr. Archie Sapp, a Dundee resident who has served as a good citizen to the Town and the Residents of Dundee.

ANALYSIS:

The Good Citizenship Award recognizes people who go above and beyond for their community. Frequently people volunteer in various ways to make The Town of Dundee a better place to live, work, and play while receiving no acknowledgment for their work. The town recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

Tonight, Dundee recognizes Mr. Archie Sapp. Mr. Sapp has always been available to communicate, provide options, and even help staff understand areas of sanitation which he holds a great level of knowledge. He continues to be available to assist John Vice, the sanitation workers, and the governing body while transitioning from contracted services to an inhouse Sanitation Department. Dundee is pleased to recognize Mr. Sapp for his Outstanding Dedication and Loyalty to the town of which he calls home.

Thank you for being a Good Citizen, Mr. Sapp.

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 03: PROCLAMATION

SUBJECT:

The Town Commission will consider the proclamations for dates of observance that occur between this meeting and the next Town Commission meeting.

STAFF ANALYSIS:

The Town will celebrate the following nationally recognized occasions in the coming weeks:

HISPANIC HERITAGE MONTH, SEPTEMBER 15, 2022 – OCTOBER 15, 2022

Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, influence, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.

The observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15. It was enacted into law on August 17, 1988.

This proclamation will be received by Eneida Padilla.

ATTACHMENTS:

Hispanic Heritage Month Proclamation

Town of Dundee



Proclamation

WHEREAS, during National Hispanic Heritage Month, the Town of Dundee recognizes that Hispanic heritage is American heritage, and we see that influence in almost every aspect of our lives; and

WHEREAS, each year, Americans observe National Hispanic Heritage Month by celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Mexico, Spain, the Caribbean and Central and South America; and

WHEREAS, the observation started in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 through the legislative encouragement of Congressman Esteban Torres of California, to cover the period at which it is celebrated today (September 15th – October 15th); and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and

WHEREAS, in the words of famed Mexican designer, Marisol Peralta, “Your individuality is important, but so is belonging. Recognize the parts of your culture that have shaped your past, and the parts you want to carry with you into the future.”; and

NOW, THEREFORE, be it proclaimed by the Town of Dundee, that on this day, we recognize September 15, 2022 thru October 15, 2022 as

“Hispanic Heritage Month”

in recognition of the indelible footprints of Hispanic Culture in our daily lives.

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 11th day of October 2022.

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Jenn Garcia, Town Clerk

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 04: RESOLUTION 22-43, ALFORD RIDGE PARKS AND RECREATION REQUEST

SUBJECT:

The Town Commission will consider Resolution 22-43, Alford Ridge Subdivision Parks and Recreation Request.

STAFF ANALYSIS:

Absolute Engineering, Inc is completing the subdivision approval process for an approximately 48.29 +/- acres proposed subdivision currently known as Alford Ridge located on the east side of Alford Road, north of Edwards Road, south of Lake Hatchineha Road, west of HL Smith Road.

The subdivision would include 178 single family home lots. The required 0.0116-acres per lot results in a 2.06-acre park dedication requirement. The subdivision includes 2.12 acres of park and recreation lands, which results in an excess of 0.06 acres. The subdivision is part of a Community Development District (CDD), which the general public will be able to use the parks and recreation amenities in the proposed subdivision since it is part of a CDD.

The applicant requests the Town Commission to approve the request for a credit for 2.12 acres of privately owned recreation space that would be available for public use consistent with Florida law.

STAFF RECOMMENDATION:

Approval of Resolution 22-43 for the Alford Ridge Parks and Recreation request.

ATTACHMENTS:

Planning Department Staff Analysis
Resolution 22-43



**TOWN OF DUNDEE
REQUEST FOR PARKS AND RECREATION FOR SUBDIVISION**

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Town Planner

AGENDA DATE: October 11, 2022

REQUESTED ACTION: **RESOLUTION 22-43: CONSIDER REQUEST FOR PARKS AND RECREATION FOR PROPOSED ALFORD RIDGE SUBDIVISION**

BACKGROUND:

Section 6.03.01(A) of the Town of Dundee Land Development Code (LDC) requires an equitable dedication of land for public park uses, credit for privately owned recreation spaces, or fee(s) in lieu thereof to ensure compliance with all concurrency management provisions of the article, the Town Code, and the Town of Dundee Comprehensive Plan.

The standards and requirements set forth by Section 6.03.01(A) of the LDC are intended to implement the policies set forth by the recreation and open space element of the Town of Dundee Comprehensive Plan. To meet the Town's level of service standard (LOS) requirement of four and one-half acres of land for parks and recreation for each 1,000 persons residing in the Town, the LOS equals 0.0116 acres per dwelling unit.

Pursuant to Section 6.03.01(A)1d of the LDC, if it is demonstrated at the conceptual plan submission stage by the developer to the satisfaction of the Town Commission that no park or recreation facility can be located in whole or in part within the proposed development to serve the immediate and future needs of the residents of the development, then the Town Commission shall determine whether to pursue a land dedication or require the payment of a fee in lieu thereof, after consideration of the following:

1. Topography, vegetation, hydrology, access and location of land in the development available for dedication;
2. Whether there is a site of at least five acres or larger with a shape and natural features adaptive to passive or active recreation.

3. The availability of potential alternate park land in a location substantially benefiting the development or the location of park land owned by the town that substantially benefits the development; and
4. Consistency with the comprehensive plan and the park and recreation plan.

The Town Commission shall review the concept plan for the proposed project and determine if the applicant's request to address the required parkland dedication meets the requirements of the Town's Code.

APPLICANT'S REQUEST:

Absolute Engineering, INC, on behalf of SLC IRA, LLC, and ABC IRA, LLC, are completing the subdivision approval process for an approximately 48.29 +/- acres proposed subdivision currently known as Alford Ridge located on the east side of Alford Road, north of Edwards Road, south of Lake Hatchineha Road, west of HL Smith Road, Town of Dundee. The subdivision, as shown on the attached proposed plan, would include 178 single family home lots. The required 0.0116-acres per lot results in a 2.06-acre park dedication requirement. The subdivision includes 2.12 acres of park and recreation lands, which results in an excess of 0.06 acres. The subdivision is part of a Community Development District (CDD). Per Florida law, residents and the general public will be able to use the parks and recreation lands in the proposed subdivision since it is part of a CDD.

The applicant requests the Town Commission to approve the following requests:

1. Credit for 2.12 acres of privately owned recreation space that would be available for public use consistent with Florida law.

REQUIREMENTS OF THE LAND DEVELOPMENT CODE:

The requirements from the Land Development Code related to parkland consideration fee, fee paid in lieu of dedication, and credit for private recreation space are outlined below.

Parkland Consideration – Section 6.03.01(A)(1)(d):

If it is demonstrated at the conceptual plan submission stage by the developer to the satisfaction of the Town Commission that no park or recreation facility can be located in whole or in part within the proposed development to serve the immediate and future needs of the residents of the development, then the Town Commission shall determine whether to pursue a land dedication or require the payment of a fee in lieu thereof, after consideration of the following:

1. Topography, vegetation, hydrology, access and location of land in the development available for dedication;

2. Whether there is a site of at least five acres or larger with a shape and natural features adaptive to passive or active recreation.
3. The availability of potential alternate park land in a location substantially benefiting the development or the location of park land owned by the town that substantially benefits the development; and
4. Consistency with the comprehensive plan and the park and recreation plan.

Fee Paid in Lieu of Land Dedication – Section 6.03.01(A)(1)(e) and (f):

Where a fee is required to be paid in lieu of land dedication, the value of the property shall be determined by a current appraisal acceptable to the town and paid for by the developer at the time of conceptual plan approval.

The money collected shall be paid to the Town of Dundee and placed in a reserve account within a special fund. The monies and accrued interest from fees paid for any given development shall be used, in the sole discretion of the Town Commission, for acquisition of parkland or for construction of capital improvements in existing parks, excluding maintenance or repair to existing facilities, in a manner that substantially benefits the development from which the money was received. If the Town Commission elects to utilize monies and accrued interest for construction of capital improvements in existing parks, such capital improvements must be necessitated by the growth in population attributable to the development.

Credit for Private Recreation Space – Section 6.03.01(A)(1)(g):

The Town Commission may grant full or partial credit for private recreation space and/or facilities pursuant to the standards established herein. Such credit shall be applied against the total dedication requirements for parks and recreation pursuant to this Code. These guidelines and standards are established in order to ensure that private recreation space and facilities provide an appropriate range of recreation opportunities for residents of proposed developments:

1. The yards, setbacks, storm water retention areas, power easements, and other open areas required by the land development code, building codes, agency regulations or public or private agreement or contract shall not be included in the computation of private recreation space.
2. The private ownership and maintenance is adequately provided by recorded written agreement, conveyance, or restrictions.
3. The use of the private recreation space and facilities is restricted for park and recreation purposes for the benefit of the residents of the subdivision or development by recorded covenant that runs with the land in favor of the future

owner's property and that cannot be defeated or eliminated without the consent of the Town Commission.

4. The proposed private recreation space is reasonably adaptable for use for park and recreation purposes, taking into consideration such factors as size, shape, topography, vegetation, hydrology, access, and location.
5. Environmental preserves that have boardwalks, nature trails, water access, or other usable recreational features, may count for up to ten percent of the required dedication.

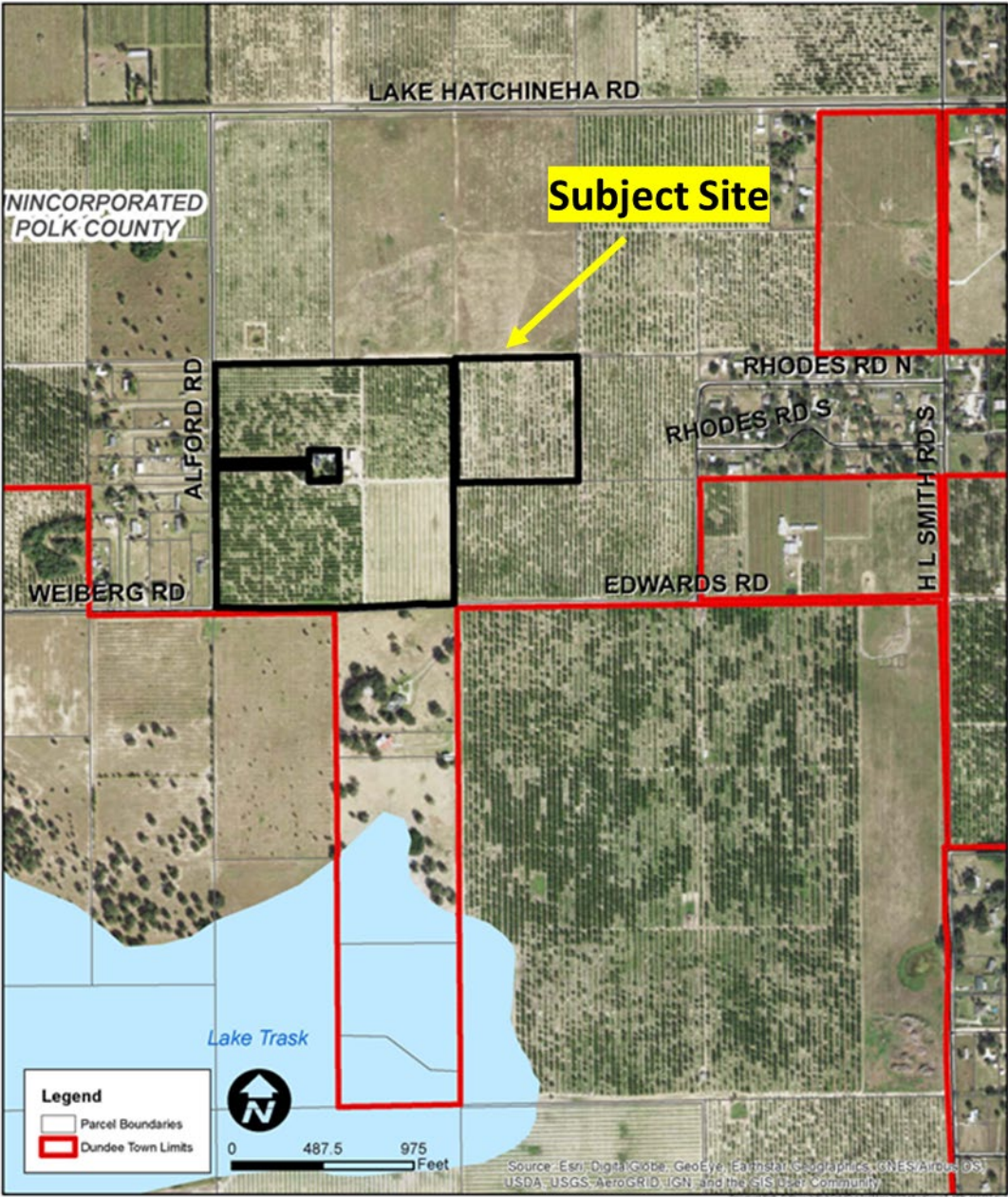
Attachments: Location Map

Applicant's Park Request letter dated August 9, 2022

Proposed Subdivision Concept Plan

Resolution 22-43

**TOWN OF DUNDEE
AERIAL MAP
ALFORD PROPERTY**



APPLICANT'S PARKS REQUEST LETTER DATED AUGUST 9, 2022

THIS IS A REQUEST FOR PRIVATE RECREATION SPACE CREDIT

ALFORD RIDGE, EDWARDS ROAD, TOWN OF DUNDEE

6.03.02 (A) (1) (g):

Credit for private recreation space. The town commission may grant full or partial credit for private recreation space and/or facilities pursuant to the standards established herein. Such credit shall be applied against the total dedication requirements for parks and recreation pursuant to this Code. These guidelines and standards are established in order to ensure that private recreation space and facilities provide an appropriate range of recreation opportunities for residents of proposed developments:

1. The yards, setbacks, storm water retention areas, power easements, and other open areas required by the land development code, building codes, agency regulations or public or private agreement or contract shall not be included in the computation of private recreation space.

The required park/recreation acreage for the Alford Ridge development is 2.06 acres (178 units x 0.0116). The proposed development is providing 2.12 acres of Recreation Area. None of the items listed in number 1 above are included in the acreage.

2. The private ownership and maintenance is adequately provided by recorded written agreement, conveyance, or restrictions.

The developer is in the process of establishing a CDD that will establish private ownership, conveyance and restrictions for Phase II.

3. The use of the private recreation space and facilities is restricted for park and recreation purposes for the benefit of the residents of the subdivision or development by recorded covenant that runs with the land in favor of the future owner's property and that cannot be defeated or eliminated without the consent of the town commission.

The CDD documents will clearly state that the private recreation space and facilities are restricted for the benefit of the subdivision residents only. Because the Town Commission will approve the establishment of the CDD, no changes can be made to the CDD without approval by the Town Commission.

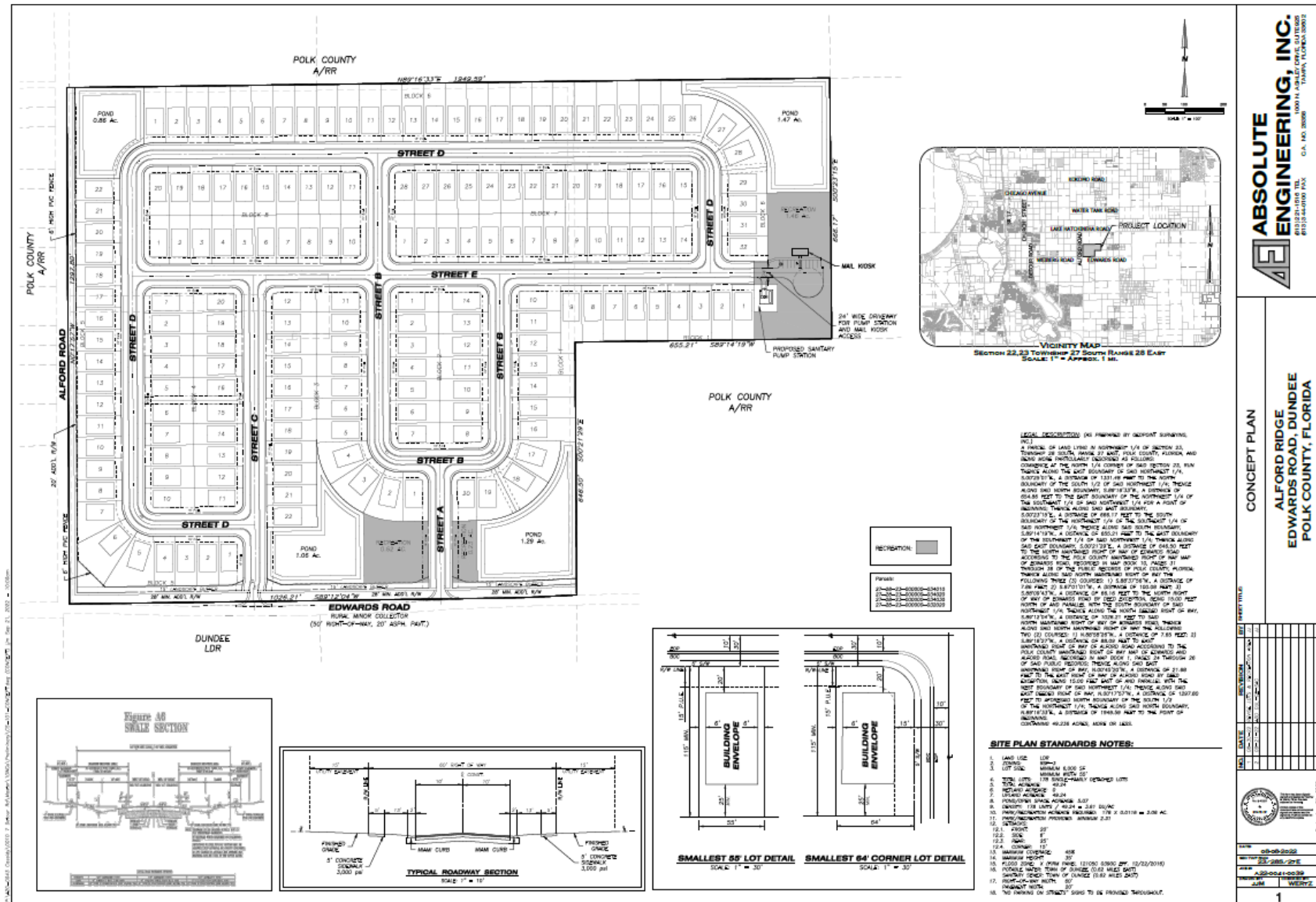
4. The proposed private recreation space is reasonably adaptable for use for park and recreation purposes, taking into consideration such factors as size, shape, topography, vegetation, hydrology, access and location.

The proposed acreages are clearly and reasonably adaptable for parks and recreation purposes and will be available for use by the subdivision residents and their guests.

5. Environmental preserves that have boardwalks, nature trails, water access, or other usable recreational features, may count for up to ten percent of the required dedication.

There are no environmental preserves, boardwalks, nature trails or water access associated with this development.

ALFORD RIDGE CONCEPT PLAN



RESOLUTION NO. 22-43

A RESOLUTION APPROVING THE REQUEST BY ABSOLUTE ENGINEERING, INC, ON BEHALF OF SLC IRA, LLC AND ABC IRA, LLC TO OBTAIN TOWN COMMISSION APPROVAL OF THE PARKS AND RECREATION REQUEST RELATED TO THE PROPOSED ALFORD RIDGE SUBDIVISION, ON APPROXIMATELY 48.29 +/- ACRES OF LAND, LOCATED ON THE EAST SIDE OF ALFORD ROAD, NORTH OF EDWARDS ROAD, SOUTH OF LAKE HATCHINEHA ROAD, WEST OF HL SMITH ROAD, TOWN OF DUNDEE, FURTHER DESCRIBED AS POLK COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBERS 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, AND 272823-000000-032020.

WHEREAS, Absolute Engineering, INC, on behalf of SLC,IRA, LLC and ABC IRA, LLC is completing the subdivision approval process for a proposed subdivision known as Alford Ridge on approximately 48.29 +/- acres of land, located on the east side of Alford Road, north of Edwards Road, south of Lake Hatchineha Road, west of HL Smith Road, Town of Dundee, further described as Polk County Property Appraiser Parcel Identification Numbers 272823-000000-034010, 272823-000000-034020, 272823-000000-034030, and 272823-000000-032020; and

WHEREAS, the proposed subdivision, as shown on the Concept Plan as included in Exhibit "A", would include 178 single family home lots; and

WHEREAS, Section 6.03.01(A) of the Town of Dundee Unified Land Development Code requires "All residential development shall provide an equitable dedication of land for public park purposes and/or fees in lieu thereof pursuant to the standards stated below and shall comply with all concurrency management provisions of this article, the Town Code and the comprehensive plan."; and

WHEREAS, Section 6.03.01(A) establishes the Level of Service at 0.0116-acres/dwelling unit; and

WHEREAS, the required 0.0116-acres per lot results in a 2.06 +/- acre park dedication requirement; and

WHEREAS, the Concept Plan includes 2.12 +/- acres of recreation land, which results in an excess of 0.06 +/- acres; and

WHEREAS, the proposed Alford Ridge subdivision is part of a proposed Community Development District (CDD); and

WHEREAS, at time of final plat, the privately owned recreation space will be dedicated on the plat as a separate recreation tract and be restricted for park and recreation purposes. The property will be held in a recorded covenant and will be owned and maintained by the CDD; and

WHEREAS, at time of final plat, if the Town approves the CDD for the project, the privately owned recreation space will be available for public use consistent with Florida law; and

WHEREAS, consistent with Section 6.03.01(A), the applicant is requesting the Town Commission to approve 2.12 +/- acres of privately owned park land available to be available for public use with an adopted CDD consistent with Florida law for the proposed Alford Ridge subdivision to meet the Town's Park requirement.

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

Section 1. The Town Commission approves 2.12 +/- acres of privately owned park land available for public use with adopted CDD consistent with Florida law for the proposed Alford Ridge subdivision as illustrated on the Concept Plan as included in Exhibit "A".

Section 2. If the Town approves a final plat for the proposed subdivision, the privately owned recreation space will be dedicated on the plat as a separate recreation tract and be restricted for park and recreation purposes. The property will be held in a recorded covenant and will be owned and maintained by the CDD/HOA and will be available for public use consistent with Florida law.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 11th day of October, 2022.

TOWN OF DUNDEE

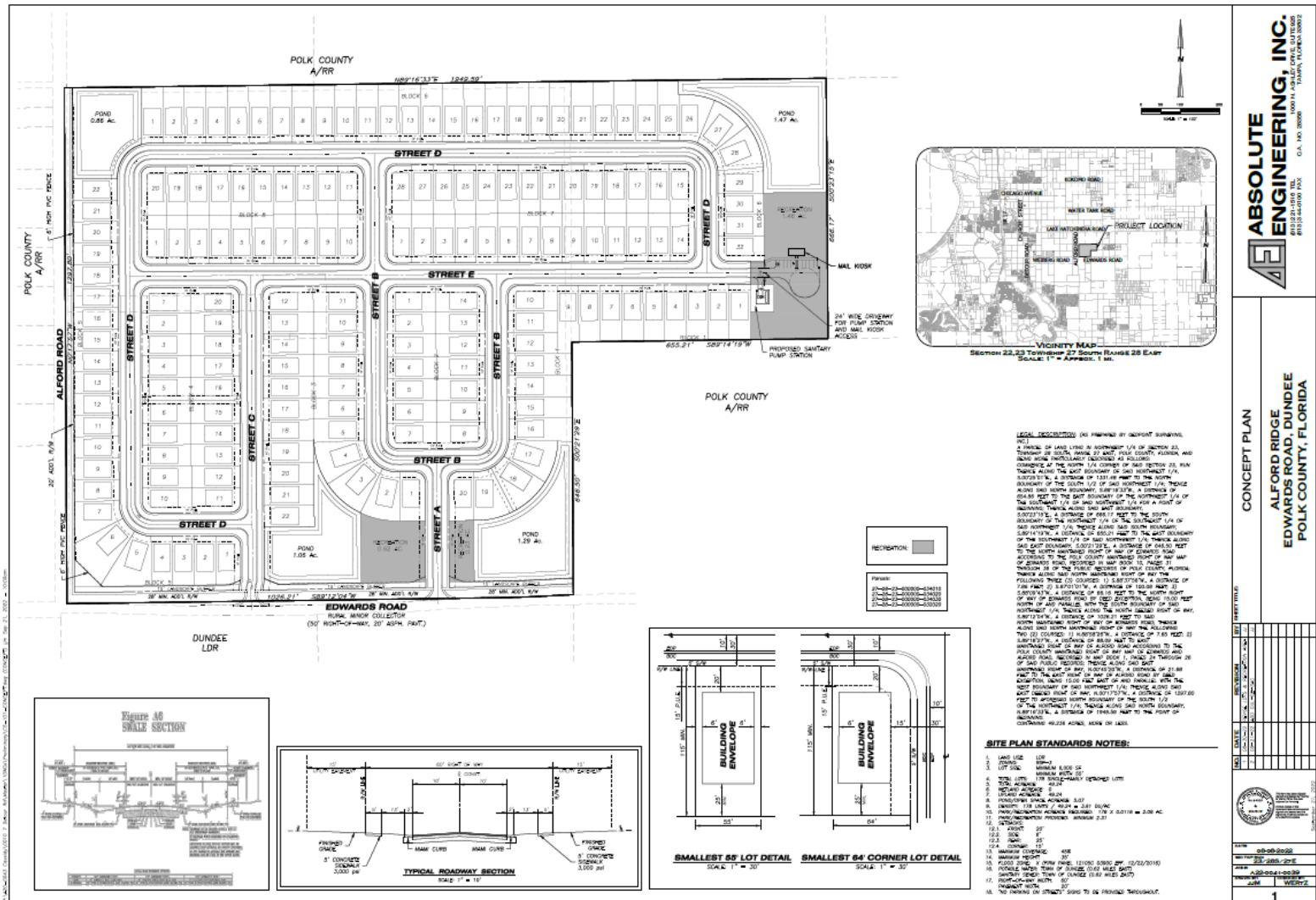
Sam Pennant, Mayor

ATTEST WITH SEAL:

Jenn Garcia, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 05: DISCUSSION & ACTION, RFP 22-05 BID AWARD FOR RFP 22-05, FOR THE DESIGN, CONSTRUCTION, & INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION & REMOVAL OF EXISTING GENERATOR

SUBJECT:

The Town Commission will consider approval of the award to a qualified bidder for RFP 22-05, Design, Construction, and Installation of a 350KW Generator, Including Demolition and Removal of Existing Generator

STAFF ANALYSIS:

The Town Commission approved the release of RFP 22-05 for the design, construction, and installation of a 350KW generator at a Town lift station and the removal and demolition of the existing generator on September 13, 2022.

Sealed bids for the RFP 22-05 were received on October 7th, 2022 at 12:00pm and the bids were opened and read publicly on October 7th, 2022 at 2:00pm.

The Town received one (1) proposal that met the RFP requirements to be eligible for award.

BID SUMMARY		
Company	Bid Amount	Intent to Award
Mid-Florida Diesel	\$116,140	Yes

STAFF RECOMMENDATION:

Award RFP 22-05 to Mid-Florida Diesel

ATTACHMENTS:

RFP 22-05

RFP 22-05 Mid-Florida Diesel Bid Proposal

RFP 22-05 Tabulation Record

TABULATION RECORD/INTENT TO AWARD DOCUMENTATION

· 202 E. Main Street, Dundee, FL 33838 · Phone: (863)438-8330 ·

Web: www.TownofDundee.com

Project Number:	22-05				
Project Name:	RFP# 22-05– DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR				
Type of BID:	Request for Proposal				
Purchasing Representative:	John Vice/Tracy Mercer				
Due Date:	10/07/2022			Location:	202 E. Main Street
Opening Date:	10/07/2022				Dundee, FL 33838

[illegible]



BID FORM

FY 2021-2022 DESIGN CONSTRUCTION AND INSTALLATION AND DEMO OF A 350KW GENERATOR

RETURN DATE: TUESDAY, SEPTEMBER 26, 2022 AT 12:00PM

RETURN TO: Office of the Town Clerk

Attn: RFP #22-05

Town of Dundee

P.O. Box 1000

202 East Main Street

Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1. VD350-01 Generator	1 Each	\$116,140.00	\$116,140.00
2.			
3.			
4.	See Attached	Proposal for Breakdown	
5.			
		TOTAL	\$116,140.00

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: Mid Florida Dies, Inc.

Company Address: 2215 Hwy 60 East

Company City: Bartow State: Fl. Zip: 33830

Company Phone Number: 863-519-0107 Fax Number: N/A

Authorized Representative:

Signature: [Signature] Date: 10/6/2022

Print Name: Joe Antonini Phone Number: 863-944-0400

Title: General Manager

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

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107 FAX (863) 519-0109
WWW.MIDFLORIDADIESEL.COM

October 7, 2022

PROPOSAL For **CONSTRUCTION AND INSTALLATION AND DEMO OF A 350KW GENERATOR**

City of Dundee

ATTN: Jenn Garcia

Mid Florida Diesel submits the following proposal for the project: RFP #22-05

Listed below is the summary of cost estimates to provide labor and material to remove the existing 350KW Generator from the sewer lift station and install a new 350KW Blue Star Power Systems Generator. See scope of work below.

1. GENERATOR Bill of Material

Blue Star Power Systems MODEL: (Qty. - 1) VD350-01

GENERATOR: 350 kW

VOLTAGE: 480 volt Three-Phase

ENGINE: Volvo TAD1352GE, 60 Hz Diesel, 1800 RPM

Standard Features Included:

Microprocessor based, digital readout control system.

Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.

Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

Selected Model Features Included:

Isochronous Governor + / - .25%

UL2200

EPA Tier III Certified

Stamford S4L1D-E41 12 Lead Wired 480V 3 Phase High Wye 125°C Rise Over 40°C Ambient

CONTROL PANEL: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

Included Accessories

Deep Sea A109 Digital Voltage Regulator with PMG Excitation

ENCLOSURE: Level 3 (Sound Attenuated Enclosure) Powder Coated .090 Aluminum

Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Accessories:

Sound Attenuation Foam 1.5"
200 mph Wind Load Rated

COOLING SYSTEM:

Unit Mounted Radiator

Accessories:

Low Coolant Level Shutdown

CIRCUIT BREAKERS: 600A BREAKER – 600v Thermal Magnetic 80% rated

Mounted and Wired in a NEMA 1 Enclosure (Qty: (1 per gen)
Circuit Breaker - UL listed and CSA certified.

Accessories:**BATTERY:**

Lead Acid Battery

BLOCK HEATER: 4000W 240VAC

Standard @ 20 F w/isolation valves

VIBRATION ISOLATION:

Vibration Pads Isolator

BATTERY CHARGER:

(24 Volt 5 Amp)

Included Accessories:**SUB BASE TANK: Sub Base Fuel Tank Steel (with Stub Up) (710 Gallons Capacity-24hrs run time)**

UL 142 Approved
Double Wall
Emergency Pressure Relief Vent Cap Set (1/2 PSI) - 2" (1)
1.5" Normal Vent Cap

Included Accessories:

Meets FI DEP Tank Requirements
(2 each) Steps for breaker/controller access
Coat the 710-gallon fuel tank with extreme Liner

MUFFLER:

Critical Grade Muffler –

Accessories:

Rain Cap

MISCELLANEOUS:

Certified Factory Test
Manual – One (1) Instruction Manuals
2 Yr/2000 Hr Standby Limited Warranty
Test Acceptance Run by Factory Trained Representative (Start Up)

2. Installation of Generator:

Price includes providing and installing all materials, labor, supervision and equipment needed to complete the following.

1. Remove fuel from existing generator and use a crane to remove generator.
3. Load existing generator onto trailer and dispose.
3. Install new generator using crane and anchor to concrete pad.
5. Use existing feeder conductors from ATS to 500-amp generator breaker
6. Use existing control wiring, block heater, battery charger
7. Perform Florida DEP required inspection and testing on new tank. Provide written report.

Clarifications:

-To work efficiently Mid Florida Diesel will need an area large enough to off load the new generator from the freight truck transport using a crane. The area between the road and the fencing will be used to offload/onload the generators. Because the power lines also run along that side of the road the crane is required to stay several feet away from the power lines. In doing so, the tree's, scrubs, and fencing will need to be removed/replaced (by others). See attached picture. Mid Florida Diesel does not except responsibility for any damage to Irrigation, underground piping, etc.

-New fuel provided by city and will be available on day the generator is installed

-New 250mcm wire not included. If required (quote will be provided)

-Permitting included (Does not include the existing electrical distribution upgrade that might be required).

Total Price: \$116,140.00

(Tax Not Included)

Quotation Firm for 30 Day(s)
Delivery Notes: 46-52 Weeks

BY: Joe Antonini
Joe Antonini
Mid Florida Diesel, Inc.




AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name Mid Florida Diesel, Inc.

Signature  Date: 10/6/2022

Printed Name Joe Antonini

Title General Manager

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

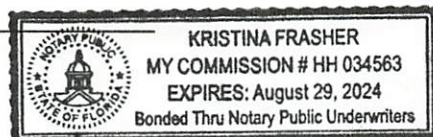
SWORN TO AND SUBSCRIBED BEFORE ME THIS 7th DAY OF October, 20 22

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ☒ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: 

PRINT: Kristina Frasher



STATE OF FLORIDA
DEPARTMENT OF REVENUE

THE TOWN OF DEERFIELD BEACH, FLORIDA, HAS BEEN GRANTED A
CONTRACT TO A CONTRACTOR FOR THE CONSTRUCTION OF A
NEW WORKS, CONSISTING OF A BRIDGE OF THE FOLLOWING
PROVISIONS CONTAINED IN THE SPECIFICATIONS AND SECTION 1100 OF
THE REVENUE AND NATIONALITY ACT.

THE TOWN OF DEERFIELD BEACH, FLORIDA, HAS BEEN GRANTED A
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NEW WORKS, CONSISTING OF A BRIDGE OF THE FOLLOWING
PROVISIONS CONTAINED IN THE SPECIFICATIONS AND SECTION 1100 OF
THE REVENUE AND NATIONALITY ACT.

UNDER A CONTRACT THAT THEY ARE TO BE GRANTED A
CONTRACT TO A CONTRACTOR FOR THE CONSTRUCTION OF A
SUBJECT MATTER.

THE TOWN OF DEERFIELD BEACH, FLORIDA, HAS BEEN GRANTED A
CONTRACT TO A CONTRACTOR FOR THE CONSTRUCTION OF A
NEW WORKS, CONSISTING OF A BRIDGE OF THE FOLLOWING
PROVISIONS CONTAINED IN THE SPECIFICATIONS AND SECTION 1100 OF
THE REVENUE AND NATIONALITY ACT.

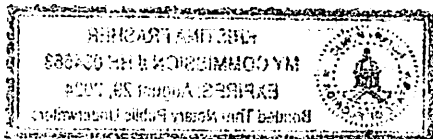
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THE REVENUE AND NATIONALITY ACT.



NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Joe Antonini ("Affiant"), being first duly sworn, deposes and says that:

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

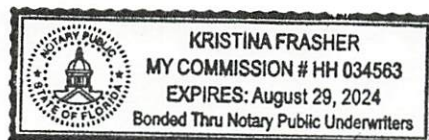
SWORN TO AND SUBSCRIBED BEFORE ME THIS 7th DAY OF October, 20 22

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ☒ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: Kristina Frasher

PRINT: Kristina Frasher



MINISTRE DU REVENUE

Date de l'avis

N° de l'avis

Le contribuable a été avisé par la poste le 15/05/2014.

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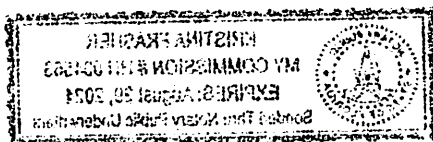
Le contribuable a été avisé par la poste le 15/05/2014.

MINISTRE DU REVENUE

Le contribuable a été avisé par la poste le 15/05/2014.

Date de l'avis

N° de l'avis



CERTIFICATION OF DRUG-FREE WORKPLACE

I Joe Antonini ("Undersigned"), certify that:

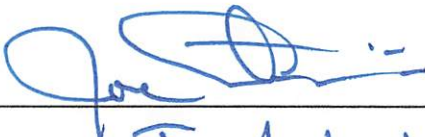
- (1) Undersigned is General Manager (insert job title) and duly authorized to act on behalf of the Contractor Mid Florida Diesel Inc. that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges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

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

DATE: 10/7/22 NAME OF ENTITY: Mid Florida Diesel, Inc.

PHONE/FAX: 863- 519- 0107

ADDRESS: 2215 Hwy 60 E
Bartow, FL 33830

SIGNATURE: 

PRINT NAME: Joe Antonini



TOWN OF DUNDEE

RFP 22-05 ADDENDUM

2021-22 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR

ADDENDUM #1

QUESTIONS FROM VENDORS

1. **Q. What is the estimated budget for RFP 22-05?**
A. RFP 22-05 was budgeted at \$100,000. However, Town Staff is aware that additional funds for this project may be necessary and is prepared to apply ARPA funds if necessary.
2. **Q. What is the start date for this project?**
A. Immediately. This project is on a tight deadline and the Town will need the awarded contractor to begin the project as soon as reasonably practicable.
3. **Q. Do you release a planholder's list?**
A. The Town does not release a planholder's list.
4. **Q. Can we come back out to take measurements?**
A. Yes, you may come out to take measurements.
5. **Q. Will be dry contacts for telemetry?**
A. Yes. There will be dry contacts for telemetry.
6. **Q. Will this be project be permitted?**
A. Yes, this project will be permitted. All permits that are required through the town will be at no cost to the contractor.
7. **Q. Does the Town have preferred subcontractors or vendors? Are there any Subcontractor restrictions?**
A. The Town does not have preferred subcontractors/vendors. Please see the awarded contractor's responsibility for sub-contractor in the RFP. Information on subcontractors can be found throughout the RFP, including- but not limited to- the General Provision Clauses Terms and Conditions, Sections 31, 32, 33, 35, 36, and 37.
8. **Q. Is it stated in the RFP regarding Scada? Can that be added if I ask the question?**
A. NO, SCADA is not in the RFP as this generator has been out of service for 5 years. You may include SCADA in your bid submission if you wish.
9. **Q. Are we installing a level two or level three for noise?**
A. A level tree will be required for noise.
10. **Q. The spec calls for out Enclosure: "Must be at least level 2 (weatherproof enclosure with foam powder coated steel". However, at yesterday's pre-bid, John Vice said he would like the enclosure to be a Level III Aluminum. Please confirm?**

- A. The specs in the RFP do call for at least a level 2 enclosure. However, a level 3 would be preferred due to residential homes being near the lift station.
11. **Q. Does the Town of Dundee want to include Extreme Liner (like Rhino Liner) for the coating on the outer tank?**
- A. The Town is not opposed to extreme liner coating. You may include in your bid submission if you wish. If it is included, we encourage educational material to be included.

IMPORTANT MESSAGE:

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.



10/7/22



TOWN OF DUNDEE

RFP 22-05

FY 2021-22 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR

ADDENDUM #2


RFP 22-05 bid proposal due date and bid opening date have been modified to the following:

Sealed Bids marked "SEALED BID – FY 2021-22 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR " will be received by the Town Clerk of the Town of Dundee, Florida, until 12:00 P.M., Friday, October 07, 2022, at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.

On Friday, October 07, 2022, at 2:00PM, at Town Hall, 202 Main Street, Dundee, FL 33838 proposals will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

IMPORTANT MESSAGE:

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

 10/7/22

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MID-FLORIDA DIESEL, INC

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

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

2215 STATE ROAD 60 EAST

6 City, state, and ZIP code

BARTOW, FL 33830

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 3 5 9 2 5 5 7

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

K. Suzanne McCoy

Date ▶ 1-26-22

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 (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

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

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

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

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR FY 2021 – 2022 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR

RFP NUMBER: 22-05

**Responses are due by
12:00pm on Tuesday, September 26, 2022**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 22-05
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Jenn Garcia
Asst. Town Manager

Town of Dundee

Email: JGarcia@TownofDundee.com

(863) 438-8330, Ext 258

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CERTIFICATION OF DRUG-FREE WORKPLACEA3

SALES TAX SAVINGS FORMA4



RFP #22-05

FY 2021-22 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR

Sealed Bids marked "**SEALED BID – FY 2021-22 DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR**" will be received by the Town Clerk of the Town of Dundee, Florida, until **12:00 P.M., Tuesday, September 26, 2022** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

The Town of Dundee is seeking a qualified stand by generator supplier and installer for the design, construction, and installation of a 350KW 480volt 3phase generator for a sewer lift station in the Town of Dundee. The scope of the design-build services is to design, construct, and install a new 350KW 480volt 3phase generator with a level 2 enclosure for a sewer lift station that will include the removal and demolition the existing generator.

The proposals require the following:

The purpose of this project is to remove existing failed stand-by power generator and install a new generator at a Town lift station site. The project shall include, but shall not be limited to, a generator, materials, labor, and equipment. The project shall also include, but shall not be limited to, the following:

- automatic transfer switch
- panel racks
- panels
- breakers
- conduits
- wiring and electrical connections
- anchors
- grounding
- block heater
- crane
- permits
- inspections
- 24hr fuel tank
- demolition and removal of existing generator and apparatuses
- the contractor is responsible for removing all demolition items from the site

Other items generator must include are as follows:

- Microprocessor based, digital readout control system

- Engine vitals monitored by LCD display: oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency.
- Oil drain extension, vibration isolation pads, water heater, fuel solenoid valve.

Enclosure:

- Must be at least level 2 (weatherproof enclosure with foam) powder coated steel
- Rugged and durable 200mph wind rated
- Keyed alike lockable doors with draw down latches and stainless-steel component hinges
- Structural steel base with mounting and lifting holes
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker:

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system:

- Unit mounted radiator
- Low coolant shutdown

Block heater:

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger:

- 24Volt 5 amps

Subbase tank: subbase fuel tank steel (with sub up) (24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler:

- Critical grade muffler with rain cap if applicable

The bid packet must include the following:

- Complete specifications on all models
- Bid must accompany a manufacturer’s brochure.
- Must show warranties on material and labor

Design must include a price to supply/install 350KW 480volt 3phase generator for a sewer lift station as well as demolition and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- generator renderings and itemized installation details for the project

- Bidders are encouraged to submit valve engineering options and suggested refinements to the general design.

On **Monday, September 26, 2022 at 2:00PM**, at Town Hall, 202 Main Street, Dundee, FL 33838 proposals will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY Site Visit** will be held at 3951 Lake Mable Loop Road, Dundee, Florida 33844, on **Monday, September 19, 2022 at 10:00AM**. The site visit is mandatory. No proposal shall be accepted from a party that was not present for the mandatory site visit.

A **MANDATORY Pre-Bid meeting** will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **Monday, September 19, 2022 at 10:45AM** following the mandatory site visit for the purpose of answering any questions bidders may have in reference to the project(s). For purposes of this proposal, the mandatory pre-bid meeting is required. No proposal shall be accepted from a party that was not present for the mandatory pre-bid meeting.

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

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

For more information regarding this RFP 22-05, please contact **Jenn Garcia, Town Clerk, (863) 438-8330** or by e-mail at **JGarcia@TownofDundee.com** .

Questions **shall be submitted in writing** to the Town Clerk until **4:00pm on Wednesday, September 21, 2022**.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding bidder. Payment will be rendered to the name and ID appearing on the W-9.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Town Clerk, Town of Dundee, Florida, and marked RFP 22-05: DESIGN, CONSTRUCTION, AND INSTALLATION OF A 350KW GENERATOR, INCLUDING DEMOLITION AND REMOVAL OF EXISTING GENERATOR

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

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

WORK SUMMARY

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

1.02 – CONTRACTOR USE OF SITE

1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

The Town of Dundee is seeking a qualified stand by generator supplier and installer for **the design, construction, and installation of a 350KW 480volt 3phase generator for a sewer lift station** in the Town of Dundee. The scope of the design-build services is to **design, construct, and install a new 350KW 480volt 3phase generator with a level 2 enclosure for a sewer lift station and remove and demolish the existing failed generator.**

The proposals require the following:

The purpose of this project is to remove existing failed stand-by power generator and install a new generator at a Town lift station site. The project shall include generator, materials, labor, equipment which includes but is not limited to the following:

- automatic transfer switch
- panel racks
- panels
- breakers
- conduits
- wiring and electrical connections
- anchors
- grounding
- block heater
- crane
- permits
- inspections
- 24hr fuel tank

Other items generator must include are as follows:

- Microprocessor based, digital readout control system
- Engine vitals monitored by LCD display: oil pressure, running time, engine temperature, safety shutdowns, battery voltage, generator AC voltage, AC amperage, frequency.
- Oil drain extension, vibration isolation pads, water heater, fuel solenoid valve.

Enclosure:

- Must be at least level 2 (weatherproof enclosure with foam) powder coated steel
- Rugged and durable 200mph wind rated
- Keyed alike lockable doors with draw down latches and stainless-steel component hinges
- Structural steel base with mounting and lifting holes
- Pad type vibration mounts to isolate unit from mounting surface

Circuit breaker:

- 500A breaker – 600V thermal magnetic 80% rated mounted and wired in a NEMA 1 enclosure
- Circuit breaker – UL listed, and CSA certified

Cooling system:

- Unit mounted radiator
- Low coolant shutdown

Block heater:

- 4000W 240VAC
- Standard @ 20F w/isolation valves

Battery charger:

- 24Volt 5 amps

Subbase tank: subbase fuel tank steel (with sub up) (24 hour run capacity)

- UL 142 approved
- Double wall
- Emergency pressure relief vent cap set (1/2 PSI) – 2”
- 1.5” normal vent cap

Muffler:

- Critical grade muffler with rain cap if applicable

The bid packet must include the following:

- Complete specifications on all models
- bid must accompany a manufacturer's brochure.
- Must show warranties on material and labor

Design must include a price to supply/install 350KW 480volt 3phase generator for a sewer lift station as well as demo and removal of the existing generator.

Contractor/Installer to provide to Town of Dundee:

- generator renderings and itemized installation details for the project
- bidders are encouraged to submit valve engineering options and suggested refinements to the general design

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their essential equipment onsite as long as no private driveways are blocked, and all equipment is marked with reflective barricades. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards, and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.

1.02 – SEQUENCE OF WORK

- A. The Town of Dundee reserves the right to determine what locations will be completed and in what order.

PART 2 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Conduct a hands-on training demonstration to Town Staff of the operation of the installed generator to include the automatic start, automatic shut-off, and integration with lift station controls.
- B. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- C. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.
- D. A complete operation and maintenance manual of the installed generator.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

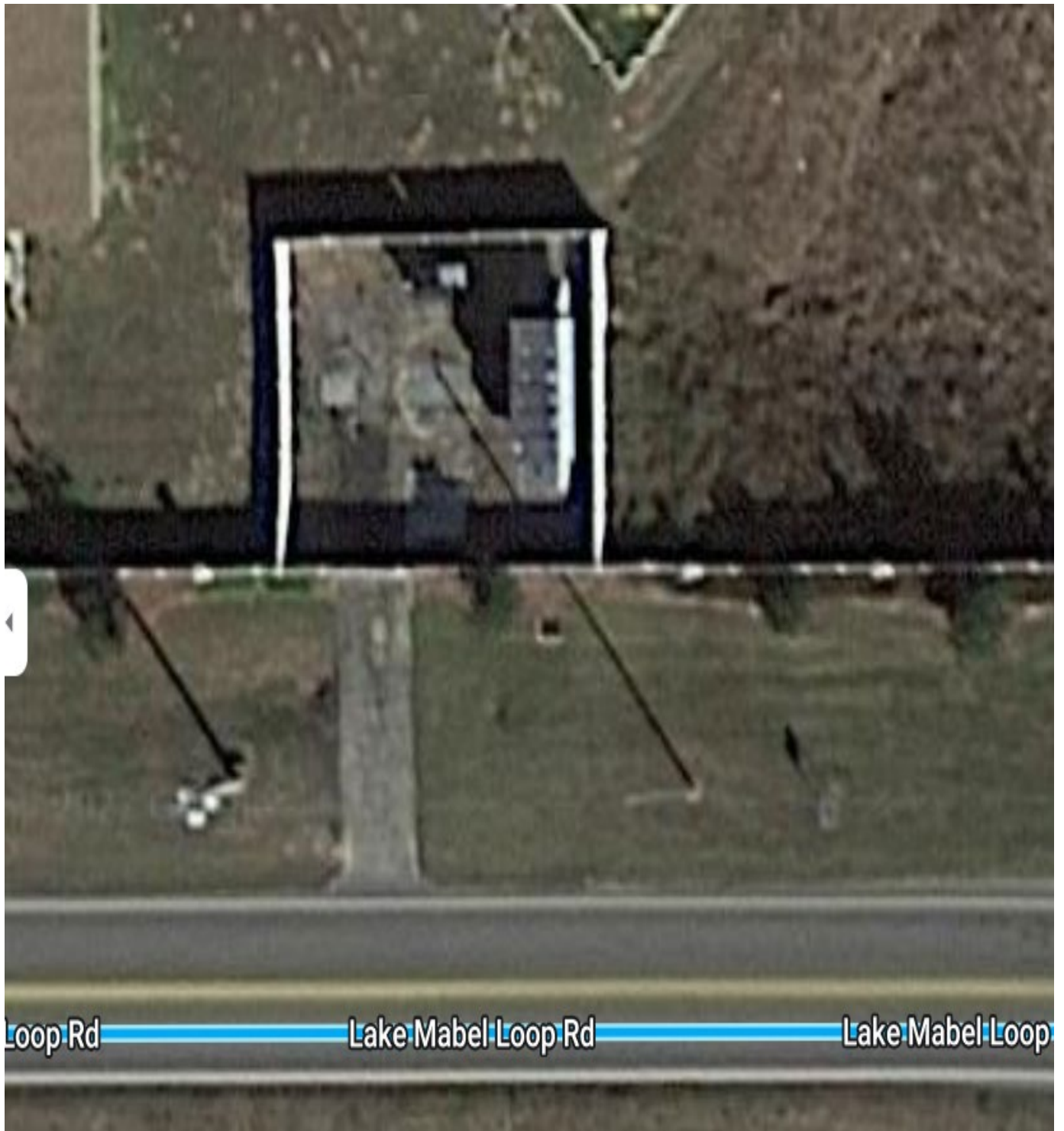
1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.

(EXHIBIT A)



(EXHIBIT B)





BID FORM

FY 2021-2022 DESIGN CONSTRUCTION AND INSTALLATION AND DEMO OF A 350KW GENERATOR

RETURN DATE: TUESDAY, SEPTEMBER 26, 2022 AT 12:00PM

RETURN TO: Office of the Town Clerk

Attn: RFP #22-05

Town of Dundee

P.O. Box 1000

202 East Main Street

Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1.			
2.			
3.			
4.			
5.			
		TOTAL	

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number: _____

Authorized Representative:

Signature: _____ Date: _____

Print Name: _____ Phone Number: _____

Title: _____

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

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

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

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

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

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ____ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

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

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

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

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

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

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request For Proposal For Roadway Construction Services No. 20-02 (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) PUBLIC RECORDS:

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

Public Records. Consultant/Bidder/Contractor agrees to:

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

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

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

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

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

2) DEFINITIONS

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

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

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

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

3) INTERPRETATIONS OR ADDENDA:

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

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

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

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

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

5) SAMPLES:

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

6) PROTEST PROCEDURES:

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

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

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

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

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

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

The formal written protest shall contain the following:

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

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

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

The agenda for the bid protest meeting will be:

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

7) PROPOSALS:

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

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

8) PRICES, TERMS, AND PAYMENT:

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

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

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

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

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

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

11) SAFETY STANDARDS:

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

12) INVOICING AND PAYMENT:

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

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

13) WITHDRAWAL OF PROPOSALS:

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

14) NONCOLLUSION AGREEMENT:

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

15) REJECTION OF BIDS:

The Town may reject a bid if:

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

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

16) STATEMENT OF QUALIFICATIONS:

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

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

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

17) AWARD OF CONTRACT:

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

18) OTHER GOVERNMENTAL ENTITIES:

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

19) PERFORMANCE:

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

20) SERVICE AND WARRANTY:

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

21) GOVERNMENTAL RESTRICTIONS:

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

22) PRICE AND ADJUSTMENTS:

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

23) EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

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

25) TIE BIDS:

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

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

26) NOTICE:

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

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

27) UNAUTHORIZED ALIEN(S):

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

CONSTRUCTION-RELATED CLAUSES

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

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

28) ERRORS:

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

29) UNIT PRICES:

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

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

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

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

a) BID PRICES.

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

b) ORDERING.

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

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

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

- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

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

d) RECEIPT.

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

i) BILLINGS/PAYMENTS.

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

j) OTHER CONSIDERATIONS.

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

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

31) INSPECTION:

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

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

32) SUPERVISION:

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

33) ACCIDENT PREVENTION:

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

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

34) CLAIMS FOR ADDITIONAL PAY:

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

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

35) FITTING AND COORDINATION OF THE WORK:

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

36) SUB-CONTRACTING:

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

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

38) LINES AND GRADES:

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

39) ASSIGNMENT OR NOVATION:

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

40) OTHER CONTRACTS:

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

41) PATENT INFRINGEMENT:

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

42) SHOP DRAWINGS:

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

43) PLANS AND SPECIFICATIONS:

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

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

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

44) SUB-SURFACE DATA:

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

45) FACILITIES, MATERIALS, AND EMPLOYEES:

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

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

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

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

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

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

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

48) PROTECTION OF MONUMENTS:

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

49) USE OF PREMISES:

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

50) WORK PROGRESS:

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

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

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

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

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

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

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

52) DISPUTES:

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

53) CONTRACTOR INSURANCE:

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

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

(1) Worker's Compensation Insurance:

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

- | | | |
|------|------------------------|-----------------------|
| (i) | Part One: "Statutory" | |
| (ii) | Part Two: \$500,000.00 | Each Accident |
| | \$500,000.00 | Disease-Policy Limit |
| | \$500,000.00 | Disease-Each Employee |

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

(2) General Liability Insurance:

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

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

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

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

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

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

(3) Automobile Liability Insurance:

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

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

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

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

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

54) INDEMNIFICATION:

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

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

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

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

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

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

55) BID BOND:

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

56) PERFORMANCE AND PAYMENT BOND:

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

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

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

57) BONDING COMPANY QUALIFICATIONS:

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

58) PAYMENT:

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

59) LIENS:

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

60) GUARANTEE:

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

61) THE CONSTRUCTION AGREEMENT:

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

62) CONSTRUCTION SCHEDULE:

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

63) FINAL INSPECTION:

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

64) CONSTRUCTION AND CONSULTING EVALUATION:

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

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 06: DISCUSSION & ACITON, LINCOLN AVENUE SIDEWALK PROJECT, PHASE I, PROPOSAL

SUBJECT: Town commission will consider approval of the proposal for Phase I of the Lincoln Avenue sidewalk project by Tucker Paving.

STAFF ANALYSIS:

The Lincoln Avenue Sidewalk project was approved in the 2021-2022 budget. This project will install a connector sidewalk from Martin Luther King Street to HWY 27.

This project is being proposed in two (2) phases due to cost, availability of materials, and ROW issues.

Tucker Paving has proposed Phase I at a cost of \$133,856.66. The project is budgeted up to \$200,000. However, staff is allowing for a contingency for the unexpected. If changes do not arise, extra footage will be added to the project to extend the sidewalk as much as the budgeted amount will allow.

FISCAL IMPACT

\$200,000

STAFF RECOMMENDATION:

Approval of the proposed quote from Tucker Paving for the Lincoln Avenue Phase I sidewalk project.

ATTACHMENTS:

Lincoln Avenue Sidewalk Project Engineering Drawings

Lincoln Avenue Sidewalk Project Phase I Area Pictures

Tucker Paving Lincoln Avenue Sidewalk Project Phase I Quote Sheet



5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

To:	City Of Dundee	Contact:	
Address:	P.O. Box 1000 Dundee, FL 33838	Phone:	863.438.8330
		Fax:	863.438.8338
Project Name:	Lincoln Ave Sidewalk	Bid Number:	22-666
Project Location:		Bid Date:	9/16/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SEDIMENT BARRIER	1,350.00	LF	\$1.64	\$2,214.00
REGULAR EXCAVATION	121.00	CY	\$34.14	\$4,130.94
EMBANKMENT	497.00	CY	\$33.57	\$16,684.29
CONCRETE SIDEWALK, 4" THICK	735.00	SY	\$69.37	\$50,986.95
PERFORMANCE TURF, SOD, BAHIA	1,918.00	SY	\$3.77	\$7,230.86
MOBILIZATION	1.00	LS	\$21,423.95	\$21,423.95
MAINTENANCE OF TRAFFIC	1.00	LS	\$28,032.28	\$28,032.28
CLEARING & GRUBBING	1.00	LS	\$3,153.39	\$3,153.39

Total Bid Price: \$133,856.66

Notes:

- *** DUE TO MARKET VOLATILITY PRICING IS GOOD FOR 30 DAYS.

Not Included in Proposal:

- Permits, SWPPP Permits, And Permit Fees
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Storm Sewer System
- Materials / Work / Services not indicated or listed.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com</p>
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Lincoln Avenue Sidewalk Project Phase I Area Pictures



DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 07: DISCUSSION & ACTION, WATER AND WASTEWATER CAPITAL IMPROVEMENTS PLAN FOR 2022/23 TO 2026/27

SUBJECT:

The Town Commission will consider approval of the Water and Wastewater Capital Improvement Plan for the Town of Dundee for the future.

STAFF ANALYSIS:

The Town of Dundee is experiencing enormous growth and is currently using approximately 89.4% of its Southwest Florida Water Management District (SWFWMD) current permitted capacity. The Town is considering needed improvements, upgrades and expansions to the water and wastewater infrastructure in the next five (5) years as solutions to increase water supply and meet wastewater treatment demands for the future.

The CIP helps the Town to anticipate the needs and places them in position to quickly take advantage of federal or state grant programs and opportunities.

STAFF RECOMMENDATION:

Approval of the concept and list of capital projects, equipment and major studies listed in the CIP plan.

ATTACHMENTS:

Capital Improvements Plan for Fiscal Year 2022-2023 through Fiscal Years 2026-27.

2023-2027 CIP (9-14-22)

NO	Description	Funding Sources	Total 2022-2027 CIP	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	Comments
	Water - Facilities								
1	WP #1 (Riner) Replace/Repairs to Structure; New Operations Building w/Electrical, Instrumentation & Controls and Restrooms (Riner)	Grant/SRF	\$ 400,000	\$ 400,000					Riner Water Plant was built in . Major upgrades are necessary to the building , electrical, chlorine tank and SCADA monitoring system. There are no bathrooms- for staff.
2	WP #1 - WH Water Supply Connection @ Water Plant #1 (Riner)	Impact Fees	\$ 170,000	\$ 170,000					WH Connection to RinerPlant Ground Storage Tank
3	WP #2 - Backup Alarm System (Hickory) & Upgrades	Revenues	\$ 25,000	\$ 25,000					WP has been off line - no back up alarms to alert staff
4	WP #2 - Chlorine Pump, Skid and Electronics for Well (Hickory)	Revenues	\$ 15,000	\$ 15,000					Separating 2 wells (600&1200) on same Chlorine Pump
5	PRWC Engineering & Design for Brackish Water Supply & Ground Storage Tank at Hickory Walk Water Plant	Impact Fees	\$ 400,000	\$ 400,000					Preliminary/final designs, permitting, evaluation of facility, blending, storage, pumping equipment, chemical, electrical and controls upgrades
6	WP #2 - PRWC Alternative Water Supply (Brackish), 1MG Ground Storage Tank (GST), Electrical w/Building, Instrumentation & Controls, Flow Meter Station, Above Ground Injection Station to be included as PRWC Plant Upgrades)	Impact Fees	\$ 5,269,000		\$ 3,000,000	\$ 2,269,000			PRWC Project Construction (750,000 Tank, High Service Pumps, Chlorine, Electrical Switch gear,VFD, Auto Transfer Switch, plant modifications, and generator)
7	WP #2 -Adding/Updates to Instrumentation & Controls and Programing Software	Revenues	\$ 40,000	\$ 40,000					Software and Licensing
8	WP#1 & WP#2 Ground Storage Tank Internal Corrosion Repairs and Internal Pipe Replacement	Revenues							After GST regulatory inspection, Town required to rehabilitate the internal piping, etc. of the storage tank
9	WP #1 & WP #2 addition of Mixers to Ground Storage Tanks	Grant/SRF	\$ 350,000			\$ 175,000	\$ 175,000		Mixers to keep water moving in the tank.
10	Hickory Walk Secondary Recirculation Pump- Filtration System TTHM	Impact Fees	\$ 300,000		\$ 150,000	\$ 150,000			Recommendation by study
	Total Water - Facilities		\$ 6,969,000	\$ 1,050,000	\$ 3,150,000	\$ 2,594,000	\$ 175,000	\$ -	
	Water Distribution - Infrastructure								
11	Water Line Replacement Town-Wide (See List)	SRF - Debt	\$ 3,775,000	\$ 300,000	\$ 775,000	\$ 900,000	\$ 900,000	\$ 900,000	3" Streets/Alleys/Asbestos = 21,071 feet or 3.99 miles
12	Water Main Extensions (N. Scenic Highway from Mabel Loop to Stalnaker)	Impact Fees	\$ 850,000			\$ 350,000	\$ 500,000		7,192 linear feet
13	Water Line Looping (East of Lake Marie & NW of Dundee Ridge Middle School)	SRF - Debt	\$ 625,000		\$ 300,000	\$ 325,000			5,060 linear feet
14	Meter Change out to AMI Meters (Turn On/Off program, gated, dogs)	Revenues	\$ 175,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	Purchases about 87 meters each year
15	16 " Water Line (Mabel Loop Road)	Impact Fees	\$ 900,000				\$ 400,000	\$ 500,000	5,364 linear feet
	Total Water - Infrastructure		\$ 6,325,000	\$ 335,000	\$ 1,110,000	\$ 1,610,000	\$ 1,835,000	\$ 1,435,000	
	Water Plant - Miscellaneous								
17	Update Water Master Plan	Revenues	\$ 80,000	\$ 80,000					Verify water system weaknesses, needs, expansions,
18	WP #1 and WP #2 Software and SCADA Systems Renewals/Add/Upgrades	Revenues	\$ 85,000	\$ -	\$ 85,000				Renewals and upgrades of operating software
19	Maintenance/Repair/Replace variable speed Pumps at Water Plant #1	SRF - Debt	\$ 300,000		\$ 150,000		\$ 150,000		Investment in assets with continued maintenance
20	Maintenance/Repair/Replace variable speed Pumps at Water Plant #2	SRF - Debt	\$ 400,000			\$ 200,000		\$ 200,000	Investment in assets with continued maintenance
21	Replace Aerator Trays @ WTP #1 & WTP #2	SRF - Debt	\$ 200,000	\$ -	\$ 100,000		\$ 100,000		Investment in assets with continued maintenance
22	Rehabilitate Wells # 3,4,6,7,8	SRF - Debt	\$ 300,000		\$ 100,000		\$ 100,000	\$ 100,000	Investment in assets with continued maintenance
23	WP #1 and WP #2 Water Tank Inspections (Every 3 Years)	Revenues	\$ 7,000		\$ -	\$ 7,000			WP#1/WP#2 ground storage tanks be inspected in 3 yr.
24	Transitional Wells/Modify Consumptive Use Permit (CUP)	Impact Fees	\$ 50,000	\$ 25,000	\$ 25,000				Accumulation of specified numbered-modify permit
25	New Well for Transiential Water Supply Management (DID1- new location)	Impact Fees	\$ 550,000			\$ 300,000	\$ 250,000		SFWMD requested closure of Well 1 in two years.
26	2000 LF of Water Lines to Serve New Customers	Impact Fees	\$ 250,000	\$ 250,000					New Lines to serve new customers quickly
	Total Water - Miscellaneous		\$ 2,222,000	\$ 355,000	\$ 460,000	\$ 507,000	\$ 600,000	\$ 300,000	
	Total Water Projects (Dept)		\$ 15,516,000	\$ 1,740,000	\$ 4,720,000	\$ 4,711,000	\$ 2,610,000	\$ 1,735,000	

NO	Description	Funding Sources	Total 2022-2027 CIP	2022-2023 Budget	2023-2024 Budget	2024-2025 Budget	2025-2026 Budget	2026-2027 Budget	Comments
27	Update Wastewater Master Plan	Revenues	\$ 100,000	\$ 100,000					Identify system bottlenecks with modeling, flows, info
29	Storage Building	Revenues	\$ 35,000		\$ 35,000				Storage Area for various items.
28	Roof Over Chlorine Contact Chamber	Revenues	\$ 15,000	\$ 15,000					Shading installed over chambers to save chlorine evap
29	Instrumentation & Controls/New Scada Alarms Upgrades WWTP	Revenues	\$ 35,000	\$ 35,000					Addition of Scada monitoring system and alarms.
30	Headworks Expansion	SRF - Debt	\$ 400,000		\$ -	\$ -	\$ 200,000	\$ 200,000	New growth expansion
31	Wastewater Filters Expansion	SRF - Debt	\$ 300,000					\$ 300,000	New growth expansion
32	Expansion New Clarifier/Rebab Existing Tank for Backup	SRF - Debt	\$ 500,000		\$ -	\$ -		\$ 500,000	New growth expansion
33	Sludge Design & Improvements	SRF - Debt	\$ 400,000		\$ -	\$ -		\$ 400,000	New growth expansion
34	Wastewater Tank Coatings	Revenues	\$ 25,000	\$ 25,000					Investment in existing asset to increase Useful Life
35	Implement Pre-Treatment/Fats Oils & Grease Program (FOG) Study	Revenues	\$ 25,000	\$ 25,000					Implement a FOG program to fats remove from lines
	Total Wastewater - Infrastructure		\$ 1,835,000	\$ 200,000	\$ 35,000	\$ -	\$ 200,000	\$ 1,400,000	
	Wastewater - Miscellaneous								
36	Septic Tank Elimination Project - Construction of New Sanitary Sewer Lines	Grant - SRF	\$ 2,600,000		\$ 800,000	\$ 500,000	\$ 800,000	\$ 500,000	
37	Asset Management Software Program (Water & Wastewater)	Revenues	\$ 50,000	\$ 50,000					HB 53 state law that requires completion of a 20-year needs analysis by WW service providers.
38	Waste/Cutter/Sludge Pumps (6" Pumps and 6" lines) for WW Tank Maintenance	Revenues	\$ 8,000	\$ 8,000					Pump that cuts and still pumps to take tankage offline
39	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				Larger crane to reach areas at WWTP
	Total Wastewater - Miscellaneous		\$ 2,818,000	\$ 58,000	\$ 960,000	\$ 500,000	\$ 800,000	\$ 500,000	
	Total Wastewater Projects (Dept)		\$ 4,653,000	\$ 258,000	\$ 995,000	\$ 500,000	\$ 1,000,000	\$ 1,900,000	
	Utilities Maintenance - Infrastructure								
40	Pole Barn for Equipment and Pipe	Revenues	\$ 35,000	\$ -	\$ 35,000	\$ -			Park Vac Truck under as hoses and sensors in heat--
41	Manhole Rehabilitation Program	Revenues	\$ 175,000		\$ 35,000	\$ 40,000	\$ 50,000	\$ 50,000	SB 53 requires submittal 20 year system needs analysis
42	Implement I/I Sewer Study	Revenues	\$ 70,000		\$ 70,000				Need for FDEP for future and condition of lines
43	Sewer Lines - New/Expansion	Impact Fees	\$ 1,200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 300,000	\$ 300,000	Sewer line new and extensions
44	Sewer Lines - Replacement	SRF - Debt	\$ 900,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 200,000	\$ 300,000	See List
45	Lighting at Lift Stations	Revenues	\$ 7,500	\$ 7,500					Lighting for security, safety and nighttime repairs
46	Future Reclaimed Water Program Study (SWFWMD)	Revenues	\$ 35,000	\$ 35,000					SWFWMD requesting study/report for RCW for future
47	HL Smith Lift Station Filtration System THM	Revenues	\$ 25,000	\$ 25,000					Regulation Issue
48	Lift Stations - Control Panels/Replace Pumps/Maintenance	SRF - Debt	\$ 1,247,500	\$ 360,000	\$ 350,000	\$ 200,000	\$ 137,500	\$ 200,000	See List
	Total Utilities Maintenance - Infrastructure		\$ 3,695,000	\$ 727,500	\$ 790,000	\$ 640,000	\$ 687,500	\$ 850,000	
	Utilities Maintenance - Machinery and Equipment								
49	Generators - New & Replacements (See Lists for Liftstations)	SRF - Debt	\$ 1,200,000	\$ 230,000	\$ 230,000	\$ 290,000	\$ 315,000	\$ 135,000	9 liftstations have no generators, 1 generator -non op
50	Larger Crane & Truck	Revenues	\$ 160,000		\$ 160,000				
	Total Utilities Maintenance - Machinery and Equipment		\$ 1,360,000	\$ 230,000	\$ 390,000	\$ 290,000	\$ 315,000	\$ 135,000	See List
	Total Utilities Maintenance Projects (Dept 53-6)		\$ 5,055,000	\$ 957,500	\$ 1,180,000	\$ 930,000	\$ 1,002,500	\$ 985,000	
	Total Utilities CIP		\$ 25,224,000	\$ 2,955,500	\$ 6,895,000	\$ 6,141,000	\$ 4,612,500	\$ 4,620,000	

Grant/SRF	\$ 3,350,000
Impact Fees	\$ 9,939,000
Revenues	\$ 1,387,500
SRF - Debt	\$ 10,547,500
	\$ 25,224,000

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 08: DISCUSSION AND ACTION: 2022 MEETING SCHEULE FOR NOVEMBER AND DECEMBER

SUBJECT:

The Town Commission will discuss approval of the amended meeting calendar for the months of November and December 2022.

STAFF ANALYSIS:

As in previous years, there has traditionally only been one meeting in November and one in December due to the holidays.

Presented for the Commission's consideration is the following recommended meeting dates:

- November 08, 2020
- December 13, 2020

The proposed meeting schedule will require cancelling the following meeting dates:

- November 22, 2022
- December 27, 2022

STAFF RECOMMENDATIONS:

Approval of the proposed amended meeting schedule for November and December 2022.

ATTACHMENTS:

None.

DUNDEE TOWN COMMISSION MEETING

OCTOBER 11, 2022

AGENDA ITEM 09: DISCUSSION & ACTION, TREE REMOVAL SERVICE APPROVAL

SUBJECT:

The Town Commission will consider the approval of a tree removal company to remove trees located behind Town hall, Lake Menzie and at the Development Services Building that were damaged during Hurricane Ian.

STAFF ANALYSIS:

The Damage Assessment that occurred after Hurricane Ian. The assessment revealed trees that were damaged by the storm that need to be removed due to utility conflicts and for the safety of the Town. The size of the trees are too large for Town Staff and Town equipment to handle.

Town Staff received 3 quotes for this service:

Vendor Name	Quoted Amount
Summeralls Environmental	\$10,200.00
Briggs Tree Service	\$15,200.00
Ground Zero Tree & Environment	\$17,750.00

Town Staff is recommending Summeralls Environmental for this project.

FISCAL IMPACT:

\$10,200.00

STAFF RECOMMENDATION:

Approval of tree removal services by Summeralls Environmental not to exceed \$10,200.00.

ATTACHMENTS:

Tree Removal Service Quote Sheet

**TOWN OF DUNDEE
PRICE QUOTE SHEET**



DATE: 10/6/2022

DEPARTMENT: Public works

NAME OF PERSON SECURING THE QUOTE: JOHNATHON VICE

GENERAL DESCRIPTION OF ITEM: TO REMOVE AND HUAL TREE DEBRIS AWAY FROM BIG
TREES THAT WERE DAMANGED BY THE HURRICANE
LAKE MENZIE, TOWN HALL, DRC BUILDING

Vendor Selected: ☒

VENDOR #1

COMPANY NAME: SUMMERALLS ENVIROMENTAL

CONTACT NUMBER: 863-412-9004

NAME OF REPRESENTATIVE: TYRON

PRICE: \$10,200.00

SHIPPING: N/A

COMMENTS: TO REMOVE DAMANGED TREES FROM HURRICANE

Vendor Selected: ☐

VENDOR #2

COMPANY NAME: BRIGGS TREE SERVICE

CONTACT NUMBER: 863-557-9991

NAME OF REPRESENTATIVE: AUTUMN

PRICE: \$15200.00

SHIPPING: N/A

COMMENTS: TO REMOVE DAMANGED TREES FROM HURRICANE

Vendor Selected: ☐

VENDOR #3

COMPANY NAME: GROUND ZERO TREE AND ENVIROMENT

CONTACT NUMBER: 863-409-6549 NAME OF REPRESENTATIVE: CORY

PRICE: \$17750.00

SHIPPING: N/A

COMMENTS: TO REMOVE DAMANGED TREES FROM HURRICANE

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathon Vice*

DATE: 10/6/2022

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 10/6/22

TOWN MANAGER APPROVAL: *[Signature]*

DATE: 10/7/22

ADDITIONAL COMMENTS:

SOLE SOURCE JUSTIFICATION:

Summerall's Environmental

5 Oakwood Rd
Winter Haven, FL 33880
(863) 412-9004 or (863) 968-0630

October 5, 2022

Jvice@townofdundee.com

Town of Dundee
202 E Main St
Dundee, FL

Proposal

Town Hall – Removal of two trees & stump grind	\$4200
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Lake Menzie – Removal of two trees	\$2500
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Development Service building – 124 Dundee Rd – Removal of leaning tree with route system & 1 palm	\$3500
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Job Cost	\$10,200
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Sincerely,

Tyron Summerall

** Payment due at time of service.



Briggs Tree Service, LLC
8297 Champions Gate Blvd # 525
Champions Gate FL 33896

Proposal #2027761
Created: 10/06/2022

Proposal For

Town of Dundee

main: 863-514-6636
jvice@townofdundee.com

Location

202 E Main St
Dundee, FL 33838

202 E Main St 33838

Terms
Net 15

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Remove Oak tree that was damaged in storm and Sweetgum tree in same area. Clean area and haul debris from service	1	\$ 4,300.00	\$ 4,300.00
Grind it's stump 6-8 inches below ground grade. Leave grindings to settle.	2	\$ 300.00	\$ 600.00
W Lake Menzie park Remove 2 storm damage trees. Cut stumps approximately 1 foot high. Clean area and haul debris from service.	1	\$ 5,000.00	\$ 5,000.00
124 Dundee rd Remove fallen tree by roadway. Cut off at root flare. Remove 2 palm trees in same area. Cut stump 3 to 4 inches high. Also, 1 downed. Limb. Clean area and haul debris from service	1	\$ 5,300.00	\$ 5,300.00
Have county lines marked in area. This does not include personal lines such as irrigation and outdoor lighting. ONCE LINES HAVE BEEN MARKED. HOMEOWNER MUST GIVE APPROVAL TO GRIND STUMP. IF ANY PIPES, CABLES, WIRES, ETC ARE UNDER THE STUMP HOMEOWNER UNDERSTANDS BRIGGS TREE SERVICE IS NOT RESPONSIBLE FOR DAMAGE TO THEM AND IS NOT RESPONSIBLE TO FIX THEM OR FOR THE COST ASSOCIATED WITH FIXING THEM, HOMEOWNERS TAKES FULL RESPONSIBILITY FOR DAMAGE TO UNDERGROUND UTILITIES.	1	\$ 0.00	\$ 0.00



1. **PAYMENT TERMS:** Payment for products, materials and services, plus costs incurred, is due by CUSTOMER upon receipt of services, invoice and/or statement. If it is necessary for BRIGGS to file a Lien or Lien Related Document against CUSTOMER, CUSTOMER shall pay all costs incurred by BRIGGS to prepare, file, and record any Notices, Liens, and/or Lien Related Documents. The terms and conditions of this Agreement shall control all future purchases by Customer from BRIGGS until replaced with a new Agreement. All CREDIT/DEBIT card payments are subject to a processing fee of 2.25%

2. **PAST DUE ACCOUNTS:** Over-due balances will be charged a late penalty of 1.5% if not fully paid in accordance with the Payment Terms paragraph above. Any and all outstanding balances shall then bear interest from such time until paid at the rate of 18% per annum.

3. **CANCELLATION:** CUSTOMER agrees that when work is scheduled by BRIGGS and is not cancelled by CUSTOMER at least four (4) business days prior to scheduled work by BRIGGS, then BRIGGS is entitled to collect from CUSTOMER its customary CANCELLATION CHARGE.

4. **COLLECTION AND/OR LEGAL ACTIONS:** In the event CUSTOMER fails to pay for products and services purchased from BRIGGS and/or fails to abide by the terms, covenants or conditions of this Agreement, and BRIGGS should bring action, suit or proceeding to enforce the terms hereof or to recover damages, then and in that event BRIGGS shall be entitled to collect the costs of such action, suit or proceeding, including a reasonable attorneys fees for BRIGGS attorney on both the trial and appellate court levels. The terms and conditions of this Agreement and services rendered and/or monies owed shall be governed by the laws of the State of Florida, and venue for the collection of monies owed BRIGGS, enforcement and/or interpretation of this Agreement shall be in Polk County, Florida.

BY SIGNING BELOW CUSTOMER AGREES TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

SUBTOTAL	\$ 15,200.00
TOTAL	\$ 15,200.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos



4) removal



4) removal



4) removal

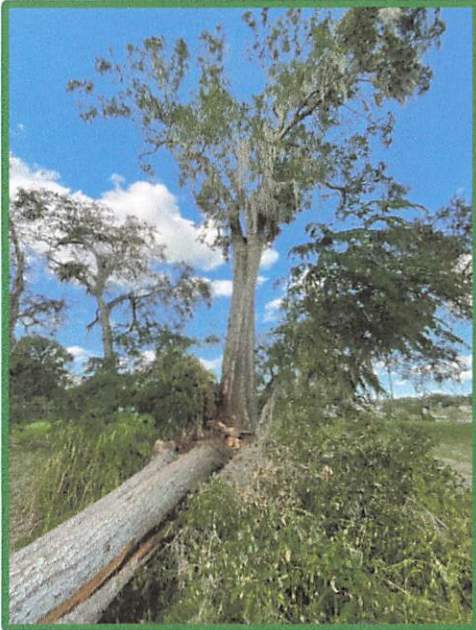


4) removal

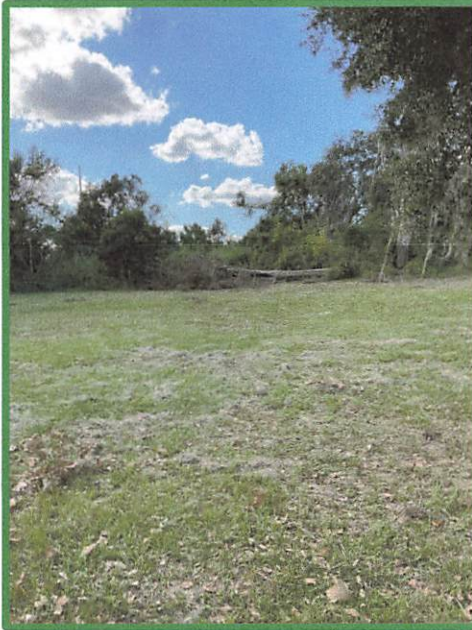




3) removal



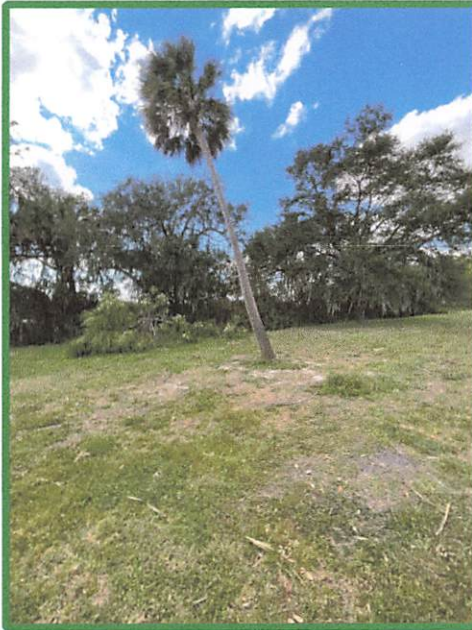
3) removal



3) removal

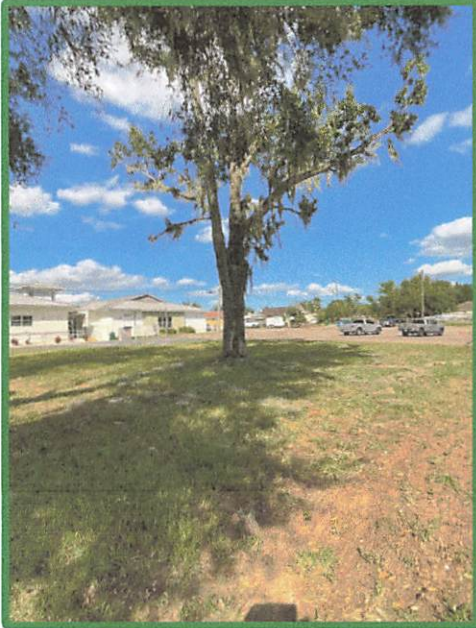


4) removal





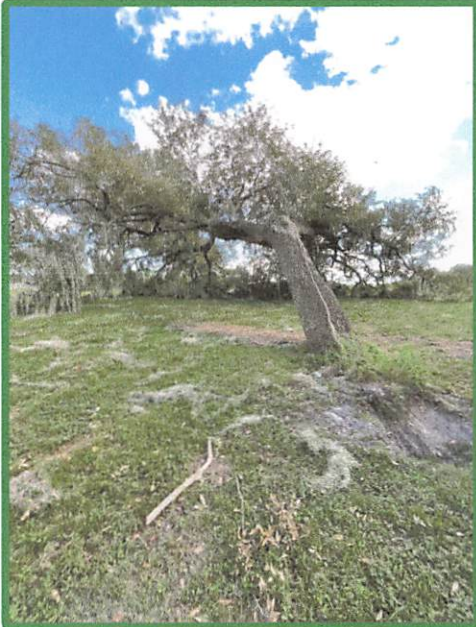
1) removal



3) removal



3) removal

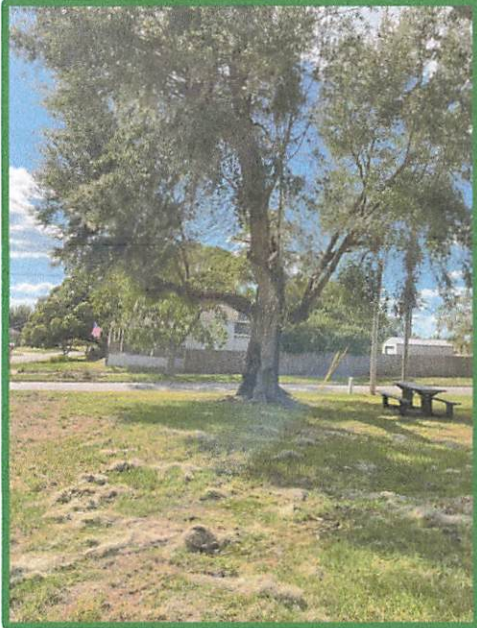


3) removal

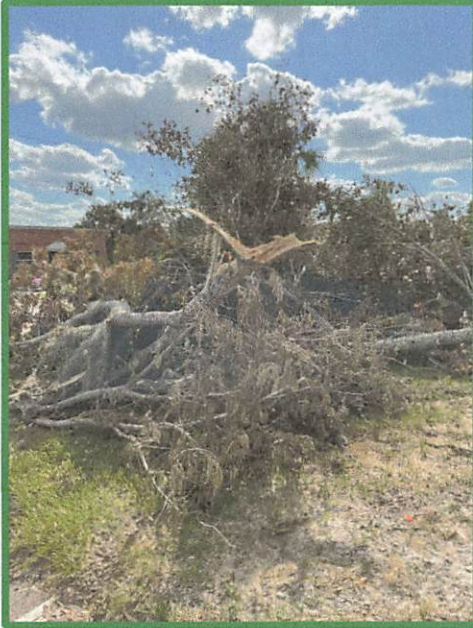




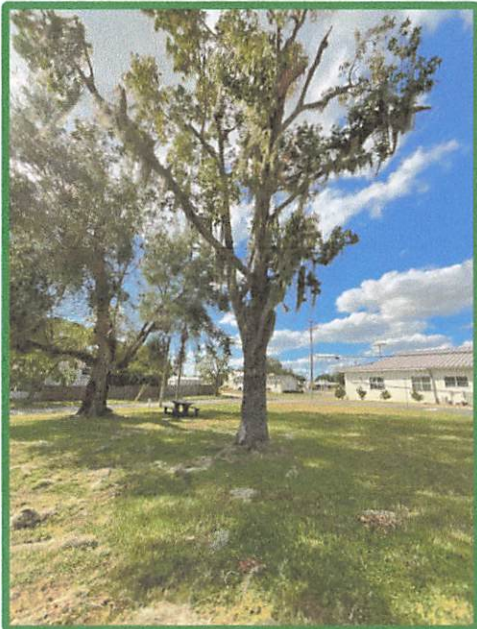
1) removal



1) removal



1) removal



1) removal



Ground Zero Tree And Environmental

INVOICE

Contacts

Bill To

John Vice
8635146636
jvice@townofdundee.com
Town Of Dundee

Invoice #1010

Issued 10/05/2022

Description	QTY	Price, USD	Amount, USD
Building at Center st. Remove two large Oaks behind building on Center st. Haul all debris	1	\$5,000.00	\$5,000.00
Behind building on Center St. Grind two large stumps behind building on Center St.	1	\$850.00	\$850.00
Downed oaks at lake Remove two large oaks blown over from storm damage. Haul all debris	1	\$5,200.00	\$5,200.00
Trees at Development Center Remove two large oaks downed from storm damage. Remove leaning palm tree. Remove downed rain tree. Haul all debris	1	\$6,700.00	\$6,700.00
Subtotal			\$17,750.00
Total			\$17,750.00