



CITY OF BELLE ISLE, FL CITY COUNCIL MEETING

Held in City Hall Chambers, 1600 Nela Ave, Belle Isle, FL
Held the 1st and 3rd Tuesday of Every Month
Tuesday, May 04, 2021 * 6:30 PM

AGENDA

City Council Commissioners

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

You are invited to a Zoom webinar.

When: May 4, 2021, 06:30 PM Eastern Time (US and Canada)

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89146482861?pwd=c25Ec1BRYWRleU1HZmYraUJJaOTM4dz09> - Passcode: 083319

Or Telephone: US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 891 4648 2861 - Passcode: 083319

International numbers available: <https://us02web.zoom.us/j/89146482861?pwd=c25Ec1BRYWRleU1HZmYraUJJaOTM4dz09>

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 cityofbelleislefl.org. 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** - Comm Nielsen - District 7
3. **Appointment of Vice Mayor**
 - a. Appointment of Vice Mayor - Code Section 4.03
4. **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.
5. **Public Hearing**
 - a. Public Hearing - Appeal of Wallace Field Site Plan
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
7. **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.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 1 of 2

- 8. Unfinished Business**
- 9. New Business**
 - [a.](#) RFP for Continuing Services Contract for Pipe Lining
 - [b.](#) RFP for Continuing Services Contract for Drainage
 - [c.](#) Prepare for Redistricting (City Charter Section 6.06)
 - d. Discuss City Hall Reopening
 - [e.](#) Appointment of P&Z Member - District 3
- 10. Attorney's Report**
- 11. City Manager's Report**
 - [a.](#) Issues Log
 - b. Chief's Report
- 12. Mayor's Report**
- 13. Items from Council**
- 14. Adjournment**



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

Meeting Date: May 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Election of Vice-Mayor

Background: In accordance with the City Charter, a Vice-Mayor is to be elected at the first Council Meeting in May following a regular City election.

Staff Recommendation: Take nominations for Vice-Mayor and elect a Vice-Mayor

Suggested Motion: I move that we approve the election of (Name) as Vice-Mayor.

Alternatives: None .

Fiscal Impact: None.

Attachments: Charter Reference

Sec. 4.03. - Vice-mayor: Election.

At the first council meeting in May, after each regular city election, or whenever a vacancy occurs, the council shall elect one of its members as vice-mayor. While serving as acting mayor, the vice-mayor shall not have a vote on any matter coming before the council unless to break a tie vote.

(Ord. No. 87-16, § 1, 9-1-1987, App. at Ref. 11-3-1987; Ord. No. 90-12, § 1, 9-4-1990, App. at Ref. 11-6-1990; Ord. No. 94-6, 11-1-1994; Ord. No. [17-17](#), § 20, 12-5-2017, App. at Ref. 3-13-2018)



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

Meeting Date: May 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Resolution 21-07, Support Edgewood to realign Orange Avenue Intersection

Background: The City of Edgewood is petitioning Orange County to move forward with realigning the Orange Avenue-Gatlin Avenue-Holden Avenue Intersection. The intersection is a significant regional transportation problem as evidenced in the failing levels of service of this intersection and vehicle queues stretching over ½ mile in each direction.

Edgewood Mayor John Dowless has asked the City of Belle Isle to assist in this initiative with a resolution of support. Belle Isle residents are also directly impacted by this intersection.

Staff Recommendation: Approve Resolution 21-07 supporting Edgewood.

Suggested Motion: I move that we approve Resolution 21-07 supporting the City of Edgewood’s Resolution 21-03.

Alternatives: Do not support approve the resolution .

Fiscal Impact: None

Attachments: Resolution 21-07

RESOLUTION 2021-07

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-HOLDEN AVENUE INTERSECTION AND PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City Council of the City of Edgewood is petitioning Orange County for the realignment of the intersection of Orange Avenue-Gatlin Avenue-Holden Avenue Intersection in the City of Edgewood; and

WHEREAS, Orange Avenue is a major arterial that connects the City of Belle Isle with Downtown Orlando through the City of Edgewood; and

WHEREAS, The residents of the City of Belle Isle depend on Orange Avenue for their transportation needs and Belle Isle residents are directly impacted by this intersection; and

WHEREAS, Many Belle Isle residents have expressed concerns to the City of Belle Isle that the heavy traffic at this intersection has resulted in significant delays; and

WHEREAS, The realignment of this critical intersection is the optimal solution to this regional transportation problem is recognized as the most practical and cost-effective improvement; and

WHEREAS, The City Council of the City of Belle Isle joins the City of Edgewood in petitioning Orange County to realign this intersection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLE ISLE, FLORIDA, as follows:

Section 1. The Belle Isle City Council hereby finds that realigning the Orange-Gatlin-Holden intersection is in the best interest of the citizens of the City of Belle Isle and the City of Edgewood and the City of Belle Isle joins the City of Edgewood in its efforts in petitioning Orange County to realign this intersection to resolve this regional transportation problem.

SECTION 2. Conflicts. In the event of a conflict or conflicts between this Resolution or the City of Edgewood’s Resolution 21-03 and any other resolution, policy, or provision of law, the Resolution control to the extent of the conflict, as allowable under the law.

SECTION 3. Effective date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____day of May, 2021.

NICHOLAS FOURAKER, MAYOR

Attest: _____

Yolanda Quiceno, CMC-City Clerk

Approved as to form and legality for use
and reliance only by the City.
Kurt Ardaman, City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

I, YOLANDA QUICENO, CITY CLERK OF THE CITY OF BELLE ISLE, FLORIDA, do hereby certify that the above and foregoing Resolution No. 21-07 was duly and legally passed and adopted by the Belle Isle City Council in session assembled, at which session a quorum of its members were present on the _____ day of May, 2021.

Yolanda Quiceno, CMC-City Clerk



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

Meeting Date: May 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Appeal of P&Z Approval of Site Plan for Wallace Field

Background: The P&Z Board’s decision to approve the site plan (with conditions) for Wallace Field is being appealed by the property owners who live near the park. This appeal is being filed on behalf of Walter Meloon, Ardis Meloon, Donella Altice, Jeff Maull, Hillary Maull, James Koonce, Caroline Koonce, Jim McRae, and Michael Stuart who are aggrieved by the decision of the Board.

The basis of the appeal includes, but is not limited to, the Board erring by: failure to provide competent substantial evidence to support their decision; ignoring concerns and requests of neighboring property owners and Belle Isle residents; and insufficient conditions on the proposed development to protect the integrity of the community and properly maintain and operate the facility.

The procedure for this appeal is the same as the procedure when the special exception was appealed in February.

With the decision of the P&Z Board being appealed, Section 42-71 (b) (3) states that “The council shall conduct a trial de novo hearing upon any appeal taken from the ruling of the board, and hear the testimony of witnesses and other evidence offered by the aggrieved person and interested parties to the appeal and may, in conformity with this article and the Land Development Code, rules and regulations adopted thereunder, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination of the board.”

De Novo Hearing: The city council shall hear the appeal as a new matter.

Before the meeting on Tuesday evening, the Council Members should familiarize themselves with BIMC ARTICLE IV. - EX PARTE COMMUNICATIONS, Sec. 2-163.

The P&Z Board approved the site plan with 7 conditions that have to be met prior to a permit being issued. Those conditions are included in the Staff Report that is included in the packet of information.

The staff believes that the criteria listed above were followed: a written application was filed; proper notice was provided (letters mailed; the property was posted); a public hearing was held; the public was allowed to speak at the public hearing; the Board heard and considered the concerns of the residents and approved the site plan with the conditions stated in the P&Z staff report.

Staff Recommendation: Approve the Site Plan with conditions as approved by the P&Z Board.

Suggested Motion: I move that we approve the Wallace Field Site Plan with the conditions that were approved by the P&Z Board.

Alternatives: Do not approve the site plan and provide additional direction to the City Staff.

Fiscal Impact: TBD based on the decision.

Attachments: Email Appealing the P&Z Decision
P&Z Staff Report and Packet Information
Wallace Field Plans

**ITEM 3
MEMORANDUM**

TO: Planning and Zoning Board

DATE: March 23, 2021

PUBLIC HEARING CASE #2020-09-007 - PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

Background:

1. Continuance from the February 23, 2021 Planning & Zoning meeting.
2. A Notice of Public Hearing legal advertisement was placed on Saturday, March 13, 2021, in Orlando Sentinel.
3. Letters to the abutting property owners within 300 feet of the subject property were mailed on March 10, 2021.

The Board may adopt all, some, or none of these determinations as part of their findings-of-fact. The Board may also add any additional findings-of-fact that are presented at the public hearing. The Board will need to determine if the criteria set forth in Chapter 42, Article III, Section 42-64(1) of the Land Development Code have been met and approve, approve with conditions, or deny this request.

SAMPLE MOTION TO APPROVE:

"I move, pursuant to Belle Isle Code **SEC. 54-84 (G) (2)** of the Belle Isle Land Development Code having been met **TO APPROVE** the site plan for Wallace Park Improvements *(STATE WITH OR WITHOUT CONDITIONS)*, submitted by applicant CITY OF BELLE ISLE, located at E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

SAMPLE MOTION TO DENY:

"I move, pursuant to Belle Isle Code **SEC. 54-84 (G) (2)**, the justifying criteria of the Belle Isle Land Development Code, **having NOT been met; [use only if NONE of the justifying criteria have been met]** the requirements of, Subsections: *[STATE ONLY THE SUBSECTIONS BELOW THAT ARE NOT SATISFIED]* **having NOT been met; [may be used in addition to above or alone] TO DENY** the site plan for Wallace Park Improvements, submitted by applicant CITY OF BELLE ISLE, located at E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

SUBSECTION (D), a literal enforcement of the provisions of the zoning ordinances would result in unnecessary hardship and that said hardship is created by special conditions and circumstances peculiar to the land, structure or building involved, including but not limited to dimensions, topography or soil conditions.

SUBSECTION (E), personal hardship is not being considered as grounds for a variance since the variance will continue to affect the character of the neighborhood after title to the property has passed and that the special conditions and circumstances were not created in order to circumvent the Code or for the purpose of obtaining a variance.

SUBSECTION (F), the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

SUBSECTION (G), the granting of the variance will be in harmony with the general purpose and intent of the Code, will not be injurious to the neighborhood, will not be detrimental to the public welfare, and will not be contrary to the public interest.

March 11, 2021

Site Plan Review: Wallace Park Improvements

Applicant Request: PURSUANT TO BELLE ISLE CODE SEC. 54-84 (G) (2) THE BOARD SHALL CONSIDER AND TAKE ACTION ON A REQUESTED SITE PLAN FOR WALLACE PARK IMPROVEMENTS, SUBMITTED BY APPLICANT CITY OF BELLE ISLE, LOCATED AT E. WALLACE STREET, BELLE ISLE, FL 32809 ALSO KNOWN AS PARCEL # 24-23-29-8977-00-021.

This is a City owned property purchased in 2016. The City rezoned the property from single-family to an open space zoning designation in 2018. In partnership with Cornerstone Charter School, the City is seeking approval to develop the property as a public park with a practice athletic field for Cornerstone.

Existing Zoning/Use: Open Space/ City Park

Application Overview

The proposed application is for development of a public park that will also include practice fields for the Cornerstone Charter School. The property is located within the jurisdiction of the City of Belle Isle and is owned by the City, with a zoning designation of Open Space.

Sec. 54-84 of the City Code identifies requirements for the Open Space zoning district. Active recreational uses are allowed through a special exception process (Sec. 54-84 (d)). The special exception previously approved by the Board was appealed to City Council. At their February 2, 2021 meeting, City Council upheld the Board's approval of the special exception.

Site plan review and approval by the Planning and Zoning Board is also required before a building permit may be issued (Sec. 54-84(g)(2)).

Staff Review

The following development standards apply to the Open Space zoning district:

1. No parking shall be located within 25 feet of any residentially zoned property nor within 15 feet of any right-of-way line.
2. No building, or structure, except fences or walls, shall be located within 50 feet of any residentially zoned property line or right-of-way line.
3. Impervious surfaces shall not cover more than 35 percent of the lot area.
4. Maximum building height is restricted to 20 feet.

Staff Recommendations

The proposed site plan is consistent with the development standards for the Open Space zoning district, with two considerations for further review: 1.) the Code does not provide parking space requirements for parks. The site plan proposes ten spaces. The Board can decide to define an

adequate number based on review of the site plan and proposed activities (active/passive components). 2.) Impervious data is not provided with the site plan. An artificial turf field is proposed for a large portion of the site. The applicant will need to provide specific data regarding whether the artificial turf is pervious or impervious to determine if the impervious surface ratio standard is met.

For the Board’s consideration, it is within the Boards purview to require conditions applicable to approval of a proposed site plan. Staff recommends that the following considerations as conditions to be placed upon an approval of the proposed site plan:

1. Specifications on the artificial turf must be provided to verify whether it is pervious or impervious to determine if the impervious surface ratio standard is met. If this can not be substantiated or is not pervious, the application will be required to come back to the Board for formal review again.
2. Stormwater management plans consistent with the requirement of Sec. 50-74 and Sec. 54-84 (g) (1) shall be provided for review with the building permit application.
3. A restriction that lighting of the practice field is not permitted to prevent light pollution on adjacent residential properties.
4. A prohibition on any private business or commercial enterprise running a business from the property such as, but not limited to, private lessons or outdoor classes such as yoga, group events, or non-profit special events not approved by the City.
5. An executed Memorandum of Understanding or other Agreement, as approved by City Council, between the City of Belle Isle and Cornerstone Charter School regarding each party’s responsibilities and authorities regarding development of the park, and operation of the park such as hours available for public use and access coordinated with use by the School, including property maintenance, gate operations, field maintenance, and authorized use of the proposed building.
6. A detailed parking/traffic plan be provided indicating how the applicant anticipates handling additional park traffic on E. Wallace Street and Matchett Road with users accessing the park or field practice operation, whether there is any impact; and,
7. A detailed plan identifying how the park will be accessed by the public and hours of daily availability for public use. This plan should also address how the park will be secured, monitored, and restricted during closed hours.

The Board may consider any of these conditions or apply others as deemed appropriate by the Board. Please note that if additional plans or agreements are requested, the Board may want to review these prior to granting approval of a site plan.

Next Steps

The Board may approve the proposed site plan application as it is, approve with specific conditions, continue the application if additional information is being requested for consideration, or deny the application.

Recipient: Belle Isle Florida Planning and Zoning Board

Letter: Greetings,

Approving and Improving Wallace Field

Signatures

Name	Location	Date
Alexa Dowlen	Orlando, FL	2021-03-20
Kelly Rogers	Belle Isle, FL	2021-03-20
Emily LUSTER	Orlando, FL	2021-03-20
Liza Jennings	Belle Isle, FL	2021-03-20
William Buckley	Orlando, FL	2021-03-20
Wendy Siegler	Orlando, FL	2021-03-20
Andrew Mckibben	Belle isle, FL	2021-03-20
Mischelle Harmon	Orlando, FL	2021-03-20
Mike Jennings	Leesburg, FL	2021-03-20
Angela Zackery	Orlando, FL	2021-03-20
Heather Shields	Orlando, FL	2021-03-20
Danielle Clark	Orlando, FL	2021-03-20
Manu Echavarria	Orlando, FL	2021-03-20
Diane Willingham	Belle Isle, FL	2021-03-20
Eryn Lawson	Orlando, FL	2021-03-20
amy hammond-garcia	orlando, FL	2021-03-20
Traci Cox	Orlando, FL	2021-03-20
Theresa Zephirin	Orlando, FL	2021-03-20
Jason Sanchez	San Francisco, US	2021-03-20
Jonathan Cox	Orlando, US	2021-03-20

Name	Location	Date
Veronica Thomas	Fort Wayne, US	2021-03-20
Kelly Jarvis	Belle Isle, FL	2021-03-20
Michelle McBride	Orlando, FL	2021-03-20
Amy Fouraker	Orlando, FL	2021-03-20
Amy Dinsmore	Orlando, FL	2021-03-20
Charlyne Cross	Belle Isle, FL	2021-03-20
Eileen Miller	New Smyrna Beach, US	2021-03-20
Carrie Dabney	Orlando, FL	2021-03-20
Laura Hagedorn	Orlando, FL	2021-03-20
Jennifer Marks	Orlando, FL	2021-03-20
Dinara Fotso	Orlando, FL	2021-03-20
Melissa Albright	Belle Isle, FL	2021-03-20
Laura Hemmings	Winter Gaddenn, FL	2021-03-20
Elizabeth Clemens	Belle Isle, FL	2021-03-20
Terry VandeWetering	Orlando, FL	2021-03-20
Matt Clemens	Orlando, FL	2021-03-20
Chelsi Garofalo	Belle Isle, FL	2021-03-20
Julie McCutchen	Orlando, FL	2021-03-20
Cindi Deyoung	Orlando, FL	2021-03-20
Lori Treviranus	Belle isle, FL	2021-03-20
Steven Siegler	Orlando, FL	2021-03-20
Sarah Marks	Orlando, FL	2021-03-20

Name	Location	Date
Tina Jones	Orlando, FL	2021-03-20
Emily Mannix	Belle Isle, FL	2021-03-20
Jana Botnman	Orlando, FL	2021-03-20
Crista McGinley	Orlando, FL	2021-03-20
Tanner Davis	Orlando, FL	2021-03-20
Amanda Oakes	Orlando, FL	2021-03-20
Lorie Simmons	Orlando, FL	2021-03-20
Nicole Fern	Belle Isle, FL	2021-03-20
Carrie French	Orlando, FL	2021-03-20
Vincent McGinley	Orlando, FL	2021-03-20
Meghan Collins	Belle Isle, FL	2021-03-20
Kaylee Sterner	Orlando, FL	2021-03-20
Matthew Troy	Belle Isle, FL	2021-03-20
Ann Taylor	Orlando, FL	2021-03-20
Ken Luette	Orlando, FL	2021-03-20
Heather Candelora	Orlando, FL	2021-03-20
Michelle Regal	Tampa, FL	2021-03-20
Natasha De Synegub	Orlando, FL	2021-03-20
Michael Mannix III	Orlando, FL	2021-03-20
JON INWOOD	Brooklyn, NY	2021-03-20
Patty Humphries	Fayetteville, TN	2021-03-20
Tanya Rivera	Orlando, FL	2021-03-20

Name	Location	Date
James McGill	Orlando, FL	2021-03-20
Carroll Lee	Tavares, FL	2021-03-20
Franco Carlo	New York	2021-03-20
julie dettmer	Orlando, FL	2021-03-20
Aubree Cleary	Tavares, FL	2021-03-20
Christie Crosby	Orlando, FL	2021-03-20
Mindy Hutson	Orlando, FL	2021-03-20
Michaela Severns	Navarre, FL	2021-03-20
Sarah Large	Knoxville, TN	2021-03-20
Jessica Williamson	Orlando, FL	2021-03-20
Tim Large	Knoxville, TN	2021-03-20
Jason Hunter	Orlando, FL	2021-03-20
Kimberly Ursic	Orlando, FL	2021-03-20
Shannon Hunter	Orlando, FL	2021-03-20
Deborah LaLonde	Orlando, FL	2021-03-21
Jeanette Bosela	Deltona, FL	2021-03-21
DeAnna Selva	Orlando, FL	2021-03-21
Nancy Jo Mannix	Orlando, US	2021-03-21
Sylvia Bosela	Orlando, FL	2021-03-21
Yvonne Fernandes	Orlando, FL	2021-03-21
Kelly Mack	Orlando, FL	2021-03-21
R Wilton	Atlanta, GA	2021-03-21

Name	Location	Date
Darren Gray	Marietta, GA	2021-03-21
Bobby Morgan	Deltona, FL	2021-03-21
Nathan Horton	Orlando, FL	2021-03-21
Danniella Ponce	Washington, FL	2021-03-21
David Turano	Orlando, FL	2021-03-21
Valerie Marozzi	Orlando, FL	2021-03-21
Elena CRUZ	Orlando, FL	2021-03-21
Sandra Madrid	Orlando, FL	2021-03-21
Andrea Castaneda	Orlando, FL	2021-03-21
Cassie Bailey	Orlando, FL	2021-03-21
Tracy Frenkel	Orlando, FL	2021-03-21
Maura Flick	Orlando, FL	2021-03-21
Elizabeth Suarez	Belle isle, FL	2021-03-21
Kimberly Dennis	Belle Isle, FL	2021-03-21
Cathy Baird	Apopka, FL	2021-03-21
Michelle Harrison	Orlando, FL	2021-03-21
Tricia Jones	Orlando, FL	2021-03-21
Connie Sommerhalter	Orlando, FL	2021-03-21
Rose Lumm	Orlando, FL	2021-03-21
Doraine Melton	Orlando, FL	2021-03-21
Katie Bass	Sarasota, FL	2021-03-21
carol roberts	Belle Isle, FL	2021-03-21

Name	Location	Date
Massiel Barcenas	Orlando, FL	2021-03-21
Shirley T	Orlando, FL	2021-03-21
Daniel Botyos	Orlando, FL	2021-03-21
Kevin Cleary	Orlando, FL	2021-03-21
Amy Morton	Orlando, FL	2021-03-21
Danny dell	Orlando, FL	2021-03-21
Stacey Botyos	Orlando, FL	2021-03-21
Kim Clary	Orlando, FL	2021-03-21
Thomas Thoss	Orlando, FL	2021-03-21
Shannon Davis	Orlando, FL	2021-03-21
Alexa Williams	Orlando, FL	2021-03-21
Celina Horton	Orlando, FL	2021-03-21
Andrea Richburg	Oviedo, FL	2021-03-21
Brian Dinsmore	Orlando, FL	2021-03-21
James Cross	Orlando, FL	2021-03-21
Peter Rodrigues	Winter Springs, FL	2021-03-21
Jennifer Satmaria	Orlando, FL	2021-03-21
Michael Harmon	Orlando, FL	2021-03-21
Jennifer Crossley	Orlando, FL	2021-03-21
Amy Welte	Orlando, FL	2021-03-21
Mike Weston	Belle Isle, FL	2021-03-21
Victoria Brodie	Belle Isle, FL	2021-03-21

Name	Location	Date
Keith Sadler	Orlando, FL	2021-03-21
Lori Pelt	Lakeland, FL	2021-03-21
Anh Tuan Hoang	Belle isle, FL	2021-03-22
Lori Large	Orlando, FL	2021-03-22
Leland Hoshaw	Orlando, FL	2021-03-22
Jason Maltby	Belle Isle, FL	2021-03-22
Raymond Blanchard	Winter Garden, FL	2021-03-22
Kristy Bennett	Orlando, FL	2021-03-22
Cindy Springsteen	Orlando, FL	2021-03-22
Alex Burnett	Orlando, FL	2021-03-22
Rich Fernandes	Belle Isle, FL	2021-03-22
Kari Freeman	Orlando, FL	2021-03-22
Courtney Chase	Orlando, FL	2021-03-22
Ingrid Taylor	Orlando, FL	2021-03-22
krystal krause	Orlando, FL	2021-03-22
bob duran	Kissimmee, FL	2021-03-22
Ken Marks	Orlando, FL	2021-03-22
Brian Johnson	Orlando, FL	2021-03-22
Noussaiba Garti	Orlando, FL	2021-03-22
Jeffery Horton	Orlando, FL	2021-03-22
Ross Santora	Ocala, FL	2021-03-22
Dawn Blaise	Atlanta, GA	2021-03-22

Name	Location	Date
Sheila Sanantonio	Orlando, FL	2021-03-22
Erin McAlear	Orlando, FL	2021-03-22
Jean Eddison	Orlando, FL	2021-03-22
Khalieb Abraham	Orlando, FL	2021-03-22
Shannon Evertsen	Belle Isle, FL	2021-03-22
Arlex Lopez	orlando, FL	2021-03-22
Vicki Hambrick	Orlando, FL	2021-03-22
isabel pena	orlando, FL	2021-03-22
Sally Brooks	Dallas, TX	2021-03-22
Bruce Dowlen	Belle Isle, FL	2021-03-22
Karen Postava	Belle Isle, FL	2021-03-22
Lenny Mosse	Orlando, FL	2021-03-22
Blaine Worak	Orlando, FL	2021-03-22
Shontavia House	Orlando, FL	2021-03-23
Andrew Welch	Orlando, FL	2021-03-23
Nicholas Fouraker	Orlando, FL	2021-03-23
Danni Sue Sebring	Orlando, FL	2021-03-23
Stephanie Lutz	Orlando, FL	2021-03-23
Ernesto Valenzuela	Belle Isle, FL	2021-03-23
Adam Yerdon	Orlando, FL	2021-03-23
Megan Leonard	Orlando, FL	2021-03-23
Jennifer Giles	Belle Isle, FL	2021-03-23

Name	Location	Date
Kristine Huynh	Orlando, FL	2021-03-23
Savanna Reppert	Orlando, US	2021-03-23
devon smith	orlando, FL	2021-03-23
Stacey Bertone	Orlando, FL	2021-03-23
Valia Carter	Belle Isle, FL	2021-03-23
Amy Torrealba	Orlando, FL	2021-03-23
Lauren McConnell	Orlando, FL	2021-03-23
Cinthya Reina	Orlando, FL	2021-03-23
Noah Goforth	Orlando, FL	2021-03-23
Cheri Hendry	Orlando, FL	2021-03-23
Kristopher Fielder	Orlando, FL	2021-03-23
Opal Betton	Ocoee, FL	2021-03-23
Robert Tribble	Belle Isle, FL	2021-03-23
Linette Guiliani	Orlando, FL	2021-03-23
Brittany Caldwell	Orlando, FL	2021-03-23
Jeff Gray	Orlando, FL	2021-03-23
Kathryn Moriarty	Orlando, FL	2021-03-23
Christian Arqueros	Orlando, FL	2021-03-23
Lisa Gray	Marietta, GA	2021-03-23
John Carr	Orlando, FL	2021-03-23
Linda Caban	Orlando, FL	2021-03-23
christine persaud	ORLANDO, FL	2021-03-23

Wallace Field

Alexa (Crosby) Dowlen <mummy1859@gmail.com>

Tue, Mar 23, 2021 at 9:16 AM

To: dwoodstcr@cfl.rr.com, cshenefelt@cobifl.com, "Randy J. Holihan" <randy@holihan.us>, rlane@cobifl.com, apt@thompsonjaglal.com, drleonardhobbs@gmail.com

Cc: Yolanda Quiceno <yquiceno@belleislefl.gov>, Bob Francis <bfrancis@belleislefl.gov>, Nicholas Fouraker <mayor@belleislefl.gov>

Hello,

This email is in support of approval of the Wallace Field plans. Belle Isle residents and CCA families have waited a long time for this moment. Improvement of the field into Wallace Park rests in your hands and we are hopeful you will approve the plans.


Four neighbors started an online petition to show how many neighbors are in favor of this park. As of 9 am today, we have 213 signers and growing (all but 5 are either Belle Isle residents or CCA families/teachers). You can find a link below and PDF copies of the signatures and comments attached to this email... This is a huge accomplishment in less than 72 hours via word of mouth. It illustrates that these improvements are wanted by the majority of the community. We are excited to have future city events there, or just visit on a weekend and fly a kite without fear of falling in a rut or being bitten by ants.


<https://www.change.org/p/belle-isle-florida-planning-and-zoning-board-approving-and-improving-wallace-field>

Thank you for your service on the Planning and Zoning Board.

Alexa Dowlen
4306 Quando Dr.
District 6

2 attachments

 **petition_signatures_jobs_27920182_20210323110408.pdf**
57K

 **petition_comments_jobs_27920182_20210323110416.pdf**
41K

Recipient: Belle Isle Florida Planning and Zoning Board

Letter: Greetings,
Approving and Improving Wallace Field

Comments

Name	Location	Date	Comment
Alexa Dowlen	Orlando, FL	2021-03-20	"I would love for my family to have this place to visit and make memories!"
Liza Jennings	Belle Isle, FL	2021-03-20	"This multi-million dollar city asset needs to be put to its best use, to the benefit of our entire community. Open recreation space, accessible to all, is more important to our health and well-being than ever."
amy hammond-garcia	orlando, FL	2021-03-20	"I love the walking path!! Usually I leave our community and head over to Barber or Cypress Grove parks but now I can meet my community friends on OUR walking path and use the restroom if need be!! I wanted a track for our PE teachers to teach track and field on and for our athletes to train on but I'd gladly settle for a walking path if a track cannot be constructed in the proper length."
Kelly Rogers	Orlando, FL	2021-03-20	"This would create wonderful opportunities for our residents and CCA students to lead an active lifestyle and a sense of community. Perfect bike ride down Hoffner side walk for my family to visit."
Kelly Rogers	Orlando, FL	2021-03-20	"This would create wonderful opportunities for our residents and CCA students to lead an active lifestyle and a sense of community. Perfect bike ride down Hoffner side walk for my family to visit rather than riding in the car to go to Barber, Cypress Grove or Warren."
Kelly Rogers	Orlando, FL	2021-03-20	"Would also love to see an inter-generational community garden including raised garden beds for our seniors so they don't have to bend over. Gardening is a great outlet for stress relief and educational for our youth to see where vegetables come from (before getting at the grocery) and how they grow. This would allow for seniors to share their life experiences and stories with our future generations and create a sense of pride and community cohesion."
Charlyne Cross	Orlando, FL	2021-03-20	"Please approve Wallace Field with restrooms for the good of the community. We need this park for the entire community and school to use so we can enjoy the great outdoors especially during Covid."
Tanner Davis	Orlando, FL	2021-03-20	"Looks beneficial to the community."
Ann Taylor	Orlando, FL	2021-03-20	"As a parent of CCA students and a teacher at CCA, I recognize the usefulness that this upgraded park will have towards both CCA and the Belle Isle community."
Christie Crosby	Orlando, FL	2021-03-20	"This will be great for our community!!"
Nancy Jo Mannix	Orlando, US	2021-03-21	"We need this promised space for families in the Belle Isle neighborhood."
Sheila Sanantonio	Orlando, FL	2021-03-22	"I would love to see this happen for the community and for the school, let's make it happen!"

Name	Location	Date	Comment
Sheila Sanantonio	Orlando, FL	2021-03-22	"I would love to see this happen for the community and for the school, let's make it happen!"
Jean Eddison	Orlando, FL	2021-03-22	"Go, go, go"

WALLACE PARK IMPROVEMENTS



APPLICANT:

CITY OF BELLE ISLE

1600 NELA AVE,
BELLE ISLE, FL 32809

DATE: AUGUST 31, 2020

ISSUED FOR:

SITE PLAN APPROVAL

CIVICA PROJECT: 200108

INDEX	
	COVER SHEET & LOCATION MAP
	SURVEY
ARCHITECTURE	
A-1	PROPOSED SITE PLAN
A-2	EXISTING AND PROPOSED SITE IMAGES
A-3	PROPOSED BUILDING, PLANS, IMAGES
LANDSCAPE	
LA-1	LANDSCAPE PLAN
LA-2	LANDSCAPE DETAILS
LA-3	LANDSCAPE NOTES
ANNEX CIVIL ENGINEERING	



EXISTING SITE STREET VIEW



N
SITE LOCATION
N.T.S.

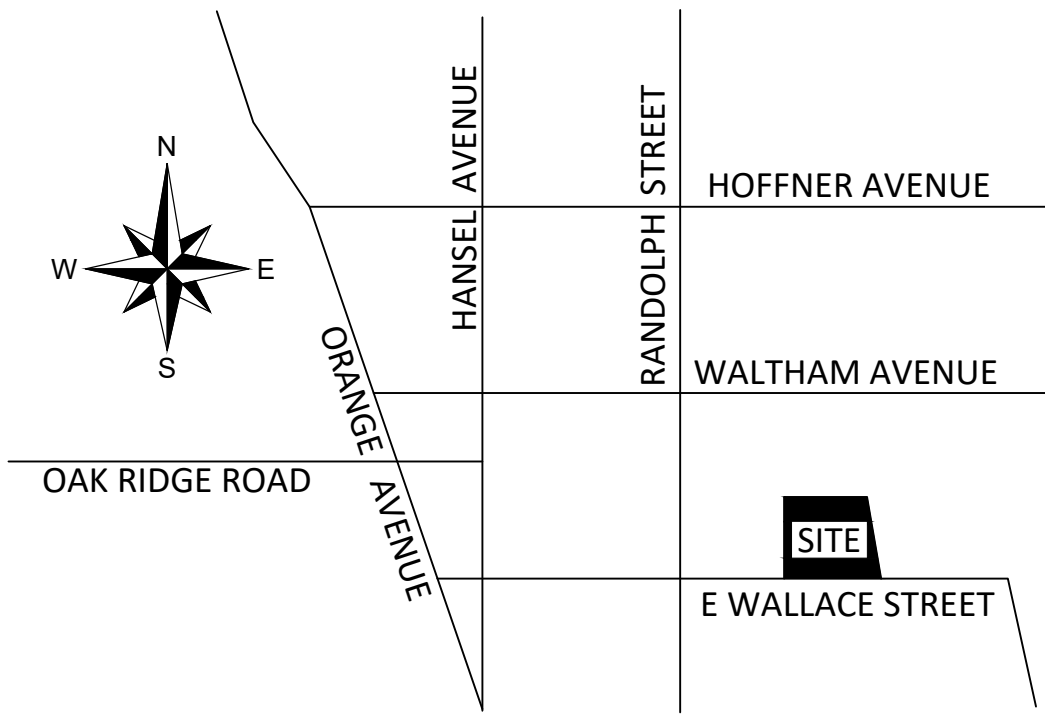


PROPOSED SITE 3D VIEW

ARCHITECT
CIVICA

tel: 305.593.9959 8323 NW 12th St. Suite No.106. Doral, Fl. 33126 fax: 305.593.9855

VICINITY MAP (NOT TO SCALE)



PLAT OF SURVEY

LEGAL DESCRIPTION

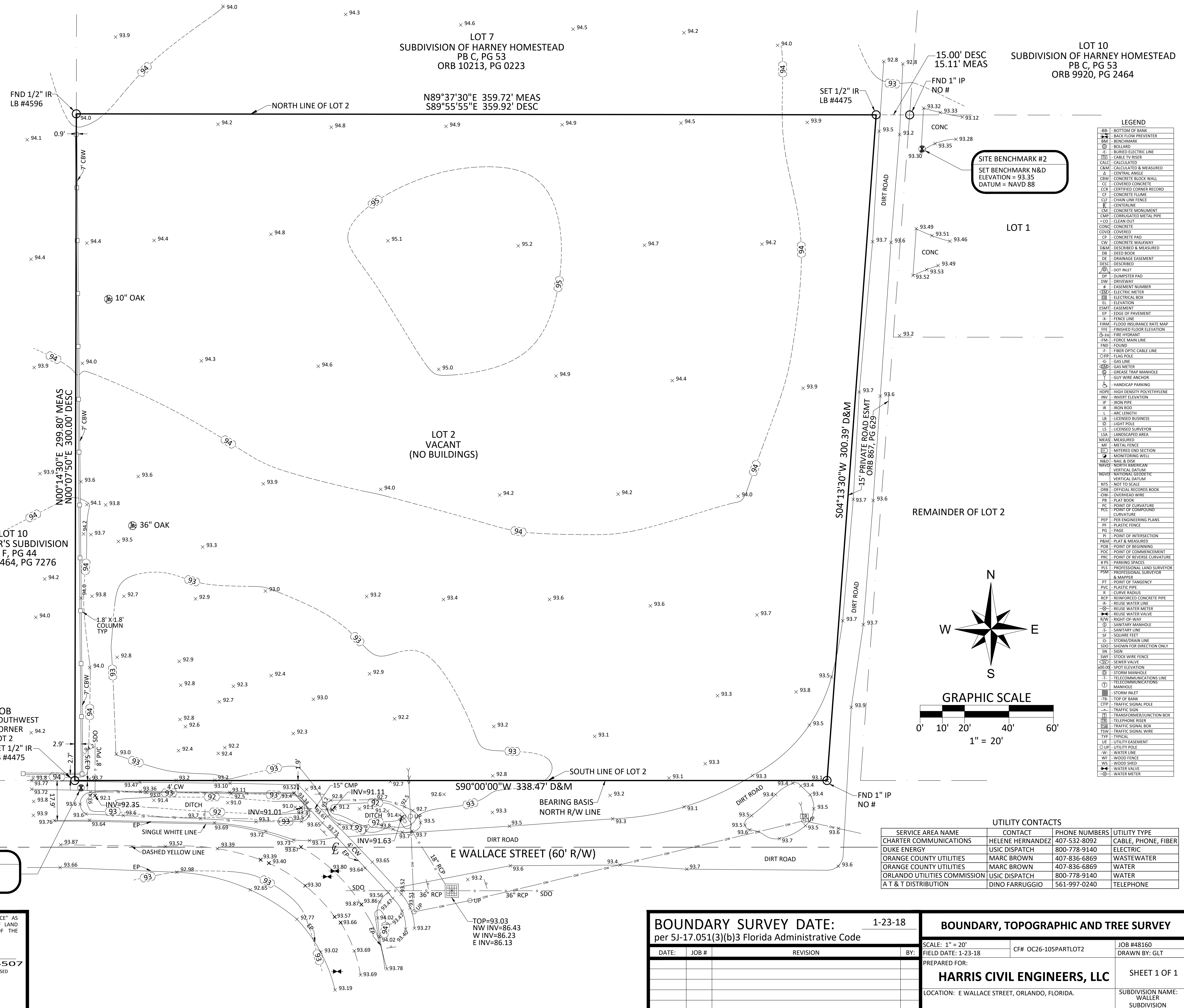
A PORTION OF LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST 300 FEET TO THE NORTH LINE OF SAID LOT 2, THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 359.92 FEET; THENCE SOUTH 04 DEGREES 13 MINUTES 30 SECONDS WEST 300.39 FEET, TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 338.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: 104,686 SQUARE FEET OR 2.4033 ACRES MORE OR LESS.

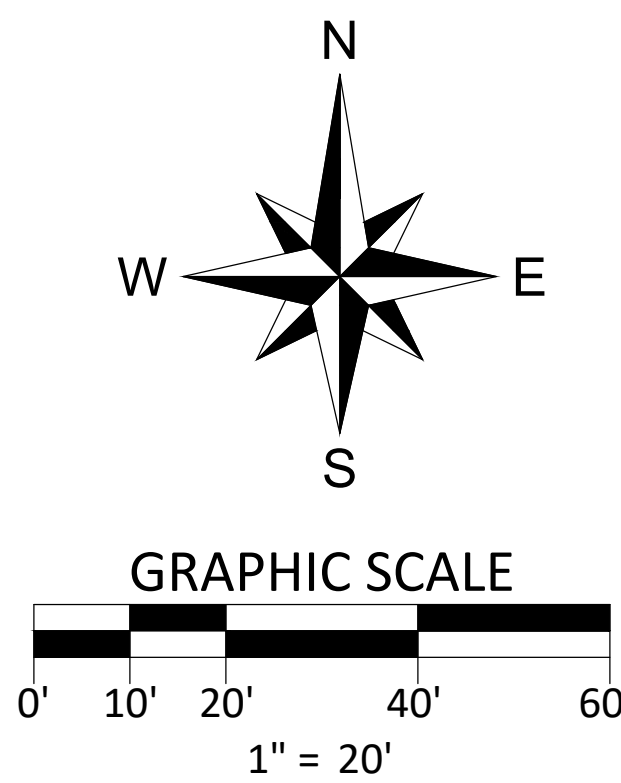
NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH R/W LINE OF E WALLACE STREET, BEING S90°00'00"W (DESC).
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0430F, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE: SEPTEMBER 25, 2009.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE.
7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
9. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #C698001 HAVING AN ELEVATION OF 101.033 FEET, (NAVD 88).



LEGEND

- BB - BOTTOM OF BANK
- BP - BACK FLOW PREVENTER
- BM - BENCHMARK
- B - BOUNDARY
- BE - BURIED ELECTRIC LINE
- BT - BURIED TELEPHONE LINE
- CE - CABLE TV RISER
- CL - CALCULATED
- CM - CALCULATED & MEASURED
- CC - COVERED CONCRETE
- CCR - CERTIFIED CORNER RECORD
- CF - CONCRETE FENCE
- CL - CHAIN LINK FENCE
- CR - CENTERLINE
- CM - CONCRETE MONUMENT
- CMP - CORRUGATED METAL PIPE
- CD - CLEAN OUT
- CONC - CONCRETE
- COVR - COVERED
- CP - CONCRETE PAD
- CW - CONCRETE WALKWAY
- CS - DESCRIBED & MEASURED
- DB - DEED BOOK
- DE - DRAINAGE EASEMENT
- DM - DRIVE MAIN LINE
- FND - FOUND
- FP - FIBER OPTIC CABLE LINE
- FL - FLAG POLE
- G - GAS LINE
- GM - GAS METER
- GT - GREASE TRAP MANHOLE
- Y - GUY WIRE ANCHOR
- H - HANDICAP PARKING
- HP - HIGH DENSITY POLYETHYLENE
- HW - HUBBARD ELEVATION
- IP - IRON PIPE
- IR - IRON ROD
- L - ARC LENGTH
- LB - LICENSED BUSINESS
- SP - LIGHT POLE
- LS - LICENSED SURVEYOR
- LSA - LANDSCAPED AREA
- MEAS - MEASURED
- MF - METAL FENCE
- MS - MITERED END SECTION
- M - MONITORING POINT
- N&D - NAIL & DISK
- NAV - NAD 83
- NAV83 - NAD 83 GEOMETRIC VERTICAL DATUM
- NAV11 - NAD 83 GEOMETRIC VERTICAL DATUM
- N - NOT TO SCALE
- OR - OFFICIAL RECORDS BOOK
- OW - OVERHEAD WIRE
- FB - FLAG BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PER - PER ENGINEERING PLANS
- PF - PLASTIC FENCE
- PI - PILE
- PI - POINT OF INTERSECTION
- PM - PLAT & MEASURED
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PK - POINT OF REVERSE CURVATURE
- PS - PARKING SPACES
- PLS - PROFESSIONAL LAND SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R - CURV RADIUS
- RCP - REINFORCED CONCRETE PIPE
- RU - REUSE WATER LINE
- RUM - REUSE WATER METER
- RW - REUSE WATER VALVE
- R/W - RIGHT-OF-WAY
- SM - SANITARY MANHOLE
- SL - SANITARY LINE
- SF - SQUARE FEET
- SD - STORM/DRAIN LINE
- SDO - SHOWN FOR DIRECTION ONLY
- SN - SIGN
- SWF - STOCK WIRE FENCE
- SV - SEWER VALVE
- MO - SPOT ELEVATION
- SM - STORM MANHOLE
- T - TELECOMMUNICATIONS LINE
- TM - TELECOMMUNICATIONS MANHOLE
- TI - TELEPHONE RISER
- TI - TELEPHONE RISER
- TS - TOP OF BANK
- CTP - TRAFFIC SIGNAL POLE
- TS - TRAFFIC SIGN
- TT - TRANSFORMER/JUNCTION BOX
- TR - TELEPHONE RISER
- TSB - TRAFFIC SIGNAL BOX
- TSP - TRAFFIC SIGNAL WIRE
- TYP - TYPICAL
- UE - UTILITY EASEMENT
- UP - UTILITY POLE
- W - WATER LINE
- WW - WOOD FENCE
- WS - WOOD SHED
- WV - WATER VALVE
- WM - WATER METER



UTILITY CONTACTS

SERVICE AREA NAME	CONTACT	PHONE NUMBERS	UTILITY TYPE
CHARTER COMMUNICATIONS	HELENE HERNANDEZ	407-532-8092	CABLE, PHONE, FIBER
DUKE ENERGY	USIC DISPATCH	800-778-9140	ELECTRIC
ORANGE COUNTY UTILITIES	MARC BROWN	407-836-6869	WASTEWATER
ORANGE COUNTY UTILITIES	MARC BROWN	407-836-6869	WATER
ORLANDO UTILITIES COMMISSION	USIC DISPATCH	800-778-9140	WATER
A T & T DISTRIBUTION	DINO FARRUGGIO	561-997-0240	TELEPHONE



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JAMES D. BRAY, PSM 6507
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."
OR
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAMES D. BRAY, PSM 6507.

BOUNDARY SURVEY DATE: 1-23-18
per 51-17.051(3)(b)3 Florida Administrative Code

DATE	JOB #	REVISION	BY

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY

SCALE: 1" = 20'
FIELD DATE: 1-23-18 C#H OC26-105PARTLOT2 JOB #48160
DRAWN BY: GLT

PREPARED FOR:
HARRIS CIVIL ENGINEERS, LLC SHEET 1 OF 1
LOCATION: E WALLACE STREET, ORLANDO, FLORIDA. SUBDIVISION NAME: WALLER SUBDIVISION



1600 NELA AVENUE
BELLE ISLE, FL 32809

No.	DATE	REVISION	BY

DRAWN BY: SG APPROVED BY: RL

DATE: 2020-08-31 SCALE: As Shown

KEYPLAN

SEAL/SIGNATURE

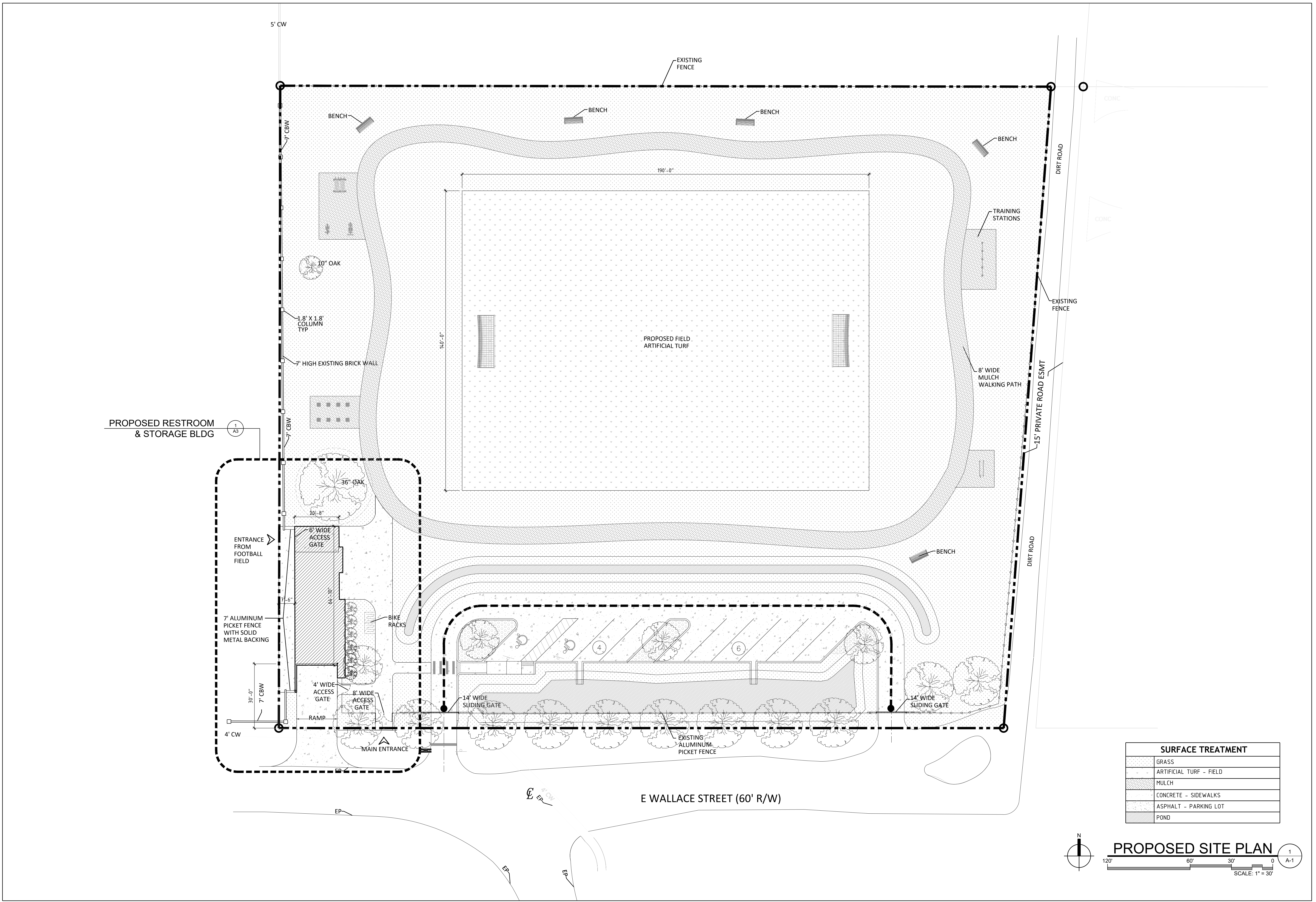
ROLANDO LLANES
AR - 0013160

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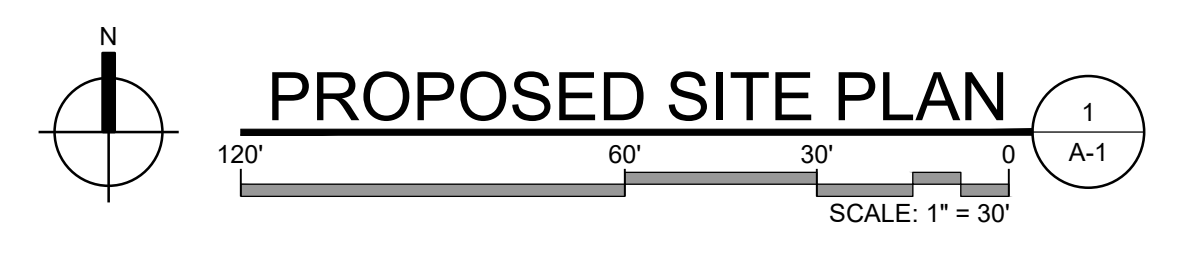
SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER
A-1



SURFACE TREATMENT	
[Pattern]	GRASS
[Pattern]	ARTIFICIAL TURF - FIELD
[Pattern]	MULCH
[Pattern]	CONCRETE - SIDEWALKS
[Pattern]	ASPHALT - PARKING LOT
[Pattern]	POND





WEST



EAST



NORTH



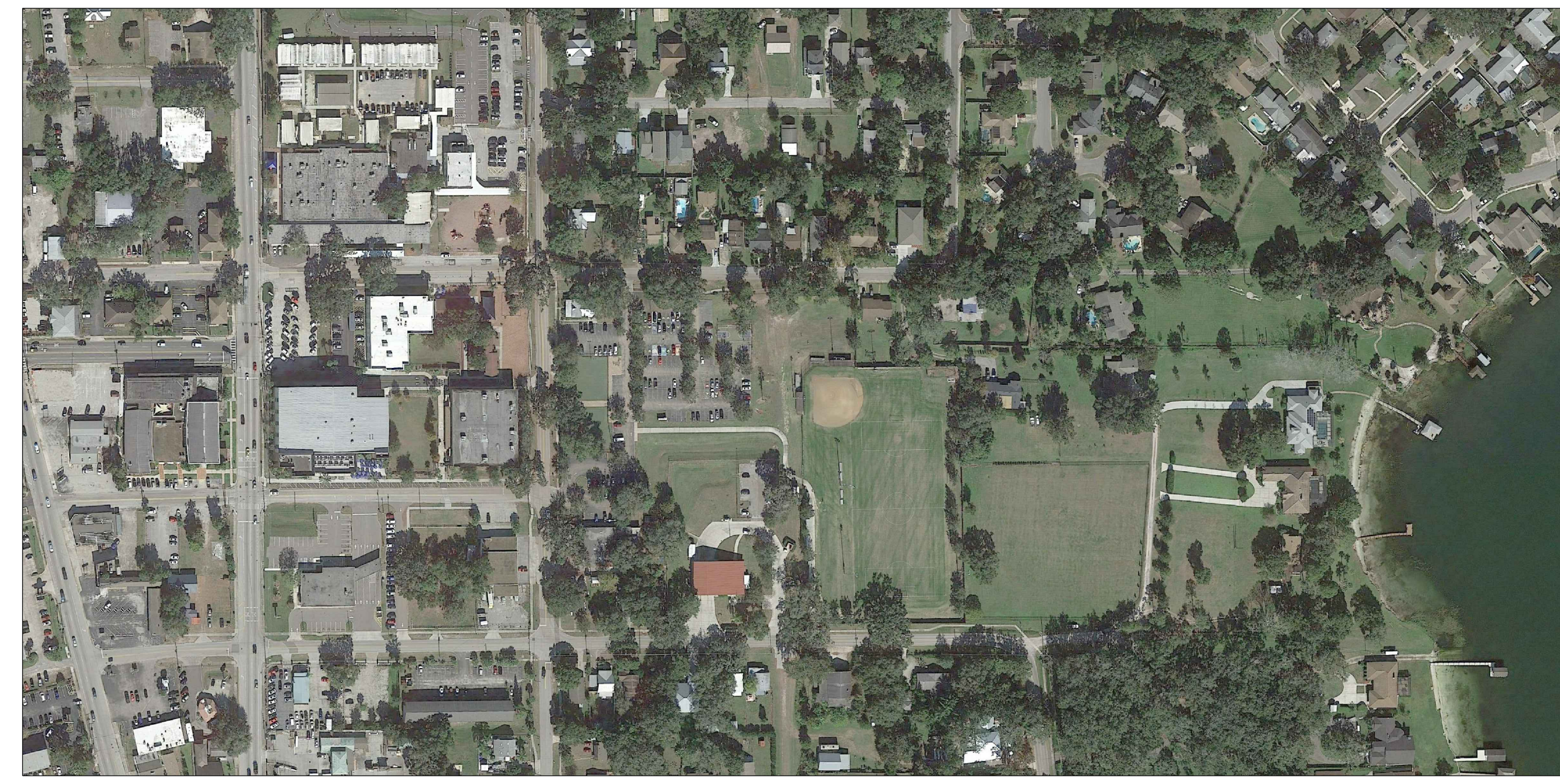
SOUTH

CIVICA PROJECT No:
200108
ISSUED FOR:
SITE PLAN APPROVAL

No.	DATE	REVISION	BY

DRAWN BY: **SG** APPROVED BY: **RL**
DATE: **2020-08-31** SCALE: **As Shown**
KEYPLAN

PROPOSED- AERIAL VIEWS 2
SCALE: N.T.S. A-2



EXISTING CONDITION 1
SCALE: N.T.S. A-2

SEAL/SIGNATURE

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SHEET TITLE
AERIAL VIEWS EXISTING & PROPOSED

SHEET NUMBER
A-2



No.	DATE	REVISION	BY

DRAWN BY: APPROVED BY:
SG RL
DATE: 2020-08-31 SCALE: As Shown
KEYPLAN

SEAL/SIGNATURE

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AR - 0013160

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SHEET TITLE

PROPOSED BUILDING PLANS, IMAGES

SHEET NUMBER
A-3



NORTHEAST VIEW



TOP VIEW



NORTH VIEW



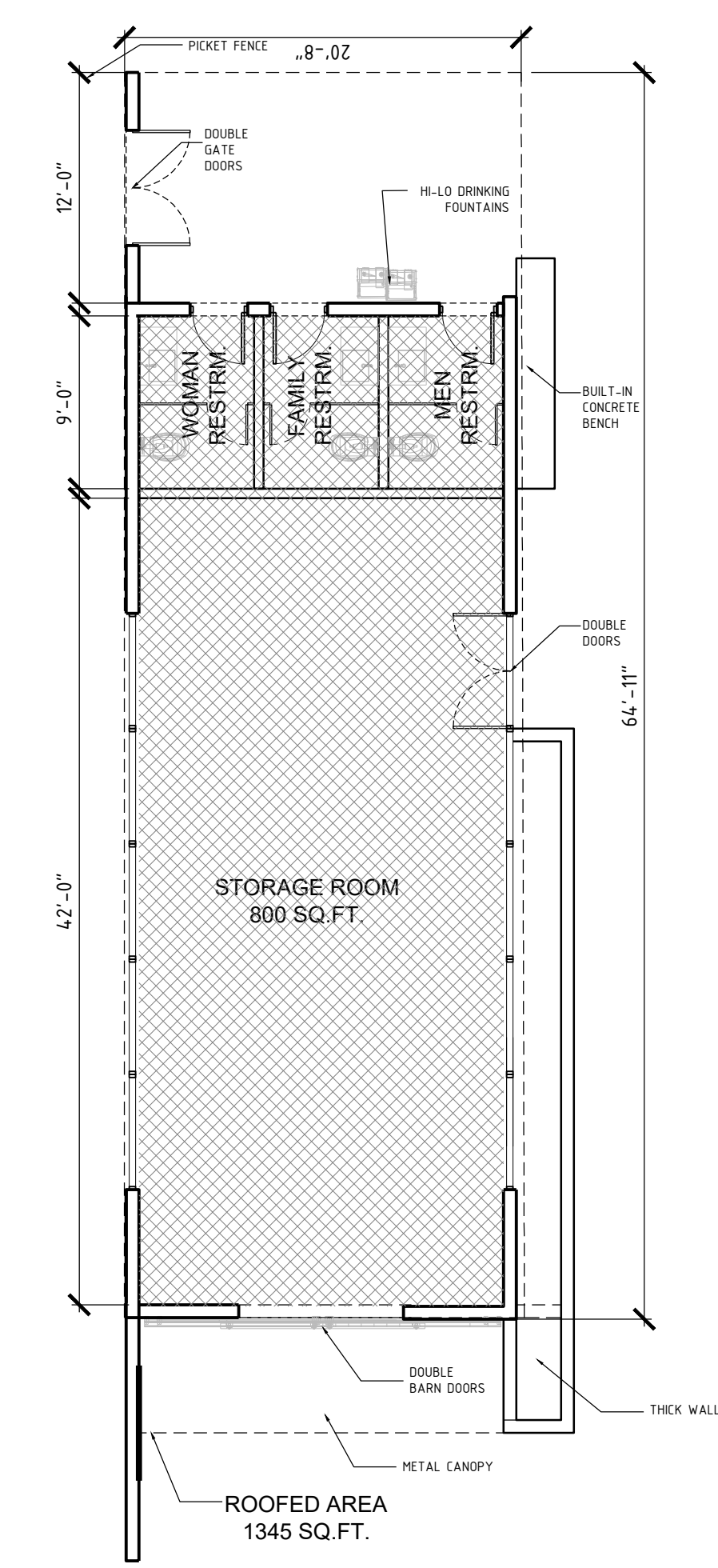
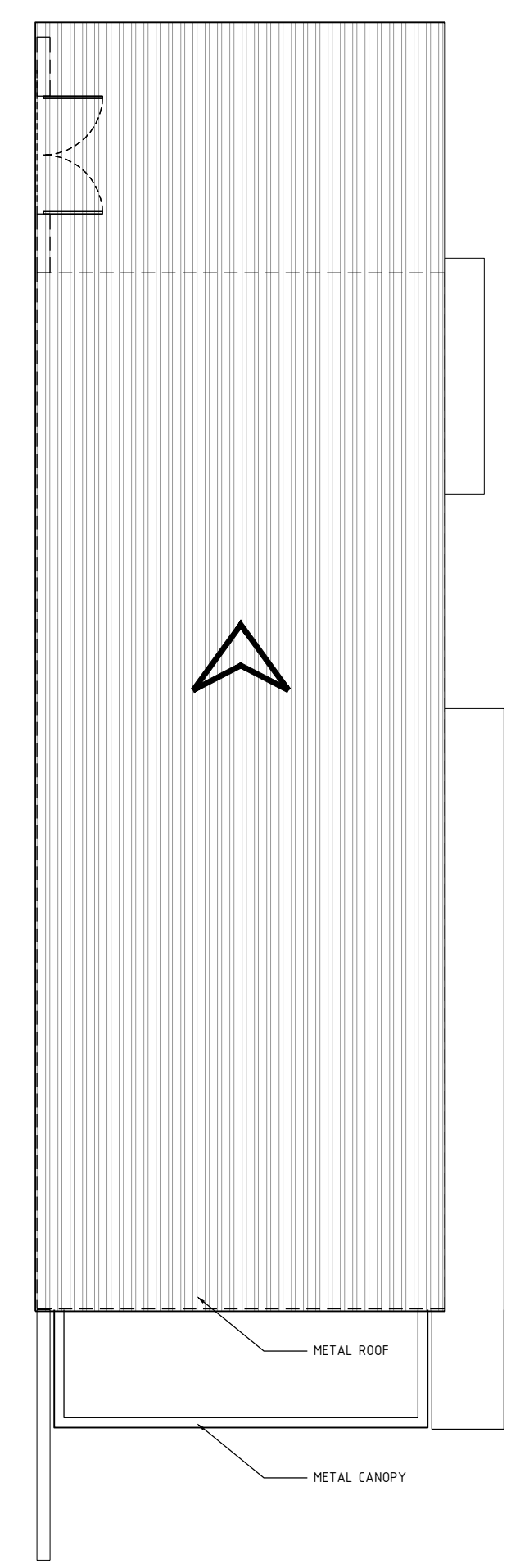
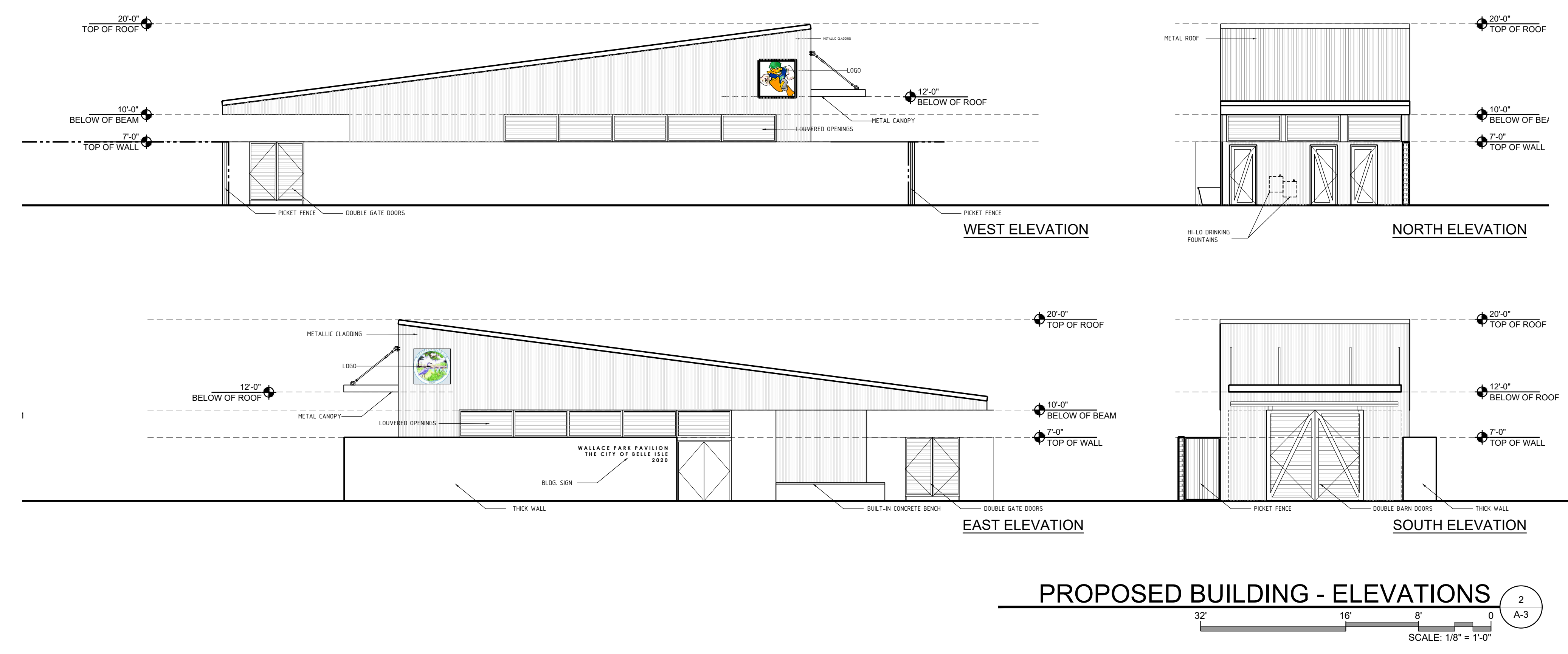
WEST VIEW



NORTHEAST VIEW



SOUTHEAST VIEW



PROPOSED BUILDING - PLANS

SHEET NUMBER
A-3

SCALE: 1/8" = 1'-0"

Table with 4 columns: No., DATE, REVISION, BY. It is a revision table for the site plan approval.

DRAWN BY: DPD APPROVED BY: RL DATE: 2020-08 SCALE: A:Sho

SEAL/SIGNATURE DOUGLAS PETER DIERLICH LA-1696 STATE OF FLORIDA LANDSCAPE ARCHITECT

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SHEET TITLE LANDSCAPE PLAN

SHEET NUMBER L-1

LANDSCAPE ALONG RIGHT-OF-WAY

LENGTH ALONG ROW 338.5 LIN.FT. TREES REQUIRED: TREES PROVIDED = 12 TREES PROVIDED

INTERNAL LANDSCAPING REQUIREMENTS:

TOTAL AREA OF SITE = 104,686 SQ.FT. = 2.4 ACRES TOTAL IMPERVIOUS AREA = 5,635 SQ.FT. INTERIOR LANDSCAPE AREA REQUIRED = 5,635 SQ.FT. X .025 = 141 SQ.FT. REQUIRED INTERIOR LANDSCAPE AREA PROVIDED = 368 SQ.FT. TREES REQUIRED = 1 TREE / 100 S.F. = 1.4 TREES TREES PROVIDED = 3 TREES PROVIDED

TREE PLANTING SCHEDULE

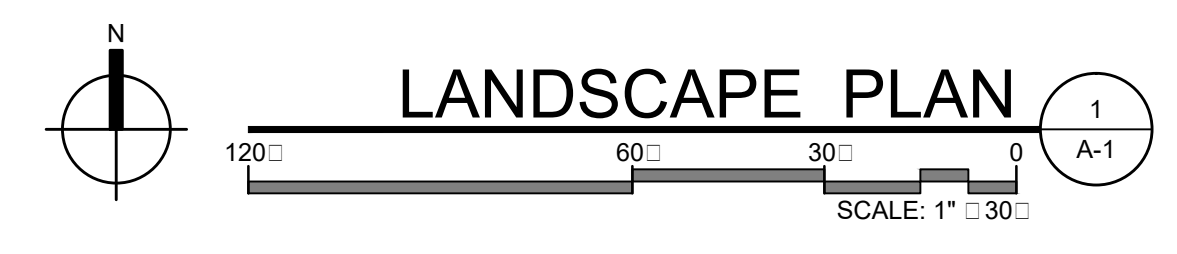
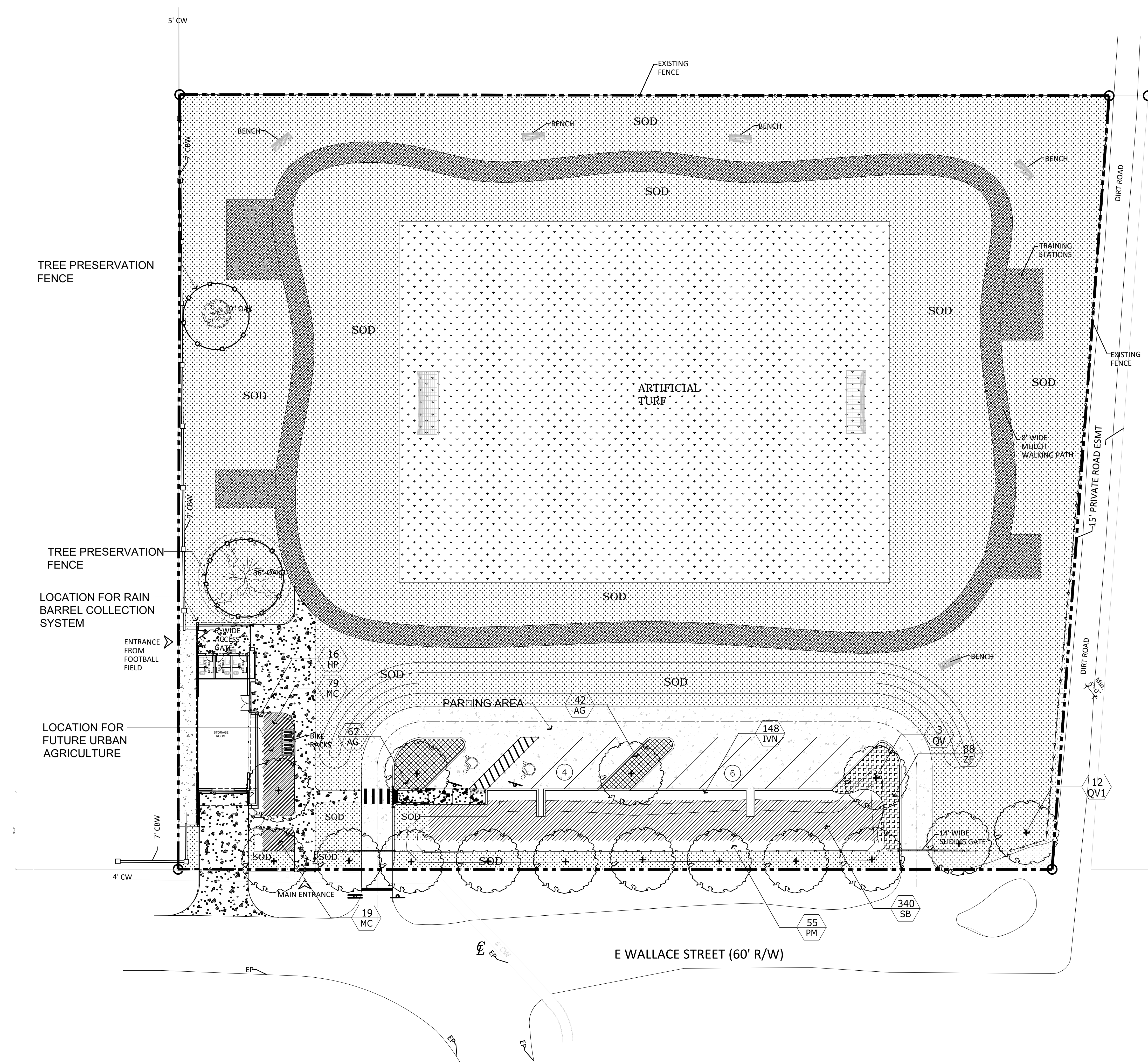
Table with 7 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists tree types like QV1 and QV.

SHRUB PLANTING SCHEDULE

Table with 7 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists shrub types like AG, HP, IVN, MC, PM, SB, ZF.

SOD-MULCH:

Table with 6 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists SOD and ARTIFICIAL TURF quantities.





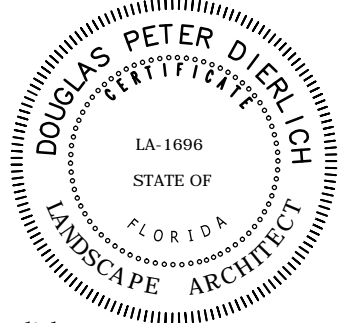
No.	DATE	REVISION	BY

DRAWN BY: DPD APPROVED BY: RL

DATE: 2020-08 SCALE: A=Sho

KEYPLAN

SEAL/SIGNATURE



Douglas Dierlich
LA0001696

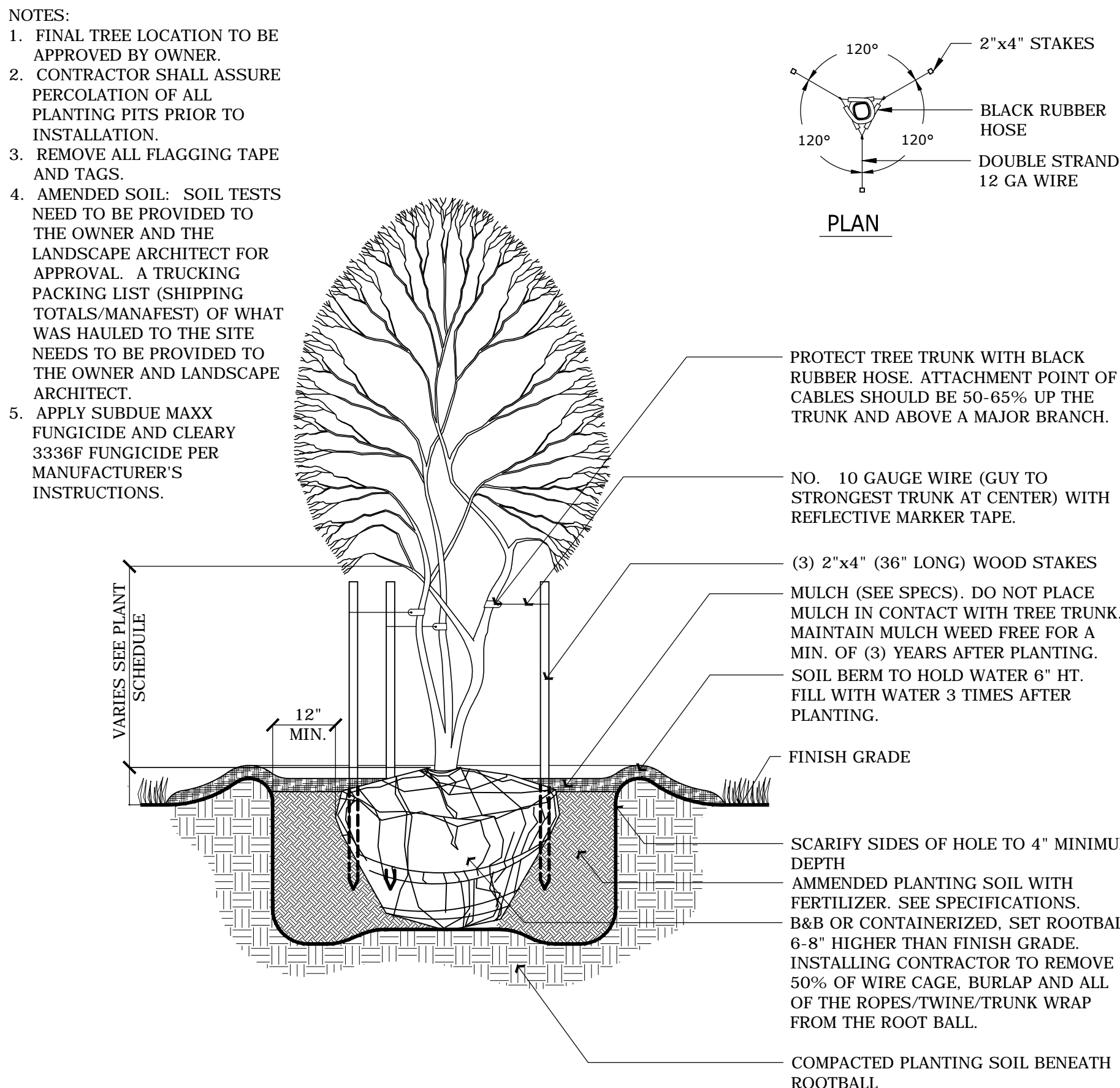
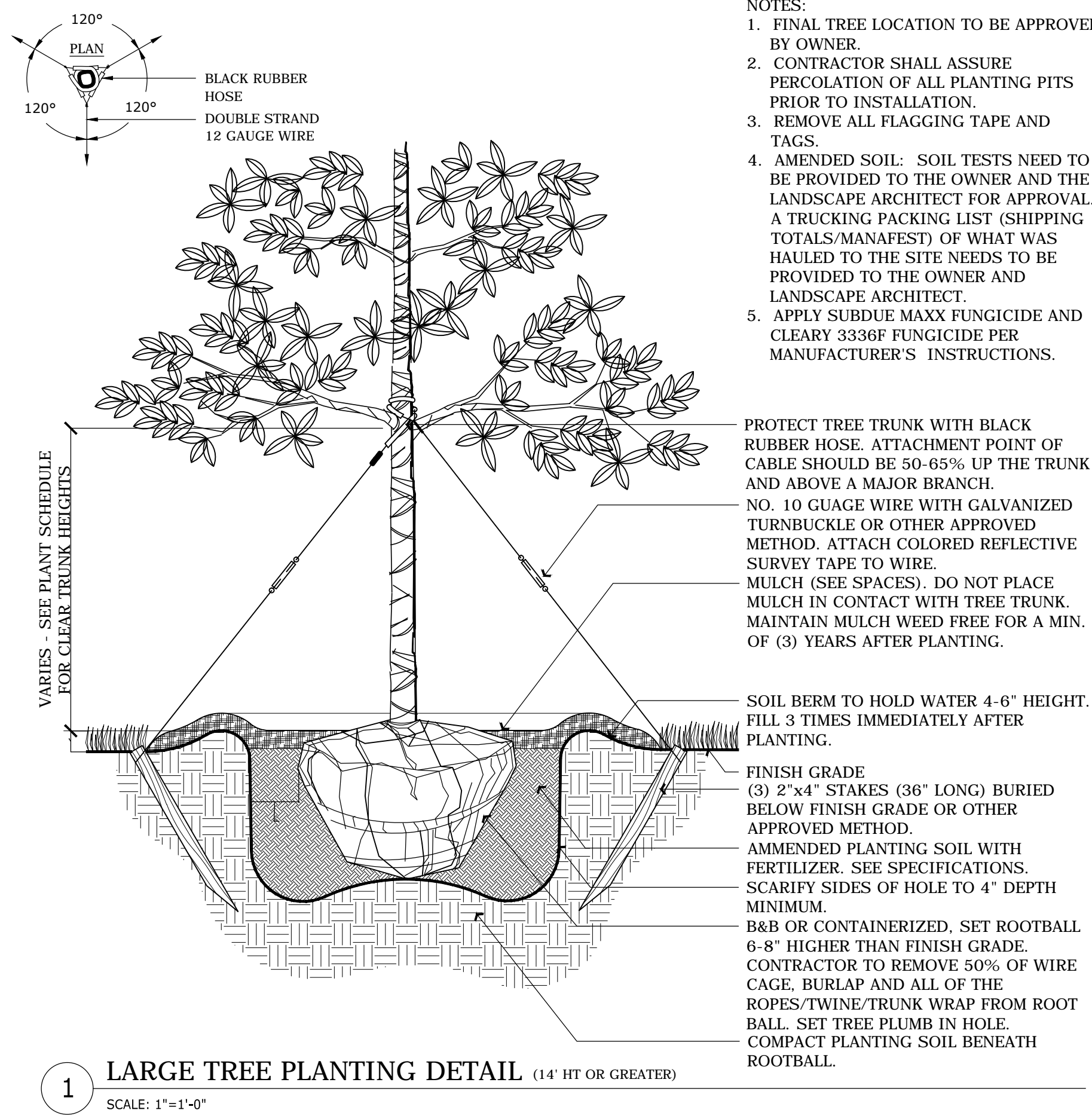
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SHEET TITLE

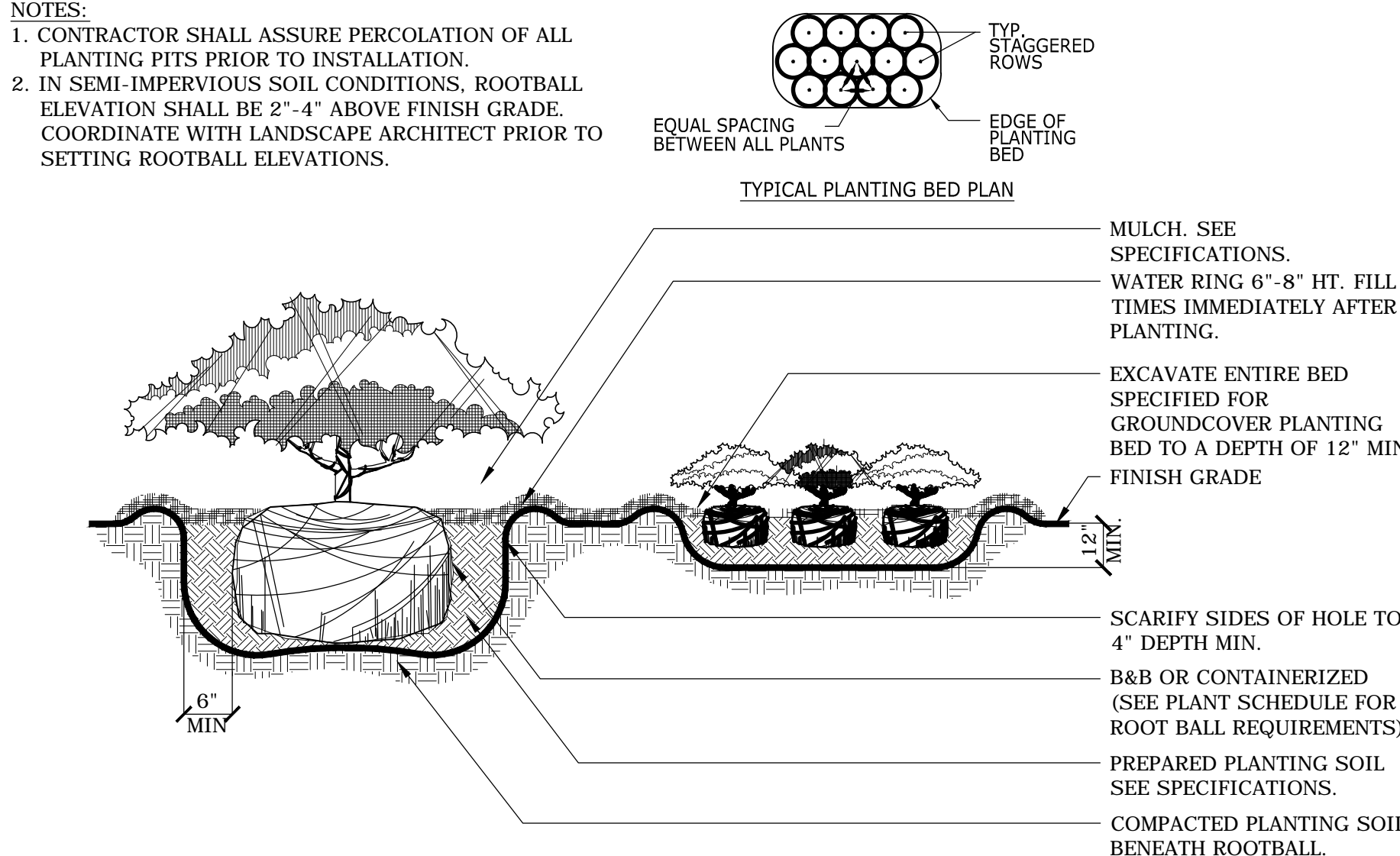
LANDSCAPE
DETAILS

SHEET NUMBER

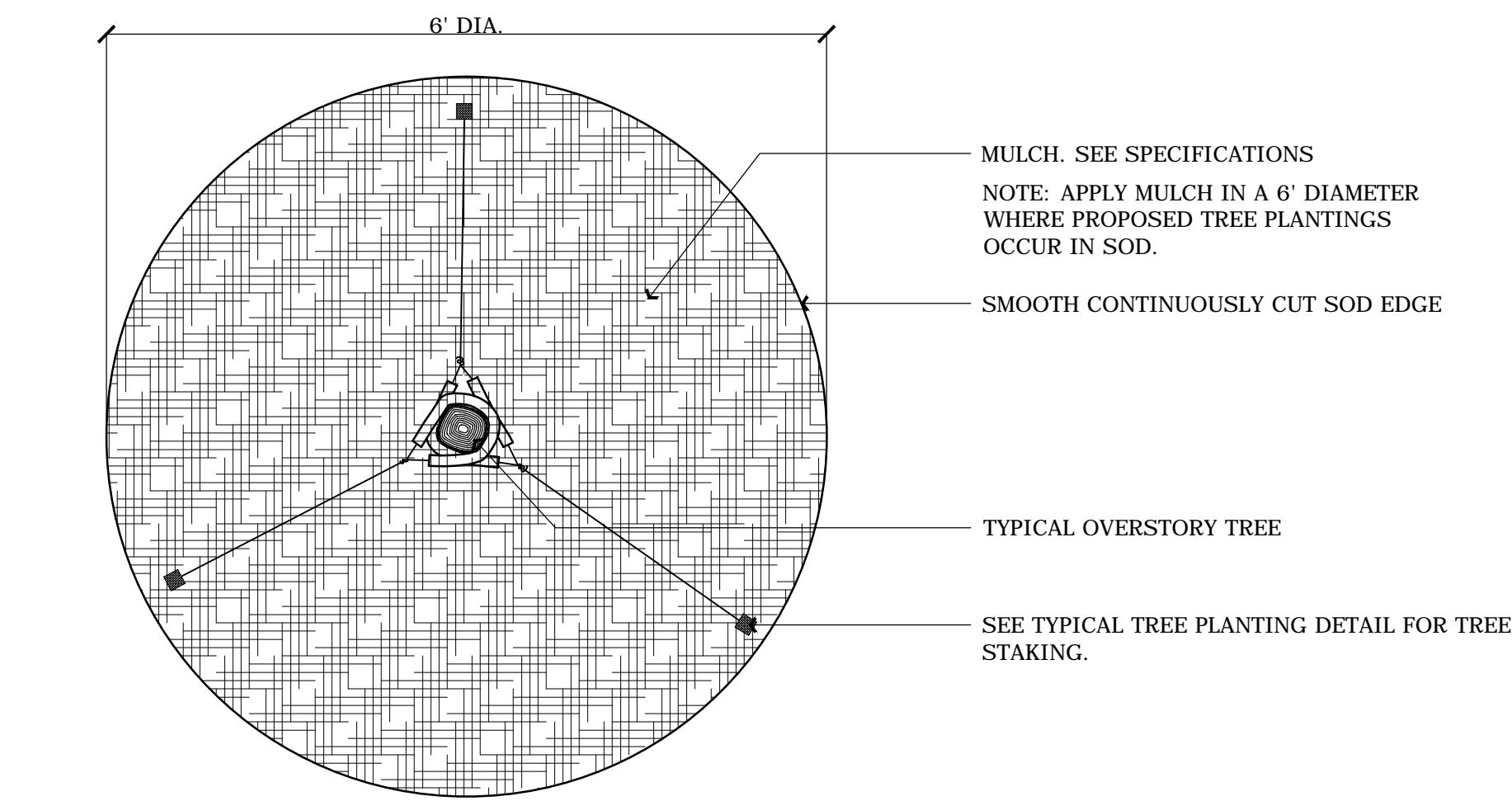
L-2



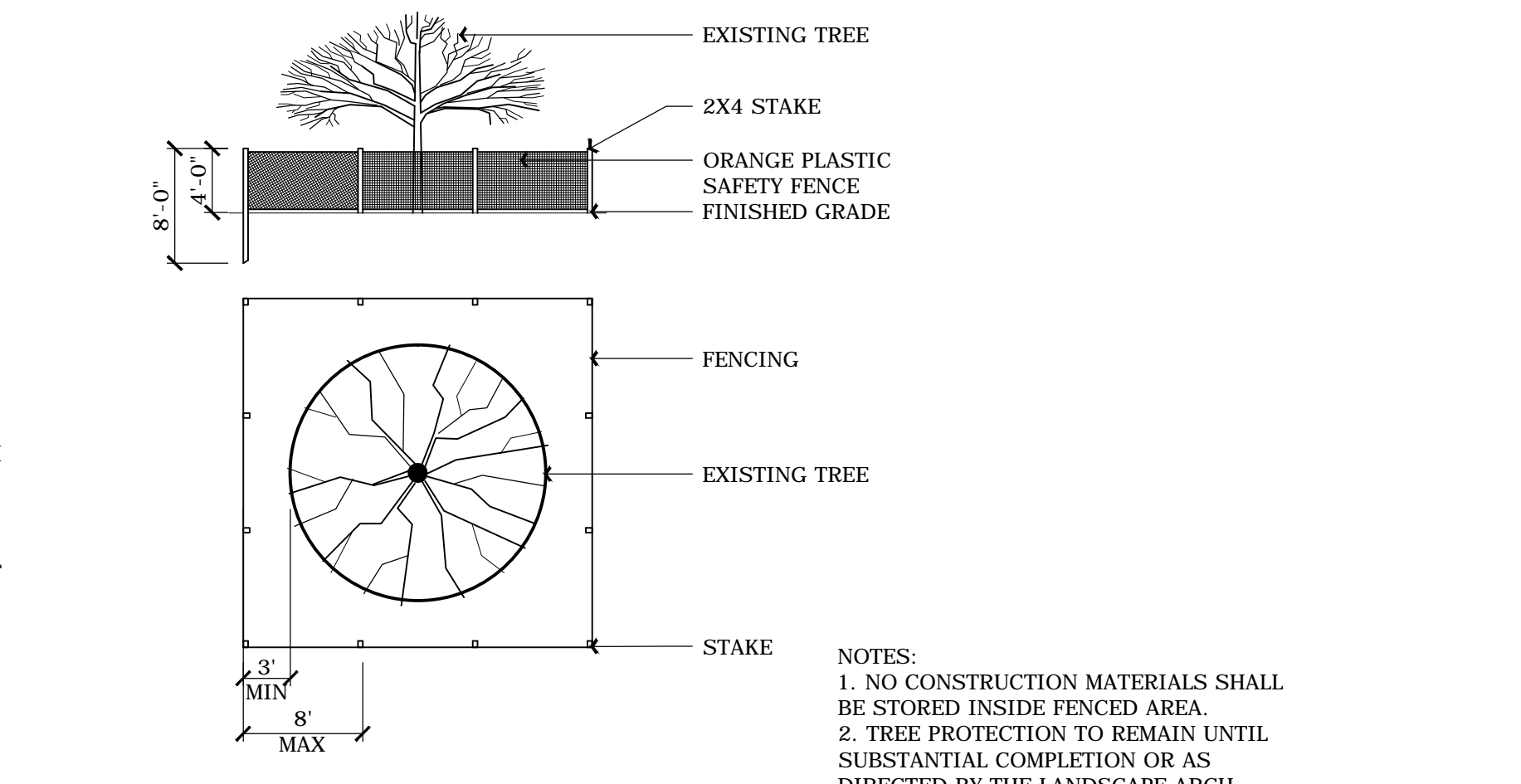
4 MULTI TRUNK TREE PLANTING DETAIL
SCALE: NOT TO SCALE



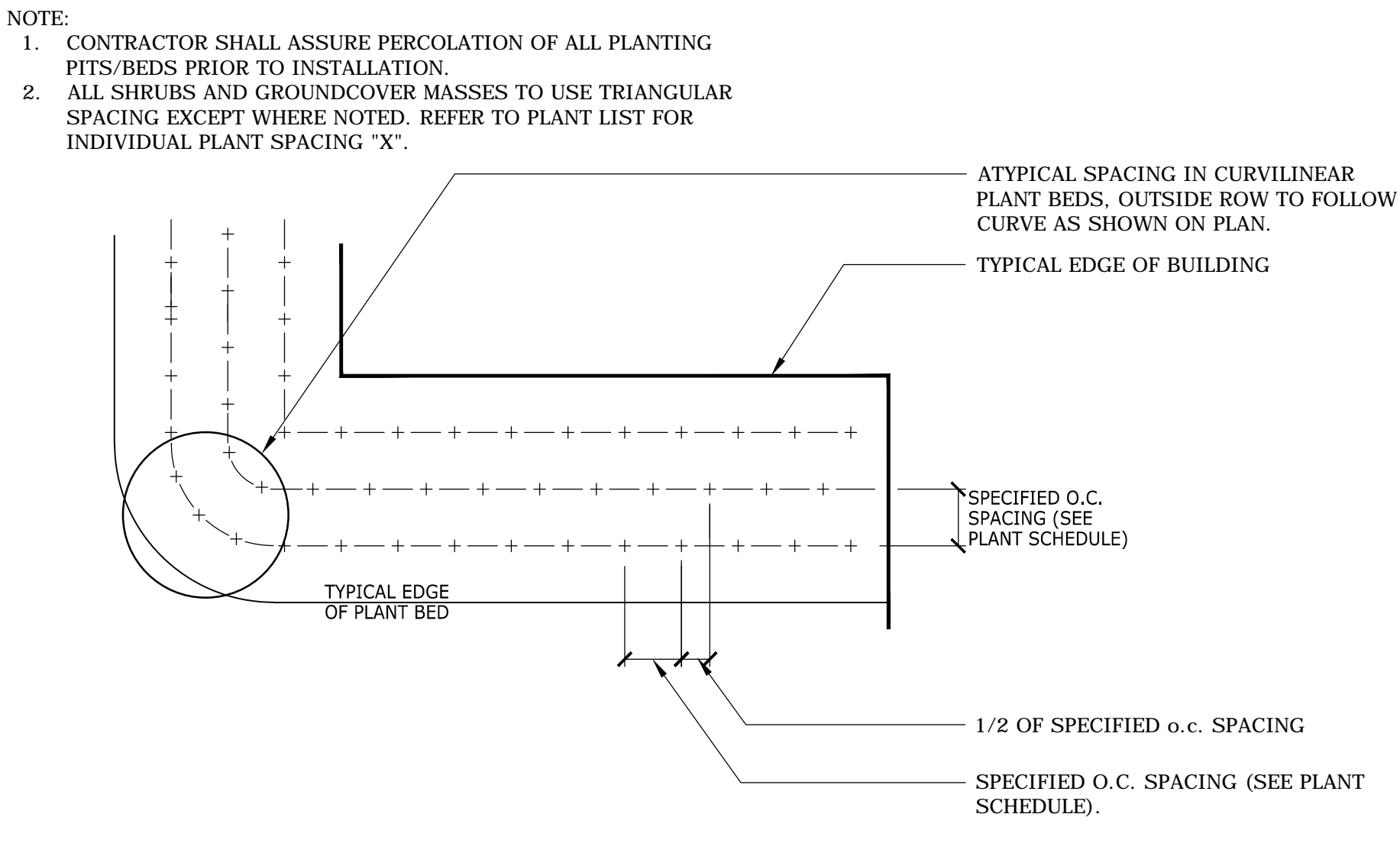
2 SHRUB AND GROUND COVER DETAIL
SCALE: NOT TO SCALE



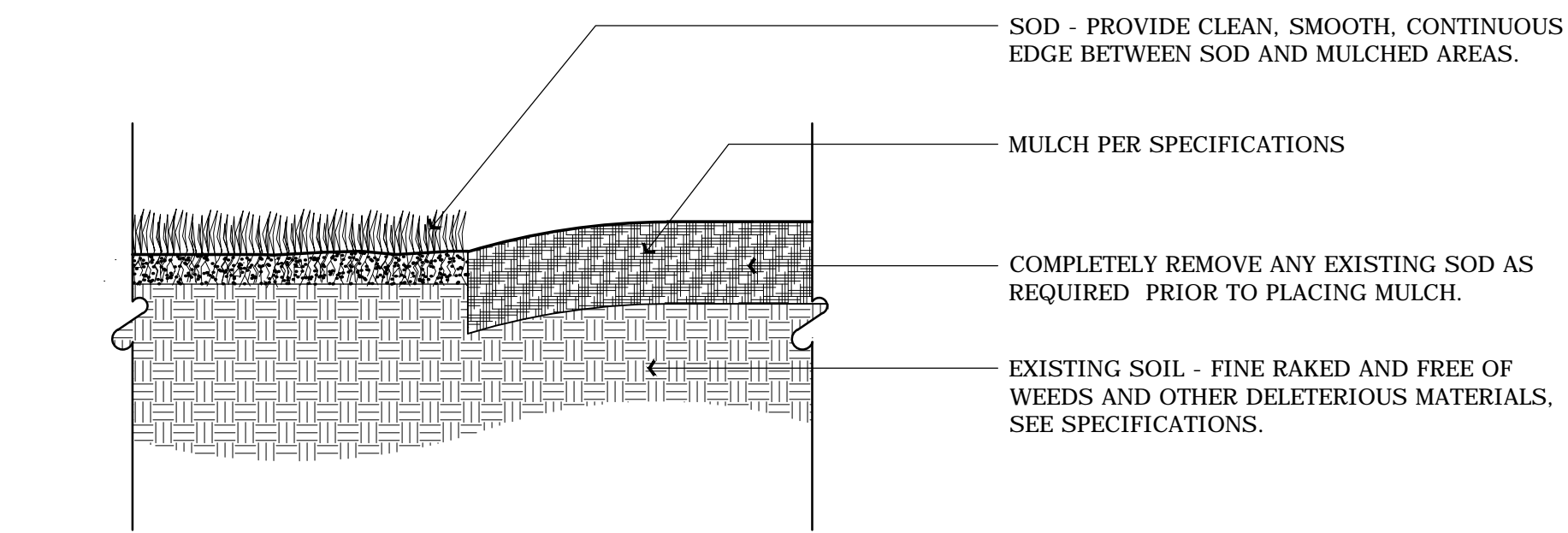
5 TREE MULCHING IN SOD AREAS
SCALE: NOT TO SCALE



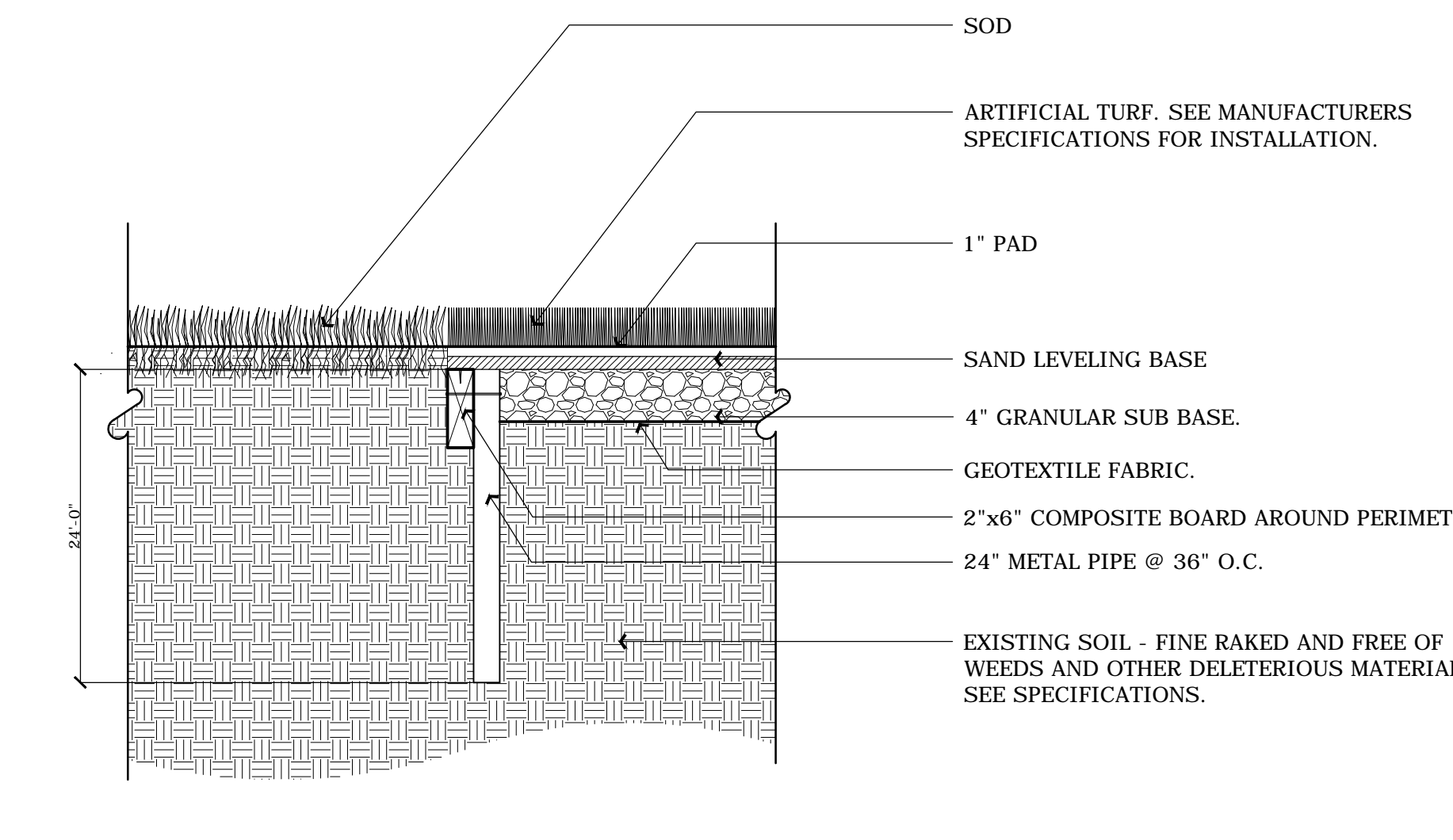
7 EXISTING TREE PROTECTION
NTS



3 TYP. GROUND COVER SPACING DETAIL
SCALE: NOT TO SCALE



6 MULCH EDGE DETAIL
SCALE: NOT TO SCALE



8 ARTIFICIAL TURF INSTALLATION DETAIL
SCALE: NOT TO SCALE

GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH DRAWINGS FOR ALL DIVISIONS OF WORK.
2. CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH EXISTING SITE CONDITIONS PRIOR BIDDING WORK AND AGAIN PRIOR TO INITIATING CONSTRUCTION. ALL EXISTING SITE ROADS, PARKING LOTS, CURBS, UTILITIES, SEWERS AND OTHER ELEMENTS TO REMAIN SHALL BE FULLY PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL PROJECT CONDITIONS RELATIVE TO THE DRAWINGS PRIOR TO INITIATING ANY WORK.
4. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WITH WORK. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN PLANS AND ACTUAL SITE CONDITIONS. NO WORK SHALL BE DONE IN AREAS WHERE SUCH DISCREPANCIES EXIST. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
5. ALL BASE INFORMATION PROVIDED BY OWNER. CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION PRIOR TO BEGINNING WORK.
6. THE BASE MAPPING/SURVEY WAS PROVIDED BY _____. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
7. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO COMMENCING WITH WORK.
8. CONTRACTOR SHALL COORDINATE ACCESS AND STAGING AREAS WITH THE OWNER'S REPRESENTATIVE.
9. CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 48 HOURS MINIMUM PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND OTHER ELEMENTS AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
10. NOTIFY OWNER'S REPRESENTATIVE 72 HOURS IN ADVANCE OF ANY PLANNED UTILITY INTERRUPTION.
11. CONTRACTOR SHALL COMPLY WITH STATE AND LOCAL LAWS AND REGULATIONS REGARDING NOTIFICATION OF EXISTING GAS AND OIL PIPELINE COMPANY OWNERS. EVIDENCE OF SUCH NOTICE SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
12. CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THE DRAWINGS, AS WELL AS, ANY DISCOVERED DURING THE CONSTRUCTION PROCESS.
13. CONTRACTOR SHALL EMPLOY SKILLED PERSONNEL AND USE EQUIPMENT NECESSARY TO ENSURE THAT ALL WORK IS PROFESSIONALLY AND PROPERLY INSTALLED AND IN FULL COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND DETAILS.
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.
15. THE CONTRACTOR SHALL COORDINATE ALL WORK AND BE RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCE AND PROCEDURE OF WORK.
16. CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
18. THE LIMIT OF CONSTRUCTION LINE SHOWN DEFINES THE LIMIT OF WORK IN THIS CONTRACT. THERE MAY BE INSTANCES WHERE EROSION PROTECTION DEVICES AND UTILITY SYSTEMS EXTEND BEYOND THE PROJECT LIMITS LINE IN ORDER TO SUCCESSFULLY COMPLETE OPERATIONS AND/OR TIE INTO ADJACENT SYSTEMS.
19. MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCE, ORANGE GEO FENCE AND/OR OTHER MEASURES) DURING CONSTRUCTION. PROVIDE ADDITIONAL MEASURES AS NECESSARY TO MINIMIZE ADVERSE IMPACTS TO THE ADJACENT WATER BODIES, SURFACES AND STORM SEWERS ACCORDING TO ALL APPLICABLE FEDERAL/STATE/LOCAL LAWS AND REGULATIONS.
20. REPORT ALL EXISTING DAMAGE OF EXISTING SITE IMPROVEMENTS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT DAMAGE.
21. CONTRACTOR SHALL PROTECT, BY WHATEVER MEANS NECESSARY, THE EXISTING SITE IMPROVEMENTS TO REMAIN. ALL DAMAGED ITEMS SHALL BE REPLACED OR REPAIRED AT NO ADDITIONAL COST TO THE OWNER. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY IF ANY DAMAGE OCCURS.
22. ALL AREAS WITHIN THE DRIPLINES OF EXISTING TREES SHALL REMAIN FREE OF CONSTRUCTION MATERIAL, DEBRIS, VEHICLES AND FOOT TRAFFIC AT ALL TIMES. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING, BARRICADES AND/OR OTHER SUITABLE GUARDS OUTSIDE DRIP LINE (OUTSIDE PERIMETER OF BRANCHES) TO PROTECT TREES AND PLANT MATERIAL TO REMAIN. NO WORK SHALL BE PERFORMED WITHIN THE DRIPLINE OF EXISTING TREES UNLESS INDICATED. ALL WORK INDICATED TO BE PERFORMED WITHIN THE DRIPLINE OF TREES SHALL BE DONE BY HAND AND CARE SHALL BE TAKEN TO MINIMIZE DISTURBANCE TO THE TREE ROOTS.
23. EACH CONTRACTOR SHALL VERIFY THE CONDITION AND COMPLETENESS OF ALL WORK PERFORMED BY OTHERS IN RELATION TO HIS/HER PROJECT WORK RESPONSIBILITIES INCLUDING THE CHECKING OF EXISTING ELEVATIONS OR STRUCTURES PRIOR TO INITIATING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE IF ANY SITE CONDITIONS ARE INCOMPLETE, MISSING OR DAMAGED.
24. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES AFFECTED BY HIS CONSTRUCTION OPERATIONS CLEAN AND FULLY OPERATIONAL AT ALL TIMES.
25. CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION.
26. ALL CONSTRUCTION DEBRIS AND REMOVED ITEMS SHALL BE DISPOSED OF LEGALLY OFF-SITE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

GENERAL NOTES FOR LANDSCAPE PLANTING

1. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, SPECIFICATIONS, PLANT LIST AND PLANS FOR FURTHER AND COMPLETE PLANTING INSTALLATION INSTRUCTIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL EXISTING GROUND COVERS FOR ALL NEW PLANTING BEDS BY APPROVED MEANS PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING PLANTING OR LAWN AREAS INDICATED TO REMAIN WHILE COMPLETING NEW PLANTING INSTALLATION WORK WITH SAME KIND OF PLANTS OR GRASS TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.
3. THE CONTRACTOR SHALL BEAR ALL COST ASSOCIATED WITH SOIL TESTING AND SOIL AMENDMENTS AS REQUIRED AS A RESULT OF THE SOIL TESTING LABORATORY'S RECOMMENDATIONS. PRIOR TO INITIATING INSTALLATION THE CONTRACTOR SHALL PROVIDE SOIL TEST FOR AT LEAST TWO ON-SITE LOCATIONS.
4. ALL PLANT CONTAINER SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE OF CONTAINERS IF NECESSARY TO CONFORM TO THE PLANT SIZE AND SPECIFICATIONS.
5. ALL TREES SHALL HAVE SIX (6") CLEAR TRUNKS UNLESS OTHERWISE NOTED ON THE PLANT LIST. ANY TREE TRUNK WITH A "V" SHAPED CROTCH WILL BE REJECTED. ALL TREE CALIPER (CAL.) SIZES NOTED ON THE PLANT LIST ARE MINIMUM. INCREASE SIZE IF NECESSARY TO CONFORM TO SPECIFIED PLANT SIZE IN THE PLANT LIST.
6. EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER THE DETAILS AND/OR SPECIFICATIONS FOR ALL SLOPES THAT ARE GREATER THAN 3:1 (SLOPES 1' VERTICAL FOR EVERY 3' HORIZONTAL). SEE PLANS FOR LOCATIONS WHERE SLOPES ARE GREATER THAN 3:1.
7. SHRUB AND GROUND COVER PLANTINGS ARE TYPICALLY SHOWN ON THE PLANS IN MASS PLANTING BEDS. PLANTS SHALL BE SET IN A TRIANGULAR SPACING PATTERN (STAGGERED SPACING). PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE INDICATED IN THE PLANT LIST.
8. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST THE LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING TREES AND UNDERSTORY VEGETATION TO REMAIN, UNDERGROUND AND ABOVE GROUND UTILITIES AND ALL OTHER ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY CHANGES.

GENERAL NOTES FOR LANDSCAPE PLANTING (cont.)

9. ANY SUBSTITUTIONS TO PLANT MATERIAL SIZE OR TYPE MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR ALTERATIONS TO THE LANDSCAPE PLANTING PLANS OR PLANT LIST & MATERIALS WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. ANY LANDSCAPE PLANTING INSTALLED THAT DOES NOT CONFORM TO THE PLANS, PLANT LIST AND SPECIFICATIONS SHALL BE REPLACED IMMEDIATELY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING AS REQUIRED TO MAINTAIN AND ESTABLISH ALL PLANTING (NEW, EXISTING TO BE RELOCATED, AND EXISTING PLANTINGS TO REMAIN WHILE IRRIGATION SYSTEM IS BEING INSTALLED OR REPAIRED) TO SUPPLEMENT IRRIGATION AND RAINFALL. THE IRRIGATION SYSTEM IS DESIGNED TO MAINTAIN THE LANDSCAPE PLANTINGS AND NOT ESTABLISH THEM. THE CONTRACTOR IS RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION SYSTEMS.
11. CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR FROM INSTALLATION WORK. THE CONTRACTOR SHALL REPLACE BY EQUAL SIZE AND QUALITY ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANTING REMOVAL, RELOCATION, AND/OR INSTALLATION.
12. EXISTING TREES OR OTHER PLANT MATERIAL INDICATED ON THE PLANS TO BE RELOCATED SHALL BE HANDLED, CARED FOR, AND MAINTAINED AS NEW PLANTINGS. THE CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED ROOT PRUNING, WRAPPING, TREE SPADING OR BALL AND BURLAPPING, ADDITIONAL SUPPLEMENTAL HAND WATERING, IRRIGATION MISTERS INSTALLED AT THE TREE CANOPY, OR ANY OTHER SOUND HORTICULTURAL PRACTICE REQUIRED TO ENSURE THE SURVIVAL OF ALL RELOCATED PLANT MATERIAL.
13. FOR SITE GRADING AND CONTOUR INFORMATION, EXISTING VEGETATION TO REMAIN, BUILDINGS AND OTHER SITE FEATURE LOCATIONS AND THE LOCATION OF ALL ABOVE AND BELOW GROUND UTILITIES SEE THE MOST CURRENT AND UP TO DATE ARCHITECTURAL, CIVIL, ELECTRICAL, STRUCTURAL AND MECHANICAL ENGINEERING DRAWINGS AS PROVIDED BY THE OWNER OR OWNER'S REPRESENTATIVE. FIELD LOCATE ALL UNDERGROUND UTILITIES, EXISTING VEGETATION TO REMAIN AND ANY OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING ANY LANDSCAPE PLANTING OR IRRIGATION INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGE COMMITTED TO EXISTING OR PROPOSED ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER AND OWNER'S REPRESENTATIVE.
14. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL AND EDGES OF PLANTING BEDS FOR THE REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INITIATING ANY INSTALLATION OF THE LANDSCAPE PLANTINGS.
15. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES AS REQUIRED.
16. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTING QUANTITIES AND TAKE-OFFS FOR PRICING/BIDDING. TOTAL QUANTITIES INDICATED ON THE PLANT LIST ARE FOR REFERENCE ONLY. INDIVIDUAL PLANT QUANTITIES SHOWN ON THE PLAN SHALL HAVE PRECEDENCE OVER PLANT LIST QUANTITIES. CONTRACTOR SHALL VERIFY QUANTITIES PRIOR TO CONSTRUCTION.
17. STAKE ALL BED LINES AND TREE LOCATIONS FOR THE LANDSCAPE ARCHITECT'S REVIEW PRIOR TO INSTALLATION. ALL PLANTING PROCEDURES ARE SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT AND THE CONTRACTOR SHALL CORRECT ANY DEFICIENCIES FOUND AT NO ADDITIONAL COST TO THE OWNER.
18. SECURE PLANT MATERIAL AS SPECIFIED ON PLANS. IN THE EVENT THAT PLANT MATERIALS SPECIFIED ARE NOT AVAILABLE, CONTACT LANDSCAPE ARCHITECT FOR APPROVED SUBSTITUTIONS. NO SUBSTITUTIONS FOR PLANT MATERIALS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
19. VERIFY THAT ALL PLANTING PRODUCTS, PLANT MATERIAL, AND PLANT QUANTITIES DELIVERED TO THE SITE MATCH WHAT IS INDICATED ON THE PLANS AND SPECIFICATIONS.
20. PROTECT ALL PLANT MATERIAL DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALLS, TRUNKS, BRANCHES AND THE DESICCATION OF LEAVES. PROTECT ALL PLANT MATERIAL DURING SHIPPING WITH SHADE CLOTH OR SHIP WITH ENCLOSED TRANSPORT. MAINTAIN PROTECTIONS AND HEALTH OF PLANT MATERIAL STORED ON SITE. HANDLE ALL TREES WITH NYLON STRAPS. NO CHAINS OR CABLES WILL BE ALLOWED. REMOVE UNACCEPTABLE PLANT MATERIAL IMMEDIATELY FROM THE SITE.
21. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, WELL FORMED, TRUE TO SPECIES, HARDENED OFF WITH VIGOROUS ROOT SYSTEMS, FULL CROWN AND CANOPIES, AND FREE FROM DISEASE, PESTS AND INSECTS, AND DEFECTS SUCH AS KNOTS, SUN SCALD, WINDBURN, LEAF DIS-COLORATION, IRREGULAR BRANCHING OR INJURIES.
22. ALL ROOT BALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK".
23. ALL PLANT MATERIAL SHALL CONFORM TO STANDARDS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF PLANT INDUSTRY, GAINSVILLE, FLORIDA.
24. ALL PLANT MATERIAL DELIVERED TO THE SITE IS SUBJECT TO THE REVIEW OF THE LANDSCAPE ARCHITECT BEFORE, DURING AND AFTER INSTALLATION.
25. PROVIDE PLANT SAMPLES OR PHOTOGRAPHS OF EACH PLANT SPECIFIED TO THE LANDSCAPE ARCHITECT FOR COMPLIANCE REVIEW PRIOR TO INSTALLATION.
26. TEST FILL ALL TREE AND PLANTING PITS WITH WATER, PRIOR TO PLANTING, TO ASSURE PROPER SOIL PERCOLATION. PITS WHICH DO NOT ADEQUATELY DRAIN SHALL BE FURTHER EXCAVATED TO A DEPTH SUFFICIENT FOR DRAINAGE TO OCCUR AND/OR BACKFILLED WITH SUITABLE DRAINAGE GRAVEL. NO ALLOWANCES SHALL BE MADE FOR PLANT MATERIAL LOSS DUE TO IMPROPER DRAINAGE. CONTRACTOR SHALL REPLACE LOST PLANT MATERIAL WITH SAME SIZE AND SPECIES AT NO ADDITIONAL COST TO OWNER.
27. ALL PLANT MATERIALS, INCLUDING RELOCATED PLANT MATERIAL, SHALL BE PLANTED IN A PROFESSIONAL MANNER TYPICAL TO THE INDUSTRY STANDARDS OF THE AREA TO ASSURE COMPLETE SURVIVABILITY OF ALL INSTALLED PLANT MATERIALS AS WELL AS TO PROVIDE AN AESTHETICALLY APPROVED PROJECT. CONTRACTOR SHALL REFER TO THE PLANTING DETAILS FOR MINIMUM SIZE AND WIDTH OF PLANTING PITS AND BEDS, GUYING AND STAKING, MULCHING, AND OTHER PLANTING REQUIREMENTS.
28. ALL PLANTING AREAS SHALL BE WEED FREE PRIOR TO PLANTING INSTALLATION.
29. REMOVE ALL PLANTING AND LANDSCAPE DEBRIS FROM THE PROJECT SITE AND SWEEP AND WASH CLEAN ALL PAVED AND FINISHED SURFACES AFFECTED BY THE LANDSCAPE INSTALLATION.
30. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC OR BURIAL PITS ARE ALLOWED IN THE TREE PROTECTION ZONE OF EXISTING TREES.
31. TREE BARRICADES MUST BE INSTALLED AROUND EXISTING TREES BEFORE ANY GRADING OR CONSTRUCTION AND NOT REMOVED UNTIL AFTER FINAL ACCEPTANCE OF THE JOB.

CIVICA
ARCHITECTURE & URBAN DESIGN

8323 NW 12th St. Suite 106
Doral, FL 33126
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305.593.9959
AA 26001093

PROJECT:
**WALLACE PARK
IMPROVEMENTS**

E WALLACE ST. BELLE ISLE, FL 32809

APPLICANT:

THE CITY OF BELLE ISLE



1600 NELA AVENUE
BELLE ISLE, FL 32809

CIVICA PROJECT No:
200108

ISSUED FOR:
**SITE PLAN
APPROVAL**

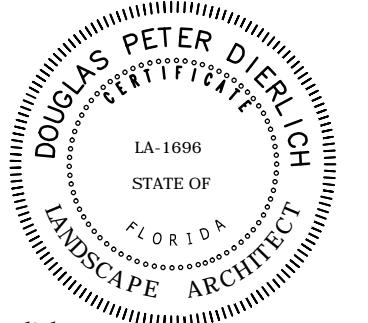
No.	DATE	REVISION	BY

DRAWN BY: APPROVED BY:
DPD RL

DATE: SCALE:
2020-08 A=1"=40'-0"

KEYPLAN

SEAL/SIGNATURE



Douglas Dierlich
LA0001696

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SHEET TITLE

**LANDSCAPE
NOTES**

SHEET NUMBER

L-3

LEGAL DESCRIPTION PER ACCURIGHT SURVEYS OF ORLANDO, INC.
DATED: 01/23/2018

OCPA PARCEL ID : 24-23-29-8977-00-021

A PORTION OF LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2, WALLER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 50 SECONDS EAST 300 FEET TO THE NORTH LINE OF SAID LOT 2, THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST 359.92 FEET; THENCE SOUTH 04 DEGREES 13 MINUTES 30 SECONDS WEST 300.39 FEET, TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 338.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: 104,686 SQUARE FEET OR 2.4033 ACRES MORE OR LESS.

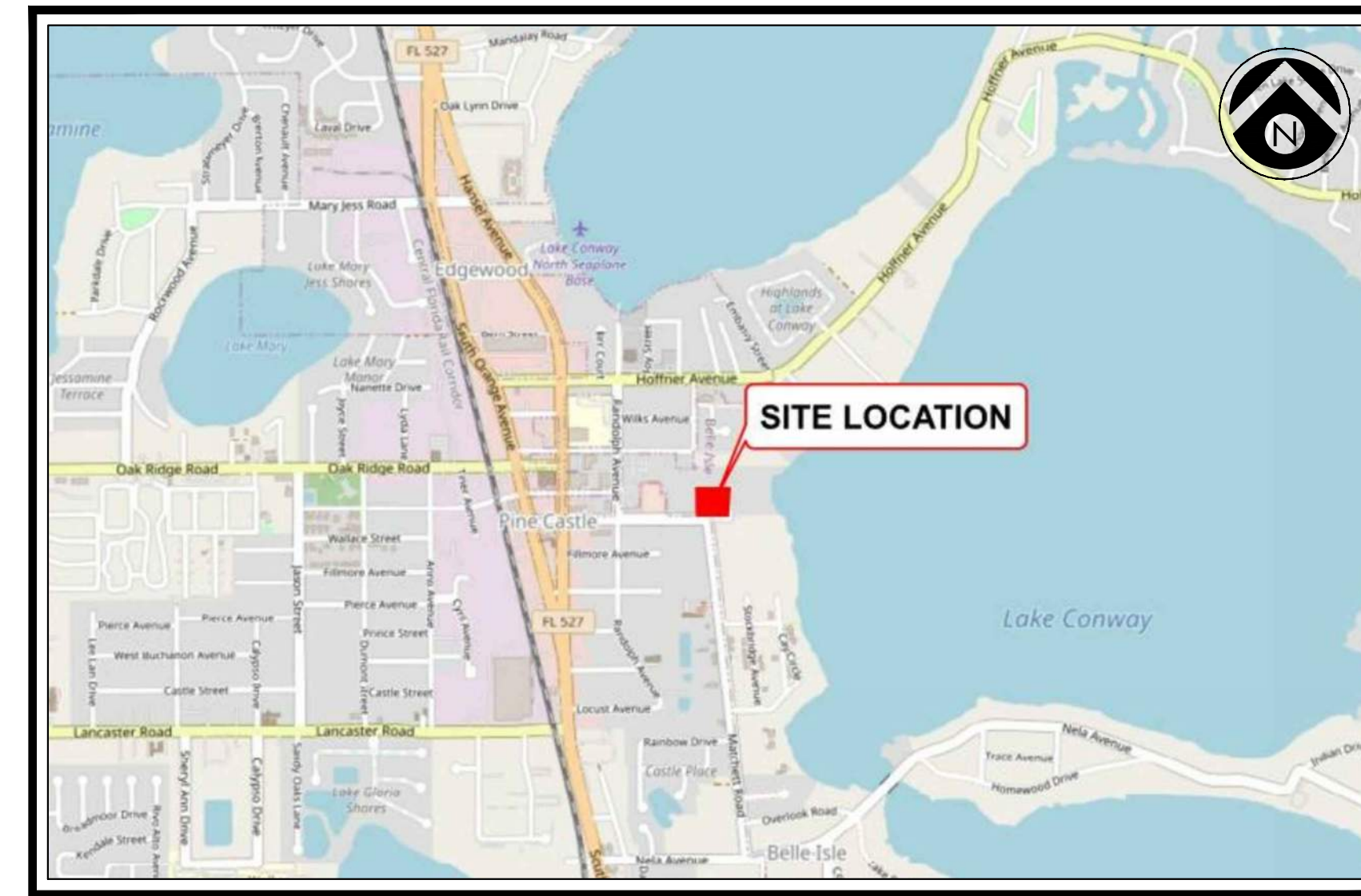
PRELIMINARY SITE PLAN FOR CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA OCPA PARCEL ID# 24-23-29-8977-00-021

SHEET INDEX

- COVER SHEET
- C1.0 EXISTING CONDITIONS
- C2.0 EROSION CONTROL, DEMO & M.O.T. PLAN
- C3.0 GEOMETRY PLAN
- C3.1 AERIAL SITE PLAN
- C3.2 FIRE TRUCK ROUTE PLAN
- C3.3 CROSS-SECTIONS
- C4.0 UTILITY PLAN
- C5.0 PAVING, GRADING & DRAINAGE PLAN



STREET VIEW



VICINITY MAP

SCALE: 1" = 2000'

UTILITY PROVIDERS

WATER/SEWER:
 ORANGE COUNTY UTILITIES
 9150 CURRY FORD ROAD
 ORLANDO, FL 32825
 CONTACT: VICTOR GONZALEZ
 (407) 836-6869, EXT. 66869

CITY WATER:
 ORLANDO UTILITIES COMMISSION
 6003 E. PERSHING AVENUE
 ORLANDO, FL 32822
 CONTACT: STEVEN LOCKINGTON
 (407) 434-2568

TELEPHONE:
 AT & T
 1120 S. ROGERS CIRCLE
 BOCA RATON, FL 33487
 CONTACT: DINO FARRUGGIO
 PHONE: (561) 997-0240

POWER:
 DUKE ENERGY
 452 E. CROWN POINT ROAD
 WINTER GARDEN, FL 34787
 CONTACT: STEPHANIE OLMO
 PHONE: (727) 905-3376

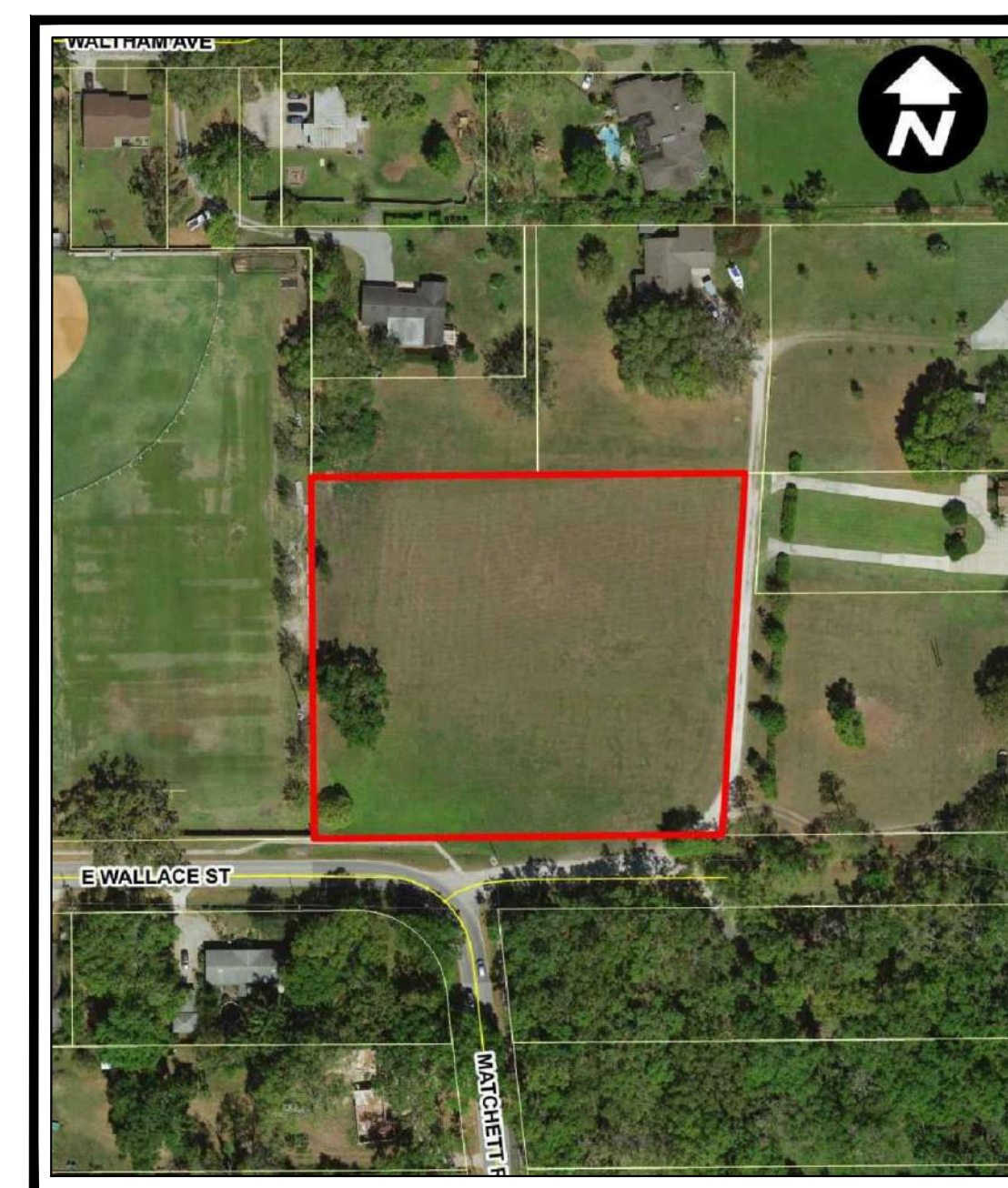
PROJECT TEAM

OWNER:
 CITY OF BELLE ISLE
 1600 NELA AVENUE
 BELLE ISLE, FL 32809

ARCHITECT/LANDSCAPE:
 CIVICA ARCHITECTURE & URBAN DESIGN
 ARCHITECT: ROLANDO LLANES, AIA
 8323 NW 12TH STREET SUITE 106
 MIAMI, FLORIDA 33126
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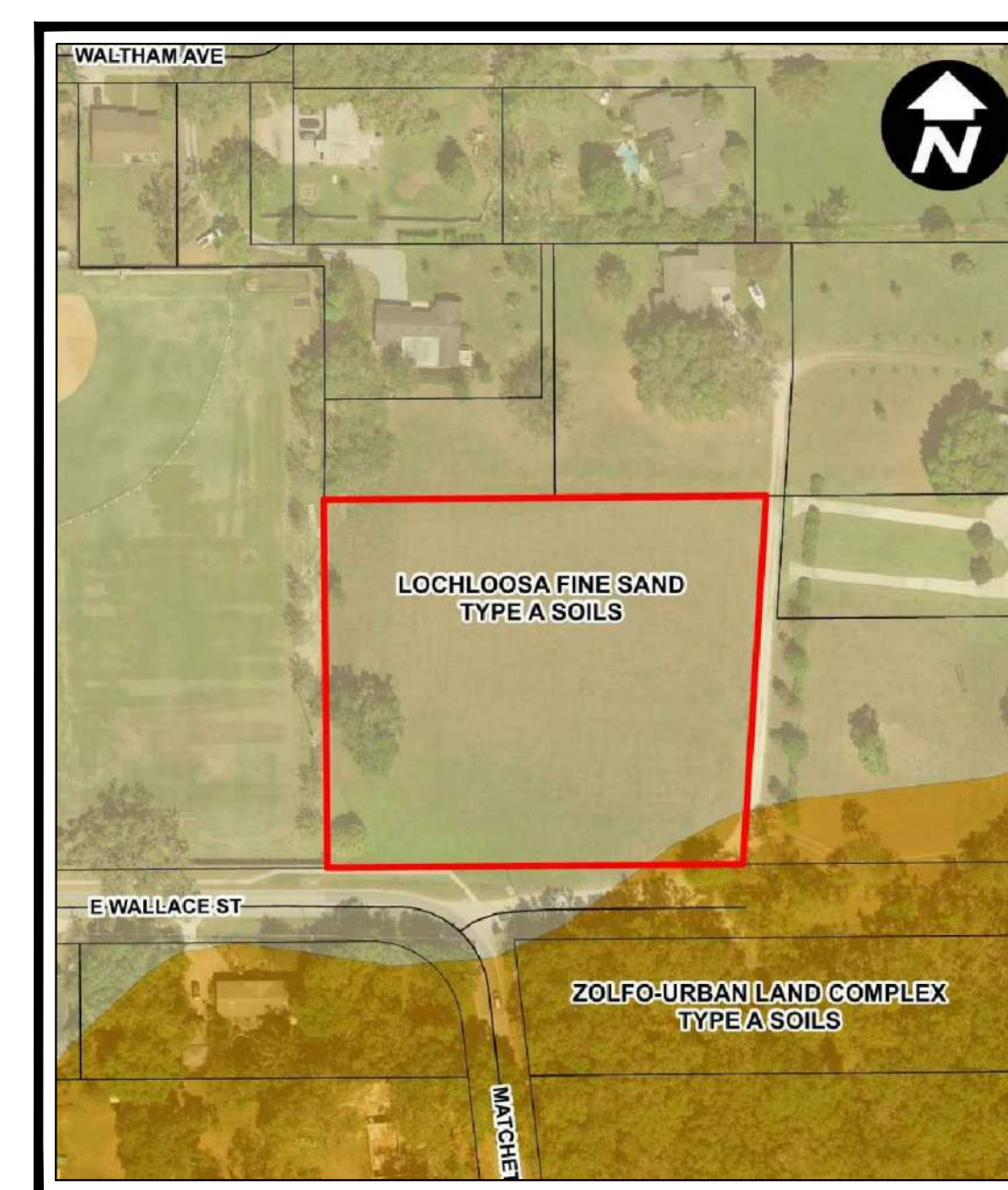
ENGINEER:
 APPIAN ENGINEERING, LLC
 ENGINEER: MAJOR STACY, P.E.
 2221 LEE ROAD SUITE 27
 WINTER PARK, FL 32789
 PHONE: (407) 960-5868
 FAX: (866) 571-8176
 EMAIL: MSTACY@APPIANFL.COM

SURVEYOR:
 ACCURIGHT SURVEYS OF ORLANDO, INC.
 SURVEYOR: JAMES D. BRAY
 2012 E. ROBINSON STREET
 ORLANDO, FL 32803
 PHONE: (407) 894-6314
 EMAIL: JBRAY@ACCURIGHTSURVEYS.NET



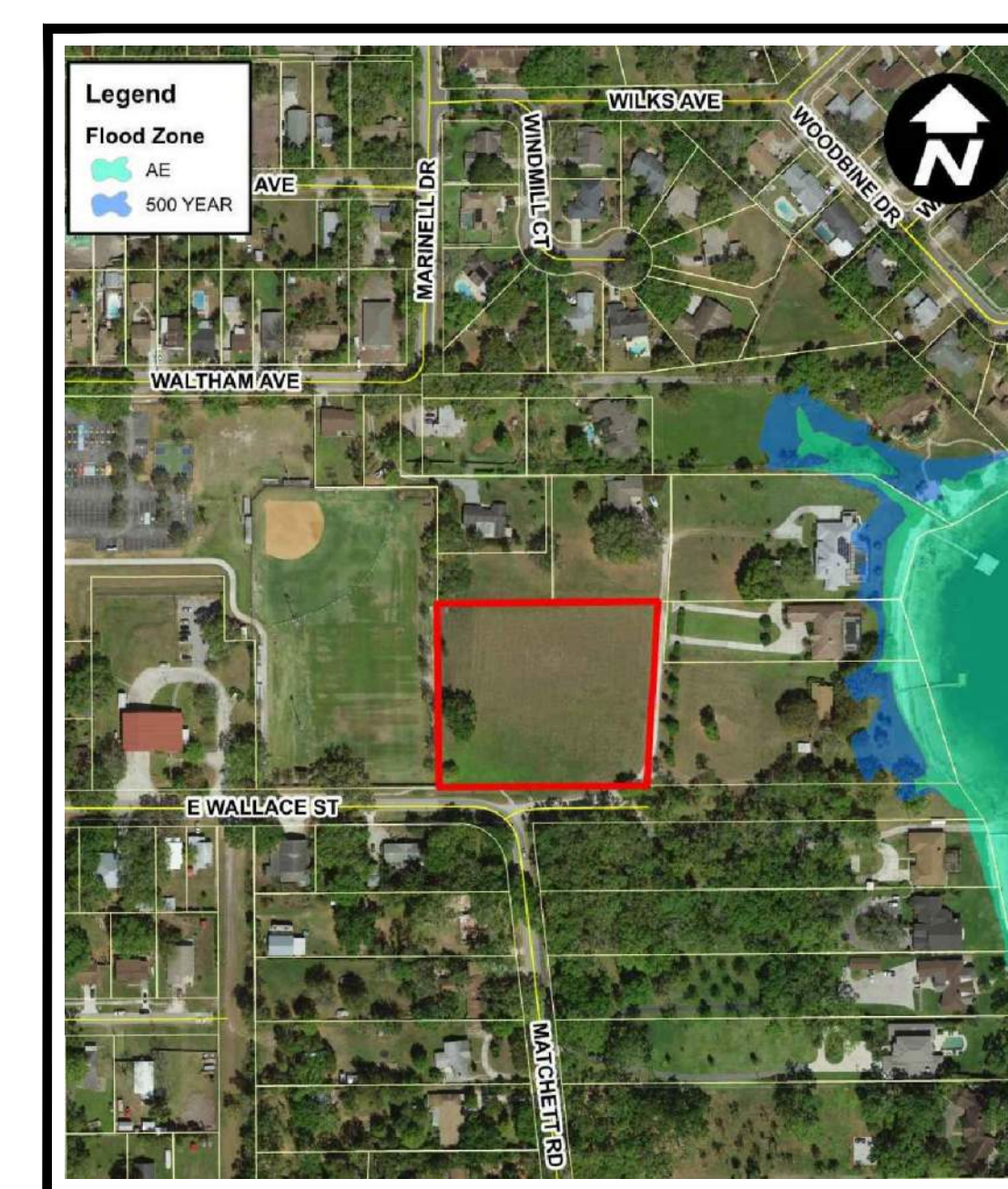
AERIAL MAP

SCALE: 1" = 1000'



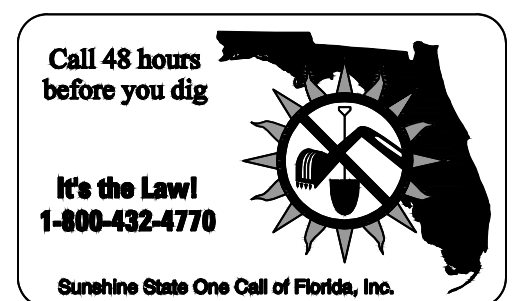
SOILS MAP

SCALE: 1" = 1000'



FEMA FLOOD MAP

SCALE: 1" = 1000'



2221 LEE ROAD, SUITE 27
 WINTER PARK, FLORIDA 32789
 (407) 960-5868

BOARD OF PROFESSIONAL
 ENGINEERING CERTIFICATE
 NO. 32174

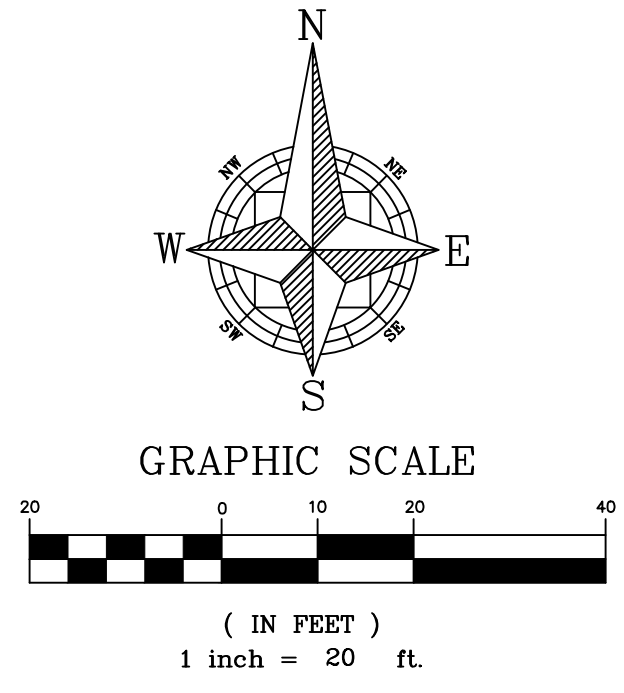
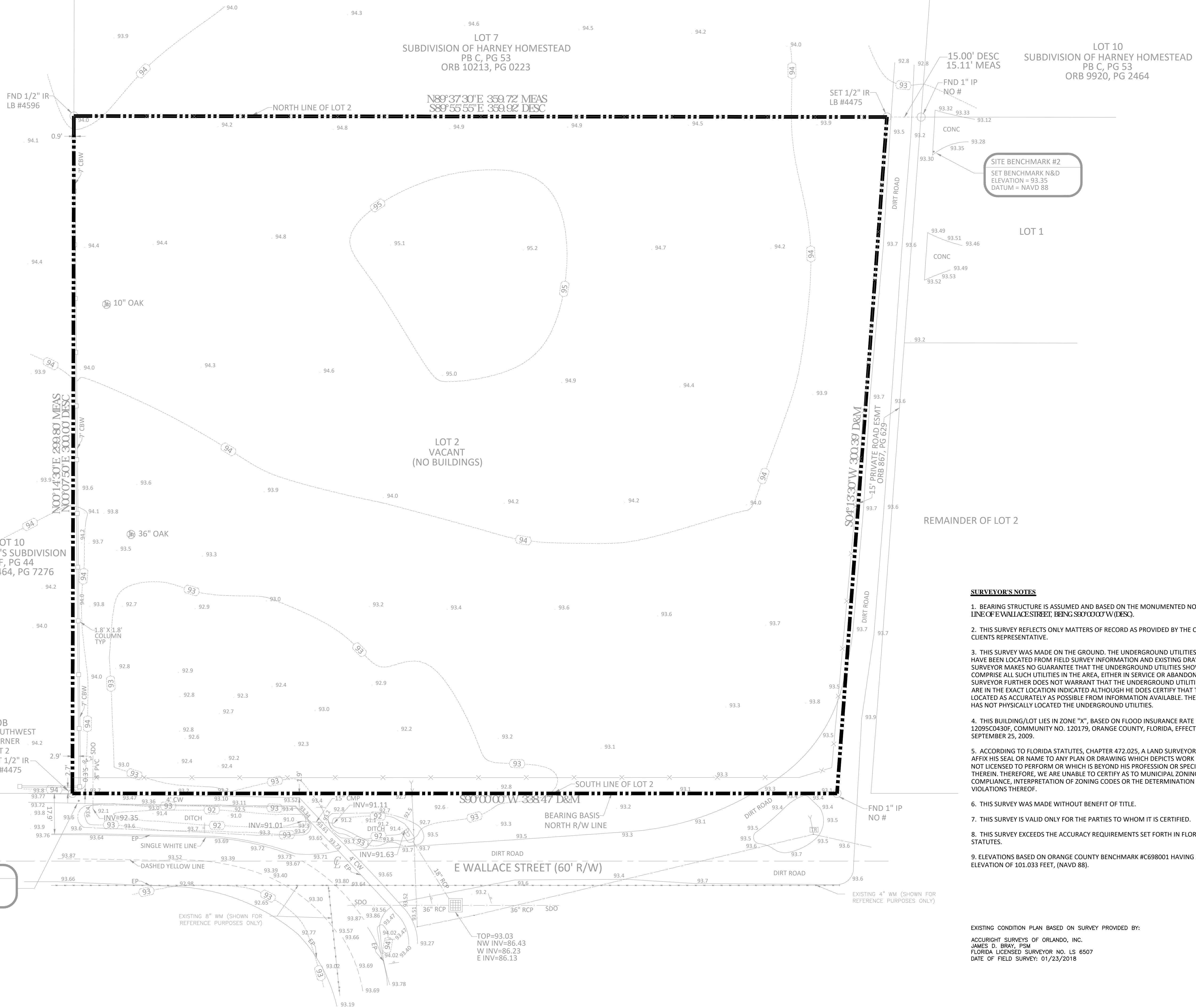
PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPLIED	DATE APPROVED	APPROVAL NO.
CITY OF BELLE ISLE	SITE PERMIT			
S.J.R.W.M.D.	ERP			
F.D.E.P.	WATER			
F.D.E.P.	WASTEWATER			

REV.	DATE	DESCRIPTION

P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD\Civil3D\Layouts\03_PSP\Cover_Sheet.dwg Plotted: 8/28/2020 By: jpbalm

P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD_civil3D\layouts\03_PSP\EXISTING CONDITIONS.dwg Modified: 6/11/2020 By: ssullivan



LEGEND
- - - - - PROPERTY BOUNDARY

LEGEND	
BB	BOTTOM OF BANK
BP	BACK FLOW PREVENTER
BM	BENCHMARK
B	BOLLARD
EL	ELECTRIC LINE
TR	CABLE TV RISER
CLM	CALCULATED & MEASURED
CA	CENTRAL ANGLE
CBW	CONCRETE BLOCK WALL
CC	COVERED CONCRETE
CCR	CERTIFIED CORNER RECORD
CF	CONCRETE FLUME
CL	CHAIN LINK FENCE
CL	CENTERLINE
CM	CONCRETE MONUMENT
CMF	CORRUGATED METAL PIPE
CO	CLEAN OUT
CONC	CONCRETE
COVD	COVERED
CP	CONCRETE PAD
CV	CONCRETE WALKWAY
D&M	DESCRIBED & MEASURED
DB	DEED BOOK
DE	DECKRAISE EASEMENT
DESC	DESCRIBED
DI	DITCH
DI	DUMPSTER PAD
DW	DRIVEWAY
EN	EASEMENT NUMBER
EM	ELECTRIC METER
EB	ELECTRICAL BOX
EL	ELEVATION
EMT	EASEMENT
EP	EDGE OF PAVEMENT
FL	FENCE LINE
FIRM	FLOOD INSURANCE RATE MAP
FTE	FINISHED FLOOR ELEVATION
FR	FIRE HYDRANT
FM	FORCE MAIN LINE
FND	FOUND
FO	FIBER OPTIC CABLE LINE
FP	FLAG POLE
GL	GAS LINE
GM	GAS METER
GT	GREASE TRAP MANHOLE
GA	GUY WIRE ANCHOR
HP	HANDICAP PARKING
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT ELEVATION
IP	IRON PIPE
IR	IRON ROD
L	ARC LENGTH
LB	LICENSED BUSINESS
LP	LIGHT POLE
LS	LICENSED SURVEYOR
LSA	LANDSCAPED AREA
MEAS	MEASURED
MF	METAL FENCE
MS	METERS END SECTION
MW	MONITORING WELL
ND	NAIL & COG
NA	NORTH AMERICAN
VD	VERTICAL DATUM
NCV	NON-COMPARABLE VERTICAL DATUM
NTS	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
OW	OVERHEAD WIRE
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	PLASTIC PIPE
PF	PLASTIC FENCE
PG	PAGE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PS	PARKING SPACES
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR
RAM	RAMP
PT	POINT OF TANGENCY
PP	PLASTIC PIPE
CR	CURVE RADIUS
REP	REINFORCED CONCRETE PIPE
RE	REUSE WATER LINE
RM	REUSE WATER METER
RV	REUSE WATER VALVE
SM	SANITARY MANHOLE
SL	SANITARY LINE
SF	SQUARE FEET
SD	STORM/RAIN LINE
SDO	SHOWN FOR DIRECTION ONLY
SI	SIGN
SWF	STOCK WIRE FENCE
SV	SEWER VALVE
SE	SPOT ELEVATION
ST	STORM MANHOLE
TL	TELECOMMUNICATIONS LINE
TEL	TELEPHONE
TR	TRANSFORMER/JUNCTION BOX
TR	TRAFFIC SIGNAL
TR	TRAFFIC SIGNAL BOX
TR	TRAFFIC SIGNAL WIRE
TR	TYPICAL
UE	UTILITY EASEMENT
UP	UTILITY POLE
W	WATER LINE
WH	WOOD SHED
WF	WATER VALVE
WM	WATER METER

SURVEYOR'S NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH R/W LINE OF E WALLACE STREET, BEING S80°00'00"W (DESC).
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0430F, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE: SEPTEMBER 25, 2009.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE.
7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
9. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #C698001 HAVING AN ELEVATION OF 101.033 FEET, (NAVD 88).

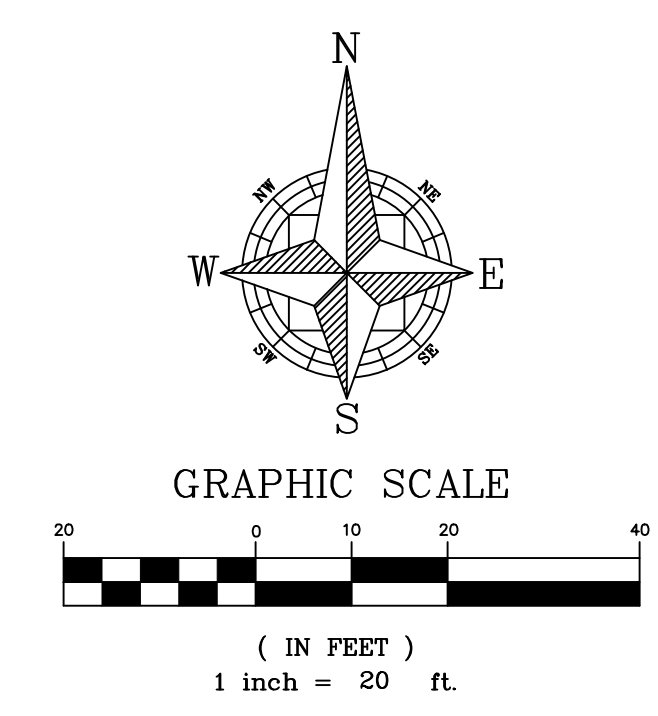
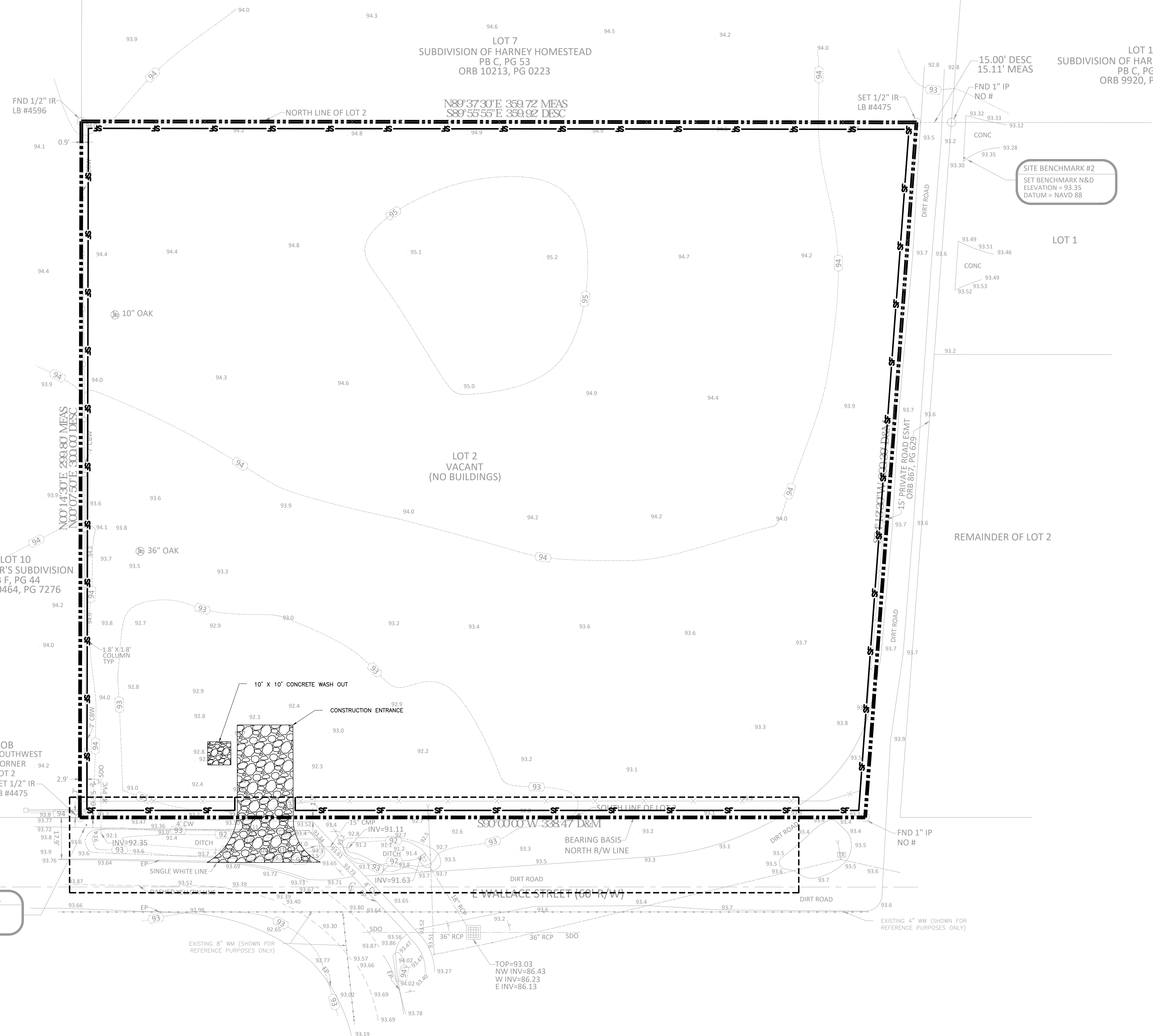
EXISTING CONDITION PLAN BASED ON SURVEY PROVIDED BY:

ACCURIGHT SURVEYS OF ORLANDO, INC.
JAMES D. BRAY, PSM
FLORIDA LICENSED SURVEYOR NO. LS 6507
DATE OF FIELD SURVEY: 01/23/2018

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

CIVIL ENGINEERING & LAND PLANNING APIAN ENGINEERING LLC. APPIANFL.COM • 407.960.5668 2231 Lee Road, Suite 27, Winter Park, Florida, 32789 <small>STATE OF FLORIDA CERTIFICATE OF REGISTRATION NO. 1811</small>	EXISTING CONDITIONS PRELIMINARY SITE PLAN	DRAWN: S. SULLIVAN DESIGNED: J. PALM CHECKED: M. STACY DATE: 8/28/2020	SCALE: 1" = 20' PROJECT: CCS-01 SHEET: C.10	CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA	DATE REV.	DESCRIPTION
	NOT FOR CONSTRUCTION					

P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD Civil3D\Layouts\03 P\SP\EROSION CONTROL AND DEMO PLAN.dwg Modified: 6/22/2020 By: ssullivan



- LEGEND**
- PROPERTY BOUNDARY
 - SILT FENCE
 - MAINTENANCE OF TRAFFIC

LOT 7
SUBDIVISION OF HARNEY HOMESTEAD
PB C, PG 53
ORB 10213, PG 0223

LOT 10
SUBDIVISION OF HARNI
PB C, PG 5
ORB 9920, PG

N89°37'30"E 359.72 MEAS
S89°55'55"E 359.92 DESC

SITE BENCHMARK #2
SET BENCHMARK N&D
ELEVATION = 93.35
DATUM = NAVD 88

SITE BENCHMARK #1
SET BENCHMARK N&D
ELEVATION = 93.67
DATUM = NAVD 88

CIVIL ENGINEERING I LAND PLANNING		APPIAN ENGINEERING LLC.		APPIANFL.COM • 407.960.5868		2221 Lee Road, Suite 27, Warner Park, Florida, 32789		STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION 1811	
EROSION CONTROL, DEMO & M.O.T. PLAN		PRELIMINARY SITE PLAN		CITY OF BELLE ISLE		WALLACE PARK IMPROVEMENTS		CITY OF BELLE ISLE, FLORIDA	
SCALE	1" = 20'	DRAWN	S. SULLIVAN	DESIGNED	J. PALM	CHECKED	M. STACY	DATE	8/28/2020
PROJECT	CCS-01	SHEET	C2.0						
NOT FOR CONSTRUCTION									

Call 48 hours before you dig

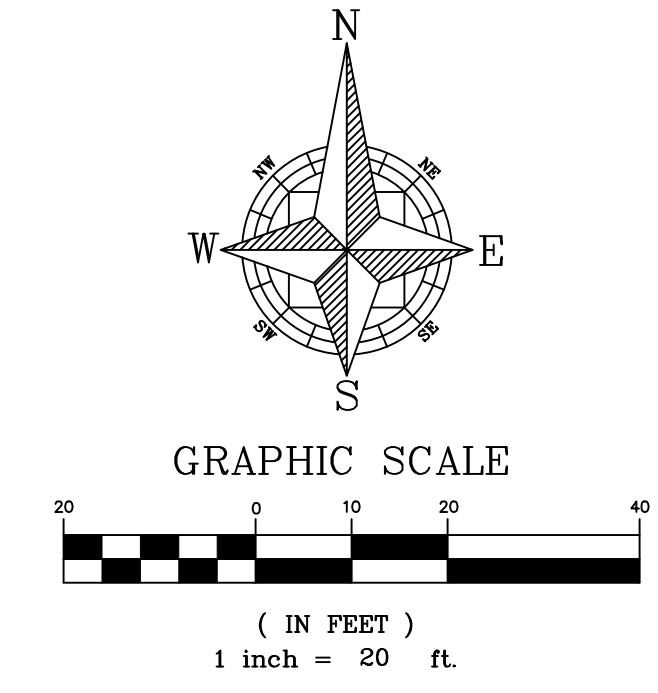
It's the Law!

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Sunshine State One Call of Florida, Inc.

P:\PROJECT DRAWINGS\CCS-01 Comerstone Charter School\Drawings\CAD_civil3D\layouts\03_PSP\GEOMETRY PLAN.dwg Modified: 8/28/2020 By: jpalin

LOT 7
SUBDIVISION OF HARNEY HOMESTEAD
PB C, PG 53
ORB 10213, PG 0223



LEGEND
- - - - - PROPERTY BOUNDARY

SITE DATA:	
OCPA - PARCEL ID #:	24-23-29-8977-00-021
PROPERTY ADDRESS:	E. WALLACE STREET ORLANDO, FL 32809
TOTAL PROPERTY AREA:	2.41 Ac
EXISTING FUTURE LAND USE:	LDR
PROPOSED FUTURE LAND USE:	LDR
EXISTING ZONING:	R-1-AA
PROPOSED ZONING:	R-1-AA
REQUIRED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PROPOSED BUILDING SETBACKS:	
FRONT	30'
REAR	35'
SIDE	7.5'
PARKING SPACES REQUIRED:	X*
PARKING SPACES PROVIDED:	
REGULAR SPACES	8
ADA ACCESSIBLE SPACES	2
TOTAL PARKING SPACES	10
*PARKING SPACE REQUIREMENTS TO BE COORDINATED WITH THE CITY BELLE ISLE	

CIVIL ENGINEERING I LAND PLANNING
APPIAN ENGINEERING LLC.
APPANFL.COM • 407.960.5668
2221 Lee Road, Suite 27, Winter Park, Florida, 32789
STATE OF FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEERING NO. 1117

GEOMETRY PLAN
PRELIMINARY SITE PLAN
CITY OF BELLE ISLE
WALLACE PARK IMPROVEMENTS
CITY OF BELLE ISLE, FLORIDA

SCALE	1" = 20'
DRAWN	S. SULLIVAN
DESIGNED	J. PALM
CHECKED	M. STACY
DATE	8/28/2020
PROJECT	CCS-01
SHEET	C.3.0



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NOT FOR CONSTRUCTION

FND 1/2" IR
LB #4596

7" HIGH EXISTING
CONCRETE BLOCK WALL

PROPOSED RESTROOM &
STORAGE BUILDING (REFER
TO ARCHITECTURAL
DRAWINGS FOR DETAILS)

LOT 10
J.G. TYNER'S SUBDIVISION
PB F, PG 44
ORB 10464, PG 7276

EXISTING BLOCK WALL TO BE
RECONFIGURED TO PROVIDE
ACCESS TO BUILDING

POB
SOUTHWEST
CORNER

PROPOSED DRIVEWAY
FOR STORAGE ACCESS

SITE BENCHMARK #1
SET BENCHMARK N&D
ELEVATION = 93.67
DATUM = NAVD 88

NORTH LINE OF LOT 2
N89°37'30"E 359.72' MEAS
S89°55'55"E 359.92' DESC

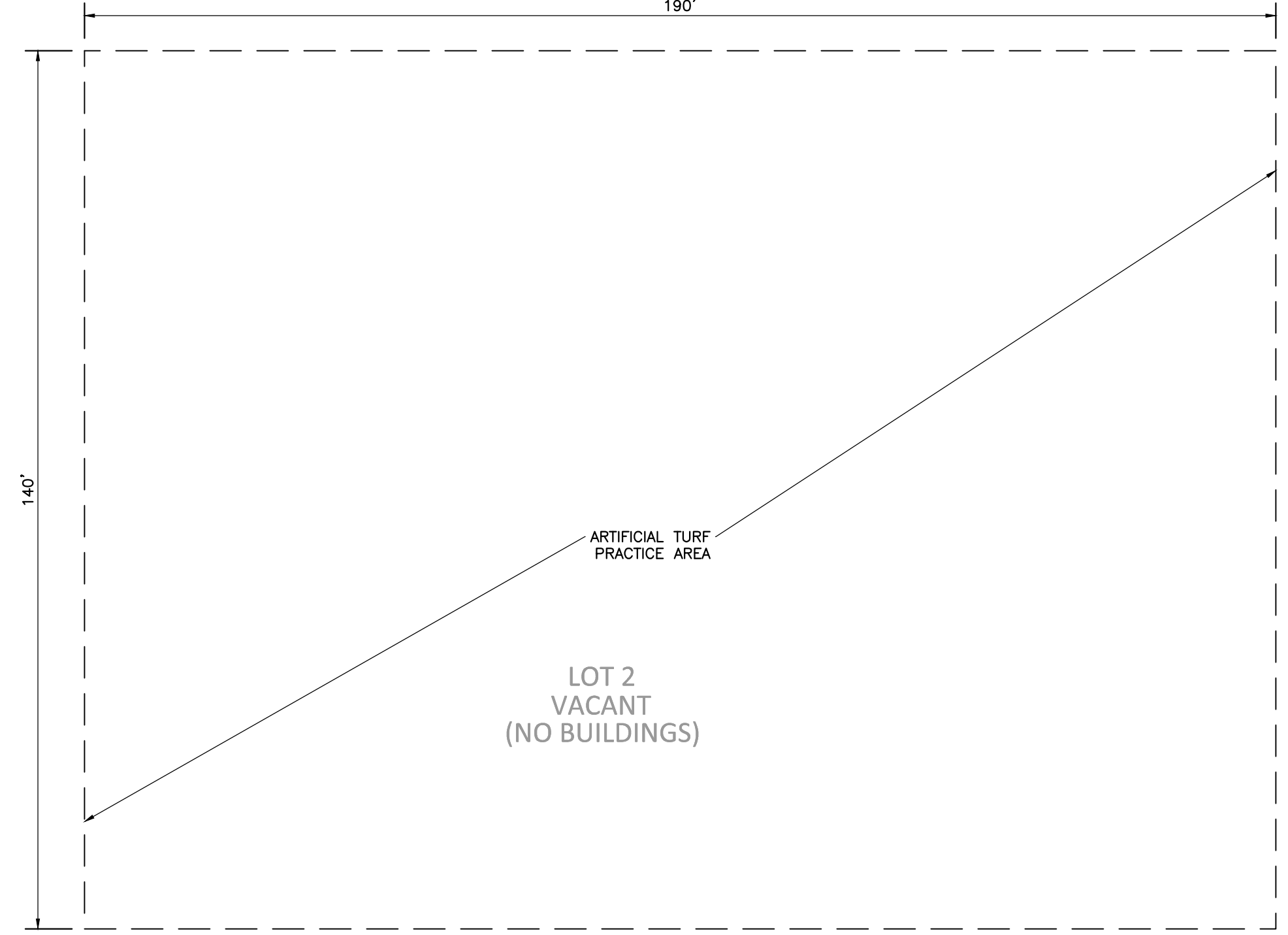
EXISTING DECORATIVE
ALUMINUM FENCE

SET 1/2" IR
LB #4475

15.00' DESC
15.11' MEAS
FND 1" IP
NO #

SUBDIVISION C
P
ORB!

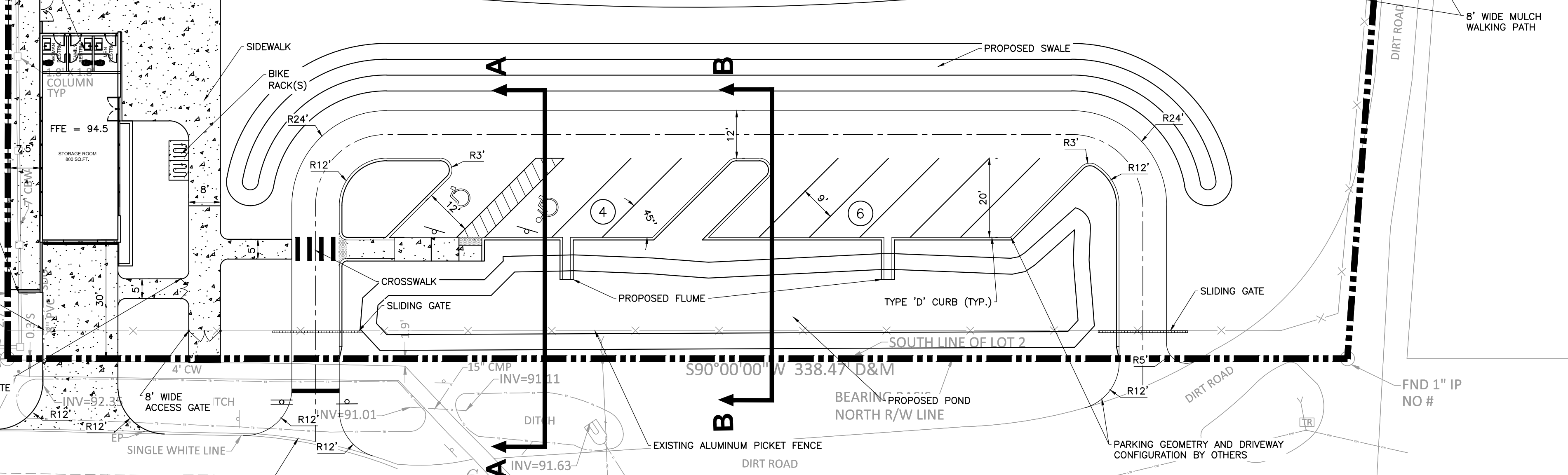
SITE BENCHMARK #2
SET BENCHMARK N&D
ELEVATION = 93.35
DATUM = NAVD 88



LOT 2
VACANT
(NO BUILDINGS)

LOT 1

REMAINDER OF LOT 2



5' WIDE
ACCESS GATE

8' WIDE
ACCESS GATE

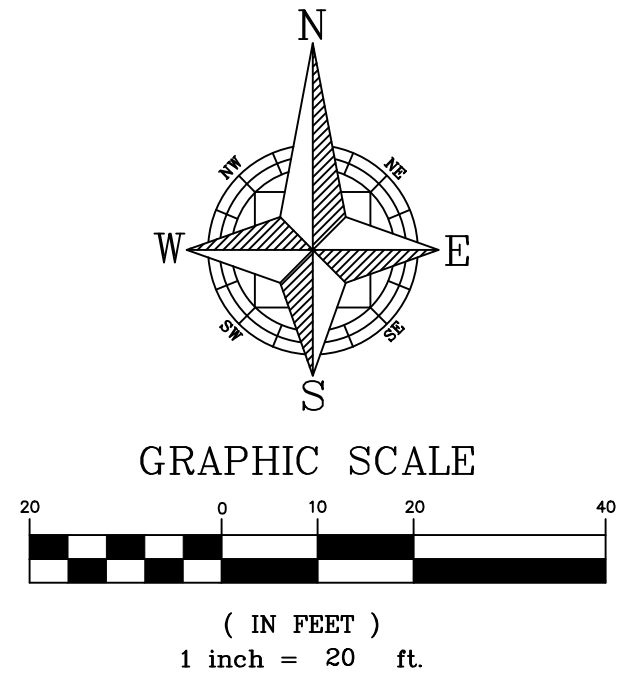
PARKING GEOMETRY AND DRIVEWAY
CONFIGURATION BY OTHERS

E WALLACE STREET (60' R/W)

TOP=93.03
NW INV=86.43
W INV=86.23
E INV=86.13

EXISTING 4" WM (SHOWN FOR
REFERENCE PURPOSES ONLY)

P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD\Civil3D\Layouts\03 PSP\GEOMETRY PLAN.dwg Modified: 8/28/2020 By: jpalin



LEGEND
 - - - - - PROPERTY BOUNDARY

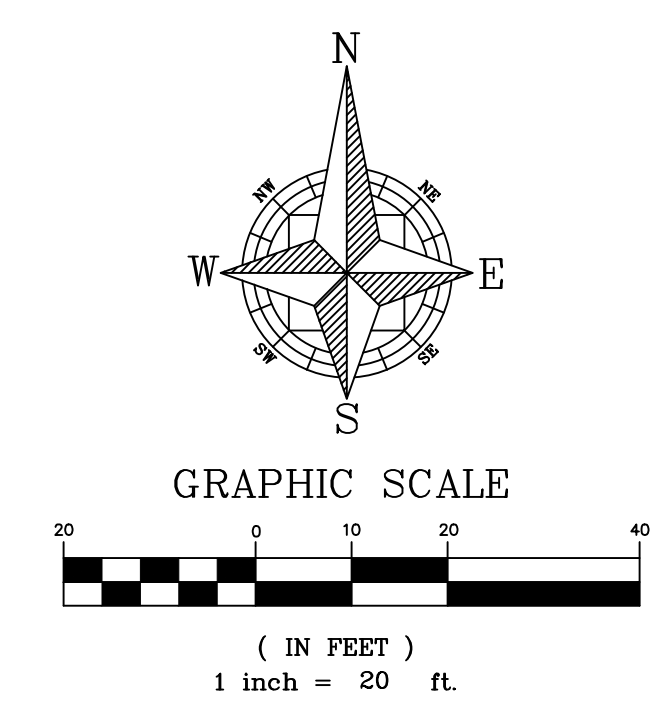
CIVIL ENGINEERING LAND PLANNING APPIAN ENGINEERING LLC. APPIANFL.COM • 407.960.5868 2221 Lee Road, Suite 27, Winter Park, Florida, 32789 <small>STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION #1914</small>		AERIAL SITE PLAN PRELIMINARY SITE PLAN CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA	SCALE: 1" = 20' PROJECT: CCS-01 SHEET: C.3.1	DRAWN: S. SULLIVAN DESIGNED: J. PALM CHECKED: M. STACY DATE: 8/28/2020	DATE: _____ REV. _____ DESCRIPTION: _____
--	--	---	--	---	---



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NOT FOR CONSTRUCTION
 8/28/20

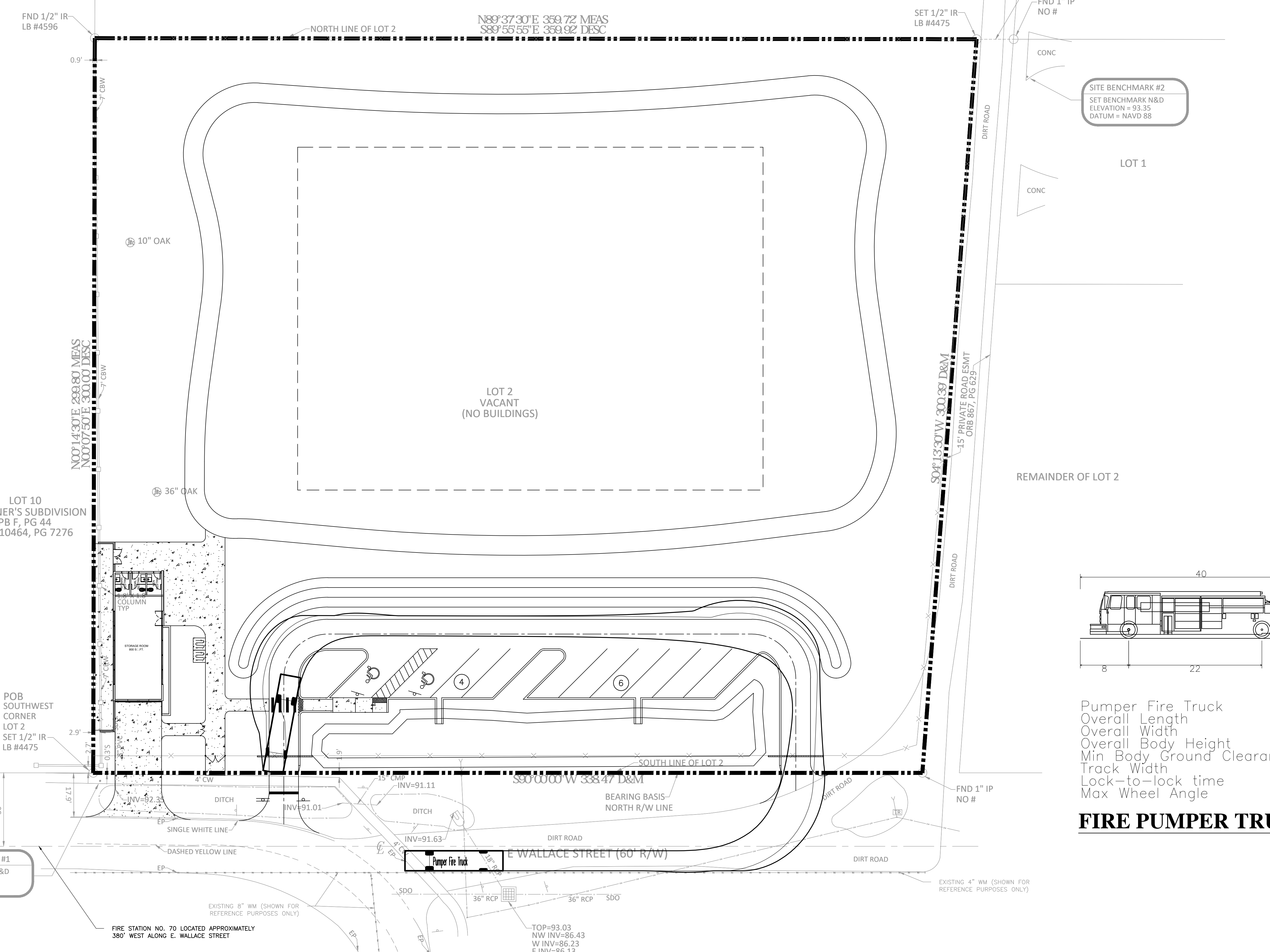
P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD Civil3D\Layouts\03 PSP\FIRE TRUCK ROUTE.dwg Modified: 8/21/2020 By: jpalin



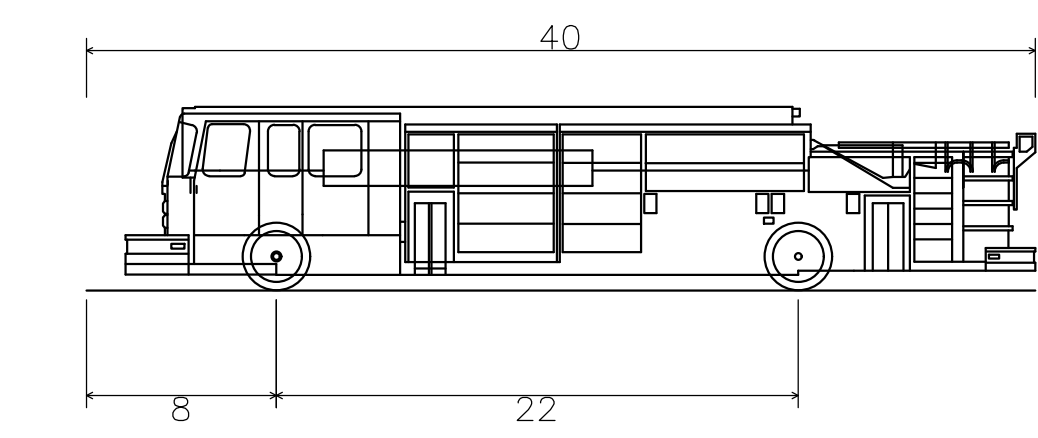
LEGEND
- - - - - PROPERTY BOUNDARY

LOT 7
SUBDIVISION OF HARNEY HOMESTEAD
PB C, PG 53
ORB 10213, PG 0223

LOT 10
SUBDIVISION OF HARNEY HO
PB C, PG 53
ORB 9920, PG 2464



SITE BENCHMARK #2
SET BENCHMARK N&D
ELEVATION = 93.35
DATUM = NAVD 88

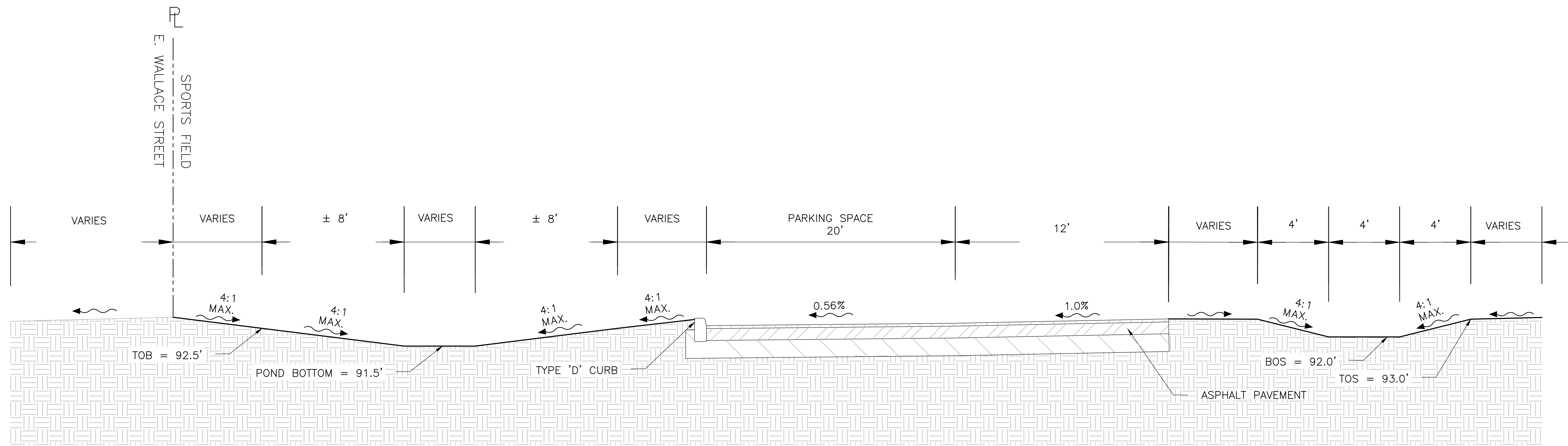
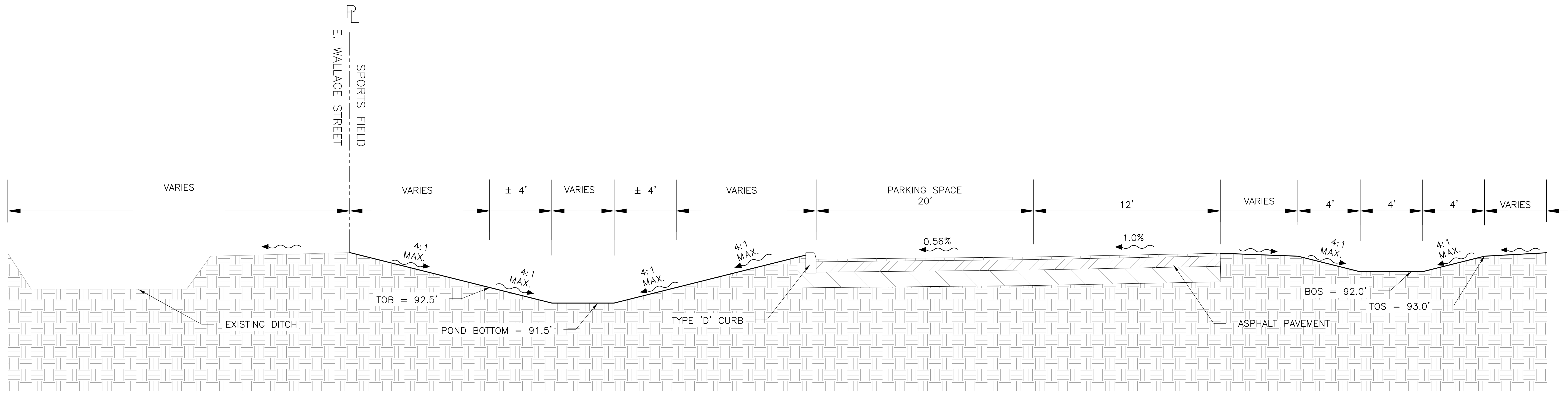


Pumper Fire Truck
Overall Length 40.000ft
Overall Width 8.167ft
Overall Body Height 7.745ft
Min Body Ground Clearance 0.656ft
Track Width 8.167ft
Lock-to-lock time 5.00s.
Max Wheel Angle 45.00°

FIRE PUMPER TRUCK PROFILE

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FIRE TRUCK ROUTE PLAN		PRELIMINARY SITE PLAN	
CITY OF BELLE ISLE		WALLACE PARK IMPROVEMENTS	
CITY OF BELLE ISLE, FLORIDA			
SCALE	1" = 20'	PROJECT	CCS-01
DRAWN	S. SULLIVAN	DESIGNED	J. PALM
CHECKED	M. STACY	DATE	8/28/2020
APPIAN ENGINEERING		NOT FOR CONSTRUCTION	



CIVIL ENGINEERING & LAND PLANNING	DATE
APPIAN ENGINEERING LLC.	REV. DATE
APPIANFL.COM • 407.960.5868	
2231 Lee Road, Suite 27, Winter Park, Florida, 32789	
STATE OF FLORIDA CERTIFICATE OF REGISTRATION NO. 1811	

CROSS-SECTIONS
PRELIMINARY SITE PLAN
CITY OF BELLE ISLE
WALLACE PARK IMPROVEMENTS
CITY OF BELLE ISLE, FLORIDA

SCALE	N.T.S.
PROJECT	CCS-01
SHEET	C.3.3
DRAWN:	S. SULLIVAN
DESIGNED:	J. PALM
CHECKED:	M. STACY
DATE:	8/28/2020



NOT FOR CONSTRUCTION
8/28/20

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LOT 7
SUBDIVISION OF HARNEY HOMESTEAD
PB C, PG 53
ORB 10213, PG 0223

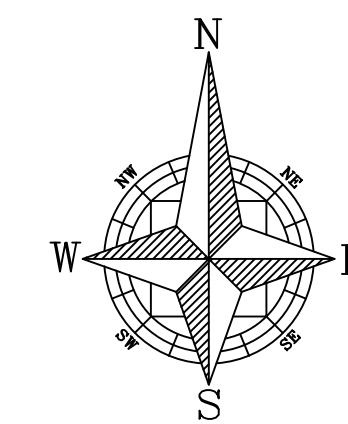
N89°37'30"E 359.72 MEAS
S89°55'55"E 359.92 DESC

FND 1/2" IR
LB #4596

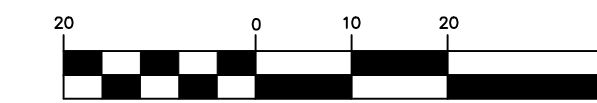
SET 1/2" IR
LB #4475

15.00
15.11

FND 1" NO #



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

LEGEND

- PROPERTY BOUNDARY
- FM PROPOSED FORCE MAIN
- WM PROPOSED WATER MAIN
- RU PROPOSED RE-USE MAIN
- SANITARY PIPE
- ⊗ GATE VALVE
- ⊕ FIRE HYDRANT
- ⊕ TEE
- ⊕ 2" BLOWOFF VALVE
- ⊕ SINGLE SERVICE
- ⊕ DOUBLE SERVICE
- ⊕ REDUCER
- SINGLE SANITARY SEWER LATERAL
- DOUBLE SANITARY SEWER LATERAL
- ⊕ SANITARY MANHOLE

UTILITY NOTES:

1. ALL WATER MAINS LEADING TO A PROPOSED FIRE HYDRANT SHALL BE A MINIMUM OF 8".
2. FIRE FLOW REQUIREMENTS FOR BUILDINGS SHALL BE IN ACCORDANCE WITH NFPA I, SECTION 18.4.
3. DOCUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW REPORT AND A HYDRAULIC GRAPH.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DEFLECTING WATER MAIN WHEN 12 INCHES (MIN.) OF SEPARATION IS NOT ACHIEVABLE TO THE FDEP UTILITY SEPARATION REQUIREMENTS AND STANDARD UTILITY CROSSING. REFER TO UTILITY NOTES SHEET FOR SEPARATION REQUIREMENTS
5. ALL OFF-SITE PORTIONS OF THE SANITARY SYSTEM SHALL BE INSTALLED WITH A MINIMUM COMPACTION OF 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
6. ALL GRAVITY MAINS SHALL BE SDR-35 PIPE PER ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
7. ALL WATERMANS SHALL BE C-900, CLASS 150, DR-18 PVC PIPE PER ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
8. ALL FORCE MAINS SHALL BE AWWA C-900, CLASS 150, DR-25 PIPE PER ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
9. ALL UTILITY IMPROVEMENTS SHALL BE PUBLICLY OWNED AND MAINTAINED
10. A BLANKET UTILITY EASEMENT OVER ALL PROPOSED UTILITY IMPROVEMENTS SHALL BE DEDICATED TO ORANGE COUNTY WITH THE PLAT OF THIS PROPERTY.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR DEFLECTING FORCE MAIN WHEN 12 INCHES (MIN.) OF SEPARATION IS NOT ACHIEVABLE TO THE FDEP UTILITY SEPARATION REQUIREMENTS AND STANDARD UTILITY CROSSING. REFER TO UTILITY NOTES SHEET FOR SEPARATION REQUIREMENTS.
12. ALL METERS ARE TO BE IN THE GREEN AREA BETWEEN THE DRIVEWAYS. NO METER BOXES ARE ALLOWED IN DRIVEWAYS OR SIDEWALKS.
13. CONTRACTOR TO PERMANENTLY MARK CURBS WHERE WATER AND SEWER SERVICE LINES AND VALVES EXIST.
14. CONTRACTOR IS REQUIRED TO PROVIDE FIRE DEPARTMENT ACCESS AND WATER PRIOR TO ANY COMBUSTIBLES BEING BROUGHT ON SITE.
15. EXISTING UTILITIES SHOWN FOR REFERENCE PURPOSES BASED ON ORANGE COUNTY UTILITIES GIS INFORMATION. CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS AND NOTIFY ENGINEER AND CITY INSPECTOR IF LOCATIONS SHOWN ARE NOT CORRECT.

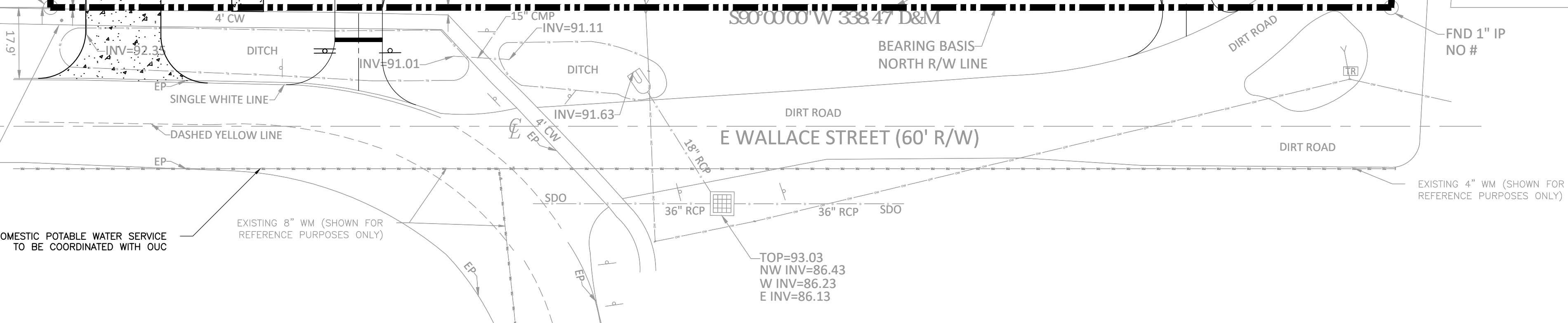
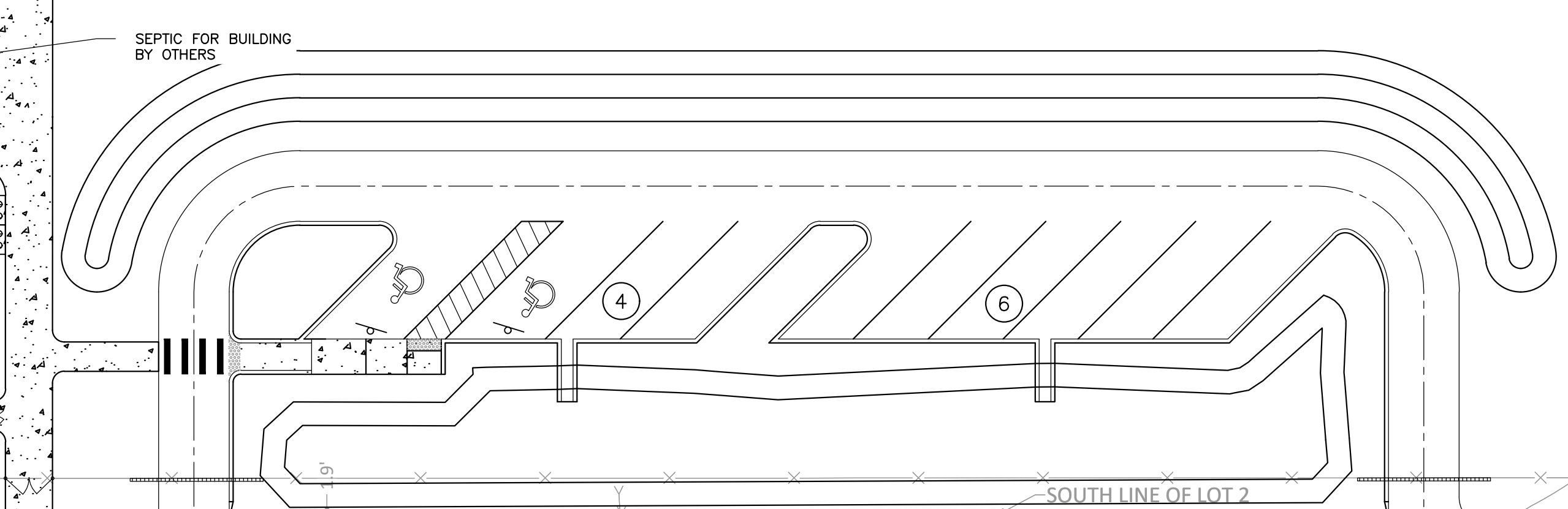
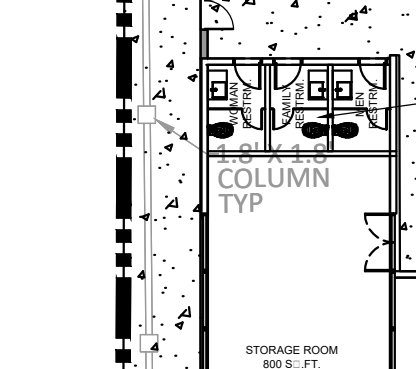
LOT 2
VACANT
(NO BUILDINGS)

REMAINDE

LOT 10
J.G. TYNER'S SUBDIVISION
PB F, PG 44
ORB 10464, PG 7276

N00°14'30"E 239.80 MEAS
N00°07'50"E 300.00 DESC

S04°13'30"W 300.99 D&M
15' PRIVATE ROAD ESMT
ORB 807, PG 629



TE BENCHMARK #1
T BENCHMARK N&D
EVATION = 93.67
ATUM = NAVD 88

DOMESTIC POTABLE WATER SERVICE
TO BE COORDINATED WITH OUC

EXISTING 8" WM (SHOWN FOR
REFERENCE PURPOSES ONLY)

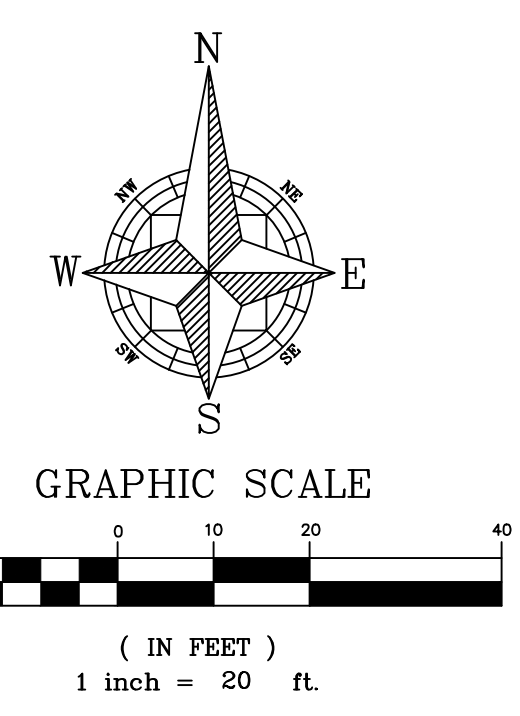
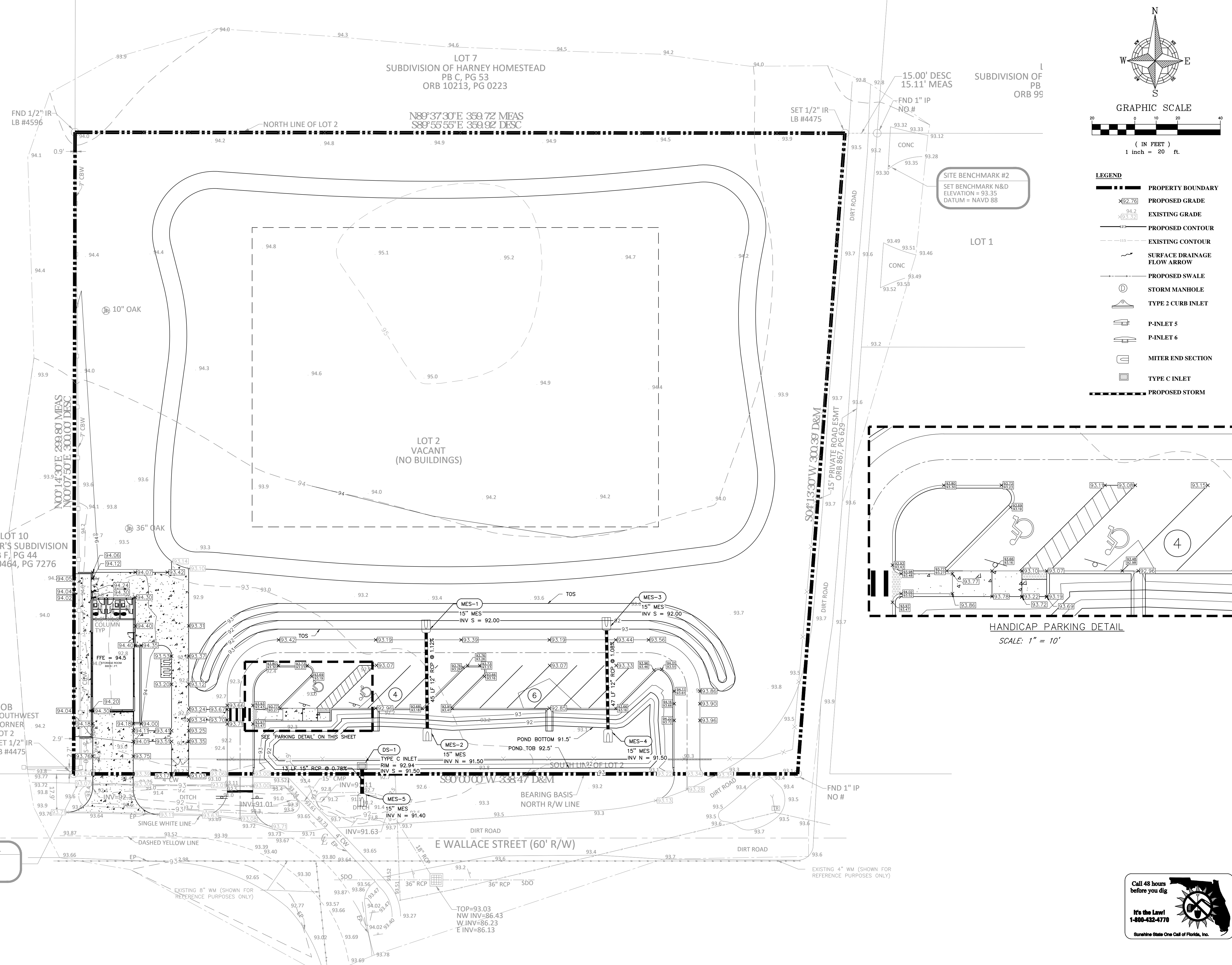
TOP=93.03
NW INV=86.43
W INV=86.23
E INV=86.13

FND 1" IP
NO #



CIVIL ENGINEERING & LAND PLANNING APPIAN ENGINEERING LLC. APPIANFL.COM • 407.960.5868 2221 Lee Road, Suite 27, Winter Park, Florida, 32789 <small>STATE OF FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEER</small>	DATE	
	REV.	
	DESCRIPTION	
UTILITY PLAN		
PRELIMINARY SITE PLAN		
CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA		
SCALE 1" = 20'	DRAWN: S. SULLIVAN	DESIGNED: J. PALM
PROJECT CCS-01	CHECKED: M. STACY	DATE: 8/28/2020
SHEET C4.0		
NOT FOR CONSTRUCTION 8/28/20		

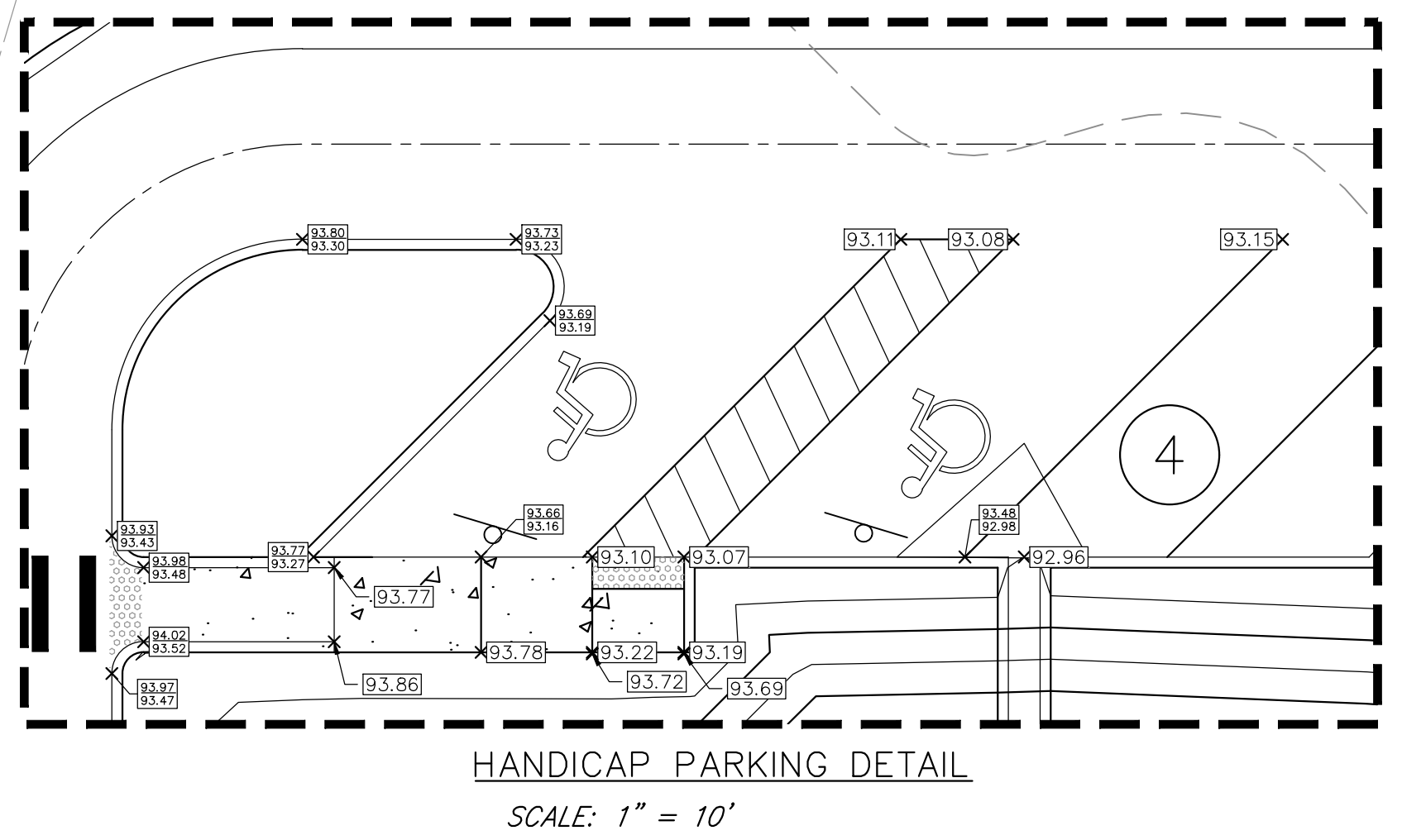
P:\PROJECT DRAWINGS\CCS-01 Cornerstone Charter School\Drawings\CAD\Civil3D\Layouts\03 P&S\PAVING, GRADING & DRAINAGE PLAN.dwg Modified: 8/28/2020 By: jpolm



- LEGEND**
- PROPERTY BOUNDARY
 - PROPOSED GRADE
 - EXISTING GRADE
 - PROPOSED CONTOUR
 - EXISTING CONTOUR
 - SURFACE DRAINAGE FLOW ARROW
 - PROPOSED SWALE
 - STORM MANHOLE
 - TYPE 2 CURB INLET
 - P-INLET 5
 - P-INLET 6
 - MITER END SECTION
 - TYPE C INLET
 - PROPOSED STORM

SITE BENCHMARK #2
SET BENCHMARK N&D
ELEVATION = 93.35
DATUM = NAVD 88

SITE BENCHMARK #1
SET BENCHMARK N&D
ELEVATION = 93.67
DATUM = NAVD 88



CIVIL ENGINEERING & LAND PLANNING APIAN ENGINEERING LLC. APPIANFL.COM • 407.960.5868 2231 Lee Road, Suite 27, Warner Park, Florida, 32789 <small>STATE OF FLORIDA CERTIFICATE OF REGISTRATION NO. 1811</small>	DATE	REV.	DESCRIPTION
PAVING, GRADING & DRAINAGE PLAN PRELIMINARY SITE PLAN CITY OF BELLE ISLE WALLACE PARK IMPROVEMENTS CITY OF BELLE ISLE, FLORIDA	SCALE	PROJECT	SHEET
	1" = 20'	CCS-01	C5.0
 NOT FOR CONSTRUCTION	DRAWN:	DESIGNED:	CHECKED:
	S. SULLIVAN	J. PALM	M. STACY
	DATE:		
	8/28/2020		





1600 NELA AVENUE BELLE ISLE, FL 32809

CIVICA PROJECT No: 200108

ISSUED FOR: SITE PLAN APPROVAL

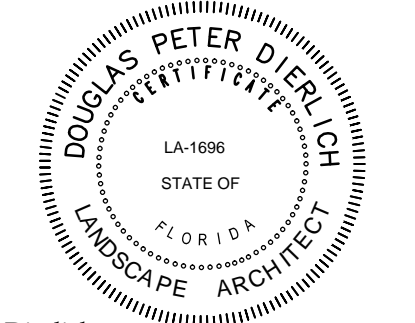
Table with 4 columns: No., DATE, REVISION, BY. It contains a grid for tracking revisions.

DRAWN BY: DPD APPROVED BY: RL

DATE: 2020-08 SCALE: As Shown

KEYPLAN

SEAL/SIGNATURE



Douglas Dierlich LA0001696

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SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L-1

LANDSCAPE ALONG RIGHT-OF-WAY

LENGTH ALONG ROW 338.5 LIN. FT. TREES REQUIRED: TREES PROVIDED = 12 TREES PROVIDED

INTERNAL LANDSCAPING REQUIREMENTS:

TOTAL AREA OF SITE = 104,686 SQ.FT. = 2.4 ACRES. TOTAL IMPERVIOUS AREA = 5,635 SQ.FT. INTERIOR LANDSCAPE AREA REQUIRED = 5,635 SQ.FT. x .025 = 141 SQ.FT. REQUIRED = 368 SQ.FT. TREES REQUIRED = 1 TREE / 100 S.F. = 1.4 TREES = 2 TREES REQUIRED. TREES PROVIDED = 3 TREES PROVIDED

TREE PLANTING SCHEDULE

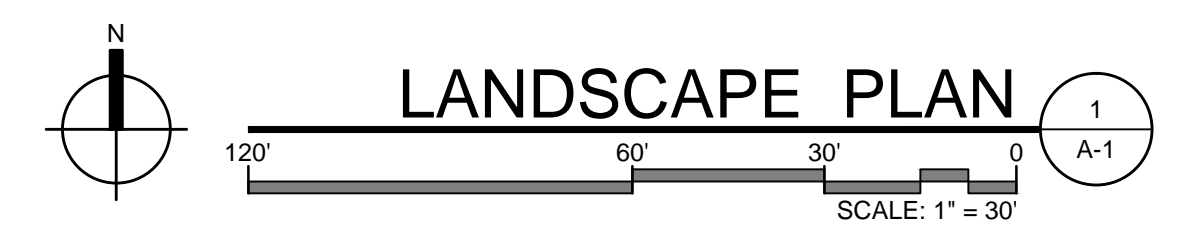
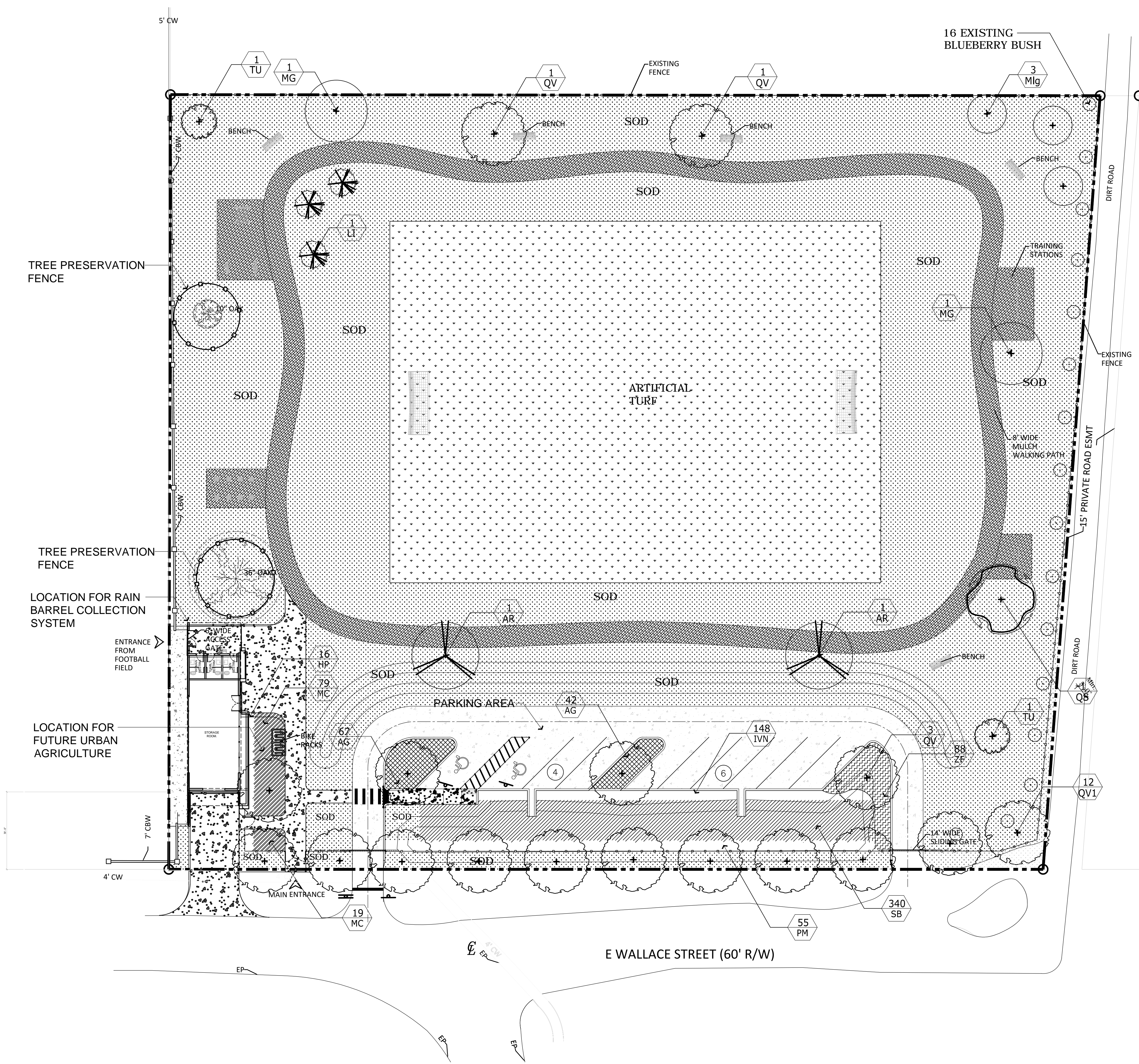
Table with 6 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists tree types like AR, LI, MG, Q5, QV, QV1, TU.

SHRUB PLANTING SCHEDULE

Table with 6 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists shrub types like AG, HP, IVN, MC, PM, SB, ZF.

SOD-MULCH:

Table with 6 columns: SYMBOL, QTY., BOTANICAL/COMMON NAME, HEIGHT, SPREAD, ROOT, REMARKS. Lists SOD and ARTIFICIAL TURF.





CITY OF BELLE ISLE, FL
CITY COUNCIL MEETING
Held in City Hall Chambers, 1600 Nela Avenue

Tuesday, April 20, 2021, * 6:30 pm
MINUTES

The Belle Isle City Council met in a regular session on April 20, 2021, at 6:30 pm at the City Hall Chambers, 1600 Nela Avenue.

Present was:

Absent was:

- 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

Nicholas Fouraker, Mayor

1. Call to Order and Confirmation of Quorum

Vice Mayor Carugno called the meeting to order at 6:30 pm, and the City Clerk confirmed quorum. He said the Mayor would not be in attendance due to prior engagement.
Also present were City Manager Francis, Attorney Ardaman, Chief Houston, and City Clerk Quiceno.

2. Invocation and Pledge to Flag – Commissioner Partin – District 6

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

3. Proclamation

a. MADD "Power Talk 21 Day" - April 21, 2021

Vice Mayor Carugno presented and read for the record the Proclamation proclaiming April 21, 2021, as National Power Talk 21 Day in the City of Belle Isle.

4. Comprehensive Annual Financial Report - McDirmit Davis

a. CAFR Presentation - YE September 30, 2020

City Manager Francis welcomed and introduced Mathew Lee, City Auditor with McDirmit Davis.
Mr. Lee presented the CAFR YE on September 30, 2020. He gave a brief overview of the following highlights of the report as follows,

- Unmodified Audit Opinion
- General Fund balance increased \$166k to \$2.54m.
- Stormwater fund decreased \$61k to \$(37k) - Timing of FEMA grant money caused fund balance deficit
- \$700k total capital outlay, including \$354k spent on Gene Polk Park improvements
- Issuance of Series 2020 Note \$2.56m and creation of Capital Improvements Fund
- Segregation of Duties – is a recommendation for improving financial management and not a significant weakness.

Comm Miller asked if the Auditors had an opinion to have the City Manager as an authorized signatory on the accounts and purchase orders. Mr. Lee said the nature of the comment relates more to the day-to-day functions of the accounting functions and not the having access to the City accounts. The City Manager does not reconcile

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any accounts, post items for payment, or access the GL's to change any City accounting records. Mr. Lee said typically, a City this size will have a Finance Director and an additional staff person on staff assist with various duties. Mr. Lee said there is not a need for other staff due to the volume of transactions. Historically, it is rare to have the City Manager sign any checks for payment. It is at the discretion of the Council to have the Mayor as a signatory on the account.

Comm Miller asked if the 20% Fund Balance requirement sufficient if there are cities that are subject to more "frequent disasters," i.e., hurricanes, that will require additional savings. Mr. Lee said that the 20% is a general minimal guideline. The City is currently above 20%, and other funds will be a political question on how much the Council will like to keep on hand.

Comm Partin asked if the Budget Committee raised any concerns at the last meeting. Mr. Lee said some of the matters related to big picture questions on Internal Reporting, Segregation of Duties, and the possibility of additional staff. He clarified that the Segregation of Duties comment is not a deficiency but an awareness of the risk and recommendation to help improve financial stability. He said he would provide the Council an informal report listing their opinion and suggestions at the next reporting season.

Comm Gold asked if the FEMA grants will be added to the budget. Mr. Lee said yes, it is added upon receipt of the funds to ensure submittal and not be in the negative.

5. **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. March Monthly Reports: Finance Reports, Police Department, Code Enforcement, and OC Fire

Comm Nielsen moved to approve the Consent Items as presented.

Comm Miller seconded the motion, which passed unanimously upon roll call 7:0.

6. **Citizen's Comments**

Vice Mayor Carugno called for citizen comments. There being none, he closed citizen comments.

7. **Unfinished Business**

a. ORDINANCE 21-05 SECOND READING AND ADOPTION - AN ORDINANCE OF THE CITY OF BELLE ISLE, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN PUBLIC RIGHT-OF-WAY LANDS OWNED AND CONTROLLED BY THE CITY OF BELLE ISLE GENERALLY DESCRIBED AS PORTIONS OF MCCOY ROAD, FRONTAGE ROAD, DAETWYLER DRIVE, AND JUDGE ROAD THAT WERE CONVEYED AND TRANSFERRED TO THE CITY OF BELLE ISLE BY THAT CERTAIN COUNTY DEED RECORDED AT DOCUMENT NUMBER 20200272165, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BELLE ISLE; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF BELLE ISLE JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY, INSTRUCTIONS, AND AN EFFECTIVE DATE.

City Clerk read the Ordinance 21-05 by Title.

Vice Mayor Carugno called for a motion.

Comm Gold moved to adopt Ordinance 21-05 as presented.

Comm Nielsen seconded the motion, which passed unanimously upon roll call 7:0.

b. Approval of Resolution 21-05 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA AUTHORIZING COUNCIL MEMBERS AND THE CITY MANAGER AS SIGNATORIES ON THE CITY CHECKING ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

"If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."(F. S. 286.0105). "Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-851-7730) at least 48 hours in advance of the meeting." –Page 2 of 6

City Clerk read Resolution 21-05 by Title.
Vice Mayor Carugno open for Council discussion.

Comm Partin asked for a summary of the City's check signing process.

City Manager Francis explained that the decision to have the City Manager as a signatory has been in effect since 2005. After further research, the City Manager was added as a signatory because there was difficulty in having Council members come to City Hall to sign checks, creating late payments to vendors. Mr. Francis said he rarely signs any checks however is available for signature under emergency declaration (i.e., During Hurricane Dorian). He further added that signing the bank documents is required whenever there is a change in the Elected Officials.

Comm Miller said to maintain a separation of duties, he would like to recommend additional controls and have all payments signed by the City Manager to be presented to Council for review at the next available Council meeting or assign the Mayor as a signatory on the account. He shared his concern with the bank documents that indicate one signature is required for payroll accounts.

Attorney Ardaman asked if the City requires one or two signatures of any Council member on any expenditure. He recommends the Resolution changed to include a Recital that reads at least two City Council signatures are required for expenditures/payments for transparency and clarity.

Ms. Richardson said the City currently follows the practice of two signatures on all expenditures/payments. She said she would review the bank documents for clarity and correct them accordingly.

Vice Mayor Carugno called for a motion.

Comm Miller moved to adopt Resolution 21-05 and remove the City Manager as a signatory and replace with the Mayor as an authorized signer.

Comm Gold seconded the motion, which passed 6:1 upon roll call with Comm Carugno, nay.

- c. Approval of Resolution 21-06 - A RESOLUTION OF THE CITY OF BELLE ISLE, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, PROVIDING AN EFFECTIVE DATE.

City Clerk read the Ordinance 21-06 by Title.

Vice Mayor Carugno called for a motion.

Comm Gold moved to adopt Ordinance 21-06 as presented.

Comm Sims seconded the motion

Comm Partin asked the Finance Manager to provide a summary of the changes.

Finance Manager Tracey Richardson reported the following budget adjustments,

Revenue

- Increased the CARES Act (COVID) reimbursement line for the prior fiscal year.
- Reduce Solid Waste Fees - Assessments are made at a 95% collection rate similar to non-ad Valorem fees
- Red Light Cameras - Reduced \$200,000 based on the collected violations
- Interest Accounts reduced – City is not receiving the same level of interest as previous years
- Fixed Assets – Insurance reimbursement for two totaled Police vehicles
- Contributions – Adjustment based on \$2000 collected for Police Department events

Expenditures

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- Other Miscellaneous – Increased \$2122 based on insurance reimbursement on damage to Code Enforcement vehicle
- Police Detail – Increased \$7000 based on reflecting current activity
- Fire & Protection – Reduced \$6240 based on OC actual cost
- Other Current Charges – Increased \$2500 based on activity, one-time payment of non-ad Valorem assessment fee \$3430
- Donations – Council approved Pioneer Days \$600 sponsorship
- PD Off Duty – Increased detail pay based on revenue collected
- Red Light Camera Fees – Recorded \$112,000 each month flat fee total for four cameras paid out of the revenue received
- Public Works Urban Forestry – Increased based on activity
- CIP & Equipment – Decreased \$10,000 for equipment not purchased
- Interest Payments 2020 Bond – Bank of America purchase. A portion of the funds will be used for the Storm Water Fund
- Revenues – Increased \$50,000 for Impact Fee study and reduced road improvements \$20,500 for projects not completed
- Storm Water Fund – Adjusted to include pipelining project
- Charter Debt Service Fund – Increased professional services for the completed Rent Study
- Bank of America purchase - \$2m+ purchase amount

Upon roll call, the motion passed unanimously.

d. Approval of Lobbyist Proposal

City Manager Francis presented the lobbyist's proposals received. He said the Budget Committee held in-person interviews with the three firms and is recommending the firm Gray-Robinson.

Comm Gold asked if the \$54,000 total a monthly or annual fee. Mr. Francis said it would be a yearly fee. The company will meet with the City Council and determine the priorities of the year.

Comm Shuck moved to approve the proposal from Gray Robinson to provide lobbying services to the City. Comm Miller seconded the motion, which passed 5:2 upon roll call with Comm Partin and Comm Gold, nay.

8. New Business

a. Appointment of Betty Lynne De Jarnette to the Tree Advisory Board

Comm Gold moved to appoint Betty Lynne DeJarnette to the Tree Advisory Board.

Comm Nielsen seconded the motion, which passed unanimously upon roll call.

9. Attorney's Report – No report.

10. City Manager's Report

a. Issues Log

City Manager Francis gave a summary on the Issues log dated April 20, 2021, and reviewed the next steps as presented.

Mr. Francis gave an update on the following,

- Wallace Field discussions – P&Z decision appeal on May 4. He said he met with the Wallace Field homeowners group and said he believes the group needs a CCA board liaison. Gary Meloon is reaching

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out to CCA Board. CCA discussion on the agreement and lease will be scheduled for May 18 to recommend CCA Board's meeting in June.

- Comm Partin asked if it would be wise to meet with the Wallace homeowners individually. City Attorney and Mr. Francis said he is welcomed to meet with the group; however, he would have to disclose the meeting and declare the exparte communication at the Public Hearing per Florida Law. Attorney Ardaman recommended elected officials not meet with the group due to the conflicting nature of the appeal; however, there is no legal or ethical prohibition in doing so. In addition, the possibility of a Sunshine law violation can exist if the conversation is conveyed to another commissioner by any party.
- Comm Carugno reported that the Wallace group also contacted him. City Attorney recommended not to meet; however, if he does, he should listen, do not take a position, and disclose the exparte communication at the Public Hearing. City Attorney said the Public Hearing is the forum/process that should be used to hear all sides of the appeal before deciding.
- OC P&Z Public Hearing for 1205 Nela Ave scheduled for May 6 - City may provide testimony at the hearing.
- Mr. Francis reported that Dwayne Bennett resigned from his position at Public Work. The City has posted an ad for the open position.
- Comm Carugno spoke on flooding on the south side of Hoffner, which may create a safety issue. Mr. Francis said he sent a projected project to Orange County. Next month he will meet with Comm Uribe and will address the concern.
- Council discussed the traffic concerns by Wawa and Cork & Fork.
- Council addressed the traffic turn east of Cove Drive is not working correctly. Mr. Francis said he would contact the City of Orlando.

b. Chief's Report

Chief Houston reported on the following,

- Agency-wide training – Active shooter training with the school and high liability topics
- Working on a noise ordinance with the City Manager
- Chief Houston gave a summary on crime challenges in the City, DUIs, and missing persons. Enforcement and outreach continue at Palm Squares.
- Chief Houston said the Agency had issued 792 uniformed citations (73 criminal (cost recovery), 8 DUI arrests, and 333 traffic citations).
- Crosswalk detail enforcement - 9 violators last week.

11. Mayor's Report – No report.

12. Items from Council

- Comm Sims thanked the City for the 4-Way Stop on Trentwood; residents are happy with the change. Mr. Sims asked if the Wallace Field appeal be the only item on the agenda to allow for full discussions. Mr. Francis said he would try to make it a light agenda.
- Comm Miller said he would like to see the staff spot check the trouble areas with the upcoming rainy season. He further asked that the staff update Council when any appeal is received to allow them the heads up to answer resident concerns.
- Comm Shuck reported that he might have an applicant for the P&Z District 3 seat. He will report at the next meeting.
- Comm Gold spoke briefly on his communication with Gary Mellon and said he would like to recommend a special meeting with the Wallace residents. He further addressed the concerns he has read on Facebook and

said he had informed the Facebook readers that all City meetings are a public forum and welcomes their participation.

Comm Gold said he has been speaking with Emily Hanna, Executive Director of Bike Walk Central Florida. She did a presentation on Pedestrian Safety/Fatality and offered to do a presentation for our City on making pedestrian safety a priority in Central Florida.

We have a resident turning 100 on April 28 and asked the City the possibility of presenting a proclamation in celebration of her life.

13. Adjournment

There being no further business, Vice Mayor Carugno called for a motion to adjourn. Motion passed unanimously at 8:00 pm.

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CITY OF BELLE ISLE



Proclamation

Declaring May 2021 Neurofibromatosis (NF) Awareness Month

Whereas, The Children’s Tumor Foundation is observing May 2021 as World Neurofibromatosis (NF) Awareness month to educate the public about this rare genetic disorder; and although over 2 million people around the world are living with NF and 1 in every 3,000 births is diagnosed with NF, it is still is relatively unknown to the public; and Whereas, NF affects all populations equally, regardless of race, ethnicity or gender; and

Whereas, NF causes tumors to grow on nerves throughout the body and also can affect development of the brain, cardiovascular system, bones and skin; and the disorder can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

Whereas, The Children’s Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF; and

Whereas, The Children’s Tumor Foundation is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

Whereas, The Children’s Tumor Foundation works to improve access to quality patient healthcare through its national NF Clinic Network; and the Children’s Tumor Foundation provides patient and family support through its information resources, youth programs, and local chapter activities; and

Whereas, the Children’s Tumor Foundation proudly celebrates 40 years of driving research, expanding knowledge, and advancing care for the NF community, this year reflecting on the many key advancements in NF research that can be traced to the Foundation; and

Whereas, Much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

Now Therefore, I, Nicholas Fouraker, Mayor, in recognition of this important initiative, do hereby proclaim the month of May, 2021 as “Neurofibromatosis Awareness Month” In the City of Belle Isle, and urge our citizens to join the Children’s Tumor Foundation’s effort to increase awareness of the importance of finding a treatment and a cure to NF.

Attest _____

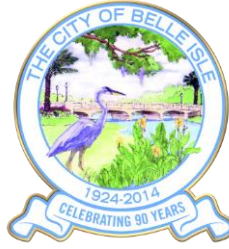
Yolanda Quiceno, City Clerk

Mayor Nicholas Fouraker



Office of the Mayor

CITY OF BELLE ISLE



Proclamation 100th BIRTHDAY CELEBRATION

- WHEREAS,** Dottie Wood celebrated her 100th milestone birthday on April 28th; and
- WHEREAS,** she was born near Baltimore. Maryland and moved to Orlando/Belle Isle in 1957; and
- WHEREAS,** she attended the locals schools near Baltimore and graduated from Townsend High School. Upon graduation she went to work as an operator for the telephone company; and
- WHEREAS,** she married Robert H. Wood, Jr. in June of 1941 and was blessed with two daughters; and
- WHEREAS,** ever since her arrival in Orlando, Dottie has been a member of Grace Covenant Presbyterian Church where she sang in the choir for many years. and
- WHEREAS,** she was very generous giving back to the community as an Orlando Regional Medical Center Pink Lady and as a Hubbard House volunteer. During her tenure at the Hubbard House, she was honored as the oldest volunteer in the hospital system; and
- WHEREAS,** as an avid quilter, she participated in several quilting groups that made and donated quilts to hospitals and provided quits to veterans; and

NOW, THEREFORE, I, Nicholas Fouraker, Mayor of the City of Belle Isle, do hereby proclaim April 28th as

Dottie Wood Day

in the City of Belle Isle as we are inspired by her long life and dedicated volunteer service to our community.



Mayor Nicholas Fouraker

Attest: _____

Yolanda Quiceno, City Clerk



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

Meeting Date: May 4, 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
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. All questions shall be directed **in writing** to the Engineer, David Taylor, davidt@harriscivilengineers.com or Nicole Lund, 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.



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

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 AwardJuly 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

or
Nicole Lund
City Engineer
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.

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.

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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

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

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

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.

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 or by email from the City Clerk at 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.

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 inured 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

(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.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ 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

a.

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
GENERAL					
1	Mobilization	17	LS		
2	Maintenance of Traffic	17	LS		
Total General Bid					
STORM DRAINAGE					
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		
				Total Storm Drainage Base Bid	
TOTAL GENERAL & STORM DRAINAGE BASE BID					

This document must be completed and returned with your Submittal



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

Meeting Date: May 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP for Storm Drainage System Cleaning Services (Continuing Services Contract)

Background: The City does not have the proper equipment or adequate number of personnel to clean the stormwater system so the City outsources this work to various companies. The work 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.

Each time we have to do quotes for the work and hope that one of the vendors is available, especially during and emergency. In order for the City to use multiple vendors for this work, the City would advertise for bids and contract with multiple vendors.

When we need drainage cleaning 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 or quote each time. This would also allow for a better budgeting process as we would know the costs for cleaning. 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 Storm Drainage Cleaning Services.

Suggested Motion: I move we approve the RFP for Storm Drainage Cleaning Services and direct the City Manager to advertise the RFP.

Alternatives: Do not approve the RFP. The City could budget for the proper equipment and personnel, but it would cost more than outsourcing this service.

Fiscal Impact: TBD

Attachments: Storm Drainage Cleaning Services RFP



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.

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)

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.

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. Answers to all submitted questions will be posted on the City's web site, 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

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. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

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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.

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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 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Districting Commission

Background: In 2021, Belle Isle will review and, if necessary, redraw its district boundaries and residents are given the opportunity to be part of the change.

The last appointed Districting Commission was in 2001. The commission is composed of eight members whose term is composed of the time they are appointed until dissolution of the commission.

Why do we need to redistrict? Section 6.06 of the City Charter requires that by the first day of the month following official certification of the decennial census of the state, the city council shall appoint eight (8) city electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Also, the equal protection clause of the United States Constitution requires that where electoral districts are used, they must be substantially equal in population so that each person's vote counts about the same.

Section 6.06 also provides a timeframe for a decision on redistricting. Within one hundred twenty (120) days of appointment, the districting commission shall file with the official designated by the council, a report containing a recommended plan for adjustment of the council district boundaries. The council shall adopt a redistricting ordinance at least ninety (90) days before the next regular city election. If the council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance. The next City election is scheduled for March 8, 2022. This does not leave much time between the Commission report and passing an ordinance.

Belle Isle uses election districts and therefore we are legally required to consider redistricting every 10 years following the U.S. decennial census to maintain a population balance among electoral districts. The resulting council district boundaries must be balanced in population in accordance with state and federal rules governing the redistricting process.

ROLE AND FUNCTION of the Commission

The purpose of the Districting Commission is to recommend to the City Council adjustments to the boundaries of those districts, created by the previous Districting Commission, based on Federal Decennial Census information.

Adjustment of the council district boundaries are to comply with these specifications:

- (1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the centerlines of streets whenever possible.
- (2) 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.

Additional District boundary criteria may include:

- District boundaries may also follow visible natural and man-made features not necessarily street lines and/or 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.
- 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.

Since the 2010 Census, areas such as Brighton Park and Royal Palm Condominiums, Belle Vista have been added to the City of Belle Isle; therefore, it may be necessary to adjust the District boundaries.

Staff Recommendation: Time is of the essence. Advertise for citizens to apply for this Commission.

Suggested Motion: None at this time but Council should direct staff to advertise for Commission members.

Alternatives: None

Fiscal Impact: TBD (maps, attorney fees, other resources)

Attachments: Charter Reference

Sec. 6.06. - Council districts; adjustment of district.

- (A) *Number of districts.* There shall be seven (7) city council districts.
- (B) *Districting commission.* By the first day of the month following official certification of the decennial census of the state, the city council shall appoint eight (8) city electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the city in any other capacity.
- (C) *Report; specification.* Within one hundred twenty (120) days of appointment, the districting commission shall file with the official designated by the council, a report containing a recommended plan for adjustment of the council district boundaries to comply with these specifications:
 - (1) Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the centerlines of streets whenever possible.
 - (2) 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.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a commissioner.

- (D) *Support.* It shall be the responsibility of the city manager to provide staff assistance and technical data to the districting commission.
- (E) *Procedure.* The procedure for the council's consideration of the report shall be the same as for other ordinances, provided that if a summary of the ordinance is published pursuant to this charter and general law it must include both the map and a description of the recommended districts.
- (F) *Failure to enact ordinance.* The council shall adopt a redistricting ordinance at least ninety (90) days before the next regular city election. If the council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.
- (G) *Effect of enactment.* The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular city election. The new districts and boundaries shall supersede previous districts and boundaries for all other purposes as of the date on which all commissioners elected subsequent to the date the new districts went into effect take office.

State Law reference— Federal census to be used as state census, Fla. Const., Art. X, § 8.



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

Meeting Date: May 4, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: Appointment of Michael Statham to Planning and Zoning Board

Background: Mr. Michael Statham, a resident in District 3 applied for the Vacant District 3 seat on the Planning and Zoning Commission. This will be a 3-year term.

Staff Recommendation: To appoint Mr. Statham to the P&Z Board.

Suggested Motion: I move that we appoint Michael Statham to the District 3 position on the Planning and Zoning Board

Alternatives: None.

Fiscal Impact: None

Attachments: Michael Statham Application

April 22, 2021

Yolanda Quinceno, City Clerk
City of Belle Isle
1600 Nela Avenue
Orlando, Florida 32809

Re: Planning and Zoning Board Member Application, Letter of Interest

Dear Ms. Quinceno,

Please see the attached, completed application for the Belle Isle, district 3, Planning and Zoning Board Member Seat and consider this cover letter as my letter of interest.

My experience ranges widely from the Land Development arena in the commercial and residential project types, to Park master planning, project management, construction administration, and field construction. While I have only lived in Belle Isle since August of 2016, my family considers Belle Isle our home and would like the opportunity to give back to the community that we cherish dearly.

Should you have any questions or wish to speak to me, please contact me on my cell phone, the number is shown below.

Until then, I look forward to your reply,



Michael Statham, RLA, ASLA, CPRP
1617 Idaho Avenue
Orlando, Florida 32809
mrstatham@yahoo.com
407-625-1960

CITY OF BELLE ISLE
PLANNING & ZONING BOARD MEMBER APPLICATION

The P&Z Board is responsible for conducting public hearings on all proposed regulations concerning land use in the City or amendments to existing land use regulations and requests for rezoning property, site plans, subdivisions plans, and variances to land use regulations. The P&Z Board is also responsible for making recommendations to the Belle Isle City Council regarding land use, changes in zoning, review of subdivision plans or plats, and changes to the City's comprehensive plan. The time commitment for this position (research, reading/reviewing information, meetings) could be about 4-6 hours per month.

Please email the City Clerk a completed application to yquiceno@belleislefl.gov.

Name: Michael R. Statham, RLA, ASLA, CPPP
Home Address: 1617 Idaho Ave Belle Isle FL 32809 (District 3)
Home Phone: _____ Cell Phone: 407 625 1960
Email: mrstatham@yahoo.com Fax: _____

- 1. Will you have time to fulfill the duties of this board? Yes No
- 2. Are you able to attend the necessary meetings? Yes No

3. Describe your community involvement experience and any particular expertise you have, which would apply to this board.

I served on the Orange County Development Advisory Board for 4 years. I have been a land development consultant for over 3 decades and have construction experience going back to 1976. As a project manager, land planner, landscape architect I have been involved in agency processing, design, & construction.

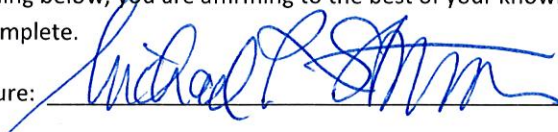
4. Describe why you are interested in serving on the Planning & Zoning Board:

I wish to serve my community and this board would allow me to utilize my professional experience to assist the city that I chosen to call home.

5. Please submit a letter of interest with your application.

Please see attached

By signing below, you are affirming to the best of your knowledge that the information you have provided on this form is true and complete.

Signature:  Date: 4/22/2021

Belle Isle Issues Log
5/4/21

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.	2021 Goal: City to conduct Pavement Assessment and develop CIP for paving (next Fiscal Year). 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, St. Partin Outfall and Stafford& Pam drainage and Barby Lane drainage. Working with Nav Bd staff for some funding for projects. Stafford project to start next week. Sol is being replanned.
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. P&Z decision is being appealed to Council and is scheduled for May 4, 2021 hearing.
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. No Updates
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. Agenda Item

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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. New Sign Ordinance (adopted and closed). Ordinance on at-large appointments (adopted and will advertise vacancies).
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. CM to meet with private owner for annexation of 5 acres. Sienna place signed consents for annexation.
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/OCISO 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. No Update
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). Bids received on RFP for Chambers A/V (Being Evaluated). Council action on May 18
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 to 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 applying to County for variances to relocate the house. (No update)

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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.
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. No Update
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. Last traffic count on Seminole started.