



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers 1600 Nela Avenue Belle Isle, FL 32809

Held the 1st and 3rd Tuesday of Every Month

Tuesday, December 06, 2022 * 6:30 PM

AGENDA

City Council Commissioners

Nicholas Fouraker, Mayor Vice-Mayor – Jim Partin, District 7

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck | District 4 Commissioner – Randy Holihan | District 5 Commissioner – Beth Lowell | District 6 Commissioner – Stan Smith

Welcome to the City of Belle Isle City Council meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or website at www.belleislefl.gov. If you are not on the agenda, please complete the yellow "Request to Speak" form to be handed to the City Clerk. The Council is pleased to hear relevant comments and has set a three-minute limit. Rosenberg's Rules of Order guide the conduct of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Please silence all technology during the session. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag** - Commissioner Karl Shuck, District 3
3. **Presentations**
 - a. Presentation of the Mayor's Annual "State of the City" Message to the City Council
 - b. Hurricane Heroes
4. **Consent Items** - These items are considered routine and previously discussed by the Council. One motion will adopt them unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately.
5. **Citizen's Comments** - Persons desiring to address the Council must complete and provide the City Clerk a yellow "Request to Speak" form. When the Mayor recognizes you, state your name and address and direct all remarks to the Council as a body, not individual council members, staff, or audience. Citizen comments and each section of the agenda where public comment is allowed are limited to three (3) minutes. Questions will be referred to staff and answered within a reasonable period following the meeting date.
6. **Unfinished Business**
7. **New Business**
 - a. Discuss/Approval of Land Acquisition
 - b. Approval of Purchase of New Boat Motor
 - c. Request for Authorization to Take Necessary Legal Action to Resolve Septic Tank Issue at 1615 Idaho Avenue
 - d. Discuss Report to OIA ANAC Committee
 - e. Discuss/Approve RFP for Centennial Event Consultant
 - f. Discuss/Approve RFP for Continuing Services Contract for Sidewalk Repair/Replacement
 - g. Discuss/Approve RFP for Comprehensive Plan Update Consultant
8. **Attorney's Report**
9. **City Manager's Report**
 - a. Issues Log
 - b. Chief's Report
 - c. Public Works Report
10. **Mayor's Report**
11. **Items from Council**
12. **Adjournment**



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Purchase of Property

Background: The City Council provided direction to the City Manager to investigate available properties that might be an asset to the City. In working with the City’s Broker, we looked at the property at 1209 Hoffner Avenue and issued a non-binding Letter of Intent to Purchase the property for \$200,000. The LOI was accepted by the owner. The City provided the \$25,000 in escrow from the funds remaining in the 2020 Bond Issue. As stated in the LOI, if the Council votes not to purchase this property, then the escrow will be refunded with no further obligation. The due diligence phase will expire on December 23, 2022. We are currently getting a Phase I Environmental survey completed and an updated property survey. This property is of interest to the City for several reasons: it can be used as park land or other ancillary city uses.

Staff Recommendation: The staff recommends that the City Council accept the offer and move forward with the purchase contingent on a positive environmental assessment.

Suggested Motion: I move to accept the offer to purchase the property at 1209 Hoffner Avenue for \$200,000 contingent on a clear environmental assessment.

Alternatives: Do not approve the purchase

Fiscal Impact: \$200,000 from the 2020 Bond Fund.

Attachments: LOI and property information

Property Detail Report

1290 HOFFNER AVE ORLANDO FL 32809

Owner Information

Owner Name 1	AQUINO, LEON	Owner Name 2	AQUINO, EILEEN
Mailing Address	5706 W DAKIN ST CHICAGO IL 60634	Owner Type	--
Vesting Code Desc	HUSBAND AND WIFE	Vesting Code	HW

Location Information

Legal Description
J H LIVINGSTONS SUB B/33 A PART OF LOT 12 BEING DESCRIBED AS: FROM THE INTERSECTION OF N R/W LINE OF HOFNER AV & W LINE OF LO

County	ORANGE	Parcel No. (APN)	18-23-30-5120-01-223
FIPS Code	12095	Alternative APN	--
Census Trct/Blk	014100/4	Legal Book/Page	--
Twnshp-Rnge-Sect	23S-30E-18	Map Reference	--
Legal Land Lot	12	School District	Orange
Legal Block	1	Subdivision	LIVINGSTON J H SUB

Last Market Sale Information

Recording Date	2021/05/11 00:00:00	New Construction	--
Sale Date	2021/05/11 00:00:00	1st Mtg Amount	\$108,700
Sale Price	\$145,000	1st Mtg Type	NEW CONVENTIONAL
Price Per SF	--	1st Mtg Doc. No.	20210284842
Price Per Acre	\$254,386	Sale Doc. No.	20210284841
Deed Type	WARRANTY DEED/DEED OF TRUST	Transfer Doc. No.	--
Seller Name	HOFFUER MANAGEMENT LLC,	Sale Type	RESIDENTIAL RESALE
Lender	SEACOAST NATIONAL BANK	Title Company	PROVINCIAL TITLE LLC

Last Transfer of Ownership

Recording Date	--	Book Number	--
Doc. Number	--	Page Number	--
Doc. Type	--		

Prior Sale Information

Recording Date	01/21/2020	Sale Type	INSURED NON-RESIDENTIAL GRANT DEED
Sale Date	01/21/2020	Transfer Doc. No.	20200037976
Sale Price	\$105,000	New Construction	--
Sale Doc. No.	20200037976	Title Company	CELEBRATION TITLE GROUP
Seller Name	PEREZ, SERGIO	Lender	--

Property Characteristics

Building Area	--	Total Rooms	--
No. of Units	--	Bedrooms	--
No. of Stories	--	Bathrooms	--
Year Built	--	Basement	--
Condition	--	Basement Area	--
Construction	--	Heat Type	--
Roof Type	--	Air Cond. Type	--
Roof Material	--	Fireplace	--
Parking Spaces	--		

Site Information

Zoning	R-1A	Assessor Acreage	0.57
County Use Code	0001	Calculated Acreage	0.57
County Use Code Desc.	VACANT RESIDENTIAL	Assessed Lot SF	24,981
Land Use Code	8001	Calculated Lot SF	24,982
Land Use Desc.	RESIDENTIAL-VACANT LAND	Assessor Lot W/D	0 / 0
Land Use Category	VACANT LAND	Topography	--

Tax and Value Information

Tax Year	2022	Improvement Value	--
Property Tax	\$1,943	Improvement %	--
Tax Rate Code	U-20	Market Value Year	2021
Tax Exemption	--	Total Market Value	\$88,000
Assessed Year	2021	Land Market Value	88000
Assessed Value	\$88,000	Market Imprv. Value	--
Land Value	\$88,000	AVM Value	--

Hazard Information

Flood Zone	--	Flood Panel	12095C0430F
Flood Panel Date	09/25/2009	Wetland Type	--
Wetland Classification	--		



November 15, 2022

Mr. David Plasencia, Esq.
Coldwell Banker Realty
400 S Park Ave. Ste 210
Winter Park, FL 32789-4320

Via Electronic Email: dplasencia@gmail.com

**Re: Non-binding Letter of Intent to Purchase
1290 Hoffner Ave., Belle Isle, FL 32809**

Dear Mr. Plasencia:

On behalf of **the City of Belle Isle, and/or Assigns, (Buyer)**, please consider this correspondence a letter of intent to purchase the above referenced property. The below items cover the major terms of the proposed purchase. By executing this Letter of Intent, the parties agree to make good faith efforts to agree on the terms of the Contract within ten (10) days following the date hereof. Nevertheless, neither party shall be under any binding obligation until such time as a mutually agreeable Contract is fully executed.

PROPERTY: **1290 Hoffner Ave, Orlando, FL 32809**
Approximately .57 ac, 24,964± SF
Orange County Parcel ID: 18-23-30-5120-01-223

OWNER(S): Leon & Eileen Aquino
5706 W Dakin St
Chicago, IL 60634

PURCHASE PRICE: The Purchase Price shall be **\$200,000.00**

EARNEST MONEY DEPOSIT: The Buyer shall place **\$25,000.00** into escrow within seventy-two hours of receipt of a fully executed purchase contract. Upon expiration of the Inspection Period (defined below) the Earnest Money Deposit shall be non-refundable to Buyer.

TERMS AND CONDITIONS: The terms would be cash to Seller at Closing. Buyer shall have the option to obtain financing.

INSPECTION PERIOD: The Buyer shall have **FORTY-FIVE (45)** calendar days to perform any inspection(s) the Buyer deems necessary.

If at the end of, or at any time during the Inspection Period Buyer chooses not to purchase the property, Buyer shall notify Seller in writing of Buyer's intent to terminate the agreement whereby Buyer's earnest money deposit shall be returned and both parties shall be relieved of any further obligation to one another.

If at the end of the Inspection Period Buyer fails to notify Seller in writing of Buyers intent to terminate the contract, then Buyer's Earnest Money Deposit shall become nonrefundable and the parties shall proceed towards Closing.

CLOSING: The Closing shall take place within **THIRTY (30)** calendar days from the end of the Inspection Period. All Earnest Money Deposits shall be applied to the Purchase Price at Closing.

CLOSING COSTS: Seller shall pay all costs associated with the title examination, the title insurance commitment and the title insurance policy, including endorsements. Seller shall pay the documentary stamp taxes on the instrument of conveyance and the cost of preparation and recording of any corrective instruments. Buyer shall pay the cost of recording the deed, the cost of Buyer's due diligence, survey expenses and any financing costs. Each party shall pay its own attorneys' fees.

BROKERS & COMMISSION: Buyer and Seller agree that there have been no other brokers associated or involved with this transaction other than Lloyd Commercial Advisors, LLC (Buyer's Representative) and Coldwell Banker Realty (Seller's Representative). The total commission due to the Buyer's Representative shall be based on a separately agreed upon Commission Agreement and payable only in the event the transaction closes. Upon closing between the parties, the Seller, at closing, shall be responsible for payment of a 3% commission to Buyer's Representative.

WARRANTIES & REPRESENTATIONS: Within three (3) days of a fully executed sales contract, Seller shall provide Buyer with all information that Seller has in Seller's possession for the purpose of allowing Buyer to investigate the property. This shall include building plans, surveys, environmental reports, appraisals, vendors contracts and any third-party studies, including HVAC and roof inspections, that Seller has in Seller's possession.

TIME FOR ACCEPTANCE: This offer shall naturally expire and terminate at 5:00 pm on Friday November 18th, 2022 if not accepted by Seller.

Naturally, this letter shall be non-binding on both parties and is intended only to establish a general meeting of the minds in good faith. The Buyer reserves the right to modify, withdraw or nullify this offer at any time.

Sincerely,

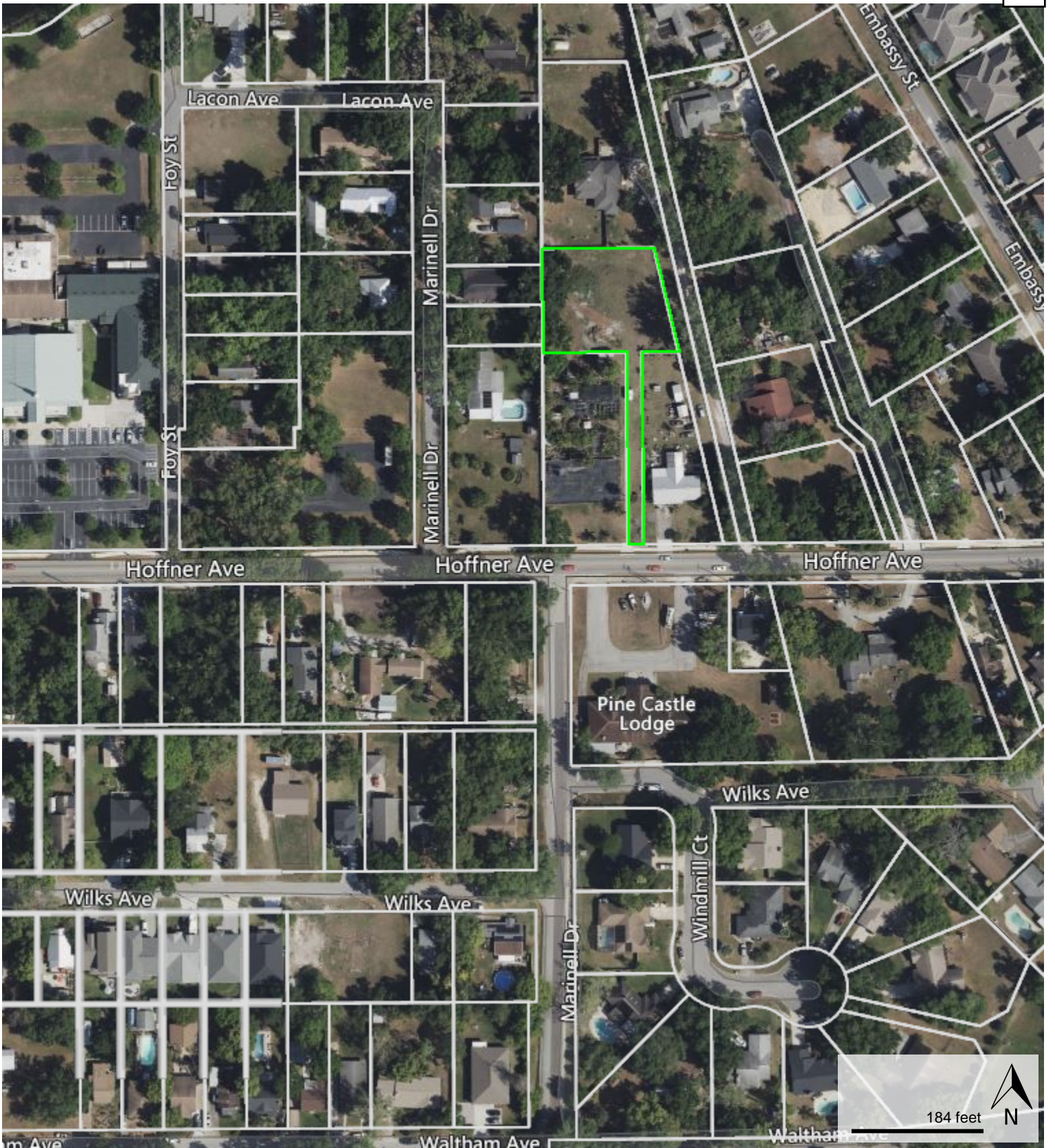


Scott Lloyd CCIM, RPA
Lloyd Commercial Advisors, LLC
Cell (407) 963-7558
Scott@LloydCA.com

I have read the following offer and the terms and condition are accepted:

By: _____

Date: _____





**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Purchase of New Boat Motor

Background: The Marine Patrol needs a new motor for one of their Boats. Last year the City budgeted \$50,000 to purchase a new boat; however last year, the cost of the new boat increased when the government contract rate increased. Instead, the BIPD purchased a personal water craft which allowed for better enforcement. No vessels were included in the current budget due to the purchase of the PWC; however anew motor is needed.

In accordance with the City’s Purchasing Policy, any purchase that is between \$15,999 and \$49,999 must be approved by the City Council if the item to be purchased is not included in the approved budget for the department and a budget amendment is necessary. The policy also states that at least three (3) written quotes must be obtained for the purchases of goods and services costing from \$2,501 to \$49,999.

Staff Recommendation: The staff recommends that the City Council approve the purchase of a new motor from Portside Marine in the amount of \$23,674.00.

Suggested Motion: I move to approve the purchase of a motor from Portside Marine in the amount of \$23,674.00

Alternatives: Do not approve the purchase

Fiscal Impact: \$23,674.00

Attachments: Quotes



Belle Isle Police Department

December 1, 2022

Interoffice Memorandum:

TO: Bob Francis
City Manager

FROM: Chief Laura Houston *LAH*

RE: Purchase of Boat Engine

The engine on the BIPD Pathfinder is now four years old, has over 1,400 hours on it and is showing wear. Funds were budgeted to purchase a new vessel, but the government contract rates are no longer available, so we are requesting to purchase of a new boat engine. The approximate cost is \$24,000. We will sell the old engine to attempt to recoup some of the cost. Three quotes were obtained and are attached. Please let me know if you need any additional information.

Portside Marine, LLC

2730 Forsyth Rd
Winter Park FL 32792
407-249-1124

Belle Isle Police Depart

Buyers Order

Date 10/18/2022

1521 NELA AVE
Belle Isle Police Depart, FL 32809

Deal No.
Salesperson Dean Bent II
Lienholder None

H 407-454-4983 W

C (407) 454-4983

Email jmillis@belleislepolice.org

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	Suzuki	DF250		0003BU-BAU	\$19,980.00

Options:

White Motor 200

\$380.00 M

Dealer Unit Price	\$19,600.00
Factory Options	\$380.00
Added Accessories	\$3,694.00
Freight	\$0.00
Dealer Prep	\$0.00

Estimate

Install	\$1,400.00	D
Stainless Prop	\$525.00	D
Analog Rigging	\$989.00	D
Digital Gauge MFG	\$780.00	D

Cash Price	\$23,674.00
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$23,674.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00

Notes:

Trade Information

Total Other Charges	\$0.00
Sub Total (Net Sale + Other Charges)	\$23,674.00
Cash Down Payment	\$0.00
Total Amount Due	\$23,674.00

WE DO NOT ACCEPT CHECKS! *** Out of state purchases must be paid in full prior to delivery.*** DEPOSITS ARE NON-REFUNDABLE!! *** PRICING ALREADY INCLUDES MANUFACTURER REBATES/DISCOUNTS! ***Any credits/rebates/discounts applied to the customers account will only be valid for ONE year;after which time will be null and void! *** USED BOAT/MOTOR/TRAILER are sold "AS IS" with NO warranty *** Storage will be charged 7 days after repairs are done. \$10 per day & interest 1.5% monthly

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted. All boat/motor/trailers (i.e. customer belongings) left on premises must be picked up within 14 days of sale date or will be forfeited. We are not responsible for any property after 14 days. Portside is not responsible for loss/damage from inclement weather, theft, fire, vandalism, accident, etc. out of our control while on premises.

*** Section 403.718, Florida Statutes for Tire Waste Fee; Section 403.7185 Florida Statutes for Battery Waste Fee. All prices are subject to change without prior notice.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



Jeremy Millis <jmillis@belleislepolice.org>

Fwd: Estimate 1117 from Pirates Best Marine

3 messages

joey ess <joeypirates@gmail.com>
To: jmillis@belleislepolice.org

Mon, Jun 13, 2022 at 10:17 AM

Good Morning here is your estimate
Thanks Joey

----- Forwarded message -----

From: **Pirates Best Marine** <quickbooks@notification.intuit.com>
Date: Mon, Jun 13, 2022 at 10:15 AM
Subject: Estimate 1117 from Pirates Best Marine
To: <joeypirates@gmail.com>

Dear DF250APXW4,

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Have a great day,
Pirates Best Marine

----- Estimate -----

720 Mullet Rd Ste K
Cape Canaveral, FL 32920 US
321-783-0008

Estimate #: 1117
Date: 03/11/2022
\$28,093.12

Address:

DF250APXW4

DIAMOND MOTORS AND MARINE **MARINE RETAIL BUYER'S ORDER**
 911 N. Dixie Freeway New Smyrna Beach, FL 32168
 (386) 424-9000 FAX (386) 424-5633

Cust. No. _____
 Date: _____
 SALESPERSON NAME: Grant Meiring

b.

Buyer: _____ D.O.B: _____ LIC.# _____
 Co-Buyer: _____ D.O.B: _____ LIC.# _____
 Phone: _____ Work # _____
 Address: _____

hereby agrees to purchase from DIAMOND MOTORS hereinafter referred to as Seller, subject to all terms, conditions and agreements contained herein, the following: NEW USED

YEAR	MAKE	MODEL	SERIAL or VIN.#
2022	Suzuki	DF250TX4	
YEAR	MAKE	MODEL	SERIAL or VIN.#
YEAR	MAKE	MODEL	SERIAL or VIN.#

Diamond Marine Price	\$23,900.00	Special Requests
Control Box, Wiring harness, Throttle	Included	
Cables, analog tach, stainless prop, key/kill		
Switches, labor for installation		
UPGRADE to Digital C10 Gauge		
Total Sales Price	\$23,900.00	
Trade In Allowance	\$	
Sub Total	\$	DESCRIPTION OF TRADE-IN IF APPLICABLE
Florida Sales Tax/ Volusia County Tax	\$1,459.00	†Trade allowance quoted subject to mechanical inspection
License, Title & Reg/ Fl. Doc Stamp	\$	YEAR MAKE MODEL
Amount Total	\$25,359.00	SERIAL OR VIN.#
Amount Received	\$	YEAR MAKE MODEL
Balance Due	\$	SERIAL OR VIN.#

DISCLAIMER OF WARRANTIES
 NEW or Used OUTBOARD MOTOR: All warranties on this new outboard motor are those offered by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of Merchantability or FITNESS FOR PARTICULAR PURPOSE and the Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the outboard motor, boat or boat trailer. This disclaimer by the Seller in no way affects the terms of the Manufacturer's warranty. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages. Purchaser hereby acknowledges that he/she has read and understands the above and that Seller has made available to him/her prior to the purchase, the factory warranty which purchaser understands constitutes all of the warranties with respect to the sale of this new outboard motor, boat or boat trailer.
 USED OUTBOARD MOTOR: In the event that the outboard motor being purchased is a used outboard motor, boat or boat trailer, Purchaser hereby acknowledges that the above disclaimer will also apply to said used outboard motor, boat or boat trailer, EXCEPT AS MAY BE EXPRESSED COMPLETELY IN WRITING BY THE SELLER ON SEPARATE INSTRUMENT DELIVERED TO THE PURCHASER. ALL USED OUTBOARD MOTORS, BOATS OR BOAT TRAILERS ARE SOLD "AS IS - WITH NO WARRANTY". Purchaser hereby acknowledges that Seller has made available to him/her and Purchaser had read any limited warranty delivered to him/her by separate instrument and that said limited warranty constitutes all of the warranties with respect to the sale of this used outboard motor, boat or boat trailer and that any implied warranty that may not be waived by law is limited to the duration of said limited warranty. Purchaser understands that any new or remaining Manufacturer's warranties in used outboard motor, boat or boat trailer are not the responsibility of the Seller.

ADDITIONAL TERMS AND CONDITIONS
 This Order shall not become binding upon either the Purchaser or the Seller until the outboard motor described above is physically delivered and Purchaser has received the Disclosures required under Federal Law, if applicable. In the case of a credit sale, the Seller shall not be obligated to sell until the finance source approves this Order and agrees to purchase a retail installment contract between the Purchaser and the Seller based on this Order. The trade-in allowance shown in this Order is the amount that the Seller agrees to allow at the time the Purchaser accepts delivery and completes the Order. In the event of any disagreement over the value of the outboard motor, boat or boat trailer traded in, Seller will not be liable for any more than the wholesale market value as determined by the loan value of the outboard motor, boat or boat trailer as shown in the Black Book less the estimated cost of reconditioning same. The Purchaser agrees that all provisions stated herein are part of this Order supersedes any prior agreement and is the complete and exclusive agreement on the subject matters covered by this Order. Further, Purchaser and Seller agree that no person is authorized to make any representations beyond those expressed in this Order. Verbal promises by salesman are not valid and any promises or understandings not herein specified in writing are hereby expressly waived by the Purchaser. The Purchaser warrants that he/she is of majority age and further warrants that all statements made by him/her are true and correct, and that the Seller may accept them as being true representations of existing facts. You certify that the above information is complete and accurate. You authorize an investigation of your credit and employment history and the release of information about your credit experience. Purchaser has read all the provisions of this Order including the Disclaimer of Warranties. Purchaser acknowledges that he/she has received a true copy of this Order and that the Order had been completely filled in and signed. If any legal action is brought regarding this outboard motor, boat or boat trailer or this transaction, venue and jurisdiction shall lie exclusively in Volusia County, FL. The undersigned hereby knowingly, voluntarily, intentionally and irrevocably waives the right to a trial by jury in respect of any litigation based hereon or arising out of this agreement. † This charge represents costs and profit to the Seller/Dealer for items such as preparation of documents, affidavits, notary service, temporary tag (if applicable), and all other handling services connected with the sale, financing, licensing and fitting of the outboard motor, boat or boat trailer.

*Fully Installed and/or Rigging to include for single engine install: New Suzuki Throttle Control Box w/cables, Key switch w/EMG Kill & harness, Multifunction Monitoring Tach whamass, Prop, All labor to install & Water Test - Paired or triple install: New Suzuki Dual Throttle Control Box w/Power Trim-III/Cables, Key switches w/EMG Kill & harness, Multifunction Monitoring Tach whamass, Adapter harness's, Stainless Steel Tie bar w/brackets(if req'd), Cable & Wiring Harness Tube w/Thru Hull Collars (if applicable), Props, All labor to install & Water Test.

*All other equipment including Non-essential Gauges, battery cables, fuel lines, water separators, jack plates, steering parts and/or optional accessories are with additional charges and will be billed by the service dept. on separate service tickets per customer approval.

Storage Charges: No storage charges shall accrue to be due and payable for a period of 5 working days from the date you are notified that the work on your vessel has been completed. After that date, the daily charge for storage of your vessel will be \$10.00.

Used/or take-off, or disposed of Motors not picked up or collected within 30 days from new motor delivery are considered abandoned and will be a wholesale unit and property of Diamond Motors and Marine

DEALER RETAINS ALL MANUFACTURERS REBATES

X _____ Date ___/___/___ Accepted By _____
 Purchasers Acceptance of Aforementioned Notes Above

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

THIS ORDER NOT VALID UNLESS ACCEPTED BY AN AUTHORIZED OFFICER OF THE COMPANY.

	Qty	Rate	Amount
DF250APXW4	1	21,830.00	21,830.00T
67000-98L00	1	1,798.00	1,798.00T
37100-98L20	1	175.00	175.00T
36620-98L00	1	244.35	244.35T
34000-96L67	1	730.00	730.00T
990C0-01E30-GLM	2	33.95	67.90T
S.S	1	560.00	560.00T
LABOR	1	850.00	850.00T

SubTotal: \$26,255.25
 Tax: \$1,837.87
 Total: \$28,093.12

 Estimate_1117_from_Pirates_Best_Marine.pdf
67K

Jeremy Millis <jmillis@belleislepolice.org>
 To: joey ess <joeypirates@gmail.com>

Tue, Oct 18, 2022 at 8:53 AM

Joey - Can I get a current quote for our repower? We are going to move forward with this soon. I need a current quote to present to the City Manager.
 [Quoted text hidden]

Jeremy Millis
 Lieutenant
 Belle Isle Police Department
 P-407-240-2473
 F-407-850-1616

joey ess <joeypirates@gmail.com>
 To: Jeremy Millis <jmillis@belleislepolice.org>

Wed, Oct 19, 2022 at 2:05 PM

Good afternoon Jeremy I have a df250txw4 in stock. The only difference is this motor is a cable motor not drive by wire. The df250txw4 is a little cheaper too. 25,500 out the door.

b.

|| me with any questions.321-783-0008
|| nks Joey

[Quoted text hidden]



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager, and D. Langley, City Attorney

Subject: Request for Authorization to Take Necessary Legal Action to Resolve Septic Tank Issue at 1615 Idaho Avenue.

Background: The City has received and verified complaints regarding a broken and leaking septic system located at 1615 Idaho Avenue. While the City itself has initiated code enforcement action against the property owners and the State of Florida has issued its own notice to abate a sanitary nuisance to the owners, these actions have merely resulted in the imposition of fines and liens. Regardless of the fines and liens imposed against the property, the owners have yet to take appropriate corrective actions with regard to the broken septic system, which has continued to result in the flow of raw sewage from the property onto the streets and into the local stormwater systems.

Staff Recommendation: Authorize the City to undertake legal action to enforce the City’s Code and abate the sanitary nuisance located at 1615 Idaho Avenue, including the filing of a lawsuit for injunctive and other appropriate relief.

Suggested Motion: I move that we approve the City’s filing of a lawsuit to enforce the City’s Code and seek abatement of the sanitary nuisance at 1615 Idaho Avenue.

Alternatives: Do not authorize lawsuit to cause abatement of nuisance at 1615 Idaho Avenue (no action by the Council is required if the Council does not authorize legal action).

Fiscal Impact: Expenditure of attorney’s fees to file and prosecute lawsuit for nuisance abatement.

Attachments: Packet including documents describing the unsanitary conditions at 1615 Idaho Avenue, the City and State’s documentation with regard to code enforcement and administrative actions taken against the owners of 1615 Idaho Avenue, and correspondence among concerned citizens, the City’s code enforcement personnel, and state and county health department officials.



**Florida Department of Health
in Orange County
COMPLAINT INVESTIGATION RECORD**

EHD Complaint #: 48-99-371505

Date: 08/10/2022 Time: 12: c.

Taken by: Jocelyne Leon

Report Method: Email/Website

Assigned to: ThebergeJ

Complaint Log#: _____

Property ID: _____

LOCATION OF REPORTED PROBLEM:

Facility Permit #: 48-22-0272

Jason Smith

NAME OF BUSINESS OR PERSON AT COMPLAINT LOCATION

1615 idaho Avenue

Orlando

FL

32809

STREET # OR LOCATION DESCRIPTION

City

State

ZIP

Driving Directions: comp#22-0272

COMPLAINANT Name: Code Enforcement

Phone: () ext: _____

Address: _____
STREET City State ZIP

OWNER/AGENT INFORMATION:

Phone: () ext: _____

Address: _____
STREET City State ZIP

OCCUPANT Name:

Phone: () ext: _____

COMPLAINT DESCRIPTION:

A septic tank is leaking and sewage is flowing down the street.

PROGRAM : 65 Sanitary Nuisance

COMPLAINT ISSUE: Sewage

FINDINGS & ACTIONS TAKEN

(Key to Actions: R=Research; I=Investigation; P=Photographs; C=Correspondence; S=Samples;
E=Enforcement;F=Referral; N=Notification)

Date	Action		By
08/10/2022	E	NTA sent [redacted] for review.	Theberge
08/10/2022	I	Observed cement slabs with sewage overflow surrounding them. Observed odor and flies.	Theberge
08/11/2022	C	Police department called regarding this property. They provided me with the property owners number 407- 388-4932	Leon
08/17/2022	I	Did not observe any saturation, overflow, odor, or flies.	Theberge
08/17/2022	N	NTA sent to property via regular mail.	Leon
08/23/2022	C	Received an email from Laura (Belle Isle Police). about how the issue is still not fixed. I sent her an email and an update on the property and what my findings were.	Leon

First Date Investigated: _____ Date Completed: _____ Legal Notice: _____ Complainant Notified: 08/17/2022

Status: Pending

Days to Inv: _____ Days to Complete: _____

Actions: 9 Photos Taken: No

Signature of Investigator

Date

Reviewer's Initials



**Florida Department of Health
in Orange County
COMPLAINT INVESTIGATION RECORD**

EHD Complaint #: 48-99-371505

Date: 08/10/2022 Time: 12:00 c.
 Taken by: Jocelyne Leon
 Report Method: Email/Website
 Assigned to: ThebergeJ
 Complaint Log#: _____
 Property ID: _____

LOCATION OF REPORTED PROBLEM: Facility Permit #: 48-22-0272

Jason Smith
 NAME OF BUSINESS OR PERSON AT COMPLAINT LOCATION

1615 idaho Avenue Orlando FL 32809
 STREET # OR LOCATION DESCRIPTION City State ZIP

Driving Directions: comp#22-0272

COMPLAINANT Name: Code Enforcement Phone: () ext: _____

Address: _____
 STREET City State ZIP

OWNER/AGENT INFORMATION: _____ Phone: () ext: _____

Address: _____
 STREET City State ZIP

OCCUPANT Name: _____ Phone: () ext: _____

COMPLAINT DESCRIPTION:

A septic tank is leaking and sewage is flowing down the street.

PROGRAM : 65 Sanitary Nuisance **COMPLAINT ISSUE:** Sewage

FINDINGS & ACTIONS TAKEN			
Date	Action	(Key to Actions: R=Research; I=Investigation; P=Photographs; C=Correspondence; S=Samples; E=Enforcement; F=Referral; N=Notification)	By
08/24/2022	I	SV- Observed a saturation, an odor, dirt looks wet at time of inspection. I spoke with property owner and he stated clear flow came out to do a pump out for the septic tank a few days ago. I asked him for an invoice he stated that I should reach out to the company. Property owner thinks he got a 4015 but is not sure. Property owner also states that he is in the process of getting a new septic system but needs to gather money. I told him while he gets that worked out he needs to do regular pump outs and that sewage should never be observed.	Leon
08/25/2022	I	Called clear flow (407-982-7755) to see if they did a pump out on the property on 8/12/22. They also sent a quote for a new septic system by Property owner might not go throw with clear flow. Clear flow stated they will send an invoice on what work was done. Clear flow did not do a 4015 on they system.	Leon
08/31/2022	I	Observed no sewage at time of inspection. No saturation, odor, or flies.	Theberge

First Date Investigated: _____ Date Completed: _____ Legal Notice: _____ Complainant Notified: 08/17/2022

Status: Pending Days to Inv: _____ Days to Complete: _____

Actions: 9 Photos Taken: No

Signature of Investigator _____ Date _____ Reviewer's Initials _____



Florida Department of Health

COMPLAINT INVESTIGATION RECORD

EHD Complaint #: 48-99-37 c

Date: 8/10/22 Time: 7:38AM

Taken by: Jocelyne Leon

Report Method: Email

Assigned to:

Complaint Log #: 22-0272

Property ID:

Special Instructions: (Gate, etc.)

LOCATION OF REPORTED PROBLEM: Facility Permit #: _____

Name: _____

NAME OF BUSINESS OR PERSON AT COMPLAINT LOCATION

Address: 1615 Idaho Ave Belle Glade FL 33401

STREET # OR LOCATION DESCRIPTION City State ZIP

COMPLAINANT INFORMATION: Name: Code enforcement

Phone: 407-849-8450

Address: _____ Street City State ZIP Email Address

OWNER/AGENT INFORMATION: Name: _____

Address: _____ Street City State ZIP Phone: _____

OCCUPANT: Name: _____ Phone: _____

COMPLAINT ALLEGATION: A septic tank is leaking and sewage is flowing down the street.

PROGRAM: (Circle one) (Reference Environmental Health Coding Pamphlet (DHP 50-21))

06 / 44 / 45 / 47 / 48 / 49 / 50 / 51 / 52 / 53 / 54 / 55 / 56 / 57 / 58 / 59 / 60 / 61 / 62 / 63 / 64 / 65 / 66 / 67 / 68 / 69 / 70 / 71 / 72 / 73 / 75 / 76

COMPLAINT ISSUE: (Circle one) ()

- Sewage • Unpermitted Activity • Water Quality • No Water • Standing Water • Odors • Animal Waste • Rodents / Harborage • Insect Infestation • Restrooms • Dumpster Issues • Dumping / Spills • Garbage • Maintenance • Food Safety / Hygiene • Food / Water / Vector-borne Illness • Equip / Safety / Operations • IAQ • Community Assessment • Other ()

FINDINGS & ACTIONS TAKEN

Table with columns: Date, Action, By. Contains handwritten entries for 8/10, 8/10, 8/17, and 8/24/22.

First Date Investigated: _____ Date Completed: _____ Legal Notice: Yes / No Complainant Notified: _____

Status: New / Pending / Legal / Abated / Invalid / Other Completed / Referred (to Agency: _____)

Signature of Investigator _____ Date _____ Reviewer's Initials _____ Photos Taken: _____





Clear Flow Environmental

820 West Landstreet Road | Orlando, Florida 32824
4079827755 | admin@clearflowseptic.com | www.clearflowseptic.com

RECIPIENT:

Paul Smith
1615 Idaho Avenue
Belle Isle, Florida 32809

Invoice #12002

Issued Aug 17, 2022
Due Aug 17, 2022
Paid Aug 24, 2022

Total \$0.00
Account Balance 30.00

Invoice

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
-------------------	-------------	------	------------	-------

Aug 17, 2022

Residential Pump Out	Pump out septic tank	1	\$300.00	\$300.00*
----------------------	----------------------	---	----------	-----------

PAID

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Terms & Conditions:

-WHAT'S NOT COVERED UNDER THIS CONTRACT

Customer at his/her sole expense is responsible for and must accommodate the company in providing the proper access. Customer to arrange for movement of fences, sprinkler systems, trees, plants, sod, shrubs, driveways, sidewalks, walkways or any attachable / detachable structures. We are also not responsible for any underground utilities.

-AUTHORITY TO EXECUTE-CONTRACT AGREEMENT

Customer warrants and represents that he/she has authority to enter into this contract agreement and that the person signing this agreement has been duly authorized to execute this agreement on behalf of the property owner.

Subtotal	\$300.00
Discount	- \$300.00
Total	\$0.00
Paid	- \$0.00
Invoice balance	\$0.00
Account balance	\$0.00



Clear Flow Environmental

820 West Landstreet Road | Orlando, Florida 32824
4079827755 | admin@clearflowseptic.com | www.clearflowseptic.com

Notes Continued...

-DELAYS

The company shall be excused of any delays in completion of the contract caused by acts of God, acts of owner or owner's agents, stormy weather, labor trouble, acts of public utilities, public bodies, or inspectors, extra work, failure of owner to make payments promptly or other contingencies unforeseen beyond reasonable control of contractor.

-PAYMENT / DEPOSIT

Claims unless otherwise agreed in writing, all contracts require 50% down on contract price before commencement of work will begin. Customer agrees to remit payment in full as agreed on front of this contract agreement. Customer is responsible for timely payments and will be liable for any and all collection fees associated with collecting any balance due, including but not limited to attorney fees, collection agencies, and any fees necessary for collecting monies owed. Interest will occur on any unpaid balances a 1.5% per month. Payments returned for any reason are subject to a service fee of \$30.00. No retainer shall be held whatsoever, unless agreed to by our office. If any payment is not made within 15 days of billing date, the amount due shall bear interest at the highest rate allowed by law.

-VENUE IN LITIGATION

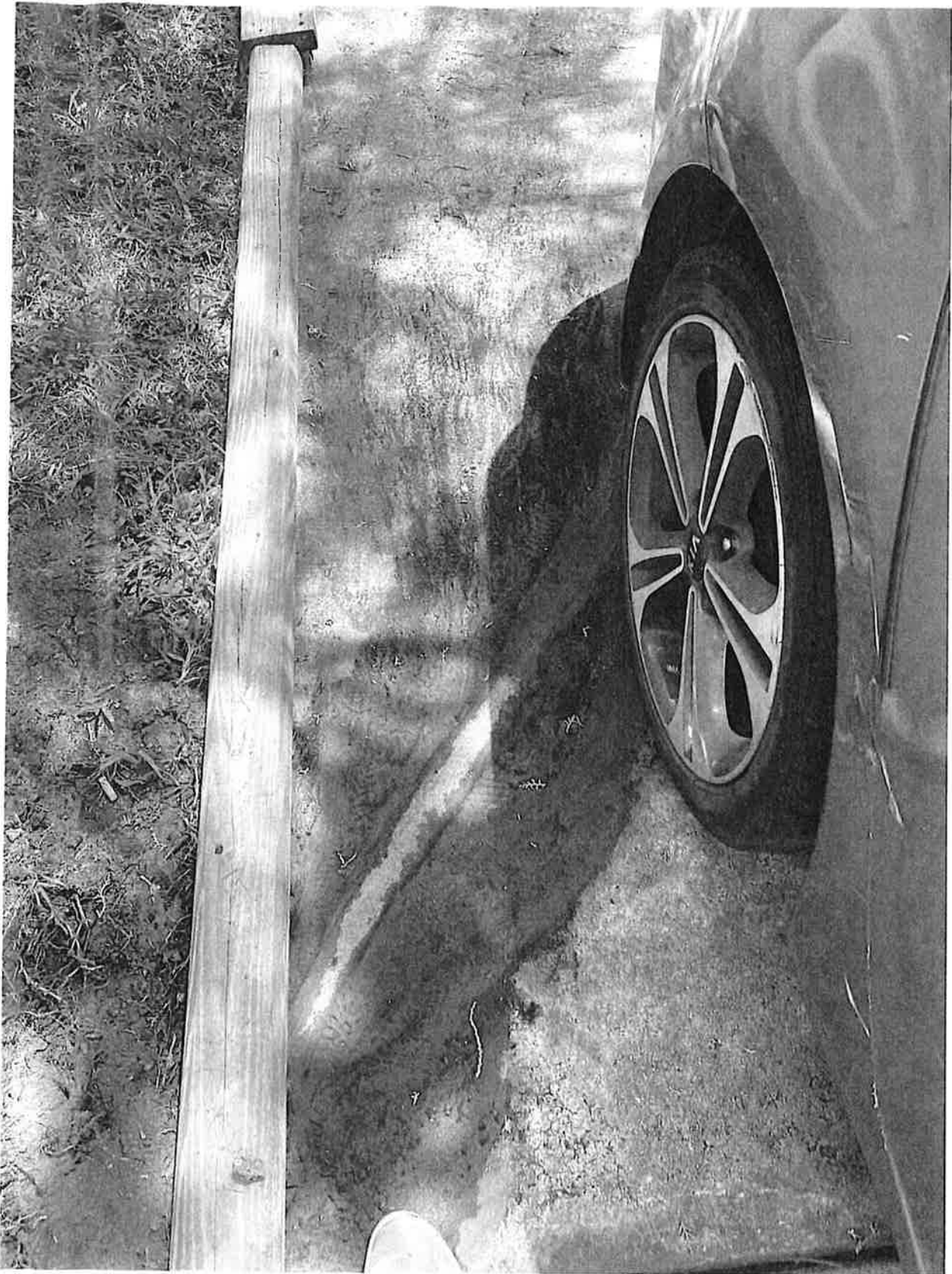
The company shall not be liable for any liabilities, claims, demands, expenses, or losses incurred by the customer or other parties as a result of any claim, suit or proceeding based on {1} changes in applicable laws or regulations after the services are completed, {2} Acts or occurrences outside the scope of the service, {3} Failure of the customer to obtain required permits, licenses, or approvals, {4} Customer acknowledges that all billing, account receivables, and credit functions are processed through company's headquarters location Orlando, Florida the county of Orange. Venue for any reason shall lie exclusively in Orange County, Florida. The prevailing party in any litigation shall be entitled to reasonable fees to include attorney's fees, court cost and any fees associated with such action.

-CANCELLATION POLICY

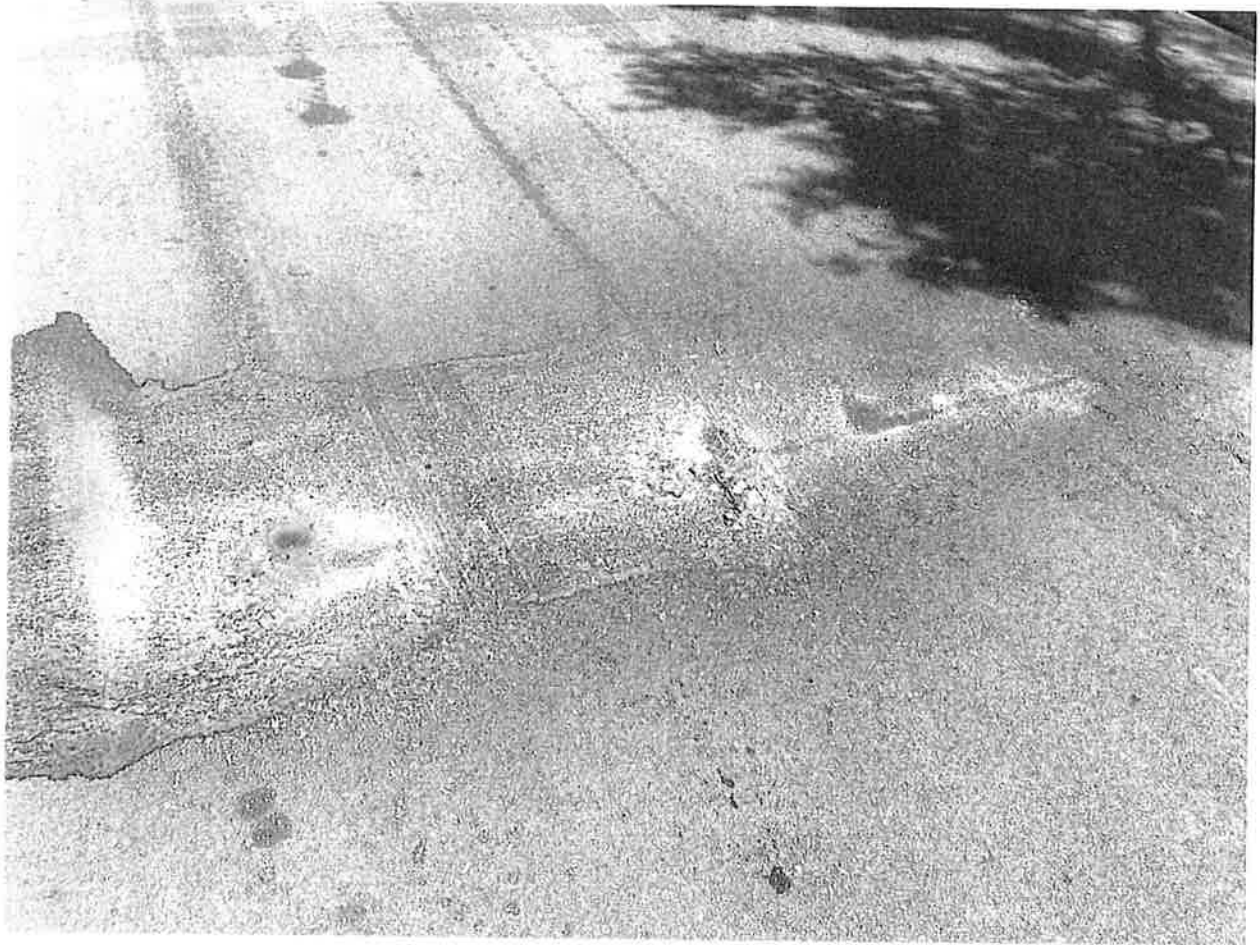
All cancellation must be received by us in writing within 72 hours of signing contract. After we receive the notice in writing, you will be entitled to full refund for services not performed after your payment has cleared our bank. If you want to cancel in 72 hours you will be charged prorata for services performed plus a cancellation fee of 25% of the total contract price. Clear Flow Environmental, LLC may cancel only for fraud, material misrepresentation, nonpayment, or if required to do so by a governmental authority. If Clear Flow Environmental, LLC cancels this contract for any of those reasons it shall be entitled to prorata payment for work performed plus a cancellation fee of 25% of the total contract price.

-EXTRA WORK

If during the performance of its obligation under this agreement Clear Flow Environmental, LLC discovers conditions that were not readily observable during the execution of this contract which may require additional labor and or materials, then Clear Flow Environmental, LLC shall be entitled to supply the additional labor and materials without the consent of the customer. Customer also agrees to pay Clear Flow Environmental, LLC a reasonable additional charge for those materials and labor. It is not uncommon for a governmental agency to require more work than originally proposed. For instance, the health department may determine that due to the current water table the drainfield must be elevated, such charges will result in an additional cost. LIMITED WARRANTY INFORMATION: If any governmental authority requires any changes to work, as proposed by company, or if the system was designed by a third party, there is no warranty as to design. All work performed shall be in compliance with all local, state and federal laws, regulations, guidelines, and conformance with the scope of work. Clear Flow Environmental, LLC guarantees owner that the construction performed on or upon that certain structure located at the address located on reverse side of the agreement to be free from defects in material and workmanship for a period of one year from the date of commencement of use, substantial completion or date of notice of completion, whichever is the first to occur. The standard limited warranty applies and is limited as follows; {1} To property only as long as it remains in the possession of the original owner named on reverse side of this contract. {2} If construction work has not been subject to accident, misused or abused, {3} To the construction work that has been modified, altered, defaced and/or had repairs made by others, {4} That the contractor be immediately notified in writing within 10 days of first knowledge of defect by owner or his/her agents, {5} That contractor shall be given first opportunity to make any repairs, replacements and/or corrections to the defective construction, {6} Under no circumstance shall the contractor be liable by virtue of this warrant or otherwise for damages to a person or property, {7} Excluded from this warranty are materials and workmanship covered by other manufacturer warranties.

















Leon, Jocelyne P

From: Leon, Jocelyne P
Sent: Tuesday, August 23, 2022 3:42 PM
To: Laura Houston
Subject: RE: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

Yes, He told me the same thing. He gave me a company that I will call to confirm this. I told him he will need more than a pump out. He will need a 4015 or a new septic that will need a permit my our department. We did send him a notice to abate and a time to get it done or start the process.

Jocelyne P Leon

Environmental Specialist II
Sanitary Nuisance Program
Florida Department of Health in Orange County
1001 Executive Center Drive, Suite 200, Orlando, FL 32803
Phone: (407)723-5241
Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>
Twitter: [GOHealthyOrange](#)

From: Laura Houston <lhouston@belleislepolice.org>
Sent: Tuesday, August 23, 2022 3:36 PM
To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>
Subject: Re: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

You don't often get email from lhouston@belleislepolice.org. [Learn why this is important](#)

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

How interesting! He swore to our Code Enforcement officer that he did a pump out. He could not provide the receipt. He told me he does not have the money for a pump out, much less a new septic system.

On Tue, Aug 23, 2022 at 3:33 PM Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov> wrote:

Hey Laura,

Just wanted to give you an update on this property. I did go by today and I saw some saturation on the ground. The property owner said he is working on getting a new septic system installed. I did tell him in the mean time he needs to have a pump out so the septic system doesn't over flow. We will keep doing weekly inspections till it gets fixed.

Thank you,

Jocelyne P Leon

Environmental Specialist II

Sanitary Nuisance Program

Florida Department of Health in Orange County

1001 Executive Center Drive, Suite 200, Orlando, FL 32803

Phone: (407)723-5241

Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Laura Houston <lhouston@belleislepolice.org>

Sent: Tuesday, August 23, 2022 9:20 AM

To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Subject: Fwd: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

You don't often get email from lhouston@belleislepolice.org. [Learn why this is important](#)

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: michael statham <mrstatham@yahoo.com>

Date: Tue, Aug 23, 2022 at 8:07 AM

Subject: Re: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

To: <belleislecityfl@user.govoutreach.com>

Cc: Laura Houston <lhouston@belleislepolice.org>, Patrick Albery <palbery@belleislepolice.org>

Problem still not solved. As of this morning. Still oozing from the hole.



Sent from Yahoo Mail on Android

On Sat, Aug 13, 2022 at 1:02 PM, City of Belle Isle

<belleislecityfl@user.govoutreach.com> wrote:

Dear Michael,

Your request # 15 was recently closed with an option to fill out our customer service survey. As of today, the survey has not been filled out. The survey takes less than 60 seconds to complete and we would greatly appreciate your feedback.

This is in reference to the Complaint

you submitted on 07/27/2022 1:28 PM

Topic: Other

Location:

Description: Complaining on neighbor at 1615 Idaho Ave. Hole in front yard, hanging clothes on his fence, pool is green and not being maintained, seems to have no power and has generator running for power.

Reason Closed: Spoke to Paul @ 1615 Idaho. Hole in front yard has been filled. Stated he hangs clothes on his clothes wire in back yard, not on fence. Power seems to be back on at residence and have not heard a generator running. Was unable to get pictures of pool. Mr. Statham was going to try and get me a few pictures, but have not received them at this time. Property in compliance at this time.

Please click on the link below to access the online survey.

<http://user.GovOutreach.com/belleislecityfl/survey.php?cid=6404094&access=6536383733383237>

Thank you,

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

c.

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Complaint #: 22-0275
08/17/2022
Page 1 of 2

OFFICIAL NOTICE TO ABATE A SANITARY NUISANCE

Mailed to: Jason Paul Smith
1615 Idaho Avenue
Belle Isle, FL 32809

Re: 1615 Idaho Avenue
Belle Isle, FL 32809

You are hereby directed to abate an unsanitary condition(s) existing at the property under your control located at 1615 Idaho Avenue, Belle Isle, FL 32809. This property is located within the boundaries of Orange County, Florida and is subject to the laws of the State of Florida. Persons who cause or allow to be maintained on their property conditions which can be injurious to the health of individuals or the public may be subject to fines or penalties if the conditions are not abated after proper notice.

An inspection on 08/10/2022 of the property referenced above found the following:

Observed Condition	Which is a Violation Of:	To Be Corrected By:
Sewage on the ground <i>(Sewage observed on the ground at side of building, photos taken)</i>	F.S. 386.041(1)(a)	08/31/2022
Conditions capable of breeding arthropods <i>(Observed flies at sewage overflow, photos taken)</i>	F.S. 386.041(1)(e)	08/31/2022

Florida Statute and Florida Administrative Code provide the following:

Florida Statute. 386.041 (1)- The following conditions existing, permitted, maintained, kept, or caused by any individual, municipal organization, or corporation, governmental or private, shall constitute prima facie evidence of maintaining a nuisance injurious to health:

- (a)** Untreated or improperly treated human waste, garbage, offal, dead animals, or dangerous waste materials from manufacturing processes harmful to human or animal life and air pollutants, gases, and noisome odors which are harmful to human or animal life.
- (e)** The creation, maintenance, or causing of any condition capable of breeding flies, mosquitoes, or other arthropods capable of transmitting diseases, directly or indirectly to humans.

At this time, we recommend that you pursue one or more of the following actions in order to abate the sanitary nuisance:

- 1.) Do not attempt to fix the septic system yourself, septic repairs require a permit from this office.**
- 2.) Do not attempt to pump or empty septic system yourself.**

- 3.) Contract the services of a licensed Septic Tank Contractor to pump and evaluate the septic system using attached DH form 4015 and return to me for review by 08/31/2022.
- 4.) It may be necessary to pump the tank and clean area on a frequent basis until any required repairs can be permitted and made.
- 5.) Provide receipts, or other documentation showing the work completed for review by 08/31/2022.
- 6.) Have lime applied to the entire yard where sewage saturated into the ground by 08/31/2022.
- 7.) If any additional repairs to the septic system are required, have your licensed septic contractor submit an application for septic repair to this office by 08/31/2022.
- 8.) Contact this office immediately to discuss your intended course of action.

The condition(s) listed above constitute a sanitary nuisance which must be corrected by the dates given above. Failure to correct the condition(s) within the specified time periods will result in the department pursuing administrative action. This may include the imposition of a fine of up to \$500.00 per day, per violation, against the person(s) causing or maintaining the nuisance condition(s), F.S. 381.0061.

This Notice Is Served By:

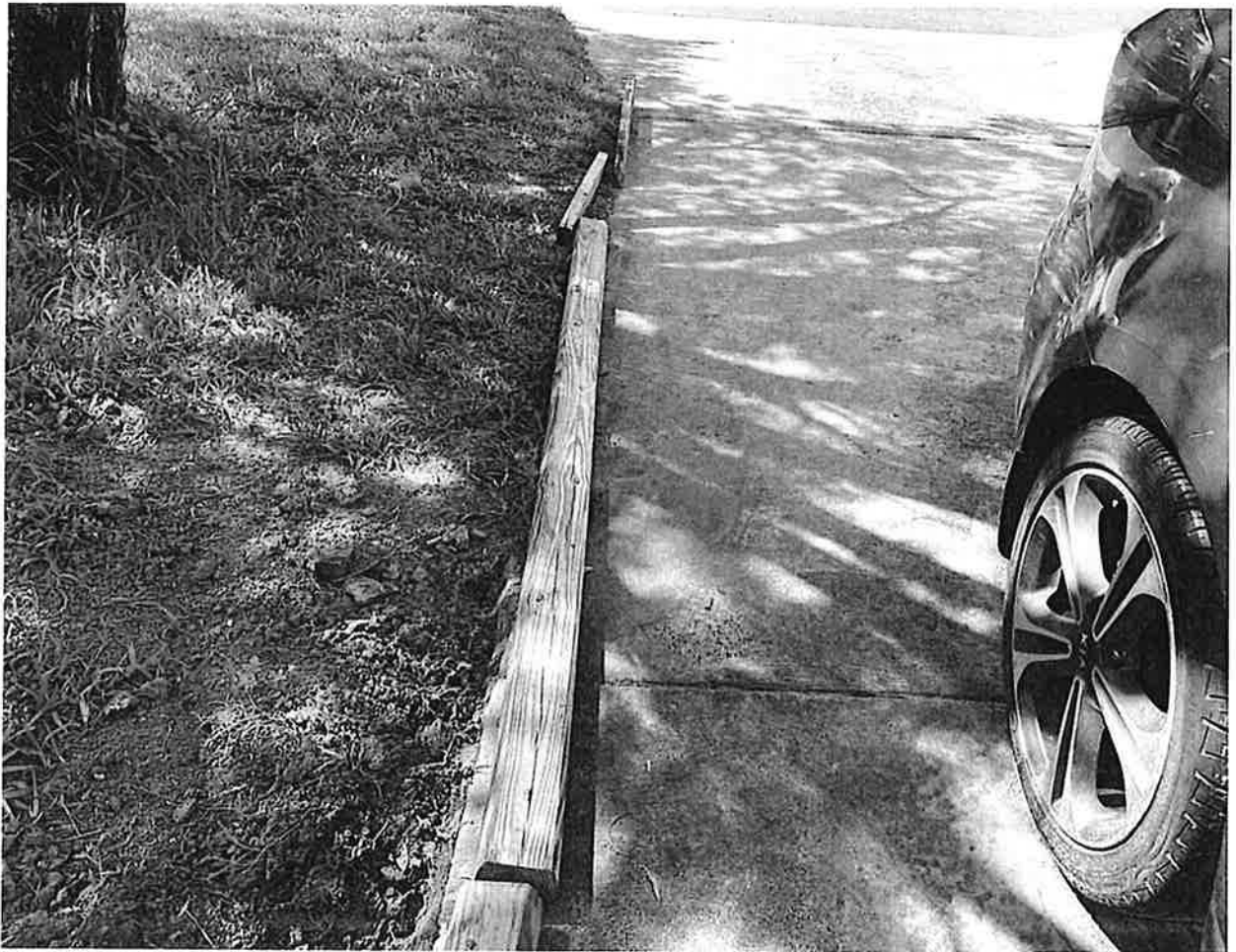
Name: Jocelyne Leon / Signature 

Title: Environmental Specialist II

Phone: 407-723-5241 E-mail: Jocelyne.Leon@flhealth.gov

*Note: Serving may be accomplished by either personal delivery of the notice, through certified mail to the last known address, or by attachment of this notice to an occupied office or residence. [2013-FOSN-KD]

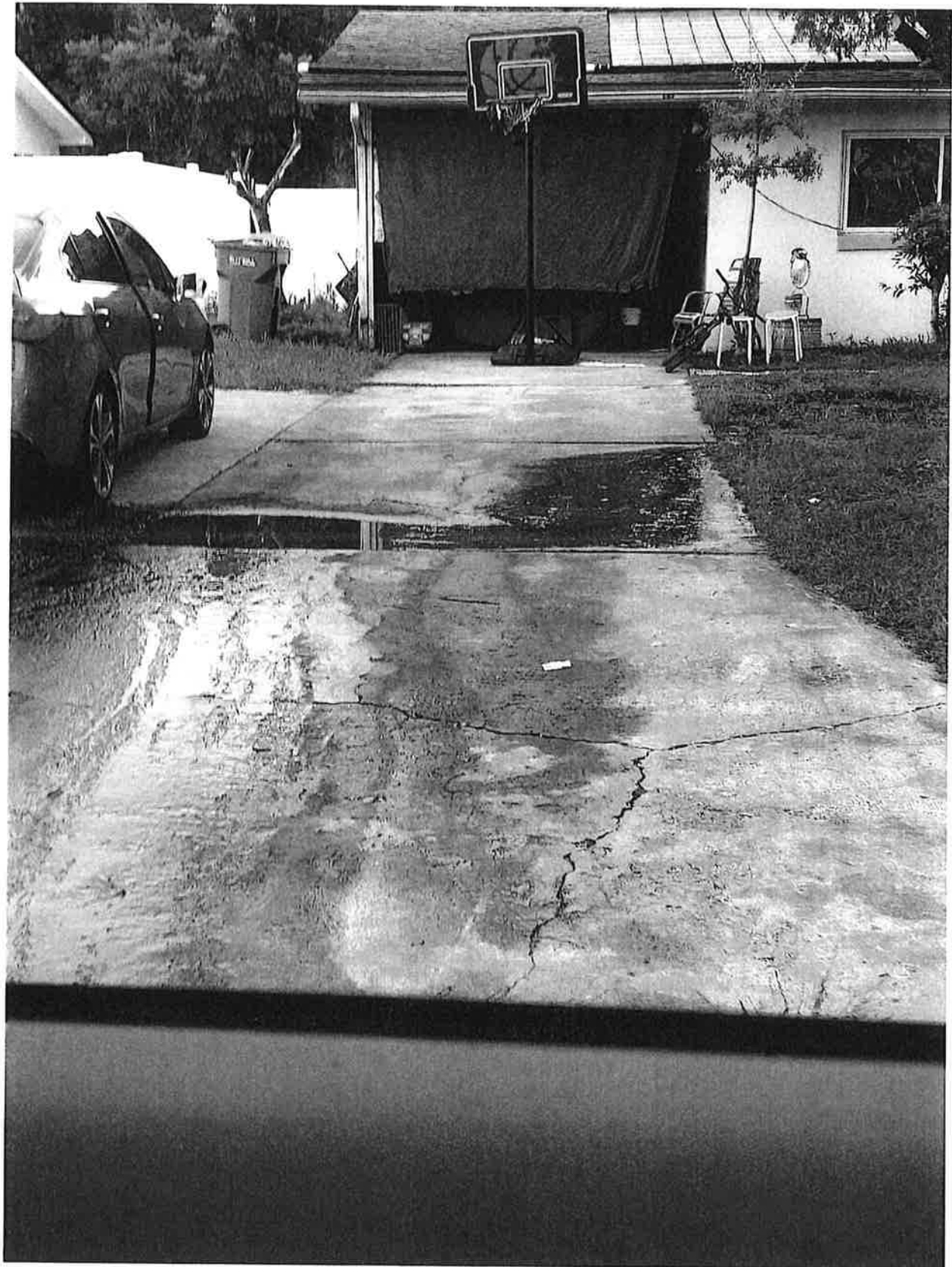




Mike Statham mrstatham@unoo.com

1615 Idaho Ave

c.







Leon, Jocelyne P

From: Lundie, Nicolette A
Sent: Tuesday, August 9, 2022 5:02 PM
To: Leon, Jocelyne P; Alamo-Rodriguez, Miryea L
Cc: Theberge, Joseph; Harriss, E Bart; Brock, Brendan L
Subject: Sanitary Nuisance Complaint from Code Enforcement

Importance: High

Good afternoon,

Received a phone call from Matthew with Belle Isle code enforcement (407-849-8450); he reports that a septic tank is leaking and sewage is flowing down the street and into City's storm drain. The address is 1615 Idaho Ave, 32809.

Thank you,

Nicolette Lundie, REHS
Onsite Program Supervisor
Florida Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, Florida 32803
Phone: (407) 723-5224
<http://orange.floridahealth.gov>
Twitter: GOHealthyOrange

RE: Belle Isle Police Department

Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Thu 9/1/2022 8:02 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>

Cc: Patrick Albery <palbery@belleislepolice.org>

Good morning,

I have attached all documents related to this case.

Thank you,

Jocelyne P Leon

Environmental Specialist II

Sanitary Nuisance Program

Florida Department of Health in Orange County

1001 Executive Center Drive, Suite 200, Orlando, FL 32803

Phone: (407)723-5241

Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Matthew Rabeau <mrabeau@belleislepolice.org>

Sent: Wednesday, August 31, 2022 4:39 PM

To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Cc: Patrick Albery <palbery@belleislepolice.org>

Subject: Belle Isle Police Department

You don't often get email from mrabeau@belleislepolice.org. [Learn why this is important](#)

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Good Evening,

My name is Matthew Rabeau and I am the Code Enforcement Officer that is working on the 1615 Idaho, Belle Isle septic issues. Can you please provide me with any and all documents/reports and tests that you have for this property so that we may add this to our file also.

Thank you,

Code Enforcement Officer

Matthew Rabeau

407-849-8450

Re: 1615 Idaho**Bob Francis** <bfrancis@belleislefl.gov>

Wed 8/24/2022 1:52 PM

To: Laura Houston <lhouston@belleislepolice.org>

Cc: Matthew Rabeau <mrabeau@belleislepolice.org>; Patrick Albery <palbery@belleislepolice.org>; Travis Grimm <tgrimm@belleislepolice.org>; Tracey Richardson <trichardson@belleislefl.gov>

The neighbors should buy the lot and split it so they both have over 100 feet of frontage. No, I want the property lien because if he's given an offer and sells quickly, then we are out the money. I do not trust anyone to do the right thing. Continue to fine him and secure the fines with a lien.

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov

On Wed, Aug 24, 2022 at 1:42 PM Laura Houston <lhouston@belleislepolice.org> wrote:

FYI

I talked to Paul Smith from 1615 Idaho today. He does not have the money to replace the septic tank. He said the liquid coming out of the hole that someone else dug in his front yard has something to do with the septic but it is dry today. I explained he has \$1,300 in outstanding fines to the City of Belle Isle and we would be presenting this to the City Manager to lien the property. He said he has spoken to several realtors attempting to sell the house as is. He received an offer today. He asked for a little more time before liening his property. I told him to contact me in 48 hours to give me an update.

--

Chief Laura Houston
407.240.2473

Fwd: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

Laura Houston <lhouston@belleislepolice.org>

Tue 8/23/2022 3:43 PM

To: Matthew Rabeau <mrabeau@belleislepolice.org>; Patrick Albery <palbery@belleislepolice.org>; Travis Grimm <tgrimm@belleislepolice.org>

----- Forwarded message -----

From: **Leon, Jocelyne P** <Jocelyne.Leon@flhealth.gov>

Date: Tue, Aug 23, 2022 at 3:42 PM

Subject: RE: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

To: Laura Houston <lhouston@belleislepolice.org>

Yes, He told me the same thing. He gave me a company that I will call to confirm this. I told him he will need more than a pump out. He will need a 4015 or a new septic that will need a permit my our department. We did send him a notice to abate and a time to get it done or start the process.

Jocelyne P Leon

Environmental Specialist II

Sanitary Nuisance Program

Florida Department of Health in Orange County

1001 Executive Center Drive, Suite 200, Orlando, FL 32803

Phone: (407)723-5241

Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Laura Houston <lhouston@belleislepolice.org>

Sent: Tuesday, August 23, 2022 3:36 PM

To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Subject: Re: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

You don't often get email from lhouston@belleislepolice.org. [Learn why this is important](#)

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How interesting! He swore to our Code Enforcement officer that he did a pump out. He could not provide the receipt. He told me he does not have the money for a pump out, much less a new septic system.

On Tue, Aug 23, 2022 at 3:33 PM Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov> wrote:

Hey Laura,

Just wanted to give you an update on this property. I did go by today and I saw some saturation on the ground. The property owner said he is working on getting a new septic system installed. I did tell him in the mean time he needs to have a pump out so the septic system doesn't over flow. We will keep doing weekly inspections till it gets fixed.

Thank you,

Jocelyne P Leon

Environmental Specialist II

c.

Sanitary Nuisance Program

Florida Department of Health in Orange County

1001 Executive Center Drive, Suite 200, Orlando, FL 32803

Phone: (407)723-5241

Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Laura Houston <lhouston@belleislepolice.org>

Sent: Tuesday, August 23, 2022 9:20 AM

To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Subject: Fwd: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

You don't often get email from lhouston@belleislepolice.org. [Learn why this is important](#)

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: michael statham <mrstatham@yahoo.com>

Date: Tue, Aug 23, 2022 at 8:07 AM

Subject: Re: ^_City^_ of ^_Belle^_ ^_Isle^_ Survey for Closed Request # 15 [6536383733383237]

To: <belleislecityfl@user.govoutreach.com>

Cc: Laura Houston <lhouston@belleislepolice.org>, Patrick Albery <palbery@belleislepolice.org>

Problem still not solved. As of this morning. Still oozing from the hole.



c.



48

c.



49

[Sent from Yahoo Mail on Android](#)

On Sat, Aug 13, 2022 at 1:02 PM, City of Belle Isle

<belleislecityfl@user.govoutreach.com> wrote:

Dear Michael,

Your request # 15 was recently closed with an option to fill out our customer service survey. As of today, the survey has not been filled out. The survey takes less than 60 seconds to complete and we would greatly appreciate your feedback.

This is in reference to the Complaint you submitted on 07/27/2022 1:28 PM

Topic: Other

Location:

Description: Complaining on neighbor at 1615 Idaho Ave. Hole in front yard, hanging clothes on his fence, pool is green and not being maintained, seems to have no power and has generator running for power.

Reason Closed: Spoke to Paul @ 1615 Idaho. Hole in front yard has been filled. Stated he hangs clothes on his clothes wire in back yard, not on fence. Power seems to be back on at residence and have not heard a generator running. Was unable to get pictures of pool. Mr. Statham was going to try and get me a few pictures, but have not received them at this time. Property in compliance at this time.

Please click on the link below to access the online survey.

<http://user.GovOutreach.com/belleislecityfl/survey.php?cid=6404094&access=6536383733383237>

Thank you,

Patrick Albery

c.

--

Chief Laura Houston

407.240.2473

--

Chief Laura Houston

407.240.2473

--

Chief Laura Houston

407.240.2473



Fwd: City of Belle Isle Message About Request #: 15

Patrick Albery <palbery@belleislepolice.org>

Tue 8/23/2022 9:18 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>

----- Forwarded message -----

From: **City of Belle Isle** <noreply@user.govoutreach.com>

Date: Tue, Aug 23, 2022 at 9:16 AM

Subject: City of Belle Isle Message About Request #: 15

To: <palbery@belleislepolice.org>

The requestor added the following information to Request # 15

Message: Patrick,

Please continue to monitor, I witnessed them disconnect the drain line from the pool in order to drain it prior to you requiring them to close the hole up. I saw the owner bailing water out of the hole on Sunday at dusk with a bucket. That is not residual rain water. It did not rain at all yesterday. It is pool water from an unconnected drain line. In my opinion, you should have them open the hole back up so you can inspect the actual pipe connection. Pumping out the septic tank does not repair or require the lines being connected, just suction into the tank.

Thank you.

Mike

On Tuesday, August 23, 2022 at 08:37:18 AM EDT, City of Belle Isle

<belleislecityfl@user.govoutreach.com> wrote:

Request Information

Request type: Complaint

Request area: Other

Citizen name: Michael Statham

Description: Complaining on neighbor at 1615 Idaho Ave. Hole in front yard, hanging clothes on his fence, pool is green and not being maintained, seems to have no power and has generator running for power.

Expected Close Date: August 6, 2022

c.

[Click here to access the request](#)

Note: This message is for notification purposes only. Please do not reply to this email. Email replies are not monitored and will be ignored.

--

Patrick Albery

Code Enforcement/

Community service Officer

407-849-8450

Fwd: ^_City^_ of ^_Belle^_ ^_Isle^_ Message About Request # 15 [6536383733383237]

Laura Houston <lhouston@belleislepolice.org>

Tue 8/23/2022 8:31 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>; Patrick Albery <palbery@belleislepolice.org>; Travis Grimm <tgrimm@belleislepolice.org>

----- Forwarded message -----

From: **michael statham** <mrstatham@yahoo.com>

Date: Tue, Aug 23, 2022 at 7:57 AM

Subject: Re: ^_City^_ of ^_Belle^_ ^_Isle^_ Message About Request # 15 [6536383733383237]

To: City of Belle Isle <belleislecityfl@user.govoutreach.com>

CC: Laura Houston <lhouston@belleislepolice.org>

The repair has not been completed as the septic line is still draining onto the street. Hopefully you can view it this morning early.

[Sent from Yahoo Mail on Android](#)

On Sat, Aug 20, 2022 at 12:24 PM, michael statham <mrstatham@yahoo.com> wrote:

Patrick,
1615 is draining their pool again. Just thought you should know in the street again.
Thx
Mike

[Sent from Yahoo Mail on Android](#)

On Sun, Aug 7, 2022 at 4:48 PM, michael statham <mrstatham@yahoo.com> wrote:

Patrick, what is the other code enforcement phone number so I can forward this to them as well.
Thx

[Sent from Yahoo Mail on Android](#)

On Sun, Aug 7, 2022 at 4:45 PM, michael statham <mrstatham@yahoo.com> wrote:



Patrick

Please see the attached photo previously sent. Look at the right side of the truck on the driveway. The drive and street are the outfall for this. This hole was not reopened and the pipe repair made. The water is coming from the location of the filled hole.

Thx.

MStatham

[Sent from Yahoo Mail on Android](#)

On Sun, Aug 7, 2022 at 4:40 PM, City of Belle Isle
<belleislecityfl@user.govoutreach.com> wrote:

---If replying by email, enter your reply above this line---

Dear Michael,

Good Afternoon Mr. Statham, when I spoke to resident they said they were making a repair to a pipe then filling the hole which I'm guessing they didn't do or finish. When it comes to the pool, you are correct, it can not be drained through septic or directly to the street. It needs to be drained through the yard that acts as a filter before it gets to roadway or storm drain. You said there was a picture attached, but I cant seem to see it or find it if you could try sending again or send to code enforcement phone via text. The other Code officer will be in for the next few days, I will update him on situation. Thank you

This is in reference to the Complaint you submitted
on: 07/27/2022 1:28 PM

Description: Complaining on neighbor at 1615 Idaho Ave. Hole in front yard, hanging clothes on his fence, pool is green and not being maintained, seems to have no power and has generator running for power.

You may reply to this email to send a response or you can
view this request online at:

<<http://user.govoutreach.com/belleislecityfl/case.php?id=6404094&access=6536383733383237>>

--

Chief Laura Houston
407.240.2473

Fwd: City of Belle Isle Message About Request # 15 [6536383733383237]

Bob Francis <bfrancis@belleislefl.gov>

Thu 8/11/2022 7:35 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>

Cc: Travis Grimm <tgrimm@belleislepolice.org>; Laura Houston <lhouston@belleislepolice.org>

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov

----- Forwarded message -----

From: **michael statham** <mrstatham@yahoo.com>

Date: Thu, Aug 11, 2022 at 7:34 AM

Subject: Re: City of Belle Isle Message About Request # 15 [6536383733383237]

To: <belleislecityfl@user.govoutreach.com>Cc: Bob Francis <bfrancis@belleislefl.gov>, Karl Shuck <district3@belleislefl.gov>

To whom it may concern. Pool at 1615 Idaho still draining into the street. Please see attached photo. Is it customary for the city to accommodate this illegal behavior? This has been going on for a couple of weeks.

Thank you.

Mike

c.



[Sent from Yahoo Mail on Android](#)

On Sun, Aug 7, 2022 at 5:23 PM, City of Belle Isle
<belleislecityfl@user.govoutreach.com> wrote:

---If replying by email, enter your reply above this line---

Dear Michael,

Its same number (407-849-8450). I do see the photo now. Thanks

This is in reference to the Complaint you submitted

on: 07/27/2022 1:28 PM

Description: Complaining on neighbor at 1615 Idaho Ave. Hole in front yard, hanging clothes on his fence, pool is green and not being maintained, seems to have no power and has generator running for power.

You may reply to this email to send a response or you can
view this request online at:

<<http://user.govoutreach.com/belleislecityfl/case.php?id=6404094&access=6536383733383237>>



CITY OF BELLE ISLE, FL
1600 Nela Avenue, Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

CITY OF BELLE ISLE, FLORIDA
Petitioner,

Date: September 8, 2022

VS.

Case #: CE-2022-0151

SMITH PAUL JASON LENZ KATHERINE MARIE
Parcel ID.: 29-23-25-5884-19-181
1615 IDAHO AVE BELLE ISLE, FL 32809-6816


ORDER IMPOSING FINE / LIEN

THIS CAUSE came for public hearing before the Code Enforcement Special Magistrate of the City of Belle Isle on **September 8, 2022** after due notice to the Respondent(s) at which time the Special Magistrate heard testimony under oath, received evidence and issued Findings of Fact, Conclusions of Law and Order, which was reduced to writing and thereafter furnished to the Respondent(s). Said Order required Respondent(s) to take certain corrective action(s) no later than October 23, 2022 or pay a fine in the amount of **\$100 per day** until the violation is corrected. In addition, he shall pay **\$1,925** which includes the **\$50 per day** assessed for non-compliance beginning August 11, 2022, plus the parking fine and late fee.

A Notice of Violation dated August 11, 2022 has been filed by the City of Belle Isle Code Enforcement Officer, which Affidavit certifies under oath that the required corrective action(s) to achieve compliance by the Respondent(s) have not been taken by the required date of **September 8, 2022**.

THAT BASED ON THE FOREGOING PREMISES, AND BY THE AUTHORITY OF SECTION 162.09, FLORIDA STATUTES, IT IS HEREBY ORDERED that the Respondent(s) **SMITH PAUL JASON LENZ KATHERINE MARIE** pay to the City of Belle Isle a fine in the amount of **\$1,925 and \$50 per day starting October 23, 2022**; said fine is hereby imposed on September 8, 2022 for \$1,925.

THIS ORDER SHALL BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND SUCH RECORDATION PURSUANT TO FLORIDA STATUTES SECTION 162.09, SHALL CONSTITUTE A LIEN AGAINST THE RESPONDENT(S) NON-HOMESTEAD REAL PROPERTY WHICH IS THE SUBJECT OF THIS ORDER AND ANY REAL OR PERSONAL PROPERTY FOUND WITHIN THE STATE OF FLORIDA NO SOONER THAN 21 DAYS FROM THE DATE OF THIS ORDER UNLESS THE RESPONDENT(S) REQUEST A HEARING IN WRITING TO CHALLENGE THE FINE AND THE RESULTING LIEN TO THE CITY OF BELLE ISLE AT THE ADDRESS LISTED ABOVE WITHIN 20 DAYS OF THE DATE OF THIS ORDER. ANY CHALLENGE TO THE FINE/LIEN SHALL BE LIMITED TO THE ISSUE OF COMPLIANCE BY THE DESIGNATED DATE AND NOT RE-HEARING OF THE VIOLATION.

By: 
Honorable Lindsay Greene

Dated: September 8/2022

City of Belle Isle Code Enforcement Special Magistrate

AFFIDAVIT OF SERVICE:

Service was made on Paul Smith (age & relationship to Respondent _____) at 1200 am / PM on September 8th, 2022 by Matthew Rabaeu, City of Belle Isle Code Enforcement Officer.

Matthew Rabaeu
Matthew Rabaeu, Code Enforcement Officer
My signature validates proper service per FS 162.12

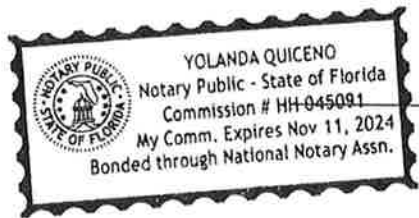
Per FS 162.12(c) and (d), valid service includes:

Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

In the case of commercial premises, leaving the notice with the manager or other person in charge.

PERSONALLY APPEARED before me, the above signed authority MATTHEW RABAEU who is personally known to me, and acknowledged that she did execute the forgoing Statement, and did not take an oath.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th DAY OF SEPTEMBER, 2022.



[Signature]
Notary Public, State of Florida

c.



c.



Code Enforcement Case: CE-22-0151

c.

Entered on: 08/08/2022 00:00

Printed on: 11/29/2022

Topic: Stormwater
 Due Date: 10/23/22
 Initiated by: Code Enforcement
 Hearing Date: 09/08/2022

Status: Open
 Assigned To: Matthew Rabeau

Hearing Time: 11:00 am

Permit

Permit #: Business name: License #:

Property Location

Occupant Name:

Address: 1615 IDAHO AV , 32809

Phone:

APN : 29-23-25-5884-19-181

Cell #:

Owner Information

Owner Name: SMITH PAUL JASON
 Address: LENZ KATHERINE MARIE
 1615 IDAHO AVE
 BELLE ISLE, FL 328096816

Phone:

Cell #:

Actions

Action	By	Date	Time	Note/Observation
Courtesy Notice	Matthew Rabeau	08/08/2022	10:50 am	Send to (Owner)
Notice of Violation	Patrick Albery	08/11/2022	7:08 am	Send to (Property Location) Stormwater violation. Septic tank leaking
Case Notes	Patrick Albery	08/11/2022	10:09 am	Environmental Health Department was contacted and will be sending someone out to inspect
Case Notes	Patrick Albery	08/11/2022	1:36 pm	Chief Houston both contacted Environmental Health Department and home owner. EHD went out on 8/10/22 to inspect 1615 Idaho, file has been started and has 2 weeks to fix before fines are issued. Home owner was updated on everything stating money issues.
Case Notes	Patrick Albery	08/17/2022	9:30 am	Stopped by and spoke with homeowner. Leak was stopped and homeowner stated a septic pump truck was scheduled to come out between 2-5pm. Will be stopping by next day to get proof that they were there.
Case Notes	Matthew Rabeau	08/23/2022	3:48 pm	Jocelyne P Leon Environmental Specialist II Sanitary Nuisance Program Florida Department of Health in Orange County did an inspection, this is the results: Hey Laura, Just wanted to give you an update on this property. I did go by today and I saw some saturation on the ground. The property owner said he is working on getting a new septic system installed. I did tell him in the mean time he needs to have a pump out so the septic system doesn't over flow. We will keep doing weekly inspections till it gets fixed. He gave me a company that I will call to confirm this. I told him he will need more than a pump out. He will need a 4015 or a new septic that will need a permit my our department. We did send him a notice to abate and a time to get it done or start the process.
STATEMENT OF VIOLATION	Matthew Rabeau	08/24/2022	8:51 am	Send to (Owner)
Case Notes	Matthew Rabeau	09/09/2022	9:36 am	Code Enforcement Hearing was held on 9/8/2022 and the property was found to be in violation.
Case Notes	Matthew Rabeau	09/23/2022	9:53 am	A call was placed about a sewage smell coming from the property again. A search of the area proved that there is a sewage smell coming from the septic tank again and fluid is draining down the driveway and pooling in the yard.
Case Notes	Matthew Rabeau	10/19/2022	10:34 am	Thank you for the update on your visit to the property. The Department of Health's Sanitary Nuisance program has investigated this property and the legal process to enforce the sanitary nuisance violations have already begun. Email from Joseph "Joey" Theberge Environmental Specialist I Sanitary Nuisance Program Florida Department of Health in Orange County

c.

Violations

#	Violation Type	Due Date	Status	Closed Date
	Stormwater		Open	
1	Corrections Required: Failure to correct the violation by compliance date will result in a \$50 fine. Violation for allowing septic tank to overflow and drain into the road sewer system with pollutants and unsanitary waist. 10:50am 8/8/2022			
	Stormwater		Open	
2	Corrections Required: Failure to correct the violation by compliance date has resulted in a \$50 fine. Violation for allowing septic tank to overflow and drain into the road sewer system with pollutants and unsanitary waist. A fine off \$50 a day will be assessed until the property is in compliance. Septic tank must be in working order. 8/11/22 @ 7:05am			

Fees

Fee Type	Date	Charges	Payments	Details
Fee	08/11/2022	50.00		stormwater septic tank
Fee	09/09/2022	1875.00		Special Magistrate Hearing fine with \$50 a day
		1,925.00	0.00	

Inspection Notes

Date: _____ Time: _____

Findings: _____

Photographs



Rechecked on 9/23/2022



Rechecked on 9/23/2022

Courtesy Notice

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue. Belle Isle, FL 32809

SMITH PAUL JASON
LENZ KATHERINE MARIE
1615 IDAHO AVE
BELLE ISLE, FL 328096816

Case No: CE-22-0151
RE: 1615 IDAHO AV
APN: 29-23-25-5884-19-181

RE: CODE VIOLATIONS at 1615 IDAHO AV, APN#: 29-23-25-5884-19-181

Dear OWNER,

August 8, 2022

The City of Belle Isle has worked hard to promote and maintain a quality living environment for residents and businesses. This letter is to inform you that it has come to the City's attention that conditions in violation of the City's Municipal Code exist at the property located at **1615 IDAHO AV**.

Specifically, your property is in violation of the following:

Code Violation:	Code Section:	Violation:
Stormwater	Sec 10-91(3)	It shall be unlawful for any person to knowingly drain, deposit, place or otherwise directly discharge into any natural waters, receiving waters, inlets, outlets or stormwater management systems within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such natural waters, receiving waters, inlets, outlets or stormwater management systems any organic or inorganic matter which causes pollution. (1)Chemicals and petroleum products, including but not limited to, oil, gasoline, grease, paints, soaps, laundry waste, steam cleaning waste, degreasers, solvents, antifreeze, other automotive products, acids, alkalis, dyes, toxic or poisonous solids or liquids, pesticides, herbicides or fertilizer, chemically treated cooling water, or continuous commercial or mechanical direct discharge of heated water. (2)Solid waste, pet waste, wastewater (sanitary sewerage), animal carcasses, recreational vehicle wastes. (3)Lawn clippings, leaves, branches, silt, construction materials (block, concrete, bricks, etc.), heavy solids that may obstruct the flow of stormwater in the city's storm systems, or the direct dumping of soil into the stormwater system or water body.
Code Section:	Corrective Action:	Compliance Due Date:
Sec 10-91(3)	Failure to correct the violation by compliance date will result in a \$50 fine. Violation for allowing septic tank to overflow and drain into the road sewer system with pollutants and unsanitary waist. 10:50am 8/8/2022	August 10, 2022

Please take corrective action(s) outlined above by the deadline date listed above to avoid further enforcement action. To avoid further action the listed violations must be abated by August 10, 2022. A re-inspection of your property will be conducted to ensure compliance.

If you have any questions regarding this matter, please do not hesitate to call us at 407-849-8450. Again, thank you for doing your part to maintain the preservation, welfare, and safety of the community as a whole. Your cooperation is appreciated.

Sincerely,

Matthew Rabeau

A handwritten signature in blue ink, appearing to read 'Matthew Rabeau', with a long horizontal flourish extending to the right.

Code Enforcement

NOTICE OF VIOLATION

City of Belle Isle, Code Enforcement Division, 1600 Nela Avenue. Belle Isle, FL 32809

Occupant
1615 IDAHO AV
ORLANDO, FL 32809

Case No: CE-22-0151
RE: 1615 IDAHO AV
APN: 29-23-25-5884-19-181

RE: CODE VIOLATIONS at 1615 IDAHO AV, APN#: 29-23-25-5884-19-181

Dear TENANT,

August 11, 2022

As you may be aware, an inspection on August 11, 2022 resulted in apparent violations of code. In an effort to improve and restore the community, we are actively enforcing the Belle Isle Municipal Codes and Ordinances. According to available records, you are listed as an owner or other interested party regarding this property / vehicle. This Notice of Violation is submitted to you, requiring your cooperation in correcting the violations below.

Code Violation:	Code Section:	Violation:
Stormwater	Sec 10-91(3)	It shall be unlawful for any person to knowingly drain, deposit, place or otherwise directly discharge into any natural waters, receiving waters, inlets, outlets or stormwater management systems within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such natural waters, receiving waters, inlets, outlets or stormwater management systems any organic or inorganic matter which causes pollution. (1)Chemicals and petroleum products, including but not limited to, oil, gasoline, grease, paints, soaps, laundry waste, steam cleaning waste, degreasers, solvents, antifreeze, other automotive products, acids, alkalis, dyes, toxic or poisonous solids or liquids, pesticides, herbicides or fertilizer, chemically treated cooling water, or continuous commercial or mechanical direct discharge of heated water. (2)Solid waste, pet waste, wastewater (sanitary sewerage), animal carcasses, recreational vehicle wastes. (3)Lawn clippings, leaves, branches, silt, construction materials (block, concrete, bricks, etc.), heavy solids that may obstruct the flow of stormwater in the city's storm systems, or the direct dumping of soil into the stormwater system or water body.
Stormwater	Sec 10-91(3)	It shall be unlawful for any person to knowingly drain, deposit, place or otherwise directly discharge into any natural waters, receiving waters, inlets, outlets or stormwater management systems within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such natural waters, receiving waters, inlets, outlets or stormwater management systems any organic or inorganic matter which causes pollution. (1)Chemicals and petroleum products, including but not limited to, oil, gasoline, grease, paints, soaps, laundry waste, steam cleaning waste, degreasers, solvents, antifreeze, other automotive products, acids, alkalis, dyes, toxic or poisonous solids or liquids, pesticides, herbicides or fertilizer, chemically treated cooling water, or continuous commercial or

mechanical direct discharge of heated water.
 (2) Solid waste, pet waste, wastewater (sanitary sewerage), animal carcasses, recreational vehicle wastes.
 (3) Lawn clippings, leaves, branches, silt, construction materials (block, concrete, bricks, etc.), heavy solids that may obstruct the flow of stormwater in the city's storm systems, or the direct dumping of soil into the stormwater system or water body.

Code Section:	Corrective Action:	Compliance Due Date:
Sec 10-91(3)	Failure to correct the violation by compliance date will result in a \$50 fine. Violation for allowing septic tank to overflow and drain into the road sewer system with pollutants and unsanitary waist. 10:50am 8/8/2022	August 12, 2022
Sec 10-91(3)	Failure to correct the violation by compliance date has resulted in a \$50 fine. Violation for allowing septic tank to overflow and drain into the road sewer system with pollutants and unsanitary waist. A fine off \$50 a day will be assessed until the property is in compliance. Septic tank must be in working order. 8/11/22 @ 7:05am	August 12, 2022

Failure to comply with this notice may result in prosecution before the Code Enforcement Special Magistrate.

If you have any questions regarding this matter, please do not hesitate to call me at 407-849-8450.

If there are fines attached to this citation you may pay at City Hall, 1600 Nela Avenue. Again, thank you for doing your part to maintain the preservation, welfare, and safety of the community as a whole.

*If you wish to contest a **Parking** NOV you have 5 days from the date on the NOV to request a hearing before the City Council. If you wish to contest any **Non-Parking** NOV's you have 10 days from the date on the NOV to request a hearing with the Special Magistrate. To contest any NOV you must submit a letter stating the reasons you wish to contest the NOV along with \$50 for the hearing cost.*

Sincerely,

Matthew Rabeau

Code Enforcement

STATEMENT OF VIOLATION – NOTICE OF HEARING CODE ENFORCEMENT SPECIAL MAGISTRATE

City of Belle Isle, Florida
Petitioner

VS

SMITH PAUL JASON LENZ KATHERINE MARIE
1615 IDAHO AVE
BELLE ISLE, FL 328096816
Property Owner(s)

Case No: CE-2022-0151
Date: August 24, 2022
Parcel ID.: 29-23-25-5884-19-181

Respondent(s)

To: SMITH PAUL JASON LENZ KATHERINE
MARIE
1615 IDAHO AVE
BELLE ISLE, FL 328096816

Re: Code Violation at 1615 IDAHO AV, ORLANDO FL 32809

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE, CITY OF BELLE ISLE, FLORIDA, on **September 8, 2022 at 11:00 am.** This hearing will be held at the City of Belle Isle Commission Chambers, 1600 Nela Drive, Belle Isle, FL 32809.

The purpose of this hearing is for the Code Enforcement Special Magistrate to issue “Findings of Fact” and “Conclusions of Law” relating to violations of the Code of Ordinances. You have been cited with violating the following provisions of:

Sec 10-91(3) - Stormwater. It shall be unlawful for any person to knowingly drain, deposit, place or otherwise directly discharge into any natural waters, receiving waters, inlets, outlets or stormwater management systems within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such natural waters, receiving waters, inlets, outlets or stormwater management systems any organic or inorganic matter which causes pollution.

(1)Chemicals and petroleum products, including but not limited to, oil, gasoline, grease, paints, soaps, laundry waste, steam cleaning waste, degreasers, solvents, antifreeze, other automotive products, acids, alkalis, dyes, toxic or poisonous solids or liquids, pesticides, herbicides or fertilizer, chemically treated cooling water, or continuous commercial or mechanical direct discharge of heated water.

(2)Solid waste, pet waste, wastewater (sanitary sewerage), animal carcasses, recreational vehicle wastes.

(3)Lawn clippings, leaves, branches, silt, construction materials (block, concrete, bricks, etc.), heavy solids that may obstruct the flow of stormwater in the city's storm systems, or the direct dumping of soil into the stormwater system or water body.

Sec 10-91(3) - Stormwater. It shall be unlawful for any person to knowingly drain, deposit, place or otherwise directly discharge into any

natural waters, receiving waters, inlets, outlets or stormwater management systems within the city, or to cause or permit to be drained, deposited, placed or otherwise discharged into such natural waters, receiving waters, inlets, outlets or stormwater management systems any organic or inorganic matter which causes pollution.

(1) Chemicals and petroleum products, including but not limited to, oil, gasoline, grease, paints, soaps, laundry waste, steam cleaning waste, degreasers, solvents, antifreeze, other automotive products, acids, alkalis, dyes, toxic or poisonous solids or liquids, pesticides, herbicides or fertilizer, chemically treated cooling water, or continuous commercial or mechanical direct discharge of heated water.

(2) Solid waste, pet waste, wastewater (sanitary sewerage), animal carcasses, recreational vehicle wastes.

(3) Lawn clippings, leaves, branches, silt, construction materials (block, concrete, bricks, etc.), heavy solids that may obstruct the flow of stormwater in the city's storm systems, or the direct dumping of soil into the stormwater system or water body.

The following facts give rise to this alleged violation:

Sec. 10-31. - Declaration of a public nuisance: (a) Property maintenance. The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead or living plant life, or stagnant water, rubbish, debris, trash and all other unsanitary matter upon any lot, tract or parcel of land within this city to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare or may reasonably cause disease, or adversely affects or impairs the economic welfare of adjacent property, is hereby prohibited and declared to be a public nuisance and unlawful.

The proposed remedy for this is:

Septic tank and drain field need to be brought up code and in proper working order.

You were issued a **Notice of Violation on August 11, 2022** citing non-compliance. Compliance date to correct all violations was August 12, 2022. An inspection was performed on and none of the violations had been corrected.

Should the Special Magistrate find that you are in violation and you do not comply with their determination the Special Magistrate may impose a fine of up to \$250 per day, per violation, until the violation is corrected. **Additionally, the cost of repairs, if any, may be assessed against you if the violation is not corrected on time or is a repeat violation. A repeat violation is punishable by a fine not to exceed \$500.00 per violation, per day. Administrative cost also may be assessed against you. If the Code Enforcement Special Magistrate believes that the violation is irreparable or irreversible, the fine may increase to \$5,000.00 per violation. Unpaid fines will result in a LIEN being recorded against any non-exempt real or personal property owned by the violator (F.S. 162.09).**

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the scheduled hearing. You may also have other rights which are set forth in the City of Belle Isle Code of Ordinances. Any person appealing a decision made by the Code Enforcement Special Magistrate, with respects to any matter considered at such hearing, must ensure that a verbatim record of the proceeding is made which includes the Testimony and Evidence upon which the Appeal is made. The City of Belle Isle does not provide this record. **Anyone requiring accommodations in order to participate under the American with Disabilities Act should contact the A.D.A Coordinator at (407) 851-7730 five days prior to the meeting.**

Code Enforcement Officer for the City of Belle Isle

PERSONALLY APPEARED before me, the above signed authority _____ who is personally known to me, and acknowledged that he/she did execute the foregoing statement, and did not take an oath.

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

Notary Public, State of Florida

AFFIDAVIT OF SERVICE: Service was made on _____
(Resident Name)

(Age & Relationship to Respondent _____),

at _____ AM/PM, _____, 2022,

by _____ of the Belle Isle Police Department
Officer Name

Officer Signature
My signature validates proper service per FS 162.12

Per FS 162.12(c) and (d) valid service includes:

Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

In the case of commercial premises, leaving the notice with the manager or other person in charge.

PERSONALLY APPEARED before me, the above signed authority _____ who is personally known to me, and acknowledged that he/she did execute the foregoing statement, and did not take an oath.

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

Notary Public, State of Florida

Fwd: 1615 Idaho Ave., Belle Isle

Travis Grimm <tgrimm@belleislepolice.org>

Wed 10/19/2022 10:31 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>

Can you make sure all of this is listed on GoGov?

----- Forwarded message -----

From: **Laura Houston** <lhouston@belleislepolice.org>

Date: Wed, Oct 19, 2022 at 10:26 AM

Subject: Fwd: 1615 Idaho Ave., Belle Isle

To: Travis Grimm <tgrimm@belleislepolice.org>, Matthew Rabeau <mrabeau@belleislepolice.org>

FYI

----- Forwarded message -----

From: **Bob Francis** <bfrancis@belleislefl.gov>

Date: Wed, Oct 19, 2022 at 10:14 AM

Subject: Fwd: 1615 Idaho Ave., Belle Isle

To: Laura Houston <lhouston@belleislepolice.org>

FYI

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov



----- Forwarded message -----

From: **Theberge, Joseph** <Joseph.Theberge@flhealth.gov>

Date: Thu, Oct 13, 2022 at 3:36 PM

Subject: RE: 1615 Idaho Ave., Belle Isle

To: Shana.Thomas@ocfl.net <Shana.Thomas@ocfl.net>, Alamo-Rodriguez, Miryea L <Miryea.Alamo-rodriguez@flhealth.gov>, Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Cc: Julie.Bortles@ocfl.net <Julie.Bortles@ocfl.net>, bfrancis@belleislefl.gov <bfrancis@belleislefl.gov>, Helena.Dacenay@ocfl.net <Helena.Dacenay@ocfl.net>

Good afternoon Shana,

Thank you for the update on your visit to the property. The Department of Health's Sanitary Nuisance program has investigated this property and the legal process to enforce the sanitary nuisance violations have already begun.

Kindly,

Joseph "Joey" Theberge

Environmental Specialist I

Sanitary Nuisance Program

(407) 723-5244

Florida Department of Health in Orange County

1001 Executive Center Dr. Ste 200 Orlando, Florida 32803

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Shana.Thomas@ocfl.net <Shana.Thomas@ocfl.net>

Sent: Thursday, October 13, 2022 3:33 PM

To: Alamo-Rodriguez, Miryea L <Miryea.Alamo-rodriguez@flhealth.gov>; Leon, Jocelyne P

<Jocelyne.Leon@flhealth.gov>; Theberge, Joseph <Joseph.Theberge@flhealth.gov>

Cc: Julie.Bortles@ocfl.net; bfrancis@belleislefl.gov; Helena.Dacenay@ocfl.net

Subject: 1615 Idaho Ave., Belle Isle

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

I arrived at 1615 Idaho Ave. this afternoon and spoke with Gloryvette Orlang (321-415-6783) and her husband Jorge Maldona (407-300-5242), who rent a room out of the home. Paul Smith, owner, was not home at the time. They explained that they're aware of the septic issue. She showed me the area in the front yard which was a large wet patch next to the tree (see photo). Oddly enough, there was no odor. Mr. Maldona stated that he paid for the septic system to be cleaned-out recently. He gave me Paul Smith's phone number (407-388-4932). I went to the nearest storm water inlet, which did not appear to be impacted as there was no odor nor stream going to the inlet (see photo).

I am referring this case over to Dept. of Health as this appears to be a failing septic system. If you speak with the renters, please be aware they speak broken English, so a Spanish speaking representative would be best to communicate with them.

Sincerely,

Shana Thomas

Senior Environmental Specialist

Orange County Environmental Protection Division

Compliance and Waste Management Section

3165 McCrory Place, Suite 200

Orlando, Florida 32803

Cell: 321-689-1541

Office: 407-836-1463

Fax: 407-836-1499

Email: Shana.Thomas@ocfl.net

Web: www.ocfl.net/epd

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All e-mails to and from County Officials are kept as a public record. Your e-mail communications, including your e-mail address may be disclosed to the public and media at any time.

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--
Chief Laura Houston
407.240.2473

--
Deputy Chief Travis Grimm
Belle Isle Police Department
407-270-6194 Office
407-412-0123 Cell

To report any City Code violations, please see QR Code below. Scan with the QR app on your mobile device to open the City of Belle Isle reporting page.



Fwd: FW: Assistance

Bob Francis <bfrancis@belleislefl.gov>

Tue 10/11/2022 2:19 PM

To: Matthew Rabeau <mrabeau@belleislepolice.org>; Travis Grimm <tgrimm@belleislepolice.org>

Cc: Laura Houston <lhouston@belleislepolice.org>

FYI

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809
(407) 851-7730 (O)
(407) 450-6272 (C)
bfrancis@belleislefl.gov

----- Forwarded message -----

From: **Harriss, E Bart** <Bart.Harriss@flhealth.gov>

Date: Tue, Oct 11, 2022 at 1:28 PM

Subject: FW: Assistance

To: bfrancis@belleislefl.gov <bfrancis@belleislefl.gov>

Cc: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>, Theberge, Joseph

<Joseph.Theberge@flhealth.gov>, Overfield, David <David.Overfield@flhealth.gov>

Hello Francis,

We will investigate your complaint for a sanitary nuisance. Some one in our office will be in contact with you.

For future complaints please contact our office at 407-858-1497 or Jocelyne.Leon@flhealth.gov.

Thank You,

Bart Harriss, RS, CPM

Environmental Manager
Florida Dept. of Health in Orange County

Office: (407) 723-5218 / Cell: (407) 697-4844

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

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Vision: To Be The Healthiest State in the Nation

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Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: OSTDS_Feedback <OSTDS_Feedback@floridadep.gov>
Sent: Tuesday, October 11, 2022 12:35 PM
To: bfrancis@belleislefl.gov; OSTDS_Feedback <OSTDS_Feedback@floridadep.gov>
Cc: Harriss, E Bart <Bart.Harriss@flhealth.gov>; Overstreet, David <David.Overstreet@FloridaDEP.gov>; Duffek, Kim <Kim.Duffek@FloridaDEP.gov>
Subject: FW: Assistance

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Mr. Francis,

I called you today to follow up with this question. As discussed, sanitary nuisances still need to be reported to and investigated by the local Department of Health county health department even

though the program office has moved to DEP. I am copying Bart Harriss, the OSTDS supervisor at the Orange County Health Department, to whom you should report this to.

c.

If you have further questions, let me know.

Best.

**Debby Tipton**

Florida Department of Environmental
Protection

Division of Water Resources Management

Onsite Sewage Program

Environmental Manager

Debby.Tipton@FloridaDEP.gov

Office: 850-245-8629

From: Bob Francis <bfrancis@belleislefl.gov>
Sent: Monday, October 10, 2022 12:43 PM
To: OSTDS_Feedback <OSTDS_Feedback@floridadep.gov>
Subject: Assistance

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

I left a voicemail but wanted to follow-up with this email. There is a leaking septic system at 1615 Idaho Dr. in Belle Isle. It's been leaking for 3 months and although we've fined the resident, they are doing nothing. We need your assistance to see what can further be done to get this situation corrected. Thank you.

c.

Sincerely,

Bob

Bob Francis, ICMA-CM

City Manager

City of Belle Isle, FL

1600 Nela Ave.

Belle Isle, FL 32809

(407) 851-7730 (O)

(407) 450-6272 (C)

bfrancis@belleislefl.gov



Re: 1615 Idaho leaking septic STILL AFTER THREE MONTHS

Matthew Rabeau <mrabeau@belleislepolice.org>

Mon 10/10/2022 11:19 AM

To: Travis Grimm <tgrimm@belleislepolice.org>

Cc: Patrick Albery <palbery@belleislepolice.org>

We can meet up with him on Wednesday in person so he will stop hopefully. What's the word on the investigation warrant I typed up? That's where we are so far. Nothing else we can do for now and he is still being cited.

On Mon, Oct 10, 2022 at 9:58 AM Travis Grimm <tgrimm@belleislepolice.org> wrote:

Where are we at on this? Can one of you contact him and tell him where we are and what is being done?

----- Forwarded message -----

From: **Laura Houston** <lhouston@belleislepolice.org>

Date: Fri, Oct 7, 2022 at 7:57 AM

Subject: Fwd: 1615 Idaho leaking septic STILL AFTER THREE MONTHS

To: Bob Francis <bfrancis@belleislefl.gov>, Travis Grimm <tgrimm@belleislepolice.org>

----- Forwarded message -----

From: **michael statham** <mrstatham@yahoo.com>

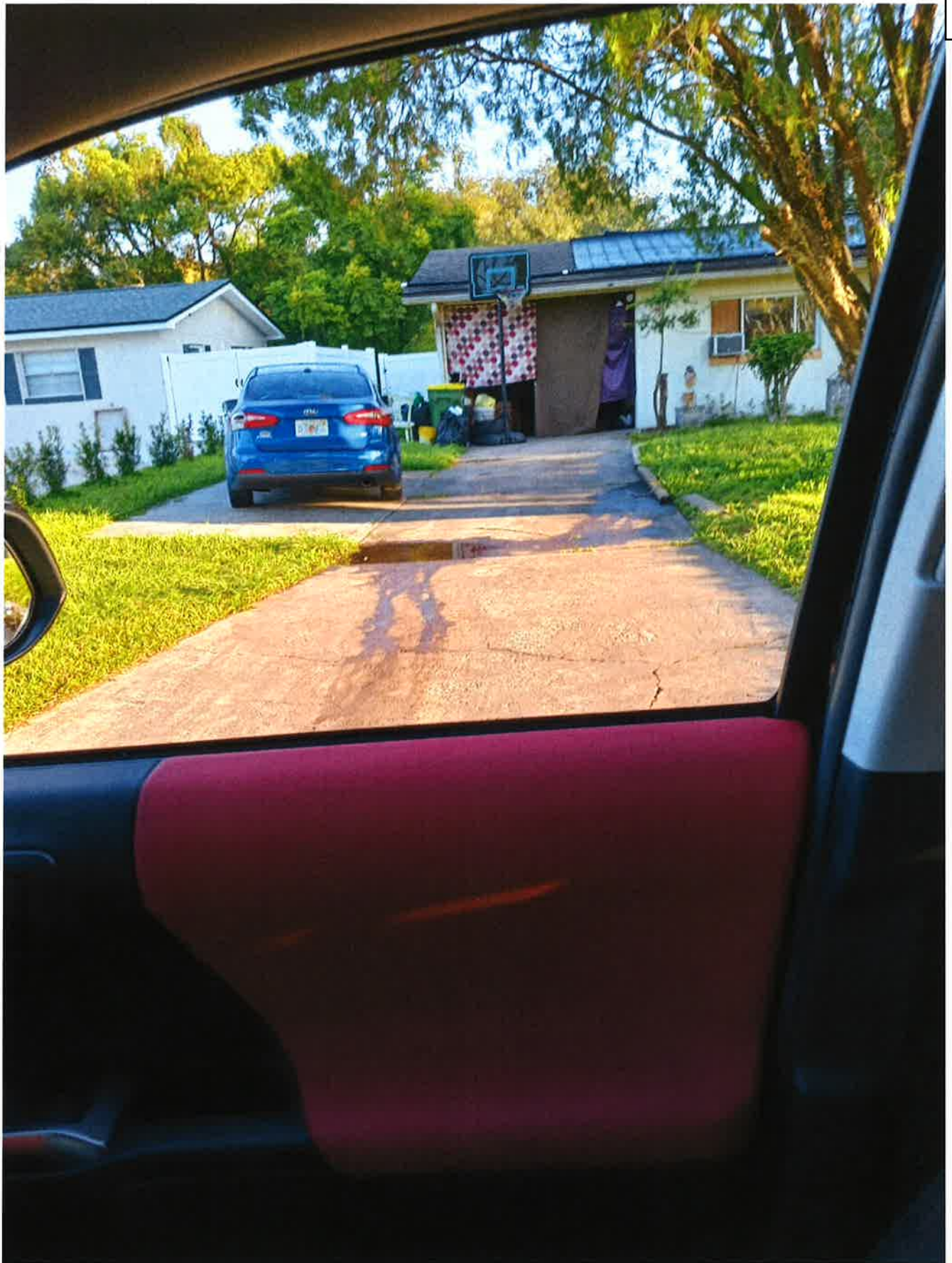
Date: Fri, Oct 7, 2022 at 7:54 AM

Subject: 1615 Idaho leaking septic STILL AFTER THREE MONTHS

To: Patrick Albery <palbery@belleislepolice.org>

CC: Jocelyne P. Leon <jocelyne.leon@flhealth.gov>, Laura Houston <lhouston@belleislepolice.org>

c.



Please see the attached photograph. Their raw sewage is still leaking into the storm water system which ends up in the Conway Chain of Lakes.

83

c.

Hoping something can be done or do I need to contact DCA in Tallahassee to help?

Thank you,

Mike Statham

Sent from Yahoo Mail on Android

--

Chief Laura Houston

407.240.2473

--

Deputy Chief Travis Grimm

Belle Isle Police Department

407-270-6194 Office

407-412-0123 Cell

--
CSO M. Rabeau

Fwd: HELP!!!

Laura Houston <lhouston@belleislepolice.org>

Mon 9/26/2022 2:14 PM

To: Bob Francis <bfrancis@belleislefl.gov>; Travis Grimm <tgrimm@belleislepolice.org>; Patrick Albery <palbery@belleislepolice.org>; Matthew Rabeau <mrabeau@belleislepolice.org>

I spoke to DOH. Their inspector found sewage leaking from the ground today. Jocelyne said the next step is to fine them, give them an opportunity to fix it, then contact their legal department for further action. She said the process can take a very long time.

----- Forwarded message -----

From: **Leon, Jocelyne P** <Jocelyne.Leon@flhealth.gov>

Date: Mon, Sep 26, 2022 at 1:15 PM

Subject: RE: HELP!!!

To: Laura Houston <lhouston@belleislepolice.org>

Good morning Laura,

I had an inspector go out this morning. I am waiting to see what their finding were.

Thank you,

Jocelyne P Leon

Environmental Specialist II

Sanitary Nuisance Program

Florida Department of Health in Orange County

[1001 Executive Center Drive, Suite 200, Orlando, FL 32803](#)

Phone: (407)723-5241

Cell Phone (689) 688-1681

<http://orange.floridahealth.gov>

Twitter: [GOHealthyOrange](#)

From: Laura Houston <lhouston@belleislepolice.org>

Sent: Friday, September 23, 2022 9:35 AM

To: Leon, Jocelyne P <Jocelyne.Leon@flhealth.gov>

Subject: HELP!!!

EXTERNAL EMAIL: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

1615 Idaho has a terrible smell. Occupants are showering outside. The septic has not been replaced. It has been pumped out but it does not appear that it has been reconnected. It appears they have placed a curbing material to keep the liquid in the yard instead of going down the driveway. Smell is reportedly very bad. Code Enforcement continues to fine them daily.

--

Chief Laura Houston

407.240.2473

--

Chief Laura Houston

407.240.2473



Fwd: 1615 Idaho avenue

Laura Houston <lhouston@belleislepolice.org>

Mon 9/26/2022 8:37 AM

To: Matthew Rabeau <mrabeau@belleislepolice.org>; Patrick Albery <palbery@belleislepolice.org>; Travis Grimm <tgrimm@belleislepolice.org>

----- Forwarded message -----

From: **michael statham** <mrstatham@yahoo.com>

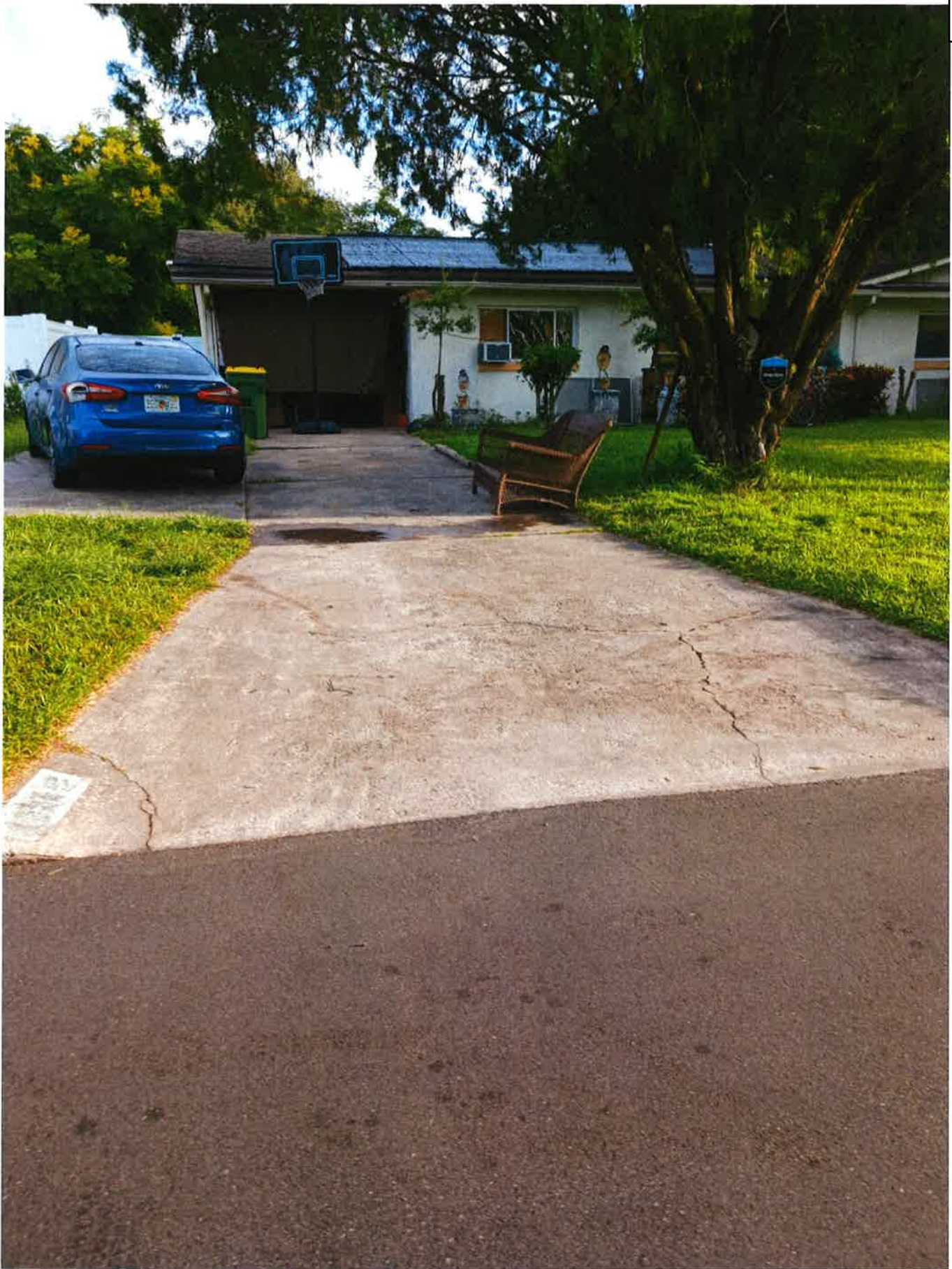
Date: Mon, Sep 26, 2022 at 8:34 AM

Subject: 1615 Idaho avenue

To: Laura Houston <lhouston@belleislepolice.org>

CC: Jocelyne P. Leon <jocelyne.leon@flhealth.gov>

c.



Good morning,
If this were septic line to the tank were genuinely repaired, it would not still be leaking. Note the liquid

c.

is coming from the dirt area the tenants excavated at the tank area that oozes raw sewage. They covered the dirt area with their outdoor couch. Like you can't see the problem that still exists. Thank you.

Mike Statham
407-625-1960

Sent from Yahoo Mail on Android

--
Chief Laura Houston
407.240.2473



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Report to Airport Noise Abatement Committee

Background: The city receives many complaints from residents regarding noise from aircraft. Residents that have a complaint are directed to call the Airport Noise Hotline, but nothing seems to be done about the noise. It appears that the cause of the increased noise is twofold. First, OIA implemented the FAA’s Metroplex procedure which consolidated all outgoing aircraft in a single pathway. Prior to this, the outgoing aircraft departed on multiple pathways. The second cause of increased noise is the development of property north of the airport allowed by the City of Orlando. Many of the old growth trees that buffered the sound have been cut down and the noise from jet engines reverberates off the new development.

The City has met several times with OIA staff to try to resolve the issue with no success. The City worked with a consultant to develop a report that will be presented to the Noise Abatement Committee and forwarded to the Greater Orlando Aviation Authority (GOAA). The report contains recommendations that might resolve some of the issues that residents have. If not, the City should continue up the chain of command to the FAA to get some resolution to the issue.

Staff Recommendation: The staff recommends that the City Council review the report and if no changes are recommended, then send the report to the ANAC and GOAA Boards for their review and actions.

Suggested Motion: I move to forward the report developed by the City and its consultant to the airport’s ANAC Board and also to the GOAA Board for their review.

Alternatives: Do not send the report

Fiscal Impact: \$5,000 for consultant work.

Attachments: Report



CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

<DATE>

Simon Snyder, Chairman
Airport Noise Abatement Committee
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

RE: Report on Noise and Metroplex Operations

Dear Mr. Snyder:

The City of Belle Isle is submitting, for your consideration, a report produced by the City of Belle Isle in cooperation with the Orlando Aviation Consultant Group.

The report addresses concerns made by the City of Belle Isle during the Metroplex public hearings and after the implementation of Metroplex procedures. These procedures continue to be of concern to the City of Belle Isle and its residents.

The City is requesting that the Noise Abatement Committee review the report and send a formal recommendation to the Greater Orlando Aviation Authority Board for their consideration of the recommendations in the report. Thank you.

Sincerely,

Nicholas Fouraker
Mayor

Report to Greater Orlando Aviation Authority Airport Noise Abatement Committee

Introduction

This report is presented to the Airport Noise Abatement Committee (ANAC) to explain the concerns of the City of Belle Isle with the new flight patterns created by the Orlando Airport Metroplex operations. The new flight pattern, referred to as Metroplex, is creating excessive noise and vibrations to homes in Belle Isle and allows aircraft to depart over the City of Belle Isle. This operation is contrary to the long-standing agreement between the Orlando International Airport (OIA) and the City of Belle Isle that has been in place for the past 50 years.

This report was developed and completed in cooperation with the Orlando Aviation Consultants (OAC). OAC is a full-service aviation consulting company providing consulting services from broad problem-solving consulting to specialized technical analyses in airport operations. OAC staff has over 150 years of experience in the aviation industry providing airport facility planning, master planning, feasibility studies, airfield and airspace analysis, and airport development services. OAC supports the City's comments and recommendations (Attachment 1).

The City of Belle Isle's representative in developing this report, working closely with OAC, is Anthony Carugno. Mr. Carugno is an American Airlines employee for over 36 years at Orlando International Airport and during those 36 years he was also an FAA Air Traffic Controller for 28 years; 1 year at Orlando Executive Airport; 6 years at Sanford International Airport; 11 years at Daytona International Airport; and the final 11 years at Orlando International Airport Tower and TRACON (Terminal Radar Approach Control). Mr. Carugno has been a Belle Isle resident for over 30 years and he is currently serving his third term as a Belle Isle City Commissioner. Mr. Carugno also currently serves on the OIA Airport Noise Abatement Committee as the Representative for the City of Belle Isle. On the ANAC Committee, Mr. Carugno is considered a Subject Matter Expert on Air Traffic Control.

Operations Prior to Metroplex

During Mr. Carugno's tenure and service at OIA as a controller, the management team required all controllers to follow "informal noise abatement procedures" for South Arrivals and North Departures in accordance with the aforementioned agreement between OIA and the City of Belle Isle. These standard operating procedures allowed for a fan-like pattern of departures which distributed takeoffs over a wide geographical area. This dispersion of the flight pattern kept the aircraft farther away from Belle Isle and therefore significantly kept the noise complaints and vibrations in Belle Isle to a minimum. On South Arrivals, standard operating procedures called for controllers to instruct the Air Carriers join and be established on the Localizer at 4000 feet over Winter Park so they can slow and descend over ORL at a safe and slow altitude and speed.

On North Departures, the standard operating procedures to controllers were to vector all jet departures over pre-established markers, commonly referred to as "Tick Marks" on the radar scope that both the Tower and the TRACON controllers have on display. These Tick Marks were slightly right of course from the normal runway heading off the runways. Although using these Tick Marks were sometimes challenging due to the direction and speed of the wind conditions, proper training and experience by former controllers allowed for the continued operation in accordance with standard operating procedures and the OIA/Belle Isle agreement. This procedure was in effect for many years and continued until the introduction of Metroplex operations.

Metroplex

The FAA developed "Metroplex". Metroplex was developed improve the efficiency of airspace in the South-Central Florida Metroplex area by optimizing aircraft arrival and departure procedures to and from various airports; streamline air traffic control; and was to be a cost effective way to control aircraft in order to save fuel. It was also created more direct routings for all the Air Carriers at 10,000 feet and above. Today, Air Traffic Controllers conduct a procedure that basically disregarded the prior standard

operating procedures which violate the OIA/Belle Isle Noise Abatement Agreement that the FAA agreed to with the City of Belle Isle and northern communities. The FAA held the required meetings and conducted an Environmental Assessment (EA). The purpose of the EA was to evaluate the potential environmental impacts resulting from changes in aircraft routing proposed to occur below 10,000 feet above ground level (AGL). The FAA requested public input on the EA which they were to review. The City of Belle Isle Council and many of Belle Isle residents objected to the results of the EA (Attachments 2 & 3). After holding public meetings and community forums, the FAA stated that after review of the written comments submitted by the City and its residents, that there were no significant comments that impacted the EA and stated that there will be no significant impacts to the community with the introduction of Metroplex procedures (Attachment 4). The FAA was successful in convincing that nothing will change. They erred in their statement because Metroplex operations were to be conducted at high altitudes (above 10,000 feet). Allowing operations to be conducted at lower altitudes, the FAA staff has purposely misled the residents of Belle Isle and failed in their procedures by their comments on the harmful effects that are now occurring.

Error in Metroplex Procedures

After speaking with other former controllers who are still connected with Metroplex and responsible for training the new controllers and providing refresher training for the senior controllers, controllers are trained to implement Metroplex procedures off the ground. This is contrary to the Metroplex operations that the FAA stated prior its implementation. All aircraft departing off the airport follow all new RNAV/GPS routes off the runways so when the Tower departs them, all aircraft will be separated from the east and west complex. The problems that are encountered with these new Metroplex procedures are:

1. All the departures are concentrated on this single line departure corridor (Figure 1). Prior to this procedure, departures were all spread out and evenly distributed across all the communities (Figure 2).
2. All non RNAV/GPS aircraft wander or drift off course (mostly west of the departure corridor on a north operation) and the Tower does not catch it, or ignores it, before it gets off the ground and they are not held accountable for their actions to allow this and fail to follow established procedures. It appears there is a cavalier attitude toward ignoring procedures. (The normal excuse was "My Bad").

The City of Belle Isle contacted GOAA to request that a noise study be done in the City of Belle Isle. The City was informed that both the FAA and GOAA denied the request twice (Attachment 5 & 6). GOAA also sent a letter to the FAA stating that there were concerns expressed by residents (Attachment 7). The FAA basically ignored both letters.

Conclusion and Recommendations

With the large group of controllers and managers that have been retiring, the training and institutional knowledge has been lost on these new controllers. Along with the transfers of the older controllers to the larger airports, and the variety of New Temporary Acting Managers, nobody knows or cares about the procedure that has been in place for decades. Although, the OIA/Belle Isle agreement cannot be located through an extensive records research, there is no question that it existed. This is acknowledged by the former senior City of Belle Isle elected officials and the staff at OIA.

The Belle Isle City Council and the City's residents understand what the FAA is trying to do, and understand that "Safety And The Expedited Flow of Air Traffic" is their concern. However, on VFR days (visual flight rules), the City is requesting that the FAA Tower on a North Operation goes back to using visual separation procedures. This is not a difficult procedure to implement again. To accomplish this action, trainers need to provide the necessary instruction to the current controllers and provide instructions to vector aircraft back on the original "Tick Marks". They also need to actually work the Jet Departures off the runway. Only during IFR (Instrument Flight Conditions) days where Visual Separation cannot be applied, then go back to the RNAV/GPS off the ground procedures. Returning to the previous procedures have many advantages. During VFR conditions, controllers can sharpen their skills, keep them more involved with hour by hour operations, and have more options during special off schedule operations such as law enforcement, medical emergencies, photo shoots, and especially "Go – ArounDs". Sharpening skills in these procedures will only increase safety to airfield operations.

The City is not requesting that the FAA to change their Metroplex procedures on a North Operation. The City is requesting the Tower to implement the procedures to actually "point and aim" aircraft using Visual Separation Rules in good weather to the old "Tick Marks" and thereby creating the prior "fan-like" departures as illustrated in Figure 2. This will significantly reduce or eliminate the concentration of all northbound departures over the same exact line as illustrated in Figure 1.

For South Operations, the City is requesting that the FAA and/or GOAA instruct the tower to use the east runways during the hours of 5:00 PM to 9:00 AM. This will significantly decrease the noise level that is being experienced by Belle Isle residents.

These are simple fixes that will take little effort but will resolve the majority of problems that are taking place in Belle Isle.

If these measures do not work then the City request GOAA consider constructing walls to prevent the jet blast from escaping to the north on takeoff and landings.

ANAC is an advisory board for the Greater Orlando Aviation Authority (GOAA) and the elected officials in Belle Isle believe that their concerns are not be seriously addressed because GOAA does not want to confront the FAA for fear of retribution from the FAA; (Like the saying goes "don't bite the hand that feeds you"). Although this should not be the case, the City's concerns and recommendations have been given no credence by ANAC or GOAA. In fact, the City has no evidence that ANAC has ever addressed this issue with the GOAA Board or the FAA. One of the more significant issues that continue to occur is the lack of an FAA representative at ANAC meetings. How can the FAA understand any noise issues without having representation at ANAC meetings? Requiring the FAA to attend every ANAC meeting would be a good start in having the FAA understand the complaints that are surfaced at every ANAC meeting.

The City certainly understands that times are changing and the airport is never going to stop growing; however sometimes new procedures cause more problems than continuing procedures that were successful for many years. The City of Belle Isle and Orlando Aviation Consultants believe the simple solution is to discontinue the current operations and return to the pre-Metroplex operations that have worked well for the past 50 years. We strongly believe that by going back to the procedures that mentioned above, we can achieve that solution and continue to be good neighbors.

The City is not requesting that the FAA to change their Metroplex procedures on a North Operation. The City is requesting the Tower to implement the procedures to actually "point and aim" aircraft using Visual Separation Rules in good weather to the old "Tick Marks" and thereby creating the prior "fan-like" departures as illustrated in Figure 2. This will significantly reduce or eliminate the concentration of all northbound departures over the same exact line as illustrated in Figure 1. It is a simple fix that will take little effort but will resolve the majority of problems that are taking place in Belle Isle.

ANAC is an advisory board for the Greater Orlando Aviation Authority (GOAA) and the elected officials in Belle Isle believe that their concerns are not be seriously addressed because GOAA does not want to confront the FAA for fear of retribution from the FAA; (Like the saying goes "don't bite the hand that feeds you"). Although this should not be the case, the City's concerns and recommendations have been given no credence by ANAC or GOAA. In fact, the City has no evidence that ANAC has ever addressed this issue with the GOAA Board or the FAA. One of the more significant issues that continue to occur is the lack of an FAA representative at ANAC meetings. How can the FAA understand any noise issues without having representation at ANAC meetings? Requiring the FAA to attend every ANAC meeting would be a good start in having the FAA understand the complaints that are surfaced at every ANAC meeting.

The City certainly understands that times are changing and the airport is never going to stop growing; however sometimes new procedures cause more problems than continuing procedures that were successful for many years. The City of Belle Isle and Orlando Aviation Consultants believe the simple solution is to discontinue the current operations and return to the pre-Metroplex operations that have worked well for the past 50 years. We strongly believe that by going back to the procedures that mentioned above, we can achieve that solution and continue to be good neighbors.

Figure 1
Post Metroplex

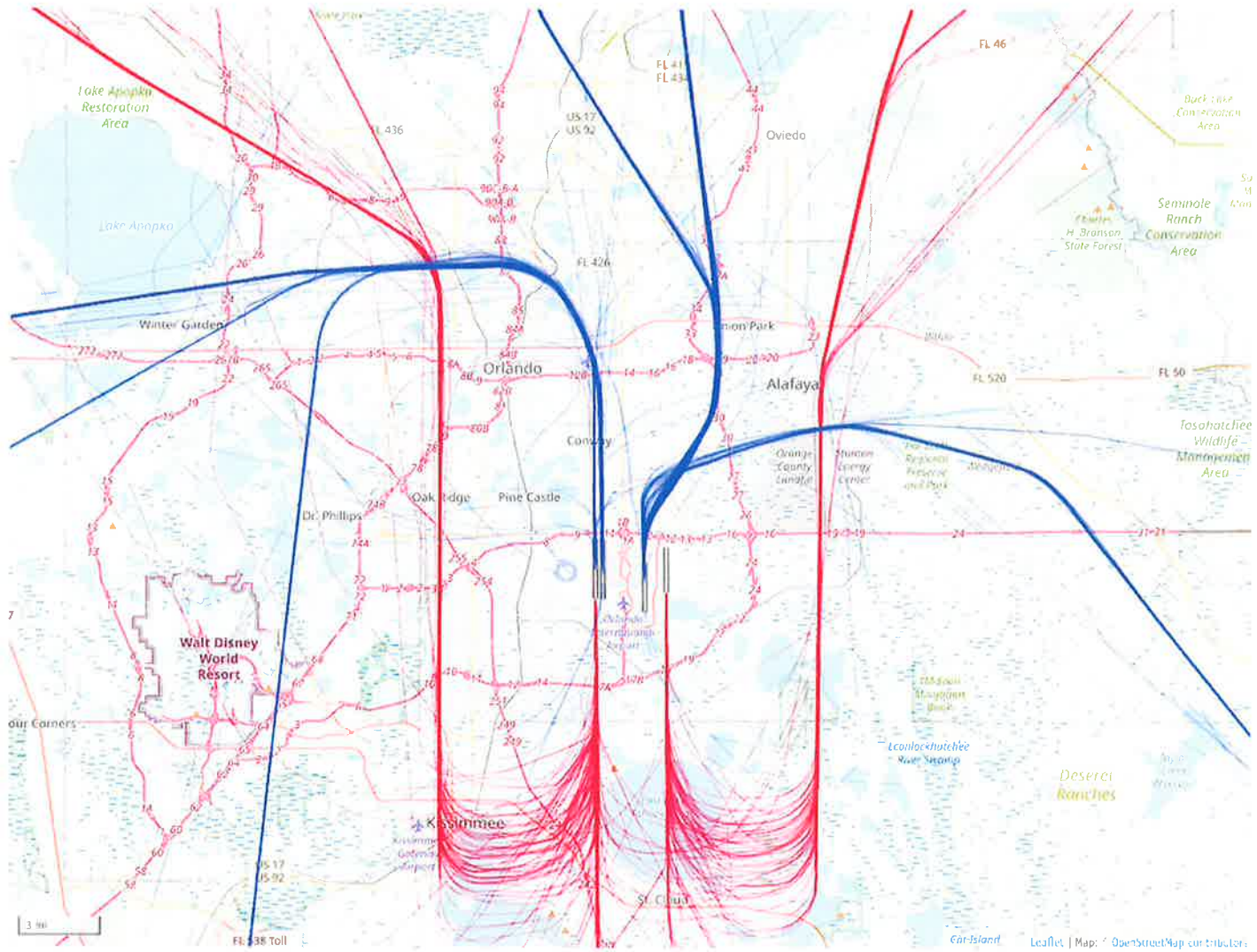
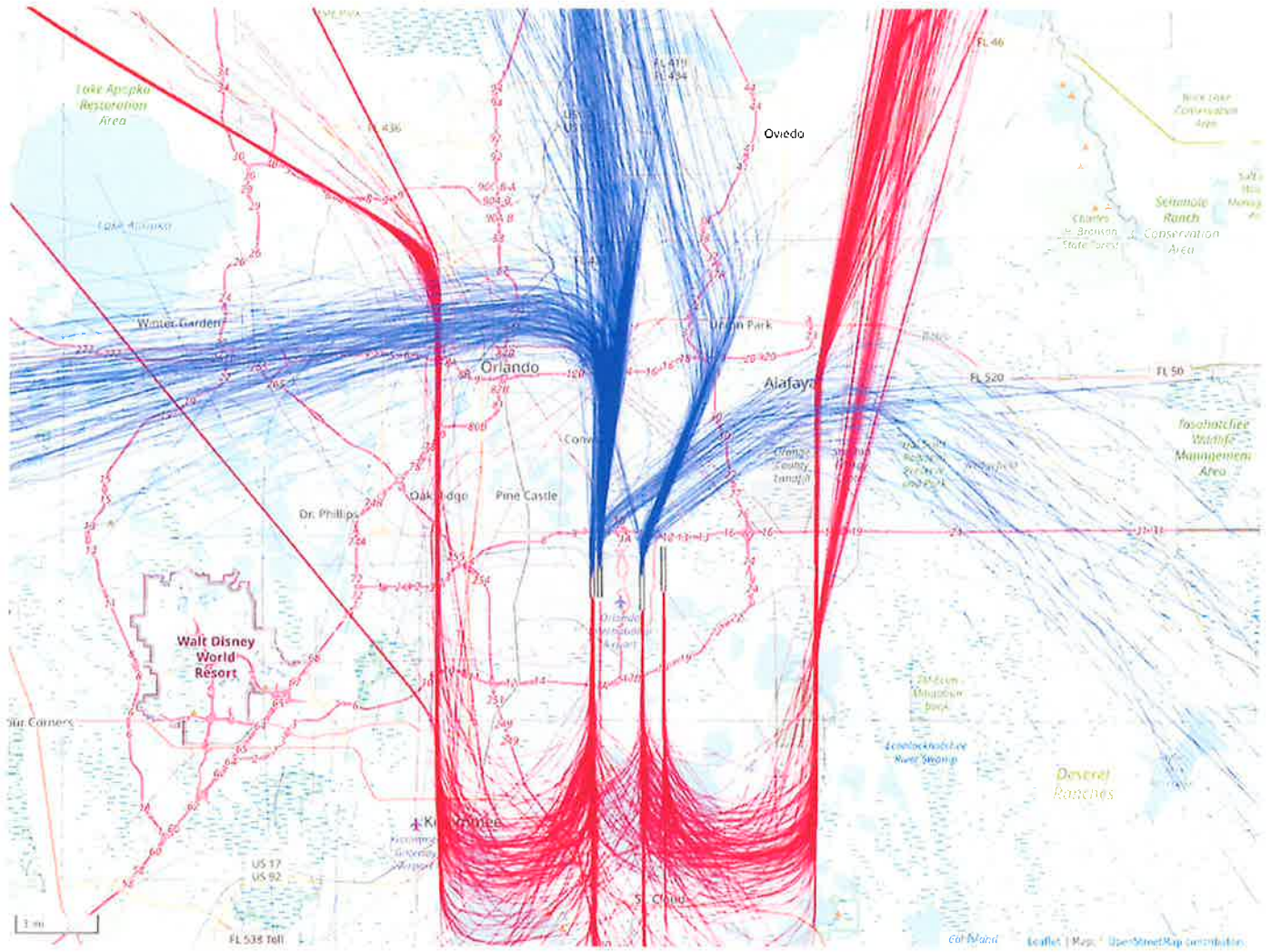


Figure 2
Pre-Metroplex



Attachment 1
Orlando Aviation Consultant Letter Supporting City



ORLANDO AVIATION CONSULTANTS

To: Bob Francis
From: Vern Munroe
Subject: Aircraft Noise
Date: October 18, 2022

Orlando Aviation Consultants was requested to evaluate the increase in aircraft noise that the City of Belle Isle is experiencing from north departures operating from the Orlando International Airport

After reviewing the changes made to the operational procedure at Orlando International Airport that occurred after Metroplex was implemented, it seems that many of the aircraft on north departures appear to track slightly west of the “Kyote” and “Facts” navigational fixes which creates more noise in the City of Belle Isle and areas west of Conway Road. These areas in the past were exposed to aircraft noise from 36 departures, however, not to this degree.

Over thirty years ago the Aviation Noise Abatement Committee (ANAC) along with the FAA and the Aviation Authority worked together to reduce the effect of aircraft noise for the Airport’s neighbors in the City of Belle Isle.

During Visual Flight Rules (VFR) conditions, jet departures from runway 36L, would be vectored over a Tick Mark that was displayed on the FAA’s radar scopes in both the Tower and the TRACON. This Tick Mark was slightly east of Conway Road and just east of the existing procedure which used runway heading from 36L. Apparently, from what I have determined this procedure is no longer being used by Air Traffic Control. However, this specific change to the departure procedures is a major cause of the increase in complaints from the Belle Isle community.

Additionally, at the time of the implementation of these procedures there was little or no development south of the airport, therefore from 11PM to 7AM the FAA agreed to depart aircraft to the south and bring arrivals in from the south, weather and traffic permitting. This head on procedure would take most of the aircraft south of the airport during these light traffic hours. This procedure was very effective not only reducing noise levels over Belle Isle but reducing the noise complaints the Aviation Authority received. From what I was told this procedure is still in use. However, annually at the time, this was accomplished about 80 percent of the time, and I was told it is now in the 70s.

I was advised by GOAA's Noise Abatement Officer that the FAA hasn't been coming to ANAC meeting and without their attendance and cooperation nothing can be accomplished.

Vern Munroe
OAC Director of Airspace
www.orlandoaviationconsultants.com

Attachment 2
City Response to Metroplex Environmental Assessment

d.

Bob Francis <bfrancis@belleislefl.gov>



Opposition to the Metroplex Draft EA- Orlando MCO

1 message

Nicholas Fouraker <mayor@belleislefl.gov>
To: 9-AJO-MCO-FL-Metroplex-Comments@faa.gov
Cc: Bob Francis <bfrancis@belleislefl.gov>

Fri, Jul 24, 2020 at 4:21 PM

To Whom It May Concern,

Good afternoon. Be advised that as the Mayor of the City of Belle Isle and as a resident living near Conway Road, I firmly oppose the draft EA as written. We do not want flights coming any closer to our City, which was established in 1924 long before the MCO existed. We will not tolerate more noise than is already emanating from the airport flights. We want to be good neighbors to the airport and are willing to work with the FAA, but this draft of the policy is flawed from our City's perspective and does not appear to have contemplated our City's interests into the plan. The FAA should consider moving this flight path closer to SR- 436 (Semoran) which is a commercial district, not close to residential areas, schools and our pristine lakes which can amplify the noise from the planes.

We are prepared to work with the FAA on alternatives as this is the amicable thing to do as neighbors.

Also, it should be noted that on July 21st, our City Council unanimously voted to oppose this. A letter will be forthcoming from the Vice Mayor formally outlining the City's objections.

Thank you in advance for your cooperation and understanding.

Truly yours,

Nicholas "Nick" Fouraker
Mayor - The City of Belle Isle
City Hall Tel: 407-851-7730
Cell: 407-717-7868
[1600 Nela Avenue](http://www.cityofbelleislefl.gov)
Belle Isle, FL 32809



www.cityofbelleislefl.org

Attachment 3
City Response to Metroplex Environmental Assessment



CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

July 24, 2020

South-Central Florida Metroplex Draft EA
Federal Aviation Administration
Eastern Service Center – Operations Support Group
1701 Columbia Avenue
College Park, GA 30337

RE: Input to FAA South Central Florida Metroplex Project

To Whom It May Concern:

I am the Vice Mayor of the City of Belle Isle, Florida. I am submitting this letter, on behalf of the Belle Isle City Council, as testimony to the FAA Metroplex procedures. I was chosen to do so as both a professional in the airline industry and as a resident of over 27 years in Belle Isle. My expertise and testimony on this subject is based on my 27-year career as an Air Traffic Controller (ATC), retiring from this position at Orlando International Airport. Along with working as an ATC, I also worked (and continue to work) as an employee of American Airlines for 34 years. Most recently, as Vice Mayor, I serve as the City's representative on the OIA Airport Noise Abatement Committee (ANAC).

I would like to thank you for taking into consideration the ANAC's recommendations for the departures off Orlando International Airport (Airport code MCO). The Committee approves most of the procedures outlined in the plan with the exception of the departures to the north of MCO. For many years the City of Belle Isle (COBI) has had an Informal noise abatement procedure in place. Occasionally, the controllers at MCO have to bend the rules because of special operations; mostly due to weather. The City understands the special circumstances and the reasons for violating this procedure when necessary for the safety of the aircraft; however we still need to register complaints.

The Greater Orlando Aviation Authority has been a great neighbor by developing the ANAC to act as a liaison between the City of Belle Isle and other surrounding communities and the FAA. Now, due to perceived increases in capacity, efficiency, and "safety", the FAA wants to improve the navigation of aircraft off the ground to join the "highways in the sky" (and vice versa). These new procedures created on a North operation will bring departures closer to the City of Belle Isle; homes north of the City; and Downtown Orlando. This will also include flying directly over two schools in the Conway area. This new procedure will change the aircraft noise to almost double the current noise level. This new North departure procedure will put the larger and heavier cargo aircraft over our elementary and middle schools that are along Conway road. These aircraft are also much louder than passenger aircraft.

Current procedures and headings are safe and efficient and provide Belle Isle with acceptable noise conditions that we have grown accustomed to. The current noise abatement at MCO has been acceptable to most communities for 50 years. With this proposed change, not only will the residents to the north and west of MCO runways receive all the landing traffic to MCO on a South Operation, but now they will also have all the departures on a North Operation. This is unacceptable to the City of Belle Isle. This does not happen when MCO is on a South Operation as South Departures get fanned out to six different headings and the North Arrivals come straight in. As a retired controller, I know it is not hard to communicate and coordinate a simultaneous departure to another controller in the same tower.

The City is vehemently opposed to any modifications to routes that would have the effect of concentrating additional flights over Belle Isle. In particular, any modification of routes which add additional aircraft to a route that approaches the City of Belle Isle would have a substantial noise impact on the City.

The City believes that the Environmental Assessment (EA) is incorrect in its calculation of noise levels and they should be reevaluated. The significant increases in noise that will be created by the new procedures outlined in the NextGen Plan are unacceptable to the City of Belle Isle for the following reason:

1. They violate the designated as "Noise Sensitive Area" that has been in place for over 50 years.
2. The older homes along Conway Road will incur damage from the increased noise levels especially from cargo aircraft. This will have a significant negative impact on property values in this area.
3. Belle Isle residents and residents to the north of Belle Isle will be significantly and negatively affected by increased aircraft noise caused by the implementation of FAA's Next Generation Air Transportation system (NextGen).
4. Medically: Aircraft noise is one, if not the most detrimental environmental effect of aviation. It can cause community annoyance, disrupt sleep, adversely affect academic performance of children, and could increase the risk for cardiovascular disease of people living in the vicinity of airports. A new study conducted by Cornell University states the constant roar from jet aircraft can seriously affect the health and psychological well-being of children. The health problems resulting from chronic airport noise, including higher blood pressure and boosted levels of stress hormones, the researchers say, may have lifelong effects.

Also for future discussion, we believe the FAA should be charged with the responsibility for identifying and proposing solutions to mitigate noise concerns. Further, the City recommends that the FAA monitors and documents noise exposure of any feasible solutions before and after implementation to ensure impacts are verified, and to determine whether results are of a discernible benefit.

RE: Input to FAA South Central Florida Metroplex Project
Page 3

Lastly, the City recommends ongoing compliance monitoring for any set of solutions accepted and implemented by the FAA and that the Members of Congress ensure that the FAA takes the appropriate steps to measure and guarantee ongoing compliance.

The City of Belle Isle is not fighting air travel; we are fighting the distribution of air travel.

Thank You for your time and consideration,

A handwritten signature in black ink, appearing to read 'Anthony P. Carugno'. The signature is stylized with several loops and a long horizontal stroke at the end.

Anthony P. Carugno
Vice-Mayor
City of Belle Isle, Florida

Attachment 4
FAA Response to Metroplex Environmental Assessment



October 22, 2020

Mr. Bob Francis
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

**Reference: South-Central Florida Metroplex (FL Metroplex) Project
Final Environmental Assessment (EA) – Notice of Availability**

Dear Mr. Francis,

This letter is to inform you that the Federal Aviation Administration (FAA) has prepared a Final Environmental Assessment (EA) to consider the potential environmental impacts of the South-Central Florida Metroplex (FL Metroplex) Project. Based on the information and analysis contained in the Final EA, the FAA has also issued a Finding of No Significant Impact/Record of Decision (FONSI/ROD) for the project. The FONSI/ROD documents the FAA’s determination that the project, as proposed, would not significantly affect the quality of the human environment and that an Environmental Impact Statement (EIS) is therefore not necessary. The FONSI/ROD documents the FAA’s decision to proceed with the proposed action detailed in the Final EA. Implementation of the project is scheduled to begin in the spring of 2021.

A “metroplex” is a major metropolitan area with multiple airports, where heavy air traffic and environmental constraints combine to hinder efficient aircraft movement. The FL Metroplex project would improve the efficiency of the national airspace system in the South-Central Florida area airspace by optimizing aircraft arrival and departure procedures at a number of airports. A total of 21 airports were included in the study and are listed below.

Major Study Airports

- Fort Lauderdale-Hollywood International Airport – FLL
- Orlando International Airport – MCO
- Miami International Airport – MIA
- Palm Beach International Airport – PBI
- Tampa International Airport – TPA

North Satellite Study Airports

- Kissimmee Gateway Airport – ISM
- Lakeland Linder International Airport – LAL
- Leesburg International Airport – LEE
- Melbourne International Airport – MLB
- Orlando Executive Airport – ORL
- Punta Gorda Airport – PGD
- St. Pete-Clearwater International Airport – PIE
- Orlando Sanford International Airport – SFB
- Sarasota Bradenton International Airport – SRQ
- Venice Municipal Airport – VNC

South Satellite Study Airports

- Ocean Reef Club Airport – 07FA
- Boca Raton Airport – BCT
- Fort Lauderdale Executive Airport – FXE
- Miami-Opa Locka Executive Airport – OPF
- Witham Field Airport – SUA
- Miami Executive Airport – TMB

The project involves changes in aircraft flight paths and altitudes in certain areas. Specifically, the FAA proposes to publish and implement optimized standard arrival and departure instrument procedures, serving instrument flight rules (IFR) air traffic flows only into and out of airports in the FL Metroplex airspace area. The proposed action would not require any ground disturbance or increase the number of aircraft operations within the FL Metroplex airspace area. The analysis of potential environmental impacts in the EA was conducted in accordance with FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*.

On October 26, 2020, the Final EA will be released to the public. Electronic copies of the Final EA, Appendices, and FONSI/ROD are available through the following:

- 1) Online at: <http://metroplexenvironmental.com>
- 2) Local libraries: Electronic versions of the documentation have been distributed to 117 libraries in the General Study Area. A complete list of libraries with electronic copies of the Final EA, Appendices, and FONSI/ROD is available online at the above website link and is presented below.
- 3) Contacting the FAA: Those unable to access the document through one of the methods above may contact Lisa Favors at 404-305-5604.

County	Library Name	Address	Phone
Alachua	Alachua County Library HQ	401 E. University Ave., Gainesville, FL 32601	352-334-3900
	Millhopper Branch Library	3145 NW 43rd St., Gainesville, FL 32606	352-334-1272
	Tower Road Branch Library	3020 SW 75th St., Gainesville, FL 32608	352-333-2840
Brevard	Catherine S. Rood Central Library	308 Forrest Ave., Cocoa, FL 32922	321-633-1792
	Franklin T. DeGroot Library	6475 Minton Rd. SE, Palm Bay, FL 32908	321-952-6317
	Suntree/Viera Library	902 Jordan Blass Dr., Melbourne, FL 32940	321-255-4404
Broward	Broward County Main Library	100 S. Andrews Ave., Ft. Lauderdale, FL 33301	954-357-7444
	Weston Branch Library	4205 Bonaventure Blvd., Weston, FL 33332	954-357-5420
	Leon Slatin Branch Library	1856A W. Hillsboro Blvd., Deerfield Beach, FL 33442	954-357-7740
	Northwest Regional Library	3151 N. University Dr., Coral Springs, FL 33065	954-357-7990
	West Regional Library	8601 W. Broward Blvd., Plantation, FL 33324	954-765-1560
Charlotte	Englewood Charlotte Library	3450 North Access Rd., Englewood, FL 34224	941-681-3736
	Mid-County Regional Library	2050 Forrest Nelson Blvd., Port Charlotte, FL 33952	941-613-3160
	Punta Gorda Charlotte Library	401 Shreve St., Punta Gorda, FL 33950	941-833-5460
Citrus	Coastal Region Library	8619 W. Crystal St., Crystal River, FL 34428	352-795-3716
	Homosassa Public Library	4100 S. Grandmarch Ave., Homosassa, FL 34446	352-628-5626
	Lakes Region Library	1511 Druid Rd., Inverness, FL 34452	352-726-2357
Collier	East Naples Branch Library	8787 Tamiami Trail E., Naples, FL 34113	239-252-7140
	Everglades City Branch Library	102 Copeland Ave. N, Everglades City, FL 34139	239-695-2511
	Immokalee Branch Library	417 N. 1st St., Immokalee, FL 34142	239-252-7073
DeSoto	DeSoto County Library	125 N. Hillsborough Ave., Arcadia, FL 34266	863-993-4851
Flagler	Main Palm Coast Library	2500 Palm Coast Pkwy. NW, Palm Coast, FL 32137	386-446-6763
	Bunnell Branch Library	103 E. Moody Blvd., Bunnell, FL 32110	386-437-7390
Glades	Glades County Library	201 Riverside Dr., Moore Haven, FL 33471	863-946-0744

County	Library Name	Address	Phone
Hardee	Hardee County Library	315 N. 6th Ave., Wauchula, FL 33873	863-773-6438
Hendry	Clewiston Public Library	120 W. Osceola Ave., Clewiston, FL 33440	863-983-9194
	Barron Library	461 N. Main St., LaBelle, FL 33934	863-675-0833
	Florida B. Thomas Library	1010 J Harlem Academy Ave., Clewiston, FL 33440	863-902-3322
Hernando	Hernando County Main Library	238 Howell Ave., Brooksville, FL 34601	352-754-4043
	Spring Hill Branch Library	9220 Spring Hill Dr., Spring Hill, FL 34608	352-754-4043
	East Hernando Branch Library	6457 Windmere Rd., Brooksville, FL 34602	352-754-4043
Highlands	Lake Placid Memorial Library	205 W. Interlake Blvd. #9643, Lake Placid, FL 33852	863-699-3705
	Avon Park Library	100 N. Museum Ave., Avon Park, FL 33825	863-452-3803
	Sebring Public Library	319 W. Center Ave., Sebring, FL 33870	863-402-6716
Hillsborough	Bloomingtondale Regional Library	1906 Bloomingtondale Ave., Valrico, FL 33596-6204	813-273-3652
	Jan K. Platt Regional Library	3910 S. Manhattan Ave., Tampa, FL 33611-1214	813-273-3652
	Jimmie B. Keel Regional Library	2902 W. Bearss Ave., Tampa, FL 33618-1828	813-273-3652
	New Tampa Regional Library	10001 Cross Creek Blvd., Tampa, FL 33647-2581	813-273-3652
	SouthShore Regional Library	15816 Beth Shields Way, Ruskin, FL 33573-4903	813-273-3652
	Town 'N Country Regional Library	7606 Paula Dr., Suite 120, Tampa, FL 33615-4116	813-273-3652
Indian River	Indian River County Main Library	1600 21st St., Vero Beach, FL 32960	772-770-5060
	North Indian River County Library	1001 Sebastian Blvd., Sebastian, FL 32958	772-589-1355
Lake	Astor County Library	54905 Alco Rd., Astor, FL 32101	352-759-9913
	East Lake County Library	31340 S. County Rd 437, Sorrento, FL 32776	352-383-9980
	Cagan Crossings Community Library	16729 Cagan Oaks, Clermont, FL 34714	352-243-1840
Lee	Fort Myers Regional Library	2450 First St., Fort Myers, FL 33901	239-533-4400
	East County Regional Library	881 Gunnery Rd. N, Lehigh Acres, FL 33971	239-533-4400
	South County Regional Library	21100 Three Oaks Pkwy., Estero, FL 33928	239-533-4400
Levy	Williston Public Library	10 SE First St., Williston, FL 32696	352-528-2313
	Luther Callaway Public Library	104 NE 3rd St., Chiefland, FL 32626	352-493-2758
	A.F. Knotts Public Library	11 56th St., Yankeetown, FL 34498	352-447-4212
Manatee	Downtown Central Library	1301 Barcarrota Blvd. W., Bradenton, FL 34205	941-748-5555
	Braden River Library	4915 53rd Ave. E, Bradenton, FL 34203	941-727-6079
Marion	Marion County Library HQ	2720 E. Silver Springs Blvd., Ocala, FL 34470	352-671-8551
	Dunnellon Public Library	20351 Robinson Rd., Dunnellon, FL 34431	352-438-2520
	Fort McCoy Public Library	14660 NE Hwy. 315, Fort McCoy, FL 32134	352-438-2560
Martin	Elisabeth Lahti Library	15200 SW Adams Ave., Indiantown, FL 34956	772-597-4200
	Peter & Julie Cummings Library	2551 SW Matheson Ave., Palm City, FL 34990	772-288-2551
	Hobe Sound Public Library	10595 SE Federal Hwy., Hobe Sound, FL 33445	772-546-2257
Miami-Dade	Miami-Dade Main Library	101 W. Flagler St., Miami, FL 33130	305-375-2665
	North Dade Regional Library	2455 NW 183 St., Miami Gardens, FL 33056	305-625-6424
	West Kendall Regional Library	10201 Hammocks Blvd. #159, Miami, FL 33196	305-385-7135
	West Dade Regional Library	9445 Coral Way, Miami, FL 33165	305-553-1134
	South Dade Regional Library	10750 SW 211 St., Cutler Bay, FL 33189	305-233-8140
Monroe	Key West Public Library	700 Fleming St., Key West, FL 33040	305-292-3595

County	Library Name	Address	Phone
Monroe	Key Largo Public Library	101485 Overseas Hwy., Key Largo, FL 33036	305-664-4645
	Marathon Public Library	3251 Overseas Hwy., Marathon, FL 33050	305-743-5156
Okeechobee	Okeechobee County Public Library	206 SW 16th St., Okeechobee, FL 34974	863-763-3536
Orange	Alafaya Branch Library	12000 E. Colonial Dr., Orlando, FL 32826	407-835-7323
	North Orange Branch Library	1211 E. Semoran Blvd., Apopka, FL 32703	407-835-7323
	Orlando Public Library	101 E. Central Blvd., Orlando, FL 32801	407-835-7323
	South Creek Branch Library	1702 Deerfield Blvd., Orlando, FL 32837	407-832-7323
	West Oaks Branch Library	1821 E. Silver Star Rd., Ocoee, FL 34761	407-835-7323
Osceola	West Osceola Branch Library	301 Campus St., Celebration, FL 34747	n/a
	Poinciana Branch Library	101 N. Doverplum Ave., Kissimmee, FL 34758	n/a
	Kenansville Branch Library	1154 S. Canoe Creek Rd., Kenansville, FL 34739	n/a
Palm Beach	Palm Beach County Main Library	3650 Summit Blvd., W. Palm Beach, FL 33406	561-233-2600
	Belle Glade Branch Library	725 NW 4th St., Belle Glade, FL 33430	561-996-3453
	Acreage Branch Library	15801 Orange Blvd., Loxahatchee, FL 33470	561-681-4100
	West Boynton Branch Library	9451 Jog Rd., Boynton Beach, FL 33437	561-734-5556
	Okeechobee Blvd. Branch Library	5689 Okeechobee Rd., W. Palm Beach, FL 33417	561-233-1880
	Pasco	Hudson Regional Library	8012 Library Rd., Hudson, FL 34667
Pinellas	Land O'Lakes Branch Library	2818 Collier Pkwy., Land O'Lakes, FL 34639	813-929-1214
	South Holiday Branch Library	4649 Mile Stretch Dr., Holiday, FL 34690	727-834-3331
	Palm Harbor Library	2330 Nebraska Ave., Palm Harbor, FL 34683	727-784-3332
Polk	Clearwater Main Library	100 N. Osceola Ave., Clearwater, FL 33755	727-562-4970
	Barbara S. Ponce Public Library	7770 52nd St. N., Pinellas Park, FL 33781	727-369-0669
	St. Petersburg Main Library	3745 9th Ave., St. Petersburg, FL 33713	727-893-7724
	Lakeland Public Library	100 Lake Morton Dr., Lakeland, FL 33801	863-834-4280
Putnam	Winter Haven Public Library	325 Avenue A NW, Winter Haven, FL 33881	863-291-5880
	Dundee Public Library	202 E. Main St., Dundee, FL 33838	863-439-9426
	Lake Wales Public Library	290 Cypress Garden Lane, Lake Wales, FL 33853	863-678-4004
	Fort Meade Public Library	75 E. Broadway St., Fort Meade, FL 33841	863-285-8287
	Putnam County HQ Library	601 College Rd., Palatka, FL 32177	386-329-0126
Sarasota	Bostwick Public Library	125 Tillman St. Bldg. 2, Bostwick, FL 32007	386-326-2750
	Crescent City Public Library	610 North Summit St., Crescent, FL 32112	386-698-2600
	Interlachen Public Library	133 N. County Road 315, Interlachen, FL 32148	386-684-1600
	Melrose Public Library	312 Wynnwood Ave., Melrose, FL 32666	352-475-1237
	Betty J. Johnson Public Library	2801 Newtown Blvd., Sarasota, FL 34234	941-861-1360
Seminole	Elsie Quirk Public Library	100 W. Dearborn St., Englewood, FL 34223	941-861-1200
	W. H. Jervey Jr. Public Library	300 Nokomis Ave. S, Venice, FL 34285	941-861-1330
	Osprey Public Library	337 N. Tamiami Trail, Osprey, FL 34229	941-918-4037
	Jean Rhein Central Library	215 N. Oxford Rd., Casselberry, FL 32707	407-665-1500
St. Lucie	Seminole County Library East Branch	310 Division St., Oviedo, FL 32765	407-665-1560
	Seminole County Library North Branch	150 N. Palmetto Ave., Sanford, FL 32771	407-665-1620
St. Lucie	Susan B. Kilmer Library	101 Melody Ln., Fort Pierce, FL 34950	772-462-1615

County	Library Name	Address	Phone
St. Lucie	Paula A. Lewis Library	2950 SW Rosser Blvd., Port St. Lucie, FL 34953	772-871-5470
	Morningside Branch Library	2410 SE Morningside Blvd., Port St. Lucie, FL 34952	772-337-5632
Sumter	Bushnell Public Library	402 N. Florida St., Bushnell, FL 33513	352-689-4567
	Panasoffkee Community Library	1500 County Road 459, Lake Panasoffkee, FL 33538	352-689-4567
	Villages Public Library at Belvedere	325 Belvedere Blvd., The Villages, FL 32162	352-689-4567
Volusia	Daytona Beach Regional Library	105 E. Magnolia Ave., Daytona Beach, FL 32114	386-257-6036
	Deltona Regional Library	2150 Eustace Ave., Deltona, FL 32725	386-789-7207
	Port Orange Regional Library	1005 City Center Circle, Port Orange, FL 32129	386-322-5152
	Oak Hill Public Library	125 E. Halifax Ave., Oak Hill, FL 32759	386-345-5510
	Pierson Public Library	115 N. Volusia Ave., Pierson, FL 32180	386-749-6930
	DeLand Regional Library	130 E. Howry Ave., DeLand, FL 32724	386-822-6430

For additional information, contact:

South-Central Florida Metroplex Final EA
 Federal Aviation Administration
 Eastern Service Center – Operations Support Group
 1701 Columbia Avenue
 College Park, GA 30337

The FAA would like to thank you for your interest in this project. If you have any questions about the information provided, please feel free to contact me.

Sincerely,

**RYAN W
 ALMASY**

Digitally signed by
 RYAN W ALMASY
 Date: 2020.10.14
 10:42:42 -04'00'

Ryan W. Almasy
 Manager, Operations Support Group
 Eastern Service Center, Air Traffic Organization

Attachment 5
GOAA Response to City Request for Noise Study



September 4, 2020

Mayor Nicholas Fouraker
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

Dear Mayor Fouraker,

I am writing to follow-up on your noise study request to measure the impact of proposed Metroplex procedures. The procedures in question involve north flow departures moving from a 010° voluntary noise abatement heading to a 006° runway heading (remaining east of Conway Road). You proposed using the Aviation Authority's noise monitor to measure the difference in noise by having departing aircraft alternate between flying to the noise abatement marks and flying runway heading. This proposed test introduces various challenges, and hinges on Federal Aviation Administration (FAA) participation.

In order to facilitate your request, we approached the FAA regarding their capacity to assist with the proposed noise test. The Aviation Authority recently received correspondence from the FAA stating that, "the FAA is not in a position to support the City's request." The FAA outlined the following issues with the test:

- The request is not as simple as vectoring a series of aircraft (due to wind drift, fleet mix, differences in takeoff power settings)
- The proposed RNAV (GPS) departure procedures have not been published and would not be available for entry into aircraft Flight Management Systems
- Controller training has not yet occurred as the FAA has not completed the environmental review for the project
- The use of noise monitors would provide a single event noise evaluation that is not comparable to the FAA's analysis found in the Draft Environmental Assessment (EA)

The Aviation Authority recognizes the concerns of the residents of Belle Isle, and we have communicated these concerns to the FAA through our community-led Aviation Noise Abatement Committee (ANAC). Please understand this result does not dismiss our commitment to engage the community. Our noise monitor will continue to be available for residents upon request.

Sincerely,

Phillip N. Brown, A.A.E.
Chief Executive Officer
Orlando International Airport

CC: Anthony Carugno

Attachment 6
ANAC Email regarding Noise Equipment

Bob Francis <bfrancis@belleislefl.gov>

Noise Monitoring Equipment / Noise Metrics

3 messages

Richard LePore <richard.lepore@goaa.org>
To: Bob Francis <bfrancis@belleislefl.gov>

Thu, Aug 18, 2022 at 5:19 PM

Bob,

I just wanted to reach out and inform you on some information regarding the noise monitoring equipment and the metrics that the FAA use. First, the noise monitoring equipment measures environmental sound pressure levels without discriminating between aviation and non-aviation noise events and it is not scientific or certified for the use in an official noise study. Included in the results of the noise monitoring will be all environmental noise including local air-conditioning units, lawn equipment, vehicles, etc.. Although the noise monitoring results quantify environmental noise levels using the FAA noise metric, the day-night average sound level (DNL), unlike the FAA studies, the results of the noise monitoring equipment includes all environmental noise as mentioned before. You must also keep in mind that routing and altitude of overflying aircraft is in the exclusive jurisdiction of the FAA.

The day-night average sound level (DNL) metric is the average noise level over a 24 hour period and is NOT based on a single event noise. Please let me know if you have any further questions on noise metrics or noise equipment. Hope you have a great weekend.

Best Regards,

Richard LePore

Program Manager, Airport Operations – Noise Abatement

Greater Orlando Aviation Authority

One Jeff Fuqua Blvd.

Orlando, FL 32827-4399

(D) 407-825-3828 | (M) 407-255-2578

richard.lepore@goaa.org



Bob Francis <bfrancis@belleislefl.gov>
To: Richard LePore <richard.lepore@goaa.org>

Mon, Aug 22, 2022 at 2:01 PM

Rich - Thank you for the information and the previous email on the equipment that you use.

Sincerely,

Bob

Bob Francis, ICMA-CM
City Manager
City of Belle Isle, FL

1600 Nela Ave.
Belle Isle, FL 32809

Attachment 7
GOAA Letter to FFA with Concerns



August 1, 2019

Mr. Michael O'Harra
Southern Region Regional Administrator
Federal Aviation Administration
Southern Region
1701 Columbia Avenue
College Park, Georgia 30337

Dear Mr. O'Harra:

RE: SOUTH-CENTRAL FLORIDA METROPLEX MCO NOTIONAL DESIGNS

On July 12, 2019, the Greater Orlando Aviation Authority's (Aviation Authority) Aviation Noise Abatement Committee (ANAC) convened a meeting to examine the South-Central Florida Metroplex notional designs for Orlando International Airport (MCO). The ANAC comprises residents who represent various communities; both noise impacted and non-impacted, throughout the Greater Orlando area. The aim of the ANAC meeting was to submit comments to the Aviation Authority for consideration to be forwarded to the FAA Metroplex team.

The ANAC had five recommendations regarding proposed Standard Terminal Arrival Routings (STARs) and Standard Instrument Departures (SIDs) for the Aviation Authority to review. The ANAC recommendations are focused on maximizing flights over industrial-use areas and minimizing the introduction of new or increased noise to previously non-impacted areas.

The Aviation Authority strives to reflect the concerns of our residents as expressed through the public process of our regular ANAC meetings. Enclosed are the recommendations of our community-led noise abatement committee in response to the South-Central Florida Metroplex notional designs. I request your consideration of these community concerns and views as you finalize your designs.

Sincerely,

Phillip N. Brown
Chief Executive Officer
Greater Orlando Aviation Authority

Enclosure: Comments on South-Central Metroplex MCO Notional Designs
2019

COMMENTS ON SOUTH-CENTRAL METROPLEX
MCO NOTIONAL DESIGNS 2019

1. General Comments

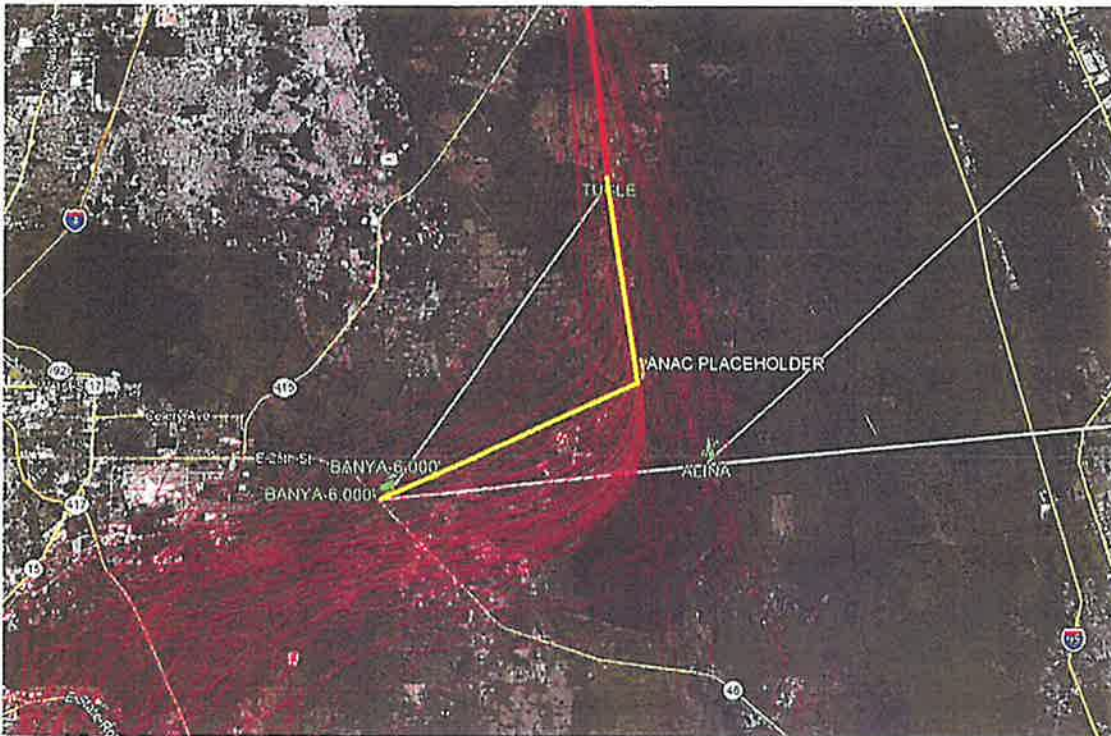
- a. Maintain preferential south flow operations
- b. Maintain the 060 night-time noise abatement heading for north flow departures
- c. Continue to direct traffic to the noise abatement marks during north flow operations when conditions permit
- d. During south flow operations, do not issue any radar turns to departing aircraft until they reach 3,000 ft. on Tower assigned headings.

2. South Flow RNAV STAR SNFLD

There is concern that the path from TUGLE to BANYA will keep arrivals lower for a longer period. Move TUGLE to the ANAC placeholder, creating the route shown in yellow (Fig. 1) to allow SFB traffic to climb earlier. We expect that the placeholder will provide better noise abatement for the growing City of Oviedo.

The suggested ANAC Placeholder Coordinates are 28°48'43.69"N 81°3'28.30"W.

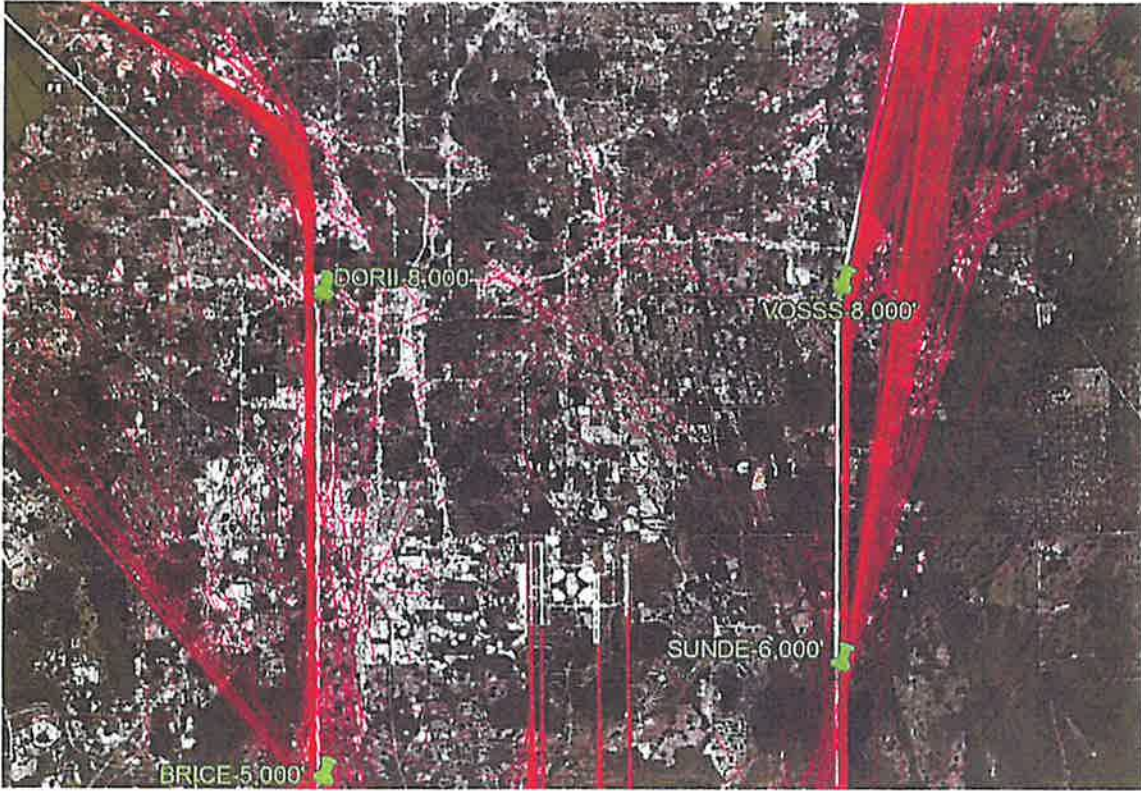
Figure 1 – South Flow Arrivals SNFLD



3. North Flow RNAV STARs GRNCH & ALINA

Increase the altitudes of the waypoints VOSSS & DORII from 8,000 to 9,000, making the downwind legs higher. This would reduce noise exposure to the east and west.

Figure 2 – North Flow Arrivals JAFAR/ SNFLD



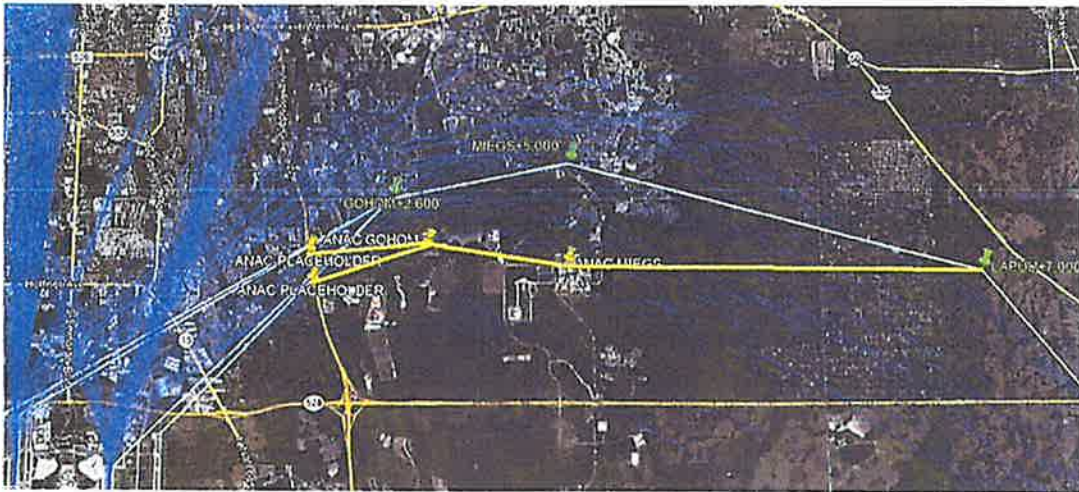
4. *The Authority recognizes that land-use practices that attract or sustain hazardous wildlife populations on or near airports can significantly increase the potential for wildlife strikes, and that the FAA recommends the minimum separation criteria outlined for land-use practices that attract hazardous wildlife to the vicinity of airports. Therefore the comments in para a and para b are submitted with the expectation that the FAA will assess their safety in accordance with AC 150/5200-33B SECTION 1. GENERAL SEPARATION CRITERIA FOR HAZARDOUS WILDLIFE ATTRACTANTS ON OR NEAR AIRPORTS and other existing FAA regulations, and will adopt them only if the recommendations are determined by the FAA not to increase the threat of hazardous wildlife movement into or across the approach or departure airspace of MCO.*

a. North Flow RNAV SIDs DDANY & MZULO

Consider moving the waypoints GOHOM and MIEGS south of current locations to the ANAC placeholders, creating the route shown in yellow (Fig. 4a). This moves departing traffic away from existing developments [Avalon Park, Stonybrook East] to overfly the vicinity of the Orange County landfill and the OUC Stanton Energy Center.

- i. Suggested ANAC Placeholder_1 Coordinates - 28°28'50.42"N 81°14'30.44"W
- ii. Suggested ANAC Placeholder_2 Coordinates - 28°29'19.51"N 81°14'35.71"W
- iii. Suggested ANAC GOHOM Coordinates - 28°29'22.96"N 81°12'31.90"W
- iv. Suggested ANAC MIEGS Coordinates - 28°29'11.21"N 81°10'3.62"W

Figure 4a – North Flow Departures DDANY/ MZULO



b. Authority Comment on North Flow RNAV SIDs DDANY & MZULO ANAC Recommendation

Upon further examination, the Authority requests consideration to move GOHOM farther south than the proposed ANAC GOHOM waypoint, and connecting to the proposed ANAC MIEGS over the OUC Stanton Energy Center. This would shift departure tracks, depicted in blue (Fig. 4b) farther to the south and would reduce noise exposure to residential areas northeast of MCO. The headings would move from 045 to 058 degrees.

- i. Suggested GOAA GOHOM Coordinates - 28°28'36.79"N 81°13'22.22"W
- ii. Suggested ANAC MIEGS Coordinates - 28°29'11.21"N 81°10'3.62"W

Figure 4A – North Flow Departures DDANY/ MZULO

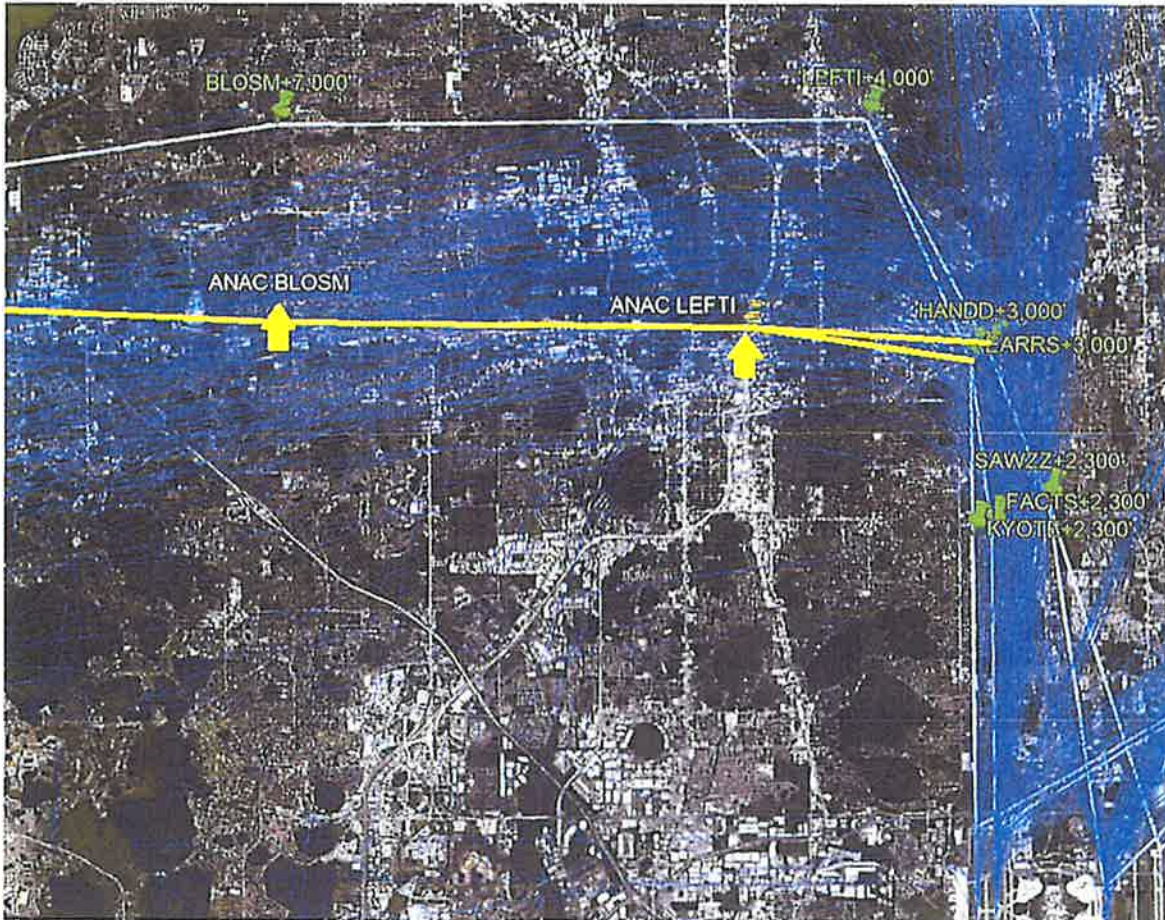


5. North Flow RNAV SID EPCOT, FSHUN, and LEWRD

There is concern that the routing to LEFTI and BLOSM will shift traffic to an area that currently has a low concentration of departure flight tracks. Consider shifting these waypoints south to ANAC LEFTI and ANAC BLOSM, depicted in yellow (Fig. 5) to keep departures closer to today's pattern, and to a path that follows more closely along the commercially developed area of SR 50.

- a. Suggested ANAC LEFTI - 28°33'8.63"N 81°22'54.67"W
- b. Suggested ANAC BLOSM - 28°33'14.86"N 81°29'45.41"W

Figure 5 – North Flow Departures EPCOT/ FSHUN/ LEWRD



6. Authority Comment on RWY 35L/ R Departures to JWOLF Waypoint

It appears that the future JWOLF location on the FATHE RNAV SID will shift departure tracks to the east. This would introduce noise to areas that are not currently accustomed to such high intensity traffic. This procedure is expected to generate significant amounts of new noise complaints during north flow operations.

Figure 6 – RWY 35L/ R Departures to JWOLF Waypoint





**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP for Centennial Consultant

Background: In 2024, the City will observe its 100th Anniversary. In order to assist the Special Events Committee, who is charged with organizing this event, the City will issue an RFP for an event planning consultant. The RFP was reviewed and approved by the Special Events Committee.

Staff Recommendation: Approve issuing the RFP.

Suggested Motion: I move to approve the RFP and direct the staff to publish the RFP.

Alternatives: Do not issue the RFP.

Fiscal Impact: \$3,500 for consultant work.

Attachments: RFP

REQUEST FOR PROPOSAL (RFP)



Subject: **CENTENNIAL CELEBRATION CONSULTANT**

RFP #: 23-02

Due Date/Time: February 2, 2023 (3:00 p.m.)

Submit To: City Clerk

City of Belle Isle

1600 Nela Ave

Belle Isle, FL 32809

**CITY OF BELLE ISLE
REQUEST FOR PROPOSALS
FOR
CENTENNIAL CELEBRATION
CONSULTANT**

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	December 15, 2022
Deadline for Questions	January 9, 2023
Response to Questions	January 12, 2023
Deadline for Submitting Proposals	February 2, 2023 (3:00 PM EST)
Committee Initial Review	February 8, 2023
Interviews of Qualified Applicants (if needed)	Week of February 13-16, 2023
Recommendation to the City Council	February 16, 2023
City Council Approval of Proposal (Tentative)	February 21, 2023

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Section 1 – Introductory Material

1.1 STATEMENT OF PURPOSE

The City of Belle Isle is seeking a qualified individual or group for Event Planning & Services for the City’s Centennial Celebration (“Event”) scheduled for September/October 2024. The Successful Proposer will be the primary “hands on” person or firm responsible for successful implementation of this Event. The Belle Isle Special Events Committee, City staff, and members of Pioneer Days will provide secondary support.

1.2 CONTRACT TERMS

The initial contract term is for one (1) year. The City will have the option to extend at its sole discretion.

1.3 BACKGROUND INFORMATION

The City of Belle Isle, in Orange County, was incorporated in 1924, and was created as a municipality under Chapter 165, Florida Statutes and named the City of Belle Isle. The City of Belle Isle has approximately 7,200 residents. While surrounded by Orlando and Orange County and located in the just northwest of the Orlando International Airport, Belle Isle is proud of its unique small-town atmosphere.

The Belle Isle Centennial Celebration is scheduled to take place in September/October 2024 (specific dates to be determined). The event will celebrate the 100th Anniversary of the City of Belle Isle. The City does not have any pre-determined mandates with regard to the event. As such, we are seeking new and creative ideas that may be tied to past historic events or locations, but also unique ideas for celebrating our next 100 years. The proposed event should take place any time between September and October and can be conducted at any location in the City subject to approval from the property owner.

Belle Isle Centennial Celebration Objectives:

- Creates a fun, energetic event that reminds participants of the past and looks to the future
- Maximizes resident involvement and participation
- Works with the community to obtain sponsorships and volunteers
- Be financially self-sustaining event

Events could include but are not limited to:

1. Food and Music Events
2. Cultural and Historic Events
3. Art & Wine Events
4. Family Fun day

Section 2 – Scope of Services

- 2.0 Points of Contact:** City of Belle Isle City Manager and Special Events Chairperson.
- 2.1 Principal Responsibilities:** The Consultant is primarily responsible for managing all aspects of the production of the Belle Isle Centennial Event; secondary support will come from Special Events Committee members, Pioneer Days and City staff. This responsibility includes planning, overseeing programs and events, coordinating entertainment, volunteer management, and acquiring the necessary permits and meeting all safety requirements. The Consultant will assist the Special Events Chair in budget development, grant and sponsorship acquisition, recruiting volunteers, and marketing.
- 2.2 Responsibilities Include Without Limitation:**
- a. Attending Special Events Committee Meetings: Attend Special Events meetings and provide creative input to the Committee for event implementation and programming.
 - b. Event Coordination & Management: Execute the timeline and work plan established by the Special Events Committee to ensure that the event operates smoothly and deadlines are met.
 - c. Volunteers: Recruit, schedule, train, and manage volunteers to ensure appropriate staffing needs are met.
 - d. Programming: Coordinate all aspects of programming for the event including, but not limited to, entertainment, food and beverage, lectures and screenings, and other event activities. As part of this task, the Consultant will take the necessary steps to make the event ADA accessible. Examples are, but not limited to, electrical cords not crossing the accessible routes, accessible parking is provided, accessible porta-potties are brought in (if necessary), stages are accessible if the public can go on the stage.
 - e. Venue and Technical Management: Secure the appropriate venues and technical equipment, personnel or supplies for event activities.
 - f. Fundraising: Work closely with the Special Events Chair and City staff to secure grants and sponsorships for the event. Ensure that all grant and sponsorship commitments are met.
 - g. Marketing: Assist the Special Events Chair and City staff in developing and executing a marketing plan for the event to include advertising, publications, public relations, social media, and networking in the community.
 - h. Signage: Develop (in consultation with the Special Events Committee) and execute a signage plan to ensure that visitors are successfully directed to event activities.
 - i. Post-Event Recap and Action Plan: Debrief and discuss successes and lessons learned.

Section 3 – Procurement Instructions

3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Bob Francis at bfrancis@belleislefl.gov or Holly Bobrowski at hbobrowski@aol.com by January 9, 2023 by 4:00 p.m. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City’s website by January 12, 2023. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer’s responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City’s website.

Written questions received January 9, 2023 may not be answered. Only written questions answered by a formal written Addendum will be binding.

3.2 SUBMISSION OF PROPOSAL

3.2.1 Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3 along with a single flash/jump drive containing the RFP response in Adobe PDF format. All copies and the flash/jump drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

3.2.2 Sealed proposals must be received on or before **February 2, 2023 by 3:00 PM (Eastern Time)**, at the Office of the City Clerk, 1600 Nela Ave, Belle Isle, Florida 32809. The City Clerk’s office hours are 7:00 a.m. to 5:00 p.m., Monday through Friday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

3.2.3 On the envelope containing the proposal the following shall be written in large letters:

Proposal For:	Consultant Service for Centennial Celebration
RFP Number:	RFP # 23-02
To Be Opened:	February 2, 2023 by 3:00 PM (Eastern Time)

3.2.4 Proposals will be opened and listed publicly in City Council Chambers, 1600 Nela Ave, Belle Isle, Florida 32809 on the date and time specified above.

3.2.5 All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on DemandStar, the City’s website (www.belleislefl.gov) or by sending an email to the City Clerk at yquiceno@belleislefl.gov. All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer’s acceptance of the terms and conditions of the specifications.

- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that their proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Belle Isle may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.
- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Belle Isle reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.
- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.
- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.

- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Belle Isle and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that they has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from Yolanda Quiceno, City Clerk, at yquiceno@belleislefl.gov or on the City's website at www.belleislefl.gov.
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.
- 3.2.20 Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

3.2.21 Cone of Silence - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City Manager, Bob Francis at bfrancis@belleislefl.gov. Communications initiated by a Proposer to anyone other than the City Manager may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3.3 FORMAT AND CONTENTS

3.3.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the proposal number and description.

3.3.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.3.3 Tab 2 - Letter of Transmittal

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.3.4 Tab 3 - General Information

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

- 3.3.4.5** State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.3.4.6** Give the date business was organized and/or incorporated, and where.
- 3.3.4.7** Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.3.4.8** Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.3.4.9** State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
- 3.3.4.10** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Proposer.
- 3.3.4.11** Provide printout of company information from Florida Department of State, Division of Corporations (**SUNBIZ.Org**)
- 3.3.4.12** How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Belle Isle is always looking for ways to improve its services.

3.3.5 Tab 4 – Project Approach

- 3.3.5.1** Describe in detail your proposal to fulfill the requirements of the scope of services.
- 3.3.5.2** Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

3.3.6 Tab 5 – Experience and Qualifications

- 3.3.6.1** Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2** Identify the Proposer's qualifications to perform the services identified

in this RFP.

3.3.6.3 Provide a minimum of three (3) references with all contact information including telephone number and email address. If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Orange County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

3.3.7 Tab 6 – Pricing and Payment Terms

3.3.7.1 Provide a detailed itemization of cost of services including hourly rates by project personnel classification and approved FDOT overhead factor (if applicable).

Section 4 – Review and Evaluation Process

4.1 REVIEW AND EVALUATION

The City will review and evaluate of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

4.1.1 The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.

4.1.2 The Evaluation Committee will rank all proposals according to the criteria listed.

4.1.3 The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

4.1.6 For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Submission of all required Forms and Documents as indicated in Section 3.3.	Pass/Fail
2	Attachment A – Non-Discrimination Affidavit	Pass/Fail
3	Attachment B – Domestic Partnership Certification	Pass/Fail
4	Attachment C – Non-Debarment Affidavit	Pass/Fail
5	Attachment D – Drug-Free Workplace Certification	Pass/Fail
6	Attachment E—Non-Collusive Affidavit	Pass/Fail
7	Attachment F – Certification Pursuant to Florida	Pass/Fail
8	Experience and Qualifications	40
9	Project Approach	30
10	Pricing	30

Section 5 – General Terms and Conditions

5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.1.1 Non-Discrimination - Section 1.8 of the City’s Purchasing Policy states in part:

It is the policy of the City to promote the principles of equal opportunity in its contracting activities by assuring that those seeking to do business with the city will treat contractors, subcontractors, and employees equally and will not engage in discrimination against their contractors, subcontractors, or employees because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation or as a member of any other protected class.

The Contractor will certify to the City that that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

5.1.2 Non-Discrimination Affidavit - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.

5.1.3 Non-Debarment Affidavit - The Proposer shall submit an executed copy of the

Debarment Affidavit attached to this Request for Proposal – Attachment B.

5.1.4 Drug-Free Workplace – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment C.

5.1.5 Non-Collusive Affidavit—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment D.

5.1.6 Certification Pursuant to Florida Statute § 287.135 – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment E.

5.1.7 This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.

5.1.8 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation – the City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

5.2 APPLICABLE LAW AND VENUE

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Belle Isle and any RFP Proposer shall be brought in Orange County, Florida.

5.3 CONDITIONS OF PROPOSALS

5.3.1 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

5.3.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

5.3.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection.

5.3.4 Award Presentation – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

5.4 TERMS AND CONDITIONS OF AGREEMENT

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

5.6 EXECUTION OF AGREEMENT

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Belle Isle issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.7 CONFLICT OF INTEREST

The award hereunder is subject to the provision of State of Florida Statutes and City of Belle Isle Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

5.9 PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer 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 the construction or repair of a public building or public work, may not submit bids on leases of real property to a

public entity, may not be awarded or perform work as a proposer, 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 §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- ✓ A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- ✓ The amount due, applicable discount(s), and the terms thereof;
- ✓ The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

5.11.1 The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) **Worker’s Compensation and Employer’s Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------	---

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;

- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

5.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF BELLE ISLE SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

5.11.3 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

5.11.4 The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

5.11.5 The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

5.11.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best’s Insurance Guide.

5.11.7 The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Belle Isle as additional insured.

5.12 CODE OF ETHICS

If any Proposer violates the Code of Ethics of the City of Belle Isle or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

5.13 PATENTS, ROYALTIES AND COPYRIGHT

The Proposer, without exception, shall defend, indemnify and save harmless the City of Belle Isle, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Belle Isle, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.14 INDEMNIFICATION

5.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

5.14.2 The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

5.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained here the highest ranked in is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

5.15 WARRANTIES

5.15.1 Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

- 5.15.2** Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 5.15.3** Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 5.15.4** All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

5.16 PUBLIC RECORDS

The City of Belle Isle is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 5.16.1** Keep and maintain public records required by the CITY to perform the service;
- 5.16.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 5.16.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 5.16.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5.16.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

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 CITY CLERK, 1600 NELA AVENUE, BELLE ISLE, FLORIDA 32809. (407) 851-7730 YQUICENO@BELLEISLEFL.GOV

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, City Purchasing Police Section 1.8 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person’s association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 2022, by
_____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID Produced

ATTACHMENT B

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions(Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

By: _____

Title: _____

Company: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn, to and subscribed before me this ____ day of _____, _____,

by _____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID Produced

ATTACHMENT E

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____

Print Name and Title

Company Name

certify that _____ does not:

Company Name

- 1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

Must be executed and returned with attached proposal to be considered



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP for Sidewalk Repair and Replacement

Background: The City Council directed that the Public Works Department inspect, repair and/or replace all public sidewalks and driveway aprons in the right of way. In order to have this work done in an orderly and expeditious manner, the City staff is recommending that an RFP be issued for the work. The RFP allows for a single or multiple contractors to do the work. Having a continuing services contract with a single or multiple contractors would eliminates the need to request quotes every time work is necessary.

Staff Recommendation: Approve issuing the RFP.

Suggested Motion: I move to approve the RFP and direct the staff to publish the RFP.

Alternatives: Do not issue the RFP.

Fiscal Impact: \$500,000 budgeted for the work.

Attachments: RFP

City of Belle Isle

Belle Isle, Florida



REQUEST FOR PROPOSAL

SIDEWALK REPAIR & REPLACEMENT (2023-2025)

RFP #23-03

PROPOSAL DUE: February 23, 2023 by 3:00 P.M.

SUBMIT PROPOSAL TO:
City of Belle Isle
ATTN: City Clerk
1600 Nela Avenue
Belle Isle, FL 32809

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TABLE OF CONTENTS

PROPOSAL REQUIREMENTS

- PART 1 SCOPE OF WORK**
- PART 2 INSTRUCTIONS TO CONTRACTORS**
- PART 3 PROPOSAL SCHEDULE**
- PART 4 NON-COLLUSION AFFIDAVIT**
- PART 5 CONTRACTOR’S CERTIFICATIONS**
- PART 6 CONTRACTOR’S REGISTRATION FORM**
- PART 7 CONTRACTOR’S QUALIFICATIONS & REFERENCES**
- PART 8 ADDITIONAL FORMS**

CONTRACT

DIVISION 0 - CONTRACT REQUIREMENTS

- 00 5105 Notice of Award**
- 00 5205 Construction Services Agreement, including:**
 - Appendix A Scope of Work**
 - Appendix B General Conditions**
 - Appendix C Insurance**
 - Appendix D Construction Performance Bond**
 - Appendix E Construction Labor and Materials Payment Bond**
 - Appendix F Supplemental Conditions**

DIVISION 1 - GENERAL AND TECHNICAL REQUIREMENTS

- 01010 Summary of Work**
- 01025 Measurement and Payment**
- 01500 Construction Facilities and Temporary Controls**
- 01570 Traffic Control**
- 01580 Construction Methods**
- Standard Details and Attachments**

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PART 1

SCOPE OF WORK

1-1 Scope of Work

- A. The work consists of furnishing all labor, materials, equipment and services necessary to complete the removal and replacement of concrete sidewalks, curbs and gutters, driveways, curb ramps, curb inlets, asphalt concrete pavement tie-in, and miscellaneous concrete repairs as may be requested within the City of Belle Isle on an as needed basis during the term of the contract. All work shall include necessary traffic control. The locations of work will be throughout the City. Concrete replacement shall be completed within thirty (30) calendar days from commencement of work. Work shall commence within fourteen (14) calendar days of notification by the City.
- B. The City reserves the right to add or delete any identified work. All work performed shall be measured and paid based on the contract unit prices identified in the proposal schedule. The unit prices shall not be subject to change based on the addition or deletion of work.

1-2 Location and Description of Work

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; repairing sections of failed asphalt concrete pavement; and replacement of curb inlets and concrete repair of adjacent sidewalk flags. The work shall include traffic control, saw cutting, excavation, backfilling, compaction; installation of root barriers, patching asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Belle Isle.

To provide guidance to the proposers in preparing the proposal schedule, the type of work expected to be performed is as follows:

A. Project Areas:

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in **Part 3—Proposal Schedule** at one or more locations during the term of the contract. While there will be no minimum quantities for work the City will use its best efforts to ensure that the work order contains no less than one thousand (1000) square feet of sidewalk, two hundred (200) linear feet of curb and gutter, or four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be 25 square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in **Part 3 - Proposal Schedule**.

1-3 Duration of Contract

The Sidewalk Repair & Replacement (2023 -2025) will be for a contract period of three (3) years. The contract start date will be determined after approval of the agreement by the Belle Isle City Council. The target date for Council approval is March 7, 2023.

1-4 Conditions

- A. In submitting a proposal for this project, the Contractor acknowledges that they are familiar with all conditions and requirements included herein.
- B. The Contractor shall be responsible for ensuring that all work performed on this project is in strict compliance with the applicable Codes, regulations, and project requirements.
- C. The Contractor shall obtain and pay for all permits, licenses and any other related fees required for this work. The Contractor shall possess and maintain a current State of Florida license and a City of Belle Isle Business License throughout the duration of the contract.
- D. The Contractor shall maintain insurance provisions as required in the contract.

1-5 General

- A. Contractor shall assign and identify one person that the City can contact regarding the work throughout construction.
- B. Contractor shall be responsible for jobsite security, safety, and cleanliness and shall properly barricade, secure, and delineate all areas from the time work begins until the work is complete and the areas are opened for use.
- C. Any excavated areas shall not be left open over the weekend. All significant phases of concrete work must be completed within the same week (Monday to Friday) as they are started. Debris cannot be stored on site and must be removed promptly. See Traffic Control section.
- D. Contractor’s activities shall be limited to the hours between 7:00 AM and 7:00 PM Monday through Friday. The Contractor shall not start, operate, move or work on any equipment prior to 7:00 AM. Deviation from these hours will not be permitted without prior written approval from the City, except in the event of emergencies involving immediate hazard to persons or property.
- E. The Contractor shall have **thirty (30) calendar days from the date of commencement** of work **to complete** all work. Work shall **commence within fourteen (14) calendar days of notification** by the City.

1-6 Award

City of Belle Isle reserves the right to award this project to the Contractor it considers most suitable to perform the work, or to multiple Contractors meeting the requirements. The City will consider the proposal costs for all items identified together with the Contractor’s qualifications and references to form the basis for its decision. The award will

be based, in part, on the lowest proposal schedule total; however, proposal price alone will not be the sole determining factor in the selection of the Contractor for this work.

It should be noted that the **estimated quantities** are for proposal purposes only and are not to be construed as actual quantities. The City reserves the right to increase or decrease the quantity of any item or delete items as may be deemed necessary without voiding the contract.

The City reserves the right to reject any or all proposals, and to waive any irregularities in the proposals received.

1-7 Changes in Work

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair or replacement locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

See Section 1.5 CHANGES in Appendix F of the Contract Services Agreement.

1-8 Order of Work

Concrete repairs will be required throughout the City of Belle Isle.

A. Project Areas:

Work be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor’s Proposal Schedule. The Contractor shall **complete any given work order within thirty (30) calendar days of the commencement of work.** Work shall **commence within fourteen (14) calendars days of notification by the City.**

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

1-9 Compensation

A. Invoicing Requirements

Payment for all work items shall be paid as identified in the Proposal Schedule. Invoices shall be submitted for payment on a monthly basis when the work for that month is completed.

Progress payments shall itemize and account for the costs and quantities of work based on each location of work. See Section 1.05—CHANGES in Appendix F of the Contract Services Agreement. Partial payments, except the final payment, shall not be made for periods of less than one month.

B. Cost of Living Adjustment

At the end of the first year of the contract period, the unit rates in the proposal may, upon Contractor request or evaluation by the City, be increased or decreased in direct proportion to the increase or decrease in the Consumer Price Index (CPI) for the past year (June to June). The CPI shall be the Orlando Consumer Price Index for all urban wage earners. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

1-10 Liquidated Damages

Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.

For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

1-11 Process

The City will perform an evaluation of each project location with the Contractor prior to the Contractor mobilizing to a particular area to perform the work. The City will place markings on the sidewalk (or other frontage improvement) to identify the limits of the work to be performed.

1-12 Notifications

The City shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the City. Handbills shall be distributed 7 calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates and hours of the work to be clearly identified.

1-14 Review of Contract Documents and Job Sites

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents before commencing activities. Errors, inconsistencies or the discovery of unforeseen conditions shall be reported to the City immediately.

1-15 Inspection of the Work

- A. The Contractor shall notify the City forty-eight (48) hours in advance of the start of work in any area.
- B. All work performed and all materials furnished shall be subject to inspection and approval of the City. The Contractor shall notify the City at least 24 hours in advance of the work locations that have been exposed and requested to be inspected by the City. Contractor shall not begin concrete replacement without said inspection and approval by the City.
- C. Any work performed without proper inspection will be subject to rejection. Any corrective work required due to rejected work will be performed at the Contractor's expense. The Contractor shall furnish the City with documentation to ascertain that the materials used, methods employed, and workmanship provided is in accordance with the specifications.
- D. Work not properly performed will be subject to rejection. Any work performed in unauthorized areas or in a manner unacceptable to the City may be rejected and no payment will be made for rejected work.
- E. Inspection of the work does not relieve the Contractor of its obligation to fulfill the conditions of the contract.

1-16 Removal of USA Marker

It shall be the Contractor's responsibility to remove all underground utility markings after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1-17 Permits

The Contractor shall be responsible for obtaining any necessary permits and other agency permits prior to commencement of any work. Permit fees will be waived for City issued permits.

* END OF DOCUMENT *

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PART 2

INSTRUCTIONS TO CONTRACTORS

Proposals are requested by Owner, for a general construction contract, or work described in general, as set forth by the following terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF PROPOSALS

1.01 Required Pre-Proposal Investigations

- A. Prior to submission of Proposal, Contractor must conduct a careful examination of Proposal Documents and understand the nature and extent, and location of Work to be performed.

Contractor Questions and Answers

- A. Contractors must direct all questions about the meaning or intent of Proposal Documents to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Proposal Documents. Owner may not answer questions received less than 10 Days prior to the date for receiving Proposals.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Contractors shall not rely on oral statements.

Addenda

- A. Addenda may also be issued to modify the Proposal Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Proposal Schedule and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF PROPOSALS

2.01 Date and Time

Proposals are due on February 23, 2023, at 3:00 pm. Contractors must submit Proposals in accordance with this Document (Instructions to Contractors).

2.02 Required Contents of Proposal – Contractors must submit ALL of the following:

- A. **Part 3-Proposal Schedule**– Contractors must complete all Proposal items and supply all information required by Proposal documents.
- B. **Part 4-Non-Collusion Affidavit**
- C. **Part 5-Contractor Certifications**
- D. **Part 6-Contractor’s Registration Form**
- E. **Part 7-Contractor’s Qualifications and References**

ARTICLE 3 –PROPOSAL EVALUATION

3.01 Selection of Contractor

Owner will initially evaluate each proposal for responsiveness, and make a determination of the most qualified company and reasonable proposal.

Proposal price alone will not be the sole determining factor in the selection of the contractor for this work. The City will consider the proposal costs for all proposal items identified herein together with

the contractor qualifications, company history, capabilities, and references to form the basis for its decision. All Contractors are required to submit Prices on all Proposal items.

Owner will evaluate the selected contractor for responsiveness and for responsibility.

3.02 Evaluation of Proposals

Proposals must be full, complete, clearly written and include the required forms. Contractors shall make any change in the Proposal by crossing out the original entry, entering and initialing the new entry. Contractor's failure to submit all required documents strictly as required entitles Owner to reject the Proposal as non-responsive. All Contractors must submit Proposals containing each of the fully executed documents supplied in this Project Manual.

In evaluating Proposals, Owner will consider Contractors' qualifications, whether or not the Proposals comply with the prescribed requirements, unit prices, and other data, as may be requested in Part 3 – Proposal Schedule.

Owner may conduct reasonable investigations and reference checks of Contractor and other persons and organizations as Owner deems necessary to assist in the evaluation of any Proposal and to establish Contractor's responsibility, qualifications, financial ability, and capability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Proposal constitutes Contractor's consent to the foregoing.

Owner shall have the right to consider information provided by sources other than Contractor. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

3.03 Reservation of Rights

Owner reserves the right to:

Reject any or all nonconforming, non-responsive, unbalanced, or conditional Proposals; and

To reject the Proposal of any Contractor as non-responsive as a result of any error or omission in the Proposal.

If Owner believes that it would not be in the best interest of Project to make an award to that Contractor, whether because the Proposal is not responsive, the Contractor is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.

For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some Proposal items and enhanced prices for other Proposal items.

Owner may reject any or all Proposals and waive any informalities or minor irregularities in the proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-issue the RFP.

If the Owner believes it would be in the best interest of the City to make multiple awards, the City may do so.

3.04 Required Contractor Registration

- A. Owner shall accept Proposals only from Contractors that (along with all Subcontractors) are currently registered and qualified to perform public work pursuant to F.S. CHAPTER 448 GENERAL LABOR REGULATIONS..
- B. Any Proposal not complying with paragraph 3.04.A, above, shall be returned and not considered.

ARTICLE 4 MANDATORY PROPOSAL PROTEST PROCEDURES

4.01 Submission of Written Proposal Protest

- A. Any Proposal protest in connection with the construction contract must be submitted in writing to the **City Clerk's Office, located at 1610 Nela Ave., Belle Isle, FL 32809**, before 5:00 P.M. of the fifth Business Day following receipt of Proposals.
- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party. Only Contractors who the Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Contractor will not be considered. In order to determine whether a protesting Contractor is responsive and responsible, Owner may evaluate all information contained in any protesting Contractor's Proposal, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Prevailing Contractor.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Contractors who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Contractor's sole and exclusive remedy in the event of Proposal protest. Contractor's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Contractor may not rely on a protest submitted by another Contractor, but must timely pursue its own protest.

ARTICLE 5 AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the most qualified Contractor (s) within ninety (90) days after receipt of the Proposals.
- B. Owner will issue Notice of Award. Contractor must execute and submit to Owner the **"Required Contract Documents and Proof of Insurance"** set forth below, by **5:00 p.m. of the 20th Day following the Notice of Award.**

5.02 Required Contract Documents and Proof of Insurance

- A. Construction Services Agreement fully executed by successful Proposer (s).
Submit two originals, each bearing an original signature on the signature page and initials on each page.
- B. Insurance certificates and endorsements required by Appendix C: Submit one original set.
- C. If Contract Sum exceeds (or is expected to exceed) \$50,000, Construction Performance Bond in form provided at Appendix D, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.
- D. If Contract Sum exceeds (or is expected to exceed) \$50,000, Construction Labor and Material Payment Bond in form provided at Appendix E, fully executed by successful Contractor and surety, in the amount set forth therein. Submit one original.
Any other items identified by Owner in Notice of Award.

5.03 Failure to Execute and Deliver Documents:

- A. If Contractor to whom Contract is awarded, within the period described fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, for Contractor’s failure to enter into the Contract Documents.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Qualified Contractor and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Proposals.

ARTICLE 6 GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Contractor’s proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Payment Bond:

If the Project involves an expenditure in excess of fifty thousand dollars (\$50,000), the successful Contractor must file a payment bond with and approved by Owner prior to entering upon the performance of the Work.

6.03 Withdrawal of Proposals:

Contractor may withdraw their Proposals at any time prior to the Proposal Due time fixed in this RFP, only by written request for the withdrawal of Proposal filed with Owner at the **City Clerk’s Office, located at 1600 Nela Ave., Belle Isle, FL 32809**. Contractor or its duly authorized representative shall execute request to withdraw Proposal.

6.04 Ineligible Contractors and Subcontractors:

Owner shall not accept a Proposal from a Contractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Florida Statutes. The Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project.

6.05 Public Records

The City of Belle Isle is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the CITY to perform the service;

Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor

transfers the records in its possession to the CITY; and

Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
1600 NELA AVENUE
BELLE ISLE, FLORIDA 32809
(407) 851-7730 YQUICENO@BELLEISLEFL.GOV**

6.06 Substitutions:

- A. Contractors must base their Proposals on products and systems specified in the Contract Documents or listed by name in Addenda. Substitutions are permitted only as provided in the Contract Documents

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PART 3

**PROPOSAL SCHEDULE
DOCUMENT 00 4115**

THIS PROPOSAL IS SUBMITTED BY:

(Firm/Company Name)

Re: **Sidewalk Repair & Replacement Project (2023-2025)**

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the **City of Belle Isle, Florida** in the form included in the Contract Documents, (Construction Services Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Contractor accepts all of the terms and conditions of the Contract Documents (Instructions to Contractors. This Proposal will remain subject to acceptance for 60 Days after the day of Proposal opening, unless there is a Proposal protest, then 90 days after the day of receipt of Proposals.
3. In submitting this Proposal, Contractor represents that Contractor has examined all of the Contract Documents, performed all necessary Pre-Proposal investigations, attended the mandatory Pre-Proposal Meeting (if any) and received the following Addenda:

Addendum Number	<u>ADDENDUM DATE</u>	Signature of Contractor

4. Based on the foregoing, Contractor proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Proposal Schedule:

PROPOSAL SCHEDULE

PROPOSAL ITEMS – All proposal items, including Total Amount and Unit Prices, must be filled in completely. Proposal items are described in the Contract Documents. Quote in figures only, unless words are specifically requested.

Contractor proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money in the following Schedule of Proposal Prices:

ITEM No.	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	TOTAL ANNUAL AMOUNT
1.	Sidewalk Replacement	Square feet	\$ _____.____	4000	\$ _____.____
2.	Standard Curb and Gutter with 2' wide AC conform	Lineal foot	\$ _____.____	400	\$ _____.____
3.	Root Barrier	Lineal foot	\$ _____.____	100	\$ _____.____
4.	Minor Concrete Repair (Reinforced Storm Drain Curb Inlet lid)	Each	\$ _____.____	30	\$ _____.____
5.	Residential Driveway	Square feet	\$ _____.____	1	\$ _____.____
6.	Commercial Driveway	Square feet	\$ _____.____	1	\$ _____.____
7.	Curb Ramp – Type A (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____
8.	Curb Ramp – Type B (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____
9.	Curb Ramp – Type C (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____
10.	Curb Ramp – Type D (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____
11.	Curb Ramp – Type E (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____
12.	Curb Ramp – Type F (per latest FDOT Detail)	Each	\$ _____.____	1	\$ _____.____

13.	Curb Ramp – Type G (per latest FDOT Detail)	Each	\$ ____.	1	\$ ____.
13.	Curb Ramp – Type H (per latest FDOT Detail)	Each	\$ ____.	1	\$ ____.

TOTAL NOT TO EXCEED AMOUNT \$ ____.

(Indicate Proposal Price in words)

1. THE UNDERSIGNED ACKNOWLEDGES THAT PROPOSAL PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR IN THE SELECTION OF THE CONTRACTOR FOR THIS WORK. THE CITY WILL CONSIDER THE PROPOSAL COSTS FOR ALL PROPOSAL ITEMS IDENTIFIED HEREIN TOGETHER WITH THE CONTRACTOR QUALIFICATIONS AND REFERENCES TO FORM THE BASIS FOR ITS DECISION.
2. The undersigned Contractor understands that Owner reserves the right to reject this Proposal.
3. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Contractor within the time described in Paragraph 2 of this Document or at any other time thereafter before it is withdrawn, the undersigned Contractor will execute and deliver the documents required by Instructions to Contractors within the times specified therein.
4. Notice of Award or request for additional information may be addressed to the undersigned Contractor at the address set forth below.
5. The undersigned Contractor agrees to commence Work on the date established in, and to complete all Work within the time specified in the Construction Services Agreement
6. The undersigned Contractor agrees that liquidated damages for failure to complete all Work in the Contract within the time specified in Construction Services Agreement shall be as set forth in RFP.
7. UNIT PRICES ARE REQUIRED FOR ALL WORK IDENTIFIED IN THE PROPOSAL SCHEDULE.
8. Full compensation for all work required including saw cutting, asphalt concrete removal, excavation, backfilling using native or imported soil, grading and tree root cutting and removal, and site restoration, including all labor, materials, equipment and incidentals necessary to complete the work, shall be included in the prices for "Square Foot of Sidewalk," or "Lineal Foot of Curb and Gutter," or "Square Foot of Driveway or Curb Ramp," "Lineal Foot of Root Barrier" or "Square Foot of Asphalt Concrete Patching" and no additional compensation will be allowed.
9. Proposal price shall include the repair and replacements of any minor irrigation systems damaged as part of the work in addition to the replacement of the same or better landscaping damaged or removed.
10. Proposal shall be considered all-inclusive, and shall include the cost of all labor, equipment, materials, traffic control, **removal of USA markings**, insurance and other services included herein.

11. The names of all persons interested in the foregoing Proposal as principals are:

IMPORTANT NOTICE: If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

NAME OF CONTRACTOR:

licensed in accordance with an act for the registration of Contractors, and with license number: _____ Expiration: _____.

(Place of Incorporation, if Applicable)	(Principal)
	(Principal)
	(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Contractor)

NOTE: If Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Proposal:

IMPORTANT NOTICE:

If Contractor or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Contractor or other interested person is an individual, give first and last names in full.

* END OF DOCUMENT *

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PART 4

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

(1) He/she is the _____,(Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

By: _____

Title: _____

Company: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn, to and subscribed before me this ____ day of _____, _____,

by _____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID Produced

*** END OF DOCUMENT ***

PART 5

CONTRACTOR'S CERTIFICATIONS

(To be Completed by Contractor and Submitted with Cost Proposal)

The undersigned Contractor certifies to Owner as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Contractor within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Contractor, any officer of Contractor, or any employee of Contractor who has a proprietary interest in such Contractor, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

CONTRACTOR'S SIGNATURE

Company Name _____
Signed by (printed) _____
Title _____
Dated _____

* END OF DOCUMENT *

PART 6

CONTRACTOR'S REGISTRATION AND INSURANCE VERIFICATION FORM

(To be Completed by Contractor and Submitted with Cost Proposal)

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Email Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501(c)(3) _____ Corporation
 _____ other (please explain: _____)

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction (if Required by Document 00 5205 Informal Construction Services Agreement, Appendix A):

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

CONTRACTOR CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

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PART 7

CONTRACTOR'S QUALIFICATIONS AND REFERENCES (To be Completed by Contractor and Submitted with Cost Proposal)

Name of Contractor: _____

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. Has contractor ever failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefore.)

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor: _____

Print Name and Title

* END OF DOCUMENT *

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

* END OF DOCUMENT *

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

Must be executed and returned with attached proposal to be considered

DIVISION 0

CONTRACT REQUIREMENTS

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DOCUMENT 00 5105

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR: **ESTERO MUNICIPAL IMPROVEMENT DISTRICT
SIDEWALK REPAIR & REPLACEMENT (2020-2022)**

The Contract Sum of your Agreement is _____
(Amount in Words)

Dollars (\$ _____)

1. Two copies of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by **5:00 p.m.** of the **20th Day** following the date of this Notice of Award, that is, by **Day of the Week, Month Day, 2020**.
 - a. Deliver to Owner **two** fully executed counterparts of Document 00 5205 (Construction Services Agreement). Each copy of Document 00 5205 must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to Owner one original set of the insurance certificates with endorsements required by Document 00 5205 Appendix C.
 - c. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Performance Bond in form attached to Document 00 5205 as Appendix D, executed by you and your surety.
 - d. If your Contract Sum exceeds (or is expected to exceed) \$25,000, deliver to Owner one original Construction Labor and Material Payment Bond in form attached to Document 00 5205 as Appendix E, executed by you and your surety.
3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Proposal abandoned and to annul this Notice of Award.
4. Within 21 Days after you comply with the conditions in Paragraph 2 of this Document 00 5105, Owner will return to you one fully signed counterpart of Document 00 5205 (Informal Construction Services Agreement) with 1 copy of the Project Manual (including Specifications and Drawings).
5. Before you may start any Work at the Site, you must attend a pre-construction conference. The pre-construction conference may be arranged through Greg Baeza, (650) 286-3551. Questions regarding bonds and insurance may be directed to Andra Lorenz, (650) 286-3215 . All other inquiries regarding the Project should be directed to Greg Baeza .
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records in accordance with Labor Code Section 1776.

OWNER: ESTERO MUNICIPAL IMPROVEMENT DISTRICT

By: _____
(Title)

(Print Name)

ATTEST: _____
City Clerk

(Print Name)

AUTHORIZED BY CITY RESOLUTION:

NO: _____

ADOPTED: _____, 2020

Copy of Resolution Attached

END OF DOCUMENT

DOCUMENT 00 5205

CITY OF BELLE ISLE

610 Belle Isle Boulevard, Belle Isle, CA 94404

CONSTRUCTION SERVICES AGREEMENT

SIDEWALK REPAIR & REPLACEMENT (2020-2022)

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR:

LICENSE NO:

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (Contract Sum) shall not exceed \$_____, to be paid as (check one): (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$_____. All payments (check one): shall shall not be subject to a five percent (5%) retention on each work order issued under this contract.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Work is issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work. Work shall commence within fourteen (14) calendars days of notification by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

4.01 Liquidated Damage Amounts.

A. Once work is started on any given work order, work must be completed within thirty (30) calendar days. For each calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 100.00 (One Hundred and 00/100 Dollars) per calendar day until the work is complete.

- B. \$100 per calendar day in liquidated damages will also be assessed for each calendar day exceeding seven (7) calendar days between removal and replacement of concrete in any location.
- C. For all work, once the City notifies the contractor, work must commence within fourteen (14) calendar days. For each calendar day in excess of the time specified for commencement of work, the Contractor shall pay to the City, or have withheld from monies due, the sum of \$ 50.00 (Fifty and 00/100 Dollars) per calendar day until the work is commenced.

4.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.
- C. Should the Contractor fail to complete all or any portion of the work within the specified time or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earnings for the time that the work remains incomplete after the time set for its completion.
- D. After the specified or formally extended completion of time, no time extension will be granted for delays caused by climatic conditions.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

Appendix A – Scope of Work

Appendix B – General Conditions

Appendix C – Insurance

Appendix D – Construction Performance Bond

Appendix E – Construction Labor and Materials Payment Bond

Appendix F – Supplemental Conditions

Division 1 General and Technical Requirements

- 5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with

this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

**City of Belle Isle,
Greg Baeza
100 Lincoln Centre Drive
Belle Isle, CA 94404**

CONTRACTOR:

OWNER: **City of Belle Isle**

Signature

Signature

Print Name & Title

Catherine Mahanpour, Mayor

Date

Date

Appendix A to Construction Services Agreement

SCOPE OF WORK

PART 1 - GENERAL

This section includes specifications related to the scope of work.

1.01 WORK DESCRIPTION

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing.

1.02 LOCATION OF WORK

Locations of work will be throughout the City of Belle Isle.

1.03 ORDER OF WORK

The Contractor is not authorized to perform any work until written direction is provided by the City.

The notification to commence work will not be issued until the contract has been properly executed, bonds are furnished and approved, and insurance certificates have been submitted and approved.

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly agrees that the Contractor has taken into consideration and made allowance for all ordinary delays and hindrances to the work to be performed and that the Contractor will complete the work within the specified time.

Work to be issued to the Contractor as a Work Order on an as-needed basis during the two (2) year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Proposal Schedule. The **Contractor shall complete any given work order within thirty (30) calendar days of the commencement of work.** Work shall **commence within fourteen (14) calendar days of notification** by the City.

The City does not guarantee a minimum number of Work Orders issued or the dollar amount of work to be performed.

The City will issue work orders to the Contractor to perform repair/replacement of sections of sidewalk or lengths of curb or gutter, or perform other concrete repairs as listed in Proposal Schedule at one or more locations during the term of the contract. While there will be no minimum quantities for work, the City will use its best efforts to ensure that the work order contains no less than one thousand (1,000) square feet of sidewalk, two

hundred (200) linear feet of curb and gutter and four (4) curb ramps. The City will also use its best efforts to group work so that a minimum length of curb and gutter to be replaced would be five (5) lineal feet and sidewalk would be twenty five (25) square feet. The quantities may not be continuous sections. Instead, they may be the sum total of small sections of various streets.

All work performed shall be measured and paid for based on the contract unit prices listed in Proposal Schedule.

1.04 DURATION OF CONTRACT

The Sidewalk Repair & Replacement (2020-2022) will be for a contract period of two (2) years. The contract start date will be determined after approval of the agreement by the Belle Isle City Council. The target date for Council approval is May 2, 2022.

1.05 CHANGES IN WORK

The City shall have the right to make changes to the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event more repair locations are added or deleted from the scheduled maintenance program.

Increase or decrease in quantities due to differences between the proposal quantities for any item and the actual constructed quantities as measured in the field shall not be considered as change in the scope of work.

1.06 USA MARKER REMOVAL

It shall be the Contractor's responsibility to **remove all underground utility markings** after construction is complete. The cost for removal of utility markings shall be included in various items of work and no additional compensation shall be allowed.

1.07 NOTIFICATIONS

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills to be prepared and furnished by the Contractor. Handbills shall be distributed 7 calendar days prior to the commencement of work. The handbills shall contain information regarding the work, dates and hours of the work to be clearly identified. A copy of the handbill shall be submitted to the City for review and approval 7 calendar days prior to distribution.

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor’s shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor’s obligations under the Contract Documents. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor’s failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner’s written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other

evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.
- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where

Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the

Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker’s Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for proposing.

2.13 Protection Of Work, Persons, And Property

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and

implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$1,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Belle Isle, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder’s Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$10,000** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner as an additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. In addition to any provisions required in clauses 1-5 above, insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
 - 6.01 City of Belle Isle, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
 - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.

- 6.04** Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above.
 8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-**, **VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
 9. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
 10. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
 11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
 12. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

- 1. THAT WHEREAS, **City of Belle Isle/Estero Municipal Improvement District**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to (**Name of Contractor**) _____ as Principal a Construction Services Agreement dated the _____ day of _____, 20____ (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2022-2024)** in the amount of \$_____, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

- 2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
- 3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged

under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

- 7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
- 8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
- 9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
- 10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Belle Isle/Estero Municipal Improvement District**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to **(Name of Contractor)** _____ as Principal a Construction Services Agreement, dated the _____ day of _____, 20 ____ (**Agreement**), titled **SIDEWALK REPAIR & REPLACEMENT (2022-2024)** located at Foster City, CA in the amount of \$ _____, which Agreement is by this reference made a part hereof, for the work described as follows:

Providing all labor, material, and equipment necessary to perform all work detailed in all work orders issued under this contract.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly

and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

- 8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF DOCUMENT

Appendix F to Construction Services Agreement

SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

Wherever in the specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. City/District or Owner: The City of Belle Isle/Estero Municipal Improvement District.
- B. Council: The City Council of the City of Belle Isle.
- C. Board of Directors: The Board of Directors of the Estero Municipal Improvement District.
- D. Proposer: Any individual, partnership, joint venture, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. Contractor: The individual, partnership, joint venture, or corporation with whom the contract is made by the City/District.
- F. Engineer: The City/District Engineer acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. See Paragraph 1.8 regarding the authority of the Engineer.
- G. Manager: The City Manager or District Manager of the City of Belle Isle/Estero Municipal Improvement District.
- H. Days: Unless otherwise designated, days as used in the specifications will be understood to mean calendar days.

1.2 TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the City/District.

1.3 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 8:00 AM to 4:00 PM, Monday through Friday, except as otherwise stipulated in the contract documents. Work hours shall be limited to 9:00 AM to 3:30 PM on all Boulevards.
- B. Work in excess of eight hours per day, on Saturdays, on Sundays, or on City/District holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection.

C. City/District holidays are:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and following Friday
- Christmas Eve
- Christmas Day
- New Year's Eve

1.4 SUBCONTRACTORS

- A. When requested, the Contractor shall furnish the name and address of each subcontractor contracting directly with the Contractor, together with a statement showing the character and location of the work, time limit, if any, and if requested, the amount of money involved in each subcontract. Each subcontract shall contain a reference to the contract between the City/District and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the principal contractor insofar as the same may be applicable to the Contractor's work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City/District. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City/District for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material personnel engaged upon the Contractor's work. It shall be the Contractor's duty to see that all of the subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers is made good by them or by the Contractor at the Contractor's expense.
- E. The City/District will not undertake to settle differences between the Contractor and their subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City/District, on those parts of the work which are specified to be performed by specialty contractors.

CHANGES

A. General:

The City/District reserves the right to make such alterations, deviations, additions to or deletions from the drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of commencement of work.

B. Increases or Decreases in Unit Price Quantities:

1. Increased or Decreased Quantities:

Increases or decreases in the quantity of a contract item of work will be determined by comparing the quantity of work as listed in the proposal schedule with the actual quantity of work performed by the Contractor, as measured by the Engineer. The City shall have the right to make changes in the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event the number of repair locations are increased or decreased from the scheduled maintenance program. All work performed shall be measured and paid based on the contract unit price included in the proposal schedule.

2. Eliminated Items:

a. The City of Belle Isle reserves the right to eliminate any of the scheduled work. The unit price shall not be subject to change based on the deletion of work.

Should any contract item of the work be eliminated in its entirety, unless otherwise provided for in the contract, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

a. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City/District and

the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for. Written documentation of costs of cancellation or return must be submitted.

- b. The actual costs or charges to be paid by the City/District to the Contractor as provided in this section will be computed based on the unit prices listed in the Proposal Schedule.

C. Protest Procedure (Change Orders):

- 1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which the Contractor has not executed, the Contractor shall submit a written protest to the Engineer within 15 calendar days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested change order will be considered as an executed contract change order.
- 2. When the protest concerning an approved change order relates to compensation, the Contractor shall keep full and complete records of the costs of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
- 3. When the protest concerning an approved work order relates to the adjustment of contract time for the completion of the work, the time to be allowed will be determined as provided in Paragraph 1.15 of this section.

D. Extra Work:

Extra work will not be paid for unless ordered in writing by the Engineer. When authorized, extra work will be paid for in accordance with the Proposal Schedule or by a negotiated adjustment.

E. REPORTING, INVOICING, AND PAYMENT

- 1. All work shall be reported monthly upon Total Work Order Sheets furnished by the Engineer to the Contractor and signed by both parties, which monthly reports shall thereafter be considered the true record of work done.
- 2. Contractor shall submit a record of work completed with each payment request. Record of work shall include detailed invoices. Those not so detailed will not be processed for payment until details are furnished.

3. Completed work shall be paid for on a monthly basis by Contract Change Order.

1.5 COST OF OVERTIME CONSTRUCTION INSPECTION

Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City/District at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays, the charges for City/District personnel will be as shown in the currently adopted rate schedule, available at the Public Works office.

There will be no charges for the inspection of overtime work ordered by the Engineer.

1.6 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with this Specification and applies in writing for a modification of the requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City/District. The Contractor's written request for deviation shall be submitted prior to the start of affected work with enough time allowed to give the Engineer a reasonable review period. Only written authorization from the Engineer will permit deviations from the specifications.

1.7 AUTHORITY OF THE ENGINEER

- A. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding upon both parties, except in the case of gross error.
- B. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but the Contractor shall be responsible for the superintendence of construction processes, coordination of subcontractors or materials, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of the work.
- C. Authority and Duties of Engineer's Field Representatives:
 1. Field representatives of the Engineer may be stationed on the project site to report to the Engineer as to the progress of the work, the manner in which it is being performed, and to report whenever it appears that material furnished and work performed by the Contractor fail to fulfill the requirements of the contract documents. The representative may direct the attention of the Contractor to such failure or infringement but such construction review shall not relieve the Contractor from any obligation to furnish acceptable materials or to provide completed construction in a safe and satisfactory manner in every particular.
 2. In case any dispute arises between the Engineer's field representative and the Contractor as to materials furnished or the satisfactory performance of

the work, the representative shall have the authority to reject materials or recommend suspension of the work by the Engineer until the question and issue can be referred to and decided by the Engineer. Such authority, however, shall not give rise to any duty on the part of Engineer's field representative to exercise this right for the benefit of Contractor or any other party. Field representatives are not authorized to revoke, alter, enlarge, relax or release any requirements of the contract documents nor to issue instructions contrary to the contract documents. Field representatives shall in no case act as foremen, superintendents, or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

1.8 INSPECTION BY CITY/DISTRICT, QUALITY ASSURANCE BY CONTRACTOR, TESTING

- A. All materials furnished and work done under this contract will be subject to inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. Work or material that does not conform to the specifications may be rejected at any stage of the work notwithstanding previous inspections by the Engineer.
- B. Quality control of the work to ensure compliance with the contract documents is the responsibility of the Contractor. Testing and inspection of the work, or the lack thereof, by the City/District does not relieve the Contractor of the responsibility to provide a quality assurance program to ensure compliance with the contract documents.
- C. The Engineer may perform or have the Contractor perform tests of material and equipment to demonstrate compliance with the contract documents. If such tests were not required to be performed by the Contractor by the contract documents, the cost of testing will be paid for by the City/District when tests show that materials or equipment comply with the contract documents, and shall be paid for by the Contractor when tests show that materials or equipment fail to comply with the contract documents.

1.9 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as the Engineer may desire respecting the character of the materials and the progress and manner of work, including information necessary to determine its costs, such as the number of personnel employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.10 SUPERINTENDENCE

- A. The Contractor shall designate in writing before starting work one authorized representative who shall have the authority to represent and act for the Contractor.
- B. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress

and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. The superintendent or foreman in charge shall be deemed to be the authorized representative of the Contractor and accepts such orders on behalf of the Contractor.

1.11 SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

1.12 LINES, GRADES, AND MEASUREMENTS

All lines and grades shall be established by the Contractor. The cost of surveying to establish lines and grades shall be included in the various items of work and no separate payments will be made.

1.13 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City/District.
- B. The City/District will provide the appropriate rights of way and property for pipelines and structures. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from the Contractor's use of City/District property.
- C. In case areas in addition to those available on the City/District's right of way or property are required by the Contractor for the Contractor's operations, the Contractor shall make arrangements with the property owners for the use of such additional areas at the Contractor's own expense.

1.14 DELAYS AND EXTENSION OF TIME

- A. If any delay having a direct effect on the work is caused by factors within the Contractor's control, it is non-excusable and the Contractor will not be entitled to compensation for damages resulting directly or indirectly therefrom, or for any extension of time.
- B. If any delay having a direct effect on the work is caused by unusually severe weather conditions, including periods exceeding the "Normal Rainfall Days", or by strikes, or act of God, such delay may be excusable and may entitle the Contractor to an equivalent extension of time, provided that the Contractor has taken reasonable precautions to foresee and prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 7 calendar days from the beginning of any such delay. In such event the Contractor shall be entitled to time only. Additional costs incurred

because of the delay will be paid for by the Contractor at no additional cost to the City/District.

- 1. No extension of time will be granted for normal rainfall. However, during the specified contract time, a day-for-day extension of time will be given for each day the rainfall is in excess of 0.1 inch of rain when the total number of rainy days (0.1 inch or greater) exceed the normal based on monthly precipitation records for the previous 10-year period from the weather recording station at the San Francisco International Airport.

Normal number of rain days for which rainfall has exceeded 0.1 inches for the 10-year period from 2010 to 2019 is as follows:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept.	Oct.	Nov.	Dec.
5	7	7	3	1	1	0	0	0	2	5	6

- C. If any delay having a direct effect on the work is caused by the specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by failure of the City/District to provide material, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility, such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and may entitle the Contractor to damages resulting directly from any of the causes of delay hereinabove specified or from delays or hindrances to the work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 10 calendar days from the beginning of any such delay.
- C. When a Contractor experiences two concurrent delays, one compensable and the other non-compensable, no compensation other than time extensions will be allowed.
- E. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

1.15 CLIMATIC CONDITIONS

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the City/District. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

1.16 ROADS AND FENCES

Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished.

1.17 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City/District, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, the Contractor's agents, servants, or employees, or any of them, be enjoined from furnishing or using any inventions, processes, equipment, articles, materials, supplies, or appliances supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such inventions, processes, equipment, articles, materials, supplies, or appliances, as may by this contract be required to be supplied and used, the Contractor shall at the Contractor's expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City/District, its officers, agents, servants, and employees, or any of them, to use such inventions, processes, equipment, articles, materials, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City/District may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City/District, or recover any amount thereof from the Contractor and the Contractor's surety, notwithstanding final payment under this contract may have been made.

1.18 PROTECTION OF PERSONS AND PROPERTY

A. Contractor's Responsibility:

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in his judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

C. Engineer's Responsibility:

- 1. The Engineer's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The City/District assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
- 2. The Engineer may suspend operations if the Contractor determines that an imminent safety hazard exists.

1.19 CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials in the execution of the contract.

1.20 PROTESTS - CONTRACT REQUIREMENTS

- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Engineer or any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Engineer, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Engineer shall be final and conclusive.
- B. No later than thirty (30) calendar days following the submission of a protest in accordance with subsection A, the Contractor shall submit to the Engineer his claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data as may be requested in writing by the Engineer within the time specified in such request. In addition, the Contractor shall maintain complete and accurate daily records of the cost of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested.
- C. Any decision, order, instructions, notice, or act or omission of the Engineer for which the Contractor has submitted a protest shall be final and conclusive on the Contractor if the Contractor fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in

nature, provided that the Engineer may, if the Contractor shows good cause, and if the interests of the City/District will not be prejudiced, consider and decide a properly documented claim on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right to the Contractor, and failure or refusal of the Engineer to exercise the Engineer's authority thereunder shall not be subject to claim by the Contractor.

1.21 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

A. Risk of Loss:

Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105 of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to the Contractor on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

B. Materials and Facilities:

1. The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of the Contractor's failure to carry out said responsibilities, the same may be carried out by the City/District at the expense of the Contractor.
 - a. The Contractor shall be responsible for any material furnished the Contractor and for the care of all work until its completion and final acceptance, and the Contractor shall at the Contractor's own expense replace damaged or lost material and repair damaged parts of the work.
 - b. The Contractor shall protect the City/District facilities from damage resulting from the Contractor's work. City/District facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
 - c. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to the Contractor or used under the Contractor's direction during construction.

1.22 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by the contract documents.
- B. Do not encumber site with excessive material or equipment.
- C. Do not impose any load on any structure that will damage or endanger structure.
- D. Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

1.23 COOPERATION WITH OTHER WORK FORCES

- A. Other Contractors, other utilities and public agencies or their Contractors, other City/District Contractors, and City/District personnel may be working in the vicinity during the project construction period.
- B. There may be some interference between these activities and the work under this Specification. The Contractor shall cooperate and coordinate their work with that of other work forces to assure timely contract completion.
- C. Coordinate all activities in and around repair locations.
- D. Any costs for providing cooperation with other work forces shall be considered as included in the proposal price for the various contract items of work and no separate payment will be made therefor.

1.24 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held at the time and place designated by the Engineer.
- B. The Contractor shall be present or be represented by an agent with authority to act for the Contractor and in responsible charge of the work to be accomplished.

1.25 MATERIAL AND WORKMANSHIP

- A. Omissions from the Plans and Specifications:

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the Contractor shall provide and install such materials as necessary for a complete and functional facility at no additional cost to the City/District. All work shall be done and workmanship completed consistent with the quality of work standard for the industry for commercial work, notwithstanding any omission from the specifications or the drawings. It shall be the duty of the Contractor to call attention to apparent errors and omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original specifications or drawings.
- B. Compliance with Jurisdictional Agency Requirements:

All work performed under this Specification may be inspected as provided in Paragraph 1.9. All work performed within city or county streets or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with the contract documents shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

1.26 SATURDAY, SUNDAY, AND HOLIDAY WORK

Without the written consent of the Engineer, no installation or construction work shall be done on Saturdays, Sundays, or holidays. Holidays are defined as City/District holidays which are listed in Section 1.3 of Appendix F in the Contract Services Agreement.

1.27 COOPERATION

The City/District reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors. The Contractor shall coordinate their work and cooperate with City/District forces and other contractors to the end that any delay or hindrance to their work will be avoided.

1.28 AGREEMENTS WITH ADJACENT PROPERTY OWNERS

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for their information.

1.29 EMERGENCY WORK

A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City/District, as the situation may warrant. The Contractor shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantial documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside Working Hours:

Whenever in the opinion of the City/District there shall arise outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City/District's forces may choose to handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as provided in the contract documents. The performance of emergency work by City/District forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

1.30 CONFLICT AMONG DRAWINGS, SPECIFICATIONS, AND/OR STANDARDS

In case of conflict among contract documents, the document of highest precedence shall prevail. The descending order of precedence shall be:

- 1. Permits and Agreements with Other Agencies
- 2. City/District Codes
- 3. Technical Specifications
- 4. Contract Requirements

5. Project Drawings
6. City/District Standards
 - a. Specifications
 - b. Drawings
7. Referenced Specifications and Standards
8. Referenced Drawings

1.31 FIRE PROTECTION

- A. The Contractor shall provide access to all fire hydrants located along the line of their work. Such access shall meet the approval of the City/District Public Safety Department, and should it be necessary to close a portion of a street for a limited time, such street shall not be closed until the Contractor has the approval of said Department.
- B. The City/District Public Safety Department shall be notified when a street is opened after it has been closed.
- C. Approval shall be obtained from that Department for the use of any fire hydrant.

1.32 ORDER OF WORK

- A. When required by specifications or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

1.33 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City/District, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The City/District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City/District shall issue a change order under the procedures described in the contract.

- C. In the event that a dispute arises between the City/District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

1.34 PROCEDURES FOR FILING AND RESOLVING CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.

- 1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

- 1. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.

- 2. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

1.35 PROCEDURES FOR CIVIL ACTIONS FILED TO RESOLVE CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.

- 1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from

the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.
3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

1.36 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for, as necessary for proper execution and completion of work:
 1. All permits, including CAL/OSHA excavation permit, not specifically furnished by the City/District.
 4. Government fees.
 5. Licenses.
 6. Certifications.
 7. Business License from the City of Belle Isle.
 8. Building, Plumbing, and Electrical Permits from the City of Belle Isle.
- B. Give required notices as required by the permits prior to work.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- D. Provide copies of all permits to the Engineer prior to work.

1.37 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the City/District that all qualified persons shall be afforded equal opportunities of employment on any public works contract entered into with the City/district. To prohibit discrimination because of race, color, religion, sex or national origin, all proposers shall be prepared to demonstrate that they and their subcontractors have undertaken a continuing program to promote the full realization of equal employment opportunities.

1.38 OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Contractor should neglect to prosecute the work properly in accordance with the contract documents, the owner, after 10 consecutive calendar days following written notice to the contractor and their surety may, without prejudice to any other remedy the

owner may have, and without declaring the contract in default or terminating the contract, correct such deficiencies in work intended to become a permanent part of the project, and may deduct the cost thereof from the payment then or thereafter due the Contractor or the entire cost thereof shall be paid by the Contractor or the Contractor's surety. The owner reserves the right to take over work in the event of an emergency.

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SIDEWALK REPAIR AND REPLACEMENT (2020-2022)

PAYROLL CERTIFICATION FORM

I, _____, the undersigned, am _____,
(Name – Please Print)

with the authority to act for _____
(Position in Business)

for and on behalf of _____
(Name of Business and/or Contractor)

do hereby certify under penalty of perjury that the payroll records or copies thereof hereby submitted, consisting of _____ (Description, # of _____, are the originals, or true, full, and Pages) correct copies of the originals, which correctly depict the craft or type of work performed, hours and days worked, prevailing wage rates, and disbursements, by cash, check or other form, to the individual or individuals named.

DATE: _____ SIGNATURE _____

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DIVISION 1

GENERAL AND TECHNICAL REQUIREMENTS

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DOCUMENT 01010

SUMMARY OF WORK

PART 1 - GENERAL

The work covered under this contract will be performed at various locations throughout the City of Belle Isle, California.

1.01 DESCRIPTION OF PROJECT

Sidewalk Repair and Replacement (2020-2022)

1.02 WORK OF THIS CONTRACT

The work to be performed, in general, consists of removing and replacing damaged sections of existing concrete sidewalk, curb, gutter, curb ramp, and driveway; asphalt concrete pavement tie-in; curb inlet replacements and minor concrete repair surrounding curb inlet lid replacements. The work shall include traffic control, saw cutting, excavation, backfilling, compaction, installation of root barriers, asphalt patching, asphalt conforms adjacent to new gutters, and clearing and grubbing. Locations of work will be throughout the City of Belle Isle.

Project Areas

The City will call out the Contractor to repair/replace a section of sidewalk or length of curb or gutter, or perform other concrete repairs as listed in Part 3—Proposal Schedule at one or more locations. There will be no minimum quantities for work. The quantities may not be continuous sections. Instead, they may be the sum total of small sections on various streets.

The City of Belle Isle reserves the right to add or delete any work. All work performed shall be measured and paid based on the contract unit prices identified in Part 3--Proposal Schedule.

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DOCUMENT 01025

MEASUREMENT AND PAYMENT

PART 1--GENERAL

1.01 DESCRIPTION

Payment will be made on a lump sum basis or unit price basis or combination thereof, as set forth in Part 3, Proposal Schedule.

1.02 SCHEDULE OF COSTS FOR LUMP-SUM PAYMENT

NOT USED

1.03 MEASUREMENT OF QUANTITIES FOR UNIT PRICE PAYMENT

- A. All work to be paid for at a contract price per unit of measurement will be measured by the ENGINEER in accordance with United States Standard Measures. Material paid for by weight shall be weighed on scales furnished by and at the expense of the Contractor. All scales shall be regularly inspected and sealed by the Division of Measurement Standards or its designated representative.

- B. When required by the ENGINEER, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the ENGINEER at the point of delivery of the material.

1.04 (NOT USED)

1.05 PARTIAL PAYMENT FOR STORED MATERIALS

- A. The Contractor shall receive no additional compensation for materials stored on site.

1.06 MEASUREMENT AND PAYMENT OF PROPOSAL ITEMS

A. **SIDEWALK REPLACEMENT**

SIDEWALK REPLACEMENT shall be measured by the square foot of actual concrete installed.

The contract price paid for concrete sidewalk shall be measured and paid for on a square foot basis. The unit price paid per square foot of sidewalk shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete sidewalk, removal and disposal of existing sidewalk, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

B. STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM

STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured by the linear foot of actual concrete installed.

The contract price for STANDARD CURB AND GUTTER WITH 2 FOOT WIDE ASPHALT CONCRETE CONFORM shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of concrete curb and gutter shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete curb and gutter, removal and disposal of existing curb and gutter, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

C. ROOT BARRIER

ROOT BARRIER shall be measured by the linear foot of actual root barrier installed.

The contract price paid for ROOT BARRIER shall be measured and paid for on a linear foot basis. The unit price paid per linear foot of root barrier shall include full compensation for site preparation and site clean-up, trench excavation, root pruning, backfilling, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

D. MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID)

MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured per each as described in the specifications.

The contract price paid for MINOR CONCRETE REPAIR (REINFORCED STORM DRAIN CURB INLET LID) shall be measured and paid for on a per each basis. The unit price paid per each curb inlet lid, shall include the cost of pre-cast concrete lid sections, replacement of adjacent flags of sidewalk, and doing all work required and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefore.

E. RESIDENTIAL DRIVEWAY

RESIDENTIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price paid for RESIDENTIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway, removal and disposal of existing driveway,

excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

F. COMMERCIAL DRIVEWAY

COMMERCIAL DRIVEWAY shall be measured by the square foot of actual concrete installed.

The contract price for COMMERCIAL DRIVEWAY shall be measured and paid for on a square foot basis. The unit price paid per square foot of concrete driveway shall include full compensation for mobilization, site preparation and site clean-up, installation of concrete driveway with welded wire mesh, removal and disposal of existing driveway, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

G. CURB RAMP

CURB RAMP shall be measured per each.

Proposal Items numbered seven (7) through thirteen (13) are for seven types of curb ramp replacement. The contract price for CURB RAMP shall be measured and paid for on a per each basis. The unit price paid per curb ramp shall include full compensation for mobilization, site preparation and site clean-up, installation of curb ramp, removal and disposal of existing curb ramp, excavation and grading, root pruning, backfilling, compaction, addition of lamp black paint, two (2) foot wide asphalt concrete conform, proof-rolling, forms, joints, concrete placement, concrete finishing, detectable warning surface mats, concrete protection and curing, pedestrian and traffic control, and restoration of any damages including furnishing all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof and as directed by the Engineer, complete, in place, and accepted, and no additional compensation will be allowed therefore.

PART 2--(NOT USED)

PART 3--EXECUTION

3.01 PROGRESS PAYMENTS AND RETENTION

- A. Within 5 days after the cutoff date, the Contractor shall make and submit to the ENGINEER an approximate measurement of all materials supplied and work performed up to the established cutoff date for the purpose of making a progress payment. The progress payment cutoff date shall be the monthly anniversary of the date of the issuance of the work order.

- B. The Contractor will classify the work according to items listed on the proposal schedule and will estimate the value of the same on the basis of the prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Proposal Schedule for lump sum proposal items. Payment for unit price proposal items will be based on the actual amount of work performed as measured in the field. The Contractor's estimate of work performed shall be subject to adjustment by the ENGINEER.

* END OF DOCUMENT *

DOCUMENT 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1--GENERAL

1.01 DESCRIPTION

Work included: Provide temporary construction facilities, utilities and controls needed for the work.

PART 2--(NOT USED)

PART 3--EXECUTION

3.01 TEMPORARY UTILITIES

- A. The Contractor shall provide and pay for all necessary temporary water, telephones, fuel, power, and sanitary accommodations.
- B. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements with regard to operation, safety, and fire hazards of state and local authorities and of underwriters.
- C. Site and facilities shall be returned to their original "as-found" condition or as otherwise specified, at the completion of the project.

3.02 SOUND CONTROL

- A. Comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. The maximum noise level shall be 85 dBA.

3.03 DUST AND LITTER CONTROL

- A. Maintain dust control within the site and provide adequate measures to prevent a dust problem for neighbors.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming.

- C. Keep the job site in a neat and sanitary condition during the progress of the work. Dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of rubbish.

3.04 DRAINAGE AND GROUNDWA

The Contractor shall be responsible for caring for the drainage on the entire work area and the disposal of such drainage from commencement of work until contract completion. Special care shall be exercised to prevent erosion in disturbed earth areas and silt or eroded materials shall not be introduced into any storm drain system or water course.

3.05 CONSTRUCTION WATER

- A. The Contractor shall provide and maintain all necessary equipment and facilities for conveying water to places where it will be used and for changing the pressure if required. The Contractor shall plan and perform the work in a manner, which will minimize the use of water.
- B. The Contractor shall furnish, at his expense, all water required for the completion of the work. Water is available to the Contractor at the nearest hydrant provided the Contractor has made arrangements to obtain a temporary water meter from the City. The Contractor shall pay for all necessary rental and deposit fees required for temporary meter. The temporary hydrant meter application is attached at the end of this section.

3.06 SECURITY OF SITE

- A. Security of the site shall be the Contractor's responsibility from commencement of work until completion of contract.
- B. The Contractor shall provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents.

3.07 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever.
- B. The Contractor shall not occupy City/District-owned property outside the right of way as shown on the plans unless he enters into a rental agreement with the City/District.

3.08 FIELD OFFICE AND LAYDOWN AREAS

The Contractor shall procure additional space for laydown of materials, spoils and equipment at Contractor's own expense. Location of such additional space shall be subject to approval of the City/District.

3.09 EXISTING UTILITIES LOCATION - U.S.A.

The City of Belle Isle subscribes to the Underground Service Alert (U.S.A.) network, which is a clearinghouse for notifying all local utility agencies to mark the locations of underground systems in construction areas. Prior to grading and excavation activities by the Contractor, they shall contact U.S.A. by calling 1-800-227-2600 with ample advance time to allow the utility companies to respond. Contacting U.S.A. does not relieve the Contractor from their responsibility to determine location and depth of buried utilities, to protect such utilities, or to repair buried utilities damaged by their operations.

* END OF DOCUMENT *

FISCAL YEAR 2022/2024

**CITY OF BELLE ISLE/ESTERO MUNICIPAL IMPROVEMENT DISTRICT
TEMPORARY HYDRANT METER APPLICATION**

APPLICANT: _____ DATE: _____

COMPANY: _____ PHONE: _____

ADDRESS: _____

EMAIL ADDRESS _____

CONTRACTOR'S LICENSE NO.: _____ CLASS: _____ EXP.: _____

BELLE ISLE BUSINESS LICENSE NO.: _____ EXP.: _____

JOBSITE: _____

METER CONNECTION LOCATION: _____

NOTE THAT THE METER MAY NOT BE RELOCATED WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.

PURPOSE OF SERVICE: _____

Customer must provide a reading at the end of each calendar quarter (March 31, June 30, Sept 30, and Dec 31) by emailing: the reading, company name and meter number to utility@fostercity.org. ____ (initial)

Meter must be returned to the District Corporation Yard (100 Lincoln Center Drive in Belle Isle, 650/286-8140) within seven (7) calendar days of the date permit expires. ____ (initial)

Failure to do so may result in forfeiture of all deposits. Charges will be assessed per the current adopted Master Fee Schedule. ____ (initial)

Applicant's Signature: _____

FOR CITY/DISTRICT USE ONLY

PERMIT EXPIRATION DATE (12 months from today)

PERMIT FEE: Non-refundable	\$ 60.00 - WC
METER DEPOSIT: Balance refundable. Details on back.	\$ 1,557.00 - MD
WATER DEPOSIT: Balance refundable. Details on back.	\$ <u>1,500.00 - WD</u>
TOTAL: (to be paid with application)	\$ 3,117.00

Application Approved: _____ Date: _____

(PWM Staff)

Fee to SC S-23, Acct. 31-3470 Deposits to SC S-23, Acct. 31-2460 Monthly Charges to SC S-73, Acct. 31-3475

METER DEPOSIT REQUIRED: \$1,557.00 Upon return of the hydrant meter in good condition, the contractor shall be entitled to refund of the following percentages of the meter deposit if returned within the following period from the issuance date of the meter:

Construction Facilities and Temporary controls 01500 - 5
General and Technical Requirements
Sidewalk Repair & Replacement (2020--2022)

1 month or less	90%
3 months or less	85%
6 months or less	80%
12 months or less	75%

Meter must be returned or renewed at the end of 12 months. Failure to do so will result in an additional reduction of deposit by 10% of the original amount per month or portion thereof. Should the meter be found to be defective or damaged upon testing, the cost of repairs (labor and material) shall be subtracted from the deposit.

+++++
WATER DEPOSIT REQUIRED: \$1,500.00 Meter charge according to Master Fee Schedule for Fiscal Year 16/17 @ \$ 220.50 shall be deducted from the water deposit each month. In addition, the water usage charge is as stated per Master Fee Schedule per unit (100 cubic feet or 748 gallons) for Fiscal Year 16/17 @ \$ 4.97 per unit, and shall be deducted from the deposit at the time incurred or when the meter is returned.

Date out Initial

METER SIZE: 3" _____ Meter Number: _____

Checked out by: _____ **Date Returned/Checked by:** _____
 PRINT NAME

Charge as follows (if not returned)

Other Accessories			
Meter Wrench	_____	_____	\$60 _____
Reducer, 2-1/2"x3/4"	_____	_____	\$40 _____
Reducer, 2-1/2"x1-1/2"	_____	_____	\$35 _____
Fire Hose, 6' x 2-1/2"	_____	_____	\$140 _____

Received by _____
 Signature/Date

+++++

DATE	METER READING	WATER QUANTITY	COST OF WATER USED	SERVICE CHARGE PER MONTH	TOTAL CHARGES	DEPOSIT BALANCE
				\$ <u>220.50</u>		\$ _____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

City of Belle Isle	
Temporary Water Hydrant Rental Receipt	
Date: _____	Receipt No.: _____
Received From: _____	
THREE THOUSAND ONE HUNDRED SEVENTEEN DOLLARS	\$3,117.00
Check No. _____	BY: _____

Send ORIGINAL to Finance; cc: Meter Binder, Applicant

Temporary Hydrant Meter Application Instructions:

You must obtain a Belle Isle Business License to rent a Temporary Hydrant Meter and include the information on the applications

Construction Facilities and Temporary controls 01500 - 6
 General and Technical Requirements
 Sidewalk Repair & Replacement (2020--2022)

A deposit check is required, made out to The City of Belle Isle, in the amount of three thousand one hundred and seventeen dollars (\$3,117.00).

Bring both the completed application and the deposit check to the Corporation Yard at 100 Lincoln Centre Drive, Belle Isle, CA between the hours of 8 am and 4 pm Monday through Thursday, and until 3pm Friday.

Charges incurred from water usage, meter charges and rental fee will be paid from this deposit and, upon return of the meter in good condition, the remainder will be returned to the applicant. (See Application for a more detailed explanation of charges).

Call 650-286-8140 with any questions.

* END OF DOCUMENT *

DOCUMENT 01570

TRAFFIC CONTROL

PUBLIC CONVENIENCE AND PEDESTRIAN TRAFFIC CONTROL

Must comply with the traffic regulations requirements as specified in this section. Including but not limited to: Submit a traffic control plan which conforms to the State of California "Manual of Traffic Controls for Construction and Maintenance Work Zones" and the Work Area Traffic Control (WATCH) Handbook. Include lane closures, detours, and parking prohibitions.

Contractor shall be responsible to provide all traffic control measures necessary to divert sidewalk users safely around work areas. This includes, but is not limited to, placing signage, barricades, cones, temporary walkways, etc.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Access for local traffic must be maintained. For work in street areas, at least seven calendar days prior to commencing work, the Contractor shall submit his schedule and traffic plan to the Engineer for approval.

WEEKEND USAGE

All significant phases of concrete work must be completed within the same (Monday to Friday) week as they are started. Sections of Sidewalk, curb and gutter, and curb ramps must be completed and ready for use during the weekend. An exception may be the installation of the detectable warning surface mats for curb ramps, which can be installed when the concrete has cured sufficiently to accept the mat in accordance with the manufacturer's specifications. Provisions for alternative walkway would be required.

LANE CLOSURES AND DETOURS

No more than one-half ($\frac{1}{2}$) of the roadway shall be closed to traffic at any time, and traffic in both directions shall be maintained at all times. Open excavations and trenches shall be adequately covered when no work is being performed.

WORKING HOURS - MAJOR STREETS

All work within the right-of-way of freeway ramps and major streets including the adjoining intersections shall be limited to the hours of 9:00 AM to 3:30 PM. Major streets are listed as follows:

- | | |
|-----------------------------|---------------------------|
| 1. Belle Isle Boulevard | 6. Beach Park Boulevard |
| 2. East Hillsdale Boulevard | 7. Metro Center Boulevard |
| 3. East Third Avenue | 8. Triton Drive |
| 4. Edgewater Boulevard | 9. Vintage Park Drive |
| 5. Shell Boulevard | 10. Chess Drive |

NO PARKING SIGNS

No Parking signs shall be posted a minimum of 72 hours in advance of the parking restriction. The date and time of parking restrictions shall be clearly posted on No Parking signs.

JOB CONDITIONS

The following general job conditions apply to the project:

1. Provide access to all residences whenever possible throughout the duration of the project. Notify property owners 24 hours in advance of work that will interrupt use of driveways or other frontage improvements.
2. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
3. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 48 hours in advance.
4. Lighted arrow boards shall be used for all lane closures on boulevards and other locations when appropriate.

TRAFFIC CONTROL DEVICES

1. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," and Section 7, "Legal Relations and Responsibility," of the CalTrans Standard Specifications. Flashers shall be provided on each barricade. (Section 360, California Vehicle Code, defines highway to include streets.)
2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

GENERAL

1. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
2. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
3. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

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DOCUMENT 01580

CONSTRUCTION METHODS

PART 1 – CONSTRUCTION METHODS

1.01 SAWCUTTING

Existing concrete and asphalt concrete to be removed shall be saw-cut with a power driven saw at the first scoring line. Remove only complete squares of concrete. The Contractor shall remove the saw cut slurry with a vacuum immediately following the cutting process.

Full compensation for saw-cutting, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.02 REMOVE CONCRETE

All concrete shall be removed to an expansion joint or saw-cut at score-line or as determined by the Engineer. Concrete shall be removed in such a manner as to leave an even edge without spalling, breaks or chips on the remaining concrete. Concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.03 REMOVE ASPHALT CONCRETE

A two-foot wide strip of asphalt along the work area (curb and gutter) identified shall be removed. All asphalt concrete shall be removed to a saw-cut score-line or as determined by the Engineer. Where removal of asphalt concrete is required, a straight neat cut with a power driven saw shall be made before removing asphalt concrete. Asphalt concrete removal shall include removal of all root, vegetation, debris and loose soil.

Full compensation for asphalt concrete removal, including removal of all root, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.04 TREE ROOT REMOVAL / ROOT PRUNING

Root pruning shall be performed to minimize impact and injury to tree root systems during the project. Roots shall be cut cleanly using a handsaw, or hand shears. Roots shall be cut cleanly prior to use of the backhoe or other excavator to remove material from the site. At no time is the backhoe or other excavator to be used to remove roots. After proper pruning, cover exposed roots within thirty (30) minutes to minimize desiccation.

Tree roots shall be cut and removed to a maximum depth of twelve (12) inches below level finished grade of the aggregate base and backfilled with eight (8) inches clean native backfill material and four (4) inches of Class 2 aggregate base. Wet and compact the aggregate base and the top six (6) inches of native subbase to 95% relative compaction.

If tree removal is required, appropriate tree removal permits must be secured prior to beginning work.

Full compensation for doing all work required for tree root removal, including furnishing all labor, materials, equipment, and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for “Square Foot of Sidewalk Replacement”, or “Linear Foot of Standard Curb and Gutter with 2’ wide AC conform”, or “Square Foot of Residential Driveway”, or “Square Foot of Commercial Driveway” or “Per Curb Ramp” and no additional compensation will be allowed therefor.

1.05 DISPOSAL OF EXCAVATED MATERIAL

Contractor shall properly dispose of all excavated material outside of the City limits to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of State, County, and municipal regulations regarding health, safety and public welfare. Do not allow demolished materials to accumulate on site. No overnight storage of material will be allowed.

Full compensation for disposal of excavated material, including disposal of concrete, asphalt concrete, roots, vegetation, debris and loose soil, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.06 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Contractor shall be responsible for all damage to existing improvements resulting from his operations. Contractor shall repair at his expense all damage to existing improvements resulting from his operations including:

1. The repair and replacement of minor irrigation systems damaged as part of the project;
2. The repair and replacement of landscaping damaged or removed as part of project;
3. Water and gas services damaged by the Contractor’s operations.

If a water service in the sidewalk section needs to be lowered it will be done by the City of Belle Isle Water Department. Contractor will not be responsible to replace any pull boxes etc. that were broken prior to start of work.

1.07 ROOT BARRIER

Root barrier shall be installed behind all new and existing sidewalks. The root barrier shall be high-density polyethylene 0.080 inches thick, 18 inches in height. Contractor shall excavate up to a 4-inch wide trench adjacent to the landscaping to a depth of 2-ft. The Contractor shall remove all roots within the trench. The root barrier is at grade. The root deflectors shall face away from the path. Any landscaping and irrigation affected by construction shall be replaced.

1.08 AGGREGATE BASE

Aggregate base shall be Class 2 (1/2-inch max) AB compacted to 95% relative compaction. Aggregate base shall conform to specified thickness and compaction. Sidewalk base, curb ramp base, and residential driveway base shall be 4-inch thick Class 2. Curb and Gutter base and commercial driveway base shall be 6-inch thick Class 2.

Aggregate base shall be produced from commercial quality aggregates consisting of broken stone; crushed gravel, natural, clean, rough-surfaced gravel and sand; or a combination thereof. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted, and free from pockets of coarse or fine material.

Full compensation for doing all work required for placement of aggregate base, including furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer, shall be included in the prices proposed for "Square Foot of Sidewalk", or "Linear Foot of Curb and Gutter with 2' wide AC conform", or "Square Foot of Residential Driveway", or "Square Foot of Commercial Driveway" or "Per Curb Ramp," and no additional compensation will be allowed therefor.

1.09 CONCRETE SIDEWALK

Concrete sidewalk shall conform to Section 90 of the State Specifications for materials, mixing and placement and to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Sidewalk shall be 4 inches minimum with broom-finished surface.

Expansion joints shall be installed at intervals not exceeding 20 feet; and deep score or cold joint shall be installed at 10 foot intervals. Sidewalk score lines shall be located at 2.5 foot intervals. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete as shown in City Standard Details.

The area behind the sidewalk shall be backfilled with select clean native soil (no rocks, free of organic matter and deleterious material) to finish grade on both sides of the new sidewalk or to the back of the curb after the forms are removed.

To minimize inconvenience to traffic and the public in general, the Contractor shall schedule the concrete placement to be no more than seven (7) calendar days behind the removal operation. Safe and adequate pedestrian and vehicular movement at and around all construction sites shall be provided and maintained at all times. Approved barriers and signs (traffic flagging personnel, if necessary), shall be furnished and utilized by the Contractor to ensure public safety at all times. All work mentioned above shall be included in the unit price for this proposal item.

1.10 CONCRETE CURB AND GUTTER

Concrete curb and gutter shall conform to Section 90 of the State Specifications for materials, mixing and placement and to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Use one standard brand throughout all work. Curb and gutter shall be 6 inches thick with broom-finished surface. Curb and gutter shall be poured separately from the sidewalk.

Expansion joints shall be installed at intervals not exceeding 20 feet. The expansion joints shall be installed vertically and shall extend to the full depth and width of the curb and gutter, or as directed by the Engineer. Where new pour abuts existing concrete, 8-inch long, No. 4 steel rebar shall be installed 4-inches into existing concrete as shown in City Standard Details. Excess filler material shall be trimmed-off in a neat and skillful manner. Deep score-lines shall be installed at 10 foot intervals.

1.11 EXPANSION JOINTS

Expansion joints shall be filled with ½-inch thick pre-molded joint filler shaped to fit the concrete that is being placed. Joint fillers shall extend the full width and depth of expansion joint, flush with finished concrete surface. Expansion joints shall be located at intervals of 20 feet and at the end of curb returns. Deep score lines shall be located at intervals of 10 feet.

Full compensation for installation of expansion joints, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.12 REINFORCING BARS / DOWELS

Eight (8) inch No. 4 steel rebar shall be installed at locations as shown in the City Standard Details and as directed by the Engineer. Reinforcing bars and tie bars shall be ASTM A 615, Grade 60, deformed. Where a new pour abuts existing concrete, rebar shall be installed 4-inches into existing concrete.

Full compensation for installation of rebar, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.13 COMMERCIAL CONCRETE DRIVEWAY

Commercial concrete driveway shall conform to City Standard Details. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Welded wire mesh 4" x 4" shall be installed over entire driveway area. Driveway shall be 6 inches thick with broom-finished surface. Driveway base shall be 6-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

1.14 RESIDENTIAL CONCRETE DRIVEWAY

Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Driveway shall be 4 inches thick with broom-finished surface. Driveway base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

1.15 CURB RAMPS

Concrete curb ramps shall conform to the most recent Caltrans Standard Plans. Contractor shall be responsible to check for the more recent revision of the Standard Plans. Use Portland Cement: ASTM C 150, Type 1, Class A (6 Sack) with one pint of lampblack per cubic yard of concrete. Curb ramps shall be with broom-finished surface. Curb ramp base shall be 4-inch thick Class 2 (1/2-inch max) AB compacted to 95% relative compaction.

Any existing pull boxes, valve boxes etc. shall be aligned and leveled in the demolished area to be flush and level with finished surface of new ramp. Curb ramps shall have a safety yellow polyurethane tactile mat extending the full width of the ramp. The edge of the detectable warning surface nearest the street shall be between 6 inches and 8 inches from the gutter flow-line and shall extend three feet towards the back of the ramp. The surface dimensions of raised truncated domes and spacing shall conform to the most recent Caltrans Standard Plans. The mat shall be mechanically fastened and adhered to the underlying substrate according to the manufacturer's instructions.

1.16 ASPHALT CONCRETE

Asphalt concrete shall be C2-AR-4000 (1/2" max) in accordance with the applicable portions of Section 39 and Section 92 of the State Specifications. At a minimum, shall match existing thickness of adjacent pavement.

Includes replacement of a two-foot wide strip of asphalt adjacent to the areas of curb and gutter curb ramps, and driveways, identified for replacement.

A 6" depth of existing section shall be neatly saw-cut and removed. Remove all roots up to a maximum depth of twelve (12) inches below level finished grade. The underlying material to remain in place shall be re-compacted to 95%. The Contractor shall top off with new base material and compact the top foot to 95% relative compaction. Installed base material shall be Class 2 (1/2" max) AB.

After approval of compaction of the base material and prior to placing new asphalt concrete, Contractor shall prime all horizontal and vertical surfaces with a tack coat of liquid asphalt binder. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Asphalt concrete will be installed in two separate lifts no greater than 3 inches in thickness (compacted). Fill the 6" depth of asphalt concrete repair to match level of adjacent pavement. The finished edges will be tack coated with liquid asphalt and sanded.

Full compensation for installation of two (2) foot asphalt concrete conform adjacent to newly installed curb and gutter, driveway or curb ramps shall be included in the price proposed for "Linear Foot of Concrete Curb and Gutter" or "Square Foot of Residential/Commercial Driveway" or "per Curb Ramp" and no additional compensation will be allowed therefor.

1.17 TACK COAT

Before replacing asphalt concrete, an asphalt-emulsion paint binder (tack coat) shall be applied to all horizontal and vertical surfaces of existing pavement and to all vertical surfaces of curbs, gutters and construction joints in accordance with the applicable portions of Section 39 of the State Specifications.

Full compensation for application of tack coat, shall be included in the various prices proposed for related work and no additional compensation will be allowed therefor.

1.18 MINOR CONCRETE REPAIR / CATCH BASINS

This involves the removal, disposal and replacement of existing pre-cast catch basin lid, adjustment of catch basin to grade, and replacement of sidewalk sections directly adjacent to catch basin. The top of the catch basin shall be accurately brought flush with the surface of the surrounding adjacent sidewalk. Pre-cast catch basin lid shall be Christy or approved equal of the type and dimensions shown on the Standard Details.

Where a new pour abuts existing concrete, two (2) eight (8) inch No. 4 steel rebar shall be installed 4-inches into existing concrete.

Reinforced curb inlet lids shall be measured and paid for on a per each basis. The unit price paid per each curb inlet, shall include the cost of pre-cast concrete sections and doing all work required

and furnishing all labor, materials, equipment and incidentals necessary to complete the work and as directed by the Engineer and no additional compensation will be allowed therefor.

1.19 FINISHES

Finish surfaces to true planes within a tolerance of ¼-inch in 10 feet as determined by a 10-foot long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Re-float surface to a uniform granular texture. Finish with a medium to fine textured broom finish perpendicular to line of traffic to provide a uniform fine line texture finish. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

1.20 DRAINAGE

Provide a smooth transition between existing adjacent grades and new grades. Flow line of gutter shall conform to current drainage flow to prevent pooling and eliminate low spots.

1.21 DEBRIS AT STORM DRAINS

Contractor shall take all measures to prevent dirt, debris and obstructions of any kind from entering storm lines, catch basins and appurtenant drainage structures. If debris infiltrates, Contractor shall be responsible for removal of all debris that enters the storm drain system from construction activity.

1.22 DUST CONTROL

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside of the right-of-way. Full compensation for all such dust control shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

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**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: December 6, 2022

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP for Comprehensive Plan Update

Background: In 2024, the City is required to report to the state any changes to the City’s Comprehensive Plan. This requirement is every 7 years. In February, 2017, the City sent a letter to the Florida Department of Economic Opportunity stating that no changes were necessary. The last time the Comp Plan was revised was in 2008. Due to changes in the City over the past years, it may be necessary to update the Comp Plan.

Staff Recommendation: Approve issuing the RFP.

Suggested Motion: I move to approve the RFP and direct the staff to publish the RFP.

Alternatives: Do not issue the RFP.

Fiscal Impact: \$65,000 for consultant work.

Attachments: RFP

Request for Proposals

**FOR PLANNING SERVICES
FOR COMPREHENSIVE
PLAN UPDATE**

RFP #23-04



City of Belle Isle
1600 Nela Avenue
Belle Isle, FL 32809
(407) 851-7730

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Belle Isle, Florida, will receive proposals from planning consultants to prepare and develop a comprehensive plan.

Sealed proposals may be submitted to City Clerk's Office, 1600 Nela Avenue, Belle Isle, Florida 32809, until January 26, 2023, at 3 P.M. All documents and proposal details are available at no cost, any time at www.belleislefl.gov.

Yolanda Quiceno
City Clerk
Ad Date: January 4, 2023
Post

City of Belle Isle, FL
1600 Nela Avenue
Belle Isle, FL 32809

TABLE OF CONTENTS

Section I:	Introduction and Background
Section II:	Instructions to Respondents
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Section IV:	Proposal Content
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Section VI:	Evaluation of Proposals
Section VII:	Questions
Section VIII:	Timetable Summary
Section IX:	Form of Proposal
Appendix A:	Contractor Insurance Requirements
Appendix B:	Non-Collusion Affidavit
Appendix C:	Hold Harmless Clause

I. Introduction and Background

The City of Belle Isle, Florida, a Florida municipal corporation (“City”), is requesting proposals to prepare a Comprehensive Plan (“the Plan”).

The City of Belle Isle is a Florida Home Rule City incorporated in 1924 and operates under the Council/Manager form of government. Located along Lake Conway and its chain of lakes, the City strives to continuously preserve its natural resources and enhance the quality of life of its residents to provide a safe, serene Florida community. The City of Belle Isle provides amenities in the areas of general administration; public safety (police); planning and development; storm water, and sanitation (solid waste and recycling). Other services are contracted through Orange County. Additional information about the City is available at the City’s website: www.cityofbelleisle.org.

The City Council (“the Council”) authorized the City to advertise a Request for Proposals (“RFP”) seeking planning professionals to help with the development and update of a Comprehensive Plan. The last update to the City’s Comprehensive Plan was in 2008, and the City wishes to have an updated document setting forth goals for land development, economic development, resiliency, sustainability, transportation, accessibility, and open space preservation. The Council will create a Comprehensive Plan Committee (“the Committee”) comprised of a Council Member, selected staff, and residents to work with the selected planning professional (“the Planner”).

II. Instructions to Respondents

- a. Five (5) paper copies of the technical proposal shall be submitted to the City, clearly marked with the words “Technical Proposal, Comprehensive Plan. **RFP #23-04**” Additionally, five (5) paper copies of the cost proposal should be submitted in SEPARATE sealed envelopes clearly marked “Cost Proposal, Comprehensive Plan.”
- b. No proposals will be accepted by any other method.
- c. All bids must be received no later than 3 p.m. on January 26, 2023.
- d. Proposals should be delivered to the following address by U.S. Postal Service, a private carrier/courier, or in person:

Raquel Lozano
 City Planner
 City of Belle Isle
 1600 Nela Avenue
 Belle Isle, FL32809

- e. Each proposal shall include all data and forms requested by this RFP in Section IV, Proposal Content.
- f. The City expects to award the RFP in March of 2023, and once submitted, no proposal may be withdrawn.
- g. Information submitted in the proposals may be subject to public disclosure pursuant to federal and state laws.

h. A Non-Mandatory consultant informational meeting will be held on Thursday, January 12, 2023 at 10:00 a.m. to answer questions about the plan expectations and project scope. This not a mandatory meeting; however failure to attend will in no way relieve the proposer from the necessity of furnishing any and all information for the proposal.

III. Scope of Work

The Planner will be responsible for each of the following in preparation of the Plan. This scope reflects the expected tasks, and additional tasks may be added should both the Planner and City deem them necessary to complete the Plan.

- a. Review the City’s existing planning documents, including the past Comprehensive Plan plus any plans for specific departments, facilities, or public community assets.
- b. Review the City’s current Zoning Ordinance, land use policies, environmental resources and open space, historic properties, economic and population statistics, past planning documents, infrastructure, stormwater management, and other relevant information and data to form the groundwork for the Plan’s development. Planner will work with City staff for the necessary information.
- c. Establish goals and objectives for the planning process in collaboration with the Committee.
- d. Meet regularly with the Committee to provide updates and incorporate feedback on the Plan.
- e. Help the Committee develop a strategy for soliciting public involvement and input to the Plan, such as a visioning workshop, public meetings, and/or other methods of public engagement.
- f. Attend public meetings as part of the public involvement strategy as well as a public meeting of each the Planning Commission and the Board to present the Plan when completed.
- g. Assess the City’s transportation network, focusing on roads, walkability, connections to public transportation, handicap accessibility, and general accessibility of public assets and community attractions. Recommendations will be incorporated into the Plan.
- h. Incorporate into the Plan recommendations for changes to the Zoning Ordinance, land use and development policies, and other related policies for future development in the City. Inclusion of a map(s) highlighting developable land, potential changes to zoning districts, and other information that can be depicted visually is strongly encouraged.
- i. Assess economic and population trends within the City and incorporate any related recommendations into the Plan. This should include an overall picture as well as sector- and demographic-specific recommendations.
- j. Recommend strategies for open space and historic property preservation as well as providing options for land use not currently recognized in the City’s land use policies.

- k. Prepare the completed Comprehensive Plan. The Plan should incorporate an action plan to implement the recommendations set forth, including identification of potential partners and stakeholders in the community.
- l. All aspects of the plan should be completed with consideration of the Orange County Comprehensive Plan, the Municipal Planning Code, the Municipal Separate Stormwater Sewer System regulations, the City's Stormwater Management Plan, the City's Transportation System Plan, and all other applicable state and federal guidelines and regulations.

IV. Proposal Content

- a. The completed Proposal Form in Section IX, including all contact information for the Respondent.
- b. An executive summary of no more than three (3) pages describing the firm's proposed services. The executive summary should include an explanation of the Respondent's approach to the Scope of Work and why they would be the best Planner for the City. Any recommended adjustments or additions to the proposed scope of work should be detailed, fully explained, and justified.
- c. A staffing plan that includes the names of the individual(s) that will be assigned to the project if the Respondent is awarded the RFP. Also note if the individual(s) are based in a location other than the address indicated on the Form of Proposal. Identify the lead individual for the project. A resume should be included for each person working on the project that includes examples of similar work should be provided for the individuals identified.
- d. At least three (3) municipal references shall be provided for the Respondent, including name, address, and contact information, and it shall be noted what project for which the reference is listed. Similarly, at least one (1) reference should be provided for each individual that will work on the project.
- e. A project timetable to include key milestones, major tasks, and an estimate of the total time for completion of the Plan.
- f. All forms in Appendix B and C.
- g. A cost estimate should be provided in a separate, sealed enveloped as detailed in Section II.

V. Deliverables and Obligations

- a. The final Comprehensive Plan will be developed by the Planner and incorporate the elements noted in Section III, Scope of Work. The document should emphasize visual display in addition to the text, and it should be formatted to be easy to read and navigate by both City staff and the public. The document should be delivered both electronically and with fifteen (15) hard copies in color. Any maps incorporated into the Plan should also be provided electronically and in hard copy – both within the Plan document as well as a copy of each map large enough for public presentation.

- b. At each regular meeting with the Committee, the Planner will provide a written memo of work completed as well as any completed draft sections for review.
- c. Invoicing shall occur monthly and include the cost of services and any out-of-pocket costs. Payments will be made to the lead planning entity who will in turn be responsible for disbursing payments to individuals working on the project. Invoices are paid at the first available public meeting of the Board following receipt of the invoice.

VI. Evaluation of Proposals

All proposals will be reviewed by City staff and the Committee and a recommendation will be made to the City Council. Interviews will be held at the discretion of the Committee. The selection will be made at a public meeting of the City Council, tentatively scheduled for February 21, 2023.

Decisions will be based on the following criteria:

- a. Completion of all RFP requirements.
- b. The proposed scope of work and recommended approaches to tasks and public engagement.
- c. Applicability and quality of previous work.
- d. Qualifications of proposed planning staff.
- e. Feedback from references.

RIGHT TO REFUSE PROPOSALS: The City of Belle Isle reserves the right, without prejudice, to reject any and all proposals or any part(s) of any proposal.

VII. Questions

All questions should be submitted via email to planner@belleislefl.gov or bfrancis@belleislefl.gov no later than 4 p.m. on January 17, 2023. All responses will be posted the City website at www.belleislefl.gov. No responses will be posted to questions received after the deadline.

VIII. Timetable Summary

RFP Issued:	January 4, 2023
Response Deadline for RFP Questions	January 17, 2023
Deadline for Proposal Submission:	January 26, 2023 (3:00 P.M.)
Interviews (If Necessary):	February 13-14, 2023
Council Approval of Proposal:	February 21, 2023
Work to Begin:	March 13, 2023
Work to be Completed:	April 30, 2024

IX. Form of Proposal

Planning Services to Complete a Comprehensive Plan

City of Belle Isle, Florida

The undersigned, being a duly authorized officer of the organization listed below, does hereby submit this proposal for Planning Services, under all terms and conditions (except those noted) as specified in the City of Belle Isle Request for Planning Services to Complete a Comprehensive Plan.

All information requested in Section IV, Proposed Content, is included in this proposal for planning services for the City's consideration.

Respectfully submitted by:

Signature

Name (Typed):

Position:

Company or Organization:

Address:

Telephone Number:

Email Address:

Appendix A

CONTRACTOR INSURANCE REQUIREMENTS

Without limiting contractor’s indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

General Liability

Comprehensive General Liability, including

Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors’ Liability	

Automobile Liability

Comprehensive Automobile Liability	\$1,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

<u>Automobile Physical Damage and/or</u>	Functional Replacement
<u>Inland Marine (as appropriate)</u>	Cost New

Workers’ Compensation & Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	\$500,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

“This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to City or its representative.”

Each insurance policy required by this contract, except for the Workers’ Compensation policy, shall contain the following clauses:

“The City, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract.”

Prior to commencement or construction under this contract, contractor shall deliver to City or its representative, insurance certificates confirming the existing of the insurance required by this contract. If contractor fails to maintain the aforementioned insurance, City may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor.

Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor’s or its subcontractor(s) performance under this contract.

Appendix B

NONCOLLUSION AFFIDAVIT

I state that I am _____ of _____
(TITLE) (NAME OF FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ its affiliates, subsidiaries, officers, directors, and
(NAME OF FIRM)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(NAME OF FIRM)

above representations are material and important, and will be relied on by City of Belle Isle in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Belle Isle of the true facts relating to the submission of bids for this contract.

(NAME OF FIRM)

(SIGNATURE)

Witnessed before me this

_____ Day of _____, 20____.

My commission expires _____

Appendix C

HOLD HARMLESS CLAUSE

The contractor shall indemnify and save harmless the City of Belle Isle from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the City of Belle Isle by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor’s behalf and on the contractor’s direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review all plans, specifications, and other documents published by the City of Belle Isle in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the City of Belle Isle of any dangerous condition requiring the City of Belle Isle action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted. The contractor shall also assume all responsibility for any and all loss by reason of the contractor’s negligence or violation of any local, state or federal law, regulation, practice, or order. The contractor shall give to the City authorities and all other appropriate authorities all required notices relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the City of Belle Isle that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors’ behalf including any subcontractors.

ATTEST:

(NAME OF FIRM)

(WITNESS)

(SIGNATURE)

(PLEASE PRINT NAME)

Belle Isle Issues Log
12/6/22

a.

Issue	Synopsis	Start Date	Next steps
Traffic Issues/Projects	Increased traffic in and through Belle Isle prompted the Council adopt Traffic Master Plan and work on traffic calming issue.	4/3/2017	City working with MMI for improvements to Judge Road (Gateway Landscaping and restriping). Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing traffic plan. Orange County Traffic will evaluate in-road lighting system. If they approve, then the City can apply for a permit to install the system at the Hoffner/Monet crosswalk. Orange County approved the use of in-road lighting for the Hoffner/Monet crosswalk. Agenda Item to Create Transportation Advisory Committee and RFP being developed for Traffic Consultant. City to apply for permit to install in-road lighting at RRFB on Hoffner at Monet. CM directed BIPD to start crosswalk enforcement on Hoffner and Daetwyler crosswalks. Continue to work on Crosswalk Permit with Orange County. One volunteer (District 5) for Adviosry Committee
Wallace Field	City purchased large area at Wallace/Matchett for open space. City zoned it for open space. City/CCA have an agreement for development including installing artificial turf, public restrooms, storage, and parking. CCA responsible for development.	2/1/2021	CCA to submit SJWMD Application for Environmental Resource Permit. SJWMD permit was approved. Waiting for CCA Engineer and designer to contact the City with next step. Site Plan is on hold at this time to determine the future use of Wallace Field. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). CCA contacted City and would like to start the development process. No Update
City acquisition of Property	Council discussed possibility of acquiring parcels within the City and directed City staff look at options on how to acquire property.	NA	Consultant provided a first draft of the cost of a new combined police/EOC/City Hall facility. CM is requesting Council workshop to review potential sites for new City Facilities (Police/EOC/City Hall). After workshop, Council directed CM to look at selected properties. Agenda Item
Charter School Expansion	With Lease signed, CCA is moving forward with financing. Expect to close on the financing in June. CCA expected to apply for PD zoning.	3/3/2022	Waiting for CCA Refinancing and Zoning application. Agenda item to amend the lease. Meeting set up (7/14) between City and CCA teams to discuss expansion and move forward with the CCA Master Plan (cancelled). PD Pre-Application meeting held. Waiting on CCA to schedule Community Meetings and revise site plan in response to pre-application meeting. No Update

Belle Isle Issues Log
12/6/22

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. There are sections of the BIMC that need to be updated. This is an on-going process.	4/3/2017	6 month moratorium on Artificial Turf in effect. Code Enforcement and CM met on suggestions to change the general ordinances. P&Z Meeting Update on Artificial Turf by City Planner. Continue with moratorium, Planner is developing community survey and questionnaire for other local governments on the use of artificial turf. No Update
Comp Plan Updates	The comp plan is reviewed every 7 years to see if it needs to be updated. The City Council contracted with a planner to update the comprehensive plan.	3/1/2017	Next plan review and changes are to be done in 2024. Funds budgeted in FY2022-2023 Budget to hire a consultant to assist in developing Comp Plan update. Committee openings advertised. Two applications received (both District 6). Applications due by December 8, 2022.
Annexation	Council discussed the desire to annex contiguous property in order to build the tax base and possibly provide more commercial development in Belle Isle.	4/3/2017	Sienna Place is now in the City. Staff met with HOA President. CM will continue to contact Brixmor. Welcome Packet distributed and posted. Sienna Place Annexation closed. Brixmor (Publix) Annexation on hold (update in October). Direction from Council needed on next area, if any, to look at annexing. Meeting being set up with Brixmor. Reviewing other areas that might benefit the City.
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding and reckless actions by some vessels. Council would like more local control over the lake.	6/1/2019	Met with FWC Officials and Orange County Personnel on Lake issues. City and County will work toward a joint document for lake issues. County adopted Phase I of a new ordinance on May 24. Belle Isle is Phase II of the process. Presentation made to Nav Board on Sandbar exclusions and kayak trail. City Manager and Police Chief met with citizens to discuss sand bar issues. Suggest Council hold a workshop to further discuss Sand Bar issues and hear comments from public. Update to be given by Chief Houston. See New Issues added below
Lancaster House		2/5/2019	CCA voted to request demolition of the Lancaster House. Council denied request for house demolition and directed CM, Comm. Partin, and CA to negotiate new lease terms with CCA. CCA stated they cannot change the terms of the lease while going through financing. No update.
Weed Management	Many residents have complained about the proliferation of weeds in the lake. The weeds are causing damage to vessels and some large "weed mats" are considered Navigational Hazards.	11/1/2022	The City submitted an application to the FWC for a permit to look at mechanical harvesting of the lake weeds. The application was submitted for managing the weeds in the middle and south lobes from shore out to 500 feet. FWC is reviewing the permit and asked for additional information. Permit still being reviewed at FWC. City staff developing RFP for mechanical harvesting if permit is approved.

**Belle Isle Issues Log
12/6/22**

a.

<p>Airport Noise</p>	<p>Residents have complained that there is excessive noise from the airport since OIA instituted the Metroplex plan of operation. The City has shared their concerns with the Airport Noise Abatement Committee (ANAC); however ANAC has yet to assist the City in resolving this issue.</p>	<p>11/1/2022</p>	<p>The City worked with an aviation consulting group to develop a report to present to the ANAC Committee at the January 13 ANAC meeting. This report outlines the problems and suggests recommendations on how to resolve the issues. Agenda Item</p>
<p>Weir Management</p>	<p>Prior to storms, it has been the practice of Orange County Public Works Drainage Division to remove boards from the weir on the south lobe to reduce the water level. During the last two named storms, there has been an issue with this process. Keeping the water level high causes damage to property.</p>	<p>11/1/2022</p>	<p>The City wants to pursue a meeting with all parties involved in the decision-making process on removing boards from the weir. The expected results of the meeting are a clear "chain-of-command" for authorizing the removal (or not) of the boards and a well-defined process for lowering the lake levels. No update.</p>