



## CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Avenue  
Held the 1st and 3rd Tuesday of Every Month  
Tuesday, May 18, 2021 \* 6:30 PM

### AGENDA

#### City Council Commissioners

Nicholas Fouraker, Mayor

Vice-Mayor District 6 Commissioner – Jim Partin

District 1 Commissioner – Ed Gold | District 2 Commissioner – Anthony Carugno | District 3 Commissioner – Karl Shuck

District 4 Commissioner – Mike Sims | District 5 Commissioner – Rick Miller | District 7 Commissioner – Sue Nielsen

#### Welcome

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 on the city's website at [www.belleislefl.gov](http://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. When you are recognized by the Mayor, state your name and address and direct all remarks to the Council as a body and not to individual members of the Council, staff, or audience. The Council is pleased to hear relevant comments; however, a three-minute limit has been set by Council. 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 cellular phones and pagers during the meeting. Thank you for participating in your City Government.

1. **Call to Order and Confirmation of Quorum**
2. **Invocation and Pledge to Flag - Commissioner Ed Gold, District 1**
3. **Consent Items** - These items are considered routine and have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. If any item were removed from the Consent Agenda, it would be considered immediately following approval of the remainder of the Consent Agenda.
  - a. Approval of City Council May 4, 2021 minutes
  - b. Proclamation Celebrating Arbor Day/Earth Day
  - c. April Monthly Reports: Police Department and OC Fire
4. **Citizen's Comments** - Persons desiring to address the Council must complete and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, 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 should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Thank you.
5. **Unfinished Business**
  - a. RFP for Continuing Services Contract for Pipe Lining
  - b. RFP for Continuing Services Contract for Basin Maintenance
  - c. Approval of Bid for Council Chambers A/V Equipment
6. **New Business**
  - a. Discussion/Approval of New CCA Lease
  - b. Discussion on draft Ordinance to designate swim area
  - c. Discussion on draft Ordinance for Code Enforcement
7. **Attorney's Report**
8. **City Manager's Report**
  - a. Issues Log
  - b. Chief's Report
  - c. Approval of new Tree Advisory Board member - Darcy Fritz
9. **Mayor's Report**

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**10. Items from Council**

**11. Adjournment**

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**CITY OF BELLE ISLE, FL  
CITY COUNCIL MEETING**

Held in City Hall Chambers, 1600 Nela Ave, Belle Isle, FL

**May 4, 2021  
MINUTES**

Present was:

- Nicholas Fouraker, Mayor
- District 1 Commissioner – Ed Gold
- District 2 Commissioner – Anthony Carugno
- District 3 Commissioner – Karl Shuck
- District 4 Commissioner – Mike Sims
- District 5 Commissioner – Rick Miller
- District 6 Commissioner – Jim Partin
- District 7 Commissioner – Sue Nielsen

Absent was:

**1. Call to Order and Confirmation of Quorum**

Mayor Fouraker called the meeting to order at 6:30 pm, and the City Clerk confirmed quorum. Also present were Attorney Ardaman, City Manager Francis, Chief Houston, and City Clerk Quiceno.

Mayor Fouraker welcomed City of Edgewood Mayor John Dowless.

**2. Invocation and Pledge to Flag**

Comm Nielsen gave the invocation and led the Pledge to the Flag.

**3. Approval of Resolution 21-07**

- a. Resolution 20-07 - A Resolution by the City Council of the City of Belle Isle supporting the City of Edgewood, Florida for the realignment of the Orange Avenue, Gatlin Avenue Intersection and providing for conflict and providing for an effective date.

Mayor Dowless spoke briefly on the project and thanked the Council and Mayor for their support of the realignment of Holden and Gaitlan.

**Comm Gold motioned to approve Resolution 21-07 as presented.  
Comm Carugno seconded the motion, which passed unanimously 7:0 upon approval.**

**4. Appointment of Vice Mayor**

- a. Appointment of Vice Mayor - Code Section 4.03  
Mayor Fouraker opened for Council discussion and nomination for Vice Mayor.  
**After discussion, Commissioner Nielsen moved and nominated Jim Partin.  
Comm Carugno seconded the motion, which passed unanimously 7:0 upon roll call.**

- 5. Citizen's Comments - Persons desiring to address the Council MUST complete and provide to the City Clerk a yellow "Request to Speak" form located by the door.** After being recognized by the Mayor, persons are asked to come forward and speak from the lectern, state their name and address, and direct all remarks to the Council as a body and not to individual members of the Council, 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 should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent, or slanderous remarks are not permitted. Thank you.

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Mayor Fouraker said he would like to re-arrange some of the agenda items to allow some time for the City Manager to arrive and asked for a motion to approve.

**Comm Carugno moved for approval to reorder agenda items as necessary.  
Comm Gold seconded the motion, which passed unanimously 7:0 upon roll call.**

- 6. **Consent Items** - These items are considered routine and have been previously discussed by the Council. They will be adopted by one motion unless a Council member requests before the vote on the motion to have an item removed from the consent agenda and considered separately. If any item were removed from the Consent Agenda, it would be considered immediately following approval of the remainder of the Consent Agenda.
  - a. Approval of April 20, 2021, City Council minutes
  - b. Proclamation: Declaring May 2021 Neurofibromatosis (NF) Awareness Month
  - c. Proclamation: Celebrating Dottie Wood's 100th Birthday

Mayor Fouraker read for the record the Proclamation: Celebrating Dottie Wood's 100th Birthday.  
Mayor Fouraker read for the record the Proclamation: Declaring May 2021 Neurofibromatosis (NF) Awareness Month.

**Comm Shuck moved to approve the Consent Items as presented.  
Comm Gold seconded the motion, which passed unanimously 7:0**

Comm Carugno asked for clarification from the City Attorney regarding his vote at the last Council meeting and asked if the votes established at that meeting need to be retaken. Attorney Ardaman said the votes taken by the Council regardless of his vote would have the same result. There will be no need to adjust the minutes because they are written in the minutes as they occurred.

**7. New Business**

- a. Appointment of P&Z Member - District 3  
**Comm Shuck moved to appoint Michael Stratham for the District 3 – Planning & Zoning Board.  
Comm Nielsen seconded the motion, which passed unanimously 7:0 upon roll call.**
- b. Prepare for Redistricting (City Charter Section 6.06)  
Attorney Ardaman spoke on the redistricting process. He said the Charter (Sec 6.06) provides for official certification of the census and Federal and State law. He reiterated the following as outlined in the memo dated May 4, 2021, from the City Manager as follows,
  - 1. The City Council shall redraw district boundaries from the seven districts,
  - 2. The City Council shall appoint eight-city electors creating redistricting Committee,
  - 3. The time frame for submittal for Council approval will be 120 days from the committee appointment. The districting Committee shall provide a report containing an official designation plan for adjustment of district boundaries if any,
  - 4. The Council shall adopt the recommendation 90 days before the next regular city election. If the Council fails to do so, the report of the redistricting Committee shall go into effect as an ordinance. The next City election is scheduled for March 8, 2022.
- 5. Adjustment of the council district boundaries are to comply with these specifications:
  - Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the centerlines of streets whenever possible.
  - The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.
- 6. Additional District boundary criteria may include:
  - District boundaries may also follow visible natural and man-made features, not necessarily street lines and City boundary lines, whenever possible.
  - District boundaries will respect communities of interest to the extent practicable. A community of interest is defined as a geographic area comprised of residents who share similar interests, including, but not limited to, social, cultural, ethnic, geographic, or economic interests, or formal government or quasi-governmental relationships, but not including relationships with political parties, incumbents, or candidates.

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- District boundaries will be drawn without regard for advantage or disadvantage to incumbents or challengers.
  - District boundaries will be drawn without regard for advantage or disadvantage to any political party.
7. In 2010, the City of Belle Isle annexed Brighton Park, Royal Palm Condos, and Belle Vista; therefore, it may be necessary to adjust the District Boundaries.

Attorney Ardaman said staff recommends direction and Council approval to post for members to the Redistricting Committee as soon as possible. The positions are public figures and shall follow the Sunshine Law requirements.

Comm Gold asked if a sitting Commissioner's districting lines fall outside of the new district, will they still be able to serve in their current capacity and retain their Commission. Attorney Ardaman said he would need to research the question further; however, he believes they will still finish their term outside the district not to disenfranchise the voters.

**Comm Nielsen moved to direct the staff to advertise for Redistricting Commission Members.**

**Comm Gold seconded the motion, which passed unanimously 7:0**

**Comm Sims moved to discuss items c-e when the City Manager is present.**

- c. Discuss City Hall Reopening
- d. RFP for Continuing Services Contract for Pipe Lining
- e. RFP for Continuing Services Contract for Drainage

**The motion was not seconded but taken as a directive.**

**City Manager Francis joined the meeting.**

**8. Public Hearing**

a. Public Hearing - Appeal of Wallace Field Site Plan

Mayor Fouraker stated that this is a De Novo Hearing, and the appellant will provide testimony for their request for appeal.

City Manager Francis said the Zoning Commission approved the site plan with seven conditions that are now being appealed by residents who surround Wallace Field. He asked Council to declare any ex-parte communication for the record.

Attorney Ardaman said the Council members should identify any communication re: the Public Hearing before the start of the quasi-judicial hearing.

Mayor Fouraker disclosed that Gary Meloon contacted him before he was leaving on vacation. He stated that he did not respond to his requests due to extenuating circumstances and apologized for not responding.

Comm Carugno disclosed that he was contacted and met with the following

- Families: Meloon, Maull, Altice, McCrae, Koonce, and Mike Stuart. The extent of the discussion was to hear their concerns on the Wallace project.
- He also received an email from John Evertsen, who asked if he was against the project. Comm Carugno responded and said he does not have an opinion and will decide after the public hearing.
- Contacted by Michael Jennings and Alexander Muszynski.

Comm Gold disclosed that he spoke with Gary Meloon and shared an email he sent to John Evertsen asking for his opinion. He summarized all the facts of the case. Mr. Evertsen rebuttal the email, and he didn't respond. Mr. Evertsen asked that Comm Gold recuse himself from the vote. Comm Gold stated that he did not have to recuse himself because there is no financial interest or legitimate justification. He also was contacted by Michael Jennings and Alexander Muszynski.

Comm Shuck disclosed that he received four emails expressing their support from Michael Jennings, Charlyne Cross, Alexa Dowlen, and Alexander Muszynski.

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Comm Sims disclosed that he spoke with Gary Meloon, who expressed his concerns with the project. He talked to Mike Jennings, who shared that he is in favor of the project. He also received emails from Charlyne Cross.

Comm Miller disclosed that he spoke with Gary Meloon, who shared his concern with the project. He said with Michael Jennings and received emails from Charlyne Cross and Alexander Muszynski. He responded to all that they document their information, and he will decide after the public hearing.

Comm Partin declared communications the Gary Meloon, who shared his concerns with the project. He received emails from Michael Jennings, Alexa Dowlen, Charlyne Cross, and Alexander Muszynski. He also read Facebook posts and saw many different opinions.

Comm Nielsen disclosed that she also received the emails as the other Commissioners and responded to them. She had conversations with Gary Meloon and decided not to meet with the group. She also spoke with Michael Jennings on both sides of the issue.

Mayor Fouraker opened the Public Hearing and applicant testimonies.

Jim McCrae residing at 1303 E Wallace Street, shared his concerns with the project. He gave a summary of the prior hearings with the P&Z Board and City Council. Mr. McCrae shared his objection with the proposed public building, parking, and astroturf on the field. He asked for a screen wall buffer or fence to protect the abutting properties.

Gary Meloon residing at 6101 Matchett Road, shared his concerns and stated that he is not against the school using the field. He opposed the proposed project and asked for careful consideration of the lake's environmental health, underground stormwater management control and use agreement (lighting and hours), and termination clause with CCA. He would like to have a deed recording to avoid future changes.

Ardis Meloon residing at 6101 Matchett Road, shared her concerns with the proposed site plan and the impact on the surrounding residents (water runoff, noise, trespassing/privacy, blocking driveways, CCA student safety/policing, and lighting intrusion).

Mayor Fouraker reported and said he has requested from CCA Board Mayor Brooks for consideration on installing a field goal net on the softball field to abate any fly balls into private property.

Hilary Maull residing at 1130 Wallace Street, shared her concerns on the site plan and proposed conditions. She expressed the need for a privacy wall on the north side of the property and stormwater drainage control plans approval before construction begins.

James Koonce residing at 1311 E Wallace Street, said he is pro-school. He shared his opposition to the proposed site plan, CCA use agreement, restrooms, drainage, and environmental health of the lake. He also was in favor of the build-out of a wall for the privacy of the neighboring residents.

Mayor Fouraker opened for public comment.

Kelly Rogers, residing at 2825 Montmart, spoke in favor of the proposed plan and the necessity of restrooms for the visitors to the field.

Holly Bobrowski residing at 2400 Hoffner Avenue, spoke in opposition to the site plan. She shared her concern with the primary use of the field by CCA and the astroturf.

Alexander Muszynski, residing at 1438 Belle Vista Drive, spoke in opposition to the proposed site plan, health of the lake, water management, and parking. He favors the installation of a wall for privacy and the creation of a deed to prevent changes in the future.

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Charlyne Cross residing at 5260 Chiswick Circle, spoke in favor of the proposed site plan. She shared her concerns with the objections from neighbors and would like to see the project move forward. She said the Council needs to consider the petition with 427 signatures and make it a useable space.

Alexa Dowlen residing at 4306 Quando Drive, spoke in favor of the proposed site plan. She said of the 427 signatures in favor of the proposed plan. Ms. Dowlen stated that she made a public request for Orange County regarding the public restrooms at Warren Park and found only three incidents in 12 years. She believes the proposed bathrooms will not cause issues to the neighbors.

Michael Jennings spoke in favor of the proposed plan and asked the Council to do the will of all the people and not just the adjacent neighbors. The park is not usable in its current state and does not work for all citizens.

David Evertsen residing at 5131 St Michael, spoke in favor of the proposed site plan. He shared his concerns with the appeal specifically, with the drainage and the astroturf. He would like to see a safe playing area and event space for all residents and asked for approval of the site plan.

City Manager Francis said he also called Orange County and was relayed the same information on the public restrooms at Warren Park. He noted that the City recommended the bathroom and the parking because it is necessary to accommodate all visitors to the field.

Mr. Francis spoke on the drainage issue. He said, before the site plan approval, the Lake Conway lake study was not completed. There is water drained from other areas running through to the same basin. The outlet at the end of Wallace drains approximately 35 acres of nonpervious surface up on Orange Avenue. One of the NAV Board Lake study issues was to place a large baffle Box with filtration. Before the Lake Study results, he had submitted a plan to St John's Water Management to install an underground vault to capture stormwater and reuse it on Wallace field, similar to the Lake study recommendations. It is a water harvesting system that will take about 18-months to complete. This project is now getting noticed and may move forward partnering with Orange County NAV Board and St. Johns Water Management District. In the interim, the City can start to build out parts of the field that will not interfere with the drainage project, including leveling of the field and laid down sod.

As far as the residents' privacy, he recommends moving the current fence forward to protect the private driveway. At the homeowner's expense, the residents may want to electrify the fence with an automatic gate and protect the private roads.

He would like to ask the resident to consider allowing visitor parking in the right-of-way until the final site plan is finalized. The City will monitor the flow, and if it gets out of control, the City will place no parking signs. He will also contact the church and the private property owner behind the old maintenance building to see if we can use it as a parking area.

Mr. Francis suggested creating a Committee consisting of two members from each group (CCA, Council, and Community). The Committee will review the site plan and provide updates to the CCA Board, the Council, and the residents to allow for open and up-to-date communication.

Mayor Fouraker reported and encouraged resident participation at the next NAV Board meeting on May 11 at 6:30 pm at 3165 McCrory Place – Suite 200, Orlando, FL.

Brian Leahy representing CCA Facilities Department, said in response to some of the discussion the artificial turf installation would take approximately 90-110 days. Hopefully, the installation of the turf would be completed before school starts in August.

Comm Nielsen asked if the artificial turf is impervious. Mr. Leahy said yes, and it will go through the filtration system when draining. She would like to move forward with the process as discussed by the City Manager and would want Council to consider installing the privacy wall. City Manager Francis said if her recommendation is to have the City pay for the wall, it must be added to the site plan.

**Comm Carugno moved to extend the meeting to 9:30 pm.**

**Comm Partin seconded the motion, which passed unanimously 7:0**

Comm Partin asked if the seven items listed in the P&Z Board packet were included in the site plan. Mr. Francis said yes. Comm Partin asked if the City can provide some protection to the neighboring residents with a memo of understanding, including the seven conditions and installation of a tall hedge along the north side.

Attorney Ardaman said this is a City application. The Council can choose to modify the Site Plan as discussed.

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Comm Miller asked if the baffle box has to be installed on Wallace Field. Mr. Francis said until the engineers finalize their report he does not know of any other location to capture the water for irrigation.

Comm Miller believes the concept of a wall can create a complex issue and a safety concern. The park is an asset of the community and should not be dictated by a few.

Comm Sims shared his concerns and said what is needed to make this area useful for the entire City is restrooms, parking, and a quality surface with no holes and pivots. This area may be similar to Wallace Park, and he does not feel that Wallace Park has hurt their property values. He would like to support the site plan with the seven conditions and deny the appeal.

Comm Shuck asked if Council makes any changes to the site plan will it go back to the P&ZX Board for approval. Attorney Ardaman said no because this is a De Novo meeting.

Comm Shuck asked with the astroturf in the middle of the field; he does not know how it can cause a drainage problem. He further noted that he is not in favor of the City paying for a brick wall and should be at the homeowner's expense.

Comm Gold said the common theme tonight is that goalposts keep moving. He gave a summary of the events that led to the open space designation. He asked if there was anything that Council can do to prevent future changes to the property. Attorney Ardaman said it is up to the City Council to consider the zoning and site plan. There are ways to avoid future restrictions with an HOA or Developer agreement; however, given the current posture of this application and appeal, it is not part of the appeal.

Comm Gold said he would like to add safeguards for the neighboring residents to the site plan before approval

Mayor Fouraker said this had been a very conservative and lengthy process. He said he would like to see Council place a deed restriction on the park's lighting in response to some of the neighboring resident concerns.

Comm Carugno shared his concerns and proposed creating,

- a 10-person committee consisting of 2-residents from Wallace Street, 2-CCA members, 2-Commissioners, and 4-residents)
- condemnation of the empty church property to the south to accommodate the bathrooms
- CCA should provide a solution for a wall or hedge with the neighboring residents

Comm Carugno further added that he is opposed to the installation of the astroturf.

**Comm Carugno moved to postpone development on the park until the City Manager can have the drainage systems engineered, re-sod the park, and create a 10-member Committee to develop the future site plan.**

**Comm Gold seconded the motion for discussion.**

Comm Gold said he would like to see the site plan to include the protections on light and sound pollutions and trespass.

Discussion ensued.

**After discussion, the motion failed 2:5 with Comm Carugno and Comm Gold, aye.**

**Comm Partin moved to extend the meeting to 9:45 pm.**

**Comm Gold seconded the motion, which passed 6:1 with Comm Carugno, nay.**

**Comm Sims moved to approve the Wallace Field site plan with the P&Z conditions and deny the appeal.**

**Comm Miller seconded the motion for discussion.**

Comm Partin said he would like to see the following protections in the motion to include,

1. Include an 8ft min hedge placement on the north/east side behind the neighboring homes
2. Deed restriction lighting
3. Turf installation postponed allowing the City time to address the drainage issues with Orange County NAV and St Johns Water Management. Attorney Ardaman said this last condition could cause a considerable delay in the project.

Attorney Ardaman recommended amending the condition to read,

- a. Include an 8ft min hedge placement on the north/east side to the adjacent property owners
- b. Deed restriction lighting
- c. No artificial turf. Installation of grass turf subject to review and approval by the Council at a later time.

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Comm Partin asked if Comm Sims will amend his motion to include,

- a. Include an 8ft min hedge placement on the north/east side to the adjacent property owners
- b. Deed restriction lighting
- c. Denial of the appeal

The motion passed 6:1 with Comm Carugno, nay.

8. **Unfinished Business** – No report.

10. **Attorney's Report** – No report.

**11. City Manager's Report**

City Hall Reopening

City Hall will reopen its doors at the closed of this meeting. City Hall will require a mask and social distance when visiting City Hall until the Council decides it is unnecessary.

Support of Orange County Ordinance re: Use of Puppy Mills

Orange County will have a meeting on May 11 to request a Countywide ban on puppy mills and know if Council will support their efforts.

**Comm Nielsen moved to support Orange County in their support to ban Puppy Mills.**

**Comm Gold seconded the motion, which passed unanimously 7:0.**

12. **Mayor's Report** – No report.

13. **Items from Council** – No report.

**14. Adjournment**

There being no further business, Mayor Fouraker called for a motion to adjourn. The meeting adjourned at 9:41 pm.

# CITY OF BELLE ISLE



## Celebrating Tree City USA Communities, Arbor Day and our Commitment to Effective Urban Forestry in the City of Belle Isle



Whereas the City of Belle Isle, Florida, was named a 2020 Tree City USA by the Arbor Day Foundation in honor of its comment to effective urban forest management; and

Whereas, the City of Belle isle achieved Tree City USA recognition by meeting the program’s four requirements: a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation; and

Whereas “Tree City USA communities see the impact an urban forest has in a community first hand. The Trees being planted and cared for by the City of Belle Isle ensure that generations to come will enjoy a better quality of life. Additionally, participation in this program brings residents together and created a sense of civic pride, whether it’s through volunteer engagement or public education,” said Dan Lambe, president of the Arbor Day Foundation; and

Whereas, if ever there was a time for trees, now is that time. Communities worldwide face air quality issues, water resources, personal health and well-being, energy use, and protection from extreme heat and flooding. Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and trees, wherever planted, are a source of joy and spiritual renewal; and

Whereas, with Tree City USA recognition, the City of Belle Isle has demonstrated a commitment to effective urban forest management and its part to help address these challenges for the City of Belle Ilse residents now and in the future.

Therefore, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby celebrate Tree USA communities and commit to the residents of the City of Belle Isle for their efforts to protect our trees, woodlands, and environmental initiatives. Further, I urge all residents to plant trees, promote the well-being of this and future generations, and broaden and diversify the environmental movement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Belle Isle to be affixed this 18<sup>th</sup> day of May, in the year two thousand twenty-one.

Attest: \_\_\_\_\_  
Yolanda Quiceno, City Clerk

\_\_\_\_\_  
Mayor Nicholas Fouraker



# BELLE ISLE POLICE DEPARTMENT

1521 NELA AVENUE, BELLE ISLE, FL 32809 \* WWW.CITYOFBELLEISLEFL.ORG \* TEL: 407-240-2473

TOTAL INCIDENTS BY DISTRICTS:	
TOTAL MONTHLY INCIDENTS	61
TOTAL MONTHLY JAIL	15
TOTAL MONTHLY NTA	0

D1	2
D2	10
D3	4
D4	27
D5	2
D6	1
D7	15

TOTAL YTD INCIDENTS	242
TOTAL YTD ARRESTS	48

KEY:  
EC= Exceptionally cleared

**APRIL 2021 CASES**

2020 CASES	ADDRESS	DIST	INCIDENT	DATE	TIME	STATUS	SYNOPSIS
21-600198	HOFFNER AVE W OF CONWAY RD S	D7	NO DL EVER	4/1/2021	2:49 AM	JAIL	TRAFFIC STOP, ENTERING THROUGH EXIT
21-600199	1934 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/1/2021	7:29 AM		TAKEN FROM PARKING LOT
21-600200	HOFFNER AVE & CONWAY RD S	D7	CAR ACCIDENT	4/1/2021	8:00 AM		REAR END COLLISION
21-600201	PINE CASTLE METHODIST CHURCH	D2	TRESPASS WARNING	4/1/2021	12:00 PM		AUTHORIZATION TO TRESPASS
21-600202	1936 MCCOY RD	D4	WEAPONS VIOLATION	4/1/2021	1:46 PM	JAIL	POLICE CALLED FOR VERBAL
21-600203	1777 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/2/2021	9:50 AM		FAILURE TO RETURN RENTAL VEHICLE
21-600204	4408 HOFFNER AVE	D7	POSSESSION OF COCAINE	4/2/2021	9:07 PM	JAIL	TRAFFIC STOP, HEADPHONES ON SCOOTER
21-600205	HOFFNER AVE E OF CONWAY RD S	D7	DUI	4/3/2021	5:01 AM	JAIL	TRAFFIC STOP, CROSSING THE YELLOW LINE
21-600206	1910 HOFFNER AVE	D1	THEFT OF ATV	4/3/2021	12:29 PM		TAKEN FROM RESIDENCE
21-600207	1934 MCCOY RD	D4	INFORMATION REPORT	4/3/2021	5:14 PM		POLICE CALLED, BUT CALL WAS CANCELLED IN PERSON
21-600208	5019 LA CROIX AVE	D6	INFORMATION REPORT	4/4/2021	11:38 AM		NO CRIMINAL OFFENSE
21-600209	REDACTED	D3	BATTERY	4/4/2021	7:46 PM	JAIL	DOMESTIC VIOLENCE
21-600210	HANSEL AVE S OF FAIRLANE AVE	D2	DUI	4/5/2021	3:26 AM	JAIL	TRAFFIC STOP, SPEEDING
21-600211	1521 NELA AVE	D2	INFORMATION REPORT	4/5/2021	10:40 AM		PERSON MISSION FROM TALLAHASSEE
21-600212	1936 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/6/2021	7:25 AM		TAKEN FROM PARKING LOT
21-600213	LAKE DR N OR PERKINS RD	D3	INFORMATION REPORT	4/6/2021	7:40 PM		NO CRIMINAL OFFENSE
21-600214	JETPORT DR W OF SR 528	D4	CAR ACCIDENT	4/7/2021	2:15 AM		WITH PROPERTY DAMAGE
21-600215	1853 MCCOY RD	D4	TRESPASS WARNING	4/7/2021	12:18 PM		OWNER REQUEST
21-600216	HANSEL AVE & FAIRLANE AVE	D2	CRIMINAL CITATION	4/7/2021	2:58 PM		NO VEH REGISTRATION
21-600217	HOFFNER AVE E OF DARDEN AVE	D7	CAR ACCIDENT	4/7/2021	6:00 PM		FRONT END COLLISION, CARELESS DRIVING
21-600218	4400 HOFFNER AVE	D7	WARRANT	4/7/2021	10:31 PM		CONTACT AND ARREST
21-600219	4400 HOFFNER AVE	D7	TRAFFICKING IN HEROIN	4/7/2021	9:59 PM	JAIL	TRAFFIC STOP, FRAUDULENT TAG
21-600220	HOFFNER AVE W OF DUBAN AVE	D7	CRIMINAL CITATION	4/8/2021	10:08 AM		NO DL EVER
21-600221	2601 MCCOY RD	D4	CRIMINAL CITATION	4/8/2021	11:21 PM		DWLS
21-600222	5119 LOURVE AVE	D1	RESISTING WITHOUT VIOLENCE	4/9/2021	12:39 AM	JAIL	PERSON RAN FROM TRAFFIC STOP
21-600223	6804 MATCHETT RD	D2	INFORMATION REPORT	4/10/2021	12:39 AM		FOUND PROPERTY, CELL PHONE
21-600224	HOFFNER AVE & LABELLE	D2	FIELD INTERVIEW REPORT	4/10/2021	8:48 AM		FRAUDULENT TEXAS TAG SIEZED
21-600225	HOFFNEW AVE E OF VENETIAN AVE	D2	CRIMINAL CITATION	4/10/2021	12:37 PM		NO DL EVER
21-600226	1853 MCCOY RD	D4	TRESPASS WARNING	4/10/2021	5:26 PM		OWNER REQUEST
21-600227	1600 NELA AVE	D2	TRESPASS WARNING	4/13/2021	6:53 AM		OWNER REQUEST
21-600228	REDACTED	D3	BATTERY	4/13/2021	3:00 PM	JAIL	INCIDENT INVOLVING JUVENILES
21-600229	MCCOY RD E OF JETPORT DR	D4	FLEEING AND ELUDING	4/13/2021	7:22 PM		DRIVER EVADED TRAFFIC STOP
21-600230	REDACTED	D3	BATTERY	4/14/2021	9:28 AM	JAIL	INCIDENT INVOLVING JUVENILES
21-600231	6838 SEMINOLE DR	D5	INFORMATION REPORT	4/14/2021	4:21 PM		UNKNOWN DAMAGE TO FENCE
21-600232	MCCOY RD E OF VIA FLORA	D4	CRIMINAL CITATION	4/14/2021	8:29 PM		EXPIRED DL, MORE THAN 6 MONTHS
21-600233	MCCOY E OF VIA FLORA	D4	CRIMINAL CITATION	4/15/2021	9:15 AM		DWLS
21-600234	6517 MATCHETT RD	D5	INFORMATION REPORT	4/15/2021	11:00 AM		IDENTITY THEFT
21-600235	HOFFNER AVE E OF DUBAN AVE	D2	CRIMINAL CITATION	4/17/2021	2:09 AM		NO VEH REGISTRATION
21-600236	2231 HOFFNER AVE	D2	RESISTING WITHOUT VIOLENCE	4/17/2021	4:49 AM		TRAFFIC STOP, SPEEDING
21-600237	HOFFNER AVE W CONWAY RD S	D7	CAR ACCIDENT	4/17/2021	8:02 PM		PROPERTY DAMAGE TO BUSINESS SIGN

21-600238	4416 HOFFNER AVE	D7	DUI	4/18/2021	2:37 AM	JAIL	ERRATIC BEHAVIOR
21-600239	1875 MCCOY RD	D4	DUI	4/18/2021	5:59 PM	JAIL	TRAFFIC STOP, TAG OBSCURED
21-600240	1875 MCCOY RD	D4	INFORMATION REPORT	4/18/2021	6:00 PM		FOUND PROPERTY (FAKE MONEY)
21-600241	1934 MCCOY RD	D4	POSSESSION OF COCAINE	4/19/2021	3:44 AM		CONTACT TO VIEW TEMP TAG
21-600242	1853 MCCOY RD	D4	THEFT	4/19/2021	12:58 PM		LUGGAGE STOLEN
21-600243	MCCOY RD & 528	D4	CAR ACCIDENT	4/20/2021	5:00 AM		PROPERTY DAMAGE TO RAMP
21-600244	MCCOY RD & VIA FLORA	D4	CAR ACCIDENT	4/20/2021	7:50 AM		FAILURE TO STOP
21-600245	6927 SEMINOLE DR	D4	INFORMATION REPORT	4/20/2021	1:15 PM		VERBAL ALTERCATION
21-600246	3006 TRENTWOOD BLVD	D4	LARCENY TO MOTOR VEHICLE	4/20/2021	8:51 AM		NOTHING TAKEN
21-600247	4416 HOFFNER AVE	D7	4416 HOFFNER AVE	4/20/2021	4:00 PM		FOUND PROPERTY (PASSPORT)
21-600248	5058 CONWAY RD	D7	INFORMATION REPORT	4/20/2021	4:22 PM		VERBAL ALTERCATION
21-600249	3001 TRENTWOOD BLVD	D4	THEFT OF MOTOR VEHICLE	4/20/2021	5:02 AM		STOLEN FROM DRIVEWAY
21-600250	SEMINOLE AVE & WARREN PARK RD	D4	CRIMINAL CITATION	4/21/2021	6:43 AM		NO DL EVER
21-600251	REDACTED	D4	INFORMATION REPORT	4/20/2021	11:49 AM		DEATH INVESTIGATION
21-600252	1777 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/21/2021	2:00 PM		FAILURE TO RETURN RENTAL
21-600253	4416 HOFFNER AVE	D7	CRIMINAL CITATION	4/21/2021	9:20 PM		NO DL EVER
21-600254	4426 HOFFNER AVE	D7	TRESPASS WARNING	4/21/2021	10:42 AM		OWNER REQUEST
21-600255	2121 MCCOY RD	D4	FIELD INTERVIEW REPORT	4/22/2021	1:30 AM		SUSPICIOUS PERSON
21-600256	MCCOY RD E OF LINDOS DR	D4	DUI	4/22/2021	2:56 AM	JAIL	TRAFFIC STOP, SPEEDING
21-600257	REDACTED	D7	VIOLATION OF INJUNCTION	4/22/2021	7:08 AM	JAIL	WARRANT WRITTEN
21-600258	HOFFNER AVE	D4	CAR ACCIDENT	4/22/2021	2:00 PM		PARKING LOT
21-600259	LINDOS DR. N OF MCCOY RD	D4	CRIMINAL CITATION	4/22/2021	10:00 PM		NO DL EVER
21-600260	HOFFNER AVE E OF OAK ISLAND RD	D2	CRIMINAL CITATION	4/22/2021	11:13 PM		NO FLORIDA DL
21-600261	TRENTWOOD BLVD E OF FLOWERTREE	D4	FIELD INTERVIEW REPORT	4/25/2021	3:45 AM		MADE CONTACT WITH BICYCLIST
21-600262	5469 CHISWICK CIR	D7	INFORMATION REPORT	4/24/2021	12:58 PM		VICTIM OF SCAM
21-600263	4400 HOFFNER AVE	D7	TRESPASS WARNING	4/25/2021	9:17 AM		OWNER REQUEST
21-600264	PULLED IN ERROR	X	NO REPORT				NO REPORT
21-600265	2601 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/26/2021	6:51 PM		TRUCK TAKEN FROM PARKING LOT
21-600266	1777 MCCOY RD	D4	THEFT OF MOTOR VEHICLE	4/26/2021	12:40 PM		FAILURE TO RETURN RENTAL
21-600267	MCCOY RD W OF LINDOS DR	D4	CRIMINAL CITATION	4/27/2021	3:53 PM		DWLS
21-600268	HANSEL AVE E OF OAK RIDGE RD	D2	CAR ACCIDENT	4/27/2021	4:15 AM		CARELESS DRIVING
21-600269	7900 DAETWYLER DR	D4	FIELD INTERVIEW REPORT	4/28/2021	12:29 AM		SUSPICIOUS PERSON
21-600270	2323 MCCOY RD	D4	DRUG POSSESSION W. INTENT	4/28/2021	12:33 AM		WAITING FOR ANALYSIS
21-600271	1934 MCCOY RD	D4	LARCENY TO MOTOR VEHICLES	4/28/2021	5:15 AM		NOTHING TAKEN
21-600272	2323 MCCOY RD	D4	BURGLARY TO RESIDENCE	4/28/2021	1:23 PM		ITEMS TAKEN, NO FORCED ENTRY
21-600273	REDACTED	D1	INFORMATION REPORT	4/28/2021	7:07 PM		DEATH INVESTIGATION
21-600274	1900 MCCOY RD	D4	WARRANT	4/29/2021	1:46 AM		CONTACT AND ARREST
21-600275	2121 MCCOY RD	D4	LARCENY TO MOTOR VEHICLE	4/30/2021	9:10 AM	JAIL	BURG IN PROGRESS, ITEMS RECOVERED & SUSPECT ARRESTED



# Belle Isle Police Department

1521 NELA AVENUE  
 BELLE ISLE, FL 32809  
 PHONE (407) 240-2473  
 FAX (407) 850-1616

## Marine Stat Sheet

Date(s)	3-Apr	4-Apr	10-Apr	11-Apr	17-Apr	18-Apr	24-Apr	25-Apr	
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### Patrol Activity

### Totals

Vessels Observed	7	20	35	0	20	30	25	30	167
Boat Stops	0	1	1	0	0	0	0	1	3
PWC Stops	2	4	2	0	4	6	4	10	32
Boat Citations	0	0	0	0	0	0	0	1	1
PWC Citations	3	2	1	0	3	4	3	7	23
Warnings Issued	1	4	2	0	1	1	1	4	14
Ordinance NOV's	0	0	0	0	0	0	0	0	0
Boat Inspections	0	0	0	0	0	0	0	0	0
Boats Towed	0	0	0	0	0	0	1	0	1
Dispatched Calls	0	0	0	0	1	1	0	0	2
Reports Written	0	0	0	0	0	0	0	0	0
Vessel Accidents	0	0	0	0	0	0	0	0	0
Ramp Checks	6	9	5	0	6	9	4	3	42
FIR's	0	0	0	0	0	0	0	0	0
Patrol Assists	0	0	1	0	0	0	1	2	4

### Arrests

Felony	0	0	0	0	0	0	0	0	0
Misdemeanor	0	0	0	0	0	0	0	0	0
BUI	0	0	0	0	0	0	0	0	0



# Orange County Fire Rescue Unit Activity in Belle Isle for April 2021

c.

<b>BELLE ISLE INCIDENT TOTAL</b>	<b>58</b>
<b>Total OCFR Units Used</b>	<b>124</b>
<b>Total OCFR Transports</b>	<b>24</b>

	EMS	Fire Service	Vehicle Accident
<b>Total</b>	43	10	5

Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
<b>OF210032189</b>									
	E70	4/1/21	0:07:54	EMDD	72	Belle Isle		72733B	3612 ST MORITZ ST, BI
	R72	4/1/21	0:52:13	EMDD	72	Belle Isle	YES	72733B	3612 ST MORITZ ST, BI
<b>OF210032724</b>									
	E70	4/2/21	0:15:51	EMDB	70	Belle Isle		70773B	1607 STAFFORD DR, BI
	R70	4/2/21	0:15:51	EMDB	70	Belle Isle		70773B	1607 STAFFORD DR, BI
<b>OF210032785</b>									
	E72	4/2/21	0:14:24	EMDD	72	Belle Isle		72733B	4408 HOFFNER AV, BI
	R72	4/2/21	0:43:57	EMDD	72	Belle Isle	YES	72733B	4408 HOFFNER AV, BI
<b>OF210032879</b>									
	R72	4/3/21	0:27:50	EMDB	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
<b>OF210032953</b>									
	E73	4/3/21	0:13:33	AA	73	Belle Isle		73777B	1900 MCCOY RD, BI
	R73	4/3/21	0:13:30	AA	73	Belle Isle		73777B	1900 MCCOY RD, BI
<b>OF210033310</b>									
	E72	4/4/21	0:35:06	EMDD	72	Belle Isle		72734B	5019 LA CROIX AV, BI
	R72	4/4/21	1:07:06	EMDD	72	Belle Isle	YES	72734B	5019 LA CROIX AV, BI
<b>OF210033473</b>									
	E70	4/4/21	0:08:16	AFA	70	Belle Isle		70736B	6501 MATCHETT RD, BI
<b>OF210033637</b>									
	E72	4/5/21	0:10:06	HYDFLOV	72	Belle Isle		72733B	4112 ISLE VISTA AV, BI
<b>OF210034002</b>									
	E72	4/6/21	0:18:00	EMDA	72	Belle Isle		72733B	5013 MONET AV, BI
	R70	4/6/21	0:59:35	EMDA	72	Belle Isle	YES	72733B	5013 MONET AV, BI
<b>OF210034362</b>									
	B4	4/6/21	0:11:16	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	E70	4/6/21	0:10:44	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	E73	4/6/21	0:02:05	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	4/6/21	0:11:32	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF210034383</b>									
	E73	4/7/21	0:13:25	AA	73	Belle Isle		73777B	2049 JETPORT DR, BI
	R73	4/7/21	0:10:15	AA	73	Belle Isle		73777B	2049 JETPORT DR, BI
<b>OF210034496</b>									
	E70	4/7/21	0:10:10	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R51	4/7/21	0:06:55	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R73	4/7/21	0:30:40	EMDB	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF210034620</b>									

c.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	E72	4/7/21	0:11:22	AAN	72	Belle Isle		72733B	4400 HOFFNER AV, BI
<b>OF210034696</b>	E72	4/7/21	0:15:18	EMDD	72	Belle Isle		72733B	4400 HOFFNER AV, BI
	R72	4/7/21	1:02:43	EMDD	72	Belle Isle	YES	72733B	4400 HOFFNER AV, BI
<b>OF210034848</b>	E71	4/8/21	0:03:08	EMDB	70	Belle Isle		70769B	7020 WILLOUGHBY LN, BI
	R71	4/8/21	0:27:09	EMDB	70	Belle Isle		70769B	7020 WILLOUGHBY LN, BI
<b>OF210035309</b>	E72	4/9/21	0:15:02	EMDB	72	Belle Isle		72733B	5121 MONET AV, BI
	R72	4/9/21	0:15:41	EMDB	72	Belle Isle		72733B	5121 MONET AV, BI
<b>OF210035318</b>	E72	4/9/21	0:24:31	EMDD	72	Belle Isle		72733B	5121 MONET AV, BI
	R72	4/9/21	1:26:57	EMDD	72	Belle Isle	YES	72733B	5121 MONET AV, BI
<b>OF210035372</b>	E72	4/9/21	0:08:13	AA	72	Belle Isle		72733B	CONWAY RD/HOFFNER AV
<b>OF210035571</b>	E73	4/10/21	0:33:19	CARF	73	Belle Isle		73777B	2323 MCCOY RD, BI
<b>OF210035891</b>	E70	4/10/21	0:11:54	ELECK	70	Belle Isle		70736B	MATCHETT RD/DELIA AV
<b>OF210036166</b>	E73	4/11/21	0:19:20	EMDD	70	Belle Isle		70773B	1701 PERKINS RD, BI
	R70	4/11/21	0:53:38	EMDD	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
<b>OF210036281</b>	E70	4/11/21	0:30:33	EMDE	70	Belle Isle		70737B	1415 HORIZON CT, BI
	R70	4/11/21	1:48:11	EMDE	70	Belle Isle	YES	70737B	1415 HORIZON CT, BI
<b>OF210036402</b>	E72	4/11/21	0:25:40	EMDA	72	Belle Isle		72732B	3701 QUANDO CIR, BI
	R70	4/11/21	0:26:04	EMDA	72	Belle Isle		72732B	3701 QUANDO CIR, BI
<b>OF210036404</b>	E70	4/11/21	0:06:11	EMDC	70	Belle Isle		70773B	1744 PAM CIR, BI
	R73	4/11/21	0:51:44	EMDC	70	Belle Isle	YES	70773B	1744 PAM CIR, BI
<b>OF210036504</b>	E72	4/12/21	0:19:00	AFA	72	Belle Isle		72733B	5066 CONWAY RD, BI
<b>OF210036573</b>	E70	4/12/21	0:21:28	EMDC	70	Belle Isle		70735B	2022 HOFFNER AV, BI
	R70	4/12/21	1:00:01	EMDC	70	Belle Isle	YES	70735B	2022 HOFFNER AV, BI
<b>OF210036599</b>	R73	4/12/21	0:59:19	EMDD	70	Belle Isle	YES	70736B	731 FAIRLANE AV, BI
	TR51	4/12/21	0:18:01	EMDD	70	Belle Isle		70736B	731 FAIRLANE AV, BI
<b>OF210036877</b>	E73	4/13/21	0:23:10	EMDC	73	Belle Isle		73777B	1934 MCCOY RD, BI
	R70	4/13/21	0:23:24	EMDC	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF210036883</b>	E70	4/13/21	0:23:33	EMDA	70	Belle Isle		70773B	1873 WIND WILLOW RD, BI
	R70	4/13/21	1:01:09	EMDA	70	Belle Isle	YES	70773B	1873 WIND WILLOW RD, BI
	R73	4/13/21	0:03:39	EMDA	70	Belle Isle		70773B	1873 WIND WILLOW RD, BI
<b>OF210036925</b>	E73	4/13/21	0:15:25	EMDD	70	Belle Isle		70769B	2225 HOMEWOOD DR, BI
	R70	4/13/21	0:52:06	EMDD	70	Belle Isle	YES	70769B	2225 HOMEWOOD DR, BI
<b>OF210036957</b>	E72	4/13/21	0:08:54	AMA	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R72	4/13/21	0:08:54	AMA	72	Belle Isle		72732B	4222 PLAYA CT, BI
<b>OF210037419</b>	E70	4/14/21	0:16:58	EMDD	72	Belle Isle		72733B	5356 CHISWICK CIR, BI

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c.

<u>Alarm #</u>	<u>Units</u>	<u>Date</u>	<u>Total Time</u>	<u>Call Type</u>	<u>Sta</u>	<u>Jurisdiction</u>	<u>Transport</u>	<u>REP DIST</u>	<u>LOCATION</u>
	R72	4/14/21	0:55:10	EMDD	72	Belle Isle	YES	72733B	5356 CHISWICK CIR, BI
<b>OF210037425</b>	E53	4/14/21	0:16:56	OUTSDFR	70	Belle Isle		70773B	1777 MCCOY RD, BI
<b>OF210037430</b>	E53	4/14/21	0:22:08	EMDC	73	Belle Isle		73777B	2260 JETPORT DR, BI
	M5	4/14/21	0:00:45	EMDC	73	Belle Isle		73777B	2260 JETPORT DR, BI
	R51	4/14/21	0:00:42	EMDC	73	Belle Isle		73777B	2260 JETPORT DR, BI
<b>OF210037542</b>	E70	4/14/21	0:29:44	EMDB	73	Belle Isle		73777B	3011 MCCOY RD, BI
	R73	4/14/21	0:32:09	EMDB	73	Belle Isle		73777B	3011 MCCOY RD, BI
<b>OF210037630</b>	E73	4/14/21	0:37:25	EMDC	70	Belle Isle		70773B	2121 MCCOY RD, BI
	R73	4/14/21	1:16:36	EMDC	70	Belle Isle	YES	70773B	2121 MCCOY RD, BI
<b>OF210037903</b>	E71	4/15/21	0:03:58	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	E72	4/15/21	0:00:07	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R70	4/15/21	0:02:39	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
	R71	4/15/21	0:11:41	EMDD	72	Belle Isle		72733B	HOFFNER AV/CONWAY RD
<b>OF210038094</b>	E73	4/16/21	0:23:02	EMDD	73	Belle Isle		73777B	2300 JETPORT DR, BI
	R70	4/16/21	0:54:08	EMDD	73	Belle Isle	YES	73777B	2300 JETPORT DR, BI
<b>OF210038962</b>	E70	4/18/21	0:13:31	AFA	73	Belle Isle		73777B	1934 MCCOY RD, BI
<b>OF210038997</b>	E70	4/18/21	0:22:29	EMDC	70	Belle Isle		70773B	1701 PERKINS RD, BI
	R70	4/18/21	0:57:04	EMDC	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
<b>OF210039004</b>	E70	4/18/21	0:12:38	WIRES	70	Belle Isle		70735B	5109 PLEASURE ISLAND R
<b>OF210039913</b>	E72	4/20/21	0:25:01	AMA	72	Belle Isle		72733B	3712 PONCEAU ST, BI
	R72	4/20/21	0:24:48	AMA	72	Belle Isle		72733B	3712 PONCEAU ST, BI
<b>OF210040095</b>	E73	4/21/21	0:21:00	EMDE	70	Belle Isle		70773B	1853 MCCOY RD, BI
	R70	4/21/21	0:20:10	EMDE	70	Belle Isle		70773B	1853 MCCOY RD, BI
<b>OF210041314</b>	E73	4/24/21	0:20:37	EMDC	73	Belle Isle		73777B	MCCOY RD/LINDOS ST
	R51	4/24/21	1:06:52	EMDC	73	Belle Isle	YES	73777B	MCCOY RD/LINDOS ST
<b>OF210041335</b>	E72	4/24/21	0:20:39	EMDA	72	Belle Isle		72732B	4202 PLAYA CT, BI
	R72	4/24/21	1:55:55	EMDA	72	Belle Isle	YES	72732B	4202 PLAYA CT, BI
<b>OF210041368</b>	E72	4/24/21	0:10:34	AMA	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R71	4/24/21	0:09:30	AMA	72	Belle Isle		72732B	4222 PLAYA CT, BI
<b>OF210041919</b>	R70	4/26/21	0:15:26	AA	70	Belle Isle		70736B	S ORANGE AV/FAIRLANE A'
<b>OF210042024</b>	E70	4/26/21	0:03:54	EMDA	70	Belle Isle		70773B	1701 PERKINS RD, BI
	R70	4/26/21	1:02:08	EMDA	70	Belle Isle	YES	70773B	1701 PERKINS RD, BI
<b>OF210042092</b>	E51	4/26/21	0:23:16	EMDB	70	Belle Isle		70735B	1611 CONWAY ISLE CIR, BI
	R72	4/26/21	0:22:33	EMDB	70	Belle Isle		70735B	1611 CONWAY ISLE CIR, BI
<b>OF210042219</b>	E72	4/26/21	1:16:00	AMA	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R70	4/26/21	1:11:31	AMA	72	Belle Isle	YES	72732B	4222 PLAYA CT, BI



Alarm #	Units	Date	Total Time	Call Type	Sta	Jurisdiction	Transport	REP DIST	LOCATION
<b>OF210042673</b>									
	E70	4/27/21	0:28:35	EMDD	70	Belle Isle		70773B	1833 WIND DRIFT RD, BI
	R73	4/27/21	1:18:47	EMDD	70	Belle Isle	YES	70773B	1833 WIND DRIFT RD, BI
<b>OF210042994</b>									
	E70	4/28/21	0:09:56	EMDE	72	Belle Isle		72734B	2842 ALSACE CT, BI
	R70	4/28/21	0:12:53	EMDE	72	Belle Isle		72734B	2842 ALSACE CT, BI
<b>OF210043174</b>									
	E51	4/29/21	0:08:30	AFA	70	Belle Isle		70736B	6517 CAY CIR, BI
<b>OF210043349</b>									
	E70	4/29/21	0:26:26	EMDD	72	Belle Isle		72732B	4312 KEZAR CT, BI
	R70	4/29/21	1:18:48	EMDD	72	Belle Isle	YES	72732B	4312 KEZAR CT, BI
<b>OF210043462</b>									
	B3	4/30/21	0:10:17	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	B4	4/30/21	0:33:13	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	B5	4/30/21	0:05:17	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	CPT4	4/30/21	0:10:16	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	E50	4/30/21	0:14:45	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	E72	4/30/21	0:15:49	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	E73	4/30/21	0:52:01	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	Q55	4/30/21	0:11:32	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R53	4/30/21	0:11:33	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	R73	4/30/21	0:49:51	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	SQ1	4/30/21	0:10:41	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
	TR51	4/30/21	0:06:54	BLD	73	Belle Isle		73777B	2323 MCCOY RD, BI
<b>OF210043519</b>									
	E70	4/30/21	0:03:29	EMDD	70	Belle Isle		70773B	1743 WIND DRIFT RD, BI
	R70	4/30/21	0:03:24	EMDD	70	Belle Isle		70773B	1743 WIND DRIFT RD, BI
<b>OF210043623</b>									
	E72	4/30/21	0:07:56	EMDB	72	Belle Isle		72732B	4222 PLAYA CT, BI
	R73	4/30/21	0:08:33	EMDB	72	Belle Isle		72732B	4222 PLAYA CT, BI
<b>OF210043761</b>									
	E70	4/30/21	0:26:22	EMDB	70	Belle Isle		70737B	1510 SWANN AV, BI
	R70	4/30/21	1:00:04	EMDB	70	Belle Isle	YES	70737B	1510 SWANN AV, BI

**SERVICE AREA INCIDENT TOTAL 58**

**Total OCFR Units Used 124**

**Total OCFR Transports 24**

	EMS	Fire Service	Vehicle Accident
<b>Total</b>	43	10	5



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

**Meeting Date:** May 18, 2021

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** RFP for Pipe Lining (Continuing Services Contract)

**Background:** Much of the City’s stormwater infrastructure is comprised of corrugated metal pipe (CMP). Many State Highway Departments and various agency engineers have conducted numerous durability studies to determine the life expectancy of corrugated steel pipe. The general consensus of these studies is that corrugated steel pipe has a life expectancy of 10 years to about 35 years before perforation\* of the metal occurs. The Federal Highway Administration's (FHWA) Culvert Inspection Manual states that perforation of a corrugated pipe culvert would indicate "poor condition". On a rating scale of 0 (critical condition) to 9 (new), any pipe with perforations is rated no better than a 3, which is rated as "poor" and only one step above "critical condition". A critical rating requires immediate replacement. The alternative to replacement is usually some type of coatings. The practice is referred to as pipe lining and in most cases it is a cured in place lining.

Over the past several years, the City used pipe lining to repair instead of replace CMPs that were in danger of collapse. When we need pipe lining services, it would be more prudent and time saving if we had a list of contractors under contract that we could call for quotes and not go through the time and effort to do a competitive bid each time. This would also allow for a better budgeting process as we would know the costs for pipe lining. Also having multiple contractors would allow the City to use one contractor if the other is not available.

**Staff Recommendation:** Approve to advertise the RFP for pipe lining.

**Suggested Motion:** I move we approve the RFP for pipe lining services and direct the City manager to advertise the RFP.

**Alternatives:** Do not approve the RFP

**Fiscal Impact:** TBD

**Attachments:** Pipe Lining RFP

CITY OF BELLE ISLE, FLORIDA  
**INVITATION TO BID CURED IN  
PLACE PIPE (CIPP)  
for  
STORMWATER PIPE REHABILITATION**  
**ITB #21-XX**



Release Date: May 21, 2021

**Bid Due Date and Time: June 24, 2021 at 3:00 P.M.**

City of Belle Isle  
1600 Neal Avenue Orange,  
Belle Isle, FL 32809  
(407) 851-7730  
[bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov)  
[www.belleislefl.org](http://www.belleislefl.org)

## Legal Notice to Proposers

### ITB #21-XX CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION

**Notice is hereby given that the City of Belle Isle is soliciting bids for ITB #21-XX CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION.** Bids will be accepted in the City Clerk’s Office, Belle Isle City Hall, 1600 Nela Avenue, Belle Isle, Florida 32809 until **3:00 P.M. on June 24, 2021** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 3:00 P.M. in Council Chambers located at 1600 Nela Avenue, Belle Isle, Florida 32809.

There will be a no Pre-Bid Conference for this RFP.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Belle Isle, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

**DESCRIPTION:** *The City of Belle Isle is soliciting sealed Bids for the purpose of occurring services for the professional cured in place pipe rehabilitation services for stormwater mains on a continuing annual contract basis. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.*

Copies of the documents and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Belle Isle website at [www.belleislefl.gov](http://www.belleislefl.gov). All questions shall be directed **in writing** to the Engineer, David Taylor, [davidt@harriscivilengineers.com](mailto:davidt@harriscivilengineers.com) or Nicole Lund, [Nicolel@harriscivilengineers.com](mailto:Nicolel@harriscivilengineers.com) and reference **“Questions on Belle Isle ITB #21-XX (CIPP)”** in the subject line. Last day for questions will be **June 15, 2021 at 5:00 P.M.**

No Bids received after the time and date specified for the opening will be considered. The City of Belle Isle, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Manager’s office** with one (1) original and two (2) copies and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Bob Francis, City Manager, 1600 Nela Avenue, Belle Isle, Florida 32809 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **“ITB #21-XX CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION.”**

Bob Francis – City Manager  
Legal Ad - One Time – **May 21, 2021**

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



<b>SEALED BID • DO NOT OPEN</b>	
<b>SEALED BID NO.</b>	ITB #21-XX
<b>BID TITLE:</b>	_____ CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION _____
<b>DUE DATE/TIME:</b>	_____ June 24, 2021 at 3:00 P.M. _____
<b>SUBMITTED BY:</b>	_____ (Name of Company)
<b>DELIVER TO:</b>	City of Belle Isle Attn: Bob Francis, City Manager 1600 Nela Avenue Belle Isle, Florida 32809
<b>DATE/TIME RECEIVED:</b>	_____ (To be stamped by Clerk's Office)

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**SECTION 1 – PURPOSE AND OVERVIEW**

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for *occurring services for the professional cured in place pipe rehabilitation services for stormwater mains on a continuing annual contract basis* the provision of Cured in Place Pipe (CIPP) for Stormwater Pipe Rehabilitation. **Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein..**

It is the intent and purpose of the City of Belle Isle (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the City Engineer if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

**[Remainder of this page left intentionally blank]**

**SECTION 2 – INSTRUCTIONS TO BIDDERS**

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one (1) original and two (2) copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

**TIMELINE (Local Time):**

*The City reserves the right to alter dates as needed.*

Date of Distribution: .....May 21, 2021  
Non-Mandatory Pre-Bid Conference .....None  
Deadline for Questions: .....June 15, 2021 by 5:00 P.M.  
Final Addendum Posting: .....June 17, 2021 by 5:00 P.M.  
**Bids Due: ..... June 24, 2021 by 3:00 P.M.**  
City Council Meeting for Approval of Recommendation of Award .....July 6, 2021 (Tentative)

Bids must be delivered in a sealed envelope/package and delivered to:

**City of Belle Isle  
Attn: Bob Francis, City Manager  
1600 Nela Avenue  
Belle Isle, Florida 32809**

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Manager’s Office, Belle Isle City Hall, 1600 Nela Avenue, Belle Isle, Florida 32809 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

**Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**



All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Belle Isle reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

**PRE-BID CONFERENCE/SITE VISIT:**

There will be no Pre-Bid Conference for the project.

**QUESTIONS REGARDING THIS ITB:**

All questions shall reference “**ITB #21-XX CURED IN PLACE PIPE (CIPP) for STORMWATER PIPE REHABILITATION**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Taylor  
City Engineer  
1600 Nela Avenue Belle Isle, FL 32809  
[davidt@harriscivilengineers.com](mailto:davidt@harriscivilengineers.com)  
or  
Nicole Lund  
City Engineer  
[Nicolel@harriscivilengineers.com](mailto:Nicolel@harriscivilengineers.com)

**ADDENDA REGARDING THE INVITATION TO BID:**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website [www.belleislefl.gov](http://www.belleislefl.gov).

**The city of Belle Isle reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Belle Isle. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

**CLARIFICATIONS:**

It is the Vendor’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**MINIMUM QUALIFICATIONS:**

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

**Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.**

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Belle Isle is not to be used as a reference.

**NO LOBBYING:**

All Vendors are hereby placed on notice that the City of Belle Isle Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Belle Isle Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

**PRICING SHEETS:**

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

**EXCEPTIONS TO SPECIFICATIONS:**

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

**BID SUBMISSION AND WITHDRAWAL:**

Unless otherwise specified, Vendor shall use the forms supplied by the City. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF BIDS:**

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

**WITHDRAWAL OF BIDS:**

**NO** Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Belle Isle, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Belle Isle. Any such withdrawn Bid shall not be resubmitted.

**OPENING OF BIDS:**

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

**LITIGATION HISTORY:**

The City will consider a Vendor’s litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all “material” cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor’s litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

**DEBARMENT HISTORY:**

The City will consider a Vendor’s debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor’s debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

**REJECTION OF BIDS:**

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board’s purchasing activity.
- (f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS:**

All documents resulting from this project will become the sole property of the City of Belle Isle. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**[Remainder of this page left intentionally blank]**

**SECTION 3 – SCOPE OF WORK and TECHNICAL SPECIFICATIONS**

**SCOPE OF WORK and TECHNICAL SPECIFICATIONS**

The Contractor shall include the cost(s) for permits and fees in his proposal.

The Contractor shall include the cost(s) for a 100% performance and payment bond.

All technical specifications are also attached as separate documents.

**SCOPE OF WORK  
CURED-IN-PLACE PIPE (CIPP) FOR STORMWATER PIPE REHABILITATION**

**I. General**

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for stormwater mains (8” – 48” diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of three (3) years with an option to extend the agreement for two (2) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

**II. Summary of Work**

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer’s recommended material, handling and incidentals required for the rehabilitation of various sized stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with latest versions of American Society for Testing and Materials (ASTM) standard, including appendices and manufacturer’s specifications. And all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main cleaning
- Stormwater main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction

- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

**III. Equipment/Vehicles**

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer’s recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

**IV. Materials**

- A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer- recommended safety precautions available at the work site to ensure all work is performed in a safe manner.
- B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and pay all appropriate fees prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

**V. Contractor Responsibilities**

- A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment if necessary.
- B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.
- C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and

diameters and incorporate those findings in their initial cost and work proposal.

- D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.
- E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services.
- F. Cleaning of Stormwater Mains: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.
- G. Bypassing Stormwater: The CONTRACTOR shall provide for the flow of stormwater around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.
- H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspections are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

- I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.
- J. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public, and the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater systems.
- K. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.
- L. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.
- M. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

**VI. Scope of Work General Stormwater Main Lining**

The CONTRACTOR will be compensated for oval stormwater mains (if any) at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

**A. Stormwater Main Cleaning**

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains and manholes as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

- 1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been



engaged in cleaning operations of similar size and complexity to the work described herein.

2. Submittals:

- a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater mains and structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.
- b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

**B. Products:**

The CONTRACTOR shall utilize cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

**1. High Velocity Cleaning Equipment:** The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own 1200-gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

**2. Hydraulically Propelled Cleaning Equipment:** The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm systems. Storm cleaning balls or other such equipment which cannot be collapsed instantly

to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

**3. Capture and Removal of Debris:** The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

**4. Water Metering Requirements:** The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

**C. Execution:**

1. General: These specifications provide a basis by which a stormwater main can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater using high velocity, hydraulically propelled or mechanically powered cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

**D. Hydraulic Cleaning Methodology:**

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main. The CONTRACTOR will take all precautions to protect the stormwater main from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main.

**E. Mechanical Cleaning Methodology:**

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used.

**F. Material Removal and Cleanup:**

1. Material Removal: The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

**G. Degree of Cleaning:**

The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system being cleaned to the extent that closed-circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater mains. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

- 1. Light Cleaning: The removal of ¼ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.
- 2. Medium Cleaning: The removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.
- 3. Heavy Cleaning: The removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe.

**H. Dewatering:**

When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included in the unit prices for cleaning as an incidental cost.

**I. Manhole Clean-up:**

Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR’S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment

which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities

having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

**J. Restoration:**

The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

**K. Additional Cleaning:**

The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

**L. Pre- and Post-Work Inspections:**

The CONTRACTOR will video tape the stormwater main under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re- done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY. The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor-quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

**M. Maintenance of Traffic (MOT):**

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the “Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System” (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) “Manual on Uniform Traffic Control Devices” (latest edition) for all aspects of assigned work. CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY. The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

**N. Locates:**

CONTRACTOR is responsible for all utility locates.

**O. Work Integration:**

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:00 a.m. to 7:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays. The CONTRACTOR may work outside the posted hours if circumstances prevent work during these scheduled hours. Such circumstances may include, but are not limited to, structures with high peak flows, excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, “off hours” work will be required (late night and/or early morning hours and weekends). Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

**P. Work Product Submittals:**

1. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each project. The video shall be of high visual quality with complete and clear annotation on screen to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

**Q. Site Restoration:**

1. The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

**R. Ordering and Payment:**

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the City Engineer. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

**S. Mobilization**

Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

**[End of Section]**

## TECHNICAL SPECIFICATIONS

### CURED-IN-PLACE PIPE (CIPP) FOR STORMWATER PIPE REHABILITATION

#### PART 1 - PRODUCTS

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##### 1.1 GENERAL

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline/conduit by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the water or air used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished cured-in-place pipe (CIPP) shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix, chemically resistant to withstand internal exposure to stormwater.

##### 1.2 QUALIFICATIONS

Since sewer products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. In order for the CIPP and Installation Contractors to be deemed commercially acceptable and approved for this project they must meet the following criteria:

###### A. CIPP

1. The CIPP product must have been installed in a minimum of 1,000,000 linear feet or 1,000 manhole-to-manhole line sections of successful stormwater collection system installations in the U.S. and must be documented to the satisfaction of the Owner.
2. The CIPP shall comply with the latest versions of ASTM D5813, ASTM F1216 or ASTM F1743, including appendices.
3. For the CIPP to be considered Commercially Proven, it shall have been successfully in service in an application similar to this project for a minimum of 10 years and documented to the satisfaction of the Owner.
4. The lining tube manufacturer shall operate under a quality management system that is third party certified to ISO 9001 or other internationally recognized organization standards. Proof of certification shall be submitted with the Bidder's bid and required for approval.



5. Third-party test results supporting the structural properties and long-term performance of the CIPP shall be submitted for approval, and such data shall be satisfactory to the Owner. No CIPP will be approved without independent third-party testing verification.

B. Installation Contractor

1. The Installation Contractor shall satisfy all insurance, financial and bonding requirements of the Owner, and shall have installed within the United States a minimum of 1,000,000 lineal feet of the same CIPP being represented by the bidder. In addition, the Installation Contractor shall have had at least 5 years active experience in the installation of the proposed CIPP.
2. The Installation Contractor superintendent(s) designated for the project shall have installed a minimum of 100,000 lineal feet and shall have 5 years of installation experience of the same CIPP being represented by the bidder. This shall be documented to the Owner's satisfaction in the form of a resume of work experience detailing scope of work (linear footage and pipe diameters), location of work, and reference contact information for each project listed.

1.3 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. Unless specified differently by the Owner/Engineer in the contract documents, the design thickness of the CIPP shall be derived using the standard engineering methodology as found in ASTM F1216, Appendix X1. The long-term flexural modulus shall not exceed 50 percent of the short-term value for the CIPP and shall be substantiated through third-party testing. The thickness calculations, signed and sealed by a registered professional engineer, shall be submitted to the Owner prior to CIPP installation.
- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work.
- C. The Enhancement Factor 'K' to be used in the CIPP design shall be assigned a value of 7.
- D. Long-term testing in general accordance with ASTM D2990 must have been performed for flexural creep of the CIPP pipe material to be installed. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the

materials (CIPP Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

E. The CIPP shall meet the following minimum strength requirements:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	4,500 psi
Flexural Modulus (initial)	D790	250,000 psi	400,000 psi	250,000 psi
Flexural Modulus (50-year)	D790	125,000 psi	200,000 psi	125,000 psi

F. The required CIPP wall thickness shall be based as a minimum on the physical properties in Section 1.3.E. above (or greater values if substantiated by third-party testing) and in accordance with the design equations in the Appendix X1 of ASTM F1216.

1.4 MATERIALS A.

CIPP Tube

1. The CIPP tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The CIPP tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
2. The CIPP tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the CIPP tube. Maximum stretching allowances shall be as defined in ASTM F1216 or ASTM F1743. The Installation Contractor shall verify the lengths in the field before cutting the CIPP tube to length. Continuous individual liners can be made over one or more manhole to manhole sections.

3. The CIPP tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
4. Any plastic film applied to the CIPP tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
5. At time of manufacture, each lot of CIPP tube shall be inspected and certified to be free of defects. The CIPP tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall also include the CIPP tube Manufacturer's name or identifying symbol.
6. The CIPP tube may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.

B. Resin Components

1. The resin system shall be a corrosion resistant polyester or vinyl ester, along with a compatible catalyst system.
2. The resin used shall not contain non-strength enhancing fillers.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that meets the structural requirements of ASTM F1216 or ASTM F1743, the minimum physical properties specified in Section 1.3.E., and those properties which are to be utilized in the design of the lining system for this project.
3. When combined with the CIPP tube, the resin system shall provide a CIPP that complies with the chemical resistance requirements specified in ASTM F1216 or ASTM F1743.

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**PART 2 – EXECUTION**

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**2.1 GENERAL**

- A. The Installation Contractor shall deliver the resin impregnated CIPP tube to the site and provide all equipment required to insert and cure the CIPP within the host pipe. The Installation Contractor shall designate a location where the CIPP tube will be vacuum impregnated with the resin prior to installation. If requested by the Owner, the Installation Contractor shall notify the Engineer at least 48 hours prior to wet out to allow the Engineer to observe the materials and wet out procedure. All procedures to prepare the CIPP for installation shall be in strict accordance with the Manufacturer’s recommendations.
  
- B. The CIPP shall be vacuum impregnated with resin not more than 120 hours before the time of installation and stored out of direct sunlight at a temperature of less than 70° F.

**2.2 NOTIFICATION AND PREPARATION**

- A. The Installation Contractor shall notify the CITY at least 24 hours prior to the start of work.
  
- B. The Installation Contractor shall perform cleaning, video, and inspection prior to installation of the CIPP. The Installation Contractor, when required, shall remove all debris from within the pipe that will interfere with the installation of the CIPP.
  
- C. It shall be the responsibility of the Installation Contractor to notify the Owner of line obstructions, offset joints or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the pipe. The Owner, with input from the Installation Contractor, shall determine the method of pipe repair required and shall address these concerns on a case- by-case basis.
  
- D. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to installation of the CIPP. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

**2.3 BYPASS PUMPING**

- A. The Installation Contractor, when required, shall provide for the flow of water around the section or sections of pipe designated for repair. When possible, the bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or

adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. The Installation Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately, safely, and environmentally divert sewage flow around the work.

- B. When requested by the Engineer, the Installation Contractor shall submit a general bypass plan.

## 2.4 TELEVISION INSPECTION

- A. The Installation Contractor shall provide video equipment capable of properly documenting the conditions as found within the pipe. Lighting for the video camera shall illuminate the entire periphery of the pipe. The camera shall be radial view type capable of viewing 360° within the pipe and shall provide an unobstructed view of the full pipe.
- B. The video shall begin with a clear identification of the pipeline location, upstream and downstream manhole designation, and pipe diameter. The video shall provide an accurate length measurement of the entire segment and of the distance to each lateral connection. The Installation Contractor shall pan all lateral connections on both the pre and post videos.
- C. Reverse video set-ups shall be utilized when line obstructions prevent full segment televising from the initial set-up direction.
- D. Both a pre-lining and post-lining video shall be submitted to the Owner for approval. The discs shall be clearly and properly labeled.

## 2.5 INSTALLATION

- A. The CIPP shall be installed in accordance with the practices given in ASTM F1216 (for direct inversion installations) or ASTM F1743 (for pulled-in-place installations). The quantity of resin used for the CIPP tube's impregnation shall be sufficient to fill the volume of air voids in the CIPP tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the CIPP tube.
- B. The resin-impregnated CIPP tube shall be installed into the host pipe by methods specified in ASTM F1216 or ASTM F1743 and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the CIPP tube. Hydrostatic or air pressure shall be used to inflate the CIPP tube and mold it against the walls of the host pipe.

- C. Temperature gauges shall be placed between the CIPP tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

## 2.6 CURING

- A. After the CIPP tube installation is completed the Installation Contractor shall supply a suitable heat source and recirculation equipment (if required). The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply (for water cure) and outgoing heat supply (for steam cure). Water or air temperature in the pipe during the cure period shall be as recommended by the resin Manufacturer.
- C. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appears to be hard and sound and the remote temperature sensor(s) indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin Manufacturer, as modified for the installation process, during which time the recirculation of the heat and/or cycling of the heat exchanger to maintain the temperature continues.

## 2.7 COOL DOWN

Cool down may be accomplished by the introduction of cool water or air to replace water or pressurized air being relieved. Care shall be taken in the release of the hydrostatic head so that a vacuum will not be developed.

## 2.8 FINISH

- A. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The CIPP shall be homogeneous and free of any leakage from the surrounding ground to the inside of the CIPP.
- B. Where the CIPP is installed through an intermediate manhole uninterrupted, the invert shall be maintained smooth through the manhole, with approximately the bottom half of the CIPP continuous through the manhole. The invert of the manhole shall be shaped and grouted as necessary to support the liner. The cost of this work shall be included in the CIPP unit price.
- C. During the warranty period, any defects which will affect the integrity or strength

of the CIPP, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Installation Contractor's expense in a manner mutually agreed upon by the Owner and the Installation Contractor.

2.9 REINSTATE LATERALS AND SERVICES

- A. Accurate location of the lateral and service connections shall be made by inspection of the pre-installation video or sewer walk.
- B. After the CIPP has been installed, all existing active lateral sewers and services shall be reinstated unless otherwise indicated by the Owner or on the plans. The reinstatement of laterals and services shall be done without excavation unless otherwise specified by the Engineer. Reinstatement of laterals and services will be accomplished from the interior of the CIPP by means of a video camera directed cutting device or by direct man entry when feasible.
- C. All cut lateral and service connections shall be free of burrs, frayed edges, or any restriction preventing free flow of stormwater. Laterals shall be reinstated to a minimum of 90% of their original diameter and no more than 100% of their minimum diameter. The CIPP shall be tightly sealed at the cut openings with no gaps.

2.10 QUALITY ASSURANCE PROCEDURES

- A. For every two thousand five hundred (2,500) lineal feet of liner installed, two (2) flat plate samples shall be processed and tested. For pipe diameters less than 18 inches, restrained end samples may also be utilized. The CIPP physical properties shall be tested in accordance with ASTM F1216, Section 8, using either allowed sampling method. The flexural properties must meet or exceed the values listed in Section 1.3.E. of this specification and the values submitted to the Owner by the Installation Contractor for this project's CIPP wall design, whichever is greater.
- B. Testing shall be completed by an accredited, independent laboratory. Testing results shall be provided to the Owner within 7 days of receipt of such results.
- C. Wall thickness of samples shall be determined in a manner consistent with 8.1.2 of ASTM D5813. The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness calculated in 1.3.F of this document.
- D. Flexural testing of the collected samples shall be conducted in accordance with ASTM D790, latest version, with only the structural portion of the CIPP being tested. E. CIPP installation shall be inspected by post-lining video inspection. Variations from true line and grade may be inherent

because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be unobstructed and accounted for.

**PART 3 – PAYMENT**

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Payment for the work included in this section will be in accordance with the unit prices set forth in the proposal for the quantity of work performed. Progress payments will be made on the work performed during each monthly period.

When not defined, payment shall be broken down as follows:

- A. Mobilization and demobilization shall be paid for per each setup.
- B. Cleaning shall be paid for per lineal foot of line cleaned. Items for both light and heavy cleaning shall be designated as appropriate.
- C. CIPP shall be paid per lineal foot of each diameter rehabilitated as measured from center of manhole to center of manhole.
- D. Bypass pumping shall be paid for per each setup and shall include all incidentals required for the bypass efforts.
- E. Traffic control shall be paid for per each setup and shall include all incidentals required for traffic control.

All other incidental costs such as sample testing shall be included in the cost of these items.

End of Scope of Work

**[End of Section]**



**SECTION 4 – STANDARD PURCHASE DEFINITIONS**

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
  
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
  
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
  
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
  
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
  
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
  
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
  
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status. (See also “Vendor”)
  
9. **City** means the City of Belle Isle.
  
10. **Competitive Negotiation means** a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
  
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
  
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

- 13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
- 14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
- 15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
- 16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
- 17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
- 18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
- 19. **Engineer** means the City Engineer
- 20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
- 21. **Evaluator** is a member of the evaluation committee/team.
- 22. **Goods** are supplies, materials, or equipment.
- 23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
- 24. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
- 25. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
- 26. **Issues** means points, matters, or concerns to be addressed during negotiations.
- 27. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
- 28. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

- 29. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 30. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 31. **Negotiator** is a member of the negotiation team.
- 32. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 33. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
- 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

- 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
- 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
- 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
- 44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
- 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
- 46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor’s obligations under the Contract.
  
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
  
- 56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
  
- 57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status. (Also called “Bidder” or “Proposer”.)

[End of Section]

**SECTION 5 – GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Belle Isle. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

1) **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2) **ADDENDUM**

When specifications are revised, the City of Belle Isle will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the “Vendor Acknowledgment Form” and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on [www.belleislefl.gov](http://www.belleislefl.gov).

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3) **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of “ITB Item(s)” and their commodity codes, to those items requested in this bid.

4) **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Belle Isle, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Belle Isle all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Belle Isle. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5) **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6) **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Belle Isle. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7) **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the City Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the City Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the City Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the City Manager.

8) **AWARDS**

Results from the evaluation committee will be considered by the City of Belle Isle City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City’s Purchasing Policy.

The City of Belle Isle City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Belle Isle.

9) **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10) **BID RETURNS**

Vendors shall return all completed Responses to the City of Belle Isle at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11) **BID PROTEST**

Any person who is adversely affected by the City’s decision or intended decision shall file with the City Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the City Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or



welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the City Manager shall provide written bid protest to City Attorney, City Engineer, and any other personnel directly involved in the acquisition.
- b. City Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Orange County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12) **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via [www.belleislefl.gov](http://www.belleislefl.gov) or by email from the City Clerk at [yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov).

13) **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the City Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Orange County, Florida, and to enter into a written contract with the City of Belle Isle. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Orange County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the City Manager has required such. A successful Vendor shall forfeit any surety required by the City Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14) **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Belle Isle as a Certificate Holder prior to execution of the contract.

15) **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Belle Isle. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16) **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Belle Isle, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17) **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18) **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the City Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19) **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20) **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Belle Isle employee is also an owner, corporate officer, or employee of Vendor’s business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21) **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22) **CONTRACT**

Any acquisition above the \$50,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the City Manager has the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$50,000.00. The City of Belle Isle, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23) **CONTRACT OBLIGATION**

The City of Belle Isle City Council shall approve the contract if greater than \$50,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Belle Isle or the Vendor. Department heads are NOT authorized to sign contracts for the City of Belle Isle. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24) **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Belle Isle and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25) **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of fifty thousand dollars (\$50,000.00) shall require council approval before the purchasing contracts are entered into.

26) **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27) **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28) **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29) **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the City Manager.

30) **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31) **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Belle Isle designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the City Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the City reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the City.

32) **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33) **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor’s firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34) **DISQUALIFICATION OF BIDDER/PROPOSER**

The City Manager shall maintain a current listing of qualified Bidders. The City Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35) **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Belle Isle and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Belle Isle reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36) **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37) **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38) **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39) **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40) **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41) **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42) **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43) **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Belle Isle. Code of Ordinances, City of Belle Isle is on file in the Office of the City Clerk, City Hall, 1600 Nela Avenue, Belle Isle, Florida and at [www.municode.com](http://www.municode.com).

The City of Belle Isle is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44) **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45) **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46) **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47) **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property



directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48) **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker’s compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney’s fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor’s employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor’s employees performed in connection with the Contract.

49) **INSPECTIONS AND TESTING**

City of Belle Isle reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50) **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Belle Isle shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers’ compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated “A” or better accordingly to the A.M. Best Company.

51) **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days’ written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52) **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Belle Isle as an additional insured. For workers’ compensation coverage, the Vendor’s

insurance certificate shall include the insurer’s waiver of subrogation in lieu of naming the city as an additional insured for workers’ compensation.

Policies other than Workers’ Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of “A” in the “Best Key Rating Guide” published by A.M. Best & Company, Inc. Policies for Workers’ Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers’ Compensation  <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000  All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman’s and Harbor Workers’ Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.  <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.  Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk.  <u>Additional Coverage:</u>	Buildings - Completed value of contract.  “All Risk” coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner’s equipment, coverage should be furnished on “All Risk” form, including transit and Owner shall be named.

53) **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Belle Isle, Accounts Payable, 1600 Nela Avenue, Belle Isle, Florida, 32809. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54) **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55) **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56) **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Belle Isle, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Belle Isle, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57) **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58) **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59) **LOCAL PREFERENCE**

Not Applicable at this time.

60) **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Belle Isle by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Belle Isle opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61) **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Belle Isle to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Belle Isle shall act as sole judge in determining equality and acceptability of products offered.

62) **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63) **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Belle Isle reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Belle Isle.

64) **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65) **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66) **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67) **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68) **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69) **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The City Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located in City Hall, 1600 Nela Avenue, Belle Isle, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70) **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71) **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72) **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73) **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74) **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida’s state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75) **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76) **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77) **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78) **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79) **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Belle Isle Purchase Order, signed by an authorized agent of the City of Belle Isle. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Belle Isle without prejudice to other remedies provided by law. Where delivery times are critical, the City of Belle Isle reserves the right to award accordingly.

80) **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81) **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Belle Isle shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82) **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these



records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83) **RECYCLED MATERIALS**

City of Belle Isle encourages the use of products made of recycled materials.

84) **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available.

85) **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86) **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87) **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88) **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89) **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90) **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91) **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor’s request, be returned within thirty (30) days after bid award at the Vendor’s expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92) **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93) **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94) **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95) **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Belle Isle City Council (if required). The City of Belle Isle will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96) **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97) **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the City. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Bob Francis, City Manager, 1600 Nela Avenue, Belle Isle, Florida 32809. Responses submitted by hand delivery shall be delivered to: City Clerk, Belle Isle City Hall, 1600 Nela Avenue, Belle Isle, Florida 32809. Responses will be accepted until 3:00 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and two (2) copies and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98) **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99) **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Belle Isle.

100) **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101) **TAXES**

The City of Belle Isle is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Belle Isle Purchasing Division.

102) **TERM CONTRACTS**

Acceptance by the City of Belle Isle of Vendor’s offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103) **TERMINATION**

The City of Belle Isle reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Belle Isle may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City’s satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104) **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Belle Isle may terminate the contract without cause upon thirty (30) days written notice.

105) **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Belle Isle until City of Belle Isle actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106) **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107) **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108) **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109) **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110) **WAIVER OF IRREGULARITIES**

The City of Belle Isle reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations.

111) **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Belle Isle may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Belle Isle may correct at the Vendor's expense.

**[End of Section]**

**SECTION 6 – SPECIAL CONDITIONS**

**PERIOD OF OFFER VALIDITY:**

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

**CONTRACT TERM and DURATION**

The term of the initial contract will be for three (3) year from date of Notice to Proceed. Contract will be renewable for up to two (2) one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

No subcontractor is allowed with written approval from the City of Belle Isle.

**ESCALATION / DE-ESCALATION**

Bid prices shall remain firm for a period of contract. The contract prices may be changed after the initial contract for the following reasons: An increase or decrease in the supplier’s cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor’s margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer’s level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

**ELIGIBILITY OF VENDOR:**

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

**NOTICE:** The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City’s best interest, the City may utilize a cooperative contract in lieu of making an award.

**BID BONDS**

A certified check or bank draft, payable to the City of Belle Isle, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

**PAYMENT & PERFORMANCE BONDS**

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, orange County, Florida and to enter into a contract for services with the City of Belle Isle. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

**SECTION 7 – REQUIRED FORMS**

**FORM 7.1 – BID SUBMITTAL CHECKLIST**

\_\_\_\_\_ Form 7.2 – Vendor’s Acknowledgement

\_\_\_\_\_ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

\_\_\_\_\_ Form 7.4 – Drug Free/Tie Preference Statement

\_\_\_\_\_ Form 7.5 – Public Entity Crimes Statement

\_\_\_\_\_ Form 7.6 – Affidavit of Anti-Collusion

\_\_\_\_\_ Form 7.7 – Authorized Signatures/Negotiators

\_\_\_\_\_ Form 7.8– Statement of Vendor’s Qualifications

\_\_\_\_\_ Form 7.9 – Professional References for Previous Experience

\_\_\_\_\_ Form 7.10 – Listing of Subcontractors

\_\_\_\_\_ Form 7.11 – Certificate as to Corporate Principal

\_\_\_\_\_ Attachment 1 – Bid Proposal

\_\_\_\_\_ Copy of License (Contractor, Sunbiz, etc.)

\_\_\_\_\_ Bid Bond

\_\_\_\_\_ Submission of one (1) original marked “ORIGINAL”, two (2) copies marked “COPY” and one (1) digital (CD or flash drive) version in PDF format.

BY: \_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***This document must be completed and returned with your Submittal***



**FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Belle Isle adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Belle Isle City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

Please check one:  I take NO exceptions.  Exceptions (list below; add additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
NAME, TITLE, TYPED

\_\_\_\_\_  
TELEPHONE NUMBER / FAX NUMBER

\_\_\_\_\_  
FEDERAL IDENTIFICATION #

\_\_\_\_\_  
E-MAIL ADDRESS

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

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: \_\_\_\_\_  
Notary Public

***This document must be completed and returned with your Submittal***

**FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

a.

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Belle Isle. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Belle Isle, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$35,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

\*\*\*\*\*

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_  
Printed \_\_\_\_\_ Name:  
Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of

(NAME)

(TITLE)

\_\_\_\_\_  
(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

is personally known to me; or

has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 7.4 – DRUG FREE PREFERENCE STATEMENT**

a.

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city 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.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_  
Printed \_\_\_\_\_ Name:  
Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
(NAME) (TITLE)  
\_\_\_\_\_ and who:  
(NAME OF ORGANIZATION)

[Notary: Please select one]

- is personally known to me; or
- has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

a.

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_  
Printed \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and who:

[Notary: Please select one]

- is personally known to me; or
- has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 7.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT BID FORM:**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

**SIGN** in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF BELLE ISLE.

NAME OF FIRM: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

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

TITLE: \_\_\_\_\_

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

CITY: \_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

COMPLETION TIME: \_\_\_\_\_

F.E.I.N. NUMBER: \_\_\_\_\_

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Belle Isle.

**NO BID (REASON):** \_\_\_\_\_

\_\_\_\_\_

*This document must be completed and returned with your Submittal*

**FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS**

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name of Authorized Signature)

***This document must be completed and returned with your Submittal***

**FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS**

a.

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.<sup>(1)</sup> Have you ever failed to complete any work awarded to you? If so, where and why?
- H.<sup>(2)</sup> Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ \_\_\_\_\_
- O. Give bank reference: \_\_\_\_\_
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

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

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

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_ and who:

[Notary: Please select one]

is personally known to me; or

has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission  
and expiration:

***This document must be completed and returned with your Submittal***



**FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

a.

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

**Please provide three (3) current and correct references from clients for similar services.**

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone \_\_\_\_\_ Number: \_\_\_\_\_  
Email \_\_\_\_\_ Address: \_\_\_\_\_  
Description of goods or  
Services \_\_\_\_\_ provided:  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone \_\_\_\_\_ Number: \_\_\_\_\_  
Email \_\_\_\_\_ Address: \_\_\_\_\_  
Description of goods or  
Services provided: \_\_\_\_\_  
Contract \_\_\_\_\_ Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone \_\_\_\_\_ Number: \_\_\_\_\_  
Email \_\_\_\_\_ Address: \_\_\_\_\_  
Description of goods or  
Services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

***This document must be completed and returned with your Submittal.***

**FORM 7.10 – LISTING OF SUBCONTRACTORS**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Work:

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: Yes/No \_\_\_\_\_

Subcontractor No. 2

Name: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Work:

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: Yes/No \_\_\_\_\_

Subcontractor No. 3

Name: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Work:

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: Yes/No \_\_\_\_\_

Subcontractor No. 4

Name: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Work:

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: Yes/No \_\_\_\_\_

Subcontractor No. 5

Name: \_\_\_\_\_

Description \_\_\_\_\_ of \_\_\_\_\_ Work:

Percent of Contract Price: \_\_\_\_\_

Previous Experience Together: Yes/No \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Principal in the within Bid Bond; that \_\_\_\_\_, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
Signature

AFFIX CORPORATE SEAL

*This document must be completed and returned with your Submittal*



a.

**CITY OF BELLE ISLE  
 BID COST/FEE PROPOSAL  
 ATTACHMENT 1 SCHEDULE OF UNIT PRICING  
 BID FORM**

CITY OF BELLE ISLE					
ITB # 21-04					
CURED IN PLACE (CIPP) FOR STORMWATER PIPE REHABILITATION					
BID FORM					
Name of Business					
Contact Person					
Email Address					
Authorized Person Name					
Signature of Authorized Person					
PROPOSED PRICING					
ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>GENERAL</b>					
1	Mobilization	17	LS		
2	Maintenance of Traffic	17	LS		
<b>Total General Bid</b>					
<b>STORM DRAINAGE</b>					
1	Cleaning & Video Inspection 24" Dia. and less	2,405	LF		
2	Cleaning & Video Inspection 30" to 48" Dia.	890	LF		
3	CIPP Liner 12" Dia. or Equiv. 6.0 mm thickness	192	LF		
4	CIPP Liner 15" Dia. or Equiv. 7.5 mm thickness	520	LF		
5	CIPP Liner 18" Dia. or Equiv. 9.0 mm Thickness	1,125	LF		
6	CIPP Liner 24" Dia. or Equiv. 10.5 mm Thickness	568	LF		
7	CIPP Liner 30" Dia. or Equiv. 12.0 mm Thickness	710	LF		
8	CIPP Liner 36" Dia. Or Equiv. 12.0 mm Thickness		LF		
9	CIPP Liner 42" Dia. Or Equiv. 13.5 mm thickness	180	LF		
10	CIPP Liner 48" Dia. Or Equiv. 15.0 mm Thickness		LF		
				<b>Total Storm Drainage Base Bid</b>	
<b>TOTAL GENERAL &amp; STORM DRAINAGE BASE BID</b>					

***This document must be completed and returned with your Submittal***



City of Belle Isle  
Storm Drainage System Cleaning Services  
RFP No. 2021-XX

The City of Belle Isle, Florida is inviting the submission of proposals from qualified vendors for storm drainage system cleaning services within the City of Belle Isle as describe in the “Scope of Services.”

Complete proposals must be submitted to the City of Belle Isle at 1600 Nela Avenue, Belle Isle, FL 32809, no later than 3:00 P.M. Thursday, June 3, 2021 in a sealed envelope clearly marked “Storm Drainage System Cleaning Services”. Any proposals received after the time specified will not be accepted.

For a complete copy of the RFP, please visit [www.belleislefl.gov](http://www.belleislefl.gov).

The City of Belle Isle reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any proposal. The City may reject any or all proposals and re-advertise. There exists the possibility that the City may consider in its best interest to award the contract to more than one firm, each to be available for specific assignments as the need arises.

Release Date: May 8, 2021

Due Date: Thursday, June 3, 2021 3:00 P.M. (EST)

Contact for RFP: City Clerk ([yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov))

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## SECTION 1 – INSTRUCTIONS TO PROPOSERS

### 1.1 BACKGROUND

The City of Belle Isle is a chartered city of approximately 5 square miles with a population of 8,000 and is located in southern Orange County just northwest of Orlando International Airport. Additional information about the City is available online at [www.belleislefl.gov](http://www.belleislefl.gov).

### 1.2 INFORMATION AND CLARIFICATION

The City of Belle Isle, Florida is inviting the submission of proposals from qualified vendors for storm drainage system cleaning services within the City of Belle Isle as describe in the “Scope of Services.”

### 1.3 ELIGIBILITY

To be eligible to respond to this RFP, the Proposer must meet the following criteria:

- At a minimum, the Proposer shall be licensed to do business in the State of Florida.
- Shall have and maintain the required insurances set forth by the City.
- References from a minimum of 3 past clients are required.
- Previous experience with other governmental entities is preferred.
- Past performance with the City of Belle Isle will be highly considered.

### 1.4 LOBBYING

You are hereby advised that this Request for Proposal is subject to the “Lobbying,” in accordance with Section 3.2 of the City’s Purchasing Policy. From the time of publication of the formal solicitation until either an award is final or the protest is completely resolved by the City, there is a prohibition on communication with any and all evaluation committee members, city employees, or elected officials. The prohibition does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Council during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP or bid by the City Council. A copy of all written communications must be filed with the City Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to the City Manager at [bfrancis@belleislefl.gov](mailto:bfrancis@belleislefl.gov). Answers to all submitted questions will be posted on the City's web site, [www.belleislefl.gov](http://www.belleislefl.gov).

## 1.5 CERTIFICATION

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- D. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

## 1.6 PUBLIC RECORDS

1.6.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

1.6.2 Upon request from the City’s custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

1.6.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

1.6.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

1.6.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

1.6.6 Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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:

Yolanda Quiceno, City Clerk  
1600 Nela Avenue, Belle Isle, Florida 32809  
(407) 851-7730  
[yquiceno@belleislefl.gov](mailto:yquiceno@belleislefl.gov)



#### 1.7 RETENTION OF PROPOSALS

The City reserves the right to retain all Proposals submitted and to use any ideas contained in a Proposal, regardless of whether that firm is selected.

#### 1.8 IRREVOCABLE OFFER

Any proposal may be withdrawn up until 3:00 P.M., Thursday, June 3, 2021. Any proposals not so withdrawn before the opening date shall constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal.

#### 1.9 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE

Sealed proposals must be received no later than 3:00 P.M., Thursday, June 3, 2021 at the address below. Each sealed proposal should be clearly marked and identified as follows:

City of Belle Isle  
Office of the City Manager  
1600 Nela Avenue  
Belle Isle, Florida 32809  
"Storm Drainage System Cleaning Services"

Each proposer shall submit one (1) original, one (1) copy and one (1) digital (CD or USB Flash Drive *in pdf format*) proposal.

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered nonresponsive.

#### 1.10 CITY OPTIONS

The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of City of Belle Isle Storm Drainage System Clearing Services. The City Manager will report to the City Council whether or not a contract award(s) is/are recommended.

The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all proposals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

#### 1.11 AWARD OF CONTRACT

There is no obligation on the part of the City to award the contract to the lowest proposer (least cost to the City). The City further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposal that is/are in its best interest, and its decision is final. The City may choose, at its discretion, to award a contract for any portion of the work, as is in the best interest of the City, and may select to split the work and/or award multiple contracts in order to complete services, as necessary.

#### 1.12 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

#### 1.13 NON-ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

#### 1.14 INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The contractor shall also indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses arising from action of contractor's employees on City property or in the course of carrying out any business related to the contract.

1.15 DEFAULT

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1.16 PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting will be held on this project.

1.17 SCHEDULE

The anticipated schedule for this project is as follows:

RFP Release:	May 8, 2021
Pre-Submittal Meeting:	None
Proposals Due:	June 3, 2021
City Council Award:	June 15, 2021 (tentative)
Contract Begins:	July 1, 2021

The selected provider shall have ten (10) days from Notice of Award to provide insurance documentation as stated in Section 2.6 below, naming the City as an Additionally Insured. Failure to provide the requested documentation within this period may be cause for the City to revoke the award.

1.18 ADDENDA

City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at [www.belleislefl.gov](http://www.belleislefl.gov). Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

**(The remainder of this page intentionally left blank)**

## SECTION 2 –SPECIFICATIONS

### Background

Storm drain system cleaning and maintenance are critical components to keeping the Belle Isle drainage systems functioning at a high level and to keep Lake Conway clear. Best Management Practices should be incorporated into Standard Operating Procedures to ensure performance objectives are met and to ensure the safety of the work crew and the general public.

### 2.1 SCOPE OF WORK

Description of Work: The work covered by this specification consists of the routine mechanical cleaning of storm sewer drainage systems with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of drop inlets, manholes, junction boxes, shoulder gutter inlets, 100+ catch basins, side and lateral drain pipes, piped outfall structures and other miscellaneous storm drainage structures. Cleaning of storm drainage facilities will occur as directed by the City Manager. Bidder is asked to submit a bid for storm drainage system cleaning services on a per unit basis.

- 2.1.1 Drainage System Cleaning: The City Manager reserves the right to assign the work on an as needed basis. Routine cleaning work shall consist of work scheduled monthly by the City Manager or their designee to maintain the existing level of performance of the storm sewer drainage system and to extend the service life of the system. Non-routine cleaning work shall consist of work that must begin immediately to restore access to roadways and walkways for vehicular and pedestrian traffic.
- 2.1.2 The Contractor shall not begin work until authorized by the City Manager or designee in writing in the form of a Work Order. Any one Work Order may be for one or more locations. The Contractor shall commence each authorized project within five working days of receipt of this notification. The mechanical storm drainage cleaning operation shall be done in such a manner so not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe pints. The Contractor shall remove the drainage structure grate or cover (if necessary) and remove by mechanical means all materials that obstruct either the structure opening, interior structure pipe openings or pipes such as grass, roots or debris.

- 2.1.3 Drainage Structure location log: The contractor shall prepare a report that contains a listing of all the drainage structures and associated pipes cleaned, the types of debris removed and the location of the drainage structures to the nearest street intersection or GIS coordinates. The report shall be submitted to the City Manager or designee with the completed and accepted Work Order.
- 2.1.4 Quality Assurance: The City Manager or designee shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all materials and when the full cross-section of all structure pipes are 100% free of all materials. Structures or pipes determined unsatisfactory by the City Manager or designee shall be re-cleaned to the satisfaction of the City Manager within the time specified, at no additional cost to the City. The only substance that may be removed and placed back into the drainage structure is the standing water removed during the dewatering and cleaning process.
- 2.1.5 Work Hours: The normal cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. Weekend work may be permitted by the City with prior authorization. The City reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion.
- 2.1.6 Equipment: The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. Utilize a hydroflush/vacuum truck that is equipped with proper cleaning nozzles capable of cleaning pipes between 12-inch and 48-inches in diameter up to 500 feet in length and with attachments to perform root cutting. The call out crew shall be the minimum required to complete the given project and shall be stipulated in the bid with an additional cost for additional crew. All vehicles must have the Contractor's company name clearly legible on the vehicle at all times. Contractor should have sufficient vehicles/equipment to perform work, as scheduled, including back-up vehicles/equipment if there is a mechanical failure in the field, so as not to disrupt the work schedule.

- 2.1.7 Safety and Protection: All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the City. While performing work, the Contractor will be required to provide the necessary barricades and other traffic safety devices to warn motorists of work being performed. All work in the public right-of-way shall be conducted in a safe and respectful manner. The contractor shall be responsible for developing and implementing traffic control procedures in accordance with Florida Manual on Uniform Traffic Control Devices (latest addition). The City may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.
- 2.1.8 Damage to Public and/or Private Property: The Contractor shall take extreme care to safeguard all existing facilities, site amenities/ concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at no additional cost to the City or to the owner of the property.
- 2.1.9 Cleanup and Protection: During work, Contractor must keep pavements clean and work area in an orderly condition. The Contractor shall properly dispose of any waste resulting from the work being performed in an approved facility at an approved site. Laborers will be required to wear orange vests when working in the right-of-way areas so that they may be visible by motorists.
- 2.1.10 Removal and Disposal of Debris: The Contractor shall clean and remove materials such as but not limited to: sand, soil, leaves, paper, glass, cans, tire pieces, wood pieces, rocks, gravel, tree branches, and other such materials on top of the grates, in the catch basins and pipes and in and around the outfalls. The materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all County, State and Federal Rules and Regulations.

2.1.11 Emergency Response: The Contractor must be able to respond to flooding needs and be able to clean catch basins or storm drains with appropriate tools and equipment within three (3) hours of notification.

2.1.12 Basis of Payment: Payment shall be full compensation for furnishing all equipment, materials, labor, supervision maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified The Contractor shall be compensated based on the work completed and accepted.

## 2.2 FEES FOR SERVICE

Interested firms must submit a proposed rate to furnish all services included on the Bid Form attached to this RFP as Attachment #4.

## 2.3 TERM

The term of the agreement shall commence upon final execution of the agreement by the City and continue for a period of three (3) years with one two-year option if agreed by both parties, at least ninety (90) days prior to the expiration of the three-year contract.

## 2.4 TERMS OF PAYMENT

The contractor will issue an invoice once a month of the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.

## 2.5 INSURANCE REQUIREMENTS

During the term of the agreement, the selected firm will be required to maintain the following insurance coverage:

- A. Commercial General Liability Insurance. Commercial general liability coverage with limits of liability of not less than \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. The liability insurance shall include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- B. Workers Compensation and Employer's Liability Insurance. Workers compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.
- C. Business Automobile Liability Insurance. Business automobile liability insurance with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.
- D. Professional Liability Insurance. Professional liability insurance in an amount of not less than \$1,000,000.00 per Occurrence, single limit.
- E. Other Coverages. Such additional insurance coverages as may be reasonably required by the City.

**(The remainder of this page intentionally left blank)**



## SECTION 3 - REQUIREMENTS OF THE RESPONSE

### 3.1 GENERAL REQUIREMENTS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide the described services for the City of Belle Isle in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the particular staff to be assigned to this engagement.

The Proposal should respond to all the points outlined in the Request for Proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposal. The proposal shall be as thorough and detailed as possible so that the City may properly evaluate capabilities of the provider to provide the required services.

### 3.2 SUBMISSION REQUIREMENTS

The following information must be included as part of the proposal:

- A. Company name, contact person, address, telephone and email address.
- B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- C. Qualifications of firm, including but not limited to: firm's history and number of years in business, and all eligibility requirements specified in Section 1.3 of this RFP.
- D. Provide all necessary related licenses, permits and certifications.
- E. Proof of insurance as detailed in Section 2.6, INSURANCE REQUIREMENTS
- F. Completed Public Entity Crimes and Conflicts of Interest form attached to this RFP as Attachment #1.
- G. Completed Drug Free Workplace form attached to this RFP as Attachment #2.
- H. References - All qualified firms must submit at least three (3) completed Vendor References on the Form attached to this RFP as Attachment #3. References from other municipalities or public agencies are preferred.

- I. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm. Provide a general description of the company's financial condition and identify any conditions (i.e. bankruptcy, planned office closures, etc.) that may impede the ability to complete the project.
- J. Any other information you feel is appropriate to assist in the selection process.

ATTACHMENTS

Attachment #1: Public Entity Crimes and Conflicts of Interest Form

Attachment #2: Drug Free Workplace Form

Attachment #3: Vendor Reference Form

Attachment #4: Bid Form

**Attachment #1**  
**Public Entity Crimes and Conflicts of**  
**Interest Form**

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST FORM

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Belle Isle or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133  
(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
\_\_\_\_\_
- [print name of the public entity]
- by \_\_\_\_\_
- [print individual's name and title]
- for \_\_\_\_\_
- [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or

political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - (a) A predecessor or successor of a person convicted of a public entity crime; or
  - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

**Attachment #2**  
**Drug Free Workplace**  
**Form**

DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions 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. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 of 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.

BIDDER'S Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**Attachment #3**  
**Vendor Reference Form**

VENDOR REFERENCE FORM

Vendor	
Reference Agency Name	
Contact Person & Number	

Vendor	
Reference Agency Name	
Contact Person & Number	

Vendor	
Reference Agency Name	
Contact Person & Number	

**Attachment #4**  
**Bid**  
**Form**

**Bid Form**  
**Project No. 2021-XX**

Description	Amount	Unit
Cleaning of Catch Basin (approximately 100+)		each
Cleaning of French Drains		each
Cleaning of Pipes		per linear foot
Cleaning of Outfalls (approximately 40)		each
Root Cutting		hourly
Other:		



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

**Meeting Date:** May 18, 2021  
**To:** Honorable Mayor and City Council Members  
**From:** Y. Quiceno, City Clerk and B. Francis, City Manager  
**Subject:** RFP for Modernizing the Council Audio Visual System

**Background:** On February 2, 2021, the Council directed the City Manager to advertise for modernizing the Council Chambers audio/visual and recording system. The City received two bids for the upgrade to the Council Chambers audio/visual system. The RFP was sent to 9 companies and the 9 companies came to the pre-bid meeting on March 2, 2021.

The audio/visual system in the Council Chambers is not of good quality. This has resulted in many complaints by citizens and is frustrating for the Mayor and Council and Advisory Committees and Planning and Zoning Board to hold efficient and effective meetings. When Oak Ridge High School volunteers broadcast our Council meetings, they are of much better quality. The City needs quality equipment to conduct its meetings efficiently and where those citizens who rely on our broadcast can watch without interruption and with good quality. The City initiated the RFP in March and received two proposals, one from Diversified Group and Wired Tech Group.

Both proposals offer similar solutions for audio control, audio recording, and streaming capability. However, when reviewing the bids, one of the companies provided the equipment that was more in line for what the City staff needed to produce a quality broadcast. The current microphones and hardware are outdated or practical for our needs and need to be replaced. We need to bring modern digital technology to our council meetings without sacrificing functionality. The residents want full transparency and the ability to participate and interact with the Council from the comfort of their own homes through live streaming solutions that work with Facebook, Zoom, easy to use, see and hear.

**Staff Recommendation:** The bids were reviewed by the staff and by our IT consultant and Jenevieve Jackson who currently broadcasts our meetings. Staff recommends approval of the RFP submitted by Diversified. Diversified is established as a vendor for commercial installations, and we believe they will provide a robust live streaming solution.

**Suggested Motion:** I move to approve the RFP proposal from Diversified for \$59,563.62 to modernize the Council audio Visual System.

**Alternatives:** Reject the bid and approve the lower bid or reject both bids and readvertise for proposals, or continue to try to make what we have work.

**Fiscal Impact:** TBD  
**Attachments:** RFP Bid proposals

---

## comments on A/V refit proposals

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Allan Chow <allanc@exetersystems.com>

Mon, May 10, 2021 at 5:12 PM

To: "Yolanda Quiceno (yquiceno@belleislefl.gov)" <yquiceno@belleislefl.gov>

Cc: "bfrancis@belleislefl.gov" <bfrancis@belleislefl.gov>

Yolanda,

Here are my comments on the Wired Technology Group (WTG) vs. Diversified (DIV):

Similarities - both proposals offer similar solutions for audio control, audio recording, and streaming capability.

Main differences:

Cameras - WTG is one camera, DIV is two - keep in mind both vendors are using PTZ cameras, which can be aimed anywhere and remotely controlled, so you may want to consider if you really need 2 cameras.

Projector - DIV installs a new projector and screen, WTG re-uses existing

Video recording - DIV's solution is to have you record your Facebook live stream, WTF offers a unit that records video to a local SD card

Microphones - DIV's solution adds 4 wireless mics (2 handheld and 2 laveliers), WTG does not

Price - WTG is near the specified budget, hence the less hardware. DIV is far above the budget, but fits the requirements better (ADA capabilities, etc.)

Support - both offer support beyond the install, but in general I think DIV is offering better, also WTG is asking \$2500 for an SLA per year beyond the initial install quote

In general, I would pick the DIV proposal. They are generally accepted as a more established vendor for commercial installations, whereas WTG is generally known for residential and smaller commercial installations.

However I would suggest negotiating with DIV on price. They have 160 hours of install time, which to me sounds really excessive. Also, you may want to see if you really need all the wireless and ADA (hearing loop) hardware?

---

 winmail.dat  
18K



RFP RESPONSE: TECHNICAL PROPOSAL

March 31, 2021

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**City of Belle Isle**

1600 Nela Avenue  
Belle Isle, FL 32809

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**AV System Replacement**



March 31, 2021

**Letter of Intent**

Yolanda Quiceno  
The City of Belle Isle  
1600 Nela Avenue  
Belle Isle, FL 32809

Subject: Council Chambers AV Renovation

Dear Yolanda,

Thank you for considering Diversified as the design and implementation partner for your Council Chambers AV Renovation project.

Diversified believes that we are uniquely qualified as a partner for this project based on the following attributes:

- We have thoroughly reviewed the RFP document and ensured that we are meeting all requirements that have been outlined. This includes training, meeting support and project documentation.
- **The Diversified Orlando office is only 2.5 miles from the City of Belle Isle Council Chambers.** We believe our comprehensive service offerings as well as our proximity to the project site makes us very uniquely positioned to respond any support requests.
- This proposal **includes a 1 year Assurance agreement** that provides unlimited 24/7 phone support with 15 minute response, unlimited next business day support, product support and quarterly preventative maintenance visits. There will be no costs for service and support for a full year following system acceptance. We are confident that our comprehensive support options are unique to Diversified and similar support is not offered by other bidders.
- Diversified is committed to highly trained teams; resulting in our maintaining AVIXA APEX credentials and complimented by Project Management Institute (PMI) project management staffing.

Thank you for this opportunity and we look forward to our continued discussions about your project.

All the best,

**Jimi Gonzalez, LEED AP ID+C, CTS**  
Regional Director  
321.243.6503  
9025 Boggy Creek Road, Suite 6  
Orlando, FL 32824  
JiGonzalez@diversifiedus.com





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## PROPOSAL INTRODUCTION, BACKGROUND AND OBJECTIVES STATEMENT

Our system was designed to make sure the following project goals are achieved:

- Improved video display and recording capabilities
- Improved audio capabilities
- Improved reliability
- Install and implement designed audio, video and sound system solution into the existing City Council Chambers.

We understand the challenges the City of Belle Isle has been experiencing and we look forward to resolving these issues. Our proposed system is designed to be as hands-free as possible.

This proposal and the Scope of Work (page 15) outline the equipment and methods that we will use to achieve these goals. Our detailed Bill of Materials (page 13) includes the equipment and labor to successfully complete this project. We'd appreciate the opportunity to meet with the City of Belle Isle and present our solution in greater detail and answer any questions that you may have. We are confident in Diversified's ability to improve the audio/video experience in the City Council Chambers and look forward to working with you.

### Service Response and Escalation

This proposal includes a 1 year Assurance Agreement from Diversified Global Services. More detail about our Assurance Agreement is provided on page 19. All support will be provided by Diversified's Global Services Team. Diversified operates 24/7 Global Operations Centers around the world. This will ensure that all calls or issues from the City of Belle Isle are logged and addressed immediately (within 15 minutes). Diversified will also provide cell phone numbers for the Global Services Management Team as well as cell phone numbers for our Orlando based leadership.

### Project Schedule

Since we do not know when the contract will be awarded and the current availability of the City Council Chambers, we have outlined a basic weekly Project Schedule. Based on this schedule, project award will need to be no later than April 12<sup>th</sup> to meet the deadline of June 1<sup>st</sup>. Following award, your Project Manager will provide a detailed project schedule created in MS Project.

- Week 1 – Project Kick-Off, Engineering
- Week 2 – Provide Project Schedule, Complete Engineering, Procurement
- Week 3 – Receive equipment
- Week 4 – Receive equipment, system programming
- Week 5 – Rack Fabrication, equipment testing
- Week 6 – On-Site Installation, On-Site Commissioning
- Week 7 – Training, Final Acceptance, Service Turnover

### Expected involvement from City Staff

Referencing the schedule above:

- Week 2 – Diversified will provide a Project Schedule for your approval
- Week 3 - Diversified will work with the City to finalize our on-site installation for Weeks 6 – 8. Diversified will schedule a pre-install site visit to review with our team.
- Week 4 - Diversified will provide a sample of the Crestron touch panel User Interface for the City's approval
- Weeks 6 & 7 – Diversified may need assistance from City staff for any questions that may occur on site. During this time, we may need to contact the City's IT consultant with any questions.



## QUALIFICATIONS & EXPERIENCE

### COMPANY HISTORY

Diversified was formed in 1993 as a full-service systems and media technology integration company, originally addressing the technical needs of the broadcast, audio-visual, IT and RF market segments. However, as the market needs continued to grow and evolve, so did Diversified's service offerings. Over the years, the company made a series of strategic investments and acquisitions that not only expanded their portfolio of expertise but also extended their geographic footprint to better serve a growing client base.

With the enhanced capabilities, Diversified emerged as an industry leading technology solutions provider delivering innovative digital media, collaborative, broadcasting, electronic security, and OTT solutions to a global clientele across a wide array of markets including financial, media & entertainment, enterprise, energy, higher education, technology, healthcare, hospitality, government, and more. As an engineering-centric organization, our specialized teams of technical experts partner with clients to design custom solutions that enhance their operations, increase productivity, and help drive ROI.

Today Diversified has 50+ offices serving Fortune 500 clients around the world and is widely recognized for thought leadership and strategic enterprise implementation. From initial design consultation to deployment to managed services, Diversified is a trusted technology partner.

### ORGANIZATION

Diversified delivers services and solutions through focused, yet integrated, specialties. We understand unique industry challenges, business issues and emerging technology trends, which enable us to deliver solutions tailored to your needs.

FOUNDED <b>1993</b>	EMPLOYEES <b>2,000+</b>	REVENUE <b>\$1B+</b>	FINANCIAL STRENGTH Z-SCORE <b>3.19</b>
------------------------	----------------------------	-------------------------	---



<b>5</b> Network Operation Centers
<b>300,000</b> Monitored Endpoints
<b>350</b> Vehicles Serving Clients
<b>30,000</b> Integrations/Year
<b>94%</b> Customer Satisfaction*
<b>.63</b> Safety Experience Modification Rate

\*Based on our internal client survey on integration and service.





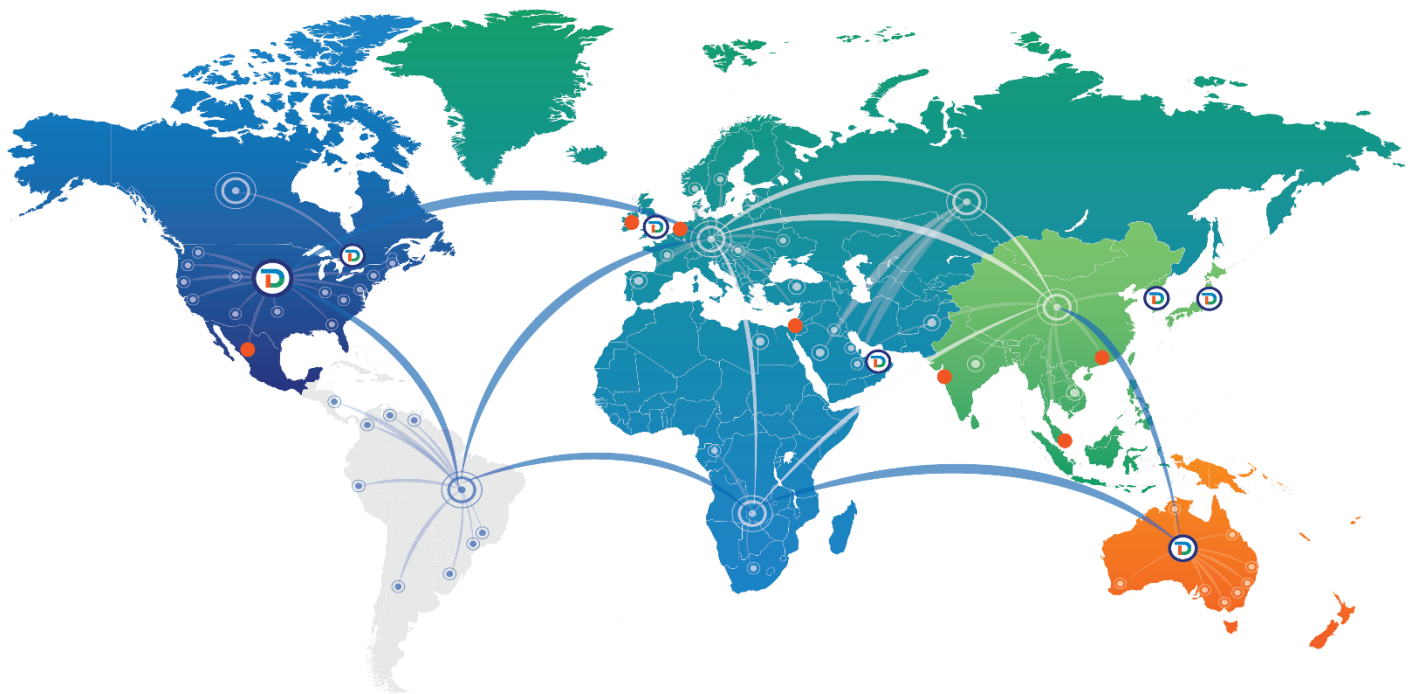
## INDUSTRY RECOGNITION

Diversified’s distinctions and awards include recognition by the following organizations.



## WORLDWIDE DEPLOYMENT

Diversified integrates and maintains technology solutions across the U.S. and around the globe. Many of our large, multinational clients rely on us to deploy enterprise solutions throughout North America, South America, Europe, Southeast Asia and the Middle East. Diversified is a founding member of the PSNI Global Alliance, a vetted network of global technology partners and integrators providing additional service and support worldwide.



Diversified Technology Hubs

Diversified Legal Entities



## OUR CLIENTS

We structure everything around our client's needs for both today and tomorrow. It's a partnership approach. In a competitive marketplace where other companies compete for our customers, we see customer satisfaction as a key differentiator, and it is a key element of our business strategy.

Our work is all about helping our clients reach their goals; giving them a suite of services that truly fulfills a dream scenario. This partnership approach means we build long-lasting relationships with our customers relationships based on respect, integrity, and performance.

### The Trusted Choice for Media & Tech Solutions



## OUR PEOPLE

Successful businesses are made up of talented, hardworking and motivated individuals. Diversified is no different and chooses its personnel from a wide range of sources. The work environment created by this varied group is one of creativity and innovation. We expect our employees to not only bring knowledge to our team, but we expect them to bring potential.

Diversified invests in education and career development and all our employees learn from one another. By respecting each other, sharing knowledge and experiences, all employees can aid in our collective goal customer satisfaction and superior service.



## LEADING THE INDUSTRY

As an engineering-centric company, we make training and certification priorities to ensure our clients receive the best possible service and support.



IP FABRIC  
FOR MEDIA



Gold  
Microsoft Partner

Our PMP certification and project management practices ensure a thorough, consistent and fully documented approach across all projects. The optimum outcome is achieved through established processes, careful oversight and clear communication.

We also hold certifications from leading manufacturers. Following is a sample with a complete list available upon request.

<b>Audio Visual</b>	Crestron, Polycom, BiAmp, Barco, AMX, Extron, ClearOne, QSC, Planar
<b>Broadcast</b>	Evertz, Panasonic, Sony, Quantum Storage Systems
<b>Active Network Infrastructure / Information Systems</b>	Aruba, Cisco, Dell, Microsoft, NetApp, Palo Alto Networks, VMWare
<b>Electronic Security</b>	Lenel, Genetec, Axis, Avigilon, PremiSys, S2, Valcom, DSX, Exacq
<b>Passive Network Infrastructure / Structured Cabling</b>	Belden, CommScope, Middle Atlantic, Panduit



## CORPORATE PROFILE

**Legal Entity Name:** Distinct Holdings, Inc.

**Type of Organization:** Corporation

**Business Name:** One Diversified, LLC  
(dba Diversified)

**Corporate Headquarters:** 37 Market Street  
Kenilworth, New Jersey 07033  
(908) 245-4833  
(908) 245-0011 (Fax)

**Local Office:** 9025 Boggy Creek Road, Suite 6  
Orlando, FL 32824  
(770)447-1001

**Website:** www.diversifiedus.com

**Year Established:** 1993

**Number of Employees:** 2,000

**Federal Tax ID:** 42-1617340

**DUNS:** 08-080-0389

**DUNS Rating:** 4A2

**Cage Code:** 52FG0

**NAICS:** 238210, 334112, 334220, 334290, 334310, 334419, 541330, 541511, 541512, 541519, 541618, 541990, 811213

**3-Year Revenue History:**

2020	\$ 900,000,000.
2019	\$ 950,000,000.
2018	\$ 750,000,000.

*Note: Diversified can provide audited financial reports, as required, upon completion of Diversified's Financial Confidentiality Agreement.*

**Project Contact Information:** **Jimi Gonzalez**  
Regional Director  
321.243.6503  
89025 Boggy Creek Road, Suite 6, Orlando, FL 32824  
[JiGonzalez@diversifiedus.com](mailto:JiGonzalez@diversifiedus.com)



### SUBCONTRACTOR STATEMENT

Diversified has included an allowance for an electrician to install power at the screen location. Other than an electrician, Diversified does not intend to utilize any subcontractors for this project. All engineering, installation, programming and commissioning will be performed by Diversified employees.

### COMPARABLE PROJECTS

<b>REFERENCE #1</b>	<b>City of Tucker</b>
Engagement Value (Approx.)	\$200K
Completion Date	May 2020
Engagement Description	Entire facility relocation with large chamber and multi-use rooms with streaming and video capabilities. Several video enabled conference rooms and digital signage features.

<b>REFERENCE #2</b>	<b>City of Dunwoody</b>
Engagement Value (Approx.)	\$300K
Completion Date	May 2019
Engagement Description	Entire City Hall and Police Dept project. Design engagement and then implementation. Overflow options and multiple offices and standalone conference rooms

<b>REFERENCE #3</b>	<b>City of Canton</b>
Engagement Value (Approx.)	\$200K
Completion Date	November 2018
Engagement Description	Council Chambers move to historic facility. Zoom Enabled with recording and streaming features and super-user microphone control with matrix switching.





## CLIENT / PROJECT REFERENCES

<b>REFERENCE #1</b>	<b>United Technologies/ Carrier – Center for Intelligent Buildings</b>
Client Contact Information	Austin Starbird 561.365.2000 Austin.Starbird@carrier.com
Engagement Value (Approx.)	\$3,607,490
Period of Performance	8 Months, not including Support Agreement
Engagement Description	New construction of a 5 story office building including a Customer Experience Center, 5-Way Divisible Conference Center, Briefing Center, IPTV, Conference Rooms, Sound Masking and 3 Year Support Agreement.

<b>REFERENCE #2</b>	<b>Launch Credit Union</b>
Client Contact Information	Mark Brewer 321.455.9400 rspoelstra@launchfcu.com
Engagement Value (Approx.)	\$487,600
Period of Performance	5 Months, not including Support Agreement
Engagement Description	Four (4) buildings, with ten rooms; consisting of (2) Boardrooms, (2) conference rooms, (4) training rooms, (2) meeting rooms. This was a complete design/build project. The systems included touchless video conferencing technology, a variety of automated features, ATC/VTC dialing, 86" interactive touch-enabled displays, projection system, custom boardroom table with in-table microphones & table boxes with retractable and a 1 Year Support Agreement.

<b>REFERENCE #3</b>	<b>Duke Energy Northpoint 4th FL Office Audio/Video Upgrade</b>
Client Contact Information	Daren Hamilton 727-820-5752 daren.hamilton@duke-energy.com
Engagement Value (Approx.)	\$84,330
Period of Performance	2 years, not including Support Agreement
Engagement Description	The 4th floor of the Northpoint office building was demolished and renovated. The project consisted of (7) Small meeting rooms, (2) medium conference rooms, (2) open collaboration areas, (2) Fault/DPAC Lab, (1) Café/Break Room, and (1) Elevator lobby. This was a complete design/build project. The systems included Bring Your Own Device (BYOD) video conferencing technology, Standard presentation rooms, All conference rooms incorporated auto on/off display functionality, and corporate digital signage.



## COST PROPOSAL

Equipment	\$ 32,451.45
Professional Services	\$ 24,245.34
Freight	\$ 808.16
1 year Assurance Agreement	\$ 2,058.67
<b>Grand Total</b>	<b>\$ 59,563.62</b>



**Bill of Materials and Labor Summary**

Manufacturer	Product Name	Description	QTY	Unit Price	Ext Price
Audio-Technica	ATUC-50CU	Control unit for ATUC-50 Digital Discussion System	1.00	\$1,555.56	\$1,555.56
Audio-Technica	ATUC-50DU	Discussion unit for ATUC-50 Digital Discussion System	11.00	\$366.67	\$4,033.37
Audio-Technica	ATUC-M43H	Gooseneck microphone for ATUC-50 Digital Discussion System	11.00	\$137.78	\$1,515.58
Audio-Technica	ATW-1311/L	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, ATW-RU13 receiver unit, aTW0T1001 x2 Unipak transmitter and MT830cW x2 lavalier microphone	1.00	\$1,398.00	\$1,398.00
Audio-Technica	ATW-1322	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, aTW-RU13 x2 receiver unit and ATW-T1002 x2 Handheld transmitter	1.00	\$1,198.12	\$1,198.12
Audio-Technica	XLRW	Microphone input cable, 29.5" long terminated with locking 4-pin HRS-type connector for Audio-Technica wireless systems using UniPak transmitters	1.00	\$18.83	\$18.83
Audio-Technica	ATW-1301	System 10 PRO Digital Wireless System includes: ATW-RC13 rack-mount receiver chassis, ATW-RU13 receiver unit and ATW-T1001 UniPak transmitter	1.00	\$591.87	\$591.87
Audio-Technica	PRO47TL	Cardioid condenser thread-mount gooseneck microphone, 15.8" long	1.00	\$143.33	\$143.33
Draper	132180	Salara/HW, 109, 16:10, Contrast Grey XH800E, 110 V	1.00	\$565.78	\$565.78
Draper	121222	Low Voltage Control Module LVC-IV, 110 V	1.00	\$157.28	\$157.28
TecNec	IP-AA-8	battery charger	2.00	\$69.21	\$138.42
TecNec	90413-10	AA	2.00	\$19.99	\$39.98
WILLIAMS SOUND	C7-1 SYS 1	Single Perimeter Loop System. (1) C7-1N US loop driver, (2) PLR BP1 receivers, (2) EAR 022 earphones, (1) BAT KT6 dual drop in charger	1.00	\$2,262.67	\$2,262.67
Williams Sound	PLR BP1	Induction loop body-pack receiver. No earphones. No batteries.	5.00	\$108.33	\$541.65
Williams Sound	BAT KT6	3-volt, dual drop-in charger kit with (1) CHG 3502 dual-bay charger and (2) AA BAT 026-2 batteries.	3.00	\$59.28	\$177.84
QSC	CORE 110f	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1.00	\$2,155.56	\$2,155.56
FSR	IT-MM	Mic Mute Module w/ LED Drive and Switch Interface	1.00	\$65.72	\$65.72
EPSON	V11H985020	EPSON PowerLite 119W Projector, WXGA, 4000 Lumens	1.00	\$613.33	\$613.33



CRESTRON	CP4	4-Series Control System	1.00	\$1,111.11	\$1,111.11
CRESTRON	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	1.00	\$1,666.67	\$1,666.67
Audio-Technica	ATUC-50IU	Permanent installation version of the ATUC-50DU for use with the ATUC-50 Digital Discussion System	1.00	\$444.44	\$444.44
Black Magic	BMD-SWATEMTVSTU/HD	ATEM Television Studio HD	1.00	\$1,105.56	\$1,105.56
BLACK MAGIC	BDLKWEBPTR	Web Presenter	1.00	\$465.30	\$465.30
Black Magic	BMD-CONVNTRM/YA/RSH	Teranex Mini - Rack Shelf	1.00	\$121.11	\$121.11
Middle Atlantic	RK14	14SP (24.5") RACK,16"DEEP	1.00	\$113.50	\$113.50
Middle Atlantic	RK-RR14	14SP(24.5")RAIL KIT R/BRK	1.00	\$23.50	\$23.50
Middle Atlantic	UPS-2200R	2200VA/1650W UPS	1.00	\$1,008.93	\$1,008.93
Chief	KITMA0305W	KIT, RSMAUW, CMS0305W, CMA395W	1.00	\$293.23	\$293.23
Crestron	HD-TXC-101-C-E	DM Lite – HDMI® over CATx Transmitter w/IR & RS-232, Surface Mount	1.00	\$222.22	\$222.22
Crestron	HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	1.00	\$222.22	\$222.22
CRESTRON	AMP-X300	X Series Amplifier	1.00	\$444.44	\$444.44
Lumens	VC-A61PW	4K IP PTZ Video Camera with 30x Optical Zoom (White)	2.00	\$1,772.22	\$3,544.44
Lumens	VC-WM12W	Wall Mount Shelf for Lumens (White)	2.00	\$62.61	\$125.22
Crestron	C2N-VEQ4	4-Channel Volume/EQ Control Module	1.00	\$500.00	\$500.00
Diversified	Design_Engineer	Design Engineering Services	16.00	\$116.00	\$1,856.00
Diversified	CAD_Designer	Drafting Services	16.00	\$73.00	\$1,168.00
Diversified	Programmer	Programming Services	20.00	\$88.00	\$1,760.00
Diversified	Pre_Install	Rack Fabrication Services	24.00	\$74.00	\$1,776.00
Diversified	Project_Admin	Project Administration/Coordination	5.00	\$68.00	\$340.00
Diversified	Custom_Labor_1	FL Field Eng	40.00	\$110.00	\$4,400.00
Diversified	Custom_Labor_2	FL Proj Mang	16.00	\$110.00	\$1,760.00
Diversified	Custom_Labor_3	FL Install	160.00	\$65.00	\$10,400.00
Diversified	Freight	Freight	1.00	\$808.16	\$808.16
Diversified	InstMaterials	Installation Materials	1.00	\$3,866.67	\$3,866.67
Diversified	ExpenseContingency	Electrician	1.00	\$785.34	\$785.34
Diversified	DGS-AssureCom-1YR	Commercial Assurance - 1 year, details specified in Proposal	1.00	\$2,058.67	\$2,058.67



## OPTIONAL SERVICES OR DEVIATIONS

This proposal includes the requirements established in the RFP and Site Meeting. There are not any optional services and we have not deviated from the RFP.

## HOURLY RATES

Labor Type	Description	Hourly Rate
Design_Engineer	Design Engineering Services	\$116.00
CAD_Designer	Drafting Services	\$73.00
Programmer	Programming Services	\$88.00
Pre_Install	Rack Fabrication Services	\$74.00
Project_Admin	Project Administration/Coordination	\$68.00
Custom_Labor_1	FL Field Eng	\$110.00
Custom_Labor_2	FL Proj Mang	\$110.00
Custom_Labor_3	FL Install	\$65.00

## SCOPE OF WORK

As mentioned previously, our system was designed to make sure the following project goals are achieved:

- Improved video display and recording capabilities
- Improved audio capabilities
- Improved reliability
- Install and implement designed audio, video and sound system solution into the existing City Council Chambers.

The system has been designed to be as intuitive and simple as possible. An equipment rack for hardware will be located next to City Clerk/Recording desk location. The operator will use the touch panel to start the meeting which will automatically drop the screen, turn on the projector, set audio to pre-determined levels and unmute microphones. The operator will start and monitor the Facebook Live feed, choose video sources and cameras to be routed to the projector and live stream, and start the audio recording.

In order to meet these goals, the following equipment and functions is broken up into three main components: Audio Systems, Video systems, and Control Systems.

### Audio Systems

The basis for the audio system is an Audio-Technica ATUC-50 discussion system. The system will contain one master module and 11 discussion units with gooseneck microphones. The system is expandable to 300 units to allow for expansion if needed. Control of system will be done with supplied Crestron control system, but it is fully configurable and adjustable with a web interface from an iPad.



The discussion system addresses several of the design requirements including:

- Gooseneck microphones with lighted rings for status
- Easily accessible button for talking/muting microphone



- An adjustable speaker built into the unit for participants to clearly hear other speakers (or headphone connection if needed)
- A chairman unit to over-ride other participants

Each unit's settings are saved (EQ, gain, levels) for each participant to minimize the need for someone to adjust the system before each meeting. The system has built in MP3 recording on USB drive for archiving and storage.

A separate wireless gooseneck microphone located on lectern will have remote muting function from chairman's location. An LED strip light on front of dias will show the status of the microphone so that participants and the chairman can see its status. The gooseneck will be battery powered as no electrical is available at lectern and rechargeable batteries will be provided.

Four wireless microphones, two handheld and two lavalier style will be used in room for flexibility of presenters and room participants. Rechargeable batteries and battery chargers for mics are included. Units will connect directly to a Digital Signal Processor (DSP) for room audio processing and telco interface will be used to maintain optimal audio quality in room and for remote streaming devices. This unit supports both analog and VOIP phone lines for flexibility.

An assisted listening system (ALD) will be installed per ADA requirements. A coil loop will be placed in ceiling crawlspace above audience seating area for hearing aid coil pickup. In addition, seven body packs will be available should an audience member request one. Wireless body pack units are battery powered and recharging stations are included with this system.

A Digital Signal Processor (DSP) for room audio processing and telco interface will be used to maintain optimal audio quality in room and for remote streaming devices. The unit supports both analog and VOIP phone lines for flexibility.

Existing ceiling speakers in room and lobby will be repurposed and left in their current locations. Volume and mute control of the individual zones will be done with touch panel.

### Video Systems

The basis of the Video system is a Black Magic Television Studio HD switcher with a scaler, chroma key and audio sync. Setup and changes to unit are done with the existing client computer over the network. Source selection is done on front of unit with hard buttons for ease of operation. A Black Magic Web Presenter will take the output and stream it to Facebook Live. The Operator can view the stream and statistics of the stream on an owner furnished monitor at operators' location.



Two pan-tilt-zoom cameras located high on the walls will show either audience participants including lectern location or Council Chamber members. Five presets per camera will quickly move the cameras into the position the operator needs for close shots or cameras can be zoomed out to get a large area shot.

A new, 4,000 lumen video projector will replace the existing projector and display on an electric drop-down screen properly formatted for computer displays (16 x 10). Screen will be 109" diagonal and have black material on the back to help block out light for a brighter image on the front of the screen.



### Control Systems

The basis of the control system is a network based solution that connects audio and video systems together for control from single touch panel. A central Crestron processor interfaces over the existing client network to the audio DSP, discussion system, Black Magic video units, cameras, and audio DSP to allow for adjustments to system. A battery backup unit will keep the Control system processor operational in the event of brown-out or brief power outage.



## PROFESSIONAL REFERENCES

The following is just a small sample of the current customers with at least four years of ongoing professional services.

Google  
Walmart  
The Coca-Cola Company  
The Home Depot  
Florida Power & Light  
Bank of America  
JPMorgan Chase  
Baptist Healthcare  
Georgia Tech  
Synovus  
Newell Brands  
MetLife  
FedEx  
Anthem  
Epic Games  
Univision  
Facebook  
Lowe's  
Georgia Power  
University of West Florida  
Wells Fargo  
Nissan  
Siemens  
Chevron  
Citigroup  
Eli Lilly



### TECHNICAL SUPPORT FOR SYSTEM & BUSINESS CONTINUITY

While the reliance on technology is growing, the allocation of time and resources to service technology is not. ASSURANCE service helps you keep vital audio visual, collaboration, media, digital signage, information technology and security systems operating optimally.

We offer superior support by listening to your needs, understanding your goals and pain points, and delivering solutions to make your team and business more productive. We also ensure your solution is protected so you can have full confidence with your technology systems.

<b>Help Desk / User Adoption Support</b>	
Global Help Desk Support   Tier 1	Unlimited
Support Escalation   Tier 2/3	Unlimited
Rapid Initial Response	15 Min
Priority Queuing - Phone & Email	✓
Collaboration End-Point Support	✓
<b>On-Site</b>	
Guaranteed Response	✓
Unlimited Visits with Covered Travel Expenses	✓
<b>Repair &amp; Maintenance</b>	
Annual Preventative Maintenance Visits	4
RMA Process Management for Manufacturer Equipment	✓
Replacement Part Coverage	✓
Lamp Coverage	Optional
<b>Reporting</b>	
Quarterly Reporting	✓





## PAYMENT TERMS

Client accepts it will pay the fees outlined herein once an approved invoice is submitted. Both parties agree to the billing and payment frequency terms outlined below:

## BILLING TERMS

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
<b>Deposit</b>	50% of Total Fee	Due upon contract signing.
<b>Progress Payment</b>	30% of Total Fee	Due Net-30 days of invoice date.
<b>Final Payment</b>	Balance / 20% of Total Fee	Due Net-30 days of invoice date.

*Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 30% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.*



## PROPOSAL ACCEPTANCE

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

**Client** One Diversified, LLC

AUTHORIZED (Individual Authorized to Execute Agreement)	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE (Individual Authorized to Execute Agreement)	DATE OF ACCEPTANCE
--	-----------	-----------------------	--	-----------------------

PRINTED NAME	PRINTED NAME
--------------	--------------

EMAIL ADDRESS

## PURCHASE ORDER PAYMENT

PURCHASE ORDER NUMBER	BILLING ADDRESS (Street/Number, City, State, Zip)
-----------------------	---

BILLING CONTACT NAME	DELIVERY SITE ADDRESS (Street/Number, City, State, Zip)
----------------------	---

BILLING CONTACT EMAIL	BILLING CONTACT PHONE
-----------------------	-----------------------

### New ACH and Wire Instructions

Please contact our Treasury department at 888.727.6274 for bank account confirmation. It is Diversified's policy to verify its banking information.

Account #: 3666013  
 Domestic ACH/Wires Routing: 071000288  
 Int'l Wires Swift Code (BIC): HATRUS44

### New Remittance Address

Lockbox address: One Diversified, LLC – Lockbox, P.O. Box 95330, Chicago, Illinois 60694-5330

Overnight to: Conduent c/o BMO Harris  
 LBX 95330  
 141 W. Jackson Blvd., Suite 1000  
 Chicago, Illinois 60604



# EXHIBIT C – SUPPLEMENTAL FORMS

## Attachment A

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 City of Belle Isle's policy 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, the City of Belle Isle 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, age above the age of 21, 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: [Signature]

Title: Regional Director

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to and subscribed before me this 26th day of March 2021 by \_\_\_\_\_

[Signature]  
Signature of Notary Public  
Exp- August 6, 2023





Attachment B

ATTACHMENT B

NON-DEBARMENT AFFIDAVIT

Jimi Gonzalez Being first duly sworn, deposes and says that:

He/She is Regional Director of One Diversified, LLC 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: [Signature]

Print Name: Jimi Gonzalez

Title: Regional Director

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

STATE OF FLORIDA ) COUNTY OF Brevard

The foregoing Agreement was acknowledged before me this 29 day of March, 2021, by Jimi Gonzalez 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 FDI as identification.

NOTARY'S SEAL:  
NOTARY PUBLIC, STATE OF FLORIDA

[Signature] Krystina L. Miller  
Name of Acknowledger, typed, printed, or Stamped





## Attachment C

### 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:

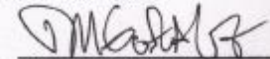
**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, 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 underbid 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 underbid, 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 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.

One Diversified, LLC

COMPANY NAME



VENDOR'S SIGNATURE

**Must be executed and returned with attached Proposal to be considered.**



Attachment D

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Orange

Jimi Gonzalez being first duly sworn deposes and says that:

- (1) He/she is the Regional Director (Owner, Partner, Officer, Representative or Agent) of One Diversified, LLC the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and 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: [Signature]

Title: Regional Director

Company: One Diversified, LLC

STATE OF FLORIDA  
COUNTY OF Orange

Sworn, to and subscribed before me this 21th day of March, 2021

By: [Signature]  
Signature of Notary Public

Exp August 6, 2023



FP Audiosystem Replacement RFP 21-02



# BIDDER'S CHECKLIST

## BIDDERS CHECKLIST

	Initial
1. Letter of intent	VG
2. Firm's official contact information and firm's billing information	VG
3. Proposal Introduction, background, and objectives statement.	VG
4. Qualifications and experience.	VG
5. Proposed project approach.	VG
6. Completely addressed each item in Section 2.	VG
7. At least three (3) customer references enclosed (preferably governmental).	VG
8. Completed Supplemental Forms in Exhibit C.	VG
9. Information concerning system requirements and capabilities enclosed	VG
10. All questions concerning implementation and support were answered and enclosed.	VG
11. Components and Ongoing Support Costs break down all cost information for the entire system.	VG
12. Complete and enclose "Bidder's Checklist."	VG



## TERMS AND CONDITIONS

This agreement (the “Agreement”) is made as of the date of signature below between One Diversified, LLC, (“Diversified”), and \_\_\_\_\_ (the “Client”). The parties agree as follows:

**Diversified:** Diversified shall provide the services and/or equipment ordered by Client in a professional and workmanlike manner and in accordance with generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a “SOW”), shall be referred to as the “Services; equipment described in an accepted SOW, shall be referred to as the “Equipment”). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Client or other third parties engaged by Client.

**Client's Responsibilities:** Client shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Client must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Client will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.

**Prevailing Terms and Conditions:** By signing this Agreement, Client represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth in this Agreement.

**Delivery, Title and Risk of Loss – Systems Integration Projects:** In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment will pass to Client upon Diversified's delivery of them to the Client's place of business. In the event the Client provides delivery services from Diversified's integration facility via their own chosen freight carrier, title and risk of loss and/or damage will pass F.O.B. point of shipment to Client and all claims for damage or loss of Equipment must be made directly to the Client's freight carrier.

**Delivery, Title and Risk of Loss – Drop Shipments:** In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Client. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made, and title and risks of loss and/or damage will pass F.O.B. point of shipment to Client. All claims for damage or loss of Equipment must be made directly to the freight carrier.

**Taxes:** The prices for Services and Equipment indicated in this Agreement are subject to taxes, including, but not limited to, sales, excise or use taxes. Client shall pay all sales, use, ad valorem, excise and/or any other taxes imposed on either party by virtue of this Agreement. Diversified will invoice Client for any of these taxes Diversified is legally obligated to collect from Client.

**Estimated Schedule and Delivery Time:** Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, “Force Majeure Events”) may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Client, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities. Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable.





Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Client of any such delays within 48 hours.

**Fees and Payment:** Client shall pay Diversified the fees for Services and/or Equipment set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified within thirty (30) days of the invoice date, unless otherwise specified in writing by Diversified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Client shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.

Payment Schedule Line Item	Bill/Invoice Value	Payment Due Date
<b>Equipment-Only Sales</b>	100% of Total Fee	Due upon delivery of Equipment to Client or Diversified staging facility.
	<i>Client will be billed for Equipment as it is delivered to Diversified staging facility or Client. If Equipment is shipped in installments, Client will receive multiple invoices. All equipment invoices are due in full upon receipt.</i>	
<b>All Other Services</b>		
<b>Deposit</b>	50% of Total Fee	Due upon contract signing.
<b>Progress Payment</b>	30% of Total Fee	Due Net-30 days of invoice date.
<b>Final Payment</b>	Balance / 20% of Total Fee	Due Net-30 days of invoice date.

*Client will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Client will be billed a progress payment in the amount of 30% of the Total Fee when any Equipment is delivered to Client or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.*

**Approval of Orders:** This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Client will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Client fails to meet credit requirements established by Diversified.

**Confidentiality:** During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "Receiving Party" when the recipient of Confidential Information, and a "Disclosing Party" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

**Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to



Confidential Information to those employees, officers, subcontractors and agents on a need to know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

Exceptions: Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

**Termination / Suspension of Contract:** Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Client shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Client has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Client fails to pay Diversified any invoice issued pursuant hereto. Diversified shall have no liability to Client or any third party as a result of any such suspension or termination.

**Independent Contractors; No Agency:** Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.

**Indemnification:** Client shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Client shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.

**Warranty; Limitation of Liability:** except as specifically set forth in [LIMITED WARRANTY](#), diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.

**Dispute Resolution:** In case of any dispute arising or related to this Agreement, Diversified and Client, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.



**Mediation:** Diversified and Client shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

**Arbitration:** In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.

**Assignment:** Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

**Notice:** Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address set forth below.

If to Diversified:

Address:

Attention:

If to client:

Address:

Attention:

**Non-Solicitation of Employees:** Client agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Client will not solicit or induce, directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Client violates this provision, Client shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.

**Miscellaneous:** This Agreement is the entire and integrated agreement between Client and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Client and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision



shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Please review this for accuracy, and if you agree with the terms, please sign it and return to my attention, keeping a copy for your records.

<<parentaccountid\_name>> One Diversified, LLC

AUTHORIZED <small>(Individual Authorized to Execute Agreement)</small>	SIGNATURE	DATE OF ACCEPTANCE	AUTHORIZED SIGNATURE <small>(Individual Authorized to Execute Agreement)</small>	DATE OF ACCEPTANCE
PRINTED NAME	PRINTED NAME			

# RFP #2021-02, Audio/Visual System Replacement

## Letter Of Intent

March 31, 2021

City of Belle Isle  
Yolanda Quiceno  
City Clerk  
1600 Nela Avenue  
Belle Isle, FL 32809

RE: Response to RFP Project No. 21-02 Modernize The Audiovisual System For the Council Chambers

Ms. Quiceno,

Wired Technologies Group is pleased to submit this response to the RFP for Project No. 21-02 Modernize The Audiovisual System For the Council Chambers.

As our proposal will demonstrate, we can offer the City of Belle Isle the high-level of service and execution required by your RFP. As you review our response, we ask that you keep these differentiators in mind:

1. With a team of almost 30 technicians, project managers and engineers we have the resources to complete your project smoothly, quickly and with a high degree of quality.
2. Our Customer Care department is one of the largest technology service departments in Central Florida. These dedicated technicians allow us to provide a high level of service well after the initial project is complete, whenever you need them.
3. Building lasting relationships is a main tenant in our Core Values. We know relationships are built on trust and this knowledge informs how we take care of our customers.
4. We have created this proposal with an eye towards getting you the most robust and predictable system possible while generating the least impact to your budget.

Should you have any questions about our proposal, please contact me or James Bengel via phone: (407) 403-6695 or via email: [Curtis.lewis@wiredtechgroup.com](mailto:Curtis.lewis@wiredtechgroup.com), or [james.bengel@wiredtechgroup.com](mailto:james.bengel@wiredtechgroup.com).

We hope you will agree the Wired Technologies team is the right team for The City of Belle Isle. We thank you for the opportunity and look forward to working with you.

Respectfully,

*Curtis Lewis*

Curtis Lewis  
Chief Revenue Officer

# RFP #2021-02, Audio/Visual System Replacement

Firm's Contact Information and billing information

-Firm's Contact Information-

1220 Winter Garden Vineland Rd #120

Winter Garden, FL 34787

(407) 403-6695

[sales@wiredtechgroup.com](mailto:sales@wiredtechgroup.com)

-Firm's Billing Information-

[invoices@wiredtechgroup.com](mailto:invoices@wiredtechgroup.com)

Laurence Peck, Finance Manager

[Laurence.Peck@wiredtechgroup.com](mailto:Laurence.Peck@wiredtechgroup.com)

407.403.6695 x 404

# RFP #2021-02, Audio/Visual System Replacement

## Introduction, background, and objectives

### Background

Wired is a leading technology integration company dedicated to specifying and installing technology to enhance people’s businesses and homes. For nearly 15 years, Wired has used technology to make spaces easy to use and a joy to experience. With almost 30 engineers, project managers and technicians, Wired is one of Central Florida’s largest integrators. From building controls, intelligent lighting, networking and security to audio/video entertainment and outdoor living, our solutions are designed to automate lives and elevate experiences.

### Proposal Introduction and Proposal Objectives

On March 2, 2021 representatives from Wired Technology attended the mandatory pre-submittal meeting of the Council Chamber. During this meeting we listened to the concerns addressed by Bob Francis and Yolanda Quiceno. This proposal provides a cost effective and robust solution to the issues and concerns voiced in the meeting. We have also made every attempt to be good stewards of the City’s budget by using existing equipment where possible and including value versus cost requirements into our selection criteria.

This proposal focuses on the following:

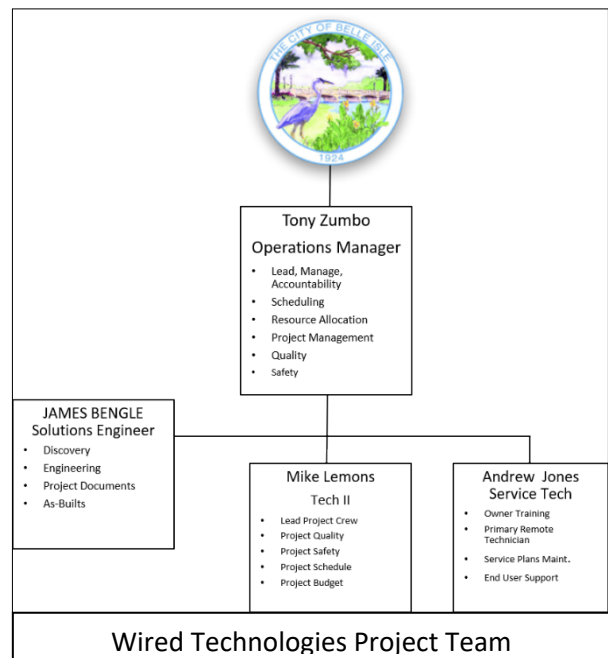
1. Presentation Ability – both local and over Zoom video conferencing.
2. Audio/Video Control Systems
3. Facebook Live streaming ability
4. Audio/Video recording ability

Our proposal will provide in room voice lift to the Council and guest speaker with volume and mute controls. Our proposal will also feature Zoom video conferencing and presentation systems in both a wired and wireless format.

### Project Team – How Our Services Are Provided

Wired’s project team will be led by **Tony Zumbo**, Tony will be the point of contact during engineering and installation. **James Bengel** will be serving as the Solutions Engineer on this project and providing specifications and drawings to the field team. **Mike Lemons**, Wired’s Lead Technician will be providing field leadership to the project and be on-site during all work.

Once work has been completed, **James Bengel** and **Andrew Jones** will be training City staff in the use of the system. **Andrew** will then be the first point of contact for our Service Department in assisting with any End User Support the City may need.



# RFP #2021-02, Audio/Visual System Replacement

## Qualifications and Experience

### James Bengel – Solutions Engineer

James Bengel brings over fifteen years of experience in technical operations and design to the Wired team and serves as Wired's commercial solutions engineer. With a background in live sound engineering and commercial design, James has worked on projects ranging from cruise lines, theme parks, universities, hospitality, and corporate headquarters.

### Mike Lemons – Lead Technician

Mike brings to Wired over 27 years of installation experience and has a proven track record of leading teams through all phases of installation. Mike has an extensive background in data centers, high rise buildings, schools, healthcare, and luxury residential installation. Mike is trained in low voltage grounding and bonding as well as is OSHA 30 certified, raised platform certified, and is knowledgeable of all codes and standards.

### Anthony Zumbo – Operations Manager

Anthony (Tony) Zumbo brings over seventeen years of experience to the Wired team and serves as the Operations Manager and a member of the Leadership Committee for Wired Technologies Group. Before joining Wired, Tony was the president of Ctrl Room, a Pennsylvania based technology integrator that provided design and installation of audio/video, security, entertainment and automation solutions. Tony's experience on technology projects includes public venues, college residential facilities, light industrial workspaces and private high-end luxury residential properties. His tenure in the industry encompasses over 1,000 separate projects with a construction value of over \$150 million. Tony's passion is providing cutting edge technology to customers in an easy to use, easy to manage way. Tony has a bachelor's degree in electrical engineering as well as a bachelor's degree in computer science from the University of Pittsburgh and an MBA from the Leonard N. Stern School of Business at New York University.



## Qualifications and Experience

### Curtis Lewis – CRO

Curtis Lewis is the Chief Revenue Officer of Wired Technologies Group and brings with him over 20 years of experience in building design & construction. With a background in consulting engineering Curtis is accustomed to working with commercial building owners, helping them achieve their goals and objectives through technology.

### Dave Riley – CEO

Dave Riley is the CEO of Wired Technologies Group and brings with him over 20 years of experience in commercial construction at the Owner, contractor and specialty sub-contractor level. His experience on commercial projects ranges from public venues, airports, resorts, theme parks, hospitals and high-rise luxury condo's and includes positions ranging from field engineer to executive in charge. Dave has a bachelor's degree in engineering from the University of Central Florida and an MBA from the Crummer Graduate School of Business at Rollins College.

# RFP #2021-02, Audio/Visual System Replacement

## Comparable Projects and Client Reference

### -Comparable Projects-

1. Florida Citrus Sports – Provided office-wide technology systems to allow for video tele-conferencing, presentation systems, and collaboration systems. Systems included Crestron, Sony, Planar
  - a. Start/End Dates – September 2019 to January 2020
  - b. Type of entity – Office Building
  - c. Measures to indicate quality – client site orientation and training
  - d. Contact – Susan Fortini – (407) 513-1625
2. Montverde “Nest” Athletic Facility live audio system- Provided Montverde Academy’s “NEST” basketball arena with a complete live audio system upgrade including installed and mobile loudspeaker systems and a modern technical booth for advanced control. Systems included: Community Loudspeakers, QSC, Yamaha, Shure
  - a. Start/End Dates – March to July 2020
  - b. Type of entity – Athletic Facility
  - c. Measures to indicate quality – client site orientation and training
  - d. Contact – Brad Long - (407) 469-2681
3. Montverde Middle School structured cabling system- Provided Montverde Academy’s new middle school building with sitewide structured cabling systems. Systems included Ice Cabling, Middle Atlantic, Leviton
  - a. Start/End Dates – November 2020 to February 2021
  - b. Contact – Brad Long - (407) 469-2681
  - c. Measures to indicate quality – General Contractor and client sign off on delivery of scope

### -Additional References-

1. Dais Technologies
  - a. Contact – Alex Figuero – (407) 888-6519
2. Jones Clayton Construction
  - a. Contact – John Fuller – (407) 402-4521
3. Cahill Homes
  - a. Contact – Chad Cahill – (407) 221-5541

# PROPOSAL

**Belle Isle**

## Presentation and Broadcast System



Presented By:

### **WIRED Technologies Group**

1220 Winter Garden Vineland Rd  
Suite 120  
Winter Garden, Florida 34787  
(407) 403-6695  
[www.wiredtechgroup.com](http://www.wiredtechgroup.com)



**Council Chamber Desk Audio and Control System**

Eleven new 18 inch tabletop microphones will be installed on the council desk area and city clerk's desk. Cabling will be dressed under the desk space and ran to a custom wall plate that will be installed on the wall behind the council desks. An existing wireless microphone kit will be reused, the receiver will be installed in the equipment closet while the microphone will continue to be used for guest speakers at the podium location.

A 7 inch tabletop touch panel will be installed at the Mayor's position on the council desk for the purpose of controlling source muting and source volume control.

Note - A three gang box and stub up is required and to be provided by others.

Note - Significant drywall and ceiling pipe damage is expected to occur. Paint and patching to be handled by others.

- 1 - Owner furnished existing wireless microphone kit - to be used for guest podium
- 1 **CRESTRON**  
7" tabletop touch screen, Rava SIP Intercom, Wi-Fi network connectivity, PoE+, white smooth finish.
- 1 **WTG-Liberty AV Solutions**  
WTG-WQ614887 - Classic three gang xlr input plate - screw on terminals - includes a rj45 insert for one touch panel
- 1 **WTG-SAFCORD**  
The black Cord and Cable Protector for Carpet from Safcord is designed to secure electrical cords to looped carpet with a hook-and-loop method that locks them in place. It can be used without messy adhesives to keeps cords in place and prevent tripping hazards.
- 11 **WTG-SHURE**  
The right speech doesn't just inform. It can excite and even transform those who hear it. So, we designed the MX418 to treat spoken audio with the detail and respect it deserves. Because clarity commands attention. CARDIOID-18" GOOSENECK CONDENSER MICROPHONE, ATTACHED PREAMP WITH XLR



**Council Chamber Desk Audio and Control System Total** \$7,299.96

A small tabletop equipment enclosure and touch panel will be installed at the clerk’s desk position. The equipment enclosure will take a video feed from the equipment rack Zoom system as well as send the video feed to the projector. This desk position has been designed to have total control over the Zoom room presentation and conferencing ability. Additional abilities of this control position will be Facebook live streaming, AV recording, and room volume controls.

**Note - An active network drop at this position is required and to be installed by others**

**Note - The council chamber must be Zoom Room licensed as well as it must have an active Facebook account. Credentials for both to be purchased and delivered to WIRED by others.**

**Note - A one gang box and stub up is required and to be provided by others.**

**Note - Significant drywall and ceiling damage is expected to occur, paint and patching to be handled by others.**

**Note - Site wide network and wireless access will be leveraged for this system. Belle Isle information technology site support will be required.**



**1 CRESTRON**

DM Lite HDMI over CATx transmitter, surface mount, pairs with a DM Lite receiver, 24VDC, (PW-2412WU supply included; only one needed per TX/RX pair).



**1 WTG-Blackmagic Design**

Portable broadcast quality record/ playback deck that can also be rackmounted. It features a 6G-SDI input that allows capturing video up to 2160p30, and it incorporates one HDMI and two 6G-SDI outputs. It records to two SD card slots, which enable virtually endless recordings.

**1 WTG-Blackmagic Design**

Rack-mount up to three Teranex Mini units side-by-side using this lightweight, 1U Teranex Mini Rack Shelf for 19" racks from Blackmagic Design. This shelf is well-suited for road cases as well as equipment racks.



**1 WTG-Blackmagic Design**

The Web Presenter HD is a compact desktop device that allows you to connect any SDI video input and stream it live onto the Internet. Capable of broadcasting video and audio on any webcam-compatible platform and software such as, YouTube Live, Facebook Live, Twitch, Periscope, Teams, and more.

**1 WTG-Liberty AV Solutions**

WTG-WQ614954 - Classic One Gang with RJ45, XLR, and BNC inserts



**1 WTG-MIDDLE ATLANTIC**

If you're looking for a high quality, cost effective alternative to plastic, molded racks, check out these great pieces from Middle Atlantic. These racks are made with furniture-grade MDF board and finished with a black laminate. They look great in the studio



**1 WTG-MIDDLE ATLANTIC**

The PD-915R rackmount power distribution unit is equipped with 8 rear outlets, and one front outlet. Standard equipment includes surge and spike protection, EMI filtering, and a 9' cord. A generous 9" depth offers easy access to the 15 amp rear panel outlets, which are solidly mounted on yokes to el

The existing projector and pull down screen will be tied into the new Zoom Room and Facebook live streaming system. A new PTZ conferencing camera will be installed on the wall opposite the council desks and positioned to capture a wide angle of the room. Extension kits will be used to connect the existing projector new PTZ conferencing camera to the new Zoom Rooms system.

Note - Significant drywall and ceiling damage is expected to occur, paint and patching to be handled by others.

1 -  
Owner furnished existing projector and pull down projection screen - projector to be attached to control system

1 **CRESTRON**  
DM Lite HDMI over CATx transmitter, wall plate, white textured. \*PACKAGE ITEM - DO NOT ORDER



1 **CRESTRON**  
DM Lite – HDMI over CATx receiver, pairs with a DM Lite transmitter, 24VDC, (PW-2412WU supply included; only one needed per TX/RX pair).

1 **WTG-EPIISODE**  
Single IR flasher with LED feedback, 3.5 MM (1/8") plug compatible with most IR repeaters, includes flasher cover.

1 **WTG-LOGITECH**  
HD 1080p video camera with enhanced pan/tilt and zoom



1 **WTG-Sound Control Technologies**  
Expanding on the reliable and time-tested technology of SCT's RemoteCam™ platforms, the RemoteCamUSB™ is part of Sound Control Technologies' next generation product portfolio for USB PTZ cameras requiring USB & RS232 Visca control.

**Council Chamber Video System Total**

\$4,723.67

## Equipment Closet Processing and Control

A Zoom Room system as well as control and audio processing will be installed into a new floor standing equipment rack. This system will allow for the room to host Zoom Room video calls as well as stream to Facebook live. An additional feature will be the ability to record conferencing and meetings to local SD cards.

**Note - An active network drop at this position is required and to be installed by others.**

**Note - The council chamber must be Zoom Room licensed as well as it must have an active Facebook account. Credentials for both to be purchased and delivered to WIRED by others.**

**Note - A wiring stub up is required and to be provided by others.**

**Note - Significant drywall and ceiling pipe damage is expected to occur. Paint and patching to be handled by others.**

**Note - Site wide network and wireless access will be leveraged for this system. Belle Isle information technology site support will be required.**

### 1 ARAKNIS NETWORKS

310-series 16-port L2 managed gigabit switch with full PoE+ and front ports, includes rack mount brackets (1U).

### 1 BINARY

Binary 3P XLR female to male cable with gold plated contacts (10 ft.), black.

### 1 CRESTRON

Avia™ 12x8 digital signal processor & matrix mixer, rack mount ears (1U) included.



### 1 CRESTRON

DM Lite – HDMI over CATx receiver, pairs with a DM Lite transmitter, 24VDC, (PW-2412WU supply included; only one needed per TX/RX pair).



### 1 CRESTRON

Crestron Flex Video Conference System Integrator Kit for Zoom Rooms™ Software [KIT]



### 1 WTG-Blackmagic Design

Embed audio into 3G/HD/SD-SDI sources in up to 1080p60 resolution with the Audio to SDI Mini Converter from Blackmagic Design. Connect up to four channels of balanced analog or eight channels of AES/EBU audio via four 1/4" jacks.



### 1 WTG-Blackmagic Design

Super compact and rugged, the Micro Converter HDMI to SDI 3G from Blackmagic Design enables you to link HDMI cameras or computers to pro-style SDI (BNC) monitors or components. You can also use several units to extend HDMI over long distances using SDI cable.



### 1 WTG-CRESTRON

The AMP-X300 provides a professional amplifier solution for commercial applications that saves energy, space, and money. The modular design is easy to configure and ships with everything required to enable surface mounting, rack mounting, and ganging multiple units together.





**1 WTG-CRESTRON**

Provides a compact 4-Series™ control system featuring the Crestron IFE micro form factor. Conveniently powered via PoE and fits almost anywhere to suit a variety of specialized applications.

**2 WTG-NEUTRIK**

The REAN NYS228 from Neutrik is a stereo 3-Pole 1/4" Phone Plug. It features a long die-cast handle with nickel shell-plating. Its contacts are nickel-plated and are fashioned according to the EIA RS-453 / IEC 60603-11 standards. It's suitable for commercial use.

**2 WTG-NEUTRIK**

Neutrik XX Series Male and Female XLR Connectors Kit (Black Housing/Gold Contacts)

**1 WTG-RADIAL ENGINEERING**

The Radial Engineering Mix 2:1 is a passive mixer that sums two audio signals to a single mono output. It provides individual input knobs to balance the two signals, should one be louder than the other, as well as a polarity switch on input 2, should one of the signals be out of phase.



**1 WTG-SHURE**

IntelliMix audio conferencing processor, connects 10 Dante audio inputs, 2 analog inputs, USB and a mobile device to an A/V conferencing system or a PC-based video conferencing application, PoE+.

---

**Equipment Closet Processing and Control Total**

\$14,778.95

**Equipment Closet Rack**

**A full size standing equipment rack with a battery backup system and power distribution will be installed inside of the council chamber tech closet. This equipment rack will contain all needed equipment to perform the functions listed above.**

**Note – Existing site wide network and wireless access will be used for this system. Belle Isle information technology site support will be required.**



**1 WATTBOX**

IP vertical power strip & conditioner, 12 individually controlled & metered outlets, Auto Reboot, OvrC enabled.



**1 WATTBOX**

UPS with Automatic Voltage Regulation (AVR) technology, rack mount (2RU), 2000VA / 1560W, 20 Amp, 8-outlet, card slot for optional SNMP card (sold separately). NOTE: requires 20A plug and 24" deep rack for mounting.



**1 WTG-STRONG**

Strong Signature Series 42U Premium Audio/Video rack (30 in. Deep), includes curved, smoked & tempered glass door, removable side panels, split rear doors, casters and leveling feet.

---

**Equipment Closet Rack Total**

\$6,903.87



# PROJECT SUMMARY

Grand Total (All applicable taxes included in price):	\$39,168.71
Shipping:	\$795.81
<b>Grand Total:</b>	<b>\$39,964.52</b>

Note – Service plan costs and information are included in the service level agreement page.

# CONTRACT

## Presentation and Broadcast System

### Belle Isle

Revision: 0  
Modified: 3/23/2021



Presented By:

### WIRED Technologies Group

1220 Winter Garden Vineland Rd  
Suite 120  
Winter Garden, Florida 34787  
(407) 403-6695  
www.wiredtechgroup.com

- A.** The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B.** The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C.** The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D.** Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E.** Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F.** This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G.** If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H.** All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design & engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. If a second version is required or if project is for design & documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals, as well as one block-diagram drawing of the system. For a \$1000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. The retainer covers design & engineering time and is non-refundable.
- I.** Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

## Presentation and Broadcast System

Project No : WIRED-1254

Rev. 0

3/23/2021

**Payment Schedule**

	<b>Amount</b>	<b>Due Date</b>
Payment No. 1 (Due Upon Contract Acceptance)	\$19,982.26	
Payment No. 2 - (Due Before Work On-Site Begins)	\$15,985.81	
Payment No. 3 - (Due Upon Completion of Original Scope)	\$3,996.45	

**1. Contract Documents and Details**

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

**2. Time**

With respect to schedule completion of the tasks in this proposal, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

**3. Payments and Completion**

The final date for any payment is 15 days after the payment becomes due, in line with the Payment Schedule. Payment No. 1 is Due upon contract acceptance and Payment No. 2 is due upon before work onsite begins. Payment for any Change Orders is due immediately upon receipt of the Change Order Invoice or at Completion, whichever comes first.

**4. Insurance**

Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

**5. Changes in the Contract**

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with clients approval. Contractor will be held blameless in case of product unavailability or discontinuation.

**6. Warranty**

All projects sold and installed by WIRED are guaranteed for the period of 90 days against any installation defects unless otherwise agreed prior to receipt of the deposit.

\_\_\_\_\_

\_\_\_\_\_

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Contractor: WIRED Technologies Group**

**Date:**

# RFP #2021-02, Audio/Visual System Replacement

## System Summary, Notes, Qualifications

### -System Summary-

The city of Belle Isle can expect the system installed by WIRED to seamlessly collaborate, present, and video conference utilizing industry standard technology such as Crestron and Shure. This system will allow for remote collaboration and wireless presentation by leveraging Zoom software. The chamber staff will be able to utilize the room controlling touch panel and broadcast equipment to complete the following tasks: (1) wired and wireless presentation (2) microphone based voice lift (3) Zoom conferencing for remote collaboration (4) Facebook live streaming (5) AV recording (6) control options such as volume control and muting.

### -Notes and Exclusions-

1. The existing video projector and projection screen will be utilized and are presumed to be operational and in good repair. If WIRED has to perform repair, modification, or upgrade services a client impacting change order will occur.
2. The existing wireless microphone will be utilized and is presumed to be operational and in good repair. If WIRED has to perform repair, modification, or upgrade services a client impacting change order will occur.
3. The existing ceiling speakers will be utilized and is presumed to be operational and in good repair. If WIRED has to perform repair, modification, or upgrade services a client impacting change order will occur.
4. Significant drywall and ceiling damage is expected to occur, paint and patching to be handled by others.
5. The system leverages and will rely on existing network infrastructure, wireless access points, and existing internet service in both the tech closet and chamber. This system and service are presumed to be widely available, robust enough for video calls on the new Crestron system, and in good working order. If WIRED has to perform repair, modification, or upgrade services a client impacting change order will occur.
6. A three gang box and low voltage stub up behind the chamber desk is required and to be installed by others.
7. A one gang box and low voltage stub up is required behind the clerks desk and is to be installed by others.
8. An active network drop is required behind the clerks desk and is to be installed by others.
9. The council chamber must be Zoom Room licensed as well as it must have an active Facebook account. Credentials for both to be created, licensed, and delivered to WIRED by others.
10. An active network drop in the equipment closet at the selected equipment rack location is required and is to be installed by others.
11. AV recording will be saved locally to a recording device. Files will be available for upload on a recording device.
12. Computers and laptops have been excluded from this proposal.
13. Based on feedback collected during the site discovery, desk confidence monitors have been excluded.
14. Assisted listening systems if required to be provided by others.
15. Live Audio reinforcement is only supported in the Council Chamber, all other areas in the City Manager's Office have been excluded.
16. WIRED has designed this system to support Facebook live broadcast as discussed during the site walk, more traditional forms of broadcast such as GATV or PEG channels have been excluded.
17. Formal SLA agreement and terms to be provided separately from RFP #2021-02, Audio/Visual System Replacement and is not included in this bid.
18. WIRED expects onsite installation to take 3 weeks during which time the room must be inactive.
19. WIRED expects to perform installation and programming tasks during regular business hours.

## ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

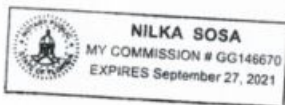
I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively 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 City of Belle Isle's policy 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, the City of Belle Isle 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, age above the age of 21, 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: *C.R.O.*Title: *C.R.O.*

STATE OF FLORIDA

COUNTY OF *Orange*Sworn to and subscribed before me this *29* day of *March*, 2021 by *NILKA SOSA**[Signature]*  
Signature of Notary Public

## ATTACHMENT B

NON-DEBARMENT AFFIDAVIT

Curtis Lewis Being first duly sworn, deposes and says that:

He/She is Officer of James Beard 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: Curtis Lewis  
 Print Name: Curtis Lewis  
 Title: C.O.  
 Date: 3/29/21

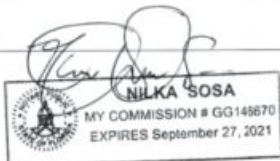
STATE OF FLORIDA ) COUNTY OF Orange )

The foregoing Agreement was acknowledged before me this 29 day of March 2021, by Curtis Lewis 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 DL as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Nilka Sosa  
 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 underbid 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 underbid, 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 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.

WARD TECHNOLOGIES CORP

COMPANY NAME

[Signature]

VENDOR'S SIGNATURE

**Must be executed and returned with attached Proposal to be considered.**

## ATTACHMENT D

NON-COLLUSIVE AFFIDAVITState of FloridaCounty of OrangeCurtis Lewis being first duly sworn deposes and says that:

- (1) He/she is the officer (Owner, Partner, Officer, Representative or Agent) of James Bungal the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and 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: Curtis LewisTitle: C.R.O.Company: Wired Technologies GroupSTATE OF FLORIDA  
COUNTY OF OrangeSworn, to and subscribed before me this 29<sup>th</sup> day of March, 2021.By Nilka Sosa  
Signature of Notary Public



**BIDDERS CHECKLIST**

	Initial
1. Letter of intent	LIB
2. Firm's official contact information and firm's billing information	LIB
3. Proposal Introduction, background, and objectives statement.	LIB
4. Qualifications and experience.	LIB
5. Proposed project approach.	LIB
6. Completely addressed each item in Section 2.	LIB
7. At least three (3) customer references enclosed (preferably governmental).	LIB
8. Completed Supplemental Forms in Exhibit C.	LIB
9. Information concerning system requirements and capabilities enclosed	LIB
10. All questions concerning implementation and support were answered and enclosed.	LIB
11. Components and Ongoing Support Costs break down all cost information for the entire system.	LIB
12. Complete and enclose "Bidder's Checklist."	LIB

# RFP #2021-02, Audio/Visual System Replacement

Service and Support - More Information to be made available upon request

## Service Level Agreement (SLA)

This SLA agreement pertains to Wired Technologies Group (WTG) clients under a valid service contract only. Total Technology Support (TTS) clients will have priority over all non-TTS client requests. All non-contracted client requests that are on a time-and-material basis (T&M) will be on a best-efforts basis only and will not fall under this agreement.

The Base SLA includes the following features:

1. Remote diagnostic support
2. Unlimited telephone support between the hours of 8:00 am-5 pm, EDT M-F.
3. After hours **on-site** support is billed at a standard rate to be negotiated based on client service expectations.
4. After hours **remote phone support** is billed at a premium rate per call and is to be negotiated based on client service expectations.
5. Covers removal, reinstallation, configuration, testing, and alignment of repaired equipment.
6. Includes four (4) preventive maintenance visits per year per room quarterly.
7. Provides emergency support of installed equipment
8. Hourly rate \$125.00
9. After hours rate - \$165.00

The SLA agreement is calculated at a percentage of installed equipment value and billed annually. The cost for this service agreement covering the items outlined in this proposal is \$2,500 per year billed annually and IS NOT included in the system proposal.

**Service Agreement to be billed annually:**

**\$2,500**

# RFP #2021-02, Audio/Visual System Replacement

Service and Support - More Information to be made available upon request

## Service Request Escalation Procedure

1. Support Request is Received
2. Ticket is created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

**If issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client’s satisfaction
7. Ticket is closed, after complete problem resolution details have been updated in Help Desk system and client is notified via email of ticket closure and problem resolution

***If issue cannot be resolved through Tier 1 Support:***

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

**If issue can be resolved through Tier 2 Support:**

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to Client’s satisfaction
12. Ticket is closed, after complete problem resolution details have been updated in Help Desk system and client is notified via email of ticket closure and problem resolution

***If issue cannot be resolved through Tier 2 Support:***

13. Issue is escalated to Onsite Support
14. Issue is qualified to determine if it can be resolved through Onsite Support

**If issue can be resolved through Onsite Support:**

15. Onsite Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to Client’s satisfaction
17. Ticket is closed, after complete problem resolution details have been updated in Help Desk system and client is notified via email of ticket closure and problem resolution

***If issue cannot be resolved through Onsite Support:***

**Manager of Operations Decision Point – request is updated with complete details of all activity performed and client is contacted with alternative options for issue resolution.**



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

**Meeting Date:** May 18, 2021

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Draft Lease for Cornerstone Charter Academy (CCA)

**Background:** The City’s Budget Committee and City Council reviewed the draft lease and it was directed by the Council to hire an appraiser to analyze and determine the fair market rent for the lease. At the Budget Committee meeting in April, the Committee discussed the rate and determined that the City should look at a rent of \$500,000/year but give a 20% rent credit for the Belle Isle student population. This \$500,000 amount was based on several factors to include the appraisal, a payment in lieu of taxes, the annual debt service on the BoA property if CCA uses the BoA property.

An additional clause was also added to the lease in the event the City acquired any additional property such as the Oasis property, then it would be built into the lease.

**Staff Recommendation:** Discuss any remaining issues related to the lease and forward the lease to the CCA team for their review and comment.

**Suggested Motion:** None needed at this time, but a consensus from Council that they are supportive of the draft agreement; if further changes need to be made; and if this agreement is ready to send to the CCA Board for further negotiations.

**Alternatives:** Continue to make changes to the draft agreement.

**Fiscal Impact:** None at this time but the agreement allows for a monthly rent to be paid by CCA to the City.

**Attachments:** Draft Lease ”

**LEASE AGREEMENT**

**by and between**

**CITY OF BELLE ISLE, FLORIDA**

**as LANDLORD**

**and**

**CITY OF BELLE ISLE CHARTER SCHOOLS,**

**INC. as TENANT**

**Property Address:**

**5903 Randolph Avenue, Belle Isle, FL  
32809**

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and BELLE ISLE CHARTER SCHOOLS, INC., a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easement and rights-of-way incident thereto (collectively, the "Premises");

WHEREAS, as of the date of this Lease, Tenant currently operates two charter schools known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools") on the Premises;

WHEREAS, Tenant has determined and hereby determines that it is in the best interests of Tenant to lease from the Landlord the entire Premises consistent with the terms of this Lease;

WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein;

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.1. Definitions. Except as otherwise defined herein, capitalized words and phrases shall have the meanings specified below and other capitalized words and phrases in this Lease have the meanings ascribed to them unless the context clearly requires otherwise:

"Annual Financial Statements" means the annual audited financial statements, which may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter Schools' operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Charter School Fiscal Year and income and expenses for such Charter School Fiscal Year. To ensure transparency, these Annual Financial Statements as well as monthly financial reports (including revenues, expenses, and fund balances) shall be published

on the school website and available to the public within 5 business days after the closing of the books for the respective period.

"Buildings" means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

"Charter Contracts" shall mean the charter contracts granted to the Tenant by the School Board pursuant to Section 1002.33, Florida Statutes, for the operation of the Charter Schools, as such contracts may be in place and effective from time to time, including all amendments, extensions and renewals thereof.

"Charter School Fiscal Year" has the meaning set forth in the Charter.

"Charter School Law" means Section 1002.33, Florida Statutes and other applicable provisions of law relating to charter schools.

"Charter School Revenues" means all amounts payable to Tenant by the School Board or the Florida Department of Education under the Charter Contracts including, but not limited to (i) Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19), 1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.

"Days Cash on Hand" means the amount determined by dividing (a) the amount of the Tenant's cash and unrestricted available funds on any June 30 by (b) the quotient obtained by dividing Operating Expenses as shown on the most recent Annual Financial Statements by 365.

"Debt Service Coverage Ratio" means, for any Charter School Fiscal Year, the ratio obtained by dividing the Net Income Available for Debt Service for such Charter School Fiscal Year by the Maximum Annual Debt Service.

"Equipment" means all furniture, machinery, fixtures and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters temporarily provided by Landlord for temporary use on the Premises), including without limitation all items of tangible personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible personal property or fixtures acquired in substitution or replacement thereof.

"Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter how created, whether or not such indebtedness is assumed by the Tenant, including any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations and guaranties.

"Independent Consultant" means an Independent management consultant or Certified Public Accountant experienced in the management and operations of charter schools in the State of Florida.

"Lease Revenues" mean Rent payable by the Tenant to the Landlord pursuant to this Lease.

"Leased Property" means the Premises, the Equipment, and the Buildings, and (d) any additions or alterations thereto which are permitted herein.

"Lien" means any mortgage or pledge of, security interest in, or lien or encumbrance on, any property that secures any Indebtedness or other obligation of the Tenant.

"Maximum Annual Debt Service" means, as of any date of calculation, the highest principal and interest payment requirements (net of any Debt Service Reserve Fund balance required to be applied to the payment of principal in the year of final maturity of any Series of Bonds) with respect to all Indebtedness for the current and any succeeding Charter School Fiscal Year.

"Operating Expenses" means all expenses of the Tenant reasonably required in the operation and maintenance of the Project and the Charter Schools, consistent with generally accepted accounting principles, and including, the following items, without intending to limit the generality of the foregoing:

(a) expenses for operation (including all utilities and fees payable under management and/or operating agreements, including the Management Agreements), maintenance, repair, insurance and inspection;

(b) costs and expenses for reasonable and necessary professional, engineering, architectural, legal, financial, auditing and consulting services;

(c) all taxes or contributions or payments in lieu thereof, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, sales, use, property, franchise, and excise taxes;

(d) obligations under contracts for supplies, services and pensions and other employee benefits;

(e) purchases of merchandise and other inventory items; and

(f) lease payments including, but not limited to, Base Rent and Incremental Rent, provided, however, the term "Operating Expenses" shall not be construed to include depreciation or other non-cash expenses.

"School Board" means the School Board of Orange County, Florida.



**ARTICLE II**  
**TENANT REPRESENTATIONS**

Section 2.1. Representations by the Tenant. The Tenant represents and covenants that: (a)

It is duly organized and existing as a Florida not-for-profit corporation and is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Tenant has been duly authorized to execute the Tenant Documents and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of the Tenant Documents will not conflict with or constitute a breach of or default by the Tenant under any other instrument or agreement to which the Tenant is a party or by which its property is bound.

(c) The Tenant's execution, delivery, and performance of the Tenant Documents shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Tenant.

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to any of the Tenant's Documents.

(e) The Leased Property financed or refinanced with proceeds of the Bonds is comprised of land, buildings, facilities, equipment and/or other items for the Charter Schools.

(f) Neither the representations of the Tenant contained in the Tenant Documents nor any oral or written statement, furnished by or on behalf of the Tenant to the Landlord or the Underwriter in connection with the issuance of the Bonds and the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord and the Underwriter in writing that the Tenant believes materially and adversely affect or in the future may (so far as the Tenant can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under the Tenant Documents or any documents or transactions contemplated hereby or thereby.

(g) The Tenant's federal employer identification number is 27-2154495.

(h) The Tenant will comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend and renew the Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will notify Landlord on Charter renewals or changes to the Charter.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Property to

operate the Leased Property as charter schools, and to enter into, execute, and perform its obligations under this Lease and the other Tenant Documents.

(j) There has been no material adverse change in the financial condition, results of operations, or business affairs of the Tenant or the feasibility or physical condition of the Leased Property or the Charter Schools subsequent to the date of the Limited Offering Memorandum.

(k) The Tenant (i) understands the nature of the structure of the transactions related to the financing and refinancing of the Leased Property; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Tenant or the Landlord is a party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Leased Property; and (iv) has not relied on the Landlord or the Underwriter for any guidance or expertise in analyzing the financial consequences of such financing transactions.

(l) Tenant has entered into this Lease based on its own full investigation, including third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation, or that of the third party.

(m) There is no completed, pending or, to Tenant’s knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Tenant.

**ARTICLE III  
DEMISING CLAUSE**

Section 3.1 Demising Clause. Landlord hereby demises and leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term (as defined herein).

**ARTICLE IV  
TERM, SURRENDER**

Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and end on the date that is thirty-five (35) years thereafter unless sooner terminated in accordance with the terms and conditions hereof (the “**Termination Date**”). The period from the Effective Date through the Termination Date shall be referred to herein as the “**Term.**” unless earlier terminated pursuant to Section 4.2 below.

Section 4.2. Termination of Term. The Term shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Default and termination of the Term by the Landlord under Article XIV of this Lease;

(b) The end of the Term; or

(c) The date that no Bonds are Outstanding.

Section 4.3. Term Extensions. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have the option to extend the Initial Term (the "Term Extension") for the greater of two (2) 5-year terms or for the same amount of time that the Orange County School Board (or the state) extends the term of either Contract (the "Charter Renewal"). The renewal process may require that Tenant be able to demonstrate to the School Board that the Lease Agreement has been extended as a condition to the School Board's willingness to grant the Charter Renewal. In such case, Tenant can elect to initiate the Term Extension subject to a condition that the School Board approve the Charter Renewal within a reasonable amount of time after any such Charter Renewal, Tenant shall notify the Landlord of any such extensions. If Tenant elects to exercise said option, then Tenant shall provide Landlord with written notice not later than eighteen (18) months prior to the expiration of the term of the Lease. If Tenant does not exercise any such option in a timely manner, then all rights to extend the Lease automatically shall terminate, Landlord shall have the right during the remainder of the Term of this Lease to advertise the availability of the Premises for sale or reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability.

Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Property in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment not permanently attached to the Improvements or Premises and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal shall be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord an amount equal to the Renewal and Replacement Fund of the 2012 bond issue (currently \$250,000.00) as security for any damages not repaired by the Tenant. If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 20 days after termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including damages and such charges shall be deemed additional rent.

Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord's express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first thirty (30) days, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over, (ii) for the next sixty (60) days, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. The foregoing sentence shall not imply any right to holdover, nor shall it limit Landlord's right to collect its damages including reasonable legal fees, lost profits and consequential damages, in the event of a holdover.

Section 4.6 Option to Lease Additional Space. If additional property is acquired by the Landlord, then during the Term of this Lease and any renewals thereof, Tenant shall have the option to lease those areas shown as the "Additional Space" on Exhibit A attached hereto and

incorporated by reference, by adding the Additional Space to this Lease at the same rental per square foot as Lessee is then currently paying for the Premises. Lessee shall give Lessor sixty (60) days' written notice of Lessee's election to exercise this option to add the Additional Space to this Lease. Within days after Lessor's receipt of such notice, Lessor shall deliver possession of the Additional Space to Lessee complete with tenant improvements of the same kind and quality as have been provided in the original Premises.

**ARTICLE V**  
**RENT**

Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) shall be paid in equal monthly installments beginning October 1st of each of the consecutive 12-month periods during the Term. The Annual Rent due from Tenant to Landlord shall generally pay for consecutive 12-month periods during the Term (i.e. October 1st to September 30th). Notwithstanding the foregoing, the first 12 monthly installments that Tenant begins paying on \_\_\_\_\_, 20\_\_ shall pay be prorated commencing on the Lease Term Effective Date and ending September 30, 20\_\_.

Section 5.2 Full Net Lease. It is intended that the Annual Rent shall be an absolutely net return to Landlord throughout the Term of this Lease, free of any expense, charge, or other deduction whatsoever with respect to the Premises or Landlord's interest therein, or the ownership, leasing, operation, management, maintenance, repair, use or occupation thereof. This Lease is an "absolute lease" and Tenant's obligations arising or accruing during the Term to pay all Annual Rent, additional rent and all other payments hereunder required to be made by Tenant shall be absolute and unconditional and Tenant shall pay all such amounts without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction (except as otherwise expressly provided in this Lease), free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. All costs, expenses and obligations of every kind and nature whatsoever relating to the Property and the appurtenances thereto and the use, maintenance and occupancy thereof which may arise or become due and payable with respect to the Term (whether or not the same shall become payable during such Term or thereafter) or for any period prior to the expiration of the Term shall be paid by Tenant (except as otherwise expressly provided in this Lease). Tenant assumes the sole responsibility for the condition, use, operation, maintenance, underletting and management of the Premises, and Landlord shall have no responsibility in respect thereof and shall have no liability for damage to Tenant's personality or any subtenant of Tenant on any account or for any reason whatsoever. Except as otherwise expressly provided for in this Lease, this Lease shall not terminate, nor shall Tenant have any right to terminate, rescind or void this Lease or to be released or discharged from any obligations or liabilities hereunder for any reason, including, without limitation: (i) any damage to or destruction of the Premises; (ii) any restriction, deprivation (including eviction) or prevention of, or any interference with, any use or the occupancy of the Premises; (iii) any condemnation, requisition or other taking or sale of the use, occupancy or title of or to the Premises; (iv) any action, omission or breach on the part of Landlord under this Lease or under any other agreement between Landlord and Tenant; or (v) the inadequacy or failure of the description of the Premises to demise and let to Tenant the property intended to be leased hereby. Tenant will remain obligated under this Lease in accordance with its terms, and will not take any action to terminate, rescind or void this Lease as a result of any bankruptcy, insolvency, reorganization,

liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord, or any action with respect to this Lease which may be taken by any receiver, trustee or liquidator or by any court.

**Section 5.3 Calculation of Annual Rental Amounts.**

Annual rent is calculated as follows:

NNN Absolute Lease (\$20,000/acre/year) (11.91 acres)	\$238,200
BoA Debt Service (80% total debt of \$157,250/year)	\$125,800
Payment in Lieu of Taxes for City Services (See Note)	\$140,300
Total Rent	\$504,300
Minus 20% rent credit for BI Student population	\$100,860
Adjusted Annual Rent	\$403,440

Note: PILOT calculation is based on the Cost of Emergency Services. Total City General Fund Budget is \$6,680,398. Current Police and Fire costs equal \$3,975,749 or 60% of the GF Budget. Taxes that would be assessed to the Main Campus, BoA Property and Oasis Property total \$233,800. PILOT would be \$140,300 (60% of Taxable Value)

Section 5.4 Rent Adjustments: Once every 3 years of the Term starting with the 20\_\_ school year, the Annual Rent shall be adjusted based on the current student count, per student state charter school operating funds and CPI for that year.

*Alternative Language: Rent Adjustment: The Parties will in good faith seek to renegotiate the Annual Rent for two additional 5-year extension of the Lease Agreement. The Parties acknowledge that the amount of Annual Rent for the additional 5-year term shall be reasonably related to the state operational funding that Tenant receives in order to operate the School. In the event the Parties are unable to agree on the Annual Rent by the 120th day prior the end of the initial term or any term extensions, then each Party shall select a commercial leasing professional with experience in, or knowledge about, negotiating leases for charter schools and who understands the state charter school funding formulas (herein referred to as "Charter Lease Knowledge"). These professionals shall have until 90 days to determine the Annual Rent for the 5-year extension period. If these professionals are unable to agree, then within 10 days of the expiration of the aforesaid 90-day period the professionals will mutually agree upon and select another commercial leasing professional with Charter Lease Knowledge. This third professional shall make the determination of the Annual Rent for the 5-year extension period, and said determination will be binding on the Parties.*

Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts which Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or

other sums which may be added for late payment thereof, shall constitute “**Additional Rent**” hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by Tenant to Landlord hereunder are collectively referred to as the “**Rent**”. All Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease.

Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage shall (i) bear 5% interest from the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

Section 5.7 Rent Credits: Rent Credits shall be based on the number of Belle Isle Students enrolled at the beginning of the school year as a percentage of the total student enrollment to a maximum rent credit of 33%.

Section 5.8. Payments.

(a) Rent shall be paid from Charter School Revenues, provided, however, that nothing in this Lease shall be construed as prohibiting the Tenant from making any payment hereunder from other legally available revenues of the Tenant to the extent Charter School Revenues are insufficient therefore.

(b) All Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when the same shall become due and payable, each and every item of expense, of every kind and nature whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Property, or for the payment of which Landlord is, or shall or may be or become, liable by reason of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, including any sales tax imposed on the rental payments hereunder or under a sublease, occupational license taxes, water charges, sewer charges, assessments of any nature and all other governmental impositions and charges of every kind and nature whatsoever (collectively, the “**Taxes,**” and individually, a “**Tax**”), when the same shall be due and payable without penalty or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord shall be, except as specifically provided for herein, free from all expenses in any way related to the Premises and the use, maintenance, or occupancy thereof.

Section 5.10. Pledge By Tenant. In order to secure the payment in full of the Bonds and payment of all sums due or to become due under this Lease, including advances which may be made in the future, and to secure the performance by the Tenant of all the covenants expressed or implied by this Lease (a) the Tenant hereby grants, bargains, sells, conveys and mortgages unto the Landlord, to the extent permitted by law and subject to any and all Permitted Encumbrances, all of the Tenant's interest in the Project and the facilities, buildings, fixtures, equipment, personal property of every kind in connection therewith, and other

improvements located or to be constructed thereon, and any fixtures or appurtenances now or hereafter erected thereon; together with all rents and leases, profits, royalties, mineral rights, geothermal resources, oil and gas rights and profits, easements and access rights, now owned or hereafter acquired by, used by or belonging to the Tenant, or in any way connected with the Project, all of which are declared to be a part of said Project, and all of the Tenant's rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to the Project, subject to Permitted Encumbrances, and (b) the Tenant hereby pledges and grants to the Landlord, to the extent permitted by law and subject to any and all Permitted Encumbrances, a present security interest, within the meaning of the Florida Uniform Commercial Code in the Charter School Revenues, whether now owned or hereafter acquired, and including the products and proceeds of the same.

The foregoing provisions of this Section 5.4 constitute an absolute and unconditional present assignment of the Charter School Revenues, subject however to the conditional permission hereby given to the Tenant to collect and use Charter School Revenues so long as no Event of Default under this Lease shall have occurred and be continuing, upon which Event of Default that permission shall automatically terminate; provided that the existence or exercise of any privilege of the Tenant granted pursuant to that permission shall not be construed and shall not operate to subordinate the assignment made or the security interest granted in this Section 5.4, in whole or in part, to any subsequent assignment made or security interest granted by the Tenant. The assignment, security interest and agreement to pay shall not inhibit, and this Lease allows (except as otherwise herein provided), the sale or other transfer of such Charter School Revenues for Tenant expenditures, provided that an Event of Default shall not have occurred and be continuing or occur on account of such sale or transfer.

**ARTICLE VI**  
**USE AND MAINTENANCE OF PREMISES**

Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the maintenance, repair, and operation of an elementary school (prekindergarten through fifth grade) and a middle school (sixth through eighth grade) currently consisting of eight (8) buildings and related ancillary facilities and improvements (collectively, sometimes herein referred to as the “**School**”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “**Permitted Use**”). Notwithstanding the foregoing, Tenant hereby grants the Landlord the right to use the Leased Premises, including, without limitation, the School facilities, during non-school hours, for any purpose, including, without limitation, for government services, to the extent that such use does not interfere with Tenant’s after-hour school activities (“**City Use of the Schools**”).

- a. Tenant agrees that, unless and to the extent that it shall obtain Landlord’s prior approval (which may be withheld in Landlord’s absolute discretion), it will not use the Premises, nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted under applicable zoning regulations, or (ii) would void insurance policies required to be carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material, permanent damage to the structural components of the Building, or (iv) would violate the Permitted Encumbrances, or (v) would violate Tenant’s obligations regarding the storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or (vi) would involve the storage or sale of gasoline (in no event, however, shall the terms of

this Section 6.1 or any other provision of this Lease prohibit Tenant from installing, maintaining, or operating one or more stand-by emergency generators or gas-operated maintenance equipment on the Property, provided that such activities are conducted in compliance with all applicable Legal Requirements, as defined below, Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below) and only reasonably necessary amounts of fuel are stored at the Property). Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the Property.

- b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations, and requirements (“**Legal Requirements**”) of all federal, state, county and municipal governments which may be applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary, even if the same shall require structural or extraordinary repairs, alterations or additions. Tenant accepts the Premises in the actual condition in which the same are as of the Commencement Date. If the use of the Property becomes a non-conforming use, Tenant shall not permit such use to be discontinued or abandoned. Tenant shall comply and have sole responsibility for complying with the provisions of the Americans with Disabilities Act as now promulgated or as amended after the date hereof and any similar type of legislation, federal, state or local or other legislation hereinafter promulgated or hereinafter amended by any governmental authority applicable to the Premises. Tenant and Guarantor each is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list and is in compliance with OFAC, (ii) not an entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) not an “Embargoed Person”, (iv) in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government that is an Embargoed Person and no Embargoed Person has any interest in Tenant.
- c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance; (b) activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities; (c) activities that the City determines adversely affect the health, safety, morals, welfare, and morale; or (d) partisan political activities.

Section 6.2. Delivery of Premises. Tenant has inspected all portions of the Leased Property and agrees (a) to accept possession of the Leased Property in the "as is" condition existing on the Commencement Date (Exhibit C), (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Property except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the Premises shall be



conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Property in its then current condition and that all portions of the Leased Property were in a good and satisfactory condition at the time such possession was taken.

Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now or hereafter erected thereon and shall not do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other Improvements (including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and lawful order and in at least as good condition as such premises are in on the Commencement Date but subject to reasonable wear and tear. When used in this Article, the term “repairs” shall include replacements, capital improvements or renewals when necessary. Tenant shall keep and maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.

Section 6.4. Cleaning: Refuse and Rubbish Removal. Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Property in a clean condition, (b) cause the Premises and the Buildings to be treated for pests with such frequency and in such manner as to prevent the existence of vermin or other infestation, and (c) cause Tenant's garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.

Section 6.5. Landlord's Right of Access. Landlord and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Property, (b) to show all or any portion of the Premises to prospective Tenants, subtenants or licensees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Property (i) as Landlord may deem necessary or appropriate or (ii) which Landlord may elect to perform following Tenant's failure to perform. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Property, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Property is subject to compliance with all applicable background screening requirements of state and federal law. Notwithstanding anything herein to the contrary, at any time that all or any portion of the Leased Property is not being used for school-related purposes (such as after Charter School hours, weekends, etc.), the Landlord shall have the right to enter and occupy the Premises, or such portion thereof, including, without limitation, the right to sublease or license the use of same for any lawful

purpose. Landlord shall provide Tenant advance notice of such use to ensure the availability of all or any portion of the Leased Property. Landlord shall not use or allow the use or occupancy of the Leased Property for any unlawful purpose nor shall Landlord do or permit any act or thing at the Leased Property which would constitute a public or private nuisance or waste.

Section 6.6. Compliance with Law. Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Property or the occupancy of all of the portions of the Leased Property (collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the Leased Property or any portions thereof to violate any Legal Requirements.

**ARTICLE VII**  
**ALTERATIONS AND IMPROVEMENTS**

Section 7.1 Tenant Improvements. Prior to any improvements or alterations and any repairs beyond preservation and maintenance of existing operating conditions to the School, Tenant must submit plans and designs for any proposed improvements, alterations or changes to the Leased Premises for the Landlord’s review and evaluation. After completion of the review and evaluation process and in accordance with all applicable laws, a “**Notice to Proceed**” with all applicable conditions will be issued by the Landlord to Tenant. The Notice to Proceed will not be unreasonably conditioned, delayed or withheld. Such improvements or alterations to be constructed by Tenant after its receipt of the Notice to Proceed (the “**New Improvements**,” together with the improvements existing as of the Effective Date are collectively referred to herein as the “**Improvements**” or the “**School**”) must comply with all Applicable Laws (as hereinafter defined) and City requirements.

Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable. During the Term, the Tenant shall have the right at its sole cost and expense, to install such of its own machinery and equipment (“**Tenant Equipment**”), to make improvements, and to attach such removable fixtures including but not limited to Tenant Equipment in, on, below or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the event of termination of this Lease by the Landlord, the Tenant shall have a reasonable period of time following the effective termination date to remove such property, including the Tenant Equipment. The installation of Tenant Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

Section 7.3. Improvements. Except as expressly permitted in this Lease, Tenant will not make any alteration, addition or improvements or install any fixtures (collectively "Alterations") in or to any portion of the interior or exterior of the Leased Property without first obtaining the prior written consent of Landlord. Tenant shall cause all Alterations permitted by Landlord to be made by qualified, licensed and insured contractors and conform to all Legal Requirements. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations to the Leased Property that do not affect the structural integrity of the Buildings without the consent of the Landlord.

Section 7.3. Covenant Against Liens. Tenant shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes, including all legal and other expenses of Landlord, including counsel fees, in defending or

commencing any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate, shall become due and payable forthwith by Tenant to Landlord.

Section 7.4 Notices Nothing in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises. Notice is hereby given that Landlord shall not be liable for any labor or material or services furnished or to be furnished to Tenant upon credit, and that no mechanic’s or other lien for such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the Premises during the course of any Alterations such written notices as are necessary to effect the terms of this Section 7.4 or are otherwise necessary in Landlord’s reasonable opinion to prevent any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease pursuant to Florida Statutes 713.

Section 7.5 Payment and Performance Bonds. Prior to commencement of construction on the Leased Premises, which the Landlord, in its discretion, reasonably considers material or substantial, and as a condition to obtaining a Notice to Proceed, Tenant shall provide to the Landlord one or more bonds obtained by the general contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor) ensuring payment and performance of that general contractor’s obligations under the prime construction contract directly between that general contractor and the Tenant with respect to the construction covered by the Notice to Proceed to be issued pursuant to this Lease. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of the total cost of constructing the portion of the Improvement covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvement in accordance with final construction plans and specs that have been approved by the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an obligee on such bonds as its interests may appear. A “**Qualified Surety**” is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best’s Insurance Reports.

Section 7.6. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Property for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

**ARTICLE VIII**  
**DESTRUCTION AND CONDEMNATION**

Section 8.1. Destruction of Premises. If any of the Buildings are totally or partially damaged or destroyed from any cause, Tenant shall give prompt notice to Landlord, and the damage shall be repaired by Landlord, at its expense but through the use of any proceeds from policies of insurance maintained by Tenant, to substantially the condition that existed prior to the damage. None of the Tenant's obligations to make payments of the Rent shall be abated in whole or in part during any period of repair or restoration. Notwithstanding the foregoing, if any of the Buildings are totally damaged or are rendered wholly untenable, or if any of the Buildings are so damaged that substantial alteration, demolition, or reconstruction is required, then in either of such events Landlord may, not later than 60 days following the date of the damage, give Tenant a notice terminating this Lease with respect to the Leased Property upon which such of the Buildings is located. If this Lease is so terminated, (a) the Term with respect to such portion of the Leased Property shall expire upon the date set forth in Landlord's notice, which shall not be less than 30 days after such notice is given, and Tenant shall vacate such portion of the Leased Property and surrender the same to Landlord no later than the date set forth in the notice, (b) all proceeds of policies of insurances maintained by Tenant with respect to such portion of the Leased Property shall become the property of Landlord and (c) this Lease shall remain in effect and unchanged with respect to of the remainder of the Leased Property and the Leased Property associated therewith. Additionally, in the event that any of the Buildings are totally or partially destroyed or condemned within the last six (6) months of the then current Term, then Tenant shall have the right, at its sole discretion, to deliver to Landlord any insurance proceeds received by or payable to Tenant with respect thereto and terminate this Lease with respect to such portion of the Leased Property. In such event, the Lease shall be terminated with respect to such portion of the Leased Property as of the date the insurance proceeds are delivered to Landlord.

Section 8.2. Eminent Domain. In the event any of the properties that make up the Leased Property are totally condemned by any political body having the power of eminent domain, this Lease shall terminate with respect to such property on the date of vesting of title in such proceedings and the entire proceeds from such condemnation award shall become the property of Landlord without deduction. In the event any of the properties that make up the Leased Property are partially condemned by any political body having the power of eminent domain, the entire proceeds from such condemnation award shall be allocated to Landlord without deduction. Nothing in this Section shall give Tenant a right of termination.

Section 8.3. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof. In no event shall Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Property without the written consent of the

**ARTICLE IX  
UTILITIES**

Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, all communication services, trash collection and all other utility services used, rendered or supplied to or in connection with the Leased Property during the Term. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Property for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor shall there be any allowance to Tenant for a diminution of rental value, nor shall the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations. Tenant hereby acknowledges and agrees that the Landlord shall not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Tenant shall be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Tenant shall be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the foregoing, the Landlord may but is not required to, via written agreement pursuant to an in accordance with all the terms, conditions, and requirements of applicable laws provide Tenant with utility services on a reimbursable basis.

**ARTICLE X  
TRANSPORTATION**

Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost and expense, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on the Leased Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees shall have ingress/egress access to the Leased Premises as determined by the Tenant to the subject property as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Access Areas**”). The Landlord shall not be responsible nor incur any cost or expense for providing transportation or bussing services for the Tenant or the Leased Premises or for the benefit of the Tenant’s operations thereon. In the event Tenant provides bus or transportation services to its students, Tenant shall do so at its sole cost and expense, and shall ensure that any such bus or transport servicing students outside the Leased Premises access the Leased Premises via the Access Areas.

**ARTICLE XI  
GENERAL LIABILITY AND INSURANCE**

Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees, subtenants, licensees, invitees and contractors, and all persons claiming by and through them hereby waive, release and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings,

judgments, and other expenses (including attorneys’ and experts’ fees and expenses) against the Landlord and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises or arising from the exercise of the rights granted to Tenant or performance of any obligation required by or for the Tenant under this Lease, including: (i) any interruption or stoppage of any utility services; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with Tenant’s business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Landlord of any right or the performance of any obligation under this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier termination of this Lease.

Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries or death of the Tenant’s officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them. It is the intent of the Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss or damage arising out of the use of the Leased Premises.

Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and the extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Tenant, the Tenant’s officers, agents, servants, employees, or others (excluding those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the “Tenant Parties”), or the activities conducted by or on behalf of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the conduct of activities or the performance of responsibilities under this Lease. Upon the request of the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from the Tenant’s employees, students, contractors, vendors, officers, agents, servants, or other invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire period of daily school operations; this does not include persons or entities who may be on the Leased Premises for periods of less than the entire period of daily school operations. Such agreements will be provided by the Landlord (City) for Tenant’s use. If upon request of the Landlord (City) to obtain such agreements and upon request of Tenant to execute such agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the person or entity access to the Leased Premises; however, the Tenant will notify the Landlord (City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require Tenant to coerce or encourage parties to execute these agreements.

Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease, Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during

the Term of this Lease, the types of insurances with such coverage and in such form as specified in Exhibit B attached hereto and incorporated herein by this reference (collectively, the “**Required Insurances,**” **Exhibit B**). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible).

Section 11.5. Insurance Requirements. All insurance required to be carried pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by each party pursuant to this Article and Exhibit \_\_. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of such policy.

**ARTICLE XII**  
**ENVIRONMENTAL**

Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or other user of Landlord, to be in violation of any Environmental Laws. During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Tenant's use of the Leased Premises. As used herein, “**Environmental Laws**” shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Florida and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”)



(42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act (“RCRA”); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state statutes and City ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Tenant shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, “**Hazardous Substances**” are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Landlord. Except as otherwise expressly provided in this Lease,

Section 12.2. Use of Hazardous Materials. Neither Tenant nor Landlord shall, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Property or transport to or from the Leased Property any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances", "hazardous wastes", or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section I 07(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.

Section 12.4. Responsibility. Landlord Tenant assumes all responsibility for and indemnifies and holds Landlord and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses,

and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Tenant's failure to comply with any Environmental Laws or Tenant's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees, contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise to Landlord liability, civil or criminal, or other responsibility under Environmental Laws. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Property. The foregoing indemnities shall survive the termination or expiration of this Lease.

**ARTICLE XIII**  
**COVENANTS OF THE TENANT**

Section 13.1. Books, Records and Annual Reports. The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the public. The operational manager of the school (currently Academica Central Florida, LLC) shall keep physical copies of all books, records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph Avenue, Belle Isle, FL 32809 if the operational manager's main office is not physically located within Orange County. Tenant and Tenant's representatives will comply with Chapter 119, Public Records, of the Florida State Statutes.

Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during the term of this Lease it will maintain its corporate existence, will maintain no less than 33% of voting seats on the Board appointed by the City Council without CCA Board confirmation; will continue to be a not- for-profit corporation duly qualified to do business in the State, will not change the control structure of its governing board, merge or consolidate with, or sell or convey, except as provided herein, all or substantially all of its interest in the corporation to, any Person unless (i) it first acquires the written consent of the Landlord to such transaction, and the Landlord (City) agrees to put the question to a referendum vote of the registered voters of the City of Belle Isle. All costs associated with the referendum will be paid by the Tenant. If the referendum passes, the acquirer of the interest the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(a) shall assume in writing the performance and observance of all covenants and conditions of this Lease;

(b) shall provide the Landlord with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any

pending litigation other than that arising in the ordinary course of business, or has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto;

(c) shall deliver to the Landlord within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(d) shall continue to maintain no less than 33% of voting seats on the Board appointed by the City Council without CCA Board confirmation.

(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to the Landlord (i) the entity can continue to operate the Charter Schools as charter schools in accordance with the Charter School Law and that the entity is entitled to receive the Charter School Revenues, (iii) the Debt Service Coverage Ratio for the last Charter School Fiscal Year for which Audited Annual Financial Statements are available, after giving effect to the proposed consolidation, merger, sale or conveyance, would have been at least 1.20 and (iii) and that any rating on the Bonds will not be lowered, suspended or withdrawn.

Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.

(a) Financial Reports, Enrollment Reports and Charter Compliance Reporting. The Tenant shall provide to the Landlord as soon as is practicable, and published on the Tenant’s website within ten (10) business days, the following information: (A) the amount of money that the Tenant will receive from the State (which may consist of copies of Florida Department of Education forms showing amounts due to the Tenant); (B) a copy of the Tenant's annual budget, certified by the Tenant, on or before September 15 of each Charter School Fiscal Year, commencing September 15, 2021; (C) on or before March 15 and September 15 of each Charter School Fiscal Year, commencing March 15, 2021, a copy of the semi-annual budget for such semi-annual period and a statement comparing actual expenditures to budgeted expenditures for the immediately preceding semi-annual period, (D) enrollment numbers including the ratio of Belle Isle students to total enrollment for each Charter School; (E) copies of any written complaint notifications from the School Board, along with the Tenant's responses thereto, within ten days of receiving such complaint notifications and responding thereto; (F) notices of any meetings in which the Tenant is before the School Board for issues of non-compliance along with the minutes of such meetings and any responses provided by the Tenant.

(b) Annual Compliance Certificate. The Tenant will deliver to the Landlord within 90 days after the end of each Charter School Fiscal Year a certificate executed by an Authorized Representative of the Tenant stating that:

(i) A review of the activities of the Tenant during such Charter School Fiscal Year and of performance hereunder has been made under his or her supervision; and

(ii) He or she is familiar with the provisions of this Lease, and to the best of his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Charter School Fiscal Year, and there have been no defaults under this Lease or, if there has been a default in the fulfillment of any such obligation in such Charter School Fiscal Year, specifying each such default known to him or her and the nature and status thereof and the actions taken or being taken to correct such default.

(c) Debt Service Coverage Ratio. Within 30 days of the completion of the Annual Financial Statements, commencing with the Annual Financial Statements for the Charter School Fiscal Year ending June 30, 2021, the Tenant will deliver to the Landlord evidence of the Debt Service Coverage Ratio, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements. The Tenant covenants to maintain a Debt Service Coverage Ratio for each Charter School Fiscal Year, commencing with the Charter School Fiscal Year ending June 30, 2021, of at least 1.20. If any such Debt Service Coverage Ratio is below 1.20, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing the Debt Service Coverage Ratio to at least 1.20. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenants hereunder; provided, however, that notwithstanding the foregoing, it shall be a default hereunder regardless of the engagement of an Independent Consultant if the Debt Service Coverage Ratio is below 1.00 for any Charter School Fiscal Year.

(d) Contracts to Comply with Tax Covenants. Any contract entered into between the Tenant or Landlord and any Independent Consultant pursuant to this Section must meet the requirements of the Tax Certificate and the Code.

(e) Additional Documents Upon Request. The Tenant will provide the Landlord with any of the documents specified in this Section in a timely manner upon request.

Section 13.5. Authority of Authorized Representative of the Tenant. Whenever under the provisions of this Lease the approval of the Tenant is required, or the Landlord is required to take some action at the request of the Tenant, such approval or such request shall be made by the Authorized Representative of the Tenant unless otherwise specified in this Lease. The Landlord shall be authorized to act on any such approval or request and the Tenant shall have no complaint against the Landlord as a result of any such action taken in accordance

with such approval or request. The execution of any document or certificate required under the provisions of this Lease by an Authorized Representative of the Tenant shall be on behalf of the Tenant and shall not result in any personal liability of such Authorized Representative.

Section 13.6. Authority of Authorized Representatives.

(a) Whenever under the provisions of this Lease the approval of the Landlord is required, or the Tenant is required to take some action at the request of the Landlord, such approval or such request shall be made by the Authorized Representative of the Landlord unless otherwise specified in this Lease. The Tenant shall be authorized to act on any such approval or request and the Landlord shall have no complaint against the Tenant as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease by an Authorized Representative of the Landlord shall be on behalf of the Landlord and shall not result in any personal liability of such Authorized Representative.

(b) Whenever under the provisions of this Lease the consent or approval of the Landlord is required, or the Tenant is required to take some action at the request of the Landlord, such approval or such request shall be made by the Authorized Representative of the Landlord unless otherwise specified in this Lease. The Tenant shall be authorized to act on any such approval, consent or request and the Landlord shall have no complaint against the Tenant as a result of any such action taken in accordance with such approval, consent or request. The execution of any document or certificate required under the provisions of this Lease by an Authorized Representative of the Landlord shall be on behalf of the Landlord and shall not result in any personal liability of such Authorized Representative.

Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

Section 13.8. Right to Inspect. Following reasonable notice to the Tenant, at any and all reasonable times during business hours, the Landlord and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Charter Schools and the Leased Property, including all books and records of the Tenant (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its programs, admission policies and employment practices and all other operations. The Tenant will also comply with all applicable state and federal laws concerning discrimination of any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status .

Section 13.10. Days Cash on Hand. On each June 30, commencing June 30, 2021, the Tenant shall have a balance of cash and unrestricted available funds on hand in an amount at least equal to 45 Days Cash on Hand. Within 30 days of the completion of the Annual Financial Statements, the Tenant Landlord will deliver to the Landlord evidence of the Days Cash on Hand as of such June 30, which evidence may be in the form of a certificate of a Certified Public Accountant or included in the notes to the Annual Financial Statements.

a. If the balance of cash and unrestricted available funds on hand is less than an amount at least equal to 45 Days Cash on Hand, the Tenant covenants to retain and, at its expense, within one hundred fifty (150) days of the end of such Charter School Fiscal Year, an Independent Consultant to submit a written report and make recommendations (a copy of such report and recommendations shall be filed with the Landlord), within ninety (90) days such Independent Consultant is retained, with respect to revenues or other financial matters of the Tenant which are relevant to increasing cash and unrestricted available funds on hand to at least 45 Days Cash on Hand. The Tenant agrees to use all commercially reasonable efforts to adopt and follow the recommendations of the Independent Consultant (excepting the instance when an Opinion of Counsel, addressed to the Landlord, is obtained excusing such actions by the Tenant as violative of applicable law). So long as the Tenant engages an Independent Consultant and uses commercially reasonable efforts to follow the Independent Consultant's recommendations as provided above, the Tenant will be deemed to have complied with its covenant hereunder.

Section 13.11. Transfer of Assets. Other than payments and Transfers contemplated by this Lease, the Tenant agrees that it will not Transfer Charter School Revenues, other than in the ordinary course of Tenant's business, or other assets of the Tenant.

Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of Florida Statutes §1 002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder are indefeasibly paid and satisfied in full.

Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien (other than Permitted Encumbrances).

**ARTICLE XIV**  
**DEFAULT**

Section 14.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Tenant to make any cash payment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Tenant hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Tenant (“**Notice of Default**”).

(b) Failure of Tenant to keep, observe, or perform any term, condition, or provision this Lease, which failure is not remedied within (30) days after receiving Notice of Default,

provided, however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be in default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of the Notice of Default Landlord.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) Making of any offer or giving of any gratuities in the form of entertainment, gifts, or otherwise, by the Tenant, or any agent or representative of the Tenant, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; and

(e) If the Leased Property or more than fifty percent (50%) of the area of the Buildings shall become vacated, deserted or abandoned (and the fact that any of Tenant's property remains in the Leased Property shall not be evidence that Tenant has not vacated, deserted or abandoned the Leased Property) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion or abandonment. Without limitation, holidays, school breaks, including summer breaks, do not constitute vacation, desertion or abandonment.

(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(g) Any representation or warranty made by the Tenant herein or made by the Tenant in any statement or certificate furnished by the Tenant either required hereby or in connection with the execution and delivery of this Lease and the sale and the issuance of the Bonds, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(h) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting

Principles.

(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant’s contractors, sub-contractors, agents, representatives, or employees in connection with Tenant’s exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days

(j) The termination of either Charter Contract either by its terms or for any other reason.

Section 14.2. Remedies and Termination.

(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may in its sole and absolute discretion pursue any remedies as may be available to the Landlord at law or in equity.

(b) Termination.

a. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.

The Landlord shall have the right to recover all unpaid Rent and other payments earned by Landlord prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Landlord’s damages, costs and expenses incurred, including reasonable attorneys’ fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 shall be deemed to terminate this Lease unless written notice of termination, (a “**Notice of Termination**”) is given by the Landlord to Tenant.

The rights and remedies herein conferred upon or reserved to Landlord shall not be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Tenant by the Landlord at any time when Tenant is in default under this Lease shall not be



construed as a waiver of such default or of Landlord’s right to exercise any remedy arising out of such default, nor shall any waiver of indulgence granted by the Landlord to Tenant be taken as an estoppel against the Landlord, it being expressly understood that the Landlord may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, shall survive expiration or earlier termination of this Lease.

a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Landlord may exercise the aforementioned right by providing written notice of the same to Tenant two (2) years prior to the Expiration Date or in the Landlord’s Notice of Termination. Tenant shall execute any and all documentation necessary to convey all right title and interest in said Improvements to be so retained by the Landlord.

b. Demolition and Removal of Improvements. In the event the Landlord does not exercise its right to retain the Improvements, then within one hundred eighty (180) days after the Expiration Date or termination date of this Lease (the “**Removal Period**”), Tenant shall demolish and/or remove, any and all the improvements placed, constructed or installed on the Leased Premises by or for the benefit of Tenant and any and all improvements placed, constructed or installed on the Installation (outside the Leased Premises) by Tenant or for the benefit of Tenant and Tenant shall restore the Leased Premises and the Access Area(s) to a condition substantially similar to the condition they existed in on the Lease Effective Date; reasonable wear and tear excepted. Notwithstanding the foregoing or anything to the contrary in this Lease, the Landlord may, in its sole discretion, require Tenant to remove all improvements from the Leased Premises, whether or not existing as of the Effective Date, and restore the Leased Premises to the condition that existed before the construction of improvements on the Leased Premises, whether such construction was performed by Tenant or a predecessor of Tenant in the operation of school(s) on the Leased Premises. If the Tenant shall fail comply with the requirements of this section, then, at the option of the Landlord, the Improvements shall either become the property of the Landlord without compensation or cost to the Landlord, or the Landlord may cause it to be removed and the Leased Premises and Access Area(s) to be so restored at the expense of the Tenant, and no claim for damages against the Landlord or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Tenant’s surrender of the Improvements shall not be deemed to be a payment of rent in lieu of any Rent due under this Lease.

c. Demolition Reserve Account. To secure performance of the Tenant’s requirement to demolish and remove all Improvements and restore the Leased Premises and the Access Area(s), Tenant shall, no later than two (2) years prior to the Expiration Date or no later than thirty (30) days after receipt of a Notice of Termination from the Landlord or any delivery of notice of termination by Tenant to the Landlord pursuant to this Lease, establish an escrow account into which Tenant shall deposit all funds necessary and required to comply with the requirements of this Section (the “**Demolition Reserve**

**Account**”). The Demolition Reserve Account shall be established at a national banking institution or commercial escrow holder approved by the Landlord. The amount of funds deposited into the Demolition Reserve Account shall be established by a written estimate issued by a qualified construction and demolition expert approved by the Landlord, to be reviewed and approved by the Landlord, for all costs of demolishing and removing all Improvements on the Leased Premises and the Access Area(s) and restoring the Leased Premises and Access Area(s) to a condition substantially similar to the condition they were in on the Effective Date, reasonable wear and tear excepted (the “**Demolition Cost Estimate**”). The Demolition Reserve Account shall be established by written escrow agreement mutually agreed and entered into by the Tenant and the Landlord (the “**Demolition Reserve Account Escrow Agreement**”). The Demolition Reserve Account Escrow Agreement shall provide that funds in the Demolition Reserve Account shall be used solely to fulfill Tenant’s obligations under this Section and provide that all disbursements from the Demolition Reserve Account shall be made upon Tenant’s written direction to the escrow holder with the consent of the Landlord, provided that upon the occurrence of an Event of Default and the expiration of any applicable cure period provided for in this Lease, all disbursements from the Demolition Reserve Account shall be made solely upon the Landlord’s written direction to the escrow agent without the consent of Tenant, or any other person. The Demolition Reserve Account Escrow Agreement shall provide that Tenant grants to the Landlord a continuing first lien security interest in and to all of Tenant’s right, title, and interest in the Demolition Reserve Account, as well as all funds held, or designated for deposit in the Demolition Reserve Account, whether then owned, existing, or thereafter acquired, and regardless of where located, as security solely for the performance of Tenant’s obligations under paragraph (a) of this Section and not as security for any other obligation of Tenant to Landlord. Tenant shall not grant or allow any other security interests in, liens to, or encumbrances on the Demolition Reserve Account or the funds in it. Tenant shall deliver to the Landlord for filing one or more financing statements, as necessary, in connection with the Demolition Reserve Account in the form reasonably required by the Landlord to properly perfect its security interest in the Demolition Reserve Account, and shall keep the lien secured by such statements perfected at all times during the existence of the Demolition Reserve Account in accordance with the laws of the State of Florida. Tenant shall deliver to the Landlord, within ten (10) days after filing, the original and any amendments to, and continuations of, any financing statement. Except as otherwise expressly provided in the Demolition Reserve Account Escrow Agreement, Tenant shall be solely liable to the escrow agent for the fees and expenses related to the Demolition Reserve Account.

d. Closeout Reports. To demonstrate Tenant’s compliance with obligations and requirements of this Lease, Tenant shall, at its sole cost and expense, provide a Final Physical Condition Report and the EBS Reports (each as herein after defined and collectively referred to as, the “**Closeout Reports**”). In the event that the Closeout Reports identify a physical or environmental condition on or at the Leased Premises and/or the Access Area(s) arising or due to the actions or inactions of Tenant, its employees, agents, contractors, licensees, or invitees or otherwise their use and occupancy of the Leased Premises, Tenant shall (at its sole cost and expense) promptly undertake and pursue diligently to completion any remedial measures required by the Landlord or any Landlord authority having jurisdiction.

i. No later than sixty (60) days prior to the later of: (a) the Expiration Date or earlier

termination date of this Lease, or (b) the expiration of the Removal Period, if the Landlord does not exercise its right to retain any or all the Improvements, Tenant shall prepare a final physical condition report setting for the physical appearance and condition of the Leased Premises as of the Expiration Date of this Lease or the expiration of the Removal Period, whichever is later, to be mutually agreed to and signed by the Parties (the “**Final Physical Condition Report**”). The Landlord may compare the Final Physical Condition Report to the Initial Condition Report to identify changes regarding the physical condition of the Leased Premises and the Access Area(s) during the Term of this Lease.

- ii. No later than sixty (60) days prior to the latter of: (a) the Expiration Date or earlier termination date of this Lease, or (b) the expiration of the Removal Period, if the Landlord does not exercise its right to retain any or all the Improvements, Tenant shall commence a Phase I Environmental Baseline Survey (“**Phase I EBS**”) in accordance with any standards recognized or required by the Landlord at the time. If the Phase I EBS reveals any areas of environmental concern that were not based upon matters disclosed in the Landlord’s Environmental Documents and which, in the Landlord’s reasonable discretion, warrant further investigation, Tenant shall, at its sole cost and expense, commence a Phase II Environmental Baseline Survey (“**Phase II EBS**”) in accordance with the reasonable instructions and standards recognized or required by the Landlord at the time, including sampling and analysis of soil and groundwater, necessary to determine whether or not contamination has occurred. Copies of the Phase I EBS and the Phase II EBS and any other supplemental EBS reports made pursuant to this Section (collectively, the “**EBS reports**”) shall be certified to be for the benefit of the Landlord by the duly authorized, licensed, and qualified environmental consultant performing or creating the EBS reports. The Landlord may compare the EBS Reports to the Environmental Documents to identify any environmental conditions which may have occurred on the Leased Premises and the Access Area(s) during the Term of this Lease.

Section 14.5. No Recourse. Tenant shall look solely to Charter School revenues for satisfaction of any remedy it may have against Landlord and shall not look to any other assets of Landlord or of any other person, firm or corporation. There shall be absolutely no personal liability on the part of any present or future council member, officer, agent, employee, or representative of the Landlord, or the like, or any of its successors or assigns, with respect to any obligation of Landlord hereunder.

Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees.

Section 14.7. Landlord's Defaults. Upon a default by Landlord under this Lease, Tenant shall have all rights and remedies available under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Rent.

Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PROPERTY, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party shall be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

Section 14.10. Indemnification. To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, Tenant covenants and agrees, at its sole cost and expense, to indemnify and save harmless the Landlord-Related Parties (as defined in this Section 6.1 below) and Mortgagee against and from any and all loss, cost, damage, or claims by or on behalf of any person, firm, or corporation (a) from the conduct or from management of or from any work or thing whatsoever done in or about the Premises during the Term hereof, (b) from the operation, management, maintenance, repair, use, or occupation of the Premises, and the condition of any building or other Improvements on the Premises, (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, and (d) from any act, whether or not negligent, by Tenant, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever occurring during the Term hereof in or about the Premises. In case any action or proceeding be brought against the Landlord-Related Parties by reason of any such claim Tenant, upon notice from the Landlord-Related Parties, covenants to resist or defend such action or proceedings by counsel chosen by Tenant, but reasonably satisfactory to Landlord. As used in this Lease, the term "**Landlord-Related Parties**" shall mean, collectively, Landlord and the Landlord's shareholders, directors, officers, partners, members, employees, representatives, agents, and their successors and assigns.

Section 14.11. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any amounts by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing by that party.

Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease, any prevention, delay or stoppage caused by fire, earthquake, explosion, flood, hurricane, the elements, or any other similar cause beyond the reasonable control of the party from whom

performance is required, or any of their contractors; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war, invasion, insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods, equipment, services, utilities or labor shall excuse the performance of such party for a period equal to the duration of such prevention, delay or stoppage; provided, however that (i) in no event shall financial incapability excuse the performance of either party, (ii) the terms of this Section 14.12 shall in no event excuse Tenant’s obligation to timely pay Annual Rent and the other sums owing under this Lease.

Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that Landlord shall not be liable to Tenant, or any one claiming by, through or under Tenant, for any defect in the Premises, or any buildings, building components, fixtures, apparatuses and personal property located thereon latent or otherwise for any injury, loss or damage to any persons or to the Premises, or to any property of Tenant, or of any other person, contained in or upon the Premises, caused by or arising or resulting from such defect.

**ARTICLE XV**  
**GOVERNMENT RIGHTS**

Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the City over the Leased Premises relating to the security or the health, welfare, safety, or security of persons on the Leased Premises, as established in law, regulation, or ordinances.

Section 15.2 Government Continued Right of Entry. In addition to the City’s Use of the Schools as set forth in Section 6.1, subject to the terms and upon the conditions set forth in this Section, any agency of the City, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Tenant’s quiet use and enjoyment of them under this Lease, including, but not limited to, the purpose of inspection and ensuring that the terms and conditions of this Lease are being met. The City shall have the right to enter the Leased Premises at any time during business hours (9:00 am to 5:00 pm, Monday through Friday) upon at least twenty four (24) hours advance written notice to Tenant. Notwithstanding the foregoing, however, in the event of a declared emergency, the City may enter the Leased Premises at any time. Further, the City acknowledges and agrees that any entry upon the Leased Premises by the City, its employees, agents, contractors or representatives shall be at their sole risk, and in no event shall Tenant be liable to the City or any such person for any personal injury, loss of life or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Tenant.

Section 15.3 Permanent Removal and Disbarment. Without limiting the foregoing, and notwithstanding anything contained in this Lease to the contrary, the City and Tenant have the right at all times to order the permanent removal and disbarment of anyone from the Leased Premises if either determines, in its sole discretion, that the continued presence on the leased Premises of that person represents a threat to the security of the Leased Premises, poses a threat to the health, welfare, safety, or security of persons on the Leased Premises, or compromises the Leased Premises in any way.

**ARTICLE XVI**  
**MISCELLANEOUS**

Section 16.1 Recitals. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 16.2 Effective Date. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

Section 16.4. Assignment and Subletting. Tenant shall not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord. Any transfer, assignment or sublease which is not in strict compliance with the terms and conditions of this Section shall be void ab initio, and shall be of no force and effect whatsoever. So long as an Event of Default has occurred and is continuing, Tenant shall not have the right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and shall not sublet (or underlet), or permit the Leased Property or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Section shall be void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance or transfer shall not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

Section 16.5. Prohibition on Transfer of Real Property. Tenant shall not permit any sale, conveyance, assignment, transfer, mortgage or lease any or all of their interest in the Leased Property for the duration of the Term.

Section 16.6 Leasehold Encumbrances/Financing of Improvements. Tenant shall not encumber any leasehold estate nor its interest in the Improvements under any circumstances, whether by the execution and delivery of a mortgage, deed of trust or collateral assignment of lease.

Section 16.7. Applicable Law. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith shall be Orange County, Florida. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Tenant shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees and invitees to comply with all applicable federal, state,

and local laws, rules, regulations, requirements, ordinances, policies, directives and instructions including the Environmental Laws (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 16.8. Estoppels. Within seven (7) days following request from Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Property, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Property.

Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City’s ability to enforce any rights it has under any agreement between the Parties, or any other rights that the City has, whether now or hereafter acquired, against any party responsible for the debts or obligations of Tenant under such agreements. Tenant shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the City’s ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Tenant. The covenants in this Section are material in inducing the City to enter into this Lease and Tenant agrees that no grounds exist for equitable relief that will bar or impede the exercise by the City of its rights and remedies under such agreements against Tenant or any party responsible for the debts or obligations of Tenant. If any part of Tenant’s interest in the Leased Premises or the Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the City shall immediately become entitled, in addition to all other relief to which the City may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Tenant’s use of all “cash collateral,” as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent the City from exercising its rights or remedies under this Lease or any other agreement between the Parties shall be deemed bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall notify the City of such filing within ten (10) business days after

receiving notice. If any part of Tenant’s interest in the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Tenant shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 16.12. Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and are mutually agreeable. The City’s obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. Under no circumstances shall failure of the City to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party may take any additional actions it may deem necessary to resolve the dispute.

Section 16.14 Notices. All notices, demands and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other.

Section 16.15. Relationship of Parties. The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor shall it cause any Party to be responsible in any way for the debts and obligations of the other.

Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under the Lease.



Section 16.17. Severability. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 16.18 Headings. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 16.19 Press Releases. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 16.20 Anti-Discrimination. Lessee shall comply with Federal laws, rules and regulations prohibiting discrimination any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status

Section 16.21 Time is of the Essence. Time is of the essence with respect to this Lease.

Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Tenant or Landlord shall promptly report in writing such activities to the State Attorney General, State Ethics Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency investigating such activities.

Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease shall inure to the benefit and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease shall not be assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto and no other person or entity shall have any right of action under this Lease.

Section 16.24 No Individual Liability of City Officials. No covenant or commitment contained in this Lease shall be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of City, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 16.25 Immunities and Defenses. Nothing in this Lease shall be construed to waive any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law, including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.

Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Facsimile and electronic copies of this Lease, bearing the parties' respective signatures, shall be enforceable as originals.

Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel, and it shall not be interpreted or construed in favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 16.28 Notices and Consents. Any and all notices or other communications required or permitted to be given under this Lease shall be in writing and either (i) personally delivered, in which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine, (iii) sent by any nationally recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Landlord: City of Belle Isle  
ATTN: City Manager  
1600 Nela Avenue  
Belle Isle, FL 32809

Tenant: Cornerstone Charter Academy  
ATTN: Chair, Board of Directors  
5903 Randolph Avenue  
Belle Isle, FL 32809

Section 16.28 Entire Agreement; Amendments.

(a) This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

(b) This Lease shall not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by written agreement executed by the Parties hereto. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which adversely affects the rights of the Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined herein).

[SIGNATURE PAGE TO FOLLOW]

**EXHIBIT A**

**Legal Description**

**PARCEL A**

Lot I and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

**PARCEL B**

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

**PARCEL C**

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

**PARCEL D**

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast comer of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest comer of Lot 9 ofthe HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, ofthe Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast comer of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest comer of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest comer of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest comer of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast comer of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest comer of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest comer of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast comer of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.



AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND PARCEL

K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.

**AND Former Bank of America Parcel**

Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:

Lot 9 of HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, less the East 100 feet thereof; less the North 391.8 feet thereof; less

portions of road right of way on the North, bounded by Fairlane Avenue, and on the South, bounded by East Wallace Street, as the same may have been conveyed to or taken by the City of Belle Isle or Orange County, Florida for road widening purposes.

LESS AND EXCEPT:

That part of Lot 9 conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 779, Page 14, of the Official Records of Orange County, Florida, being described as follows:

That part of: Lot 9, Harney Homestead Subdivision, as shown in Plat Book "C", Page 53, said public records, LESS the North 391.8 feet of said Lot 9; lying within 30 feet Easterly of the survey line of State Road 527, Section 75040, said survey line being described as follows:

Begin on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, public records, Orange County, Florida, at a point 31.16 feet East of the Northeast corner of said Lot 18, and run thence North 0°15'17" West, 579.36 feet to the center of Section 24, Township 23 South, Range 29 East;

ALSO, the East 30 feet of the West 60 feet of the South 30 feet of the North 421.8 feet of said Lot 9, Harney Homestead;

ALSO, that part of said Lot 9, Harney Homestead, lying within 30 feet Northerly of a line described as follows:

Commence on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, Public Records, Orange County, Florida, at a point 31.16 feet East of the Northeast Corner of said Lot 18, and run thence North 0°15'17" West 33.70 feet for a POINT OF BEGINNING; From said Point of Beginning run South 89°42'47" East, 60 feet;

The lands herein described contain .172 acre (7499 square feet), more or less, exclusive of area in existing roads.

FURTHER LESS AND EXCEPT

That part conveyed to Pine Castle Methodist Church, Inc. by Special Warranty Deed recorded in Official Records Book 8382, Page 274, of the Official Records of Orange County, Florida, being described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN- CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 deg 04 min 16 sec East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 deg 58 min 20 sec East, a distance of 173.95 feet; thence leaving said South line

South 00 deg 18 min 56 sec East along the West line of the East 100.00 feet of said Lot 9, a distance of 224.65 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 deg 57 min 29 sec West, a distance of 175.47 feet to the POINT OF BEGINNING.

Address (as shown in Tax Records): 6300 Hansel Ave., Orlando, FL 32809  
Address (actual): 6003 Hansel Ave., Belle Isle, FL Orange County Tax Parcel No. 24-23-29-3400-00-094

**Additional Space:**

A. Pine Castel Methodist Church, 942 Fairlane Avenue (TAX ID: 24-23-29-3400-00-093) and commonly known as “Oasis” Property.

The east 100 fl. of Lot 9 (less the North 391.8 ft. thereof), Harney Homestead, Plat Book C, Page 53, Public Records of Orange County, Florida. with a total land area of 50,658 sqft (+/-) | 1.16 acres (+/-)

B. Parcel 2. 1106 E. Wallace Street. Orlando. Orange County. Florida. Tax parcel #24-23-29-3400-00-170

Begin at a stake 60 feet east of the northwest corner of Lot 16, Harney Homestead, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, said stake being on the south line of Wallace Street, then run east along said lot line 100 feet to a stake, thence south 110.60 feet to a stake, thence west 100 feet to a stake, thence north 110.60 feet to point of beginning.

C. City Of Belle Isle Charter Schools Inc, 5929 Hansel Ave (TAX ID: 24-23-29-8820-00-050) commonly known as the “former Texaco Property”

J G TYNERS SUB F/44 LOTS 5 & 6 (LESS W 10 FT OF LOT 6 FOR R/W PER OR 802/595)  
21,799 sqft (+/-) | 0.50 acres (+/-)

**EXHIBIT B**  
**INSURANCE**

Insurance	Coverages	Other Requirements
Worker's Compensation	Statutory	Waiver of subrogation in favor of City.  No "alternative" forms of coverage permitted without City approval.
Employers' Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of City.

<p>General Liability</p>	<p>\$2,000,000 per occurrence                  \$2,000,000 general aggregate                  \$1,000,000 products/completed operations aggregate limit                  \$2,000,000 personal and advertising injury                  \$100,000 damaged to rented premises                  \$10,000 medical expense limit</p>	<ol style="list-style-type: none"> <li>1. Coverage shall be written on a “per occurrence” insurance form.</li> <li>2. Coverage shall include contractual liability, independent contractors’ liability, products and completed operations liability, and personal injury liability.</li> <li>3. Coverage shall be primary and non-contributory.</li> <li>4. City shall be named as “Additional Insured”.</li> <li>5. Separation of Insured language shall not be modified.</li> <li>6. Waiver of subrogation in favor of City.</li> <li>7. General Aggregate and Products/Completed Operations Aggregate limits apply on a “per location” basis.</li> <li>8. No exclusion of liability assumed under contract.</li> </ol>
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Insurance	Coverages	Other Requirements
<p>Business Automobile Liability</p>	<p>\$1,000,000 combined single limit per accident</p>	<p>City shall be named as “Additional Insured.”</p> <p>Waiver of subrogation in favor of City.</p> <p>Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Tenant’s owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</p>

<p>Excess/Umbrella Liability Insurance</p>	<p>\$10,000,000 each occurrence / \$5,000,000 aggregate</p>	<ol style="list-style-type: none"> <li>1. Coverage shall be written on an “occurrence” insurance form.</li> <li>2. City shall be named as “Additional Insured.”</li> <li>3. Waiver of subrogation in favor of City.</li> <li>4. Coverage shall apply to excess claims to Employers’ Liability, General Liability, Automobile Liability, and, if required under <b>Article XI</b>, Errors &amp; Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.</li> </ol>
<p>Property</p>	<p>Replacement Cost Value</p>	<ol style="list-style-type: none"> <li>1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.</li> <li>2. Coverage shall be for Tenant’s business personal property, improvements and betterments, equipment and tools.</li> <li>3. No coinsurance.</li> <li>4. City shall be named as Additional Insured and Loss Payee.</li> <li>5. Waiver of Subrogation in favor of City.</li> <li>6. Ordinance and Law coverage.</li> </ol>

Insurance	Coverages	Other Requirements
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Property - Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months.	<ol style="list-style-type: none"><li>1. Actual Loss Sustained valuation coverage.</li><li>2. Extended Period of Indemnity of at least one hundred eighty (180) days.</li><li>3. City shall be named as Additional Insured and Loss Payee.</li><li>4. Waiver of subrogation in favor of City.</li><li>5. Coverage of losses arising from interruption of utilities outside any Leased Premises.</li></ol>
Property – Builders’ Risk	Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease.	<ol style="list-style-type: none"><li>1. Coverage shall be for Special (“All-Risks”) perils or causes of loss.</li><li>2. Coverage shall be for any improvements made during the Term of the Lease.</li><li>3. No coinsurance.</li><li>4. City shall be named as Additional Insured and Loss Payee.</li><li>6. Waiver of Subrogation in favor of City.</li></ol>

**EXHIBIT C**

**“Initial Physical Condition Report”**

As of (Date)

This is to confirm that the Tenant of the Leased Premises which consists of approximately \_\_\_\_

acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in “as-is, where-is” condition, without any representation or warranty by the Landlord or City concerning the condition of the Leased Premises and without obligation on the part of the Landlord or City to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. The Leased Premises have been continuously used for a charter school since (date). Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Property.





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

**Meeting Date:** May 18, 2021

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Draft Ordinance to designate Swim Only areas

**Background:** The Council will also discuss several areas to designate as “swim only” areas. These areas will include those lake-side parks (Swann, Delia, Cross Lake, LaBelle, and Peninsular) and also a discussion on whether or not the City should consider designating the Sandbar as a swim only area.

I have been in contact with representatives of the FWC to discuss the swim only areas and the City will need to pass a local ordinance to do so, but the FWC Commission does not have to approve an ordinance that designates a swim only area. However the City must apply for Waterway markers to mark the swim areas. FWC Boating and Waterways Section will work with the City on the buoys and/or signage needed to properly mark these areas. Once they are designated and properly marked as “Swim Only” areas, they will be vessel exclusion zones.

**Staff Recommendation:** Move forward with a first reading of the ordinance, but determine the disposition of the Sandbar.

**Suggested Motion:** I move that we direct the City staff to draft the ordinance in its final form to be read for the 1<sup>st</sup> time at the June 1, 2021 Council meeting.

**Alternatives:** Continue to make changes to the draft ordinance.

**Fiscal Impact:** None at this time

**Attachments:** Draft Ordinance ”

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING CHAPTER 34, ARTICLE II OF THE CITY CODE GOVERNING BOAT EQUIPMENT AND OPERATION; CREATING A NEW 34-39 DESIGNATING SWIM AREAS, AND ESTABLISHING A RELATED VESSEL-EXCLUSION ZONE, ON THE LAKE CONWAY CHAIN OF LAKES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, for years, members of the public have utilized that certain area located on the Lake Conway Chain of Lakes, as more particularly described in this Ordinance and including the sandbar located therein, as a public swim area (hereinafter the “Swim Areas”); and

**WHEREAS**, the City finds that protection of the safety, health, and welfare of the public necessitates that the City establish a vessel-exclusion zone at the Swim Areas; and

**WHEREAS**, the City is authorized to establish a vessel-exclusion zone at the Swim Areas in accordance with Section 327.46(1)(b)3., Florida Statutes.

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. City Code Amendment.** A new Section 34-39 is hereby created in Chapter 34, Article II of the City Code, as follows:

Sec. 34-39. – Swim Area Vessel-Exclusion Zone.

The City hereby designates the following described areas as public swim areas and establishes vessel-exclusion zones corresponding to such areas in accordance with Section 327.46(1)(b)3., Florida Statutes:

- a. **Swann Beach (Coordinates: 28.4601; -81.3553)**
- b. **Delia Beach (Coordinates: 28.4685; -81.3602)**
- c. **LaBelle Beach (Coordinates: 28.4742; -81.3595)**
- d. **Peninsular Beach (Coordinates: 28.4751; -81.3577)**
- e. **Cross Lake Beach (Coordinates: 28.4867; -81.3531)**
- f. **The Sand Bar (Coordinates: 28.4708; -81.3414)**

**SECTION 3. Codification.** This Ordinance shall be incorporated into the Belle Isle City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

**SECTION 6. Direction to City Staff.** City staff, under direction of the City Manager, are hereby directed and authorized, as of the Effective Date of this Ordinance, to apply to the Florida Fish and Wildlife Conservation, Boating and Waterways Section to construct, install, and/or contract for the construction and installation of such regulatory markers and signs as necessary to implement and inform the public of the swim areas and vessel-exclusion zones established by this Ordinance.

**SECTION 7. Effective date.** This ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2021

**SECOND READING:** \_\_\_\_\_, 2021

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Nick Fouraker, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

\_\_\_\_\_  
Date



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

**Meeting Date:** May 18, 2021

**To:** Honorable Mayor and City Council Members

**From:** B. Francis, City Manager

**Subject:** Ordinance Amending Section 10-36 of the City of Belle Isle Code

**Background:** The BIMC Section 10-36 states: (a) The enforcement officer shall have the right to enter upon private property for the purposes of inspecting for code violations as enumerated in sections 10-31(a), 10-31(b), 10-31(c) and 10-32, and for posting code violation notices.

This part of the code is problematic for the City as many residents question why the Code Enforcement Officer just doesn't go on the property where there is a code violation. This is outdated language and frequently is a source of frustration for the person reporting the violation and for the Code Enforcement Officer. In order for the Code Enforcement Officer to enter property to investigate a complaint, the City must first seek an inspection warrant signed by a judge. Good cause must be shown for the judge to sign a warrant.

The City Attorney's Office drafted the ordinance that follows the Florida Statutes

**Staff Recommendation:** Move the ordinance to a first reading

**Suggested Motion:** I move that we read finalize the Ordinance and read it for the first time at the June 1, 2021 meeting.

**Alternatives:** None

**Fiscal Impact:** N/A

**Attachments:** Draft Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA; AMENDING § 10-36 OF ARTICLE II OF CHAPTER 10 OF THE BELLE ISLE CITY CODE OF ORDINANCES PERTAINING TO CONDITIONS PRECEDENT TO ENFORCEMENT OFFICER’S ENTRY ONTO PRIVATE PROPERTY FOR INSPECTION OR COMPLIANCE PURPOSES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, DIRECTION TO CITY STAFF, AND THE EFFECTIVE DATE OF THIS ORDINANCE.**

**WHEREAS**, § 10-36(a) of the City’s Code of Ordinances (“Code”) presently states that a code enforcement officer has the right to enter onto private property for the purposes of inspecting for code violations and posting notices; and

**WHEREAS**, the Florida Attorney General has opined that a local government code inspector is not authorized to enter onto any private, commercial, or residential property to assure compliance with or to enforce the various technical codes or to conduct any administrative inspections or searches without the consent of the owner or the operator or occupant of such premises, or without a duly issued search or administrative inspection warrant (see AGO 1984-34; 2002-27); and

**WHEREAS**, the City desires to amend the Code to better comply with applicable law; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BELLE ISLE, FLORIDA:**

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**SECTION 2. City Code Amendment.** Section 10-36 of the City of Belle Isle Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars \* \* \* \* \* indicate breaks between sections and subsections and do not indicate changes to the City Code).

**Sec. 10-36. - Right of entry.**

- (a) The enforcement officer may ~~shall have the right to~~ enter upon private property for the purposes of inspecting for code violations as enumerated in sections 10-31(a), 10-31(b), 10-31(c), and 10-32, and for posting code violation notices. Any such inspection or entry will be performed in a lawful manner.
- (b) The enforcement officer shall have appropriate official documentation which identifies the officer as an agent of the city when entering upon private property for the purposes described herein.
- (c) With approval from the city manager, an inspection warrant may be sought from a court to allow a code enforcement officer to access private portions of a property when required by law.

**SECTION 3. Codification.** This Ordinance shall be incorporated into the Belle Isle City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 5. Conflicts.** In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of any such conflict, as permitted by law.

**SECTION 6. Effective date.** This ordinance shall become effective immediately upon adoption by the City Council of the City of Belle Isle, Florida.

**FIRST READING:** \_\_\_\_\_, 2021

**SECOND READING:** \_\_\_\_\_, 2021

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of Belle Isle, Florida.

CITY COUNCIL  
CITY OF BELLE ISLE

\_\_\_\_\_  
Nick Fouraker, Mayor

ATTEST:

\_\_\_\_\_  
Yolanda Quiceno, City Clerk

\_\_\_\_\_  
Date

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Belle Isle Issues Log  
5/18/21

a.

Issue	Description	Start Date	POC	Last Completed Action	Next steps
Street Paving	The City staff will conduct a street assessment to determine the pavement conditions and determine if the prior assessment is still valid. When complete, the staff will set-up a Capital Improvement Program for street paving. Program	7/1/2020	PW/CM	The City has been successful in paving several streets over the past few years; most recently the area around City Hall.	<b>2021 Goal:</b> City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). <b>About 50% complete.</b> Continue to work toward goal
Storm Drainage	The City Engineer recently completed an assessment of the storm system. Some trouble spots have been corrected (Wind Drift, Derine, Chiswick) CM and Finance Director developed Storm Water CIP	4/3/2017	ENG/CM	Stormwater CIP was developed and reviewed by Budget Committee, who recommend approval. City staff to start reconditioning swales in trouble areas. Work at Jade Circle Swales done. 1631 Wind Willow (completed). Pipe lining on St. Moritz and Jade completed.	Plans still being developed for Sol avenue. <b>St. Partin Outfall waiting on Orange County bid for lift station. Stafford&amp; Pam drainage read to start. Meeting with contractor on new date. Working with OCEPD on Barby Lane drainage.</b>
Traffic Studies	Increased traffic in and through Belle Isle prompted the Council to allocate funds for city-wide traffic study to improve traffic flow. Study was done and resulting Traffic Master Plan was adopted by Council. Due to the City's membership in Metroplan Orlando, they are conducting additional studies focusing on Hoffner Ave.	4/3/2017	CM/Eng.	City's TMP completed and adopted. Metroplan study is nearing completion. Hoffner median constructed but still needs additional work. WaWa to reconfigure entrance (Working on permit with OC). Citizen feedback sent back to MetroPlan. Metroplan Consultant to work toward finalizing report.	RRFB installed and is functional at Monet/Hoffner crosswalk. Staff incorporated comments from open house in TMP. Next step is to plan for improvements and funding through long term budgeting. Staff considers this issue closed.
Wallace Field	City purchased large area at Wallace/Matchett for open space. Issues with Wallace Street Plat in this area with people trespassing on private property. District 2 Comm. And CM met with residents to discuss solutions. Council met on June 14 and issues was discussed. Council directed that a fence would be erected around property. Dist. 2 Comm. and CM to meet with residents to discuss options for Wallace Street plat. Area is still zoned R-2.	6/14/2017	Dist.2 Comm and CM	Use Agreement adopted. CCA planning park site plan. CCA/City staff met to go over site plan requirements. CCA working with City Planner for site plan submission. CCA completed site plan. Council approved site plan concepts.	P&Z decision granting special exception was approved by City Council. The site plan was approved with conditions. Staff is preparing documents to address the conditions. <b>P&amp;Z decision is being appealed to Council. Council approved Wallace Field Site Plan with conditions.</b>
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.	3/20/2018	CM	Cross lake purchase is on hold until County reschedules PH. Mayor/CM to meet with Commissioner Uribe and Adjacent property owner on Cross Lake on March 4. CM/Comm. Cross Lake Property deed recorded and improvements made (closed). BoA agreement finalized.	Financing complete. PSA executed by Mayor and BoA. BoA is now owned by the City. <b>No Updates</b>
Charter School (CCA)	There has been infrastructure issues at Cornerstone for some time. The City owns the property and leases it to CCA. The City is responsible for replacing major systems at CCA according to the lease.	4/3/2017	CM	Capital Facility Plan complete. CCA considering purchase of property. Roofs are being patched, not replaced at this time. Letter was sent to CCA Board asking for joint meeting and other Board issues. CM sent memorandum to CCA outlining conditions for refinancing. CCA discussed and rejected all the conditions sent by Council.	New Lease draft sent to Budget Committee for review. Budget Committee reviewed draft lease. Market Rent Study completed. Being reviewed by Budget Committee. <b>Agenda Item</b>

**Belle Isle Issues Log**  
**5/18/21**

a.

Municipal Code Update	The City Council contracted with a planner to update the municipal code. This process was not completed and needs to be completed. There have been significant code changes in the past few years that need to be in the code.	4/3/2017	CM/CC	Meet with consultant to determine what was done and what is left to do. P&Z Board looking at possible changes to fence/wall requirements. Discussion of sidewalk maintenance. Ordinance adoption for Home Occupation and Golf Carts.	On-going as needed. <b>New Sign Ordinance (adopted and closed). Ordinance on at-large appointments (adopted and will advertise vacancies).</b>
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	Council Planner CM	Meet with consultant to determine what was done and what is left to do.	City Manager and Planner to review 2009 Comp Plan for errors discovered in Zoning Map. No Update
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	Council CM	Council determined the priority to annex. Planner completed 1st report. City Staff reviewing.	CM and Mayor met with Management Company for Publix Shopping Center ( <b>another meeting is set for 5/19/21</b> ). CM to met with private owner for annexation of 5 acres. <b>Sienna place signed consents for annexation about 35% done.</b>
Lake Conway Issues	Residents have complained that Lake Conway is unsafe due to speeding of PWCs and issues with wake boats. Council would like more local control over the lake.	6/1/2019	CM, CA, Chief	City Attorney looking at how other communities have control of lakes. Staff drafting an ordinance for No Wake Zones. City waiting for County to meet with stakeholders.	Draft ordinance is put on hold for now. City/OC SO looking at other avenues to allow enforcement. Lobbyist Presentations to BC on April 8. CM received information from FWC on Canoe Trail & Swim Areas. City staff to get public input on both. <b>Agenda Item</b>
IT Issues	City Council wants Staff to research changes in IT from Gmail back to Outlook	8/6/2019	City Clerk Chief	City staying with Gmail. City has new pages on website for financial transparency and new work order tracking program.	City doing ADA conversion. City Clerk working with ADA compliance company. New website developed & ADA compliant Issue Closed). <b>Bids received on RFP for Chambers A/V (Agenda Item).</b>
Grady (Lancaster) House	PCHS requested the Council not demolish Grady House and give up to a year to have it moved.	2/5/2019	CM	Discussion at PCHS. CM contacted State Historic Office on house and homestead and getting it registered on National Registry. Council directed PCHS top provide dates for moving the house and for renovations. PCHS responded to council stating they will not be moving or taking the house. Council set deadline of July 1, 2020 to have the house removed. Neighbor is working to get approvals to move the House to 5817 Randolph so it can be donated to her. Council extended deadline until September 1. Duke contacted for moving wires; quotes received for moving house; met with possible new owner; National Registry Application moving forward. Need cooperation of County to annex property across Waltham.	Comm. Uribe will work with property owner to get OC variances. Private property owner was contacted by OC District 3 Office. City will assist where possible. Private property owner applied to County for variances to relocate the house. <b>County needs additional informaiton from private property owner with a deadline is June 9, 2021 for a hearing on August 5, 2021.</b>



**Belle Isle Issues Log**  
5/18/21

a.

Sidewalk at BI Commons	Resident requested a sidewalk be installed from the public sidewalk on Hoffner to the Shopping Center promanade so residents don't have to walk in the driveway.	3/16/2021	CM	CM contacted BI Commons Management Company to request sidewalk	Management Company will review request but has concerns. <b>Management Company cannot construct the sidewalk as it could hamper the drainage swale. Also there is no report of accidents resulting from no sidewalk.</b>
New City Zip Code	Council directed that the City Manager research the possibility of applying to the USPS for a new zip code. Realtors state that proeprty values may increase if the City has its own zip code and possibility insurance rates may also change.	3/16/2021	CM and Comm. Shuck	CM and Comm. Reviewed USPS informaiton necessary for changing zip code. CM reached out to OCPA to see if Belle Isle could substitute for Orlando on property page which may lessen confusion.	Discuss response from OCPA. Develop "pro/con" list for Council review. Check with service providers to see if utility taxes are being sent to Orlando for homes in BI. <b>Staff is still waiting on informaiton.</b>
Traffic Calming Requests/Projects	With the completion of the TMP as well as other traffic requests, the staff will track them here for Council information.	4/6/2021	CM, CE, PW, BIPD	Speed Humps Requested: Seminole, Cullen Lake Shore Drive, Oak IslandRoad, LCS, Daetwyler Shores. Speed Limit Reduction: Judge Rd, Daetwyler Shores All-Way Stop on Via Flora	Seminole in data gathering (temp. speed humps in place). Indian Drive and Barby Lane depend on Seminole decision. Daetwyler Shores scheduled for next budget year; CLSD and OIR were sent application packets. Speed reduction on Judge started (35 MPH). All-Way stop at Via Flora and Flowertree completed. <b>Last traffic count on Seminole started.</b>