



Advertise Date: Tuesday, June 12, 2018

**Lee County Board of County Commissioners
PROCUREMENT MANAGEMENT DEPARTMENT**

Construction Manager at Risk (CMAR) Request for Proposal

Solicitation No.:	CMR180323ANB		
Solicitation Name:	Nalle Grade Hydrologic Restoration		
Open Date/Time:	Tuesday, July 17, 2018	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Adam Brooke	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	Abrooke @leegov.com
Requesting Dept.	Natural Resources		

Pre-Solicitation Meeting:

Type:	NON-Mandatory		
Date/Time:	6/27/2018 10:00 AM		
Location:	Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901		

All solicitation documents are available for download at
www.leegov.com/procurement

FUNDED IN PART OR IN WHOLE BY:
 Florida Department of Environmental Protection
 DEP Contract/Grant #: S0727



LEE COUNTY

SOUTHWEST FLORIDA

Tuesday, June 12, 2018

Notice to Contractor / Vendor / Proposer(s)
CMR#CMR180323ANB Nalle Grade Hydrologic Restoration

Construction Manager at Risk (CMAR) Request for Proposal

Lee County, Florida, is requesting proposals from qualified individuals/firms for

Nalle Grade Hydrologic Restoration

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, July 17, 2018

to the office of the **Procurement Management Director**. The Proposal shall be **uploaded electronically to www.leegov.com/bid** or received in a sealed envelope at **1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**, prior to the time scheduled to receive Proposal(s), and shall be clearly marked with the solicitation name, solicitation number, Proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the Proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

10:00 AM Wednesday, June 27, 2018 1500 Monroe Street, 4th Floor, Fort Myers FL 33901 for the purpose of discussing the proposed project. Prospective Proposers are encouraged to attend. All prospective Proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke, Abrooke@LeeGov.com

Sincerely,

Laurie Victory, CPPB
 Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions **Request for Proposal** **Construction Manager at Risk (CMAR)**

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined, as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Department. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Department Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Florida State Statute 287.055: Consultant Competitive Negotiation Act (CCNA), (CN)
 - 3.1.3. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until

such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 calendar days after bid or proposal opening, whichever is earlier.

- 3.1.4. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.5. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. **RESPONSES RECEIVED LATE**
- 4.1. It shall be the Proposer's sole responsibility to deliver the proposal submission to the Lee County Procurement Management Department prior to or on the time and date stated.
 - 4.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening.
 - 4.3. The Lee County Procurement Management Department shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
5. **PROPOSER REQUIREMENTS (unless otherwise noted)**
- 5.1. **Responsive and Responsible:** Only proposals received from responsive and responsible Proposers will be considered.
 - 5.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 5.1.2. Any Proposer or Sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or Sub-Proposer.
 - 5.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in Proposer disqualification.
 - 5.3. **Preparation Cost:** The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
6. **PRE-SOLICITATION CONFERENCE**
- 6.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All prospective Proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All verbal questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
 - 6.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective Proposers participate.
 - 6.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
7. **COUNTY INTERPRETATION/ADDENDUMS**
- 7.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation,

clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

- 7.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the Proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Department associated with this solicitation.
 - 7.3. All Addenda shall become part of the Contract Documents.
 - 7.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Department is the only official method whereby interpretation, clarification or additional information can be given.
8. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 8.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
 - 8.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
 - 8.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 8.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
9. **ADDITIONS, REVISIONS AND DELETIONS**
- 9.1. Additions, revisions, or deletions to the Terms and Conditions, Specifications, Bid Schedule, or other document provided by Lee County Procurement Management Department that changes the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
10. **CONFIDENTIALITY**
- 10.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
 - 10.2. If information is submitted with a proposal that is deemed "Confidential" the Proposer must stamp those pages of the proposal that are considered confidential. The Proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
 - 10.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

11. CONFLICT OF INTEREST

- 11.1. All Proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- And:
- 11.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 11.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 11.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of Lee County or any of its agencies. Further, all Proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

12. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 12.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective Proposers or any agent, representative or person acting at the request of such Proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

13. DRUG FREE WORKPLACE

- 13.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 14.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Department of Transportation.
- 14.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

15. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 15.1. The Proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 15.2. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer will make affirmative

efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

- 15.3. The Proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 15.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide 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 award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

16. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 16.1. The prime Proposer on a solicitation may not also be listed as a Sub-Proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-Proposers/Consultant/Contractor may be listed on multiple proposals for the same solicitation.

17. SUB-PROPOSER/CONSULTANT

- 17.1. The use of Sub-Proposer/Consultant under this solicitation is not allowed without prior written authorization from the County representative.

18. RFP - PROJECT GUIDELINES

- 18.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the Proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 18.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 18.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period; inclusive of any renewals unless otherwise specified herein.
 - 18.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 18.1.4. In reference to vehicle travel, mileage and person-hours spent in travel time, are considered incidental to the work and not an extra compensable expense.
 - 18.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 18.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
 - 18.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.
Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

19. RFP – EVALUATION

- 19.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
 - 19.1.1. Each Ranking is derived by the individual committee member’s scores being totaled and then ranked with the highest “score” being “ranked” first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.
 - 19.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an “Over-all Ranking.” During the Over-all Ranking process, the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making “Over-all Ranking” order as Proposer A ranked 1, Proposer B ranked 2.
 - 19.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)
- 19.2. **Evaluation Meeting(s):**
 - 19.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.
 - 19.2.2. Evaluation 2: Following the initial evaluation process, the short-listed Proposer(s) will be required to provide an on-site interview/presentation.
 - 19.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the Proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.
 - 19.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

20. RFP – SELECTION PROCEDURE

- 20.1. The selection will be made in accordance with Lee County Procurement Policy and Chapter 287.055 FL § for Professional Services Contracts. Some or all of the responding Proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process
- 20.2. Agreement/Contract fees will be negotiated in accordance with Section 287.055 FL §.
- 20.3. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 20.4. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Proposer(s) and begin agreement/contract negotiations with the next finalist.
- 20.5. The Procurement Management Director reserves the right to exercise their discretion to:
 - 20.5.1. Make award(s) to one or multiple Proposers.
 - 20.5.2. Waive minor informalities in any response;
 - 20.5.3. Reject any and all proposals with or without cause;
 - 20.5.4. Accept the response that in its judgment will be in the best interest of Lee County.

21. RFP – TIEBREAKER

- 21.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 21.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will

continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.

21.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

21.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.

21.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

21.2. When the tiebreaker is determined the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

21.3. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

22. RFP – EVALUATION/ SELECTION COMMITTEE

22.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.

22.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting in a short-list of at least three (3) Proposers/Firms to be interviewed.

23. WITHDRAWAL OF PROPOSAL

23.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

23.2. A Proposer may withdraw a proposal any time prior to the opening of the solicitation.

23.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the Proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the Proposer, by clear and convincing evidence, has met each of the following four tests:

23.3.1. The Proposer acted in good faith in submitting the proposal,

23.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the Proposer would cause a severe hardship on the Proposer,

23.3.3. The mistake was not the result of gross negligence or willful inattention by the Proposer; and

23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

24. PROTEST RIGHTS

24.1. Any Proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.

24.2. “Decisions” are posted on the Lee County Procurement Management Department website. Proposers are solely responsible to check for information regarding the solicitation. (www.lee.gov/procurement)

24.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.

24.4. In order to preserve your right to protest, you must file a written “**Notice Of Intent To File A Protest**” with the **Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.

24.4.1. The notice must clearly state the basis and reasons for the protest.

- 24.4.2. The notice must be physically received by the Procurement Management Director with in the required time frame. No additional time is granted for mailing.
- 24.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the date of *“Notice of Intent to File a Protest”* is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**
25. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**
- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.
26. **CONTRACT ADMINISTRATION**
- 26.1. **Designated Contact:**
- 26.1.1. The awarded Proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires the awarded Proposer to provide the name of a contact person(s) and phone number(s), which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 26.2. **RFP – Term:**
- 26.2.1. The term of this project will be determined in the pre-construction phase.
- 26.2.2. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds
- 26.3. **RFP – Basis of Award:**
- 26.3.1. Award will be made to the most responsible and responsive Proposer based on the evaluation criteria.
- 26.4. **Agreement/Contract:**
- 26.4.1. The awarded Proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.4.2. Agreement/Contracts may have more than one department participating. Each participant will issue its individual purchase order and will be billed separately.
- 26.5. **Records:**
- 26.5.1. Retention: The Proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the Proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County’s custodian of public records, provide the County 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 or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the contractor does not transfer the records to the County.

- 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

- 26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful Proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful Proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. **Termination:**

- 26.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the Proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 26.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 26.6.3. Any Proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for **a period of 180 calendar days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have waived any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, Proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All Proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (if applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (if applicable)

- 30.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (if applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposers responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. INSURANCE (AS APPLICABLE)

- 32.1. Insurance shall be provided by the awarded Proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the Proposer.



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 products and completed operations
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

33. SPECIAL CONDITIONS

These conditions are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work. Failure to abide by any of the below provisions may serve as grounds for disqualification for award of this contract to the firm. The below provisions and those found herein pertaining to the grant funding of this project apply to any participating Contractor and shall be further understood to be incorporated into any subsequent agreement/contract executed between the Contractor and the County. It shall be further understood that these provisions shall be incorporated into any related agreements/contracts executed between the prime Contractor and any sub-contractors.

34. INSPECTOR GENERAL

- 34.1 Pursuant to FL § 20.55(5), Consultant shall cooperate and comply with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to FL § 20.55.

35. LOBBYING

- 35.1 General: Participating Contractors shall adhere to the Anti-Lobbying clause as provided herein. Following this clause the participating Contractors are hereby notified they shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee.

- 35.2 Federal-Aid Contracts:
By participating in this solicitation and completion of affixed affidavit, the Contractor certifies that to the best their knowledge:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard

- 35.3 Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 35.4 Submission of the certification found herein is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 35.5 The Contractor also agrees by submitting their proposal that they shall require that the language of the applicable certification found herein be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

36. DEBARMENT & SUSPENSION

- 36.1 By participating in this solicitation and completion of affixed affidavit the Contractor certifies that:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 36.2 Sub-Contractors found to be Debarred or Suspended may not be utilized by the Prime Contractor on any portion of Federally funded project(s).

37. ADDITIONAL PROVISIONS

- 37.1 Additional terms, conditions, and provisions related to the funding source of this project can be found within the agreements attached herein. It is the Contractor's responsibility to thoroughly review the agreements provided and fully understand the compliance requirements pertaining to the County and the Contractor. The Contractor shall ensure they are in compliance with the regulations of the funding source at all times. Terms of specific importance can be found within *Attached D – DEP Agreement* under *Attachment 1, Contract Provisions for EPA Funded Agreements* and *DEP, Public Records Requirements*.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
CMR180323ANB
Construction Manager at Risk for
Nalle Grade Hydrologic Restoration**

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Contractor to provide necessary services to complete the construction and upgrade of Lee County's County Nalle Grade Park. The project will provide water quality improvements to Bayshore Creek and the environmental restoration of onsite wetlands and environmentally sensitive areas. The proposed project consists of widening a portion of Bayshore Creek located at the northeast corner of the property. The construction includes the creation of two open water features, impoundment area, berm, pump station, and associated drainage facilities.

This project will affect the following property:

The property is located at:

- a. 8350 Nalle Grade Road
North Ft. Myers, FL 33917
Project Coordinates: 26.7539, -81.8190.

PROJECT BACKGROUND: Lee County (Grantee) commissioned the North Fort Myers Surface Water Master Plan to evaluate and implement recommendations to improve water quality and quantity of the watersheds in North Fort Myers. Bayshore Creek is a tributary to the tidal Caloosahatchee River that is currently part of a Basin Management Action Plan (BMAP) to meet the Total Nitrogen Total Maximum Daily Load (TMDL). The contributing area for Bayshore Creek watershed is approximately 3 square miles in Lee County and 12 square miles in Charlotte County, with pollutant load contributions mainly from agricultural and low-density single-family homeland use. Inundation in the watershed poses flooding problems for the residential areas and agricultural operations, along with water quality issues resulting from runoff. One of the main objectives of the Nalle Grade Stormwater Park is to reduce pollutant load discharge into the Caloosahatchee River.

PROJECT DESCRIPTION: The awarded Contractor will construct the Nalle Grade Stormwater Park that will consist of a treatment train utilizing two (2) open water areas along Bayshore Creek and Nalle Grade Road and a created linear vegetated filter marsh along Nalle Grade Road. The facility located within Bayshore Creek watershed is intended for providing water quality benefits, flood protection, wild life habitat and recreational opportunities for the community.

Single Project: From the Notice to Proceed or the Purchase Order date, whichever applies: **180** calendar days to substantial completion, **30** calendar days to final completion (total days **210**) for the construction phase.

2. ATTACHMENTS

- 1.1. Attachment A: Plans of Proposed Nalle Grade Park Hydrologic Restoration. Dated: June 2016.
- 1.2. Attachment B: Subsurface Soil Exploration proposed Nalle Grand Stormwater Park Report. Prepared by Ardaman & Associates, Inc.
- 1.3. Attachment C: DEP Contract /Grant Documentation.
- 1.4. Attachment D: DEP Agreement No. S0727 Amendment No.1.
- 1.5. Attachment E: Lee County Agreement between Lee County Archers and Lee County Parks & Recreation.
- 1.6. Attachment F: ERP No. 36-08841-P

The attachments found herein pertaining to the grant funding of this project apply to any participating Contractor and shall be further understood to be incorporated into any subsequent agreement/contract executed between the Contractor and the County. It shall be further understood that these provisions shall be incorporated into any related agreements/contracts executed between the prime Contractor and any sub-contractors. The Contractor shall be familiar with and comply with all grant provisions.

The Contractor shall review the agreement between Lee County Archers and Lee County Parks & Recreation, understand, and comply with their requirements and expectations under this agreement.

3. PROJECT OBJECTIVE

- 3.1. In selecting a Construction Manager at Risk (CMAR), the County will place emphasis on the experience of the Proposer and its assigned personnel in providing services on projects of similar nature and size.
- 3.2. During the Pre-construction Phase, the selected Proposer shall cooperate with Lee County Staff, and the Design Professional teams:
 - 3.2.1. To develop an optimum, minimum risk, and buildable design for the Project(s);
 - 3.2.2. To review and evaluate throughout this phase the design, as necessary, for constructability;
 - 3.2.3. Value engineering, as necessary, of the construction documents to insure that the cost to construct will be achieved within the available construction budget;
 - 3.2.4. Develop Guaranteed Maximum Price based on the final permitted construction documents and specifications;
- 3.3. During the Construction Phase, the CMAR shall:
 - 3.3.1. Successfully complete the Project in accordance with the Construction Contract Documents and within the Guaranteed Maximum Price (GMP);
 - 3.3.2. Provide and maintain adequate staff to oversee and manage the construction throughout the construction phase of these projects; Provide a construction team for each site (at a minimum: Project Manager, Superintendent)
 - 3.3.3. Successfully complete the construction within the approved construction schedule;
 - 3.3.4. Comply with the CMAR contract documents and its general conditions.

4. PHASES

- 4.1. This project will consist of two phases.
 - 4.1.1. Pre-Construction Phase
 - 4.1.2. Construction Phase

5. PRE-CONSTRUCTION PHASE

- 5.1. **Prime Goal:** During the Pre-construction Phase, the CMAR shall assist the County and the Design Professional (DP) in developing an optimum, minimum risk and buildable design for the Project(s). During the Pre-construction Phase, the County, the DP, and the CMAR shall develop and complete a design for the Project that meets the County's needs and is within the portion of the County's Project Budget available for payment of costs of the construction work. During the Pre-construction Phase, the CMAR shall be paid a Pre-construction Phase Services Fee.
- 5.2. **Services:** The CMAR shall meet with the County to determine the schedule of meetings and the work required to provide value engineering. Services provided during the Pre-construction Phase of the project should include, but not limited to:
 - 5.2.1. Consulting with, advising, assisting, and making recommendations to the County and the DP.
 - 5.2.2. Reviewing all plans and specifications as they are being developed and making recommendations with respect to construction feasibility, availability of material and labor, and time requirements for procurement and construction.
 - 5.2.3. Projected costs; developing, reviewing, and refining the Project's budget estimates based on the County's program and other available information.
 - 5.2.4. Making recommendations to the County and the DP regarding the division of work in the plans and specifications to facilitate the bidding process and awarding of contracts.

- 5.2.5. Soliciting the interest of capable contractors and taking bids on the Project and analyzing the bids received.
- 5.2.6. Preparing and maintaining a progress schedule during the Pre-construction Phase of the project and the preparation of a proposed construction schedule.
- 5.3. The following milestones shall be completed in the Pre-construction Phase before the Project can progress to the Construction Phase.
 - 5.3.1. The CMAR and County shall agree on a Guaranteed Maximum Price (GMP.)
 - 5.3.2. The CMAR and County shall execute the Construction Contract with all attachments and exhibits.
- 5.4. The CMAR shall not commence construction activities during the Pre-construction Phase.
- 5.5. The CMAR shall have no basis of claim against the County if the County elects to terminate or not construct the Project for any reason or at any time during the Pre-construction Phase. The County shall not be obligated to have the CMAR construct the Project nor shall the CMAR assume to have any rights to construct the Project.

6. CONSTRUCTION PHASE

- 6.1. **Prime Goal:** During the Construction Phase, the CMAR shall successfully complete the Project in accordance with the Construction Documents and within the Guaranteed Maximum Price (GMP).
 - 6.1.1. Services provided by the CMAR during the Construction Phase of the Project shall include, but not be limited to:
 - 6.1.1.1. Maintaining competent supervisory staff to coordinate and provide general direction of the work and progress of the sub-contractors on the Project.
 - 6.1.1.2. Directing the work as it is being performed for general conformance with working drawings and specifications.
 - 6.1.1.3. Establish and implement procedures for the coordination among the CMAR, County, Design Professional, and sub-contractors with respect to all aspects of the Project.
 - 6.1.1.4. Maintain a record of local hires and hours worked as requested by the County.
 - 6.1.1.5. Maintain job site records and producing appropriate progress reports.
 - 6.1.1.6. Implement a labor policy in conformance with the requirements of the County.
 - 6.1.1.7. Review and provide recommendations regarding the safety and equal opportunity programs of each sub-contractor for conformance with the County's policies.
 - 6.1.1.8. Review and process all pay applications and invoices for payment by involved sub-contractors and material suppliers in accordance with the terms of the Contract.
 - 6.1.1.9. Make recommendations, process, and maintain records of requests for changes in the work through change orders.
 - 6.1.1.10. Schedule and conduct regularly scheduled and non-scheduled job related meetings to ensure orderly progress of the work. Provide meeting minutes for each meeting.
 - 6.1.1.11. Develop and monitor the project progress schedule, coordinate, and expedite the work of all contractors, and provide periodic status reports to the County and the DP.
 - 6.1.1.12. Establish and maintain a cost control system.
 - 6.1.1.13. Conduct meetings to review costs.

7. GUARANTEED MAXIMUM PRICE AND GMP SCHEDULE

- 7.1. The CMAR, with the assistance of the DP, shall commit to a Guaranteed Maximum Price (GMP) for all construction related activities regarding the Project. The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price. The project will be Open Book. All savings, including unused contingency, shall be returned to the County. The County reserves the right to request an alternative item for Furniture, Fixtures & Equipment (FF&E), which the County may ask to be included in the GMP. The County shall accept or reject this alternative item prior to finalizing the GMP. The CMAR shall competitively select all construction sub-contracts and other work appropriate for competitive selection using cost and other factors.
- 7.2. No Construction Work shall commence until a GMP for the entire construction work is mutually agreed upon in writing and formally executed by both the CMAR and County.

- 7.3. At a time determined by the County and the CMAR, but no later than the conclusion of the Pre-construction Phase, the CMAR shall propose a GMP for the construction of the entire Project. The proposed GMP shall not exceed the amount within the County's project budget available for cost of the construction work.
- 7.4. The CMAR shall also submit a detailed construction schedule for all construction work related to the successful, expeditious, and practicable completion of the Project. The schedule shall be consistent with any previously issued schedules approved by the County and shall not exceed time limits established in the Construction Phase Contract Documents. The schedule shall incorporate all construction work for the Project to the extent required by the CMAR Pre-construction Phase Contract Documents and the CMAR Construction Phase Contract Documents, if and when the latter are executed.

8. NEGOTIATED ITEMS

- 8.1. Any item not outlined in the CMAR Scope of Services may be subject to negotiations between the County and the CMAR.
- 8.2. If a fee for the Pre-construction Phase Services Contract cannot be agreed upon then the County is under no obligation to award a Pre-construction Phase Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 8.3. If a Guaranteed Maximum Price cannot be agreed upon then the County is under no obligation to award a Construction Management Services Contract to the CMAR and may move to the next CMAR candidate on the selection list.
- 8.4. All materials or plans, regardless of format or media used, created under the Pre-construction Phase shall be and remain the property of the County.

9. BOND/SURETY (CONSTRUCTION)

- 9.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 9.2. **Evidence of Bondability:** Include a letter of Bondability from a Surety provider. Awarded Proposer will be required to provide Payment & Performance bond for 100% of the project amount.
- 9.3. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.
 - 9.3.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
 - 9.3.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 9.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 9.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 9.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

10. LIQUIDATED DAMAGES (CONSTRUCTION)

- 10.1. Liquidated Damages will be negotiated with the awarded vendor for inclusion in the Phase 2 GMP amendment to the Agreement/Contract.

- 10.2. Liquidated Damages shall be negotiated between the County and the awarded Contractor resulting in the mutually agreed upon liquidated damages table being added to the contract. The following Liquidated damages table shall serve as a guideline for negotiations. Liquidated damages will be based on the entire project amount per calendar day for example as shown in the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day	10.3.
\$0.00	\$50,000.00	\$645.00	
\$50,000.00	\$250,000.00	\$760.00	
\$250,000.00	\$500,000.00	\$970.00	
\$500,000.00	\$2,500,000.00	\$1,500.00	
\$2,500,000.00	\$5,000,000.00	\$2,400.00	
\$5,000,000.00	\$10,000,000.00	\$3,300.00	
\$10,000,000.00	\$15,000,000.00	\$4,600.00	
\$15,000,000.00	\$20,000,000.00	\$4,300.00	
\$20,000,000.00 over		\$5,700.00 plus .00005	

11. PERMITS (CONSTRUCTION)

- 11.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Contractor.
- 11.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 11.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 11.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 11.5. Permits obtained by the Contractor will be reimbursed at cost, no mark-up.

12. CONSTRUCTION MANAGER AT RISK REQUIREMENTS

- 12.1. Upon the award of a Construction Management Services Contract, the CMAR shall be contracted with the County to furnish his or her skill and judgment in cooperation with, and reliance upon, the services of the DP. CMAR will assist the County and DP in the management and administration of the Project. The County shall at all times retain complete contractual control of all prime CMAR and DP contracts, project funds, and disbursements.
- 12.2. The CMAR shall furnish administration and management of the construction process and other specified services to the County. The CMAR shall perform his or her obligations in an expeditious and economical manner consistent with the interests of the County. If it is in the County's best interest, the CMAR shall provide or perform basic services for which reimbursement shall be provided in the general conditions to the Construction Management Services Contract.
- 12.3. The CMAR will comply with all County, County, State, and Federal regulations, ordinances, and laws as they apply to this Project.
- 12.4. Ancillary Technical Services: The County may request that the CMAR perform Ancillary Technical Services that shall include, but not be limited to:
 - 12.4.1. Geo-technical, soil investigation, material and acceptance testing, and/or subsurface investigation services.
 - 12.4.2. Land Surveying.
 - 12.4.3. Other testing and consultant services that are determined by the County to be required for the Project.
- 12.5. Self-perform: The selected Proposer, at the County's discretion, may only be allowed to self-perform 25% or less of the overall project. The remaining 75% must be bid among subcontractors.

12.5.1. If the Proposer discovers that self-performed services are more economically beneficial to the County then they may exceed the 25 % requirement with approval of the County.

12.5.2. If the CMAR receives one or less bids from subcontractors in a selected specialty or field, then the CMAR may exceed the 25% self-performance with approval of the County.

12.6. Should have experience with the CMAR concepts and/or valued engineering concept.

End of Section

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **10 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

2. **RFP – PREPARATION OF PROPOSAL**

- 2.1. **Sealed Manual Submission:** Submission must be in a sealed envelope/box, and the outside of the submission should be marked with the following information (Sealed Proposal Label Form is attached for your use):
- 2.1.1. Marked with the words “Sealed Proposal”
 - 2.1.2. Solicitation Number
 - 2.1.3. Solicitation Title
 - 2.1.4. Solicitation Due Date
 - 2.1.5. Name of the firm submitting the proposal
 - 2.1.6. Contact e-mail and telephone number
 - 2.1.7. **Sealed Manual submission shall include:**
 - 2.1.7.1. Provide six (6) hard copies. Mark each: one “Original”, five “Copy”
 - 2.1.7.2. Provide six (6) electronic version each on a USB flash drive including a copy of the entire submission documents.
 - 2.1.7.3. Electronic submission document is to be one unlocked single Adobe PDF file in the same order as the original hard copy. In addition, if a “special” format (i.e. Excel) file was provided include a completed copy in the same format requested.
- 2.2. **Submission Format:**
- 2.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 2.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, and where applicable witnessed and corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The Proposer may not use erasable ink. All corrections made to the proposal shall be initialed. Electronic execution of submission is to be done by an authorized corporate representative. If representative is not listed on Sunbiz.org print-out a formal letter of authorization, by an officer listed in the sunbiz.org print-out, should be attached.
 - 2.2.3. Should not contain links to other Web pages.
 - 2.2.4. The County may request specific files be submitted in specialty format (IE: Provide a Bid Schedule/Proposal in Excel format.) Vendor shall accommodate such specialty requests as described herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award.
 - 2.2.5. Limit the color and number of images to avoid unmanageable file sizes.
 - 2.2.6. Include any information requested by the County necessary to analyze your submission, i.e., required submittals, literature, technical data, financial statements.

Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a minimum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.
- A Construction Manager at Risk will be selected to manage the performance of all goods and services necessary for the successful completion of the project. During the Pre-construction Phase the Construction Manager at Risk/Firm will assist in the County hired design professional to determine buildability, provide input, and advise means or methods of potential cost savings to the County. The Construction Manager at Risk/firm will complete the Construction Phase by the utilization of subcontractor's qualified, experienced and licensed companies/contractors who specialize in the various areas covered in the scope of the project. The Construction Phase will be inclusive of obtaining necessary permits, the selection and subcontracting of companies/contractors for goods and services that bring quality, economic benefits and value engineering to the County.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's

knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed **specific** project management team to be assigned to the Lee County contract.

Resumes are not included within page restrictions, but should be limited to one (1) page per person.

TAB 5: Required Forms

- Forms 1- 8

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF FIRM (TAB 2)	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 3)	30
3	FIRM PLAN OF APPROACH (TAB 4)	25
4	PERSONNEL (TAB 5)	20
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, June 12, 2018	N/A
Pre-Proposal Meeting	June 27, 2018	10:00 AM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, July 17, 2018	Prior to 2:30 PM
First Committee Meeting & Discussion	TBD	TBD
Notify Shortlist Selection via e-mail (If applicable)	TBD	N/A
Final Scoring/Selection Meeting (If applicable)	TBD	TBD

Additional notes on Submission Schedule:

- *Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.*
- *Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.*
- *Unless otherwise stated, location of all openings and meetings will take place at **1500 Monroe Street, Fort Myers, FL 33901 – 4th Floor Procurement Management.***

End of Submittal Requirements & Evaluation Criteria Section

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL CCNA

CONSTRUCTION MANAGER AT RISK (CMAR)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

Form # Title/Description

1 Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

**** Business Relationship Disclosure Requirement***

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the Proposer is in compliance in regard to Immigration Laws.

3 Reference Survey

Provide this form to reference respondents. This form **will be turned in with the proposal package**.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package**.
6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history.

If the Proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Proposer’s location information

6 *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

To be completed after award for CMAR solicitations

7 *Public Entity Crimes Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety* (Required for Construction Projects Only)

Self-explanatory

To be completed after award for CMAR solicitations

***** *Signatory Authorization Affidavit*

Providing Authorization to individuals to execute legal documents on behalf of the Bidder/Proposer.

***** *Lobbying & LLL Form*

***** *Proposal Label* (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Bidder/Proposer’s responsibility to insure the Solicitation Response is received no later than the specified opening date and time. (If the submission is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____

Deadline Date: 7/17/2018

SOLICITATION IDENTIFICATION: CMR180323ANB

SOLICITATION NAME: Nalle Grade Hydrologic Restoration

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the Proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) Proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
 555 AVENUE
 Anytown, USA 99999

Title V

President, Second
 555 AVENUE
 Anytown, USA 99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: CMR180323ANB SOLICITATION NAME: Construction Manager at Risk for Nalle Grade Hydrologic Restoration

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

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEYSolicitation # **CMR180323ANB****Nalle Grade Hydrologic Restoration**

Section 1		Reference Respondent Information		Please return completed form to: Bidder/Proposer: Due Date: Total # Pages: 1 Phone #: Fax #: Bidder/Proposer E-Mail:	
FROM:					
COMPANY:					
PHONE #:					
FAX #:					
EMAIL:					
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
Summarize Scope:					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3		Indicate: "Yes" or "No"			
1. Did this company have the proper resources and personnel by which to get the job done?					
2. Were any problems encountered with the company's work performance?					
3. Were any change orders or contract amendments issued, other than owner initiated?					
4. Was the job completed on time?					
5. Was the job completed within budget?					
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Section 4					

Reference Name (Print)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the Proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____

20 _____

_____ day of _____

_____ who has produced

_____ as identification (or personally known)

_____ Type of ID and number

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of:

_____ Lee County

_____ Collier County

_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

_____ Yes*

_____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy

_____ Yes

_____ No

*Form 6-Sub-contractor List – N/A***To be determined and completed after award****SUB-CONTRACTOR/CONSULTANT LIST**

Sub-contractor/consultant Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractor/consultant(s) name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant(s) qualify as Disadvantaged Business Enterprise (**DBE**), please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer 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 _____

(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: On the attached sheet.) Required as per IRS Form W-9.

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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a 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) (c), 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 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 the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Required for Construction Projects Only) – N/A**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
To be determined and completed after award				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)



Lee County Procurement Management Signatory Authorization Affidavit

Solicitation Name: Nalle Grade Hydrologic Restoration

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President
- LLC: Managing Member
- Sole Proprietor: Owner

Attach corporate designation documentation, if applicable.

Bidder/Proposer Name:

Authorized Signatory Name	Title

By execution of this document, I hereby authorize the individuals shown above to execute legally binding documents on behalf of the Bidder/Proposer. I further acknowledge that it shall be my responsibility to provide an updated Signatory Authorization Affidavit upon any change in authorization to the Lee County Procurement Management Department, Attention: Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901.

(Signature)

(Title: President, Managing Member, Owner)

(Date)

(printed name)

STATE OF

COUNTY OF

The foregoing instrument was signed and acknowledged before me this

day of

20 who produced the following as identification

(type Identification and number or personally known)

Notary Public Signature

Printed Name of Notary Public

Commission Number/Expiration

Page ____ of ____ *Duplicate this page for additional names. An original signature is required on each page.

Attachment G

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known: <input type="text"/> Congressional District, if known: <input type="text"/> 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Congressional District, if known: <input type="text"/>		
6. Federal Department/Agency: <input type="text"/>			7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>		
8. Federal Action Number, if known: <input type="text"/>			9. Award Amount, if known: \$ <input type="text"/>		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	CMR180323ANB
SOLICITATION TITLE:	Nalle Grade Hydrologic Restoration
DATE DUE:	Tuesday, July 17, 2018
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

Attachment A

LEE COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OF NATURAL RESOURCES CN-130299

PLANS OF PROPOSED NALLE GRADE PARK HYDROLOGIC RESTORATION

DATE: June, 2016

GENERAL STATEMENT:

General Statement: Included beneath are the developed plans to improve an existing Lee County owned 72.76 acre property located along the south side of Nalle Grade Road as a combination public community park and storm water quality treatment system serving the Bayshore Creek Watershed. The improved water quality treatment will provide for the treatment of storm water runoff from the surrounding area and will provide for the treatment of Nitrogen and Phosphorus within the untreated storm runoff from upstream basins of the Bayshore Creek watershed.

The project includes the following general improvements:

- Hydrologic restoration of an existing wetland;
- Auxiliary improvements to the park area including two (2) open water (lake) areas and a filter strip bordering Nalle Grade Road.

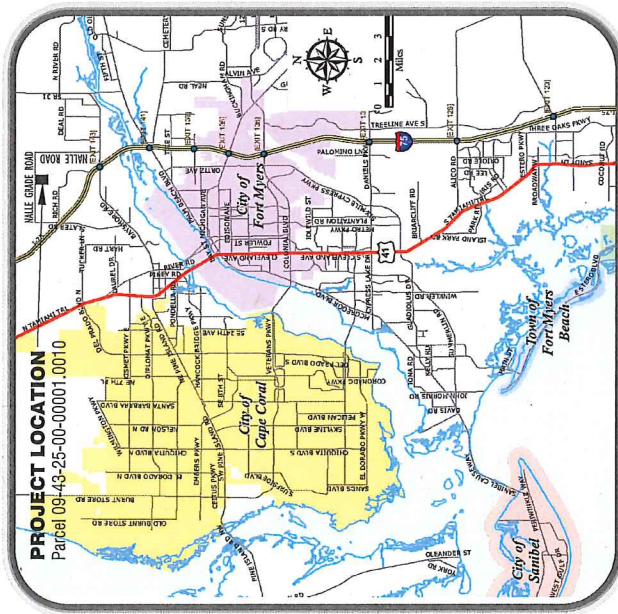
The existing archery club house area utilizing the southern third of the parcel will remain "as-is" with exception of minor drainage improvements.

The improvements will be constructed in one phase. A future park parking lot has been planned and shown, but is not included as part of the contract.

INDEX OF SHEETS:

DESCRIPTION:

SHEET NO.	DESCRIPTION
13046-01	COVER SHEET
13046-02	GENERAL NOTES
13046-03	GENERAL NOTES
13046-04	BOUNDARY & TOPOGRAPHIC SURVEY
13046-05	GRADING AND DRAINAGE PLAN - NE
13046-06	GRADING AND DRAINAGE PLAN - SE
13046-07	GRADING AND DRAINAGE PLAN - SW
13046-08	PUMP STATION - HYDRAULIC DIAGRAM AND NOTES
13046-09	PUMP STATION - CONTROL STRUCTURE
13046-10	DRAINAGE DETAILS - DS #1 CONTROL STRUCTURE
13046-11	DRAINAGE DETAILS - DS #2 CONTROL STRUCTURE
13046-12	DRAINAGE DETAILS - DS #3 CONTROL STRUCTURE
13046-13	DRAINAGE DETAILS - DS #4 TYPICAL DETAILS
13046-14	PAVING AND SITE DETAILS
13046-15	FOOT STANDARD DETAILS
13046-16	EROSION AND SEDIMENT CONTROL PLAN
13046-17	EROSION AND SEDIMENT CONTROL DETAILS
13046-18	EROSION AND SEDIMENT CONTROL DETAILS
13046-19	EROSION AND SEDIMENT CONTROL DETAILS
13046-20	EROSION AND SEDIMENT CONTROL DETAILS
13046-21	PLANTING PLANS
13046-22	PLANTING PLANS
13046-23	PLANTING PLANS
13046-24	PLANTING PLANS
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13046-96	PLANTING PLANS
13046-97	PLANTING PLANS
13046-98	PLANTING PLANS
13046-99	PLANTING PLANS
13046-100	PLANTING PLANS



LOCATION MAP
SECTION 9, TOWNSHIP 43 SOUTH, RANGE 25 EAST
STRAP #: 09-43-25-00-00001.0010

UTILITY CONTACT INFORMATION:

CENTURY LINK: (239) 263-6276
COMCAST TV: (239) 432-1805
TECO PEOPLES GAS: (239) 690-5513
LCEC: (239) 995-2121
LEE COUNTY UTILITIES: (239) 398-3555

PLANTING PLANS DESIGNED BY:

RK
2651 McGregor Blvd.
Suite 4-402
Fort Myers, FL 33919
TEL: 1.239.481.6775

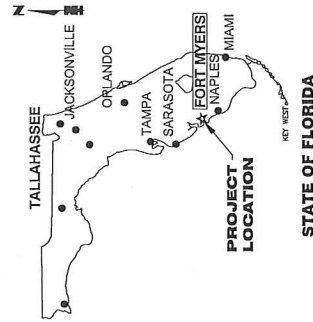
PLANTING PLANS DESIGNED BY:

H-M
6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Engineers-PLANNERS-SURVEYORS
Authorization No.1772

PREPARED BY:

H-M
6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Engineers-PLANNERS-SURVEYORS
Authorization No.1772

THE CONTRACTOR SHALL VERIFY LOCATION OF
UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
"ALWAYS CALL 811 BEFORE YOU DIG"
WWW.SUNSHINE811.COM



BOARD OF COUNTY COMMISSIONERS

JOHN E. MANNING
CECIL L. PENDERGRASS
LARRY KIKER
LARRY HANMAN
FRANK MANN

DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
DISTRICT 5

COUNTY MANAGER

ROGER DESJARLAIS

ASSISTANT COUNTY MANAGER

DAVE HARNER

DIVISION OF NATURAL RESOURCES

ROLAND OTTOLINI, P.E.

This is to certify that these plans and the associated construction project are in substantial compliance with the Lee County Land Development Code with the exception of the following deviations which have been approved by the Assistant County Manager.

Deviations:
None requested

Richard E. Brylinski, FL # 42339 Date: _____

Development Order Approved:
Public Works Administration

Assistant County Manager
Dave Harner

REVISION	DATE	BY	DESCRIPTION
1	03/02/2016	DAVE HARNER	GENERAL MODIFICATION: OUTLET STRUCTURE ELEVATION
2	03/02/2016	DAVE HARNER	REVISION PER SWAMP REVIEW
3	03/02/2016	DAVE HARNER	REVISION PER SWAMP REVIEW
4	03/02/2016	DAVE HARNER	REVISION PER SWAMP REVIEW
5	03/02/2016	DAVE HARNER	REVISION PER SWAMP REVIEW

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS
MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



LEGEND:
 FLUCS AREA / LINES
 FLUCS areas are defined by the owner and some
 boundaries are shown in red and some in blue.
 SOIL NUMBER LINES

NALLE SOIL LEGEND		FLUCS LEGEND	
Soil No.	Description	Feature	Comments
12	Black Silty Sand	12	Black Silty Sand
13	Black Silty Sand	13	Black Silty Sand
14	Black Silty Sand	14	Black Silty Sand
15	Black Silty Sand	15	Black Silty Sand
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100	Black Silty Sand	100	Black Silty Sand

Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		SOILS & FLUCS MAP AERIAL PHOTO 2017	
6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (813) 938-1111 Florida Certificate of Authorization No. 1772		CAD FILE NAME: 1306.AER PROJECT NO.: 2013046 SHEET NO.: 2	
DATE: 02/14/15 DRAWN BY: VZ CHECKED BY: RB DATE: 02/14/15 SCALE: 1"=100' VERTICAL SCALE: N/A		THIS DRAWING IS NOT APPROVED UNLESS SIGNED BY SCALES (SCL)	

GENERAL NOTES:

- THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION UNLESS IT IS SIGNED AND SEALED BY THE ENGINEER OF RECORD.
- ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988.
- FOR EXISTING BENCH MARK INFORMATION SEE THE PROJECT BOUNDARY SURVEY AND THE SITE PLAN SHEET. CONVERSION OF ELEVATIONS TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) IS ADDITION OF 1.175 TO THE NAVD 88 VALUES.
- BENCH MARKS SHALL BE ESTABLISHED BY CONTRACTOR DURING CONSTRUCTION WITHIN 100' OF EACH STRUCTURE OR GROUP OF STRUCTURES BY A STATE OF FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER.
- ALL PROPERTY LINE MARKERS (IRON PINS, CONCRETE MONUMENTS, ETC.) DESTROYED DURING CONSTRUCTION SHALL BE REPLACED IN-KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO RESET PROPERTY MARKERS. THE CONTRACTOR SHALL VERIFY AND RECORD THE EXISTENCE OR LACK OF EXISTENCE OF ALL PROPERTY MONUMENTS ADJACENT TO THE PROJECT PRIOR TO CONSTRUCTION.
- RIGHT-OF-WAY AND PROPOSED EASEMENT LINES SHOWN ARE APPROXIMATE. ACTUAL PROPOSED EASEMENTS SHALL BE SAVED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. STAKEOUT SHALL BE BASED UPON SETPOINTS AND LEGAL DESCRIPTIONS.
- THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A FLORIDA LICENSED LAND SURVEYOR TO ESTABLISH THE RIGHT-OF-WAY AND PROPOSED EASEMENTS. IN NO CASE SHALL THE CONTRACTOR CONSTRUCT IMPROVEMENTS OR PERFORM DEMOLITION ACTIVITIES OUTSIDE THE EXISTING RIGHT-OF-WAY OR PROPOSED EASEMENTS WITHOUT THE PRIOR APPROVAL FROM THE PROPER AUTHORITIES. ANY SUCH WORK PERFORMED OUTSIDE THE RIGHT-OF-WAY OR APPROVED PROPOSED EASEMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THIS PROJECT PRESENTS NO ADVERSE IMPACTS ON LOCAL SURFACE OR GROUNDWATERS.
- SURFACES MUST VARY EVENLY AND SMOOTHLY BETWEEN GRADES, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. A 2-1/2" ALLOWANCE (OVER EXCAVATION) MUST BE PROVIDED FOR ALL SLOPED AREAS FROM THAT SHOWN AS A FINISHED GRADE TO THE "TOP OF SOU".
- IF A REQUIRED DIMENSION IS NOT SHOWN OR A DISCREPANCY IS FOUND ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO COMMENCING THAT PART OF THE AFFECTED CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PROJECT ENGINEER IF THERE IS ANY PROBLEM WITH THE LAYOUT OF DESIGN, SOIL CONDITIONS, PLANT AVAILABILITY, OR OTHER CONDITIONS WHICH AFFECT THE QUALITY OF THE JOB.
- VEGETATION NOTE: IN ACCORDANCE WITH THE PROVISIONS OF THE LEE COUNTY ALL EXOTIC VEGETATION WILL BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL REMOVAL AND MAINTENANCE THEREOF THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL TAKE EXTREME CARE TO AVOID ANY DISTURBANCE TO SPERMATOPHYTES AND ADE JUDICIAL LANDS DURING THEIR CUSTODY AND CONTROL OF THE SITE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RESTORATION AND MITIGATION OF ANY UNANTICIPATED JURISDICTIONAL IMPACTS RESULTING DIRECTLY OR INDIRECTLY FROM THEIR WORK PRODUCT AND ACTIVITY.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL DETAILS PER FOOT ROAD AND TRAFFIC DESIGNS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR EACH INLET OR OTHER STRUCTURE AND DEVICE AS APPROPRIATE FOR REVIEW AND APPROVAL BY THE PROJECT ENGINEER PRIOR TO FABRICATION.
- CONTRACTOR SHALL MAINTAIN A CURRENT AND UPDATED SET OF AS-BUILT DRAWINGS AT ALL TIMES AND PROVIDE ONE (1) COPY TO THE PROJECT ENGINEER UPON COMPLETION OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THEIR PRESERVATION UNTIL THE PROJECT IS COMPLETE AND ACCEPTED.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE BASED ON AVAILABLE INFORMATION SUPPLIED BY LOCAL UTILITY DEPARTMENTS AND COMPANIES. EXTREME CAUTION IS TO BE USED WHEN EXCAVATING, AS THE NUMBER AND LOCATION OF EXISTING UTILITIES HAVE NOT BEEN VERIFIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE AND VERIFY ANY AND ALL EXISTING UTILITIES SHOWN AND NOT SHOWN. CONTACT SUNSHINE STATE ONE CALL (800/432-4770) 72 HOURS PRIOR TO EXCAVATION FOR FIELD LOCATION. ALL COORDINATION AND REQUIRED UTILITY COMPANY TEMPORARY PROTECTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
- DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN, AND PROPERTY DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.

- UTILITIES TO BE RELOCATED AND/OR PROPOSED UTILITY SERVICES BY OTHERS SHALL BE RESPONSIBILITY AND BE COORDINATED BY THE CONTRACTOR.
- ANY DAMAGE TO EXISTING DRAINAGE PIPES AND STRUCTURES SHALL BE REPLACED WITH NEW MATERIAL AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL COMPLY WITH F.D.O.T. STANDARD INDEX 600 AND WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR MAINTENANCE OF TRAFFIC (MUT) AND MOT PLANS.
- ALL DAMAGED AREAS TO BE RESTORED TO PREVIOUS CONDITION OR BETTER. MAILBOXES, SIGNS, AND THE LIKE TO BE REMOVED AND REPLACED UNDAMAGED. ALL DISTURBED AREAS TO BE SODDED. PROVIDE SODD SOIL ALONG NEW SLOPES AND IN SWALES TO PREVENT EROSION AND A MINIMUM OF 24 INCHES WIDE AROUND NEW DRAINAGE STRUCTURES.
- CONTRACTOR MUST COMPLY WITH THE FLORIDA TRENCH SAFETY ACT OF 1980.
- ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM ACCESS ROADS AND DRAINAGE SWALES AT COMPLETION OF WORK EACH DAY.
- ALL EXCESS CONSTRUCTION MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS AND APPLICABLE LOCAL AND FEDERAL CODES AND REGULATIONS IN A LEGAL MANNER.
- PRIOR TO SODDING THE ENGINEER SHALL BE CONTACTED TO VERIFY SWALE INVERTS FOR PROPER DRAINAGE. THE ENGINEER RESERVES THE RIGHT TO ESTABLISH SWALE GRACES FOR RESTORATION ACTIVITIES TO ENSURE PROPER OFF-SITE TO ON-SITE DRAINAGE FOLLOWING RESTORATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SITE GRADING IN AREAS NOT PROVIDED WITH ELEVATION CONTROL TO PREVENT STANDING WATER AND TRIPPING HAZARDS.
- THE CONTRACTOR SHALL ABIDE BY ALL RULES AND CONDITIONS OF EXISTING SPWMD AND LEE COUNTY PERMITS.
- ALL DISTURBED SLOPES SHALL BE SODDED WITHIN 48 HOURS OF COMPLETION OF FINAL GRADING.
- ALL EROSION CONTROL DEVICES (E.E. TURBIDITY CURTAINS AND SILT FENCES) SHALL BE IN PLACE PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT THE EPA IMPDES PERMIT AS SPECIFIED IN THE SPECIFICATIONS.
- THE CONTRACTOR SHALL CONDUCT CLEANING AND DISPOSAL OPERATIONS TO COMPLY WITH ALL APPLICABLE PERMITS, LAWS AND REGULATIONS. CLEANING SHALL BE EXECUTED DAILY TO KEEP THE WORK, SITE AND ADJACENT PROPERTIES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, WATER, ERODED MATERIAL, RUBBISH AND WIND BLOWN DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL PROVIDE SUITABLE ON-SITE CONTAINERS FOR THE DAILY COLLECTION OF ALL WASTE MATERIALS, DEBRIS AND RUBBISH. THE CONTAINERS SHALL BE PERIODICALLY EMPTIED AND WASTE MATERIALS DISPOSED OF AT A PROPERLY LICENSED AND PERMITTED DISPOSAL AREA AWAY FROM THE SITE.
- PRIOR TO FINAL COMPLETION, THE CONTRACTOR SHALL CONDUCT AN INSPECTION OF SIGHT-EXPOSED INTERIOR AND EXTERIOR SURFACES AND ALL WORK AREAS TO VERIFY THAT THE ENTIRE WORK AND THE ENTIRE CONSTRUCTION AREA OF THE WORK ARE CLEAN.
- ALL WORK SHALL BE COMPLETED IN A PROFESSIONAL MANNER WITH THE SITE BEING LEFT CLEAN BY CONTRACTOR AND OTHER RELATED CONTRACTORS.
- THE CONTRACTOR SHALL PROVIDE PROTECTION OF EXISTING TREES TO BE PRESERVED ON OR OFF SITE WITHIN AREAS AFFECTED BY CONSTRUCTION.
- ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO ENGINEER WITHIN 24 HOURS OF DISCOVERY.
- ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.
- IF EVIDENCE OF THE EXISTENCE OF HISTORIC RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE DEPARTMENT OF HISTORIC RESOURCES (HISTORY CENTER) WITHIN TWO WORKING DAYS. EXAMPLES OF EVIDENCE OF HISTORIC RESOURCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, AGRICULTURAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING MATERIALS, OR OTHER ARTIFACTS. THE DIRECTOR OF HISTORIC RESOURCES SHALL ASSESS THE SIGNIFICANCE OF THE FINDS AND INITIATE ANY ADVERSE EFFECTS AS SOON AS POSSIBLE, BUT NOT LATER THAN THREE WORKING DAYS OF NOTIFICATION.

- IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THE AREA MUST CEASE, AND THE PERMITTEE MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE AND NOTIFY THE DEPARTMENT OF HISTORIC RESOURCES WITHIN TWO WORKING DAYS. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL.
- THIS SITE CAN BE UTILIZED SAFELY FOR BUILDING PURPOSES WITHOUT UNIQUE DANGER FROM FLOODING OR ADVERSE SOIL CONDITIONS.
- LENGTH OF STORM DRAIN PIPES ARE APPROXIMATE AND ARE MEASURED FROM CENTER OF STRUCTURE. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNERS ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE INSPECTED BY THE OWNERS ENGINEER PRIOR TO FINAL ACCEPTANCE.
- LOCATIONS OF INLETS AND STORM DRAINS MAY BE FIELD ADJUSTED BY ENGINEER TO PRESERVE EXISTING VEGETATION.
- THE CONTRACTOR IS REQUIRED TO ADJUST ALL VALVE BOXES, MANHOLE RIMS, GRATES, ETC., AS NECESSARY TO MATCH PROPOSED GRADES.
- CONTRACTOR TO PROVIDE SILT FENCE, STAKED HAY BALES AND OTHER APPROPRIATE MEASURES TO AFFECT THE FILTRATION OF SURFACE WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS OR SUITABLE EROSION PROTECTION TREATMENT.
- EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
- CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.
- CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.
- CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS. ACTUAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER OR ENGINEER.
- CONTRACTOR SHALL REMOVE ALL MUCK AND OTHER UNSUITABLE MATERIAL FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL MUCK AND OTHER UNSUITABLE MATERIAL EXCAVATED FROM FILL MASSES OR REMOVED FROM FILL AREAS SHALL BE STOCKPILED AT THE PROPOSED PROJECT AS DETERMINED BY THE OWNER.
- CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCE FOR EMPLOYEES AND DELIVERY OF MATERIALS.
- DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MINIART 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM DEPOSITING INTO THE INLET.
- THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS AND DEPTHS OF ALL IMPROVEMENTS INSTALLED ON A FINAL SET OF RECORD DRAWINGS.
- CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED TREE REMOVAL PERMITS IF NECESSARY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NO (NOTICE OF INTENT) FROM DEP PRIOR TO CONSTRUCTION.
- EXCAVATION AND FILL ARE CONTRACTORS' RESPONSIBILITY. THE OWNER IS NOT RESPONSIBLE FOR QUALITY OF MATERIAL ON SITE. GEOTECHNICAL BORING REPORT WILL PROVIDE ONLY A QUALITATIVE UNDERSTANDING OF ON SITE MATERIAL AT SELECTED LOCATIONS.
- IT HAS BEEN THE EXPERIENCE OF THE COUNTY, WITH PROJECTS CONSTRUCTED WITHIN THIS GENERAL GEOGRAPHIC AREA, THAT ALTHOUGH PRELIMINARY BORINGS DID NOT INDICATE A CONSTANT PRESENCE OF ROCK, ROCK WAS ENCOUNTERED WHILE PERFORMING UNDERGROUND INSTALLATIONS. THEREFORE, THE CONTRACTOR SHOULD CONSIDER THE INCREASED COST OF ALL UNDERGROUND WORK ACTIVITIES WHILE PREPARING HIS BID. ALL COST OF ROCK EXCAVATION SHALL BE INCLUDED IN THE APPROPRIATE ITEMS OF WORK CONTAINED WITHIN THE CONTRACT. NO EXTRA COMPENSATION OR TIME EXTENSION WILL BE ALLOWED FOR ADDITIONAL WORK DIRECTLY ASSOCIATED WITH THE SPUDDING, EXCAVATION, CRUSHING, DISPOSAL, REPLACEMENT OF DISPLACED VOLUME OF EXTRACTED ROCK WITH FILL MATERIAL OR SPECIAL HANDLING OF ROCK.

GENERAL NOTES



6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 986-1200
Florida Certificate of
Professional Engineer
Authorization No. 1172

NALLE GRADE STORMWATER PARK
LEE COUNTY, FLORIDA

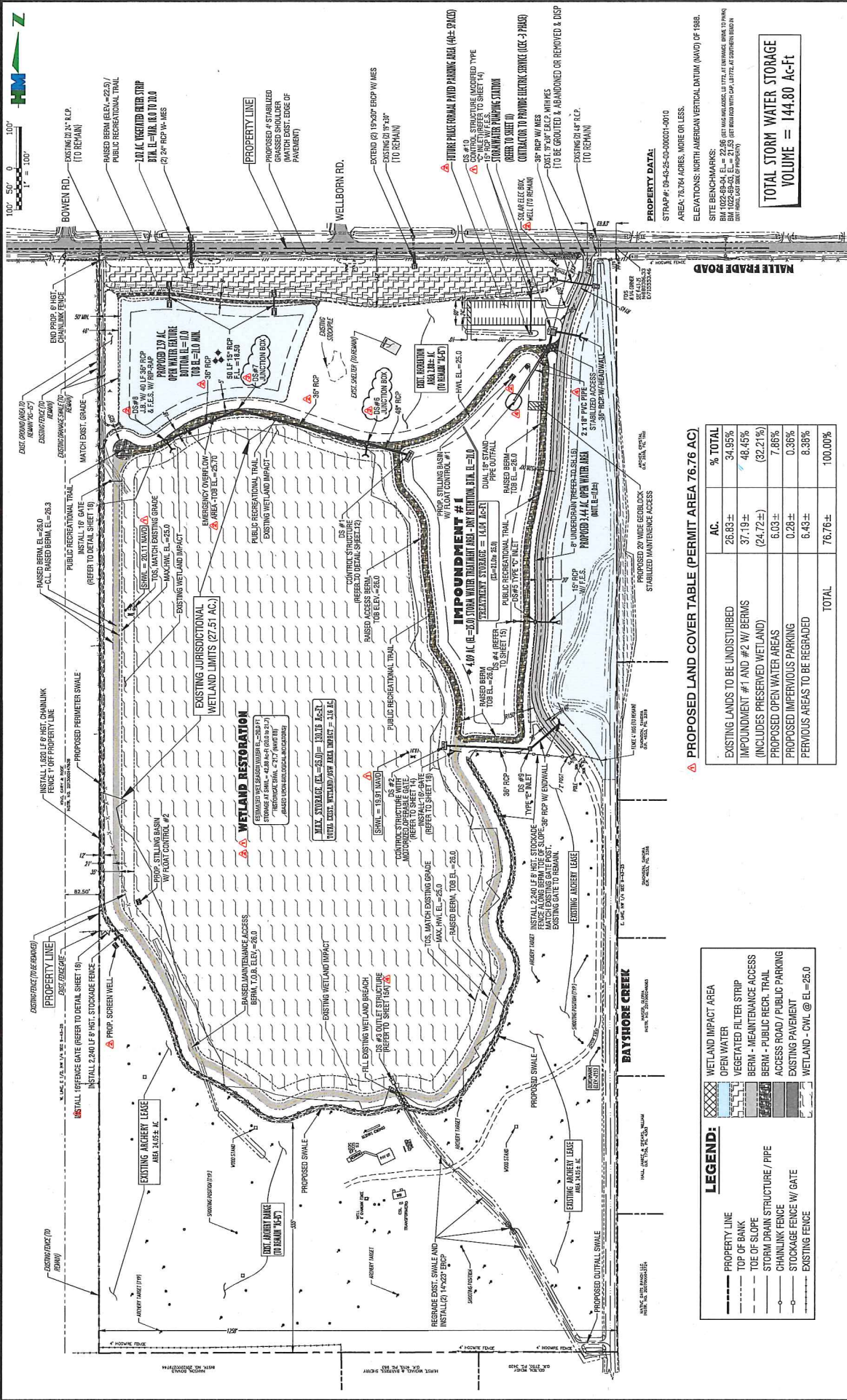
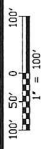
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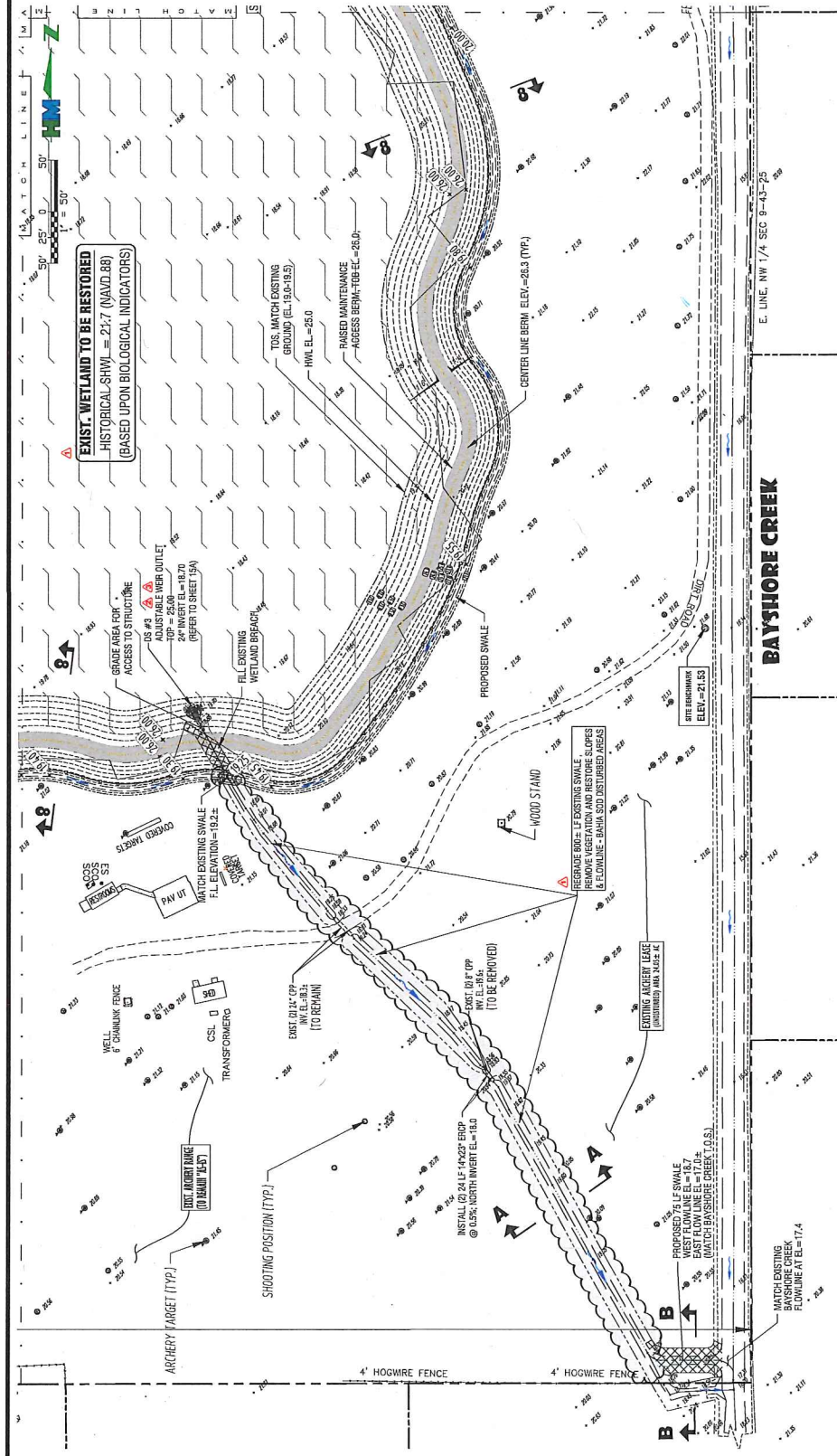


	AC.	% TOTAL
EXISTING LANDS TO BE UNDISTURBED	28.83±	34.95%
IMPOUNDMENT #1 AND #2 W/ BERMS (INCLUDES PRESERVED WETLAND)	37.19±	48.45%
PROPOSED OPEN WATER AREAS	(24.72±)	(32.21%)
PROPOSED IMPERVIOUS PARKING	6.03±	7.66%
PROPOSED AREAS TO BE REGRADED	0.28±	0.36%
	8.39%	
TOTAL	76.76±	100.00%

LEGEND:	
—	PROPERTY LINE
- - -	TOP OF BANK
- - -	TOE OF SLOPE
- - -	STORM DRAIN STRUCTURE / PIPE
- - -	CHAINLINK FENCE
- - -	STOCKADE FENCE W/ GATE
- - -	EXISTING FENCE
	WETLAND IMPACT AREA
	OPEN WATER
	VEGETATED FILTER STRIP
	BERM - MAINTENANCE ACCESS
	BERM - PUBLIC RC. TRAIL
	ACCESS ROAD / PUBLIC PARKING
	EXISTING PAVEMENT
	WETLAND - CWL @ EL=25.0

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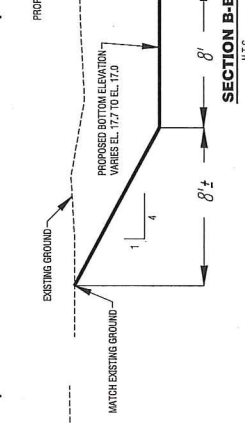
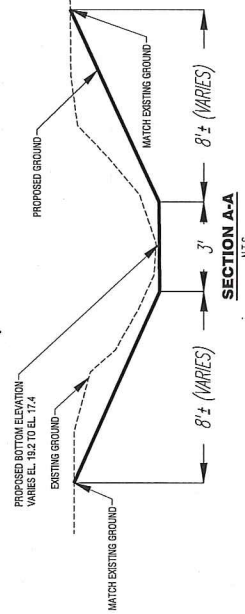


ELEVATIONS:
NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

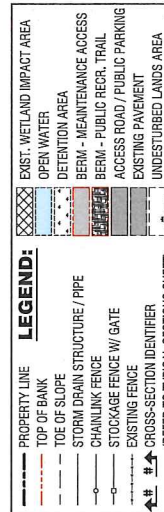
SITE BENCHMARKS:
BM 1022-59-04, EL = 22.95
(SET MAG NAIL & DISC, LB 1772, AT ENTRANCE DRIVE TO PARK)
BM 1022-59-03, EL = 21.53
(SET IRON ROD WITH CAP, LB 1772, AT SOUTHERN BEND IN DIRT ROAD, EAST SIDE OF PROPERTY)

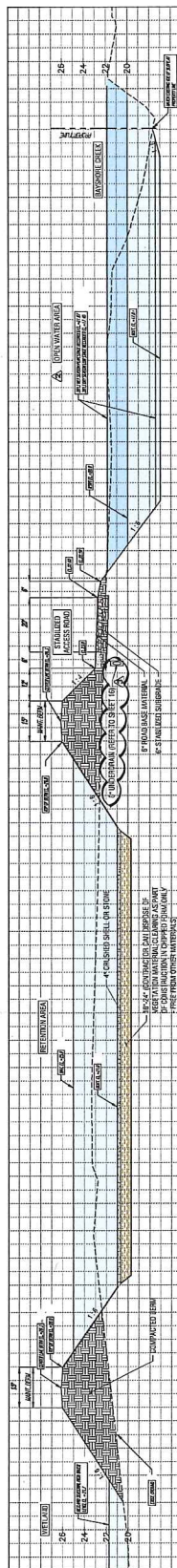
REFER TO TYPICAL SECTIONS SHEETS FOR CROSS SECTIONS AS NOTED "A-A" "B-B" "C-C"

- LEGEND:**
- PROPERTY LINE
 - TOP OF BANK
 - TIDE OF SLOPE
 - STORM DRAIN STRUCTURE / PIPE
 - CHAINLINK FENCE
 - STOCKING FENCE W/ GATE
 - EXISTING FENCE
 - CROSS-SECTION IDENTIFIER (REFER TO TYPICAL SECTIONS SHEET)
 - EXIST. WETLAND IMPACT AREA
 - OPEN WATER
 - DETENTION AREA
 - BERM - MAINTENANCE ACCESS
 - BERM - PUBLIC RECR. TRAIL
 - ACCESS ROAD / PUBLIC PARKING
 - EXISTING PAVEMENT
 - UNDISTURBED LANDS AREA

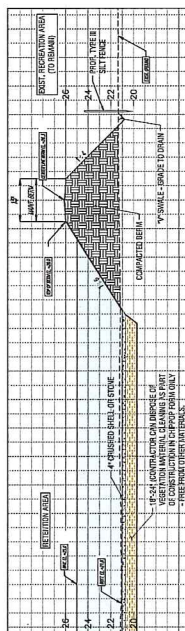


Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		H.M. HOLE MONTES SURVEYING & LAND SURVEYORS 6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Registration No. 1772		GRADING & DRAINAGE PLAN SOUTHEAST QUARTER	
DESIGNED BY: VZ DATE: 02/15/15 CHECKED BY: VZ DATE: 02/15/15 SCALE: HORIZONTAL 1"=50' VERTICAL 1"=5'	DRAWN BY: VZ DATE: 02/15/15 PROJECT NO.: 13046.GDP SHEET NO.: 8	DATE: February 07, 2015 SHEET NO.: 2013046		DATE: February 07, 2015 SHEET NO.: 2013046	

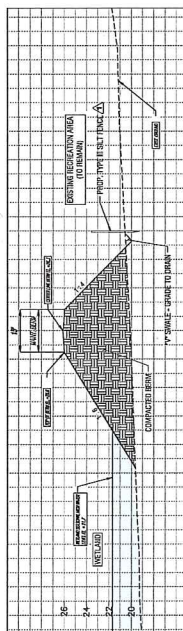
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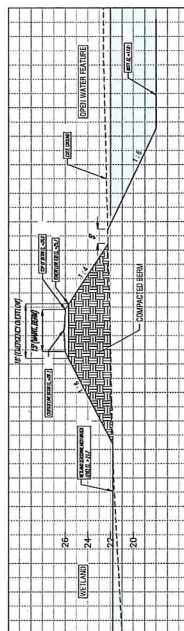
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SCALE HOR.: 1" = 20' VERT.: 1" = 5'



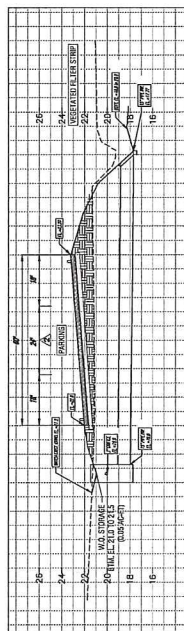
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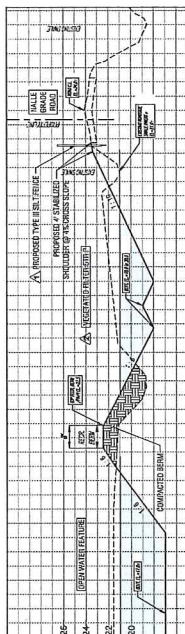
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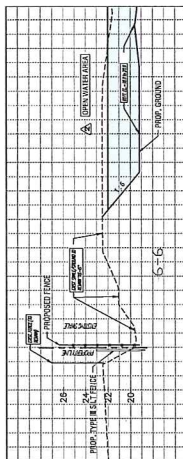
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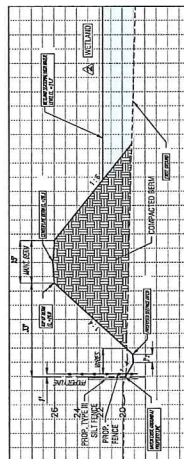
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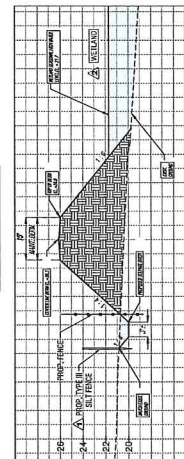
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SCALE: HOR.: 1" = 20' VERT. 1" = 5'



SECTION 6-6
SCALE: HOR.: 1" = 20' VERT.: 1" = 5'



SECTION 7-7

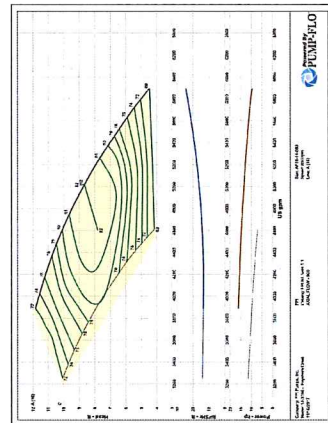


SECTION 8-8

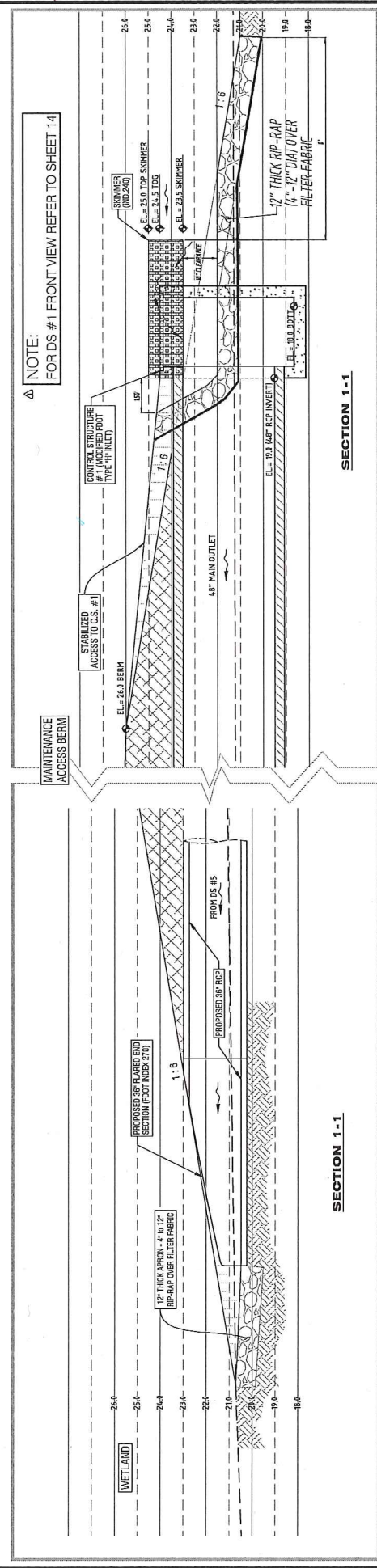
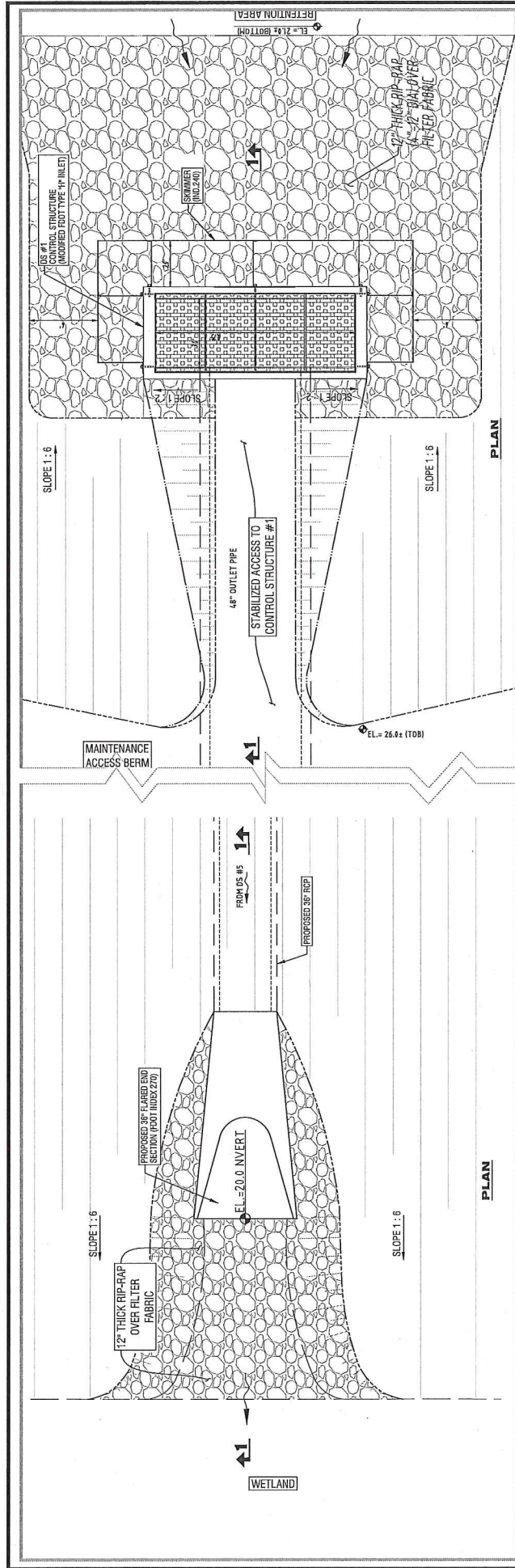
TYPICAL SECTIONS

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DRAWING NO.: SHEET NO.: 10	CAD FILE NAME: 13046.TSEC	PROJECT NO.: 2013046
REVISIONS CHANGES AND DATE / APPROVED BY UNLESS COMB & SUELLI BUILDING		
RECORD & REVISIONS P.L. REVISIONS: 1 REVISIONS #4239 DATE : FEBRUARY 07, 2018.		



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NOTE: FOR DS #1 FRONT VIEW REFER TO SHEET 14

TYPICAL OUTFALL IN WETLAND

DS #1

SCALE: 1" = 2'

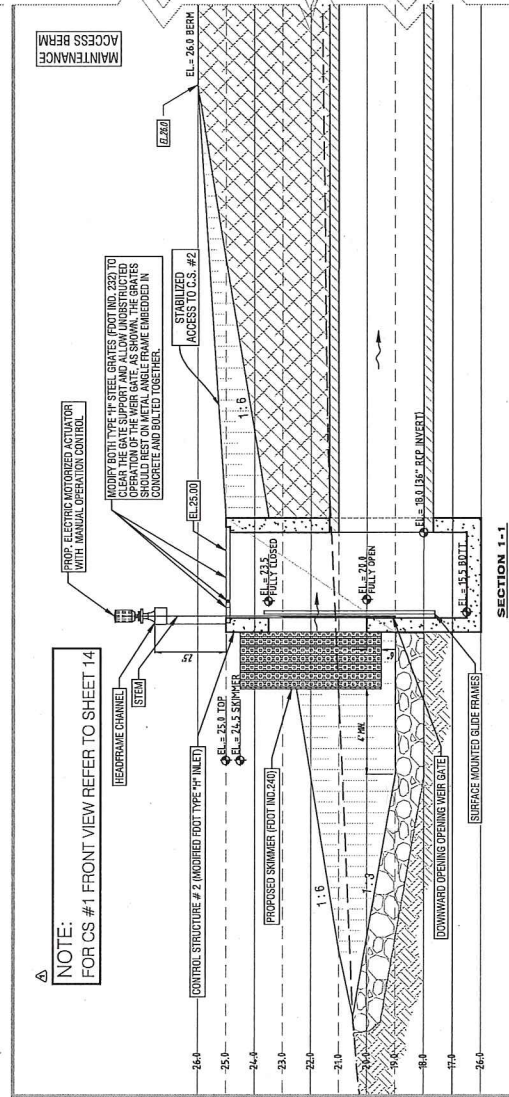
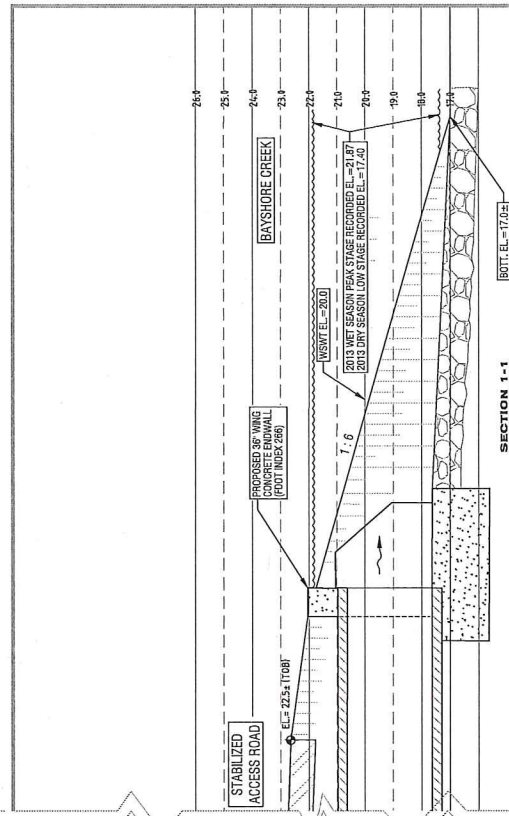
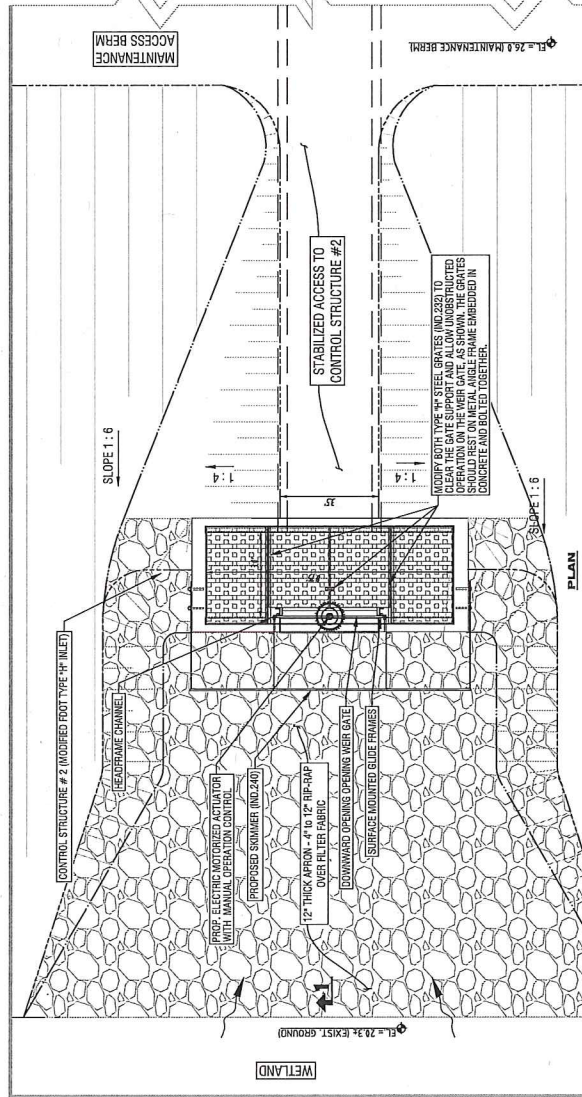
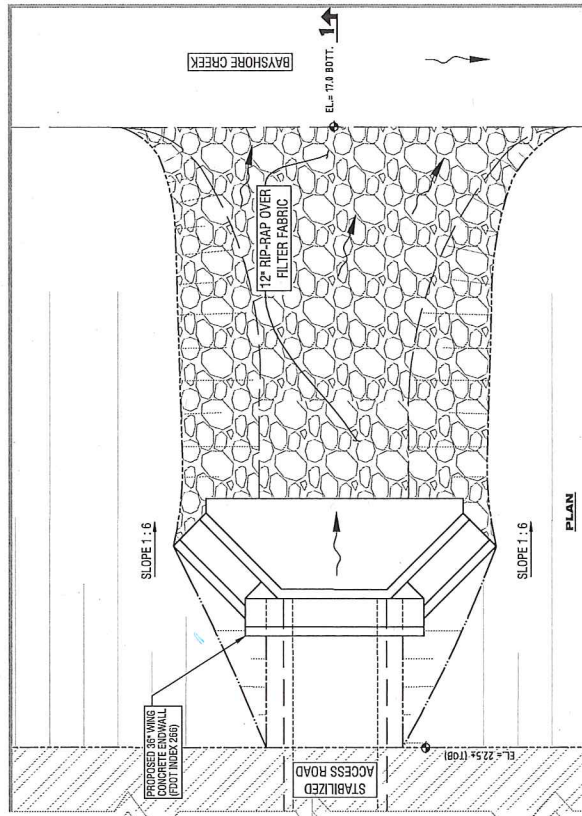
DS #1

CONTROL STRUCTURE

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

H.M. HOLE MONTES
ENGINEERS-ARCHITECTS-SURVEYORS

DESIGNED BY	DATE	REVISION	DATE
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SWAN ST	JUNE 7/15	80	
SWAN ST	JUNE 7/15	81	
SWAN ST	JUNE 7/15	82	
SWAN ST	JUNE 7/15	83	
SWAN ST	JUNE 7/15	84	
SWAN ST	JUNE 7/15	85	
SWAN ST	JUNE 7/15	86	
SWAN ST	JUNE 7/15	87	
SWAN ST	JUNE 7/15	88	
SWAN ST	JUNE 7/15	89	
SWAN ST	JUNE 7/15	90	
SWAN ST	JUNE 7/15	91	
SWAN ST	JUNE 7/15	92	
SWAN ST	JUNE 7/15	93	
SWAN ST	JUNE 7/15	94	
SWAN ST	JUNE 7/15	95	
SWAN ST	JUNE 7/15	96	
SWAN ST	JUNE 7/15	97	
SWAN ST	JUNE 7/15	98	
SWAN ST	JUNE 7/15	99	
SWAN ST	JUNE 7/15	100	



OUTFALL ENDWALL

DS #2

SCALE: 1" = 2'

SCALE: 1" = 2'

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

LEE COUNTY, FLORIDA

2

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D

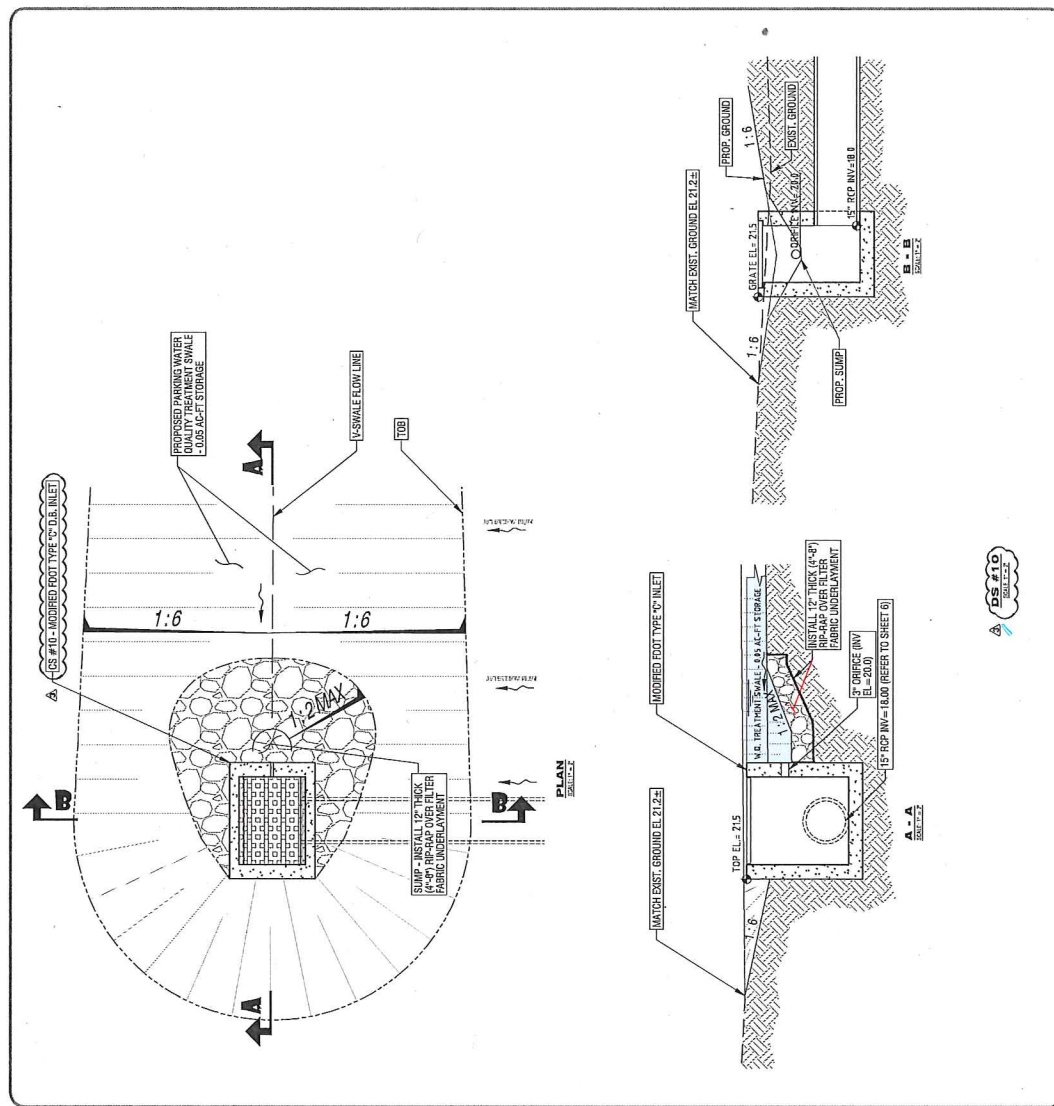
CONTROL STRUCTURE - MOD. TYPE "H" INLET (IND.232)

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

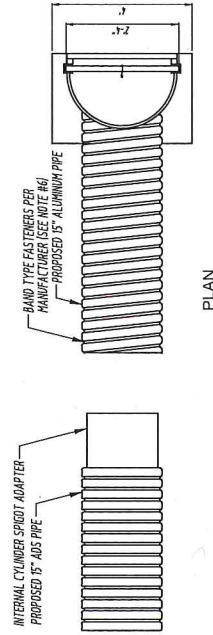
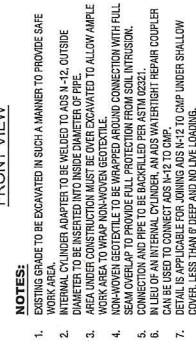
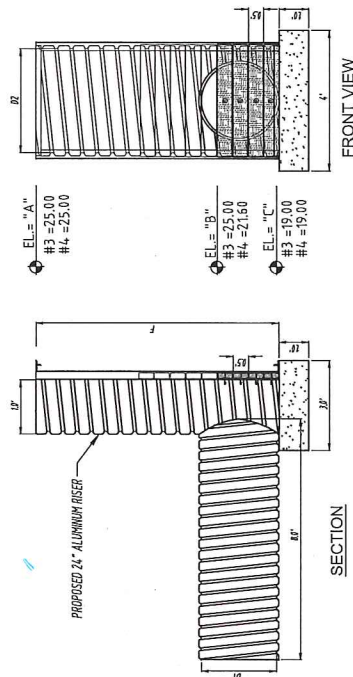
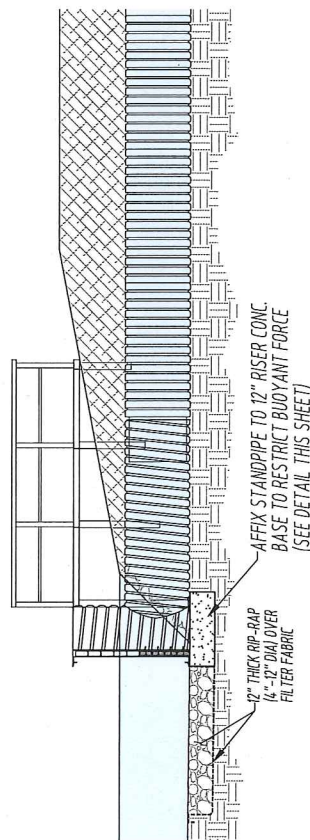
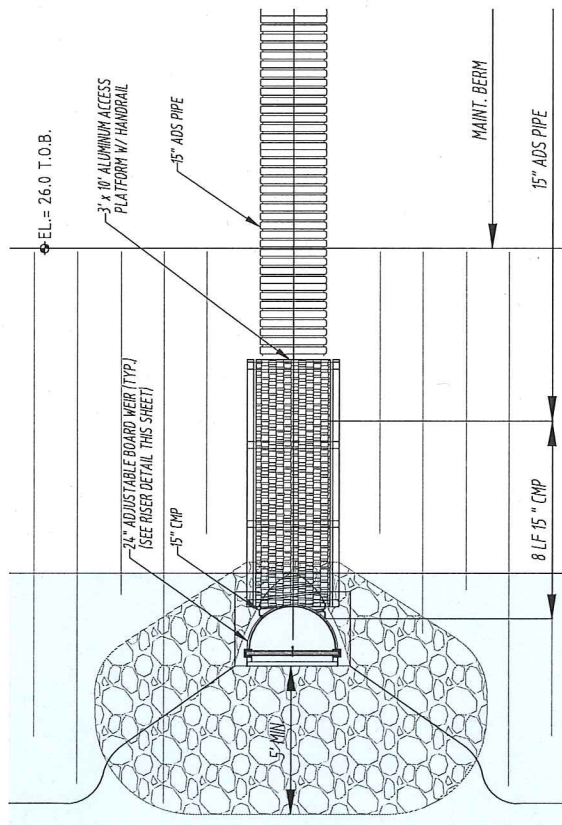
HMM
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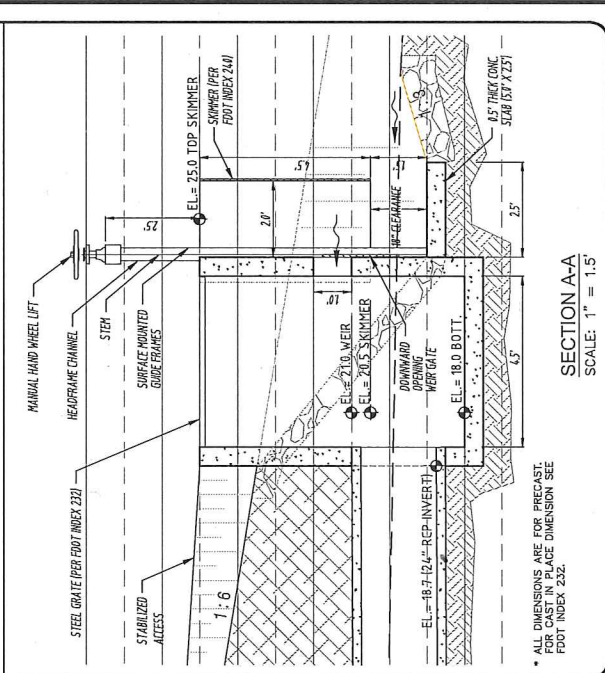
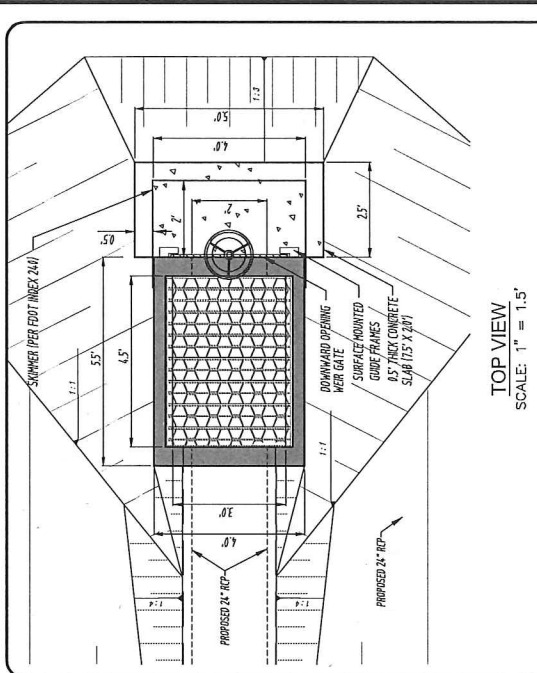
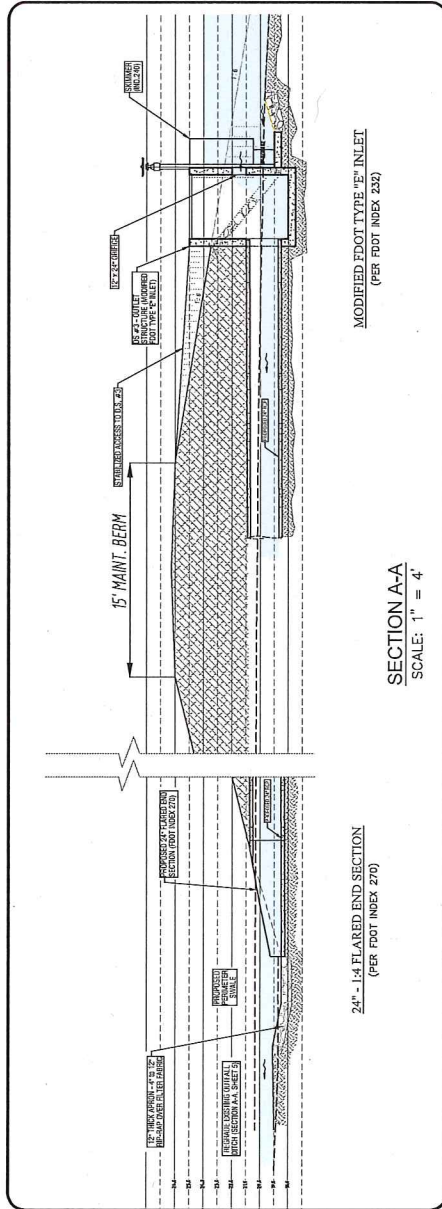
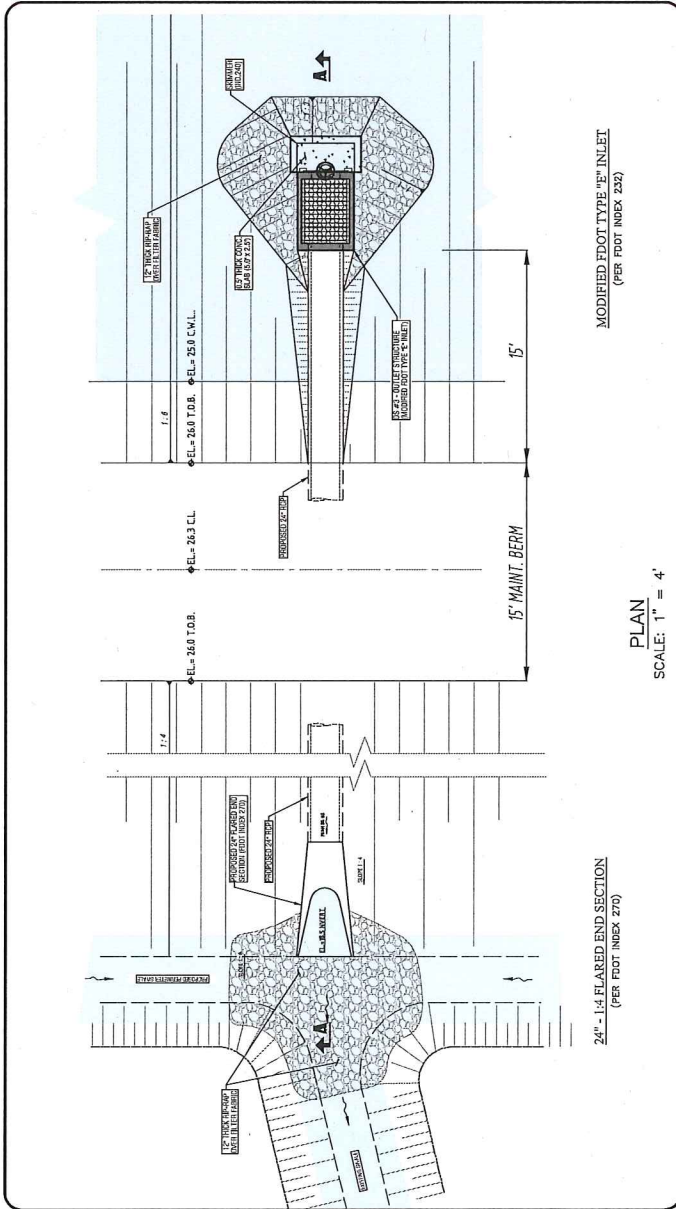
DESIGNED BY	REB	DATE	MAY/16
DRAWN BY	VZ	DATE	05/10/16
CHECKED BY	REB	DATE	FEBRUARY/18
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=2'

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:	DRAWING NO:
RODOLFO C. BUITA AGUIRRE, P.E. FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 44220 DATE: FEBRUARY 07, 2018.	SHEET NO: PROJECT NO: 13046.DDET 2013046



1	△	INSTRUMENT	DATE	10/10/2017	<p>Nalle Grade Park Hydrologic Restoration</p> <p>LEE COUNTY, FLORIDA</p>	<p>6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Professional Engineer No. 1772</p>	<p>HM HOLE MONTES ENGINEERS-PLANNERS-SURVEYORS</p>	<p>6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Florida Certificate of Professional Engineer No. 1772</p>	<p>DS #1 AND DS #2 FRONT VIEW</p> <p>DS #10</p>	<p>THIS DRAWING IS TO REMAIN THE PROPERTY OF THE CLIENT AND IS NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.</p>	<p>CAD FILE NAME: 10046.DIST</p>	<p>DRAWING NO.: 10046.DIST</p>
2	△	INSTRUMENT	DATE	10/10/2017								
3	△	INSTRUMENT	DATE	10/10/2017								
4	△	INSTRUMENT	DATE	10/10/2017								
5	△	INSTRUMENT	DATE	10/10/2017								



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Lee County Pavement Restoration Guidelines

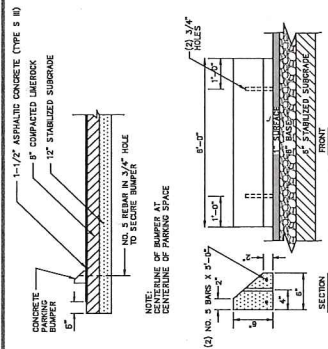
GENERAL NOTES:

1. Base and backfill material shall be the same type and composition as the materials removed or equal. Material of greater structural adequacy will also be permitted. Existing material removed during construction shall be permitted to be used as backfill provided that it has not been contaminated with deleterious material and provided that it is at least equal to minimum County standards.
2. Base material over excavated portion of ditch shall be at least twice the thickness as the original base material.
3. Base material shall be placed in layers not greater than 6" and each layer shall be tamped or rolled to obtain the minimum specified density.
4. Pavement joints shall be mechanically sawed and tacked prior to patching. Surface treatment joints shall be tacked and feathered.
5. Replacement pavement surface course shall be consistent with adjacent existing surface unless specified otherwise in the permit.
6. Top of underground cable or pipe shall be a minimum of 30" below the existing pavement, or the existing ground elevation where crossing ditches or swales unless otherwise approved by the County Engineer.
7. "As-built" drawings will not be required as long as the work as done is shown correctly on the permit based on the work.
8. The County must be notified at least 24 hours prior to beginning work and within 24 hours after work is completed. This notification requirement is in addition to any calls for required inspections.

DENSITY REQUIREMENTS:

1. Backfill for Stages 1 and 2 and Base material shall be placed in layers not to exceed 6" (compacted thickness). Compaction shall be 100% of AASHTO T-99 (Standard Proctor) or 95% of AASHTO T-150 (Modified Proctor).
2. Stage 3: Provide compacted fill beneath and around the pipe or duct to the spring line elevation (midpoint of pipe or duct) using an appropriate tamping method suitable to the work and accepted by the County Engineer. If required by soil conditions, the Stage 1 bedding shall be placed on a layer of stone or gravel at least 2" thick.
3. Stage 4: Backfill shall continue in lifts to the top of the subgrade. Each lift shall be mechanically tamped to insure adequate compaction. The County Engineer may require density tests to confirm the achievement of minimum compaction requirements. Such testing, if necessary, shall be at the sole request of the Permittee.
4. **BERM REQUIREMENT:** Place base material and compact mechanically to achieve 95% of maximum density by AASHTO T-150 (Modified Proctor) under the existing or proposed roadway.

FORM B

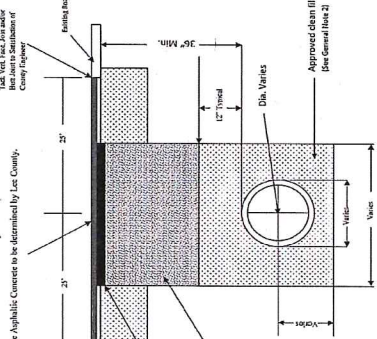


TYPICAL PARKING ASPHALT PAVEMENT SECTION AND CONCRETE BUMPER DETAIL

PAVING & SITE DETAILS

DATE: 01/11/2018	DATE: 01/11/2018
PROJECT NO: 13046.SDET	PROJECT NO: 2013046
DATE: 01/11/2018	DATE: 01/11/2018

Trench Restoration detail for Lee County Maintained Roads

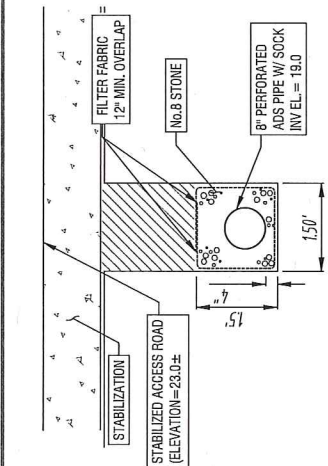


Overlaid with 12 inch asphalt concrete (minimum 25 feet in each direction) 3000 PSI, 2-3/4 inch X 1/2 inch aggregate shall be used.

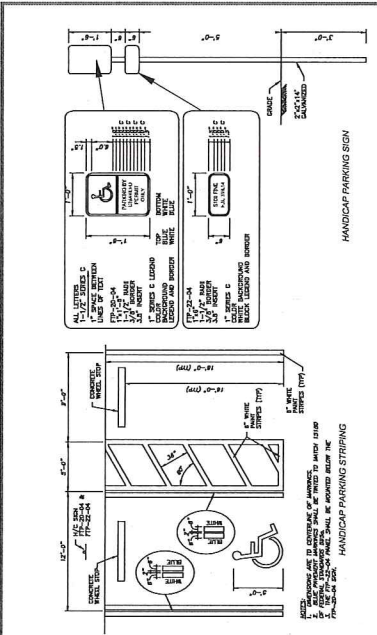
General Notes

1. The limits of Asphalt (overlaid) replacement shall be determined by Lee County.
2. For gravity pipe lines, may use rock 1" (6) above pipe per FDOT specifications.
3. Controlled Low Strength Materials (CLSM)
4. Using 3/4" Thick X 4" Wide Star Joint at Ditch End
5. Compaction must be performed at 2" lifts with densities every 2"

Form G



UNDERDRAIN DETAIL



Nalle Grade Park Hydrologic Restoration

DATE: 01/11/2018	DATE: 01/11/2018
PROJECT NO: 13046.SDET	PROJECT NO: 2013046
DATE: 01/11/2018	DATE: 01/11/2018

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 965-1200
Fax: (239) 965-1201
Authorization No. 1772

H.M. HOLE MONTES
ENGINEERS-PLANNERS-ARCHITECTS

DESIGNED BY: DATE: 01/11/2018	DATE: 01/11/2018
DRAWN BY: VZ	DATE: 01/11/2018
CHECKED BY: DATE: 01/11/2018	DATE: 01/11/2018
APPROVED BY: DATE: 01/11/2018	DATE: 01/11/2018

REVISION FOR LEE COUNTY REVIEW

DATE: 01/11/2018

DATE: 01/11/2018

DATE: 01/11/2018

DATE: 01/11/2018

DATE: 01/11/2018

DATE: 01/11/2018

DATE: 01/11/2018

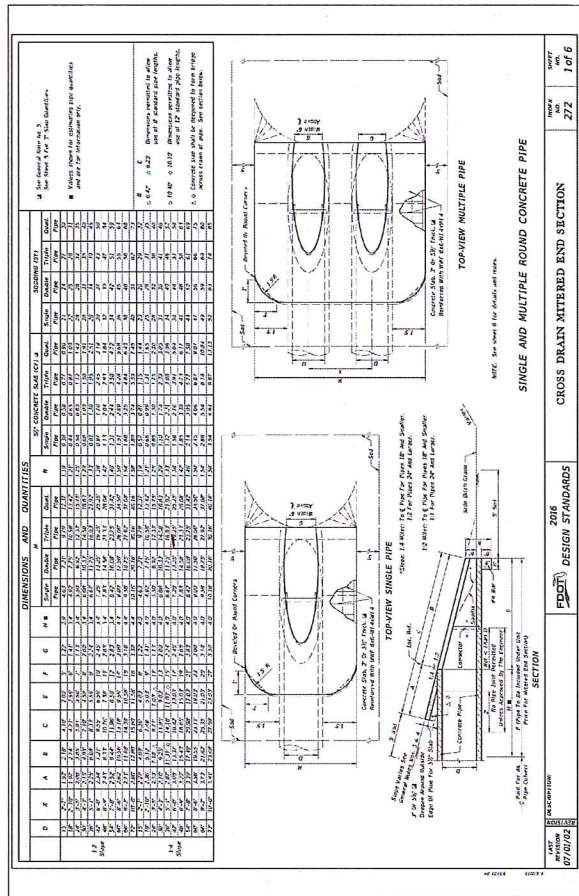
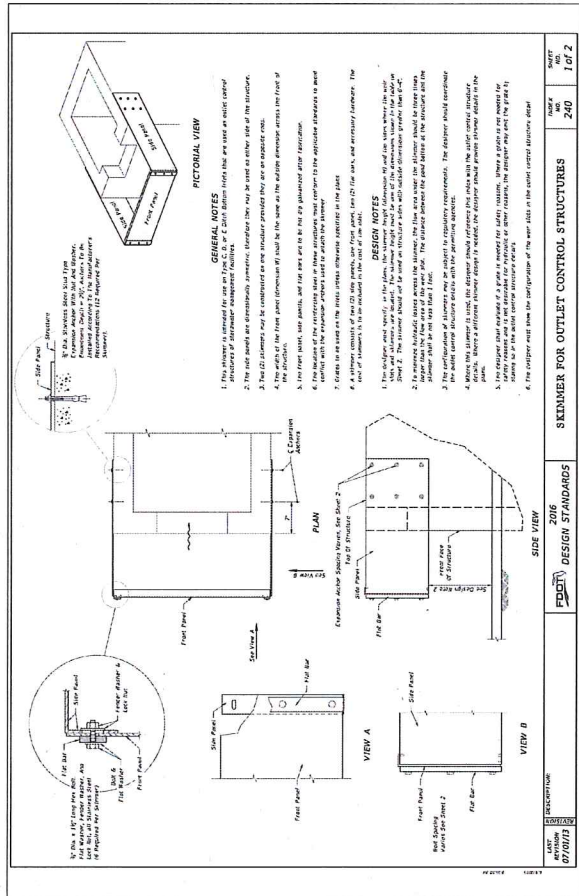
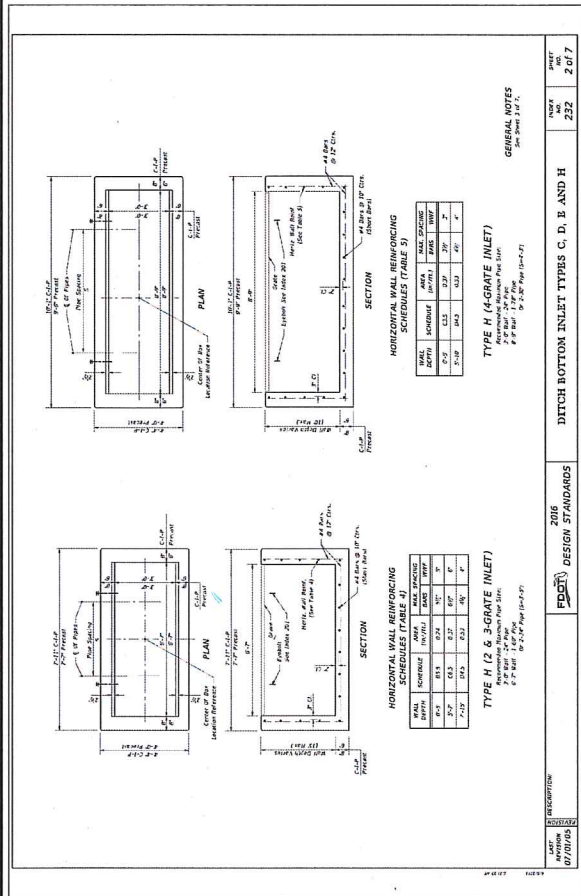
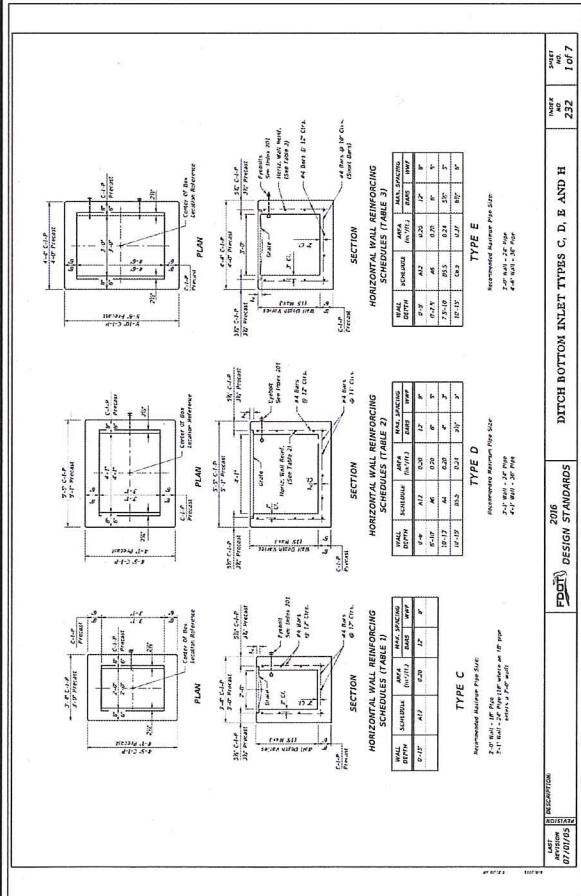
DATE: 01/11/2018

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DATE: 01/11/2018

DATE: 01/11/2018



Lee County, Florida

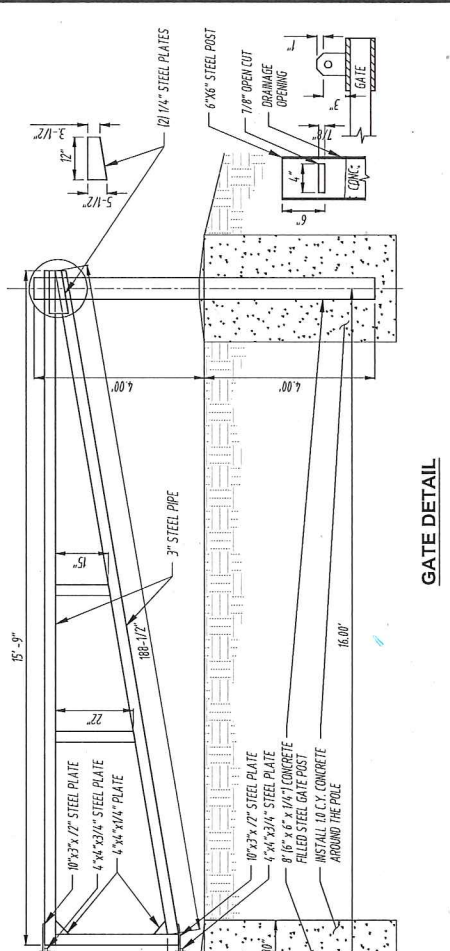
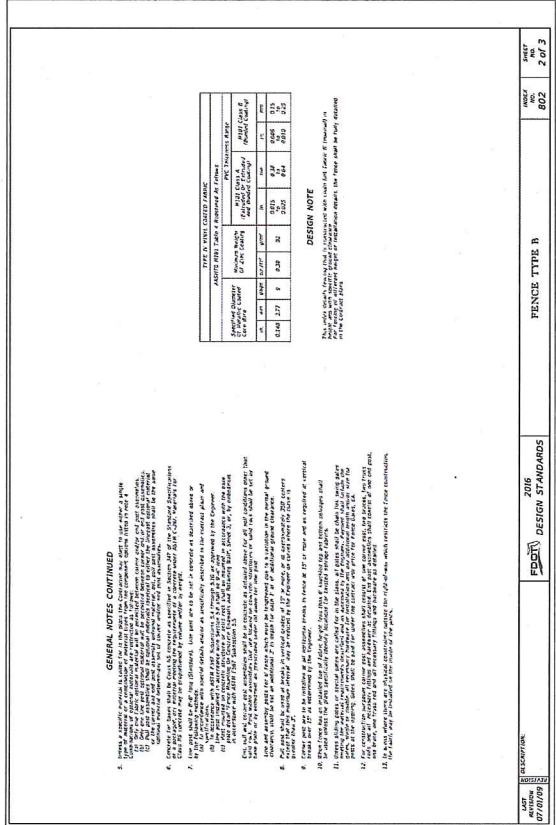
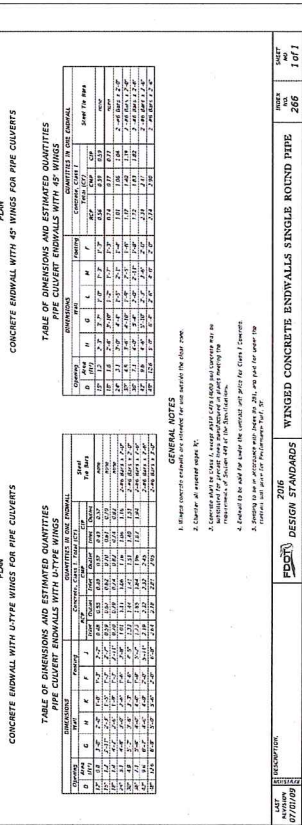
Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY H&M
DATE 05/14/13
DESIGNED BY H&M
DATE 05/14/13
DESIGNED BY H&M
DATE 05/14/13

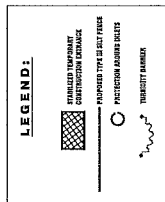
FDOT STANDARD DETAILS

DESIGNED BY H&M
DATE 05/14/13
DESIGNED BY H&M
DATE 05/14/13
DESIGNED BY H&M
DATE 05/14/13

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THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, TOOLS, MATERIALS AND SERVICES NEEDED TO PROVIDE ADEQUATE EROSION AND SEDIMENT CONTROL MEASURES. THESE MEASURES SHALL CONFORM TO THE PLANS AND SPECIFICATIONS AND ALL STATE AND LOCAL REQUIREMENTS:

1. THE CONTRACTOR SHALL EXERCISE CARE TO PRESERVE THE NATURAL LANDSCAPE AND SHALL CONDUCT CONSTRUCTION OPERATIONS SO AS TO PREVENT ANY NECESSARY DESTRUCTION, SCARRING OR DEFACING OF THE NATURAL SURROUNDINGS IN THE VICINITY OF THE WORK AREA. EXCEPT WHERE CLEARING IS REQUIRED FOR PERMANENT WORK, NATIVE APPROVED CONSTRUCTION ROADS OR FOR EXCAVATION OPERATIONS, ALL TREES, NATIVE SHRUBBERY AND VEGETATION TO BE PRESERVED AND PROTECTED FROM DAMAGE WHICH MAY BE CAUSED BY THE CONTRACTOR'S CONSTRUCTION OPERATIONS AND EQUIPMENT.
2. GRADED AREAS ARE TO BE SEEDED AND/OR SODDED WITHIN SEVEN (7) DAYS FOLLOWING EARTH MOVING PROCEDURES. IF THE TIME OF YEAR IS NOT CONDUCTIVE FOR PERMANENT SEEDING, A TEMPORARY MULCH AND/OR SEEDING SHOULD BE USED.
3. REPAIR ALL DAMAGES CAUSED BY SOIL EROSION OR CONSTRUCTION EQUIPMENT BEFORE THE END OF EACH WORK DAY.
4. SEDIMENT SHALL BE REMOVED FROM SUMP AREAS. THE SEDIMENT SHALL BE PLACED IN SUCH A MANNER THAT IT WILL NOT ERODE FROM THE SITE. THE SEDIMENT SHALL NOT BE DEPOSITED DOWNSTREAM FROM THE EMBANKMENT, IN OR ADJACENT TO A STREAM OR FLOOD PLAIN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION AND UPON OWNER SATISFACTION.
6. THE CONTRACTOR SHALL ABIDE BY ALL RULES AND CONDITIONS OF ERP AND LEE COUNTY PERMITS. ALL DISTURBED SLOPES SHALL BE SODDED WITHIN 48 HOURS OF COMPLETION OF FINAL GRADING. ALL EROSION CONTROL DEVICES (I.E. SYNTHETIC HAY BALES AND SILT FENCES) SHALL BE IN PLACE PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
7. THE CONTRACTOR SHALL CONDUCT CLEANING AND DISPOSAL OPERATIONS TO COMPLY WITH ALL APPLICABLE PERMITS, LAWS AND REGULATIONS. CLEANING SHALL BE EXECUTED DAILY TO KEEP THE WORK, SITE AND ADJACENT PROPERTIES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, WATER, ERODED MATERIAL, RUBBISH AND WIND BLOWN DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.
8. WHERE ADJACENT PROPERTY HAVE BEEN DISTURBED, ALL AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
9. CONTRACTOR SHALL PROTECT EXISTING TREES, SHRUBS, AND OTHER PLANTINGS DURING CONSTRUCTION. WHERE EXISTING PLANTS HAVE BEEN DISTURBED OR NEED TO BE RELOCATED, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND COMPLETE THE WORK TO OWNERS SATISFACTION.
10. ANY DAMAGE TO EXISTING IRRIGATION PIPES, WIRING AND SPRINKLER HEADS SHALL BE REPLACED WITH NEW MATERIAL AT THE CONTRACTOR'S EXPENSE.
11. THIS DRAWING PROVIDE GENERAL EROSION CONTROL. INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING NPDES-SPP PERMIT FROM FDEP AND FOR COMPLIANCE WITH ALL PERMIT CONDITIONS. WORK SHALL NOT COMMENCE UNTIL A COPY OF THE PERMIT DOCUMENTS HAVE BEEN RECEIVED BY ENGINEER.



Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

2200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

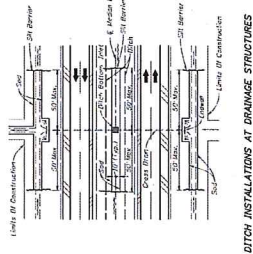


EROSION AND SEDIMENT CONTROL

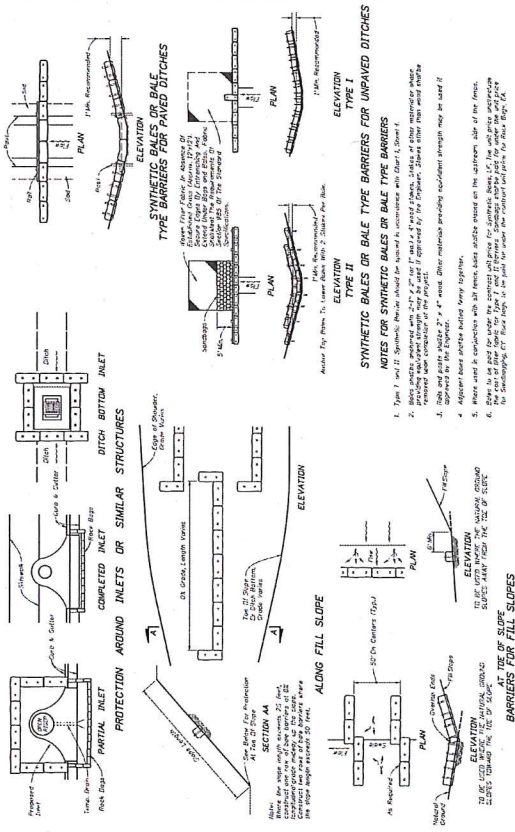
PLAN AND NOTES

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:	CAD FILE NAME: 13046.ESCP	DRAWING NO.:
ROYAL W. BRYAN, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION # 42223 DATE: February 07, 2018	PROJECT NO.: 2013046	SHEET NO.: 19

RECOMMENDED SPACING FOR SYNTHETIC BALES OR BALE TYPE BARRIERS AND TYPE III SILT FENCE



DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



	2010 PDOT Design Standards		LHM Bureau 07/01/06	Sheet No. 2 of 3
	TEMPORARY EROSION AND SEDIMENT CONTROL		INDEX No. 103	

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6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772



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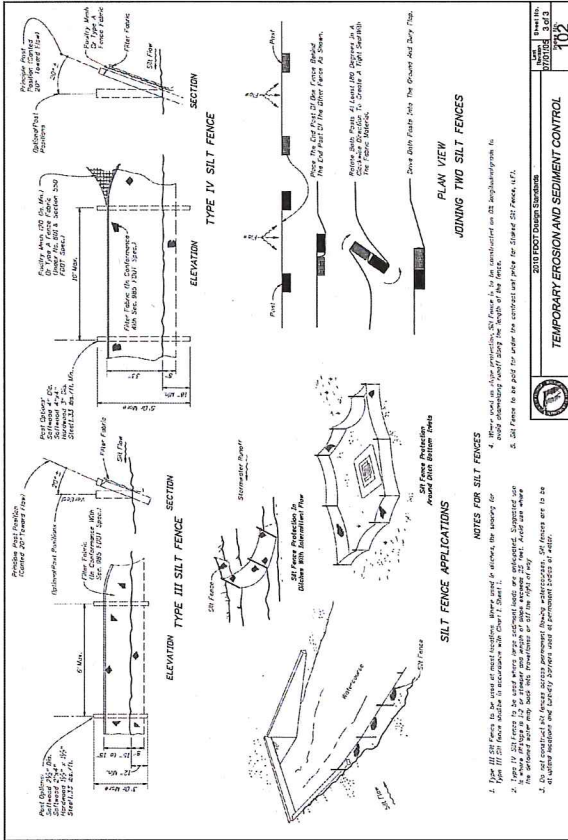
Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

100 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772



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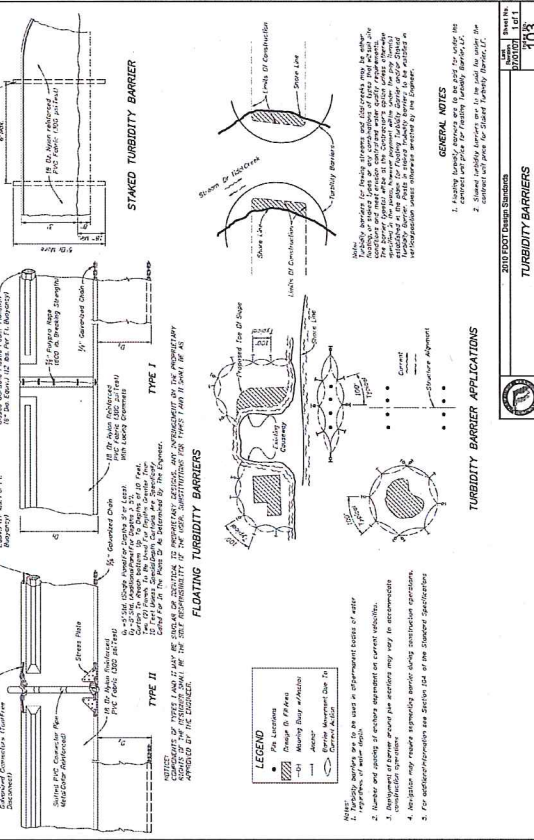
Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

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Post (Option 2"x4" @ 24" o.c.)
On Wood Steel Joist (2x12) Max. J.

2 1/2" Vinyl Sheeted CAR. Steel Cuts
10000 Lbs. Bearing Strength Min.

Coated Galvalume Plastic
Kynar Anodized 16" Dia.
Total 117 lbs. Per Ft.



	THESE DRAWINGS ARE NOT APPROVED	CAD FILE NAME:	DIR:	100
				100

5000 Whiskey Creek Drive

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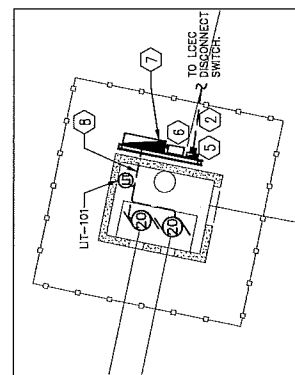
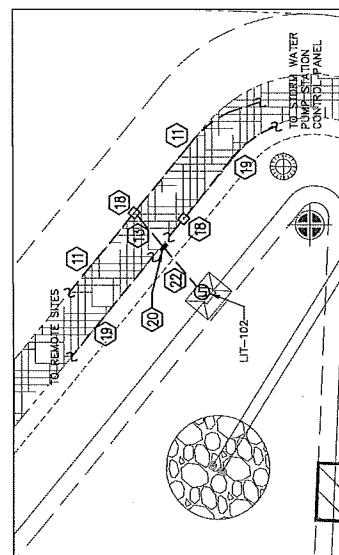
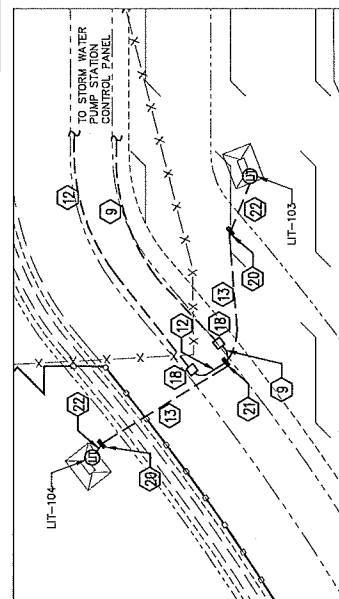
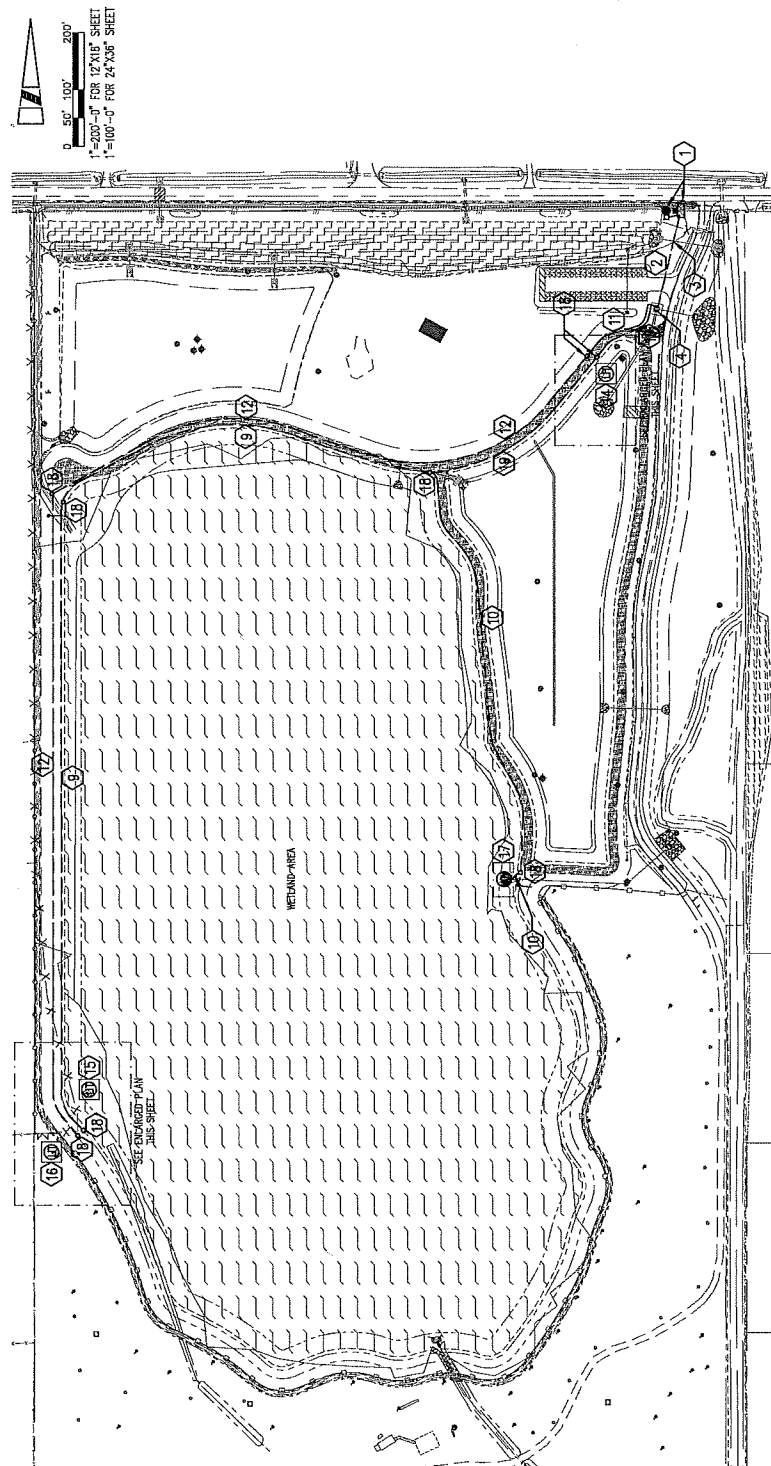
DESIGNED BY	DATE
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#	KEYNOTES
1.	APPROXIMATE LOCATION OF PROPOSED AERIAL TRANSFORMER POWER POLE, HANDLE AND DISCONNECT. INSTALL 6" CONDUIT TO TRANSFORMER. COORDINATE WITH FIELD VERTICALLY. PROVIDE CONNECTION BY LEEC. FIELD VERTICALLY EXACT LOCATION OF LEEC DISCONNECT. CONTRACTOR TO PROVIDE INSTALLATION PER LEEC REGULATIONS.
2.	PROPOSED UNDERGROUND SERVICE LINE. COORDINATE LEEC CONNECTION REQUIREMENTS AND LOCATION WITH EXISTING CONDUIT.
3.	COORDINATE CROSSING OF PRIMARY WITH CONCRETE STORM PIPING. PROVIDE MINIMUM 18" CLEARANCE PER LEEC STANDARD.
4.	STORM WATER PUMP STATION. SEE THIS SHEET FOR ENLARGED POWER PLAN.
5.	ALUMINUM DIRECT READING UTILITY METER.
6.	NEMA 4X SS SE RATED NF DISCONNECT SWITCH.
7.	PUMP CONTROL PANEL (POP).
8.	(1) 3/2" C. INTO METWELL FOR SUBMERSIBLE PUMP CABLES AND (1) 1/2" C. FOR PENETRATIONS THROUGH METWELL. PATCH ALL WITH HORIZONTAL.
9.	(2) 1/2" C. (1) SPARE & (1) WITH (2) #1 + #6C.
10.	(2) 1/2" C. (1) SPARE & (1) WITH (3) #10.
11.	(2) 3/2" C. CONDUIT. (1) 3/2" C. WITH (2) PAIR #16 TSP INSTRUMENT CABLE & (1) 1/2" C. WITH 6 STRAND FIBER OPTIC CABLE ROUTED PARALLEL TO TRAIL.
12.	2" C. CONDUIT & (1) 6 STRAND FIBER OPTIC CABLE ROUTED PARALLEL TO TRAIL.
13.	(2) PAIR #16 TSP INSTRUMENT CABLE IN 2" C.
14.	STILLING BASIN #1 UT-102. SEE SHEET D2 FOR TRANSMITTER DETAIL.
15.	STILLING BASING #2 UT-103. SEE SHEET D2 FOR LEVEL TRANSMITTER DETAIL.
16.	GROUND WATER MONITOR WELL UT-104. SEE SHEET D2 FOR LEVEL TRANSMITTER DETAIL.
17.	DS#2 CONTROL STRUCTURE WITH 480V-3P MOTOR OPERATED GATE.
18.	3'X3'X4' CONCRETE TRAFFIC BEARING PULL BOX. PROVIDE AT EACH CHANGE IN DIRECTION & 1200' O.C. NO SPLICES.
19.	(1) 1" C. WITH (3) #10, (1) 3/2" C. WITH (2) #1 + #6 & (1) 2" C. WITH (3) #10.
20.	LEVEL TRANSMITTER ANALOG SURGE SUPPRESSION CABINET
21.	UT-OP.
22.	(1) 1" C. WITH LEVEL TRANSMITTER MANUFACTURES CABLE.

ENLARGED STORM WATER PUMP STATION POWER PLAN
SCALE: 1/4"=1'-0" FOR 12"X18" SHEET

GROUND WATER MONITORING WELL AND STILLING BASIN 2 ENLARGED PLAN
SCALE: 1"=40'-0" FOR 17"x18" SHEET

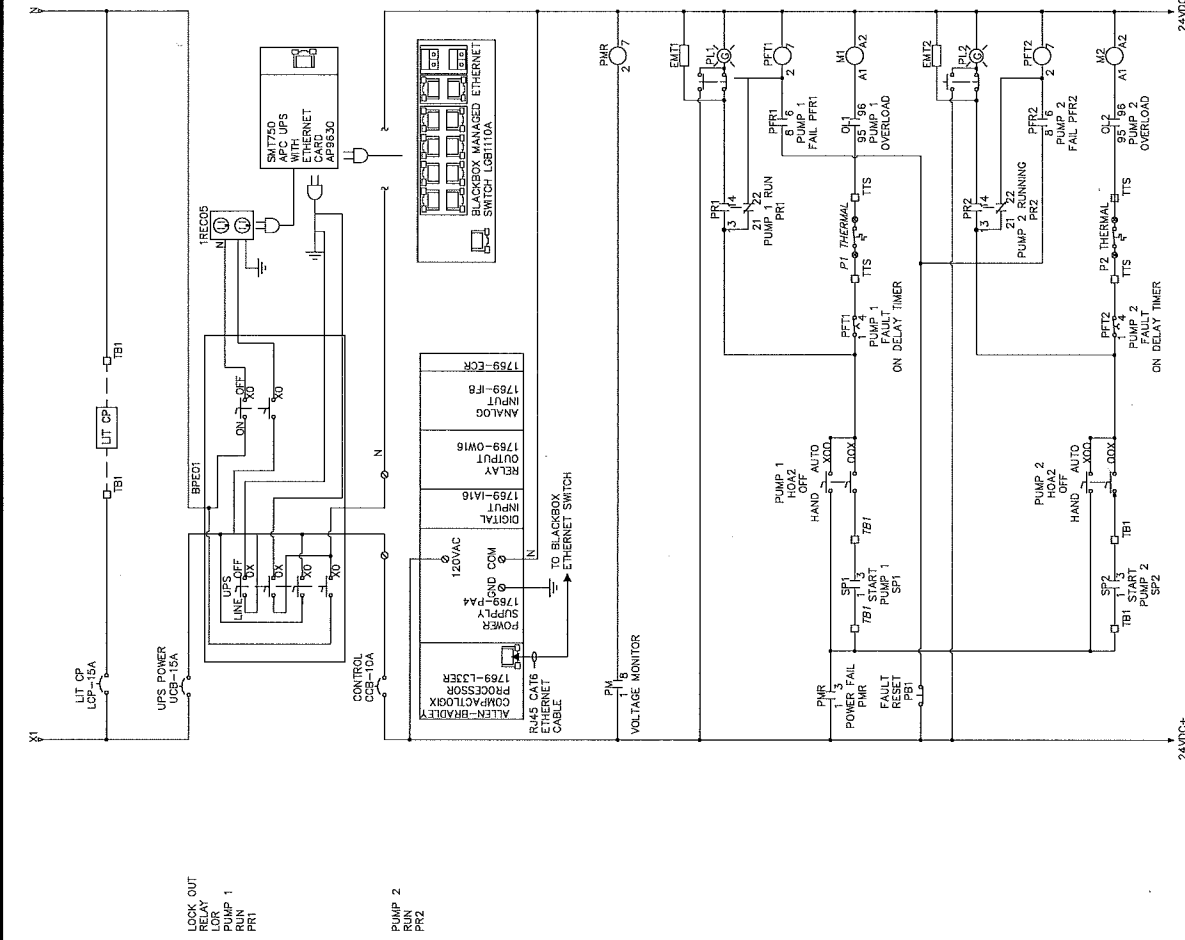
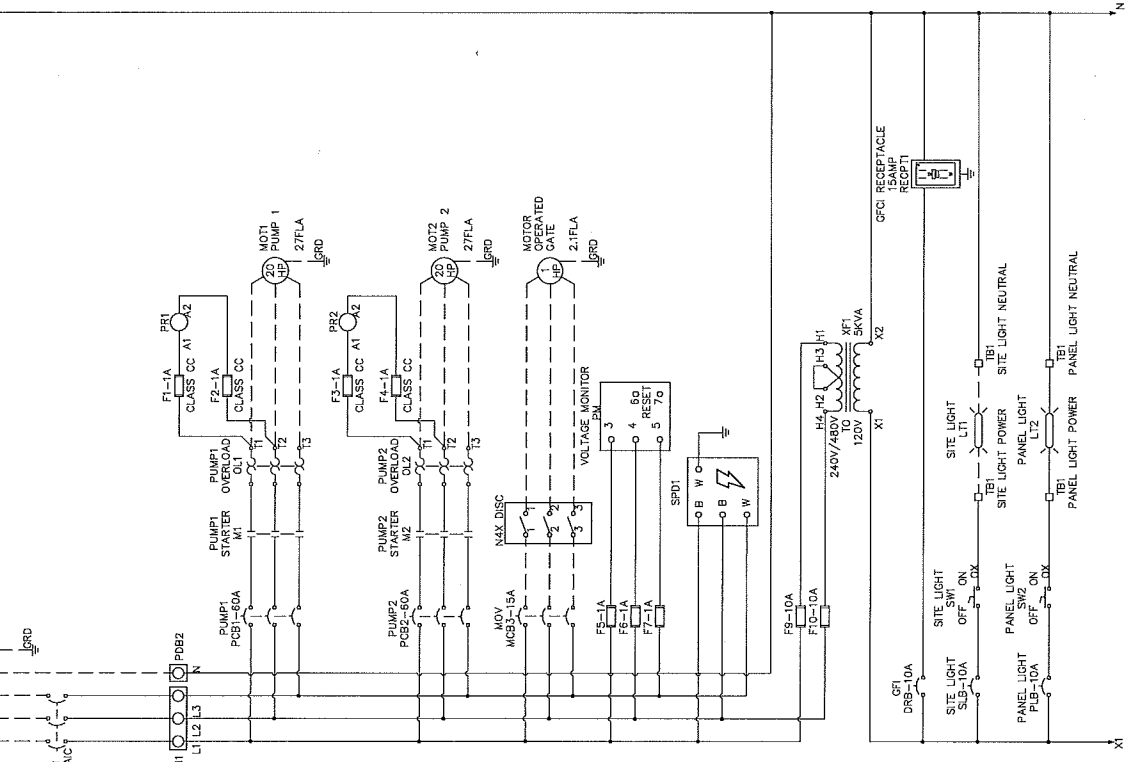
Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

H M
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DATE: 10-21-00 TIME: 09:30Z

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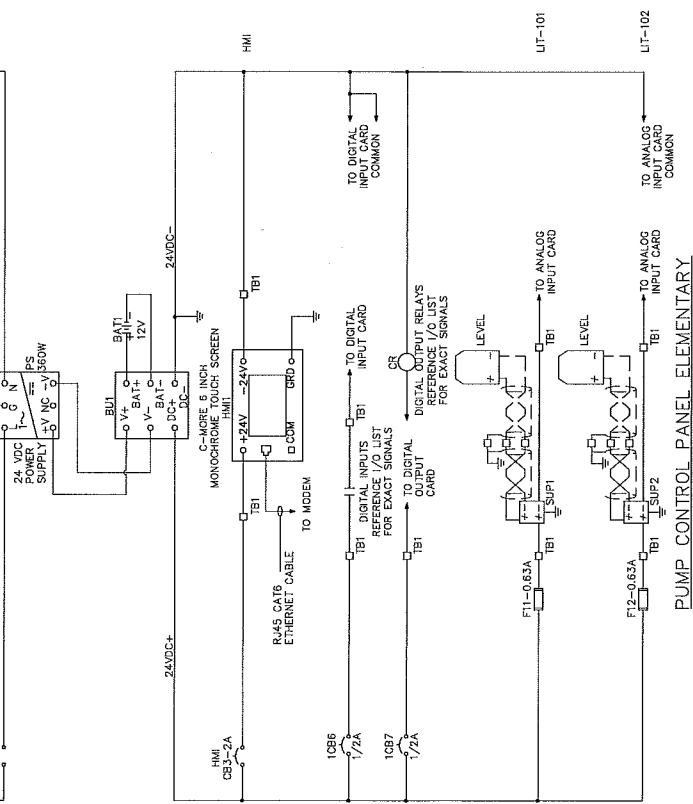
INFEED POWER
480V 3 PHASE



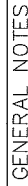
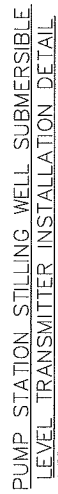
PROJECT INFORMATION		
PROJECT NO.	2015046	
DATE	1/29/18	
DESIGNED BY	FEJ/AR	
CHECKED BY	FEJ/AR	
DATE	1/29/18	
VERTICAL SCALE	AS SHOWN	
HORIZONTAL SCALE	AS SHOWN	
CLIENT INFORMATION		
Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		
6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Fax: (239) 985-1201 Email: info@hmm.com HOLE MONTES ENGINEERING SERVICES AUTORIZATION NO. 1772		
REVISIONS		
NO.	DATE	DESCRIPTION
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PUMP CONTROL PANEL ELEMENTARY

PROJECT INFORMATION		
PROJECT NO.	2015046	
DATE	1/29/18	
DESIGNED BY	FEJ/AR	
CHECKED BY	FEJ/AR	
DATE	1/29/18	
VERTICAL SCALE	AS SHOWN	
HORIZONTAL SCALE	AS SHOWN	
CLIENT INFORMATION		
Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		
6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Fax: (239) 985-1201 Email: info@hmm.com HOLE MONTES ENGINEERING SERVICES AUTORIZATION NO. 1772		
REVISIONS		
NO.	DATE	DESCRIPTION
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1. ALL CONDUIT PENETRATIONS INTO ELECTRICAL ENCLOSURE ARE REQUIRED TO BE MADE USING MYERS HUBS.
2. ALL CONDUIT PENETRATIONS INTO ELECTRICAL EQUIPMENT SHALL BE INSTALLED ALONG BOTTOM OF EACH ENCLOSURE.
3. PROVIDE SIMILAR MOUNTING OF UT-OF

EQUIPMENT ELEVATION

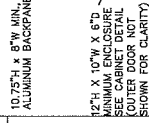
N.T.S.

PROVIDE SHOP DRAWINGS FROM A FLORIDA REGISTERED PROFESSIONAL ENGINEER CERTIFYING THAT THE ALUMINUM POST FOUNDATION AND RACK MEET CURRENT FLORIDA BUILDING CODE AND WIND LOAD REQUIREMENTS.

[illegible]

1. PROVIDE ALL COMPONENTS NECESSARY AND REQUIRED FOR UL LISTED PANEL AND A FULLY FUNCTIONAL ETHERNET NETWORK WHETHER SPECIFICALLY SHOWN ON THIS DRAWING OR NOT.

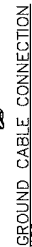
1. CRITEC UTB 4-20mA DIN RAIL MOUNT SURGE SUPPRESSOR.
2. IEC TYPE ENCLOSED TERMINAL BLOCKS W/APERTURES. TERMINATE ALL SPARE CONDUCTORS ON THE TERMINAL BLOCK.
3. GROUND BAR.
4. 1/4"NPT BRASS BULKHEAD WITH LOCK-NUT AND 1/4" NPT SPEEDARE BREATH VENT.



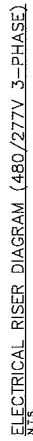
N.T.S.,



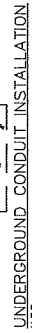
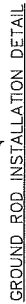
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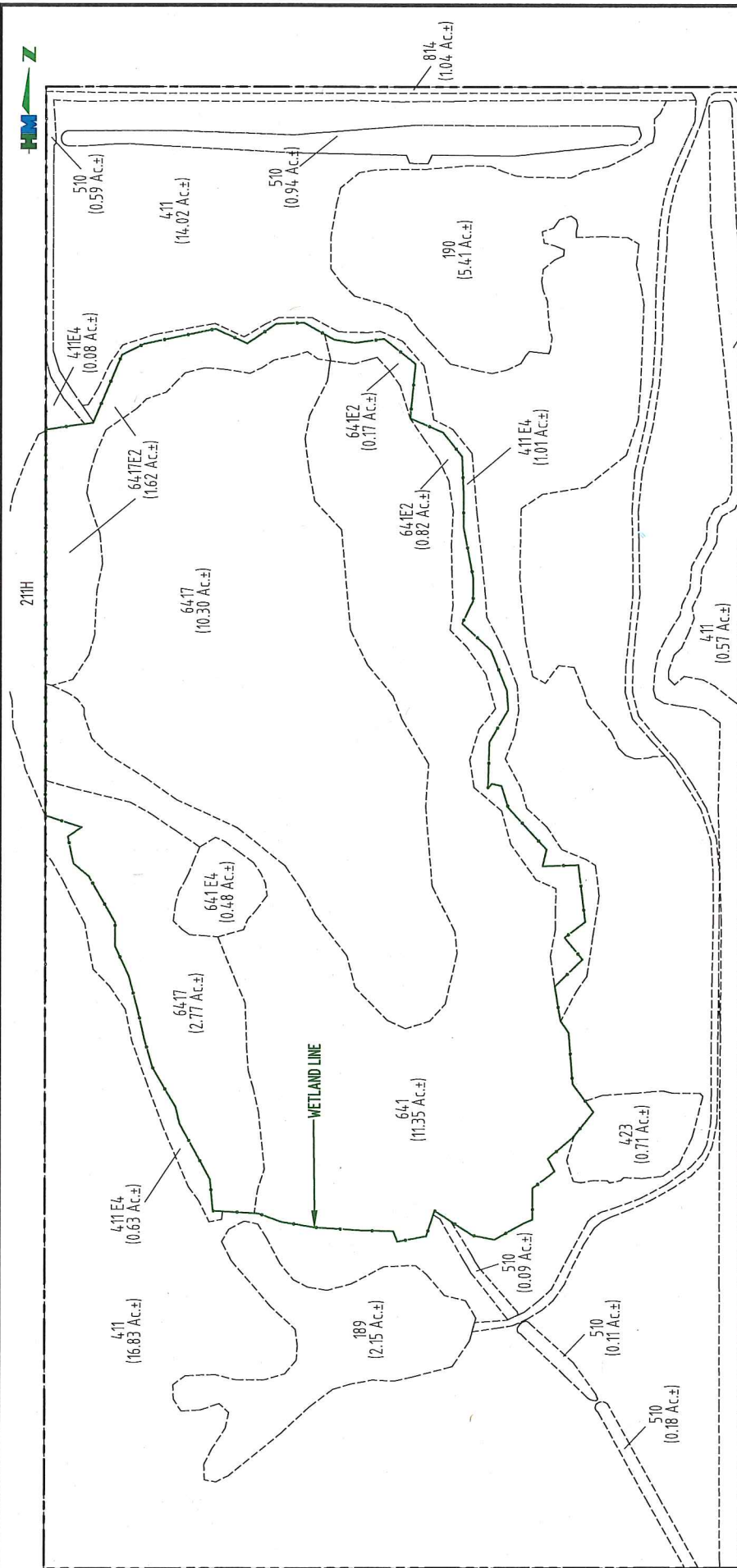

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N.T.S.



N.T.S.

DATE	REVISIONS	NUMBER	NAME	DATE
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FLUCFCS Legend		
FLUCFCS CODE	COMMUNITY	TOTAL %
189	Other Recreational	2.15% Ac
190	Open Lands	8.13% Ac
411	Pine Forests	31.42% Ac
411 E4	Pine Forests(75-99% Exotics)	40.93%
423	Oak/Pine/Hickory	1.72% Ac
510	Streams and Waterways	0.92%
641	Freshwater Marsh	4.08% Ac
641 E2	Freshwater Marsh (25-49% Exotics)	11.35% Ac
641 E2	Freshwater Marsh (74-99% Exotics)	14.79%
641 E2	Freshwater Marsh with Shrubs, Brushies, and Vines	0.99% Ac
641 E2	Freshwater Marsh with Shrubs, Brushies, and Vines (25-49% Exotics)	1.29%
6417 E2	Freshwater Marsh with Shrubs, Brushies, and Vines (50-74% Exotics)	0.63%
814	Roads	13.07% Ac
		1.82% Ac
		2.11%
	Total	1.04% Ac
		1.35%
		76.76% Ac
		100.00%

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
REB	DATE
VERTICAL SCALE	HORIZONTAL SCALE
1/2"	1/2"



HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

FLUCCS MAP

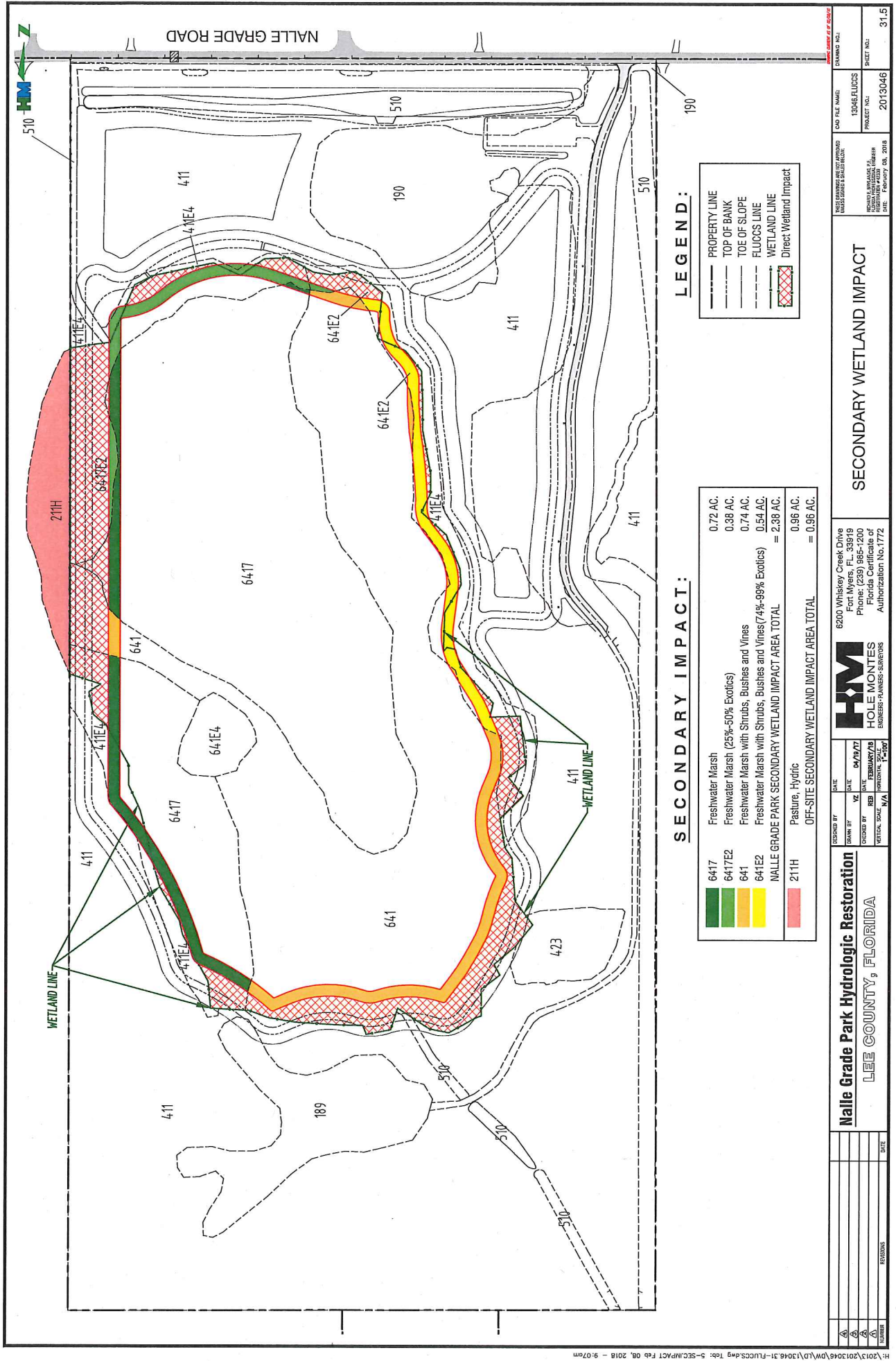
THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:	CAD FILE NAME: 13046.FLUCCS	DRAWING NO.:
RICHARD E. HUNTER, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION # 12329	PROJECT NO.:	SHEET NO.:
2013046	31	31



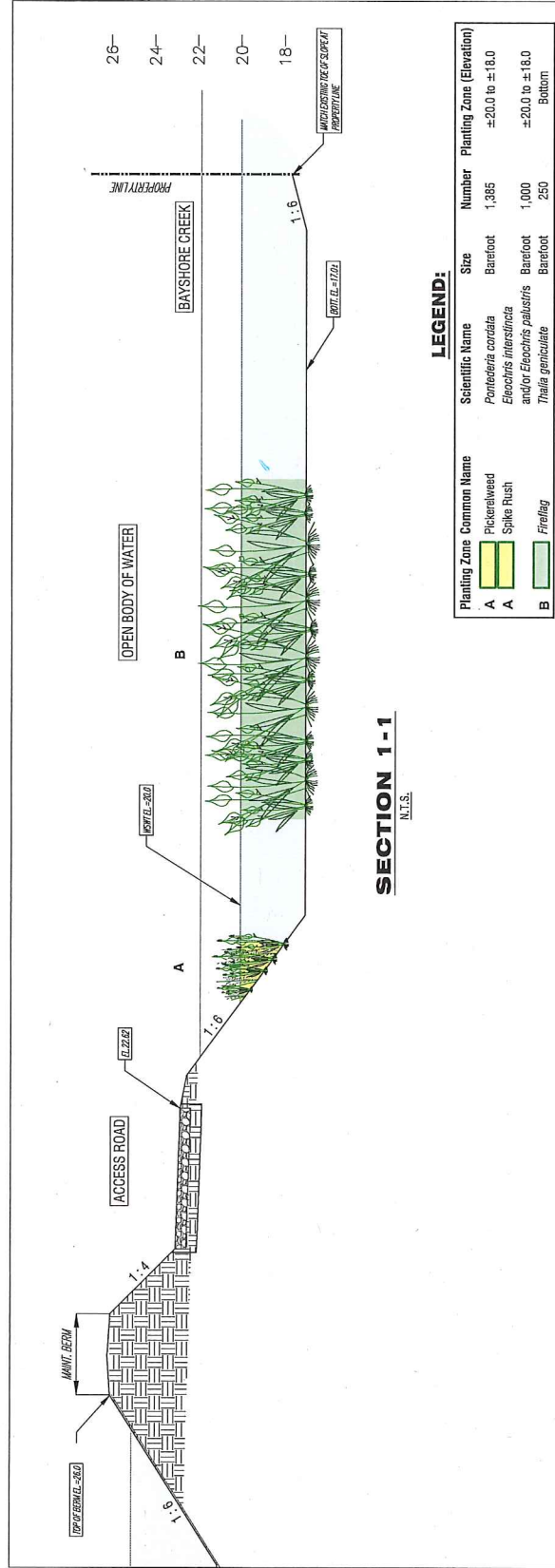
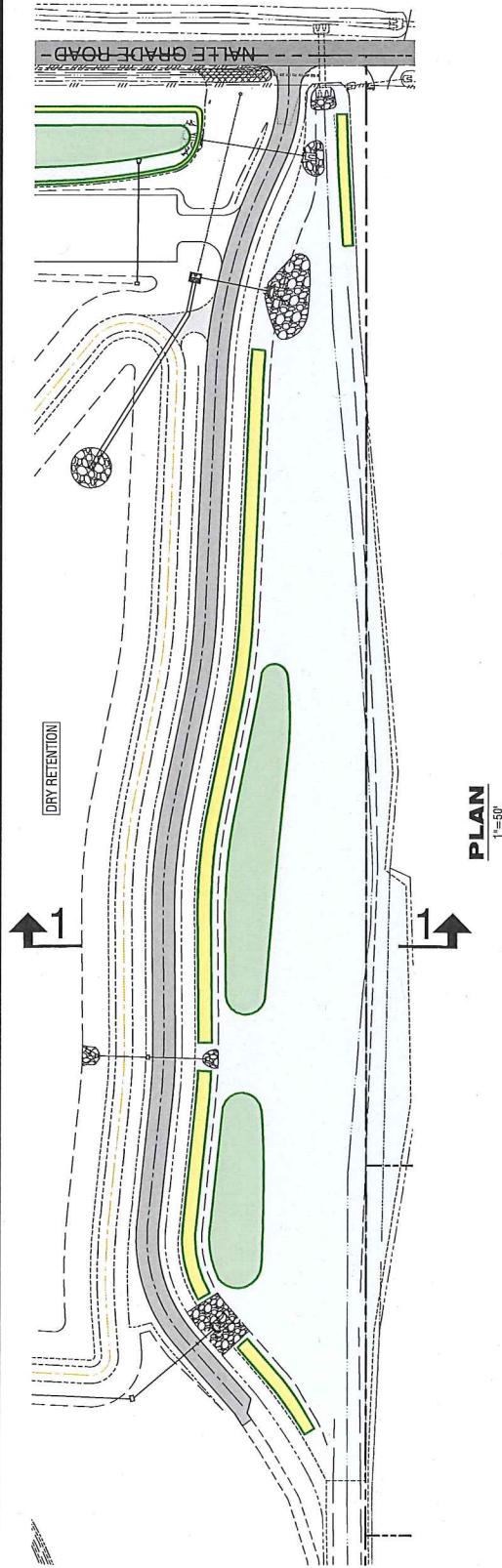
LEGEND:

PROPERTY LINE	6417	Freshwater Marsh with Shrubs, Bushes and Vines	0.42 AC.
TOP OF BANK	6417E2	Freshwater Marsh with Shrubs, Bushes and Vines (25%-49% Exotics)	1.32 AC.
TOE OF SLOPE	641	Freshwater Marsh	1.02 AC.
FLUCCS LINE	641E2	Freshwater Marsh (25%-49% Exotics)	0.41 AC.
WETLAND LINE		DIRECT WETLAND IMPACT AREA TOTAL	= 3.17 AC.

Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		DIRECT WETLAND IMPACT	
DESIGNED BY: [] DRAWN BY: [] CHECKED BY: [] DATE: []	DATE: 02/14/19 DATE: 02/14/19 DATE: 02/14/19 DATE: 02/14/19	6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 985-1200 Fax: (239) 985-1201 Email: info@h-m.com Website: www.h-m.com	13046 FLUCCS PROJECT NO.: 2013046 SHEET NO.: 31.4



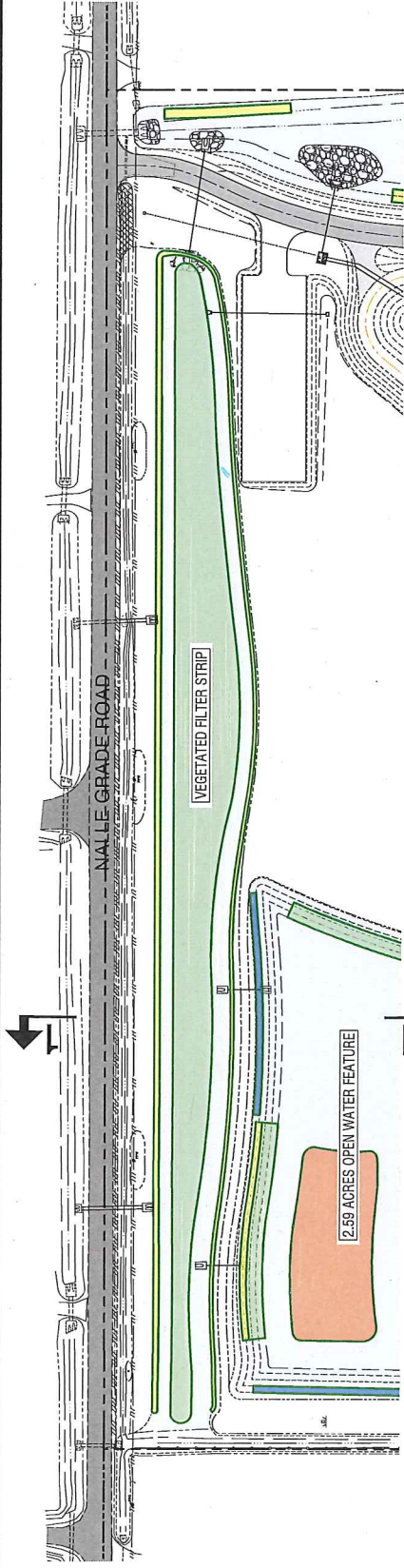
Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		SECONDARY WETLAND IMPACT		SHEET NO.: 2013046 SHEET TOTAL: 31.5
DRAWN BY: [] CHECKED BY: [] DATE: []	SCALE: 1"=100' DATE: 04/19/17	CAD FILE NAME: 13046.FLUCCS PROJECT NO.: 2013046 DATE: February 08, 2018	THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. DESIGNER: HOLE MONTES ENGINEERS-PLANNERS-SCIENTISTS ADDRESS: 6200 Whiskey Creek Drive, Fort Myers, FL 33919 PHONE: (239) 985-1200 FAX: (239) 985-1201 AUTHORIZATION NO.: 1772	



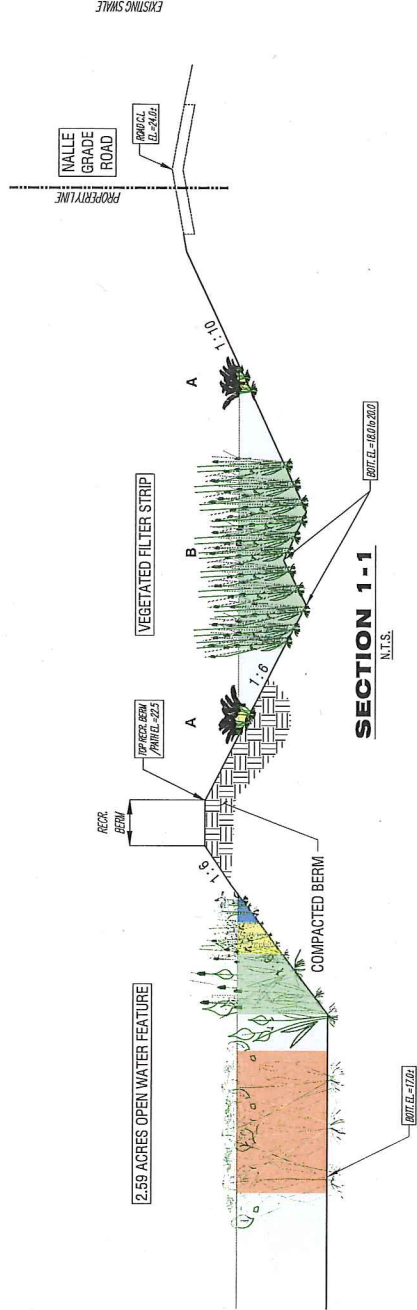
LEGEND:

Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Pickeralweed	<i>Pontederia cordata</i>	Barefoot	1,385	±20.0 to ±18.0
A	Spike Rush	<i>Eleocharis interstincta</i> and/or <i>Eleocharis palustris</i>	Barefoot	1,000	±20.0 to ±18.0
B	Frieling	<i>Thalia geniculata</i>	Barefoot	250	Bottom

Nalle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		DESIGNED BY: EcoPlanz Inc. 6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 938-1200 Fax: (239) 938-1201 Authorization No. 1772	3.44 AC. OPEN BODY OF WATER PLANTING PLAN	CAD FILE NAME: 13046317.PLT PROJECT NO.: 2013046 SHEET NO.: 21.1
DATE: 02/14/18 DRAWN BY: VZ CHECKED BY: REB DATE: 02/14/18 REVISION: 1-25		H&M HOLE MONTES ENGINEERS & PLANNERS 6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 938-1200 Fax: (239) 938-1201 Authorization No. 1772		



PLAN
1"=50'



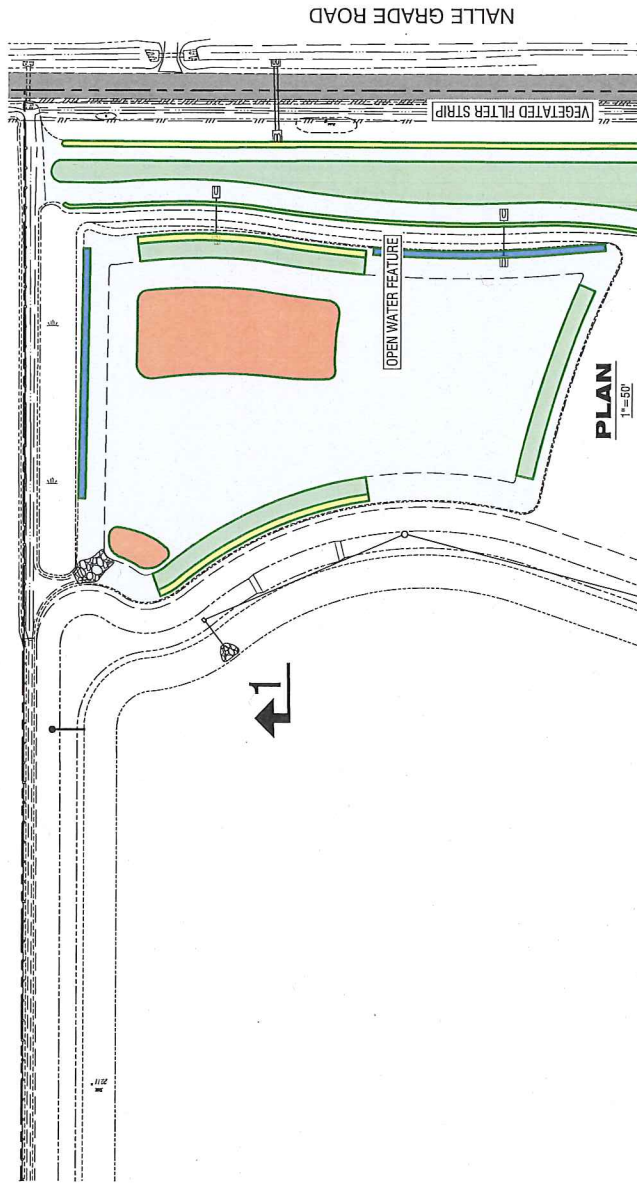
SECTION 1-1
N.T.S.

NOTE:
FOR 2.59 ACRES WATER FEATURE PLANTING SPECIFICATIONS AND LEGEND REFER TO SHEET 21.3

LEGEND:

Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Giant Leather Fern	<i>Acrostichum danaeifolium</i>	1-gallon	200	North Slope: ±20.5 to ±21.0
A	Giant Leather Fern	<i>Acrostichum danaeifolium</i>	1-gallon	125	South Slope: ±20.5 to ±21.0
B	Spike Rush	<i>Eleocharis interstincta</i>	Barefoot	3,000	Throughout below 20.0
		and/or <i>Eleocharis palustris</i>	Barefoot		

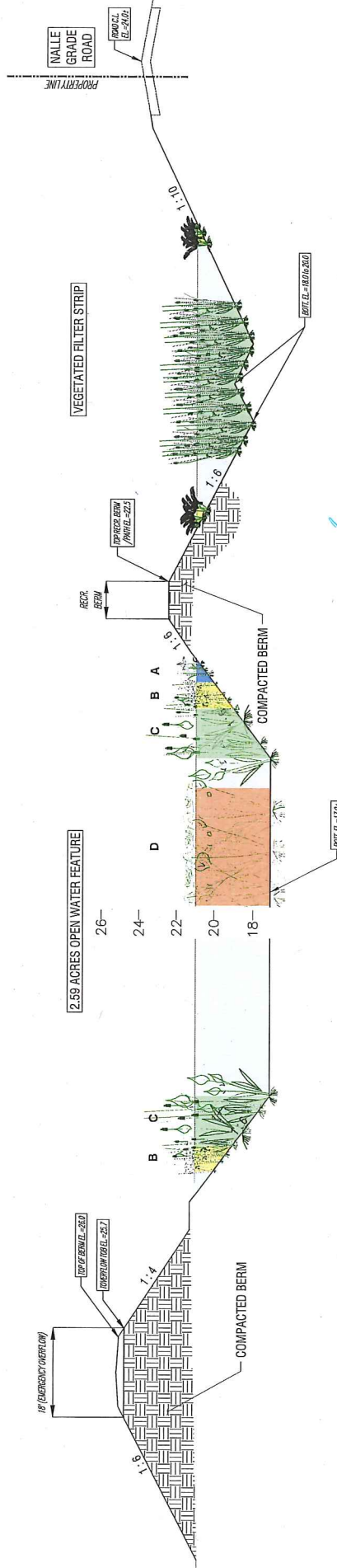
		6200 Whiskey Creek Drive Fort Myers, FL 33919 Phone: (239) 335-1200 Fax: (239) 335-1201 Email: info@hmlandscape.com Website: www.hmlandscape.com		DESIGNED BY: EcoPlantz Inc. 1000 S. Pine Island Rd. Suite 100 Fort Myers, FL 33908 Phone: (239) 335-1200 Fax: (239) 335-1201 Email: info@ecoplantz.com Website: www.ecoplantz.com		CREATED FRESHWATER MARSH / VEGETATED STRIP FILTER MARSH		PROJECT NO.: 2013046		SHEET NO.: 21.2	
Malle Grade Park Hydrologic Restoration LEE COUNTY, FLORIDA		DATE: 02/14/15		DATE: 02/14/15		DATE: 02/14/15		DATE: 02/14/15		DATE: 02/14/15	
REVISIONS:		DESIGNED BY:		DATE:		DATE:		DATE:		DATE:	
DATE:		DATE:		DATE:		DATE:		DATE:		DATE:	



NOTE:
FOR VEGETATED FILTER STRIP LEGEND AND PLANTING SPECIFICATIONS REFER TO SHEET 21.2

LEGEND:

Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Blue Flag Iris	<i>Iris virginica</i>	Hexagona	200	Lake edge to elevation 20.5
A	Lily	<i>Hyacinthoides</i>	lanceolata	200	Lake edge to elevation 20.5
B	Soft Rush	<i>Juncus effusus</i>	Barefoot	200	±19.5 to ±20.5
B	Pickersweed	<i>Pontederia cordata</i>	Barefoot	300	±19.5 to bottom
C	Butterfly Weed	<i>Juncus effusus</i>	Barefoot	300	±19.5 to bottom
D	Spiderdock	<i>Najas</i>	luteum	250	Lake bottom



SECTION 1-1
N.T.S.

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Attachment B

SUBSURFACE SOIL EXPLORATION
PROPOSED NALLE GRADE STORMWATER PARK
8350 NALLE GRADE ROAD
NORTH FORT MYERS, LEE COUNTY, FLORIDA



Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

OFFICES

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Tampa, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389
West Palm Beach, 2200 N. FL Mango Rd., Ste. 101, West Palm Bch., FL 33409, Phone (561) 687-8200

MEMBERS:
A.S.F.E.
American Concrete Institute
American Society for Testing and Materials
Florida Institute of Consulting Engineers



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

Ardaman Project No. 15-33-4501
17-FEB-2015

Hole Montes

6200 Whiskey Creek Drive
Fort Myers, FL 33919

Attention: Mr. Richard Brylanski, P.E.

SUBJECT: Subsurface Soil Exploration
Proposed Nalle Grade Stormwater Park
8350 Nalle Grade Road
North Fort Myers, Lee County, Florida

Gentlemen:

As requested and authorized by **Hole Montes**, Ardaman & Associates, Inc. (Ardaman) has completed the subsurface soil exploration program for the subject project. The purposes of this program were to evaluate the general subsurface conditions at the site and evaluate existing soils in future pond areas for use as construction materials for retention pond berms.

This report documents our findings and conclusions. It has been prepared for the exclusive use of **Hole Montes** and their consultants for specific application to the subject project in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

SCOPE

The scope of our services was limited to the following items:

1. Conducting twenty-one (21) Standard Penetration Test (SPT) borings to determine the nature and condition of the subsurface soils.
2. Reviewing each soil sample obtained in our field exploration program by a geotechnical engineer in our laboratory for further identification and assignment of laboratory tests.

3. Performing the appropriate laboratory tests on selected samples.
4. Analyzing the existing soil conditions with respect to the proposed construction.
5. Preparing this report to document the results of our field exploration and laboratory testing programs and present a discussion of the suitability of encountered soils for use as construction materials on the project site.

SITE LOCATION

The proposed Nalle Grade Stormwater Park is located on the 75-acre Nalle Grade Park site at 8350 Nalle Grade Road in North Fort Myers, Florida, within the northwest quarter of Section 9, Township 43 South, Range 25 East in Lee County as shown on the attached **Site Location Map** presented as **Figure 1**. The land is heavily vegetated but sufficient trails and open areas exist across the north part of the site to allow drill rig access to most areas proposed for construction.

FIELD EXPLORATION PROGRAM

Our field exploration consisted of performing 21 Standard Penetration Test (SPT) borings. The SPT borings were drilled to a depth of 10 and 25 feet below the existing ground surface. The SPT borings were conducted using methods consistent with ASTM D-1586. The equipment and procedures used in the SPT borings are described in detail in the **Appendix 3**.

The locations of the borings are shown on **Figure 2-Boring Location Plan** in **Appendix 1**. They were located by measurement from the site features shown on an aerial photograph of the site obtained from the Lee County Property Appraiser's website. Therefore, the locations indicated should be considered accurate only to the degree implied by the method of measurement used. If a more precise location of the borings is desired, then we recommend that a registered land surveyor be employed to locate the borings on site. GPS coordinates of each boring location are provided on the boring logs.



GENERAL SUBSURFACE CONDITIONS

The general subsurface conditions encountered during the field exploration are shown on the soil boring logs included in **Appendix 1**. Soil stratification is based on examination of recovered soil samples and interpretation of the field boring logs. The stratification lines represent the approximate boundaries between the soil types, the actual transitions may be gradual.

A generalization of subsurface soil conditions encountered in the borings is described below.

<u>From</u>	<u>Depth</u> <u>To</u>	<u>Soil Description</u>
Ground Surface	2' - 6'	Loose to medium dense fine sands (SP) and slightly silty fine sands (SP-SM).
2' - 6'	3' - 10'	Loose to medium dense silty clayey sands (SC-SM) and clayey sands (SC).
3' - 10'	6' - 17'	Soft to hard weathered limestone.
17'	25'	Medium stiff sandy clays (CL).

Groundwater was encountered in the boreholes at depths ranging from 2.5 to 4.5 feet below the existing ground surface at the time of our field exploration (1/14–16/2015). The groundwater depths shown on the boring logs represent the groundwater surface encountered on the dates shown. Fluctuations in groundwater level should be anticipated throughout the year due to seasonal variations in rainfall, and other factors.

LABORATORY TESTING PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. Laboratory testing was performed on selected samples as deemed necessary to aid in soil classification and to further define the engineering properties of the soils. The laboratory tests included Natural Moisture Content, Percent Finer than the U.S. No. 200 Sieve (percent silt and clay) and Sieve Analysis.

The test results are presented on the attached soil boring logs at the depths from which the samples were recovered. The results of sieve analysis are presented on grain-size distribution sheets in **Appendix 2**. The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is in general accordance with the Unified Soil Classification System (ASTM D-2487) and is also based on visual-manual procedures.

DISCUSSION

The following table itemizes description and classifications of the soil strata encountered in the borings. These soil types were typically encountered within specific depth ranges as summarized on the attached **Table 1**. A discussion of the suitability of the soils as construction materials follow.

Soil Strata Description and USCS Classification	
Soil Description	USCS Soil Classification
Fine Sands	SP
Slightly Silt Fine Sands (with Gravel)	SP-SM
Silty Clayey Sands	SC-SM
Clayey Sands	SC
Weathered Limestone	----
Sandy Clay	CL

Poorly Graded Sand (SP)

Poorly Graded Sand with Silt (SP-SM)

These sands contain less than 12 percent non-plastic silty fine sands and are considered Select materials. Roots and other deleterious materials should be separated from the sands prior to use. Sands excavated below the water table should be stockpiled to drain excess moisture.



After removal of the surficial 6 to 12 inches of root laden sands, these soil types are suitable as unprocessed fill for use as structural fill. They are also suitable for use in embankments and subgrades and for berm construction. As shown in **Table 1**, these soil types were encountered within the surficial 4 feet of the site on average.

Silty Clayey Sand (SC-SM)

Clayey Sand (SC)

These clayey sands contain up to 20 percent fines with low to medium plasticity. Clayey sands are suitable for use as fill in embankments and berms; however, they require control of the moisture content at the time of compaction. As a result, these soil types should be placed in thin (6-inch or less) lifts to allow evaporation of excess moisture to occur before attempting compaction. To reduce the possibility of preferential seepage paths developing through the berm, we recommend that the use of these soils in water-retaining berms be restricted to the interior half. As shown in **Table 1**, these soil types were typically encountered within the 4 to 7-foot depth range.

Weathered Limestone

Soft weathered limestone was encountered in most of the borings at an average depth of 8 feet and likely extends to about 17 feet. N-values were typically less than 50 blows per foot (bpf) indicating weathering and weak cementation. Typically, heavy excavators can remove soft limestone; however, dynamic methods using hydraulic hammers or hoe rams may be needed to remove hard limestone when encountered. Use of rock as a fill material may require further processing by crushing and sieving to reduce particle size to mostly sand and gravel-size.

Sandy Clay (CL)

Only two of the borings (SPT-2 and 7) were drilled deep enough to encounter the sandy clay stratum (CL). It was encountered at a depth of 17 feet in each boring and likely extends for several tens of feet. Because of excessive clayey fines and high moisture content, this soil is unacceptable for use as a fill material.



GENERAL COMMENTS

The analysis and recommendations in this report are based on the data obtained from the twenty-one (21) soil borings performed at the approximate locations indicated on the **Figure 2-Boring Location Plan**.

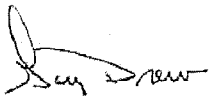
This report does not reflect any variations that may occur between the borings. The nature and extent of variations may not become evident until during the course of construction. If variations then appear evident, it will be necessary for a reevaluation of the recommendations of this report to be made after performing on-site observations during the construction period and noting the characteristics of any variations.

While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The boring logs and related information are based on the driller's logs and visual examination of selected sample in the laboratory. The delineation between soil types shown on the logs is approximate and the description represents our interpretation of subsurface conditions at the designated boring locations and on the particular date drilled.

If you have any questions about this report, please contact this office.

Very truly yours,

Ardaman & Associates, Inc.
Florida Certificate of Authorization No. 00005950



Gary A. Drew, P.E.
Vice President/Branch Manager
FL License No. 35504

GAD/egs



TABLE 1 DEPTH RANGE OF SOIL/ROCK IN EACH BORING					
Boring No.	Sand (SP/SP-SM)	Clayey Sand (SC-SM/SC)	Sand (SP)	Weathered Rock	Sandy Clay (CL)
1	0 - 5'	5' - 7'	----	7' - 17'	17+
2	0 - 4'	4' - 8'		8+	----
3	0 - 2'	2' - 3'	3' - 5.5'	5.5' - 10+	----
4	0 - 4'	4' - 6'	----	6+	----
5	0 - 3'	3' - 7'	----	7+	----
6	0 - 3.5'	3.5' - 7.5'	7.5' - 10'	10+	
7	0 - 4'	4' - 5'	5' - 7'	8.5' - 17'	17+
8	0 - 5.5'	5.5' - 9'	----	9+	----
9	0 - 3.5'	3.5' - 8'	----	8+	----
10	0 - 5'	5' - 9.5'		9.5+	----
11	0 - 2'	2' - 4'	4' - 9'	9+	----
12	0 - 5.5'	5.5' - 7.5'	----	7.5+	----
13	0 - 4'	4' - 9.5'	----	9.5+	----
14	0 - 5.5'	5.5' - 10'	----	>10'	----
15	0 - 3.5'	3.5' - 9'	----	9+	----
16	0 - 6'	6' - 10'	----	>10'	----
17	0 - 4'	4' - 9.5'	----	9.5+	----
18	0 - 3'	3' - 10'	----	>10'	----
19	0 - 4.5'	4.5' - 7.5'	----	7.5' - 9'	----
20	0 - 3'	3' - 7'	----	7+	----
21	0 - 8.5'	----	----	8.5+	----



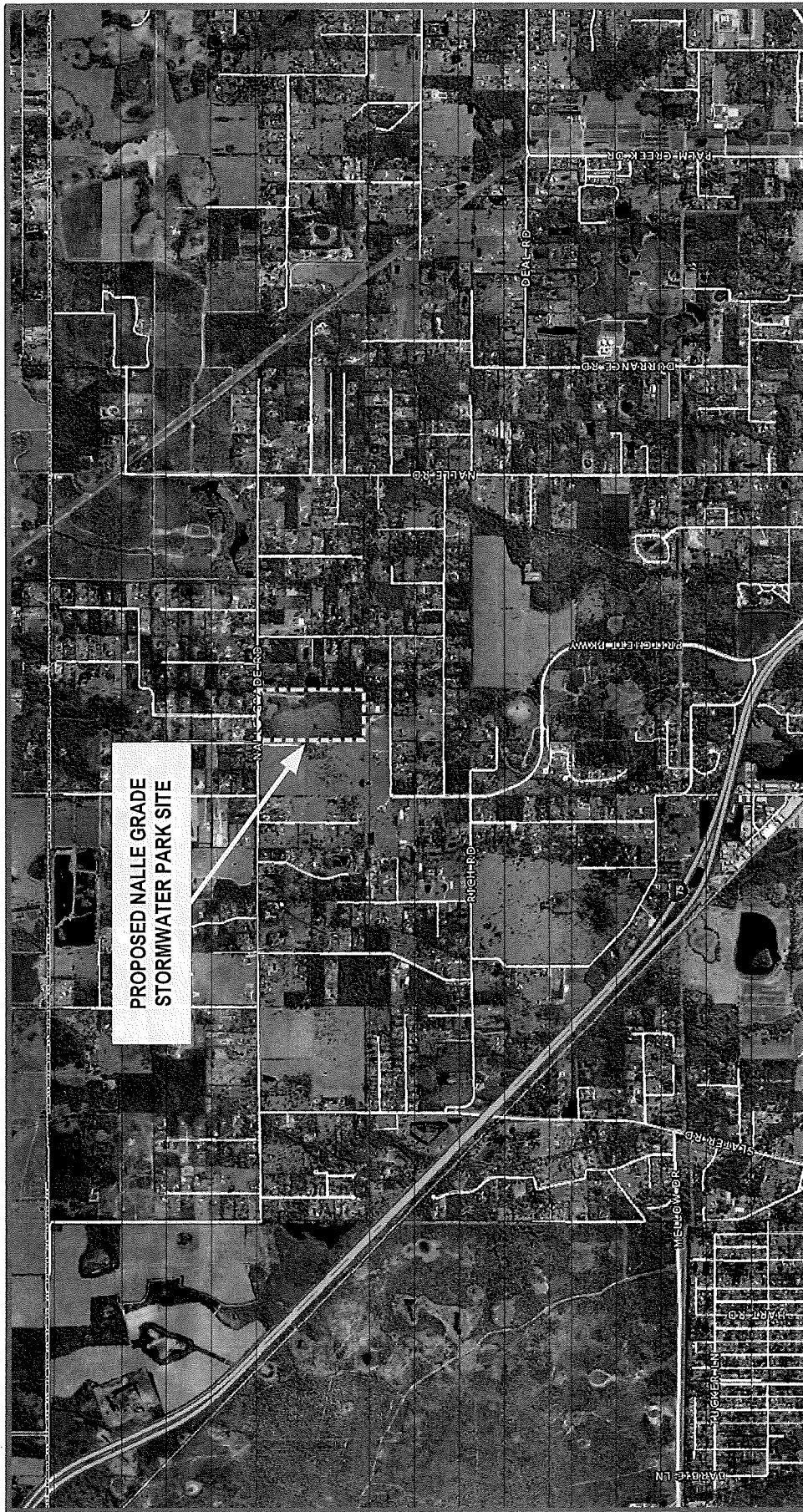
APPENDIX 1


FIGURE 1 – SITE LOCATION MAP

FIGURE 2 – BORING LOCATION PLAN

STANDARD PENETRATION TEST BORING LOGS – SPT-1 THROUGH SPT-21





 Ardaman & Associates, Inc. Geotechnical / Environmental and Materials Consultants		Drawn By: ES Checked By: GD Date: FEB 2015
PROPOSED NALLE GRADE STORMWATER PARK LEE COUNTY, FLORIDA		Approved By: Gay A. Drew, P.E.
File No. 15-33-4501	Figure No. 1	

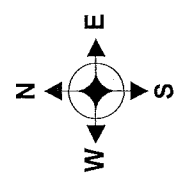


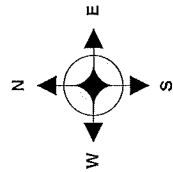
FIGURE 1 **SITE LOCATION MAP**

SOURCE: COPY OF AERIAL PHOTOGRAPH FROM THE LEE COUNTY
 PROPERTY APPRAISER'S WEBSITE

FIGURE 2

BORING LOCATION PLAN

SOURCE: COPIES OF AERIAL PHOTOGRAPHS FROM THE LEE COUNTY PROPERTY APPRAISER'S WEBSITE



● = STANDARD PENETRATION TEST BORING LOCATION



Ardaman & Associates, Inc.
Geotechnical, Environmental
and Materials Consultants

PROPOSED NALLE GRADE STORMWATER PARK
LEE COUNTY, FLORIDA

Drawn By:	ES	Checked By:	GD	Date:	FEB 2015
File No:	15-00-4601	Approved By:	GSF/Baw, P.E.	Figure No.:	2

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.259'

OFFSET: W081°49.308'

DATE DRILLED: 14-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 4'

DATE: 14-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW

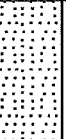





DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 2- 2	4	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	4- 6- 9	15										
	7- 6- 9	15	2									
5	3- 4- 4	8	3		SC	Clayey Sand - Brown clayey fine sand.						
	4- 3- 14	17										
	26- 18- 33	51	4			Soft Weathered Limestone.						
10	47- 32- 9	41	5									
15	8- 7- 7	14	6									
					CL	Sandy Lean Clay - Light gray sandy clay, medium plasticity.						
20	1- 1- 1	2	7					27	53			
25	1- 2- 1	3	8									
						TERMINATED @ 25.5'						
30												
35												



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PAGE 1 OF 1

REVIEWED BY: GARY A. DREW, P.E.

FILE NO: 15-33-4501

BORING NO.: SPT-1

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.292'

OFFSET: W081°49.304'

DATE DRILLED: 14-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

WATER TABLE DEPTH (ft): 4.5'

DATE: 14-JAN-2015

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW

DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 4- 2	6	1		SP	Poorly Graded Sand - Gray to Yellowish-brown fine sand.	Safety hammer used 0 to TERM.					
	3- 4- 5	9	2									
	3- 3- 3	6										
5	3- 5- 6	11	3		SC	Clayey Sand - Brown clayey fine sand.						
	3- 3- 3	6										
	4- 50/3"- 50/0"- -	50/3" 50/0"	4			TERMINATED ON HARD LIMESTONE @ 8.25'						
10												
15												
20												
25												
30												
35												



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PAGE 1 OF 1

REVIEWED BY: GARY A. DREW, P.E.

FILE NO: 15-33-4501

BORING NO.: SPT-2

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.282'

OFFSET: W081°49.265'

DATE DRILLED: 15-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 3'

DATE: 15-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW




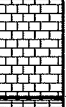


DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 3- 2	5	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	2- 2- 2	4	2		SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
	3- 3- 5	8	3		SP	Poorly Graded Sand - Brown fine sand.						
5	2- 50- 50/1"	50/1"				Hard Limestone.						
						Soft Weathered Limestone.						
10	7- 6- 7	13	4			TERMINATED IN WEATHERED LIMESTONE @ 10'						
15												
20												
25												
30												
35												

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PAGE 1 OF 1

REVIEWED BY:

GARY A. DREW, P.E.

FILE NO:

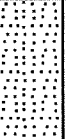



15-33-4501

BORING NO.:

SPT-3

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN			CLIENT: HOLE MONTES		
STATION: N26°45.303'		OFFSET: W081°49.242'		PROJECT: NALLE GRADE STORMWATER PARK	
DATE DRILLED: 14-JAN-2015		START:		FINISH:	
GROUND SURFACE ELEVATION:			TIME:		
WATER TABLE DEPTH (ft): 3'			DATE: 14-JAN-2015		LOGGED BY: G. DREW

DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 4- 5	9	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.	16	3.4			
	6- 4- 4	8										
	3- 3- 4	7	2		SC	Clayey Sand - Gray clayey fine sand.						
5	3- 2- 2	4										
	3- 3- 3	6	3			Soft Weathered Limestone.						
	2- 50/4"- 50/0"- -	50/4" 50/0"	4			TERMINATED ON HARD LIMESTONE @ 8.5'						
10												
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.274'

OFFSET: W081°49.219'

DATE DRILLED: 14-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 2.5'

DATE: 14-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW





DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 5- 8	13	1		SP	Poorly Graded Sand - Gray fine sand.	Safety hammer used 0 to TERM.					
17- 14- 11	25	2		SP-SM	Poorly Graded Sand with Silt and Gravel - Brown slightly silty fine sand and gravel (limerock fragments).			10	10			
4- 4- 4	8				SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
4- 3- 4	7	3										
3- 2- 16	18											
48- 17- 19	36	4				Soft Weathered Limestone.						
50/2" - -	50/2"					TERMINATED ON HARD LIMESTONE @ 9'						
10												
15												
20												
25												
30												
35												

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REVIEWED BY: GARY A. DREW, P.E.

FILE NO: 15-33-4501

BORING NO.: SPT-5

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.302'

OFFSET: W081°49.213'

DATE DRILLED: 14-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

WATER TABLE DEPTH (ft): 3'

DATE: 14-JAN-2015

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW









DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2-7-4	11	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM. 3" layer of yellow limestone @ 1.5'					
					SP-SM	Poorly Graded Sand with Silt and Gravel - Light brown slightly silty fine sand and gravel (limerock fragments).						
	4-3-4	7	2		SP	Poorly Graded Sand - Light brown fine sand.						
	3-3-4	7			SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
5	4-5-5	10	3									
	5-3-3	6										
	3-2-5	7	4		SP	Poorly Graded Sand - Light brown fine sand.						
10	2-4-9	13										
						TERMINATED IN WEATHERED LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												

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PAGE 1 OF 1

REVIEWED BY:

GARY A. DREW, P.E.

FILE NO:















15-33-4501

BORING NO.:

SPT-6

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN				CLIENT: HOLE MONTES	
STATION: N26°45.281'		OFFSET: W081°49.122'		PROJECT: NALLE GRADE STORMWATER PARK	
DATE DRILLED: 14-JAN-2015		START:		FINISH:	
GROUND SURFACE ELEVATION:				LOCATION: LEE COUNTY, FLORIDA	
WATER TABLE DEPTH (ft): 3'				DRILL CREW: WOOTEN/SLEE	
LOGGED BY: G. DREW					

DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 4- 4	8	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	4- 3- 4	7	2									
	3- 3- 4	7										
5	3- 3- 3	6	3		SC	Clayey Sand - Brown clayey fine sand.						
	3- 3- 5	8			SP	Poorly Graded Sand - Brown fine sand.		20	3.5			
	2- 2- 50/1"	50/1"	4		SC	Clayey Sand - Brown clayey fine sand.						
						Hard Limestone.						
10						Soft Weathered Limestone.						
												
15	2- 4- 3	7	5									
					CL	Sandy Lean Clay - Gray sandy clay, medium plasticity.						
20	1- 1- 1	2	6					29	48			
												
25	2- 2- 2	4	7									
						TERMINATED @ 25.5'						
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.248'

OFFSET: W081°49.158'

DATE DRILLED: 14-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 3'

DATE: 14-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW





DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 3- 5	8	1		SP	Poorly Graded Sand - Light brown fine sand.	Safety hammer used 0 to TERM.					
	5- 6- 5	11										
	4- 5- 3	8	2		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty clayey fine sand.						
5	4- 4- 4	8										
	4- 4- 4	8			SC	Clayey Sand - Gray clayey fine sand.						
	4- 4- 3	7	3									
	3- 3- 7	10				Soft Weathered Limestone.						
10	3- 2- 50/3"	50/3"	4			TERMINATED ON HARD LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												

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Geotechnical, Environmental and
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REVIEWED BY: GARY A. DREW, P.E.

FILE NO: 15-33-4501

BORING NO.: SPT-8

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN				CLIENT: HOLE MONTES			
STATION: N26°45.251'		OFFSET: W081°49.116'		PROJECT: NALLE GRADE STORMWATER PARK			
DATE DRILLED: 15-JAN-2015		START:		FINISH:			
GROUND SURFACE ELEVATION:				TIME:		LOCATION: LEE COUNTY, FLORIDA	
WATER TABLE DEPTH (ft): 3'				DATE: 15-JAN-2015		DRILL CREW: WOOTEN/SLEE	
LOGGED BY: G. DREW							

DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 4- 4	8	1		SP-SM	Poorly Graded Sand with Silt - Yellowish-brown slightly silty fine sand.	Safety hammer used 0 to TERM.	13	6.8			
	5- 6- 4	10			SP	Poorly Graded Sand - Brown fine sand.						
	3- 2- 3	5	2		SC	Clayey Sand - Gray clayey fine sand.	Layers of fine sand 3.5' to 8'					
5	5- 6- 5	11										
	6- 6- 3	9	3									
	50/2"- -	50/2"	4			TERMINATED ON HARD LIMESTONE @ 8'						
10												
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN
STATION: N26°45.250' **OFFSET:** W081°49.091'
DATE DRILLED: 15-JAN-2015 **START:** **FINISH:**
GROUND SURFACE ELEVATION: **TIME:**
WATER TABLE DEPTH (ft): 4' **DATE:** 15-JAN-2015

CLIENT: HOLE MONTES
PROJECT: NALLE GRADE STORMWATER PARK
LOCATION: LEE COUNTY, FLORIDA
DRILL CREW: WOOTEN/SLEE




LOGGED BY: G. DREW

DRILL MAKE & MODEL: CME-55 **BIT:** 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW







DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 3- 3	6	1		SP	Poorly Graded Sand - Light brown fine sand.	Safety hammer used 0 to TERM.					
	3- 3- 5	8										
	4- 4- 3	7	2									
5	3- 3- 3	6			SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
	5- 6- 7	13	3									
	6- 6- 5	11										
10	4- 50/4"-	50/4"	4			TERMINATED ON HARD LIMESTONE @ 9.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN			CLIENT: HOLE MONTES		
STATION: N26°45.213'		OFFSET: W081°49.148'		PROJECT: NALLE GRADE STORMWATER PARK	
DATE DRILLED: 15-JAN-2015		START:		FINISH:	
GROUND SURFACE ELEVATION:			LOCATION: LEE COUNTY, FLORIDA		
WATER TABLE DEPTH (ft): 4.5'			DATE: 15-JAN-2015		LOGGED BY: G. DREW

DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	7-2-2	4	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.	23	4.4			
	7-8-10	18	2		SM	Silty Sand - Brown very silty fine sand, trace gravel (limerock fragments).						
	4-12-12	24	3		SC-SM	Silty Clayey Sand - Yellowish-brown silty clayey fine sand.						
	8-7-2	9	4		SP-SM	Poorly Graded Sand with Silt and Gravel - Yellowish-brown slightly silty fine sand and gravel (limerock fragments).						
5	4-4-6	10	5		SP	Poorly Graded Sand - Gray fine sand.						
	3-3-3	6	6									
10	50/2" - - 50/2"	50				TERMINATED ON HARD LIMESTONE @ 9'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.219'

OFFSET: W081°49.115'

DATE DRILLED: 15-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

WATER TABLE DEPTH (ft): 4.5'

DATE: 15-JAN-2015

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW

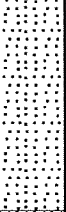


DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2- 2- 4	6	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	4- 5- 7	12										
	5- 6- 5	11	2									
5	6- 5- 6	11	3		SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
	5- 4- 3	7										
	48- 50/3"-	50/3"	4			Soft Weathered Limestone. TERMINATED ON HARD LIMESTONE @ 8.25						
10												
15												
20												
25												
30												
35												

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REVIEWED BY:

GARY A. DREW, P.E.

FILE NO:

15-33-4501

BORING NO.:

SPT-12

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.206'

OFFSET: W081°49.089'

DATE DRILLED: 15-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 4'

DATE: 15-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW





DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 3- 4	7	1		SP	Poorly Graded Sand - Light brown fine sand.	Safety hammer used 0 to TERM.					
	4- 4- 5	9										
	3- 3- 4	7	2		SC	Clayey Sand - Brown clayey fine sand.	Layers of fine sand 4' to 10.5'					
5	3- 3- 5	8										
	5- 6- 8	14	3									
	3- 2- 3	5										
10	5- 5- 3	8	4			Soft Weathered Limestone.						
						TERMINATED IN WEATHERED LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												



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PAGE 1 OF 1

REVIEWED BY: GARY A. DREW, P.E.




FILE NO: 15-33-4501

BORING NO.: SPT-13

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN
STATION: N26°45.182' **OFFSET:** W081°49.147'
DATE DRILLED: 15-JAN-2015 **START:** **FINISH:**
GROUND SURFACE ELEVATION: **TIME:**
WATER TABLE DEPTH (ft): 5' **DATE:** 15-JAN-2015

CLIENT: HOLE MONTES
PROJECT: NALLE GRADE STORMWATER PARK
LOCATION: LEE COUNTY, FLORIDA
DRILL CREW: WOOTEN/SLEE **LOGGED BY:** G. DREW






DRILL MAKE & MODEL: CME-55 **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 5- 4	9	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	2- 2- 7	9	2									
	8- 10- 16	26	3		SP-SM	Poorly Graded Sand with Silt and Gravel - Yellowish-brown slightly silty fine sand and gravel (limerock fragments).						
5	10- 5- 3	8			SC	Clayey Sand - Gray clayey fine sand.						
	3- 3- 5	8										
	8- 8- 7	15										
10	8- 13- 6	19	4									
						TERMINATED @ 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN
STATION: N26°45.181' **OFFSET:** W081°49.120'
DATE DRILLED: 15-JAN-2015 **START:** **FINISH:**
GROUND SURFACE ELEVATION: **TIME:**
WATER TABLE DEPTH (ft): 5' **DATE:** 15-JAN-2015

CLIENT: HOLE MONTES
PROJECT: NALLE GRADE STORMWATER PARK
LOCATION: LEE COUNTY, FLORIDA
DRILL CREW: WOOTEN/SLEE **LOGGED BY:** G. DREW

DRILL MAKE & MODEL: CME-55 **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2- 3- 4	7	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.	15	7.2			
	4- 4- 6	10	2		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand, trace gravel (limerock fragments).						
	6- 5- 3	8			SC-SM	Silty Clayey Sand - Yellowish-brown to gray silty clayey fine sand.						
5	5- 4- 6	10	3									
	5- 5- 5	10	4									
	5- 6- 6	12										
10	2- 50/0"-	50/0"	5			Soft Weathered Limestone. TERMINATED ON HARD LIMESTONE @ 9.5'						
15												
20												
25												
30												
35												










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REVIEWED BY: GARY A. DREW, P.E. FILE NO: 15-33-4501 BORING NO.: SPT-15

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN			CLIENT: HOLE MONTES		
STATION: N26°45.157'		OFFSET: W081°49.149'		PROJECT: NALLE GRADE STORMWATER PARK	
DATE DRILLED: 15-JAN-2015		START:		FINISH:	
GROUND SURFACE ELEVATION:			TIME:		
WATER TABLE DEPTH (ft): 3.5'			DATE: 15-JAN-2015		LOGGED BY: G. DREW

DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/MILD

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2- 3- 4	7	1		SP	Poorly Graded Sand - Gray fine sand.	Safety hammer used 0 to TERM.	12	11			
	13- 7- 10	17	2		SP-SM	Poorly Graded Sand with Silt and Gravel - Brown slightly silty fine sand and gravel (limerock fragments).						
	11- 6- 10	16	3		SP	Poorly Graded Sand - Gray fine sand.						
5	3- 2- 2	4	4		SC-SM	Silty Clayey Sand - Gray silty clayey fine sand.						
	6- 7- 9	16										
	10- 7- 7	14	5									
10	7- 7- 7	14	6									
						TERMINATED @ 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.154'

OFFSET: W081°49.122'

DATE DRILLED: 16-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 4'

DATE: 16-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW






DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/COOL

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3- 4- 3	7	1		SP	Poorly Graded Sand - Gray fine sand.	Safety hammer used 0 to TERM.	18	17			
	3- 4- 6	10	2		SP-SM	Poorly Graded Sand with Silt - Gray slightly silty fine sand.						
	5- 38- 17	55	3			Soft Weathered Limestone.						
5	4- 2- 5	7	4		SC-SM	Silty Clayey Sand - Gray silty clayey fine sand.						
	8- 8- 8	16										
	8- 7- 8	15	5									
10	7- 12- 6	18	6			Soft Weathered Limestone.						
						TERMINATED IN WEATHERED LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												

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REVIEWED BY: GARY A. DREW, P.E.

FILE NO: 15-33-4501

BORING NO.: SPT-17

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN

STATION: N26°45.126'

OFFSET: W081°49.119'

DATE DRILLED: 16-JAN-2015

START:

FINISH:

GROUND SURFACE ELEVATION:

TIME:

CLIENT: HOLE MONTES

PROJECT: NALLE GRADE STORMWATER PARK

LOCATION: LEE COUNTY, FLORIDA

WATER TABLE DEPTH (ft): 4'

DATE: 16-JAN-2015

DRILL CREW: WOOTEN/SLEE

LOGGED BY: G. DREW




DRILL MAKE & MODEL: CME-55

BIT: 3-7/8" DIA. TRICONE ROLLER

DRILLING RODS: NW

DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID

WEATHER CONDITIONS: OVERCAST/COOL

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2- 2- 3	5	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	3- 2- 2	4										
	12- 27- 12	39	2			Soft Weathered Limestone.						
5	5- 6- 9	15	3		SC-SM	Silty Clayey Sand - Gray silty clayey fine sand.	Layers of fine sand 4.5' to 10.5'					
	4- 4- 5	9										
	5- 4- 2	6										
10	7- 8- 7	15	4			TERMINATED AT 10.5'						
15												
20												
25												
30												
35												



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REVIEWED BY: GARY A. DREW, P.E.








FILE NO: 15-33-4501

BORING NO.: SPT-18

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN
STATION: N26°45.130' **OFFSET:** W081°49.108'
DATE DRILLED: 16-JAN-2015 **START:** **FINISH:**
GROUND SURFACE ELEVATION: **TIME:**
WATER TABLE DEPTH (ft): 4' **DATE:** 16-JAN-2015







CLIENT: HOLE MONTES
PROJECT: NALLE GRADE STORMWATER PARK
LOCATION: LEE COUNTY, FLORIDA
DRILL CREW: WOOTEN/SLEE **LOGGED BY:** G. DREW

DRILL MAKE & MODEL: CME-55 **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** OVERCAST/COOL

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	4- 3- 2	5	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	2- 3- 3	6	2					23	3.3			
	3- 4- 2	6	3									
5	6- 5- 6	11	4		SC	Clayey Sand - Yellowish-brown clayey fine sand.	Layer of weathered limestone @ 4'					
	5- 5- 5	10										
	4- 2- 5	7	5			Soft Weathered Limestone.						
10	2- 2- 2	4	6		SC	Clayey Sand - Gray clayey fine sand.						
						TERMINATED @ 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN			CLIENT: HOLE MONTES		
STATION: N26°45.140'		OFFSET: W081°49.103'		PROJECT: NALLE GRADE STORMWATER PARK	
DATE DRILLED: 16-JAN-2015		START:		FINISH:	
GROUND SURFACE ELEVATION:			TIME:		LOCATION: LEE COUNTY, FLORIDA
WATER TABLE DEPTH (ft): 3'			DATE: 16-JAN-2015		DRILL CREW: WOOTEN/SLEE
LOGGED BY: G. DREW					

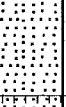



DRILL MAKE & MODEL: CME-55	BIT: 3-7/8" DIA. TRICONE ROLLER	DRILLING RODS: NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID		WEATHER CONDITIONS: OVERCAST/COOL

DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	2- 2- 2	4	1		SP	Poorly Graded Sand - Brown fine sand.	Safety hammer used 0 to TERM.					
	2- 2- 2	4			SC-SM	Silty Clayey Sand - Brown silty clayey fine sand.						
	3- 2- 2	4			SP	Poorly Graded Sand - Gray fine sand.						
5	4- 5- 7	12	2		SC	Clayey Sand - Light gray clayey fine sand.		17	16			
	6- 5- 5	10				Soft Weathered Limestone.						
	3- 3- 3	6	3									
10	4- 38- 24	62	4			TERMINATED IN WEATHERED LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												

BORING LOCATION: SEE FIGURE 2 - BORING LOCATION PLAN
STATION: N26°44.968' **OFFSET:** W081°49.175'
DATE DRILLED: 16-JAN-2015 **START:** **FINISH:**
GROUND SURFACE ELEVATION: **TIME:**
WATER TABLE DEPTH (ft): 3' **DATE:** 16-JAN-2015

CLIENT: HOLE MONTES
PROJECT: NALLE GRADE STORMWATER PARK
LOCATION: LEE COUNTY, FLORIDA
DRILL CREW: WOOTEN/SLEE **LOGGED BY:** G. DREW

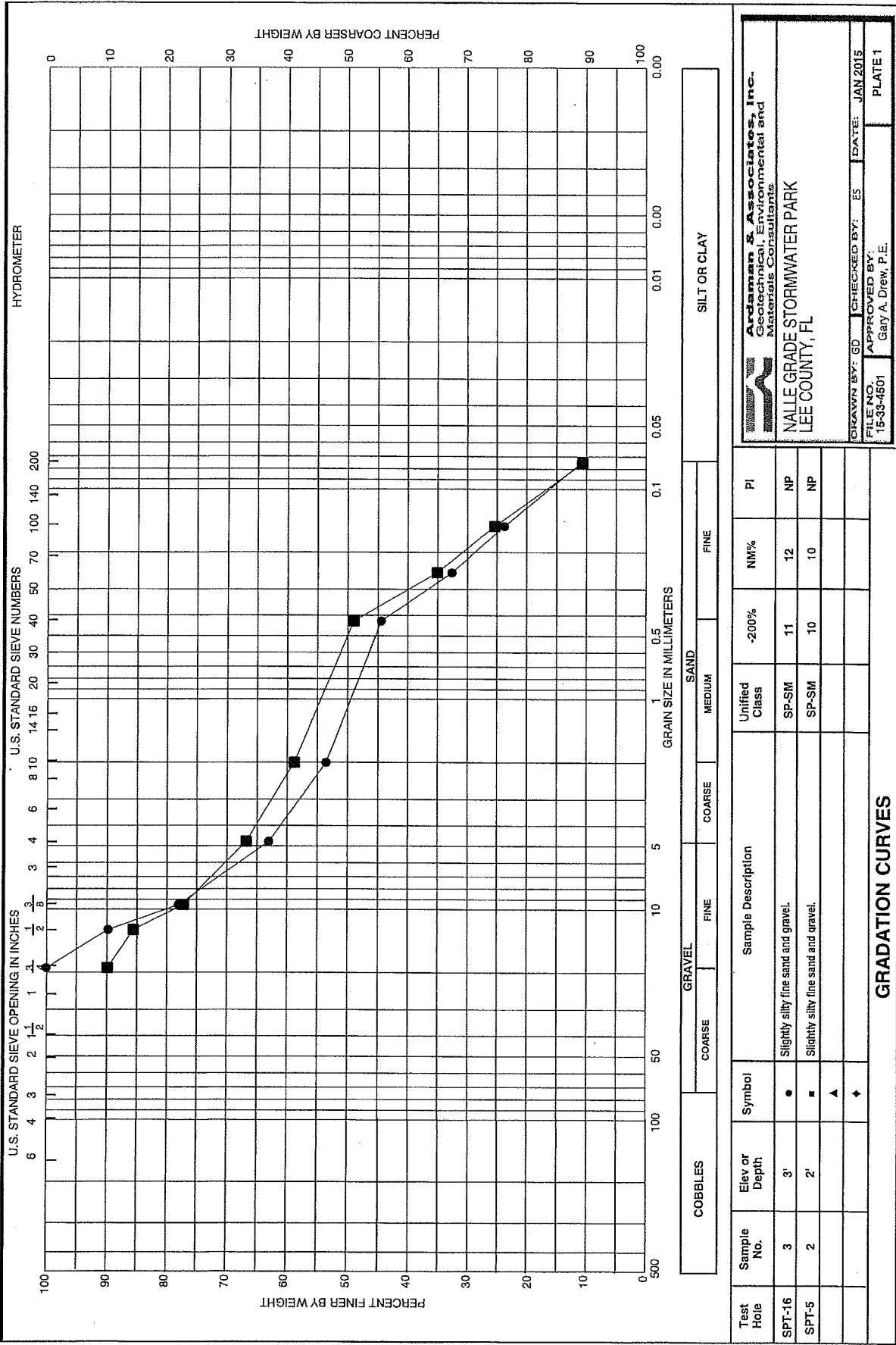
DRILL MAKE & MODEL: CME-55 **BIT:** 3-7/8" DIA. TRICONE ROLLER **DRILLING RODS:** NW
DRILLING METHOD: ROTARY WASH WITH DRILLING FLUID **WEATHER CONDITIONS:** PARTLY CLOUDY/COOL/BREEZY

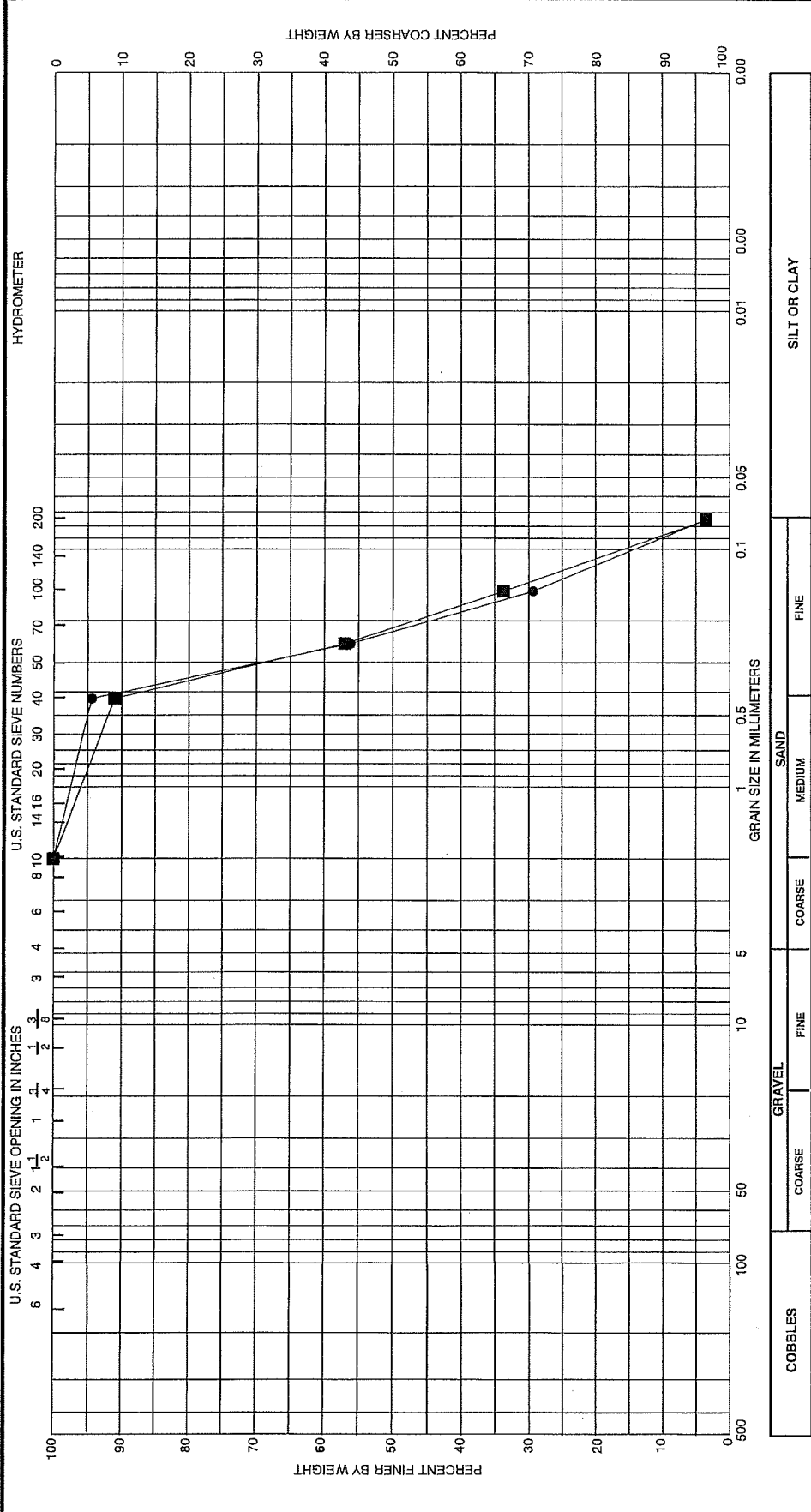
DEPTH, FT.	BLOWS	SPT N-VALUE	SAMPLE NO.	GRAPHIC LOG	USCS	SOIL DESCRIPTION	REMARKS	% WATER CONTENT	PERCENT FINES	% ORGANIC CONTENT	LIQUID LIMIT	PLAST. INDEX
0	3-4-4	8	1		SP	Poorly Graded Sand - Light brown fine sand.	Safety hammer used 0 to TERM.					
	3-2-2	4										
	4-4-4	8	2		SP-SM	Poorly Graded Sand with Silt - Brown slightly silty clayey fine sand.						
	3-4-4	8										
5	3-2-2	4	3									
	3-1-3	4										
	1-2-6	8	4			Soft Weathered Limestone.						
10						TERMINATED IN WEATHERED LIMESTONE @ 10.5'						
15												
20												
25												
30												
35												

APPENDIX 2

GRAIN-SIZE DISTRIBUTION SHEETS – PLATES 1 & 2







APPENDIX 3

- **SOIL BORING, SAMPLING AND TESTING METHODS
PROJECT SOIL DESCRIPTION PROCEDURE – UNIFIED**



SOIL BORING, SAMPLING AND TESTING METHODS

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6 m) long, 2-inch (50 mm) O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches (0.45 m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76 m). The number of blows needed for each 6 inches (0.15 m) of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch (0.15 m) increments penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Q_u):

Cohesionless Soils:	<u>N-Value</u>	<u>Description</u>	
	0 to 4	Very loose	
	4 to 10	Loose	
	10 to 30	Medium dense	
	30 to 50	Dense	
	Above 50	Very dense	

Cohesive Soils:	<u>N-Value</u>	<u>Description</u>	<u>Q_u</u>
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5-foot (1.5 m) intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling with neat cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangements have been made.

POWER AUGER BORINGS

Auger borings are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5 m) sections. It is powered by the

rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is described and representative samples put in bags or jars and returned to the laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5 m]) depth or when access is not available to power drilling equipment. A 3-inch (75 mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15 m) intervals and its contents emptied for inspection. Sometimes post-hole diggers are used, especially in the upper 3 feet (1 m) or so. The soil sample obtained is described and representative samples put in bags or jars and transported to the laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stroke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed. Undisturbed sampling is noted on the boring logs as thus "U-".

LABORATORY TEST METHODS

Soil samples returned to our laboratory are looked at again by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report. The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is in general accordance with the Unified Soil Classification System (ASTM D-2487) and is also based on visual-manual procedures. Following is a list of abbreviations that may appear in the Remarks column on the boring logs indicating additional laboratory testing was performed.

- DD - Dry Density of Undisturbed Sample
- k - Hydraulic Conductivity (Coefficient of Permeability)
- Qu - Unconfined Compression Strength; ASTM D-2166 (soil), D-2938 (rock)
- Consol - One-Dimensional Consolidation test performed on subsample from undisturbed sample; ASTM D-2425 (report usually presented in Appendix)

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHWEST FLORIDA⁽¹⁾
For use with the ASTM D 2487 Unified Soil Classification System

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

BOULDERS (> 12" [300 mm]) and COBBLES (3" [75 mm] TO 12" [300 mm]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
 Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5% -- no mention of gravel in description
5 - 15% -- trace
15 - 29% -- some
30 - 49% -- gravelly (shell, limerock, cemented sands)

SANDS

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 μ m) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 μ m) Sieve to No. 40 (425 μ m) Sieve

Descriptive adjectives:

0 - 5% -- no mention of sand in description
5 - 15% -- trace
15 - 29% -- some
30 - 49% -- sandy

SILT/CLAY: < #200 (75 μ m) sieve

SILTY OR SILT: PI < 4

SILTY CLAYEY OR SILTY CLAY: 4 \leq PI \leq 7

CLAYEY OR CLAY: PI > 7

Descriptive adjectives/adverbs:

< - 5% -- clean (no mention of silt or clay in description).
5 - 12% -- slightly
to 15%
16 - 35% -- clayey, silty, or silty clayey
36 - 49% -- very

ORGANIC SOILS

Organic Content	Descriptive Adjectives	Classification
0 - 2.5%	usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add "with organic fines" to group name

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHWEST FLORIDA⁽¹⁾
For use with the ASTM D 2487 Unified Soil Classification System

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

ORGANIC SOILS (Continued):

Organic Content	Descriptive Adjectives	Classification
5 - 30%	organic	SM with organic fines Organic Silt (OL) Organic Clay (OL) Organic Silt (OH) Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER

	Description	
30-75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE

<u>Descriptive Term</u>	<u>Thickness</u>
with interbedded seam	-- less than 1/2-inch (13 mm) thick
layer	-- 1/2 to 12-inches (13 to 300 mm) thick
stratum	-- more than 12-inches (300 mm) thick
pocket	-- small, erratic deposit, usually less than 1-foot
lens	-- lenticular deposits
occasional	-- one or less per foot of thickness
frequent	-- more than one per foot of thickness
calcareous	-- containing calcium carbonate (reaction to diluted HCL)
hardpan	-- spodic horizon usually medium dense
marl	-- mixture of carbonate clays, silts, shells and sands.

ROCK CLASSIFICATION (FLORIDA) CHART

<u>Symbol</u>	<u>Typical Description</u>
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

(1) This soil description procedure was developed specifically for projects in southwest Florida because it is believed that the terminology will be better understood as a result of local practice. It is not intended to supplant other visual-manual classification procedures for description and identification of soils such as ASTM D 2488.
 BY: G.A. DREW, P.E. (1995)

TABLE 1 Soil Classification Chart

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
COARSE-GRAINED SOILS More than 50 % retained on No. 200 sieve	Gravels More than 50 % of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5 % fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well-graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
		Gravels with Fines More than 12 % fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}
	Sands 50 % or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5 % fines ^C	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^F
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly graded sand ^F
		Sands with Fines More than 12 % fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
FINE-GRAINED SOILS 50 % or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
		organic	$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OL	Organic clay ^{K,L,M,N} Organic silt ^{K,L,M,O}
	Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic silt ^{K,L,M}
		organic	$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OH	Organic clay ^{K,L,M,P} Organic silt ^{K,L,M,O}
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor			PT	Peat

^a Based on the material passing the 3-in. (75-mm) sieve.

^b If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^c Gravels with 5 to 12 % fines require dual symbols:

GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^d Sands with 5 to 12 % fines require dual symbols:

SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

$$e \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^f If soil contains ≥ 15 % sand, add "with sand" to group name.

^g If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^h If fines are organic, add "with organic fines" to group name.

ⁱ If soil contains ≥ 15 % gravel, add "with gravel" to group name.

^j If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.

^k If soil contains 15 to 29 % plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^l If soil contains ≥ 30 % plus No. 200, predominantly sand, add "sandy" to group name.

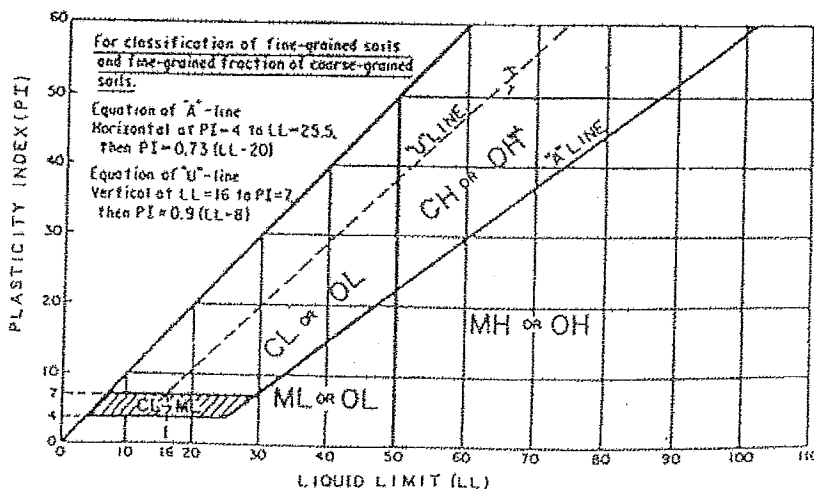
^m If soil contains ≥ 30 % plus No. 200, predominantly gravel, add "gravelly" to group name.

ⁿ $PI \geq 4$ and plots on or above "A" line.

^o $PI < 4$ or plots below "A" line.

^p PI plots on or above "A" line.

^q PI plots below "A" line.



Attachment D

DEP AGREEMENT NO. S0727
AMENDMENT NO. 1

THIS AGREEMENT as entered into on November 20, 2014 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the “Department”) and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the “Grantee”) is hereby amended.

WHEREAS, \$500,000 of federal funding through Grant Agreement No. C9-994517-0 (“31917”) has been awarded to support the Nalle Grade Stormwater Park project; and,

WHEREAS, due to record rainfall in the project area in the spring and early summer months of 2017, followed by the impacts of Tropical Storm Invest 92L (August 25-27, 2017) and Hurricane Irma (September 9-11, 2017), Lee County staff has had to prioritize emergency work; and,

WHEREAS, due to design and permitting delays and the addition of monitoring to be conducted after construction is complete, the Grantee has requested a time extension to complete the project; and,

WHEREAS, the Department has agreed to an extension of forty-eight (48) months; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 2 is hereby deleted in its entirety and replaced with the following:

This Agreement shall begin upon execution by both parties and shall remain in effect until July 19, 2022, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution of Amendment 1 to this Agreement through the expiration date of the Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2016 for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

2. Paragraph 3.A. is hereby deleted in its entirety and replaced with the following:

As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$1,000,000 towards the total estimated Project cost of \$2,000,000. The parties hereto understand and agree that this Agreement requires at least a fifty percent (50%) match of the total Project cost on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,000,000 through cash or third party in-kind contribution towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. The Grantee will report those additional expenditures to the Department in the Final Report as required under the Final Report task in **Attachment A**. If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee’s required match may be reduced proportionately, as long as at least a fifty percent (50%) match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

3. Paragraph 4 is hereby deleted in its entirety and replaced with the following:

The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

4. Paragraph 9 is hereby deleted in its entirety and replaced with “RESERVED”.

5. Paragraph 12.A. is hereby deleted in its entirety and replaced with the following:

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.C. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

6. Paragraph 16 is hereby deleted in its entirety and replaced with the following:

The Department’s Grant Manager for this Agreement is identified below:

Michael M. Scheinkman, or Successor	
Florida Department of Environmental Protection	
Nonpoint Source Management Program	
3900 Commonwealth Boulevard, MS# 3570	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2951
E-mail Address:	Michael.Scheinkman@dep.state.fl.us

If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties’ records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

7. Paragraph 22 is hereby deleted in its entirety and replaced with the following:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee’s match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

8. The following is hereby added to the Agreement as Paragraph 26:

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160,

Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment F, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

9. The following is hereby added to the Agreement as Paragraph 27:

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment G, "Disclosure of Lobbying Activities,"** in accordance with the instructions.

10. The following is hereby added to the Agreement as Paragraph 28:

Inspector General Audit Cooperation. The Grantee understands its duty, pursuant to subsection 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts and/or subagreements issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors and/or subgrantees.

11. The following is hereby added to the Agreement as Paragraph 29:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

12. The following is hereby added to the Agreement as Paragraph 30:

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

13. Attachment A, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Grant Work Plan**.

14. Attachment E, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E shall hereinafter refer to **Attachment E-1, Revised Special Audit Requirements**.

15. Attachment F, Quality Assurance Requirements for Contracts and Grants, is hereby attached hereto and made a part of the Agreement.

16. Attachment G, Disclosure of Lobbying Activities, is hereby attached hereto and made a part of the Agreement.

17. Attachment H, Grant Award Terms - EPA 31917, is hereby attached hereto and made a part of the Agreement.
18. Attachment I, Contract Provisions for EPA-Funded Agreements, is hereby attached hereto and made a part of the Agreement.
19. Attachment J, Public Records Requirements, is hereby attached hereto and made a part of the Agreement.
20. All references to OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133 are replaced by reference to 2 Code of Federal Regulations, Part 200.
21. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
*Title: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

Office of County Attorney

Michael Scheinkman, DEP Grant Manager

DEP QC Reviewer

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Grant Work Plan (5 Pages)
Attachment	E-1	Revised Special Audit Requirements (5 pages)
Attachment	F	Quality Assurance Requirements for Contracts and Grants (6 pages)
Attachment	G	Disclosure of Lobbying Activities (2 pages)
Attachment	H	Grant Award Terms - EPA 31917 (10 pages)
Attachment	I	Contract Provisions for EPA-Funded Agreements (14 pages)
Attachment	J	Public Records Requirements (2 pages)

ATTACHMENT A-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Nalle Grade Stormwater Park

PROJECT LOCATION: The Project will be located at 8350 Nalle Grade Road, Fort Myers Florida 33917 in the Bayshore Creek watershed, which is located within North Fort Myers in Lee County. Project Coordinates: 26.7539, -81.8190.

PROJECT BACKGROUND: Lee County (Grantee) commissioned the North Fort Myers Surface Water Master Plan to evaluate and implement recommendations to improve water quality and quantity of the watersheds in North Fort Myers. Bayshore Creek is a tributary to the tidal Caloosahatchee River that is currently part of a Basin Management Action Plan (BMAP) to meet the Total Nitrogen Total Maximum Daily Load (TMDL). The contributing area for Bayshore Creek watershed is approximately 3 square miles in Lee County and 12 square miles in Charlotte County, with pollutant load contributions mainly from agricultural and low density single-family home land use. Inundation in the watershed poses flooding problems for the residential areas and agricultural operations, along with water quality issues resulting from runoff. One of the main objectives of the Nalle Grade Stormwater Park is to reduce pollutant load discharge into the Caloosahatchee River.

PROJECT DESCRIPTION: The Grantee will construct the Nalle Grade Stormwater Park that will consist of a treatment train utilizing two (2) open water areas along Bayshore Creek and Nalle Grade Road and a created linear vegetated filter marsh along Nalle Grade Road. The facility located within Bayshore Creek watershed is intended for providing water quality benefits, flood protection, wild life habitat and recreational opportunities for the community.

Task 1: Design and Permitting

Task Description: The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of Nalle Grade Stormwater Park and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee; 2) Summary of design activities to date, representing time-period covered in the matching funds payment request; 3) An electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may document its payments towards meeting its match requirement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Construction

Task Description: The Grantee will construct the Nalle Grade Stormwater Park in accordance with the construction contract documents.

Deliverable 2a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance and brief description of the completed work by the Grantee; 2) dated color photographs of on-going work representing time-period covered in payment request.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description.

Deliverable 2b: Nalle Grade Stormwater Park constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance and brief description of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than quarterly.

Task 3: Public Education

Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: Brochures, Public Service Announcements (PSA), and Kiosks/sign(s) installed at the project location.

Any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement C9-994517-0 ("31917") to the Lee County Board of County Commissioners through an agreement/contract with the Nonpoint Source Management Program of the Florida Department of Environmental Protection. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Deliverable 3a: 1) Copy of draft print-ready brochure(s) submitted to the Department's Grant Manager for review and approval prior to final printing and distribution; 2) copy of the draft PSA submitted to the Department's Grant Manager for review and approval before airing and distribution; and 3) copy of draft kiosk/sign(s) text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and distribution. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 3b: Completed public education activities to date as described in this task, as evidenced by: 1) A copy of the final printed materials with number distributed and where; 2) summary of airing dates for final approved PSA; and 3) dated photograph(s) of installed kiosk/sign(s) as approved. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration.

Task 4: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 4a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 4b: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been taken into consideration and the Final QAPP is in compliance with this Agreement and the quality assurance requirements.

Task 5: Monitoring

Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 4).

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements.

Task 6: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.

- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

The following language shall be included on the cover page of the Final Report:

“This Project and the preparation of this report has been funded wholly or in part by the U.S. Environmental Protection Agency (EPA) to the Lee County Board of County Commissioners through an agreement/contract with the Nonpoint Source Management Program of the Florida Department of Environmental Protection under federal grant agreement C9-994517-0 (“31917”). The total cost of the Project was \$[show actual amount], of which \$[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.”

Deliverable 6a: An electronic copy of the draft Final Report in Word format submitted to the Department’s Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department’s Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for consideration of incorporation into the Final Report.

Deliverable 6b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department’s Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department’s Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date. For the 319(h) grant funded and required match funded task, if there are any conflicts between the completion dates in the task timeline below and the 319 grant end date, 9/30/2021, then the grant end date is controlling. If at any time, this Grant Agreement is amended to extend the Grant Agreement end date, in no event shall 31917 grant funded or match funded project work be authorized past EPA’s 319(h) 2017 grant end date of September 30, 2021.

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Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	10/1/16	2/19/19	2/19/19
2	Construction	Upon Execution of Amendment No. 1	6/19/20	6/19/20
3	Public Education	10/1/16	9/19/21	9/19/21
4	Quality Assurance Project Plan (QAPP)	10/1/16	1/19/20	1/19/20
4a	Draft QAPP			10/19/19
4b	Final QAPP			1/19/20
5	Monitoring	Upon QAPP Approval	6/19/21	6/19/21
6	Final Report	10/1/16	9/19/21	
6a	Draft Final Report			6/19/21
6b	Final Report			9/19/21

Note that, per paragraph 4 of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	319 Grant Budget Amount	Legislative Appropriation Grant Budget Amount (319 Match)	Grantee Match Amount (319 Match)
1	Contractual Services	\$0	\$0	\$40,000
	TOTAL FOR TASK	\$0	\$0	\$40,000
2	Contractual Services	\$500,000	\$500,000	\$960,000
	TOTAL FOR TASK	\$500,000	\$500,000	\$960,000
3	No Grant and Match Funds associated with this Task			
4	No Grant and Match Funds associated with this Task			
5	No Grant and Match Funds associated with this Task			
6	No Grant and Match Funds associated with this Task			
Total:		\$500,000	\$500,000	\$1,000,000
Total DEP Grant Funds:		\$1,000,000		
Total Grantee Match Funds:				\$1,000,000
Total Project Cost		\$2,000,000		

Budget Narrative: The Legislative Appropriation grant funding and Grantee funding will be counted as match to the 319(h) Grant. The Grantee may claim allowable project expenditures made on or after October 1, 2016 for purposes of meeting its match requirement for the 31917 grant.

ATTACHMENT E-1

REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	U.S. Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	\$500,000	140076

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

				Total Award	\$1,000,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F
Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if

applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. FIELD ACTIVITIES

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
- b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.

- c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
- d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
- e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.
- g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
- h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure

- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
 - ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified in **Attachment A, Grant Work Plan**.

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
- b. PLANNING REVIEW AUDITS –
 - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, or as described in **Attachment A**, the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
- c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
 - (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
 - (ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.
 - (iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. QA PLAN

- a. The contractor shall submit the contract QA plan identified in **Attachment A** to the DEP contract manager in accordance with the schedule set forth in **Attachment A** and **prior to the commencement of field and laboratory activities**. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager.
- b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days or as specified in **Attachment A**, of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days or as specified in **Attachment A**, from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days, or as specified in **Attachment A** of receipt of any revisions.
- d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).

- f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to :
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA plan; and
 - ▶ Using only the equipment approved in the QA plan.
 - g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be provided as one or more of the following, as described in **Attachment A**:
 - (i) Provided in a new contract QA plan;
 - (ii) Provided as amended sections of the current contract QA plan;
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.
7. **DELIVERABLES**
- a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:
 - (i) Reports of planning review audits as specified in item 5.b. above.
 - (ii) Statements of usability as specified in item 5.d. above.
 - (iii) Contract QA plan, per Section 6, above.
8. **CONSEQUENCES**
- a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:
 - (i) Immediate termination of the contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment H

Please note that for this attachment, the Florida Department of Environmental Protection (FDEP) is the "recipient". FDEP's Grantee is the "subrecipient".

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 99451517	DATE OF AWARD 08/30/2017
		MODIFICATION NUMBER: 0	MAILING DATE 09/06/2017
		PROGRAM CODE: C9	ACH# 40199
		TYPE OF ACTION New	
RECIPIENT TYPE: State		PAYEE: Florida Department of Environmental Protection	
RECIPIENT: Florida Department of Environmental Protection			
PROJECT TITLE AND DESCRIPTION Non point Source Implementation This action approves funding in the amount of \$6,324,800 to the State of Florida Department of Environmental Protection for the implementation of programs and projects designed to reduce non point source pollution to achieve and maintain beneficial use of water in the State.			
BUDGET PERIOD 10/01/2016 - 09/30/2021	PROJECT PERIOD 10/01/2016 - 09/30/2021	TOTAL BUDGET PERIOD COST \$10,541,333.00	TOTAL PROJECT PERIOD COST \$10,541,333.00
NOTICE OF AWARD			
Based on your Application dated 07/07/2017 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$6,324,800. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$6,324,800. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official			DATE 08/30/2017

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 6,324,800	\$ 6,324,800
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$ 716,577	\$ 716,577
Local Contribution	\$	\$ 3,499,956	\$ 3,499,956
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 10,541,333	\$ 10,541,333

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.460 - Nonpoint Source Implementation	Clean Water Act: Sec. 201(g)(1)(B) Under Sec. 319(h)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1704VX7026	17	E1	04V2	202B01	4113	-	-	3,491,990
-	1704VX7068	17	E1	04V2	202B01	4113	-	-	2,832,810
									6,324,800

Budget Summary Page: FL FY17 319(h) NPS

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$973,278
2. Fringe Benefits	\$556,677
3. Travel	\$49,000
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$0
7. Construction	\$0
8. Other	\$8,262,678
9. Total Direct Charges	\$9,842,133
10. Indirect Costs: <u>40.07%</u> Base <u>Direct Costs</u>	\$699,200
11. Total (Share: Recipient <u>40.00 %</u> Federal <u>60.00 %</u>.)	\$10,541,333
12. Total Approved Assistance Amount	\$6,324,800
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$6,324,800
15. Total EPA Amount Awarded To Date	\$6,324,800

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at : <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>. The applicable terms and conditions below are in addition to the general terms and conditions noted above

1. ANNUAL FFR (INTERIM) PURSUANT TO 2 CFR 200.327

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (FFR, SF-425) to EPA no later than 90 calendar days following the anniversary of the award date. The form is available on the internet at: <http://www2.epa.gov/financial/forms>.

The following reporting period end dates shall be used for interim annual reports : 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final FFR to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at: <http://www2.epa.gov/financial/forms>. All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.

2. UTILIZATION OF SMALL , MINORITY AND WOMEN 'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE , 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING , 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the Regional MBE/WBE Coordinator with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year.

Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

Current Fair Share Objective /Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Combined MBE/WBE (DBE):
Includes Construction, Equipment, Services and Supplies 10%

Negotiating Fair Share Objectives /Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives . The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission . If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial

assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained :

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities . For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources .

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules , where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process . This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date .

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process .

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually .

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce .

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section .

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST , 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant , agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to , or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

Nationally Consistent Programmatic § 319 Grant Conditions

1) Reporting Requirements

The recipient agrees to comply with all reporting requirements required by EPA regulation 2 CFR 200 §§ 319(h)(10) and (11) of the Clean Water Act, and by the *Nonpoint Source Program and Grants Guidelines for States and Territories*. (2013) Failure to comply with the above referenced reporting requirements may result in a disruption of grantee funding and/or early termination of the grant agreement in accordance with 2 CFR 200.

2) Project Reports

The recipient agrees to submit reports for all projects identified in the approved work plan , including those performed by the recipient, subgrantees, contractors, and through interagency agreements. Reports shall include a comparison of actual accomplishments to the outputs/outcomes established in the workplan for that period, the reasons for slippage if those outputs/outcomes could not be met, and any other pertinent

information such as cost overruns. Reports are due **December 31st** each year until the grant is closed. Reports can be submitted in GRTS. In accordance with **2 CFR 200.328** the recipient agrees to inform EPA as soon as problems, delays or adverse conditions arise which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

A final project report is due to the EPA project officer within 90 days after the end of the Assistance Agreement Project Period. The report must describe project activities and identify and discuss the extent to which project goals have been achieved, and the amount of funds spent on the project. The report should emphasize successes, failures, lessons learned, load reduction data, and should include any available water quality and habitat data demonstrating project results. Acceptance and approval of final project reports is the responsibility of the recipient. Final project reports will be provided electronically as attachments in GRTS, and submitted in hard copy if required. In addition, the GRTS database should be updated to reflect the project status as complete.

3) Annual Nonpoint Source (NPS) Program Report :

The recipient agrees to provide information required under § 319(h)(11) of the Clean Water Act for the purpose of annual reporting on progress under the State's NPS management program. The § 319 Annual Program Report will be due by December 31st. At a minimum, the report shall contain a summary of progress, including rationale/evidence, in meeting the schedule of milestones in the approved management program and reductions in NPS pollutant loading and improvements in water quality that has resulted from implementation of the NPS management program. Failure to submit the annual NPS program report may affect the recipient's eligibility for future § 319 grant funding.

4) GRTS:

The recipient shall enter all mandated data elements into the Grants Reporting and Tracking System (GRTS) for NPS projects funded under § 319 of the Clean Water Act, according to deadlines specified by EPA. ***Data should be updated twice a year by the end of March and the end of September .***

Initial data entry is due 90 days from award and includes all mandated data elements except the geographic area (if still to be determined), best management practices (BMPs) and load reduction data. The recipient will report BMP and load reduction data as projects are implemented. At a minimum, the BMP and load reduction data will be reported by February 15th of each year for projects implementing BMPs in the previous fiscal year.

State staffing should be 100% accounted for by project period. See GRTS (category and codes) for guidance.

5) Quality Assurance

The recipient agrees to continue to implement and adhere to its EPA-approved Quality Management Plan (QMP) in accordance with EPA QA/R-2, EPA Requirements for Quality Management Plans. If not included under the approved QMP, a stand-alone QAPP is required for those projects/activities that result in the collection and/or generation of environmental information, metrics or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. The QAPPs will be reviewed and approved by the Recipient prior to the reimbursement for collection of any environmental information or data. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.

6) STORET Data Reporting

The recipient agrees to enter water quality monitoring data, for data collected in a waterbody pursuant to the implementation of a § 319 project, into EPA's "storage and retrieval" (STORET) data system. All water quality data generated with § 319 funding, either directly or by sub-award, are required to be transmitted into the STORET data warehouse using either the Water Quality Exchange (WQX) or WQXweb.

7) Sufficient Progress

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction

with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. In determining sufficient progress, EPA may also consider the rate of expenditure of funds (unliquidated obligations), as well as the findings from the most recent § 319 performance and progress determination. (See EPA's *Guidance and Checklist for Determining Progress of State NPS Management Programs and Performance of CWA Section 319 Grants* .)

8) Watershed-based Plans

Under the § 319 guidelines, use of § 319 "watershed project" funds requires that a watershed-based plan which includes all of the information in elements (a)-(i) as described in the § 319 grant guidelines, or an acceptable alternative plan be completed prior to implementation of on-the-ground projects. The recipient shall ensure a watershed-based plan or acceptable alternative plan is completed prior to beginning to implement any on-the-ground project with § 319 watershed project funds.

Upon request by EPA, the recipient shall provide a copy of any watershed-based plan or acceptable alternative plan funded under § 319 as well as any available information regarding the status of implementation activities and results, including but not limited to any reports on BMP's implemented; § 319 funds expended; contributions of funds by other sources to assist in implementation of the watershed-based plans (to the extent this information is readily available to the State); results achieved; and other relevant and appropriate information

9) Operation and Maintenance

The recipient will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The recipient shall include a provision in every applicable sub-agreement (subgrant or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

10) Maintenance of Effort / Required Non-Federal Match

State expenditures for NPS implementation activities must meet the maintenance of effort (MOE) level required under § 319(h)(9) of the Clean Water Act. A 40% non-federal program match is also required. The state should assure that the MOE and match requirements have been satisfied and report this through the final Federal Financial Report (FFR) at the end of the budget period.

11) Limitation on Administrative Costs

In accordance with § 319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

12) Obligation and Outlay of Funds

In accordance with § 319(h)(6) of the Clean Water Act, the recipient will show commitment to expend the funds awarded in this grant and to complete the funded projects in accordance with its EPA approved Nonpoint Source management program and the approved work plan. The recipient will award all proposed contracts, subgrants and interagency agreements within one year after grant award.

13) Food and Refreshments

Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- I. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);

II. A description of the purpose, agenda, location, length and timing for the event.

III. An estimated number of participants in the event and a description of their roles .

Recipients may address questions about whether costs for light refreshments , and meals for events are allowable to the recipient's EPA project officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability . Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning , afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

14) Permits

The recipient agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal , state or local laws. The subgrantee's project implementation plan must identify permits that may be needed to complete work plan activities. The recipient must keep documentation regarding necessary permits in the project file. EPA approval of a workplan does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity .

15) Participation in Regional and National Meetings

The recipient agrees to attend annual NPS Manager's meetings and GRTS users meeting, as scheduled, unless agreed upon in advance by the EPA Project Officer.

16) NPS Success Stories

The recipient must draft and submit to EPA all applicable NPS Program Success Stories which highlight projects resulting in the restoration of waterbodies .

17) Substantial Involvement condition

[if a cooperative agreement (only if applicable):]

Substantial Federal involvement with the recipient is anticipated during the performance of the cooperative agreement. This Federal involvement may include :

1. Monitoring by EPA of the recipient's performance.
2. Consultation and collaboration on technical matters that will help the recipient carry out the agreement effectively.
3. EPA's prior review and approval of project phases if developed and the substantive terms of the proposed subawards the recipient enters into to carry out specific elements of the scope of work .

18) TMDLs Developed Under Section 319 Grant

For each § 319-funded TMDL, the recipient will provide the following supplemental information to support the load allocations specified in the TMDL :

(1) an identification of total NPS existing loads and total NPS load reductions necessary to meet water quality standards, by source type;

(2) a detailed identification of the causes and sources of NPS pollution by source type to be addressed in order to achieve the load reductions specified in the TMDL (e.g., acres of various row crops, number and size of animal feedlots, acres and density of residential areas); and (3) an analysis of the NPS management measures by source type expected to be implemented to achieve the necessary load reductions, with the recognition that adaptive management may be necessary during implementation .

19) Submission of Draft and Final Subgrant Workplans for EPA Review and Approval

Prior to award, the recipient agrees to submit draft subgrant workplans for all work to be completed under the grant for EPA review and comment. In addition, after award, in the event changes are made to the subgrant workplans, the recipient agrees to submit final workplans for *EPA review and approval prior to State final award and obligation*.

20) Watershed Plan - Public Accessibility

Within two years of the FY'15 award, the State shall provide copies of all watershed plans on a publically accessible website with relevant information on plan status (reviewed/approved, 9-element or not, etc.) In addition, from FY'15 forward, the State shall maintain information on new and revised watershed plans in the Grants Reporting and Tracking System (GRTS) watershed plan tracker. The watershed plan databases shall be updated and made current by the last day of each calendar year.

21) State Grant Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements .

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information . Transitory, user-controlled connections such as website browsing are excluded from this definition .

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

22) Competency of Organizations Generating Environmental Measurement Data - In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process . A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

23) Geospatial Data Standards - In accordance with Circular A-16 and CIO Policy Transmittal 05-002, all geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

ATTACHMENT I

Contract Provisions for EPA-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Recipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Recipients shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

ENVIRONMENTAL PROTECTION AGENCY-SPECIFIC

21. EPA General Terms and Conditions (for purposes of compliance *within the EPA General Terms and Conditions only*, “Recipient” refers to the Department and “Subrecipient” refers to the Grantee).

Recipients and subrecipients shall comply with EPA General Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.epa.gov/grants/grant-terms-and-conditions>, and incorporated by reference.

22. EPA’s Prohibition on Paying Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in the Grant Work Plan.

23. EPA Cybersecurity Conditions

Recipients shall comply with the EPA Grant Cyber Security Conditions located at <https://www.epa.gov/grants/state-grant-cybersecurity-condition>, last amended July 6, 2015.

24. Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321)

Recipients shall comply with the Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321). This act relates to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.

25. EPA Regulations

Recipients shall comply with the following regulations: 40 CFR 4, 40 CFR 12, 40 CFR 12, 40 CFR 29, 40 CFR 33.302, 40 CFR 33.501(b) and (c), 40 CFR 34, 40 CFR 35, 2 CFR 1500, and 2 CFR 1532.

26. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the Recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

27. EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises.

Acceptance of the funds awarded under this Agreement requires general compliance with the EPA’s Disadvantaged Business Enterprise (DBE) Program pursuant to 40 CFR, Part 33. Recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Recipients shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts and/or subcontracts awarded under EPA financial assistance agreements. Failure by the Recipient to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

Based on the amount awarded to the Department under the original Federal funding source for this Agreement, Recipients are subject to the reporting requirements of the EPA’s DBE Program. Recipients must complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) with the applicable required Payment Request Form(s).

The current EPA Form 5700-52A is included as an Exhibit to this Attachment, but it is also available from the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

The Department has negotiated its current “Fair Share” objective and goals with the EPA, which are listed in Attachment 7, Grant Award Terms. However, if the Grantee does not want to rely on the applicable Department’s MBE/WBE goals, the Grantee may contact the Department to coordinate the proposal of alternate MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment.

28. American Iron and Steel (Compliance with P.L. 113-76)

Recipients shall comply with the Consolidated Appropriations Act of 2014 (Public Law 113-76), if applicable. This act includes an American Iron and Steel (AIS) requirement, if applicable. Clean Water State

Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients are required to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works and if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

The appropriation language sets forth certain circumstances under which EPA may waive AIS requirements. Furthermore, the act exempts projects where engineering specifications and plans were approved by a state agency prior to January 17, 2014. §319(h) funded projects are excluded from this provision.

29. Geospatial Data Standards

Recipients must meet the EPA Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

30. Signage Required Term and Condition

a. Signage Requirements

The Recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

b. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

CLEAN WATER ACT SECTION 319 NON-POINT SOURCE ASSISTANCE AGREEMENTS-SPECIFIC

31. Non-Point Source Assistance Agreement Terms and Conditions

Recipients shall comply with the [Clean Water Act Section 319 Non-Point Source Assistance Agreements Public Awareness Terms and Conditions Effective October 1, 2014 \(PDF\)](#).

32. Operation and Maintenance

For Projects funded by EPA §319(h) funds, Recipients will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for Projects funded under this Agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. Likewise, the Recipient will assure that similar provisions are included in any sub-agreements that are awarded.

33. Nutrient Management Plans for Animal Feeding Operations

Recipients shall comply with the Nutrient Management Plans for Animal Feeding Operations as required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses

proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and, 9) addresses rate and timing of land application of manure and wastewater.

FLORIDA RURAL WATER ASSOCIATION TECHNICAL ASSISTANCE AND TRAINING GRANT AGREEMENT-SPECIFIC

34. Green Infrastructure Policy

Recipients shall comply with the EPA's Green Infrastructure Policy (established by the American Recovery and Reinvestment Act) for the Clean Water State Revolving Fund Program, if applicable. This policy provides guidance and a best practices guide for funding green infrastructure in the CWSRF program.

35. Clean Water State Revolving Fund

Recipients shall comply with the Clean Water State Revolving Fund Regulations (Title VI of the Clean Water Act, 40 CFR Part 35), if applicable. These regulations provide all applicable requirements of the EPA regulations and rules and procedures prescribed under the Clean Water State Revolving Funds Regulations.

36. Drinking Water State Revolving Fund Regulations

Recipients shall comply with the Drinking Water State Revolving Fund Regulations (40 CFR Part 35 Subpart L), if applicable. These regulations provide details on the requirements and functions of the Drinking Water State Revolving Fund, authorized under the Safe Drinking Water Act.

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FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000.																							
PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING																							
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30) 20____			1B. REPORT TYPE <input type="checkbox"/> Annual <input type="checkbox"/> Last Report (Project completed)																				
1C: REVISION OF A PRIOR YEAR REPORT? <input type="checkbox"/> No <input type="checkbox"/> Yes, Year _____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING: 																							
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)			3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:			3B. RECIPIENT REPORTING CONTACT Name: Address: Phone: Email:																				
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)			4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ _____ Recipient Share: \$ _____ <input type="checkbox"/> N/A (SRF Recipient)			5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) <input type="checkbox"/>																				
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) <div style="text-align: right;">Total Procurement Amount \$_____</div> <div style="text-align: center;">(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)</div>																							
5D. Were sub-awards issued under this assistance agreement? Yes ____ No ____ Were contracts issued under this assistance agreement? Yes ____ No ____																							
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table border="0" style="width: 100%;"><thead><tr><th></th><th>Construction</th><th>Equipment</th><th>Services</th><th>Supplies</th><th>Total</th></tr></thead><tbody><tr><td>\$MBE:</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>\$WBE:</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>							Construction	Equipment	Services	Supplies	Total	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	Construction	Equipment	Services	Supplies	Total																		
\$MBE:	_____	_____	_____	_____	_____																		
\$WBE:	_____	_____	_____	_____	_____																		
6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.) 																							
7. NAME OF RECIPIENT’S AUTHORIZED REPRESENTATIVE			TITLE																				
8. SIGNATURE OF RECIPIENT’S AUTHORIZED REPRESENTATIVE			DATE																				

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

[illegible]

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Attachment I, Exhibit 1

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment J

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

Attachment C **DEP CONTRACT / GRANT REVIEW FORM**

DEP Contract No. S0727 - Original Contract / Agreement

CONTRACTOR / GRANTEE INFORMATION

Name	Physical & Remit Address	City, State, Zip	Contact Person	Phone	FY End	FEID
Lee County	2120 Main Street	Fort Myers, FL 33901	Anura Karuna-Muni	239 533 8109	09/30	59-6000702

DEP CONTRACT / GRANT INFORMATION

DEP Contract/Grant No.: S0727		DEP Original Contract / Grant Agreement: <input checked="" type="checkbox"/> X		Amendment No.:		Funding Increment No.:	
Type: <input type="checkbox"/> Services <input checked="" type="checkbox"/> Grants <input type="checkbox"/> Commodities <input type="checkbox"/> Visitor Services <input type="checkbox"/> Other Type				Procurement Method: Exempt Governmental Entity			
Change Order No.:		Is travel cost reimbursable? No		DMS/Class Group: 973-360		Program Reference:	
Grant Information		Are federal funds supporting this Contract? NO		Are State funds supporting this contract being used as match to a federal grant? NO		Enter Federal Grant here & CFDA# in FUNDING INFORMATION section.	
Land/Equipment Ownership		Are equipment purchases authorized under this Contract? NO		Will DEP retain ownership?		Are land purchases authorized under Contract? NO	
Is this a Certified Minority Business? NO		If Yes, Certified MBE:		Registered Minority Business? NO		If Yes, Registered MBE Code:	
Contract Period				Payment Method			
Contract Begin Date: Execution		End Date: 44 months		<input checked="" type="checkbox"/> Cost Reimb. <input type="checkbox"/> Cost Reimb./Fixed Fee <input type="checkbox"/> Fixed Price <input type="checkbox"/> Fee Schedule <input type="checkbox"/> Advance Pymt.			

Subject/Brief Description of Contract:

This contract will design, permit and construct the Nalle Grade Stormwater Park to improve water quality by reducing pollutant load discharge into the Caloosahatchee River, provide flood protection for the Bayshore Creek watershed, preserve existing wetlands and maintain current recreational uses at the project site.

FUNDING INFORMATION

Contract Ceiling Amount, if any		\$500,000.00		Funding Change Type		<input type="radio"/> Increase Funding Amount <input type="radio"/> Decrease Funding Amount <input type="radio"/> No Change to Funding		Change Amount		\$0.00		Contract Funding Amount		\$500,000.00	
Org Code	EO	Object Code	Fund/ FID	BE	Category	YR	GAA LI	CSFA/ CFDA	Rec. Type	Grant No.	OCA/ Module No.	Project No.	Amount		
37352010000	AE	750011	000286	35040000	140047	15	1668A	37.039	C		N/A	S0727	\$500,000.00		
Specify County or Counties where work is being performed.					For projects containing an object code of 75XXXX or 79XXXX, CFSA or CFDA and Recipient Type must be completed.					Journal Transfer Info (29 digit code)				B/F Object	
Lee County															

MANAGEMENT INFORMATION

Division/District/Office:	DEAR	Bureau/Office:	WQRP/NPS
Contract Manager:	Michael M. Scheinkman	Phone No. of Manager:	850 245 8521
		Mail Station #:	3570

REVIEW AND EXECUTION INFORMATION

Review Role	Approved By - Signature	Date Approved	Identify Delegation of Authority for Person Executing Contract	
Contract Manager:	<i>Michael M. Scheinkman</i>	9/16/14	Reviewer Comments & Checks (for Procurement Section use only) 403.885 F.S. Procurement Initials CB	
Budget Representative:	<i>[Signature]</i>	9/23/14		
Bureau Chief:	<i>[Signature]</i>	9/22/2014		
Division/District Director:	<i>[Signature]</i>	11/20/14		
Quality Assurance:	N/A			
Contracts Administrator:	<i>[Signature]</i>	9/10/14	DOS Registered? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Required MFMP Registered? Transaction Fee Exemption Form? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Required Vendor/Recipient Relationship Checklist? Insurance Certificates? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A <input type="checkbox"/> Required Summary of Contractual Services Agreement (CSA) Form? Other Requirements?	
General Counsel:	<i>[Signature]</i>	9/10/14		
Division/District IRM:	N/A			
Department CIO:	N/A			

CONTRACT/GRANT REVIEW PROCESS

Note: The Contract/Grant Review Process should only be initiated after the Department's Procurement Section has developed and/or approved the contractual agreement. The purpose of this review process is to demonstrate concurrence with the contractual or grant agreement as written. It is the Contract/Grant Manager's responsibility to insure that the Contract/Grant Review Process has been completed prior to contract/grant execution.

Position	Purpose/Requirement
Contract/Grant Manager	Signature indicates concurrence with the contract or grant agreement as written. If the Contract/Grant Manager has the authority to execute contracts/grant agreements, he/she must not do so. Someone with proper delegated authority in a supervisory role over the Contract/Grant Manager must be responsible for contract/grant agreement execution.
Budget Representative	Signature indicates concurrence with the payment arrangements included in the contract/grant, including the funding sources depicted on the Contract/Grant Review Form. If changes to the funding information are made, the Procurement Section must be contacted regarding possible impacts to the contract or grant agreement language as a result of the funding change.
Bureau Chief or Comparable Position	Signature indicates concurrence with the contract or grant agreement as written. If the Bureau Chief is delegated authority to execute the contract or grant agreement, review and approval by the Division/District Director may not be required.
Division/District Director	Signature indicates concurrence with the contract or grant agreement as written. If the Bureau Chief is delegated authority to execute the contract or grant agreement, then the review and approval of the Division/District Director may not be required.
Quality Assurance	Signature demonstrating concurrence with the quality assurance language contained in the contract must be obtained in cases where water, soil or air sampling and/or analysis will be performed under the contract. The Division of Air Resources Management will be responsible for approving all quality assurance language regarding air sampling/analysis activities. The Environmental Assessment Section with the Division of Environmental Assessment and Restoration will be responsible for approving all quality assurance language regarding water and soil sampling/analysis activities.
Contracts Administrator	Unless specifically waived by DEP Directives 315, 316, and 317, review and approval by the Department's Contract Administrator (Procurement Administrator or designee) is required on all agency contracts.
General Counsel	The Office of General Counsel is required to review and approve all Department contracts or grant agreements which exceed the purchasing threshold category three. In addition, review and approval of contracts and grant agreements funded with federal dollars which fall under the purchasing threshold category three must be conducted by the General Counsel's Office. The Office of General Counsel reviews and approves contracts or grant agreements regarding form and legality. Review/approval by the Office of General Counsel is not required for state funded activities which utilize DEP 55-205 and are not in excess of Purchasing Category Three.
Division/District IRM and Department CIO	Approval required for contracts or grant agreements in which the Department is procuring information technology goods or services.

CONTRACT/GRANT AGREEMENT DISTRIBUTION PROCESS

Upon full execution of the contract, the Contract/Grant Manager is responsible for distributing copies of the Contract or Amendment and this form as follows:

Entity	Distribution Process Steps
Procurement Section (MS93)	Send original executed contract, grant agreement, or contract/grant amendment and a photocopy of the Contract Review Form. This is not required for agreements that fall under DEP Directive 316.
Contracts Disbursements Section (MS78)	Send two photocopies of the executed contract or grant agreement and two photocopies of the Contract/Grant Review Form.
Contract Manager	Maintain a photocopy of the executed contract or grant agreement and the original Contract/Grant Review Form.
Contractor	Send the remaining originally executed contract or grant agreement to the Contractor for its records.

RECIPIENT TYPE CODES FOR STATE AND FEDERAL FINANCIAL ASSISTANCE

A	B	C	D	E	F	G	H	I	J
Non-Profit Corporation	For-Profit Entity	Local Government & WMD	State Community College	District School Board	Another State Agency	State Universities	No Subrecipient	Mixed Sub-recipient (federal assistance only)	Federal Agency

IMPORTANT!!! IMPORTANT!!! IMPORTANT!!!

Separation of Duties Notice


DEP Grant Agreement No:	S0727	Amendment No.	
DEP Grant Manager:	Michael Scheinkman		

The attached Agreement/Agreement amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject Agreement/Agreement amendment must be executed by a reviewing authority for the DEP Grant Manager who is authorized to execute contracts on behalf of the Department. If the DEP Grant Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Grant Manager ***must not execute*** the attached Agreement/Agreement amendment.

Separation of duties, which is also referred to as segregation of duties, "involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties."¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact the Grants Development and Review Office representative identified below for assistance.

Procurement Office Rep: Caitlen Boles 	Phone: (850) 245-2361
Date: 09/09/2014	

DEP AGREEMENT NO. S0727

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2120 Main Street, Fort Myers, Florida 33901 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Nalle Grade Stormwater Park.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee", and "Recipient" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of forty-four (44) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
 - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
- 6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- 7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- 8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement.

In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to

be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
 15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
 16. The Department's Grant Managers (which may also be referred to as the Department's Project Manager) for this Agreement are identified below.

<u>Technical</u>	
Michael Scheinkman	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8521
Fax No.:	(850) 245-8434
E-mail Address:	Michael.scheinkman@dep.state.fl.us

<u>Administrative</u>	
Connie Becker	
Florida Department of Environmental Protection	
Water Quality Restoration Program	
2600 Blair Stone Road, MS# 3510	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-5505
Fax No.:	(850) 245-8434
E-mail Address:	Connie.L.Becker@dep.state.fl.us

17. The Grantee's Grant Manager for this Agreement is identified below.

Anura Karuna-Muni	
Lee County	
PO Box 398	
Fort Myers, Florida 33902	
Telephone No.:	(239) 533-8109
Fax No.:	(239) 485-8405
E-mail Address:	Akaruna-muni@leegov.com

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
24. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

25. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Title: *

Date: 11/04/14

Office of County Attorney

**Approved as to Form for the
Reliance of Lee County Only**

By: [Signature]
Office of the County Attorney

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or designee

Date: 11/20/14

[Signature]
Michael Scheinkman, DEP Grant Manager

[Signature]
Connie Becker, DEP Grant Manager

[Signature]
DEP Contracts Administrator

Approved as to form and legality:

[Signature]
DEP Attorney

FEID No.: 59-6000702

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Nalle Grade Stormwater Park

Project Summary:

The Nalle Grade Stormwater Park project is in the design and permitting phase. The proposed facility is located within Bayshore Creek watershed intended for providing water quality benefits, flood protection, wild life habitat and recreational opportunities for the community. The Bayshore Creek is a tributary to the tidal Caloosahatchee River that is currently part of a Basin Management Action Plan (BMAP) to meet the Total Nitrogen Total Maximum Daily Load (TMDL). One of the main objectives of the Nalle Grade Stormwater Park is to reduce pollutant load discharge into the Caloosahatchee River. The contributing area for Bayshore Creek watershed is approximately 3.1 square miles in Lee County and 12 square miles in Charlotte County and includes agricultural and single family home land uses that contribute heavily to the problems within Bayshore Creek watershed in Lee County. The drainage basin within Lee County is somewhat complex. Bayshore Creek drainage interacts with Popash Creek drainage depending on water levels and rainfall. Inundation in the watershed not only poses flooding problems for the residences and agricultural operations, but consequent water quality issues resulting from runoff during periods of inundation. Lee County commissioned the North Fort Myers Surface Water Master Plan to evaluate the watersheds in North Fort Myers, including the Bayshore Creek watershed, develop recommendations to improve water quality and quantity in these watersheds and implement these recommendations. The proposed Nalle Grade Stormwater Park is one of the recommendations of this study that Lee County Natural Resources has been pursuing. The funding request Lee County is submitting is for the design, permitting and construction of the Nalle Grade Stormwater Park facility. The tasks completed to date include hydrologic and hydraulic data collection, boundary survey, topographic survey and environmental survey (FLUCFCS mapping). See Appendix 1, Project Location Map attached.

Project Location:

Geographic Location of the Project: Lee County, FL, 8350 Nalle Grade Road, North Fort Myers, FL 33917, Latitude/Longitude: 26 45.095, -81 49.188

Impacted Watershed Name: Bayshore Creek, tributary to the tidal Caloosahatchee

Hydrologic Unit Code: 03090205

Task #: 1

Title: Surveys and Conceptual Design

Description: As a part of the conceptual design process the Grantee or its consultant will obtain the necessary hydrologic and hydraulic data, boundary survey, topographic survey and environmental survey (FLUCFCS mapping). The design team will use this information to prepare three (3) Design Alternative Concepts for staff to review and comment on. The Design Alternatives Concepts shall attempt to meet the goals of water quality improvement and flood protection, with consideration to preservation of existing onsite wetlands and maintaining current recreational uses provided by the public picnic shelter and lease agreement within the southern portion of the site to Lee County Archers, Inc. The Consultant will obtain relevant permit data of the project site and surrounding area, i.e. Lee County Development Orders, SFWMD water management permits and utility data. The Consultant shall contact relevant Federal (USACOE) and State (FDEP or SFWMD) staff to review design concepts to determine permit review challenges which may influence cost or schedule of the project. The Consultant will attend meetings with County staff to review stages of the Conceptual Design and Permitting Phase of the project. The Consultant's engineering and environmental representatives will participate in a public presentation meeting with the Grantee's staff to review Design Alternatives with stakeholders. The selected alternative will proceed to Task 2.

Deliverables: Completed survey(s), summary of the alternatives considered, preliminary drawings and a probable cost estimate of the selected design alternative.

Performance Measures: The Department's Technical Contract Manager will review the surveys, summary of alternatives, preliminary drawings and the probable cost estimate of the selected design and approve proceeding with the selected alternative.

Timeline: Prior to contract execution – Month 3. Deliverables are due upon task completion.

Budget Narrative:

There are no costs to the Department for this task. This work was performed by the grantee at its own expense.

Task #: 2**Title:** Detailed Design and Permitting

Description: The design team will complete the detailed design for the alternative selected in Task 1 and obtain all necessary permits.

Deliverables: Detailed final design, all required permits and probable cost estimate for the detailed design.

Performance Measures: The Department's Technical Contract Manager will review and approve the final design and verify that necessary permits have been obtained. Approval of final designs is contingent upon approved permits.

Timeline: Month 4 – Month 22

Budget Narrative:

The funds requested under this task will pay for the design engineer (Hole Montes, Inc) and their sub consultants. Total cost of this task is expected to be around \$250,000. The Grantee will pay the balance of funds that are not covered by DEP funding for this task.

Task 2 Budget by Category	DEP Funding
Contractual	\$ 200,000
TOTAL FOR TASK 2	\$ 200,000

Task #: 3**Title:** Bidding and Selecting Contractor

Description: After the final design and permitting of the project are complete, the project will be advertised for construction bids. During the bidding process, contractors will be given the opportunity to visit the site to have their questions answered by the consultant and the county staff. Sealed bids will be opened at the end of bidding period. The lowest responsive bidder will be awarded the project for construction subject to approval by the Board of County Commissioners

Deliverables: Bid package, name of selected subcontractor and copy of executed subcontracts(s).

Performance Measures: The Department's Technical Contract Manager will review a copy of any subcontract(s) to ensure compliance with state and federal laws specific to this Agreement. The Department's Technical Contract Manager will also review the bid package to ensure compliance with state and federal laws specific to this Agreement.

Timeline: Month 23 – Month 26. Deliverables are due upon task completion.

Budget Narrative:

There are no costs to the Department for this task. This work was performed by the grantee at its own expense.

Task #: 4**Title:** Project Construction

Description: The contractor will start work upon receipt of notice to proceed from the county constructing the improvements designed and permitted in Task 2. The contractor will be given a specified amount of time to complete the project. The amount of time needed to complete the project will be determined at the end of the design of the project.

Deliverables: Dated color photographs of the site prior to, during, and immediately following completion of the task; as-built certification; signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design and acceptance of the completed project by the Grantee.

Performance Measures: The Department's Technical Contract Manager will review the dated photographs and certifications to verify that the work was performed according to the approved plans.

Timeline: Month 27 – Month 40. Deliverables are due upon completion of the task.

Budget Narrative:

The funds requested under this task will pay the contractor for constructing the project. Total cost of this task is expected to be \$2.0 million. The Grantee will pay the balance of funds that are not covered by DEP funding for this task.

Task 4 Budget by Category	DEP Funding
Contractual	\$ 300,000
TOTAL FOR TASK	\$ 300,000

Task #: 5

Title: Final Report

Description: Submit a Draft Final Report. Submit a Final Report. The Draft and Final Report will capture the outcome and results of the selected project, including all tasks included in this project. It shall include the following:

- A summary of the project results.
- An explanation of any problems encountered and how those problems were overcome; an explanation of any project delays.
- A brief summary of any additional phases yet to be completed.
- Any additional information that explains the results of the project.

Deliverables: Draft Final Report and approved Final Report.

Performance Measures: Reports will be reviewed by the Department's Technical Contract Manager for compliance with this Agreement.

Timeline: Month 1 – Month 44, Draft report due 90 days prior to end of task period. Final report 30 days prior to end of task period.

Budget Narrative: There are no costs to the Department for this task. This work was performed by the grantee at its own expense.

TOTAL PROJECT BUDGET \$500,000:

Category Totals	DEP Funding
Contractual Total	\$ 500,000
Total Project Cost:	\$ 500,000

Optional Information (The following box may be filled out if information is available. This information is useful to the Department in identifying nutrient load reductions to impaired waters).

Project location and watershed characteristics:

Size of Project Impact: 77 acres

Size of Area Being Treated: 3.1 square miles

Impaired Water Body Affected: Caloosahatchee Estuary was listed by FDEP for Dissolved Oxygen, the causative pollutant being Total Nitrogen. The Cycle 1 Verified List was adopted May 27, 2004 by Secretarial Order.

TMDL Status: Final TMDL Report Nutrient TMDL for the Caloosahatchee Estuary (WBIDs 3240A, 3240B, and 3240C), Adopted August 2009 by Secretarial Order.

TMDL Impairment: Total Nitrogen

Impairments To Be Addressed by Project: Total Nitrogen

BMAP Status and Name: Caloosahatchee Estuary Basin Management Action Plan; Adopted December 2012 by Secretarial Order.

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____
Mailing Address: _____

Grantee's Grant Manager: _____
Payment Request No.: _____

DEP Agreement No.: S0727
Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested: \$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:				
Contractual	\$	\$	\$N/A	\$N/A
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	S0727		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0727 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000.00	140047

Total Award					\$500,000.00	
--------------------	--	--	--	--	---------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Attachment E

AMENDMENT TO THE AGREEMENT BETWEEN LEE COUNTY ARCHERS AND LEE COUNTY PARKS & RECREATION

THIS AMENDMENT is entered into this 24th day of January, 2017, between LEE COUNTY, a political subdivision of the State of Florida ("COUNTY"), and LEE COUNTY ARCHERS, INC. ("ARCHERS"). COUNTY and ARCHERS are collectively referred to as the "Parties".

WHEREAS, the COUNTY and ARCHERS entered into an agreement entitled "Agreement Between Lee County Archers and Lee County Parks & Recreation" on May 1, 2002 ("Agreement"); and

WHEREAS, the Agreement allows the ARCHERS to use a portion of Nalle Grade Park ("Park"), as identified in Exhibit "A" ("Archers' Area"), to conduct archery practice and competition for a period not to exceed 25 years; and

WHEREAS, the COUNTY intends to begin construction on portions of Nalle Grade Park to improve the surface water management system of the Park and the surrounding areas; and

WHEREAS, this amendment is intended to address the ARCHERS' use of the Park and Archers' Area during construction of the project and provide for an understanding between the Parties of the location of construction, construction schedule, parameters and other items of concern to address the safety of the public and the COUNTY's contractors, subcontractors and employees.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), the mutual covenants and agreements contained herein and in the interest of the public served by both Parties, the COUNTY and ARCHERS agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

2. Amendment. The Agreement is hereby amended to add the following provisions (additions are shown in underline):

19. The COUNTY will be conducting construction activities, as shown in Exhibit "B" attached hereto and incorporated herein, at Nalle Grade Park to install a surface water management project between December 1, 2017 and June 30, 2018. In addition to the other provisions of this Agreement, the following conditions and restrictions will control during the construction time period:

a. The construction time period between December 1, 2017 and June 30, 2018. The COUNTY may extend the construction time period with 30 days prior written notice to the ARCHERS.

b. The COUNTY will provide the ARCHERS with one week advance notice of the construction schedule and location for the next week. Once the ARCHERS receive this information, it must orient archery ranges away from the construction activities and take all appropriate measures to adjust its operations to ensure the safety of the contractors, subcontractors, COUNTY employees and the general public before the next week's construction work begins.

c. The ARCHERS agree that if at any time during the construction period the requisite safety measures cannot be taken to protect the safety of Park entrants, the ARCHERS will cease operation to allow for the necessary construction activities to occur in a safe manner.

d. The ARCHERS acknowledge that the Site Plan includes improvements within the Archer's Area, as shown in Exhibit "B". The ARCHERS agree to cease all activities until construction is complete within the Archer's Area if required. The ARCHERS agree to provide access to the Archer's Area to the COUNTY's contractors, subcontractors and employees.

e. The COUNTY will require that the contractor for the construction project:

i. implement a secured site to limit unapproved access to the Archers' Area and

ii. ensure that all subcontractors and contractor employees follow the ARCHERS' safety program.

f. The ARCHERS will be liable for any and all injuries, loss of property, or death resulting from the ARCHERS' disregard of the construction activities as outlined herein and on Exhibit "B" or the failure to take the necessary actions to ensure the safety of the public and any contractors, subcontractors or employees of the COUNTY.

g. Compliance with the terms of this Amendment and the Agreement does not relieve the ARCHERS of the duty to ensure the safety of the public, contractors, subcontractors or employees of the

COUNTY. The ARCHERS are required to take all necessary safety measures above and beyond what is provided for herein.

h. The ARCHERS must notify the COUNTY of any and all incidents of injury, property damage or other incidents related to the construction activities within 24 hours of occurrence.

i. For the purposes of this Amendment, the contact persons for the respective Parties are as follows:

<u>For the COUNTY:</u>	<u>Director or Designee</u>
	<u>Lee County Parks and Recreation</u>
	<u>3410 Palm Beach Blvd</u>
	<u>Fort Myers, Florida 33916</u>
	<u>(239)533-7400</u>

<u>For the ARCHERS:</u>	<u>Bill Zigler, President</u>
	<u>Lee County Archers, Inc.</u>
	<u>Ziggy23157@gmail.com</u>
	<u>(330)591-8166</u>

20. All disputes arising under this Agreement will be governed by the laws of the State of Florida. The venue for any action pertaining to this Agreement is Lee County, Florida.

3. Authority. Each party represents and warrants that its signatory has full and proper authority to enter into this Amendment and to fully bind the respective party to the terms contained herein.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have set their hands hereto on the day and year written above.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Theresa King
Deputy Clerk



By: John Manning
John Manning, Chair

Date: 1/24/2017

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: [Signature]
Office of the County Attorney

LEE COUNTY ARCHERS, INC.

By: William D Ziegler
Printed Name: WILLIAM D ZIEGLER
Title: PRESIDENT LEE COUNTY
ARCHERS INC.

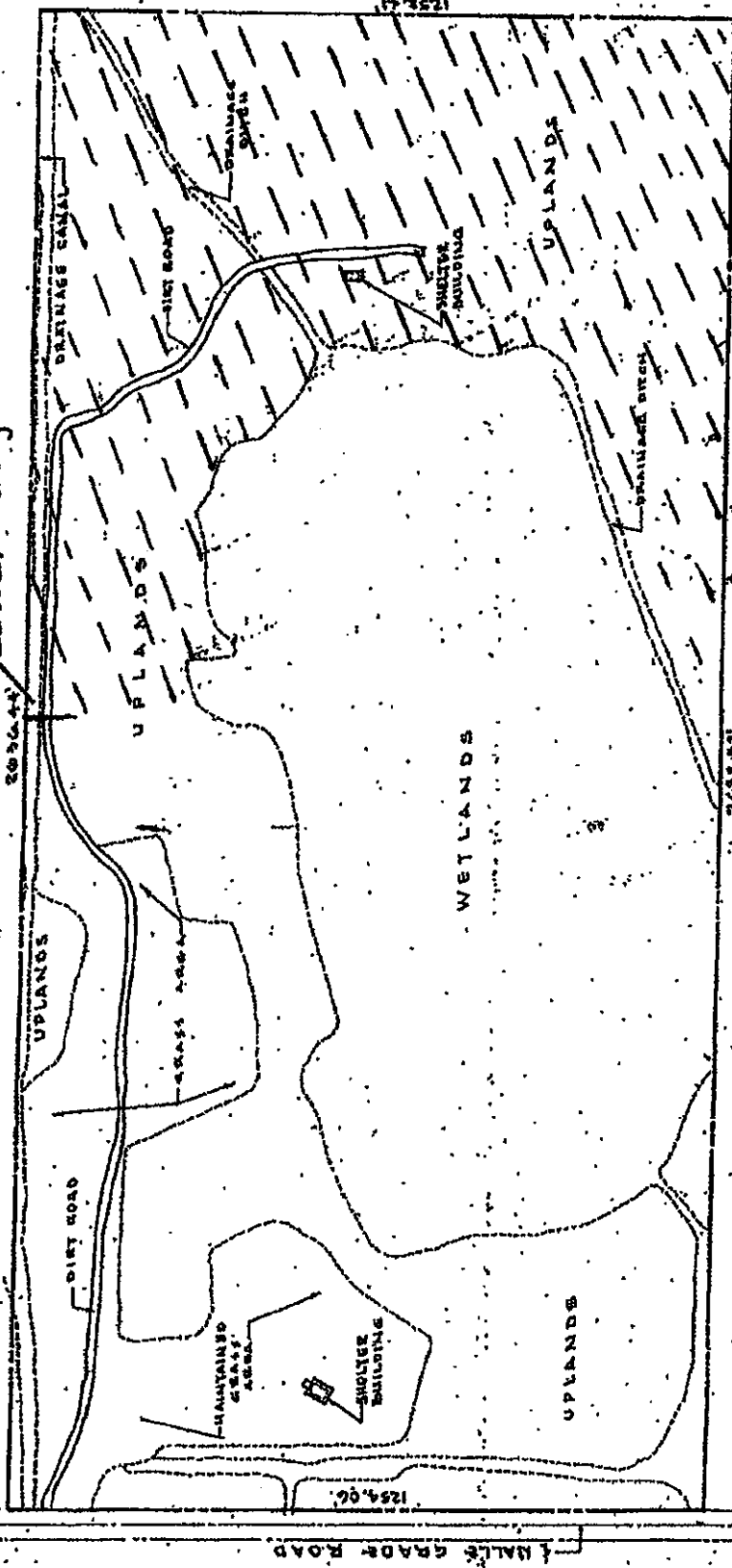
Exhibit List:

Exhibit A- Graphic of Archer's Lease Area

Exhibit B- Site Plan

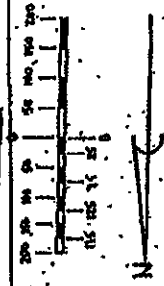
Exhibit A

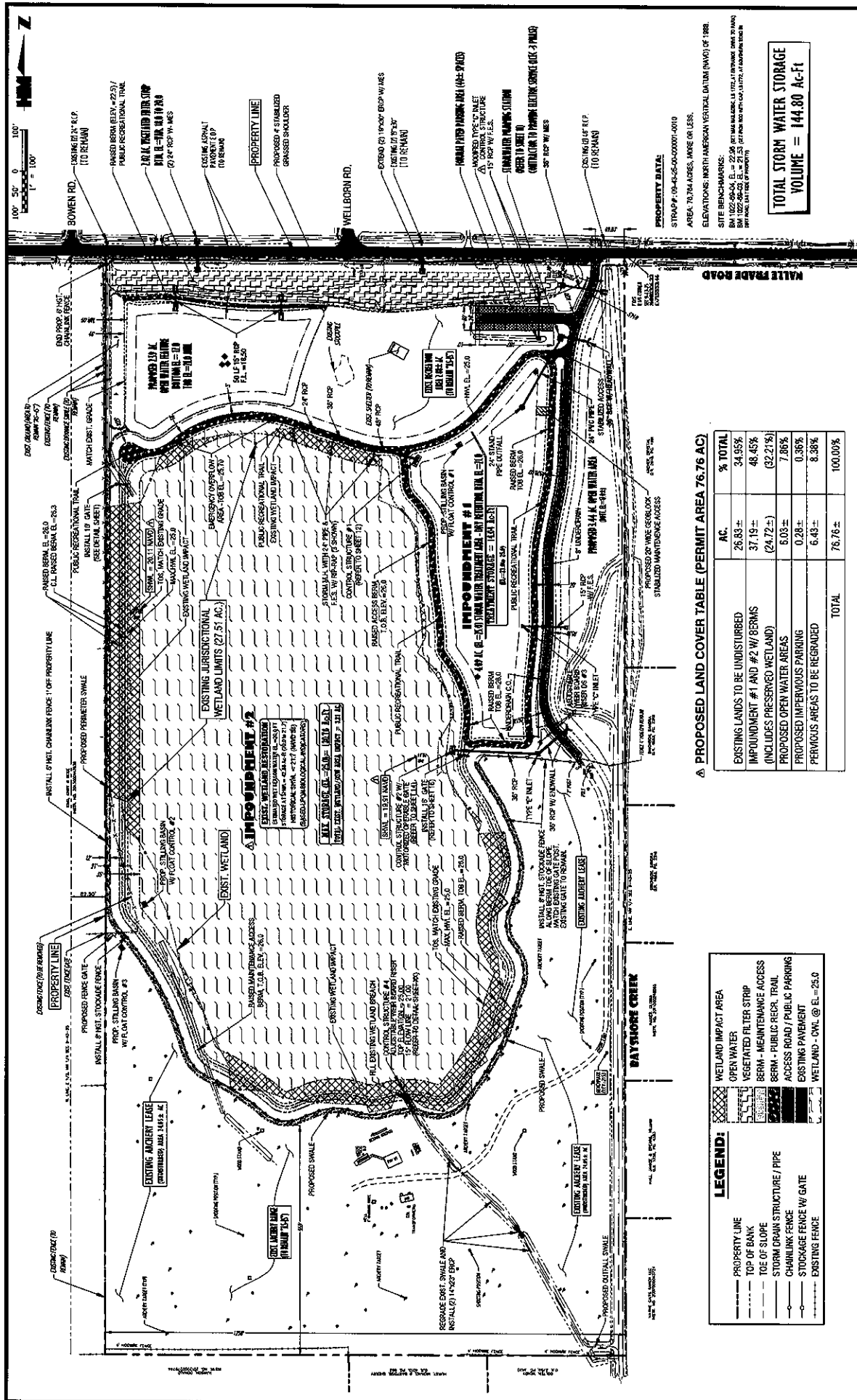
Leased area gate



Leased area (approx.)

OR-43-25-50-00001-DRAIN	
REVISION	PLANNING AND CONSTRUCTION
DATE	FORT MYERS, FLORIDA
SITE PLAN	
NALLE GRADE PARK	
3350 NALLE GRADE ROAD	
NORTH FORT MYERS, FLORIDA	
DATE: 11-1-80	
DRAWN BY: [signature]	
CHECKED BY: [signature]	
APPROVED BY: [signature]	





PROPOSED LAND COVER TABLE (PERMIT AREA 76.76 AC)

EXISTING LANDS TO BE UNDISTURBED	AC	% TOTAL
IMPONDUENT #1 AND #2 W/ BERMS (INCLUDES PRESERVED WETLAND)	26.83 ±	34.95%
PROPOSED OPEN WATER AREAS	37.19 ±	48.45%
PROPOSED IMPERVIOUS PARKING	6.03 ±	7.86%
PERVIOUS AREAS TO BE REGRADED	0.28 ±	0.36%
	6.43 ±	8.38%
TOTAL	76.76 ±	100.00%

LEGEND:

PROPERTY LINE	WETLAND IMPACT AREA
TOP OF BANK	OPEN WATER
TOE OF SLOPE	VEGETATED FILTER STRIP
STORM DRAIN STRUCTURE / PIPE	BERM - MAINTENANCE ACCESS
CHUNK FENCE	BERM - PUBLIC RECR. TRAIL
STOCKAGE FENCE W/ GATE	ACCESS ROAD / PUBLIC PARKING
EXISTING FENCE	EXISTING PAVEMENT
	WETLAND - DNR @ E = 25.0

NALLE GRADE STORMWATER PARK LEE COUNTY, FLORIDA

6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Business Planner-Submitters
Authorization No. 1772

SITE PLAN

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
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PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046

DATE	DATE	DATE	DATE
DESIGNED BY	CHECKED BY	APPROVED BY	DATE
DATE	DATE	DATE	DATE
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
2013046	2013046	2013046	2013046



Attachment F

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 36-08841-P**

DATE ISSUED: July 7, 2017

Delivered Via Email

PERMITTEE: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: ANURA KARUNA-MUNI
P O BOX 398
FORT MYERS, FL 33902

PROJECT DESCRIPTION: This Environmental Resource Permit authorizes construction and operation of a stormwater management (SWM) system serving 76.76 acres of a recreational development for a project known as Nalle Grade Park Hydrologic Restoration.

PROJECT LOCATION: LEE COUNTY, SEC 09 TWP 43S RGE 25E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action for Permit Application No. 170517-9, dated May 17, 2017. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 18 General Conditions (See Pages : 2 - 4 of 8),
3. the attached 20 Special Conditions (See Pages : 5 - 8 of 8) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 7th day of July, 2017, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: Melissa M. Roberts
Melissa M. Roberts, P.E.
Regulatory Administrator
Lower West Coast Service Center

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.). Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on July 7, 2022.
2. Operation and maintenance of the stormwater management system and conservation easement area shall be the responsibility of the permittee.
3. Discharge Facilities:

See Exhibit 2.0, Page 12 - 15 of 20
4. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species. The permittee shall implement the listed species management plan as outlined on Exhibit No. 3.8.

Prior to the commencement of construction, additional wildlife surveys shall be performed to demonstrate that no listed species resources, specifically the bonneted bat and Big Cypress fox squirrel, are present which may be adversely impacted by the proposed construction activities.

7. A mitigation program for Nalle Grade Park Hydrologic Restoration shall be implemented in accordance with Exhibit Nos. 3.3, 3.5, & 3.6. The permittee shall enhance and preserve a total of 24.34 acres of wetlands and 0.36 acres of uplands that will be enhanced and encumbered by a passive recreational conservation easement dedicated to the District. However, only 21.96 acres of wetlands will receive mitigation credit due to 2.38 acres being considered secondarily impacted by the project activities. No mitigation credit is requested for the small area of uplands (0.36 acres) located along the edge of the wetland. The target habitat type is freshwater marsh.
8. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.
9. A monitoring program shall be implemented in accordance with Exhibit Nos. 3.3 & 3.6. The monitoring program shall extend for a period of a minimum of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species. No nuisance or exotic vegetation will be killed and left in place or

SPECIAL CONDITIONS

stockpiled in the conservation easement areas.

10. Prior to September 15, 2017 and prior to the commencement of construction, whichever occurs first, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:
 - One certified copy of the recorded conservation easement document including exhibits.
 - A CD or DVD containing the easement data in a digital ESRI Geodatabase (mdb), ESRI Shapefile (shp) or AutoCAD Drawing Interchange (dxf) file format using Florida State Plane coordinate system, East Zone (3601), Datum NAD83, HARN with the map units in feet.
 - A map depicting the Conservation Easement over the best available satellite or aerial imagery.
 - Form 1001 ERP REG: Title, Possession, and Lien Affidavit, fully executed by the owner and notarized.The recorded easement shall utilize the form attached as Exhibit No. 3.5. This Exhibit may not be modified. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
11. A maintenance program shall be implemented in accordance with Exhibit Nos. 3.3 & 3.6 for the enhanced and preserved wetlands on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 & 2 exotic vegetation (as defined by the Florida Exotic Pest Plant Council immediately following a maintenance activity). Maintenance in perpetuity shall also ensure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas. No nuisance or exotic vegetation will be killed and left in place or stockpiled in the conservation easement areas.
12. At the time of construction approval, the areas to be temporarily disturbed by the installation of control structures in wetlands and conservation easement areas will be backfilled and replanted in accordance with Exhibit No. 3.3 within 30 days of installation. Monitoring of temporary impact areas shall be done concurrently with other required monitoring for Nalle Grade Park Hydrologic Restoration.
13. The permittee and all designated contractors shall adhere to all project and mitigation construction details and methodology indicated on the enclosed permit Exhibits and described herein.
14. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Lower West Coast Service Center at (239) 338-2929 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

SPECIAL CONDITIONS

15. Prior to the commencement of construction, the perimeter of protected preservation areas/conservation areas shall be staked/roped/silt fenced to prevent encroachment into the protected areas. Using Global Positioning System (GPS) technology, the perimeter of the preserve area(s) shall be identified for future reference. The data shall be differentially corrected and accurate to less than a meter (+/- one meter or better). Electronic copies of the GPS data shall be provided to the District's Environmental Resource Compliance staff. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/silt fencing and schedule an inspection of this work. The staking/roping/silt fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/silt fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. Staking/roping/silt fencing shall remain in place until all adjacent construction activities are complete.
16. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.6. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
17. During extreme cases of flooding or hurricanes, the wetland area will store water at stages above the control elevation/SHWL (21.7' NAVD) with specific written approval granted by the South Florida Water Management District for this purpose.

The permission will be based on staff gauge readings at each emergency structure, forecasted storm event, and proximity to dry season. The top of bank berm elevation is 26.0' NAVD. The wetland will have the capacity to store up to approximately 88 acre-feet of flood storage (21.7' NAVD control elevation to maximum storage elevation of 25' NAVD). The water will be stored for no longer than 10 days and released as the outfall capacity (Bayshore Creek) and other downstream conveyances would allow. Please refer to Exhibit No. 2.0.

If for whatever reason, it is determined that the permittee has not complied with the directives of the South Florida Water Management District, and/or has operated the structure contrary to the intended purpose of an emergency flood storage, the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use.

18. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
19. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed stormwater management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the stormwater management system, if necessary, to eliminate the cause of the adverse impacts.
20. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.

Exhibit 1.0 Location Map
Exhibit 2.0 Plans

SPECIAL CONDITIONS

- Exhibit 2.1 Water Quality Drainage Calculations
- Exhibit 2.2 Stormwater Pollution Prevention Plan
- Exhibit 2.3 Urban Stormwater Management Program
- Exhibit 3.0 FLUCCS Map
- Exhibit 3.1 Wetland/Other Surface Water Identification Map
- Exhibit 3.2 Wetland/Other Surface Water Impact Map
- Exhibit 3.3 Mitigation, Maintenance, & Monitoring Plan
- Exhibit 3.4 Planting Plan for Berm and Bayshore Creek
- Exhibit 3.5 Draft Conservation Easement
- Exhibit 3.6 Mitigation Work Schedule
- Exhibit 3.7 Location map for Cavity and Stick Nest Trees
- Exhibit 3.8 Listed Species Management Plan

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be **affected by the South Florida Water Management District's** (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. **The District's normal business hours are 8:00 a.m. – 5:00 p.m.,** excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and **petitioner's representative, if any.**
3. An explanation of how the **petitioner's substantial interests will be affected by the agency determination.**
4. A statement of when and how the petitioner received notice of the SFWMD's **decision.**
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's **proposed action.**
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's **proposed action.**
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's **proposed action.**

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

Last Date For Agency Action: August 27, 2017

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Nalle Grade Park Hydrologic Restoration

Permit No.: 36-08841-P

Application No.: 170517-9

36-06197-
W

Related

SFWMD PERMIT

Application Type: Environmental Resource (New Construction/Operation)

Location: Lee County, S09/T43S/R25E

Permittee : Lee County Board Of County Commissioners

Operating Entity : Permittee

Project Area: 76.76 acres

Permit Area: 76.76 acres

Project Land Use: Recreational

Drainage Basin: TIDAL CALOOSAHATCHEE

Sub Basin: BAYSHORE CREEK

Receiving Body: Bayshore Creek

Class: CLASS III

Special Drainage District: NA

Total Acres Wetland Onsite: 27.51

Total Acres Wetland Preserved Onsite: 24.34

Total Acres Impacted Onsite : 3.17

Total Acres Presv/Mit Compensation Onsite: 24.34

Conservation Easement To District : Yes

Sovereign Submerged Lands: No

PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a stormwater management (SWM) system serving 76.76 acres of a recreational development for a project known as Nalle Grade Park Hydrologic Restoration.

This permit authorizes water quality improvements to Bayshore Creek and the environmental restoration of onsite wetlands and environmentally sensitive areas. The proposed project consists of the widening of a portion of Bayshore Creek located at the northeast corner of the property. The construction includes the creation of two open water features, impoundment area, berm, pump station, parking area and associated drainage facilities. Stormwater management plans and details are attached as Exhibit 2.0.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

PROJECT EVALUATION:**PROJECT SITE DESCRIPTION:**

The site is located east of Interstate 75 and north of State Road 78 at 8350 Nalle Grade Road, North Fort Myers, Lee County, Florida. A location map is attached as Exhibit No. 1.0.

There are no permitted water management facilities within the project area. The site is undeveloped and contains an archery course in the southern portion of the site.

The project area contains 27.51 acres of wetlands and 4.08 acres of other surface waters (OSW). Bayshore Creek is located on the eastern boundary of the project. For information on the wetlands and OSW within the project, please refer to the Wetlands and Other Surface Waters section of this staff report.

LAND USE:

See Exhibit 2.0, Page 4 of 20

WATER QUANTITY :**Discharge Rate :**

The proposed project is designed to provide water quality improvements and flood protection within Bayshore Creek Watershed by widening a portion of Bayshore Creek and pumping stormwater from the creek into the proposed impoundment. Therefore, the storm water management system has not been designed to limit discharge to a specified rate.

WATER QUALITY :

Water quality treatment will be provided in the dry detention and impoundment (retention) area as described in Exhibit No. 2.1 and depicted in Exhibit No. 2.0. The project provides the required water quality treatment volume based on 1 inch over the construction limits.

The water quality treatment volume provided includes additional treatment volume above the requirements in Section 4.2 of Volume II to provide reasonable assurance that the project will not have an adverse impact on the quality of the downstream receiving body.

The project also includes implementation of a Construction Pollution Prevention Plan (Exhibit 2.2) and an Urban Stormwater Management Program (Exhibit 2.3) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

WETLANDS:**Wetlands And Other Surface Waters:**

The project area contains 27.51 acres of wetlands and 4.08 acres of OSW. A FLUCCS Map and wetland/OSW identification map are attached as Exhibit Nos. 3.0 and 3.1, respectively. The wetlands can be generally described as freshwater marsh.

The project will result in 3.17 acres of direct and 2.38 acres of secondary wetland impacts (1.42 acres

onsite and 0.96 acres offsite) as a result of the construction of a perimeter berm around the onsite wetland, as described in the table below. The 1.42 acres of onsite secondary impacts were evaluated 25' beyond the areas of direct impacts and will retain some value in the post-construction phase. The 0.96 acres of offsite secondarily impacted area will not retain any functional value in the post-construction phase due to no longer being part of the larger wetland. A wetland impact map is attached as Exhibit No. 3.2. Reduction and elimination of wetland impacts in accordance with Section 10.2.1 of the Applicant's Handbook, Volume I was not feasible due to site limitations such as the existing archery facility contained within the property. Stormwater will receive full water quality treatment prior to entering the wetland.

To mitigate for the 3.17 acres of direct and 2.38 acres of secondary wetland impacts, which result in a loss of 2.23 functional units, the applicant will enhance and preserve total of 24.34 acres of wetlands and 0.36 acres of uplands that will be encumbered by a passive recreational conservation easement dedicated to the District. However, only 21.96 acres of wetlands will receive mitigation credit due to 2.38 acres being considered secondarily impacted by the project activities. No mitigation credit is requested for the small area of uplands (0.36 acres) located along the edge of the wetland. The mitigation will result in a functional gain of 2.41 functional units. The amount of mitigation was determined by using the Uniform Mitigation Assessment Method in Chapter 62-345, F.A.C. The final scores can be found in the permit file. The mitigation activities include restoring the hydroperiod of the onsite marsh to the historic seasonal high water level (SHWL) of 21.7' NAVD by installing a control structure in the ditch that is connected to the southern end of the wetland that currently drains the area, removal of invasive exotic vegetation, reducing the cover of coastal willow (*Salix caroliniana*), planting the proposed berm with native wetland vegetation to the SHWL, and supplemental planting of the freshwater marsh. During extreme cases of flooding or hurricane, the wetland area will store water at stages above the control elevation/SHWL (21.7' NAVD) with consent from the District. The ground elevations within the wetland range from approximately 18.05' NAVD or more in the center to approximately 20.8' NAVD or less along the edges. The top of bank berm elevation is 26.0' NAVD. Therefore, the wetland will have the capacity to store up to approximately 88 acre-feet of flood storage (21.7' NAVD control elevation to maximum storage elevation of 25' NAVD). This translates into approximately (7) seven feet of water in the deeper areas of the wetland or less in areas higher in elevation in the wetland during extreme flooding or storm events. The water above the control elevation will be stored for no longer than 10 days and released as the outfall capacity (Bayshore Creek) and other downstream conveyances would allow (refer to Special Condition No. 17). The mitigation, maintenance and monitoring plan is attached as Exhibit No. 3.3 and the planting plan for the wetland preserve, Bayshore Creek widening area, and berm areas is attached as Exhibit No. 3.4. The draft passive recreational deed of conservation easement is attached as Exhibit No. 3.5. The work schedule for the mitigation activities is attached as Exhibit No. 3.6.

The control elevation of 21.7' NAVD for the site was determined using biological indicators. Construction plans include turbidity and erosion control measures. In addition, specifications were included to ensure bare earth areas are stabilized immediately upon reaching final grades when work is being conducted adjacent to wetlands and/or draining to receiving water bodies.

The proposed mitigation is located within the same basin as the impacts, therefore pursuant to Section 10.2.8 of Volume I, the project will not result in unacceptable cumulative impacts to the Tidal Caloosahatchee Drainage Basin.

Wetland Inventory :**CONSTRUCTION NEW -Nalle Grade Park (Direct Impacts)**

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
1	ON	641	Direct	1.02	.60						-.600	-.612
1a	ON	641	Direct	.41	.50						-.500	-.205
1b	ON	641	Direct	.42	.53						-.530	-.223
1c	ON	641	Direct	1.32	.47						-.470	-.620
Total:				3.17								-1.66

Wetland Inventory :**CONSTRUCTION NEW -Nalle Grade Park (Secondary Impacts)**

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
Offsite	OFF	641	Secondary	.96	.47	.00					-.470	-.451
1	ON	641	Secondary	.74	.60	.50					-.100	-.074
1a	ON	641	Secondary	.54	.50	.47					-.030	-.016
1b	ON	641	Secondary	.72	.53	.50					-.030	-.022
1c	ON	641	Secondary	.38	.50	.47					-.030	-.011
Total:				3.34								-.57

Wetland Inventory :**CONSTRUCTION NEW -Onsite Mitigation**

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
1	ON	641	Enhancement	9.59	.60	.67	1	1.00		641	.070	.671
1a	ON	641	Enhancement	.04	.50	.63	1	1.00		641	.130	.005
1b	ON	641	Enhancement	.48	.47	.63	1	1.00		641	.160	.077
1c	ON	641	Enhancement	11.85	.53	.67	1	1.00		641	.140	1.659
Total:				21.96								2.41

<u>FlucCs Code</u>	<u>Description</u>
641	Freshwater Marshes

Fish And Wildlife Issues:

A protected species survey was conducted by ecologists from Boylan Environmental Consulting during December 2013. Based on the results of these surveys, a great white egret, little blue heron, white ibis, one (1) stick nest, and eight (8) cavity trees were observed. A map depicting the locations of the cavity trees and stick nest are attached as Exhibit No. 3.7. Prior to the commencement of construction, additional wildlife surveys shall be performed to demonstrate that no listed species resources, specifically the bonneted bat and Big Cypress fox squirrel, are present which may be adversely impacted by the proposed construction activities.

The project area falls within the United States Fish and Wildlife Service (FWS) Consultation Area for the Florida bonneted bat. Additionally, the project area is located within the core foraging area for wood stork colony nos. 619041 and 619040. The wetlands or surface waters to be impacted provide habitat for wetland-dependent species. The remaining onsite wetland preserve conservation areas will provide valuable habitat for wetland-dependent species, such as wading birds, that potentially utilize the habitats within the project site. No adverse impacts are anticipated to these species as a result of the proposed project. A listed species management plan is attached as Exhibit No. 3.8.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

RELATED CONCERNS:**Water Use Permit Status:**

The applicant has indicated that irrigation and dewatering are not required for construction of this project. There is an active water use permit (Permit No. 36-06197-W) for public water supply withdrawals from the Sandstone Aquifer for the archery/park facility onsite that will expire on March 13, 2027. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources (DHR) dated May 23, 2017, indicating that no significant archaeological or historical resources are recorded in the project area and therefore the project is unlikely to have an effect upon any such properties. The DHR requested that a condition be added to the permit regarding unexpected discoveries during ground disturbing activities on the property. Please refer to General Condition No. 14. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

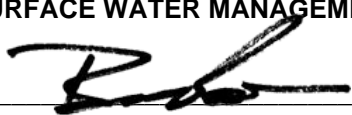
STAFF REVIEW:**DIVISION APPROVAL:****NATURAL RESOURCE MANAGEMENT:**



Laura Layman

DATE: 7/7/17

SURFACE WATER MANAGEMENT:

A handwritten signature in black ink, appearing to read 'Brian Rose', is written over a horizontal line.

Brian Rose, P.E.

DATE: 7/7/17

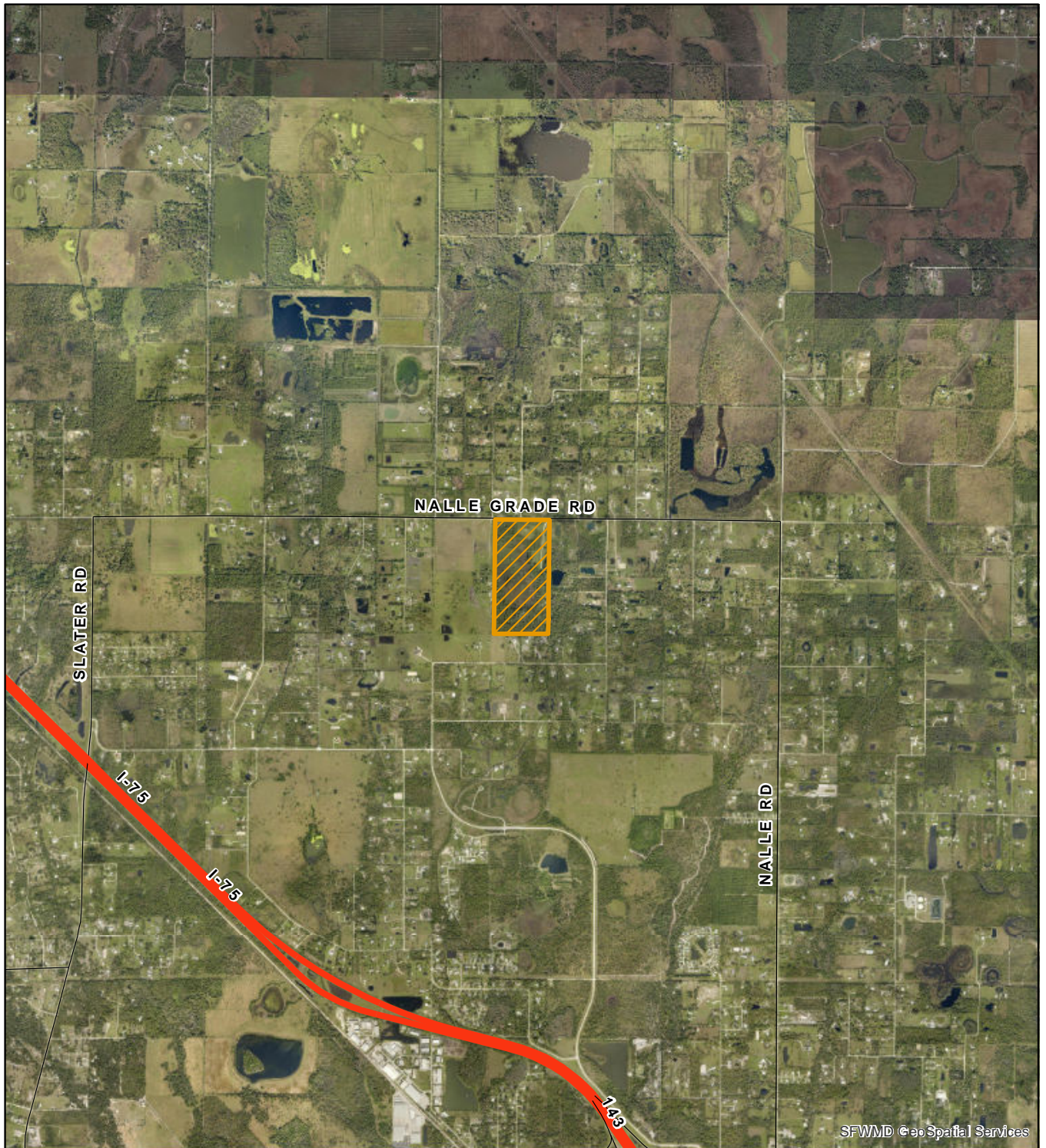




Exhibit No: 1	Exhibit Created On: 2017-05-18	LEE COUNTY, FL	 Application 
<p align="center">REGULATION DIVISION</p> <p align="center">Project Name: NALLE GRADE STORMWATER PARK</p> <div data-bbox="185 1755 279 1842"> </div> <div data-bbox="357 1810 738 1866"> <p>0 2,800 5,600</p> <p>Feet</p> </div> <div data-bbox="812 1749 863 1850"> <p>N</p> </div>			

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF NATURAL RESOURCES
CN-130299

PLANS OF PROPOSED
NALLE GRADE PARK HYDROLOGIC RESTORATION

DATE: June, 2016

GENERAL STATEMENT:

General Statement: Included herewith are site development plans to improve an existing Lee County owned 76.76 acre property located along the south side of Nalle Grade Road as a combination public community park and storm water quality treatment system serving the Bayshore Creek Watershed. The improved water quality treatment will directly benefit the downstream receiving waters of the Caloosahatchee River by the removal of nutrients such as: Nitrogen and Phosphorous within the untreated storm runoff from upstream basins of the Bayshore Creek watershed.

The project includes the following general improvements:

- 4.09 acre Dry Retention area impoundment;
- Hydrologic restoration of an existing wetland;
- Ancillary improvements to the park area including two (2) open water (lake) areas and a filter strip bordering Nalle Grade Road.

The existing archery club lease area utilizing the southern third of the parcel will remain "as-is" with exception of minor drainage improvements.

The improvements will be constructed in one phase. A future park parking lot has been planned and shown, but is not included as part of this contract.

INDEX OF SHEETS:

SHEET No.	DESCRIPTION:
13046 - 01	COVER SHEET
13046 - 02	AERIAL EXHIBIT - SOILS/FLUCCS DATA
13046 - 03	GENERAL NOTES
13046 - 04	BOUNDARY & TOPOGRAPHIC SURVEY
13046 - 05	SITE PLAN
13046 - 06	GRADING AND DRAINAGE PLAN - NE
13046 - 07	GRADING AND DRAINAGE PLAN - NW
13046 - 08	GRADING AND DRAINAGE PLAN - SE
13046 - 09	GRADING AND DRAINAGE PLAN - SW
13046 - 10	TYPICAL SECTIONS
13046 - 11A	PUMP STATION - HYDRAULIC DIAGRAM AND NOTES
13046 - 11B	PUMP STATION DETAILS
13046 - 12	DRAINAGE DETAILS - DS #1, CONTROL STRUCTURE
13046 - 13	DRAINAGE DETAILS - DS #2, CONTROL STRUCTURE
13046 - 14	DRAINAGE DETAILS - DS #5, DS #1 & 2 FRONT VIEW
13046 - 15	DRAINAGE DETAILS - DS #3 and DS #4 (TYPICAL DETAILS)
13046 - 16	PAVING AND SITE DETAILS
13046 - 17	FDOT STANDARD DETAILS
13046 - 18	FENCING DETAILS
13046 - 19	EROSION AND SEDIMENT CONTROL PLAN
13046 - 20	EROSION AND SEDIMENT CONTROL DETAILS
13046 - 21.1	3.44 ACRES OPEN BODY OF WATER
13046 - 21.2	CREATED FRESHWATER MARSH / VEGETATED STRIP FILTER MARSH
13046 - 21.3	2.59 OPEN WATER FEATURE
13046 - 21.4	WETLAND RESTORATION - SUPPLEMENTAL PLANTING ZONES PLAN

PREPARED BY:



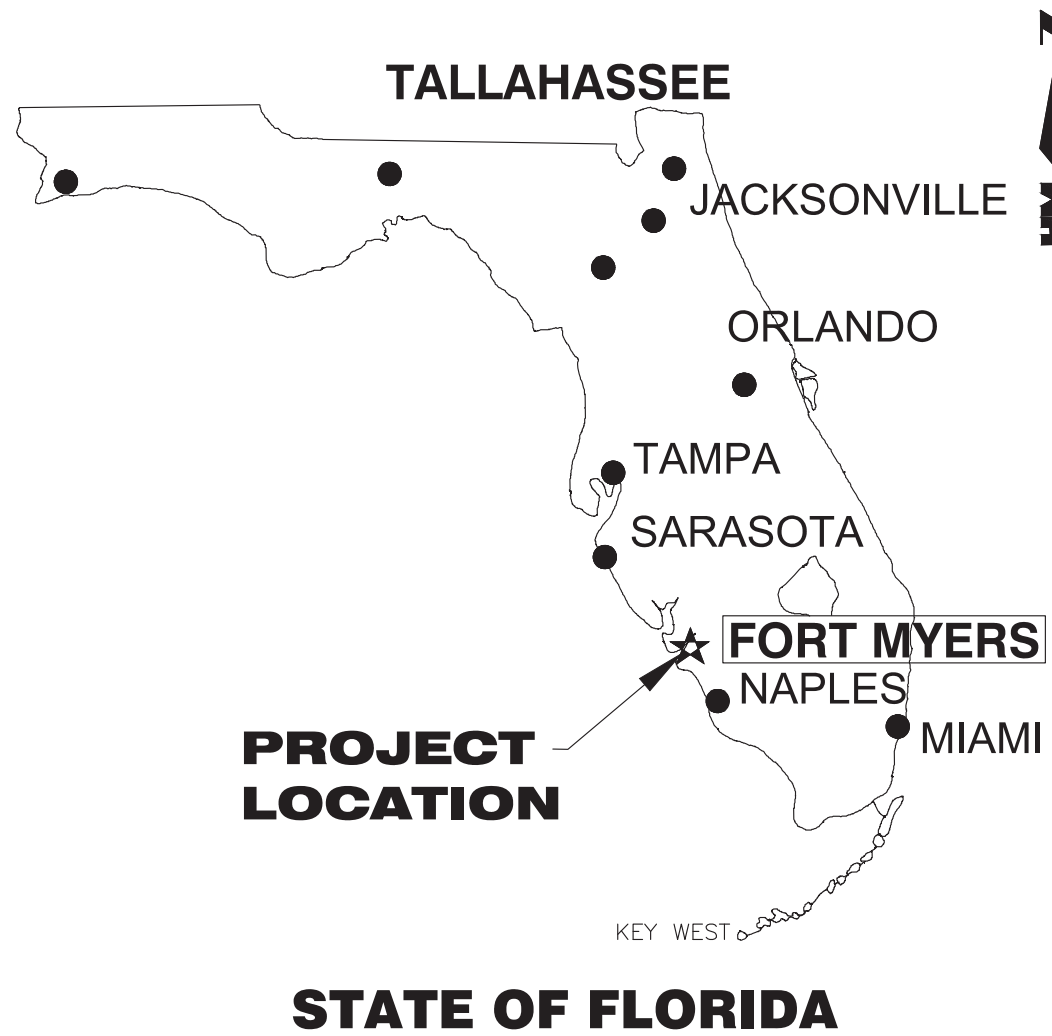
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

PLANTING PLANS DESIGNED BY:

EcoPlanz Inc. 2069 First Street
Suite 303
Fort Myers, FL 33901
TEL: 1.239.672.4373

THE CONTRACTOR SHALL VERIFY LOCATION OF
UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
"ALWAYS CALL 811 BEFORE YOU DIG"
WWW.SUNSHINE811.COM

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS
MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



BOARD OF COUNTY COMMISSIONERS

JOHN E MANNING	DISTRICT 1
CECIL L PENDERGRASS	DISTRICT 2
LARRY KIKER	DISTRICT 3
BRIAN HAMMAN	DISTRICT 4
FRANK MANN	DISTRICT 5

COUNTY MANAGER

ROGER DESJARLAIS

ASSISTANT COUNTY MANAGER

DAVE HARNER

DIVISION OF NATURAL RESOURCES

ROLAND OTTOLINI, P.E.

This is to certify that these plans and the associated construction project are in substantial compliance with the Lee County Land Development Code with the exception of the following deviations which have been approved by the Assistant County Manager.

Deviations:
None requested

Digitally signed by Richard Edmund Brylanski, P.E. 42339 State of Florida
DN: cn=Richard Edmund Brylanski, P.E. 42339 State of Florida, o=Printed copies of the document are not considered signed and sealed and all SHA-1 authentication code must be verified on any electronic copies., ou=This item has been electronically signed and sealed using a SHA-1 authentication codes, email=ricksbrylanski@hmeneg.com, c=US
Date: 2017.06.20 11:03:59 -04'00'

Richard E. Brylanski, FL # 42339

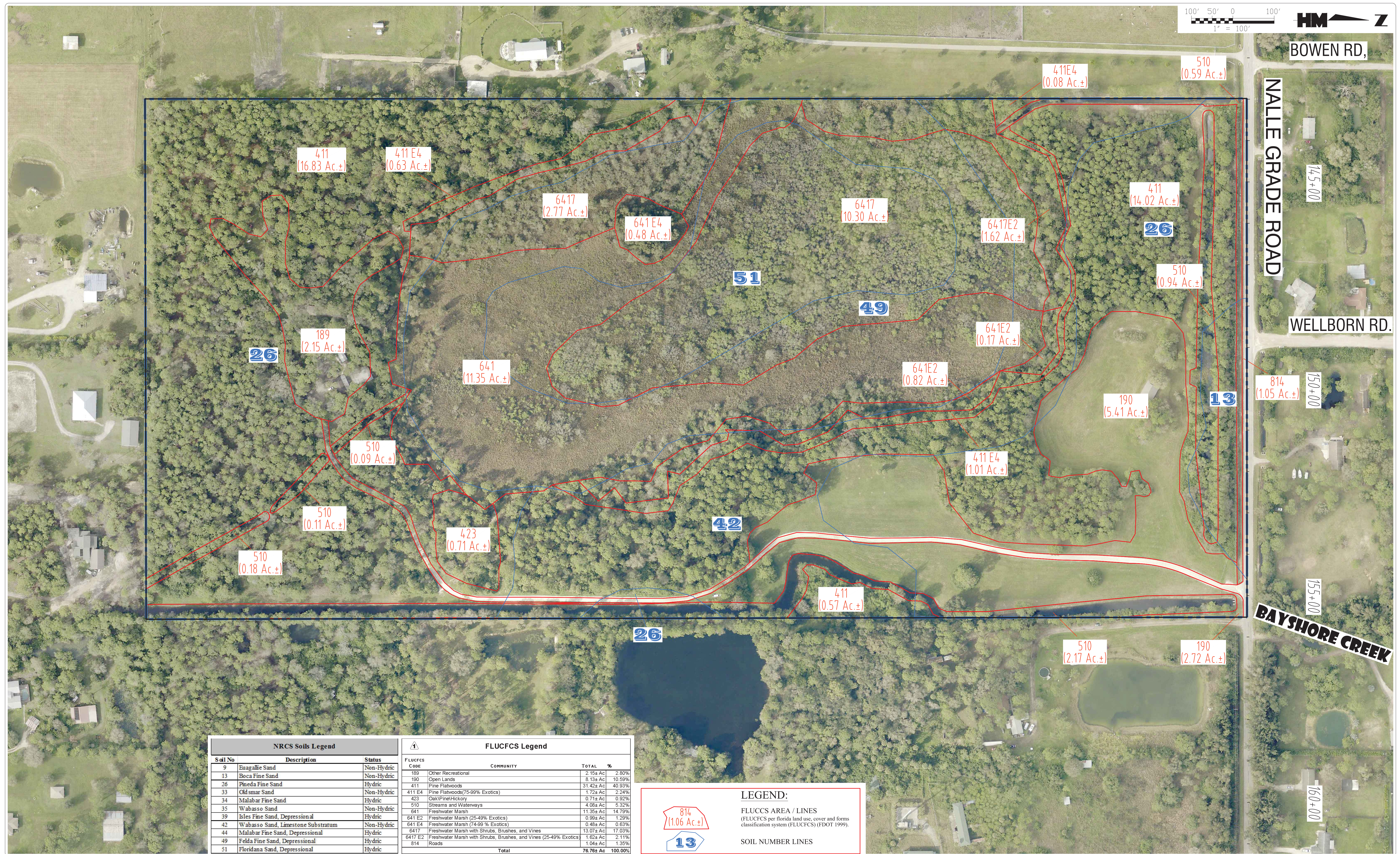
Date:

Development Order Approved:
Public Works Administration

Assistant County Manager
Dave Harner

Date

NUMBER	REVISIONS	DATE	DRAWING NO.	PROJECT NO.
1	REVISION PER SFWM REVIEW	06/01/2017	13046.CVR	2013046
2	REVISION PER LEE COUNTY REVIEW	02/03/2017		
3	REVISION PER SFWM REVIEW	08/12/2016		
4				



NRCS Soils Legend		
Soil No	Description	Status
9	Eugallie Sand	Non-Hydric
13	Boca Fine Sand	Non-Hydric
26	Pineda Fine Sand	Hydric
33	Oldsmar Sand	Non-Hydric
34	Malabar Fine Sand	Hydric
35	Wabasso Sand	Non-Hydric
39	Isles Fine Sand, Depressional	Hydric
42	Wabasso Sand, Limestone Substratum	Non-Hydric
44	Malabar Fine Sand, Depressional	Hydric
49	Felda Fine Sand, Depressional	Hydric
51	Floridana Sand, Depressional	Hydric

814
(1.06 Ac.±)

13

4		
3		
2		
1	GENERAL REVISION	04/10/2017
NUMBER	REVISIONS	DATE

DESIGNED BY	DATE
DRAWN BY VZ	DATE 02/14/15
CHECKED BY REB	DATE JUNE/17
VERTICAL SCALE N/A	HORIZONTAL SCALE 1"=100'

6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

THESE DRAWINGS ARE NOT APPROVED
UNLESS SIGNED & SEALED BELOW:

.....
RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

C:\Users\Valentin.Zdrovkov\AppData\Local\temp\AcPublish_10708\13046.03-CN.dwg Tab: GN Jun 20, 2017 -- 10:01am

GENERAL NOTES:

1. THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION UNLESS IT IS SIGNED AND SEALED BY THE ENGINEER OF RECORD.

2. ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988.

3. FOR EXISTING BENCH MARK INFORMATION SEE THE PROJECT BOUNDARY SURVEY AND THE SITE PLAN SHEET. CONVERSION OF ELEVATIONS TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) IS ADDITION OF 1.175 TO THE NAVD 88 VALUES.

4. BENCH MARKS SHALL BE ESTABLISHED BY CONTRACTOR DURING CONSTRUCTION WITHIN 100' OF EACH STRUCTURE OR GROUP OF STRUCTURES BY A STATE OF FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER.

5. ALL PROPERTY LINE MARKERS (IRON PINS, CONCRETE MONUMENTS, ETC.) DESTROYED DURING CONSTRUCTION SHALL BE REPLACED IN-KIND BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO RESET PROPERTY MARKERS. THE CONTRACTOR SHALL VERIFY AND RECORD THE EXISTENCE OR LACK OF EXISTENCE OF ALL PROPERTY MONUMENTS ADJACENT TO THE PROJECT PRIOR TO CONSTRUCTION.

6. RIGHT-OF-WAY AND PROPOSED EASEMENT LINES SHOWN ARE APPROXIMATE. ACTUAL PROPOSED EASEMENTS SHALL BE STAKED BY THE CONTRACTOR IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION. STAKEOUT SHALL BE BASED UPON SKETCHES AND LEGAL DESCRIPTIONS.

7. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A FLORIDA LICENSED LAND SURVEYOR TO ESTABLISH THE RIGHT-OF-WAY AND PROPOSED EASEMENTS. IN NO CASE SHALL THE CONTRACTOR CONSTRUCT IMPROVEMENTS OR PERFORM DEMOLITION ACTIVITIES OUTSIDE THE EXISTING RIGHT-OF-WAY OR PROPOSED EASEMENTS WITHOUT THE PRIOR APPROVAL FROM THE PROPER AUTHORITIES. ANY SUCH WORK PERFORMED OUTSIDE THE RIGHT-OF-WAY OR APPROVED PROPOSED EASEMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

8. THIS PROJECT PRESENTS NO ADVERSE IMPACTS ON LOCAL SURFACE OR GROUNDWATERS.

9. SURFACES MUST VARY EVENLY AND SMOOTHLY BETWEEN GRADES, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. A 2-1/2" ALLOWANCE (OVER EXCAVATION) MUST BE PROVIDED FOR ALL SODDED AREAS FROM THAT SHOWN AS A FINISHED GRADE TO THE "TOP OF SOD".

10. IF A REQUIRED DIMENSION IS NOT SHOWN OR A DISCREPANCY IS FOUND ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO COMMENCING TO THAT PART OF THE AFFECTED CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PROJECT ENGINEER IF THERE IS ANY PROBLEM WITH THE LAYOUT OF DESIGN, SOIL CONDITIONS, PLANT AVAILABILITY, OR OTHER CONDITIONS WHICH AFFECT THE QUALITY OF THE JOB.

11. VEGETATION NOTE: IN ACCORDANCE WITH THE PROVISIONS OF THE LEE COUNTY ALL EXOTIC VEGETATION WILL BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL REMOVAL AND MAINTENANCE THEREOF THROUGH OUT THE PROJECT. THE CONTRACTOR SHALL TAKE EXTREME CARE TO AVOID ANY DISTURBANCE TO SFWMD AND ACOE JURISDICTIONAL LANDS DURING THEIR CUSTODY AND CONTROL OF THE SITE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE RESTORATION AND MITIGATION OF ANY UNAUTHORIZED JURISDICTIONAL IMPACTS RESULTING DIRECTLY OR INDIRECTLY FROM THEIR WORK PRODUCT AND ACTIVITY.

12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) UNLESS OTHERWISE SPECIFIED. ALL DETAILS PER FDOT ROAD AND TRAFFIC DESIGNS (LATEST EDITION) UNLESS OTHERWISE SPECIFIED.

13. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR EACH INLET OR OTHER STRUCTURE AND DEVICE AS APPROPRIATE FOR REVIEW AND APPROVAL BY THE PROJECT ENGINEER PRIOR TO FABRICATION.

14. CONTRACTOR SHALL MAINTAIN A CURRENT AND UPDATED SET OF AS-BUILT DRAWINGS AT ALL TIMES AND PROVIDE ONE (1) COPY TO THE PROJECT ENGINEER UPON COMPLETION OF CONSTRUCTION.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THEIR PRESERVATION UNTIL THE PROJECT IS COMPLETE AND ACCEPTED.

16. LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS ARE BASED ON AVAILABLE INFORMATION SUPPLIED BY LOCAL UTILITY DEPARTMENTS AND COMPANIES. EXTREME CAUTION IS TO BE USED WHEN EXCAVATING, AS THE NUMBER AND LOCATION OF EXISTING UTILITIES HAVE NOT BEEN VERIFIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD LOCATE AND VERIFY ANY AND ALL EXISTING UTILITIES SHOWN AND NOT SHOWN. CONTACT SUNSHINE STATE ONE CALL (800/432-4770) 72 HOURS PRIOR TO EXCAVATION FOR FIELD LOCATION. ALL COORDINATION AND REQUIRED UTILITY COMPANY TEMPORARY PROTECTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

17. DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN, AND PROPERTY DURING CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
18. UTILITIES TO BE RELOCATED AND/OR PROPOSED UTILITY SERVICES BY OTHERS SHALL BE RESPONSIBILITY AND BE COORDINATED BY THE CONTRACTOR.

19. ANY DAMAGE TO EXISTING DRAINAGE PIPES AND STRUCTURES SHALL BE REPLACED WITH NEW MATERIAL AT THE CONTRACTOR'S EXPENSE.

20. THE CONTRACTOR SHALL COMPLY WITH F.D.O.T. STANDARD INDEX 600 AND WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR MAINTENANCE OF TRAFFIC (MOT) AND MOT PLANS.

21. ALL DAMAGED AREAS TO BE RESTORED TO PREVIOUS CONDITION OR BETTER. MAILBOXES, SIGNS, AND THE LIKE TO BE REMOVED AND REPLACED UNDAMAGED. ALL DISTURBED AREAS TO BE SODDED. PROVIDE SOLID SOD ALONG NEW SLOPES AND IN SWALES TO PREVENT EROSION AND A MINIMUM OF 24 INCHES WIDE AROUND NEW DRAINAGE STRUCTURES.

22. CONTRACTOR MUST COMPLY WITH THE FLORIDA TRENCH SAFETY ACT OF 1990.

23. ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM ACCESS ROADS AND DRAINAGE SWALES AT COMPLETION OF WORK EACH DAY.

24. ALL EXCESS CONSTRUCTION MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS AND APPLICABLE LOCAL AND FEDERAL CODES AND REGULATIONS IN A LEGAL MANNER.

25. PRIOR TO SODDING THE ENGINEER SHALL BE CONTACTED TO VERIFY SWALE INVERTS FOR PROPER DRAINAGE. THE ENGINEER RESERVES THE RIGHT TO ESTABLISH SWALE GRADES FOR RESTORATION ACTIVITIES TO ENSURE PROPER OFF-SITE TO ONSITE DRAINAGE FOLLOWING RESTORATION.

26. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE GRADING IN AREAS NOT PROVIDED WITH ELEVATION CONTROL TO PREVENT STANDING WATER AND TRIPPING HAZARDS.

27. THE CONTRACTOR SHALL ABIDE BY ALL RULES AND CONDITIONS OF EXISTING SFWMD AND LEE COUNTY PERMITS.

28. ALL DISTURBED SLOPES SHALL BE SODDED WITHIN 48 HOURS OF COMPLETION OF FINAL GRADING.

29. ALL EROSION CONTROL DEVICES (I.E. TURBIDITY CURTAINS AND SILT FENCES) SHALL BE IN PLACE PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITIES.

30. THE CONTRACTOR SHALL PREPARE AND SUBMIT THE EPA NPDES PERMIT AS SPECIFIED IN THE SPECIFICATIONS.

31. THE CONTRACTOR SHALL CONDUCT CLEANING AND DISPOSAL OPERATIONS TO COMPLY WITH ALL APPLICABLE PERMITS, LAWS AND REGULATIONS. CLEANING SHALL BE EXECUTED DAILY TO KEEP THE WORK, SITE AND ADJACENT PROPERTIES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, WATER, ERODED MATERIAL, RUBBISH AND WIND BLOWN DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.

32. THE CONTRACTOR SHALL PROVIDE SUITABLE ON-SITE CONTAINERS FOR THE DAILY COLLECTION OF ALL WASTE MATERIALS, DEBRIS AND RUBBISH. THE CONTAINERS SHALL BE PERIODICALLY EMPTIED AND WASTE MATERIALS DISPOSED OF AT A PROPERLY LICENSED AND PERMITTED DISPOSAL AREA AWAY FROM THE SITE.

33. PRIOR TO FINAL COMPLETION, THE CONTRACTOR SHALL CONDUCT AN INSPECTION OF SIGHT-EXPOSED INTERIOR AND EXTERIOR SURFACES AND ALL WORK AREAS TO VERIFY THAT THE ENTIRE WORK AND THE ENTIRE CONSTRUCTION AREA OF THE WORK ARE CLEAN.

34. ALL WORK SHALL BE COMPLETED IN A PROFESSIONAL MANNER WITH THE SITE BEING LEFT CLEAN BY CONTRACTOR AND OTHER RELATED CONTRACTORS.

35. THE CONTRACTOR SHALL PROVIDE PROTECTION OF EXISTING TREES TO BE PRESERVED ON OR OFF SITE WITHIN AREAS AFFECTED BY CONSTRUCTION.

36. ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO ENGINEER WITHIN 24 HOURS OF DISCOVERY.

37. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN AN APPROVED MANNER.

38. IF EVIDENCE OF THE EXISTENCE OF HISTORIC RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE DEPARTMENT OF HISTORICAL RESOURCES (HISTORY CENTER) WITHIN TWO WORKING DAYS. EXAMPLES OF EVIDENCE OF HISTORIC RESOURCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS AND MITIGATE ANY ADVERSE EFFECTS AS SOON AS POSSIBLE, BUT NOT LATER THAN THREE WORKING DAYS OF NOTIFICATION.
39. IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THE AREA MUST CEASE, AND THE PERMITTEE MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE AND NOTIFY THE DEPARTMENT OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL.

40. THIS SITE CAN BE UTILIZED SAFELY FOR BUILDING PURPOSES WITHOUT UNDUE DANGER FROM FLOODING OR ADVERSE SOIL CONDITIONS.

41. LENGTH OF STORM DRAIN PIPES ARE APPROXIMATE AND ARE MEASURED FROM CENTER OF STRUCTURE.

42. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECTED TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCED TO SCHEDULE INSPECTION.

43. THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE INSPECTED BY THE OWNER'S ENGINEER PRIOR TO FINAL ACCEPTANCE.

44. LOCATIONS OF INLETS AND STORM DRAINS MAY BE FIELD ADJUSTED BY ENGINEER TO PRESERVE EXISTING VEGETATION.

45. THE CONTRACTOR IS REQUIRED TO ADJUST ALL VALVE BOXES, MANHOLE RIMS, GRATES, ETC. AS NECESSARY TO MATCH PROPOSED GRADES.

46. CONTRACTOR TO PROVIDE SILT FENCE, STAKED HAY BALES AND OTHER APPROPRIATE MEASURES TO AFFECT THE FILTRATION OF SURFACE WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS OR SUITABLE EROSION PROTECTION TREATMENT.

47. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.

48. CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.

49. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.

50. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS; ACTUAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER OR ENGINEER.

51. CONTRACTOR SHALL REMOVE ALL MUCK AND OTHER UNSUITABLE MATERIAL FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL MUCK AND OTHER UNSUITABLE MATERIAL EXCAVATED FROM FILTER MARSHES OR REMOVED FROM FILL AREAS SHALL BE STOCKPILED AT THE PROPOSED PROJECT AS DETERMINED BY THE OWNER.

52. CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCE FOR EMPLOYEES AND DELIVERY OF MATERIALS.

53. DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM DEPOSITING INTO THE INLET.

54. THE CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS AND DEPTHS OF ALL IMPROVEMENTS INSTALLED ON A FINAL SET OF RECORD DRAWINGS.





55. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.

56. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED TREE REMOVAL PERMITS IF NECESSARY.

57. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NOI (NOTICE OF INTENT) FROM DEP PRIOR TO CONSTRUCTION.

58. EXCAVATION AND FILL ARE CONTRACTORS RESPONSIBILITY. THE OWNER IS NOT RESPONSIBLE FOR QUALITY OF MATERIAL ON SITE. GEOTECHNICAL BORING REPORT WILL PROVIDE ONLY A QUALITATIVE UNDERSTANDING OF ON SITE MATERIAL AT SELECTED LOCATIONS.

59. IT HAS BEEN THE EXPERIENCE OF THE COUNTY, WITH PROJECTS CONSTRUCTED WITHIN THIS GENERAL GEOGRAPHIC AREA, THAT ALTHOUGH PRELIMINARY BORINGS DID NOT INDICATE A CONSTANT PRESENCE OF ROCK, ROCK WAS ENCOUNTERED WHILE PERFORMING UNDERGROUND INSTALLATIONS. THEREFORE, THE CONTRACTOR SHOULD CONSIDER THE INCREASED COST OF ALL UNDERGROUND WORK ACTIVITIES WHILE PREPARING HIS BID. ALL COST OF ROCK EXCAVATION SHALL BE INCLUDED IN THE APPROPRIATE ITEMS OF WORK CONTAINED WHITIN THE CONTRACT. NO EXTRA COMPENSATION OR TIME EXTENSION WILL BE ALLOWED FOR ADDITIONAL WORK DIRECTLY ASSOCIATED WITH THE SPUDDING, EXCAVATION, CRUSHING, DISPOSAL, REPLACEMENT OF DISPLACED VOLUME OF EXTRACTED ROCK WITH FILL MATERIAL OR SPECIAL HANDLING OF ROCK.

		
		
		
	REVISION PER LEE COUNTY REVIEW	02/03/2017
NUMBER	REVISIONS	DATE

NALLE GRADE STORMWATER PARK

LEE COUNTY, FLORIDA

DESIGNED BY

DATE

DRAWN BY

DATE

CHECKED BY

DATE

VERTICAL SCALE

HORIZONTAL SCALE

6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772



HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

GENERAL NOTES

THESE DRAWINGS ARE NOT APPROVED UNLESS SIGNED & SEALED BELOW:

RICHARDO E. BRVALANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017,.....

CAD FILE NAME:

DRAWING NO.:

PROJECT NO.:

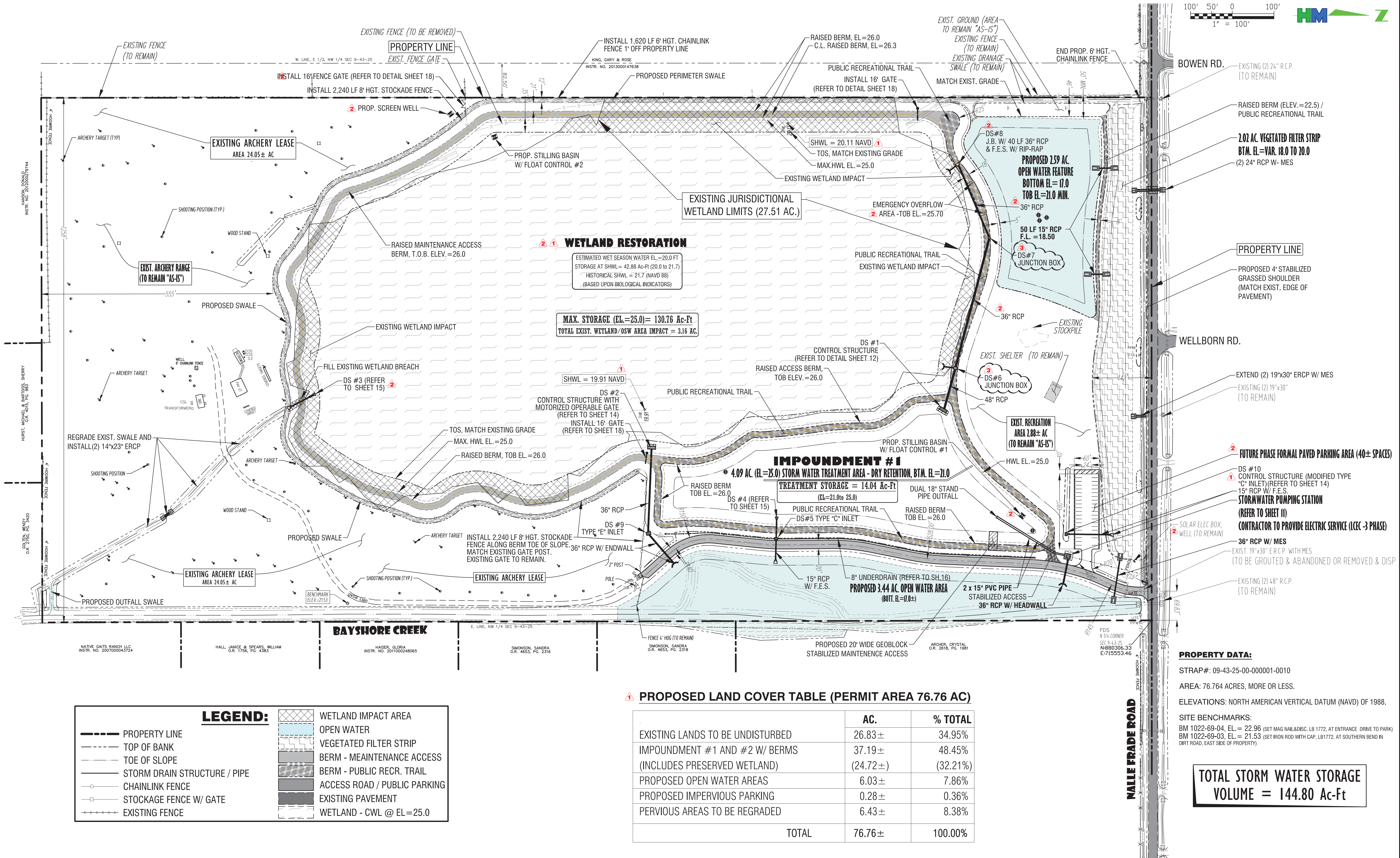
SHEET NO.:

13046.GN

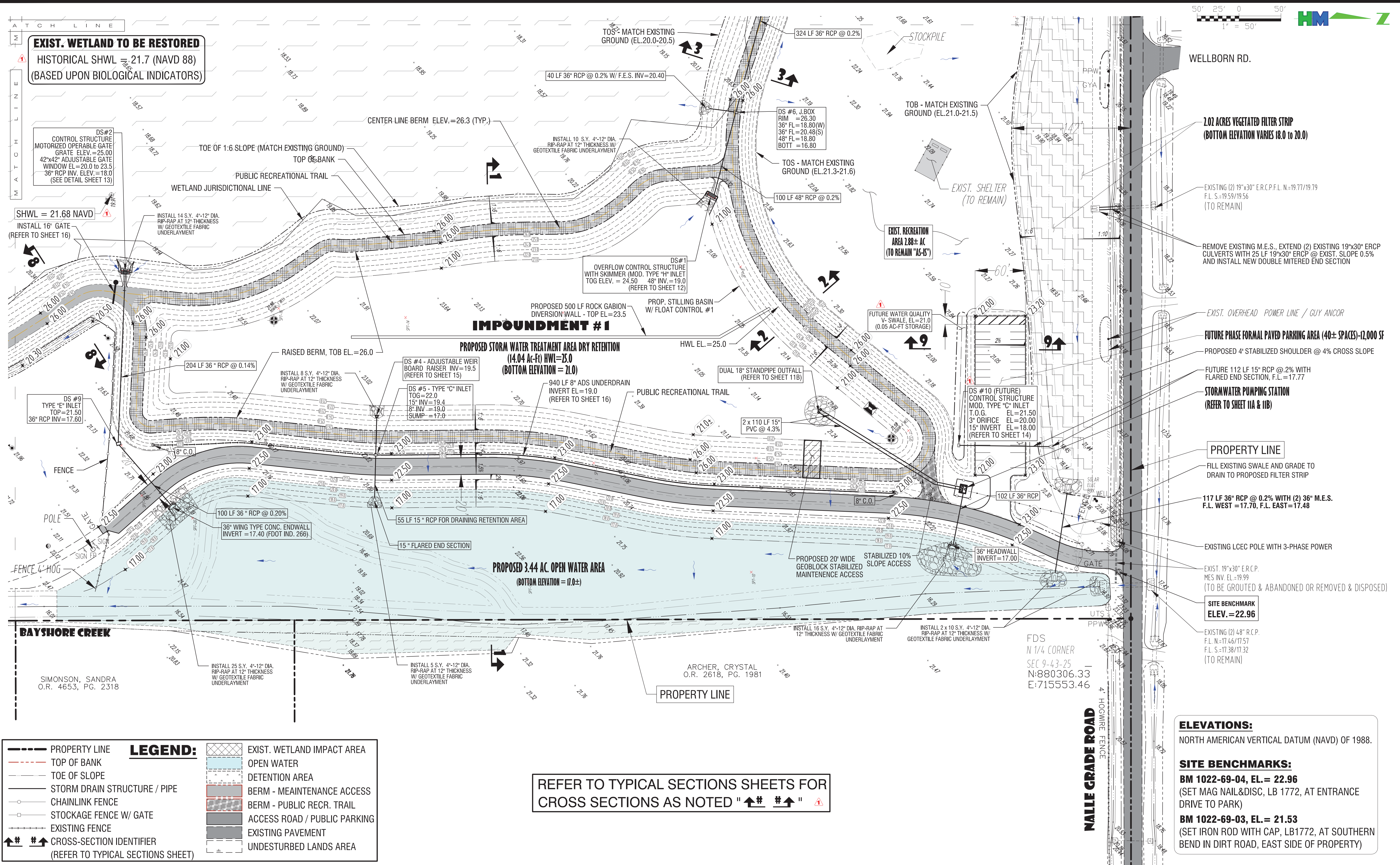
2013046

3

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C:\Users\ValentinZdravkov\appdata\local\temp\AcPublish_10708\13046.06-GDP.dwg Tab: GDP-NE Jun 20, 2017 9:54am



4		
3		
2		
1	REVISION PER SPWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	REB	DATE	MAY/16
DRAWN BY	VZ	DATE	02/18/15
CHECKED BY	REB	DATE	JUNE/17
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=50'



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

GRADING & DRAINAGE PLAN

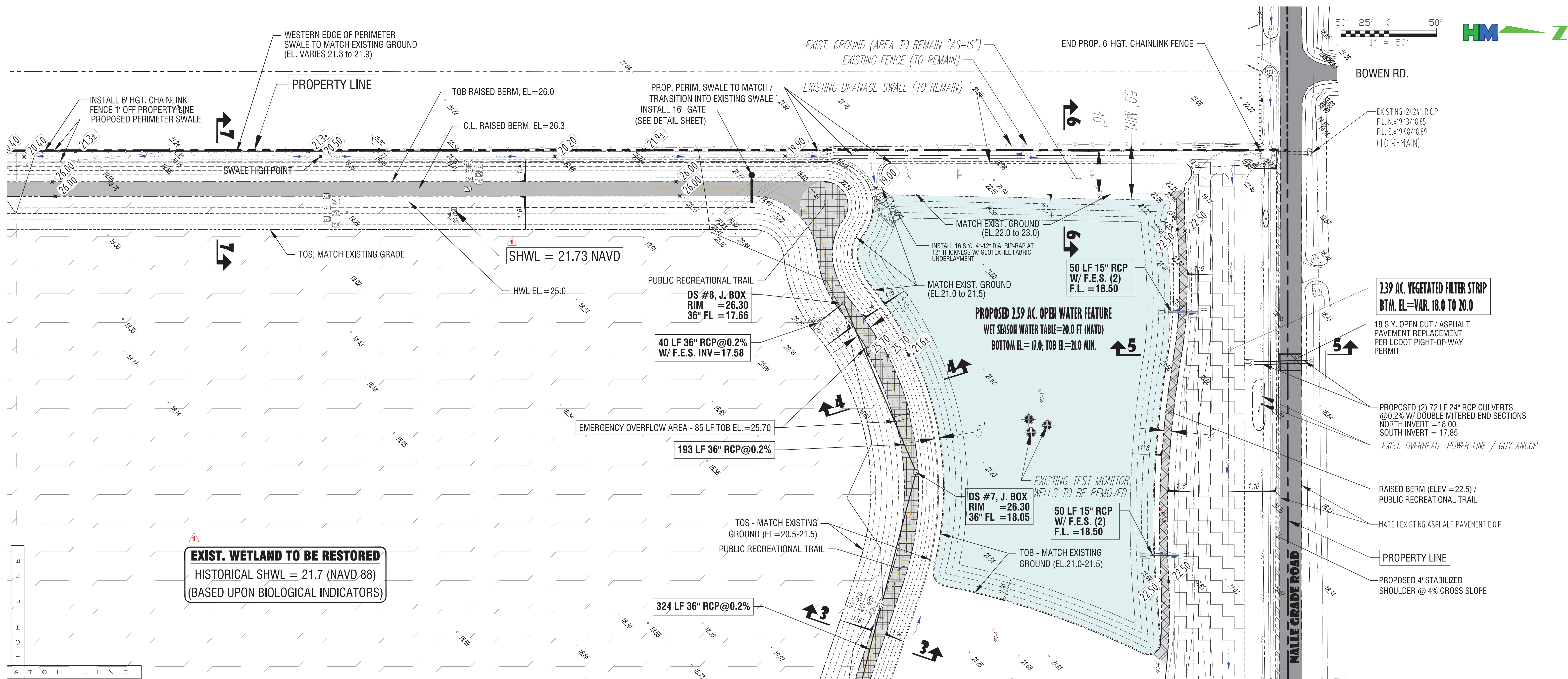
NORTHEAST QUARTER

THESE DRAWINGS ARE NOT APPROVED
UNLESS SIGNED & SEALED BELOW:

RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

CAD FILE NAME:	DRAWING NO.:
13046.GDP	
PROJECT NO.:	SHEET NO.:
2013046	6

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LEGEND:		
---	PROPERTY LINE	EXIST. WETLAND IMPACT AREA
---	TOP OF BANK	OPEN WATER
---	TOE OF SLOPE	DETENTION AREA
---	STORM DRAIN STRUCTURE / PIPE	BERM - MAINTENANCE ACCESS
---	CHAINLINK FENCE	BERM - PUBLIC RECR. TRAIL
---	STOCKAGE FENCE W/ GATE	ACCESS ROAD / PUBLIC PARKING
---	EXISTING FENCE	EXISTING PAVEMENT
# #	CROSS-SECTION IDENTIFIER (REFER TO TYPICAL SECTIONS SHEET)	UNDISTURBED LANDS AREA

REFER TO TYPICAL SECTIONS SHEETS FOR CROSS SECTIONS AS NOTED " # # "

NUMBER	REVISIONS	DATE
1	REVISION PER LEE COUNTY REVIEW	02/03/2017
2	REVISION PER SFWMND REVIEW	08/12/2016

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

GRADING & DRAINAGE PLAN

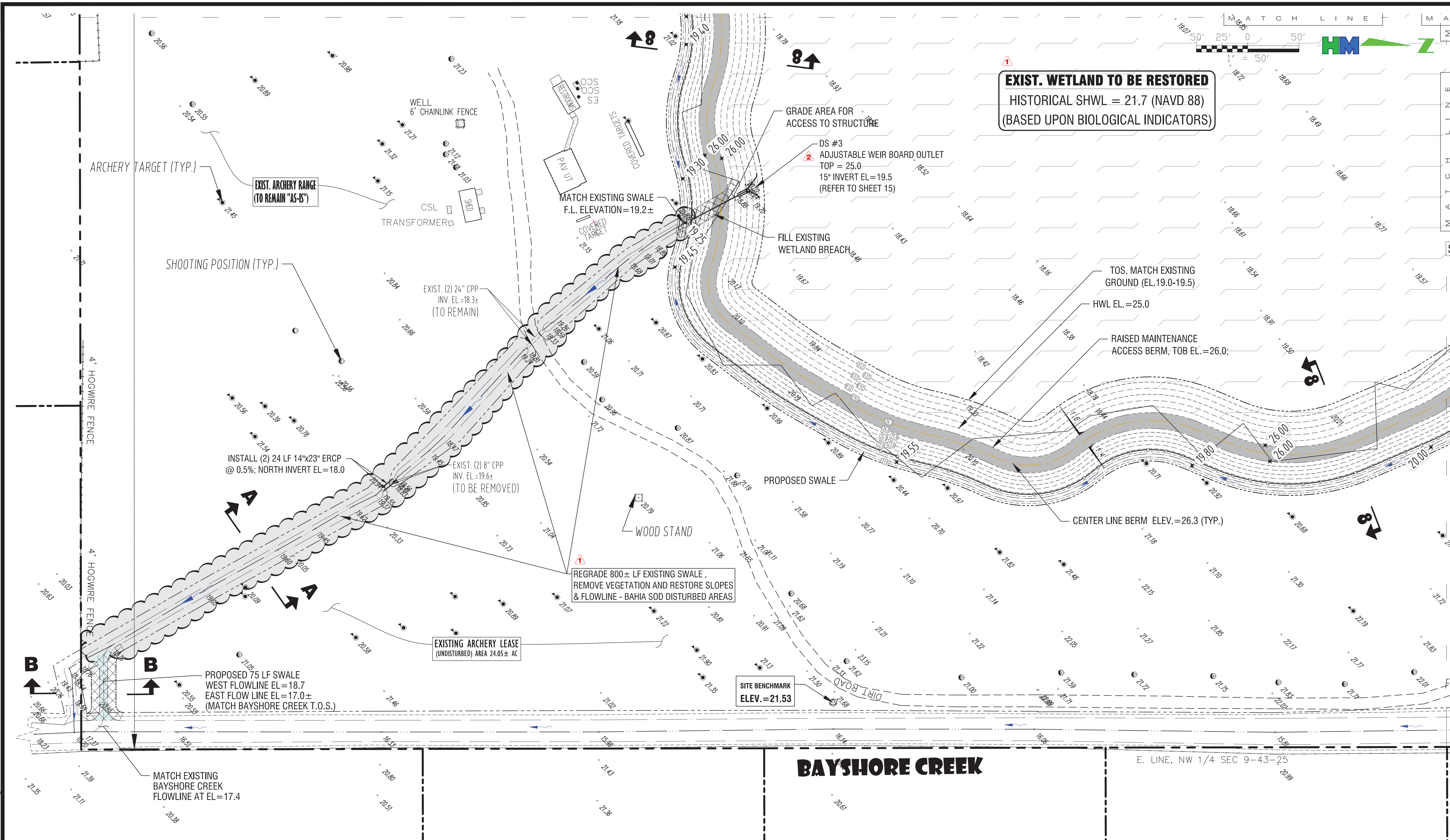
NORTHWEST QUARTER

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RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

CAD FILE NAME:	DRAWING NO.:
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PROJECT NO.:	SHEET NO.:
2013046	7

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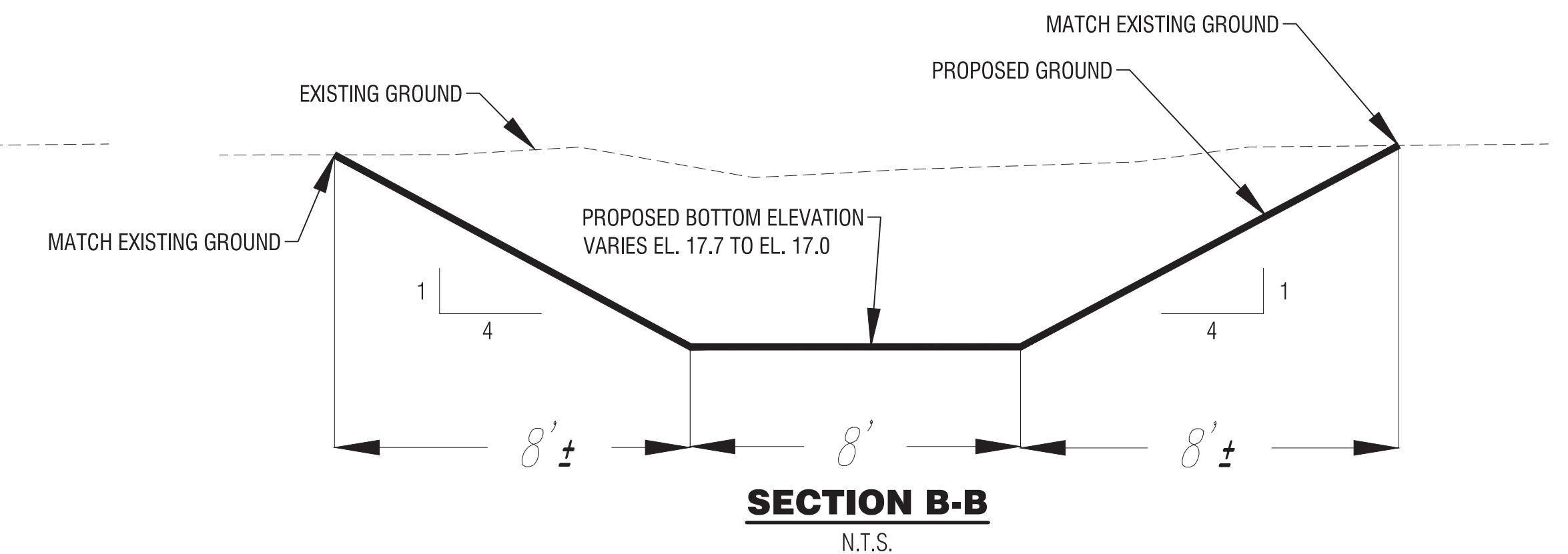
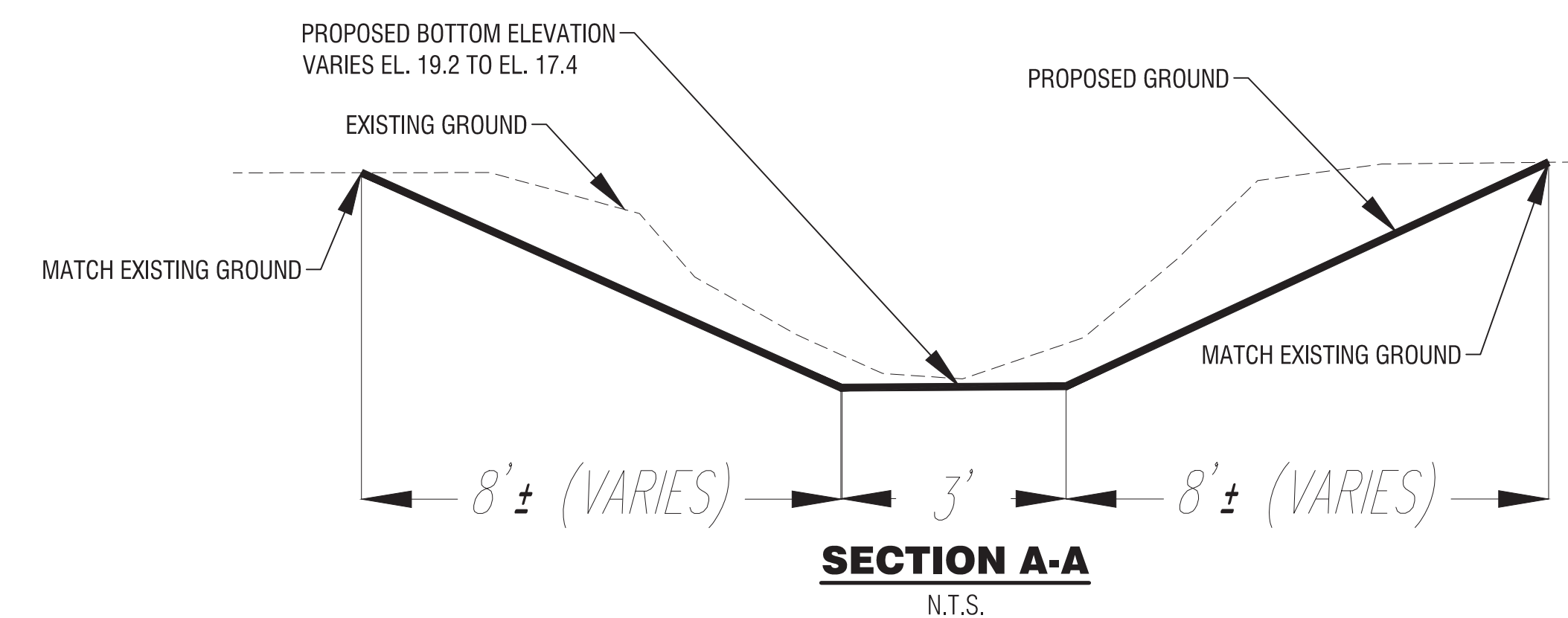
ELEVATIONS:
NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

SITE BENCHMARKS:
BM 1022-69-04, EL. = 22.96
(SET MAG NAIL&DISC, LB 1772, AT ENTRANCE DRIVE TO PARK)
BM 1022-69-03, EL. = 21.53
(SET IRON ROD WITH CAP, LB1772, AT SOUTHERN BEND IN DIRT ROAD, EAST SIDE OF PROPERTY)

REFER TO TYPICAL SECTIONS SHEETS FOR CROSS SECTIONS AS NOTED "A-A" "B-B"

LEGEND:

--- PROPERTY LINE	EXIST. WETLAND IMPACT AREA
- - - TOP OF BANK	OPEN WATER
- - - TOE OF SLOPE	DETENTION AREA
- - - STORM DRAIN STRUCTURE / PIPE	BERM - MAINTENANCE ACCESS
- - - CHAINLINK FENCE	BERM - PUBLIC RECR. TRAIL
- - - STOCKAGE FENCE W/ GATE	ACCESS ROAD / PUBLIC PARKING
- - - EXISTING FENCE	EXISTING PAVEMENT
CROSS-SECTION IDENTIFIER	UNDISTURBED LANDS AREA
(REFER TO TYPICAL SECTIONS SHEET)	



NUMBER	REVISIONS	DATE
1	REVISION PER LEE COUNTY REVIEW	02/03/2017
2	REVISION PER SFWMND REVIEW	08/12/2016

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY: _____ DATE: _____

DRAWN BY: VZ DATE: 02/18/15

CHECKED BY: REB DATE: JUNE/17

VERTICAL SCALE: N/A HORIZONTAL SCALE: 1"=50'

H M

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GRADING & DRAINAGE PLAN

SOUTHEAST QUARTER

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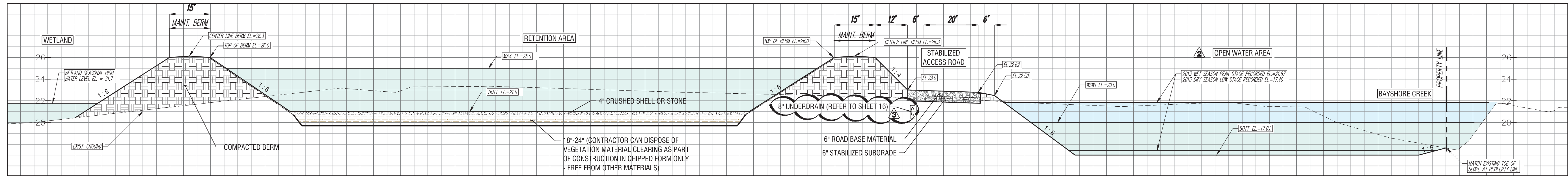
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FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

CAD FILE NAME: 13046.GDP

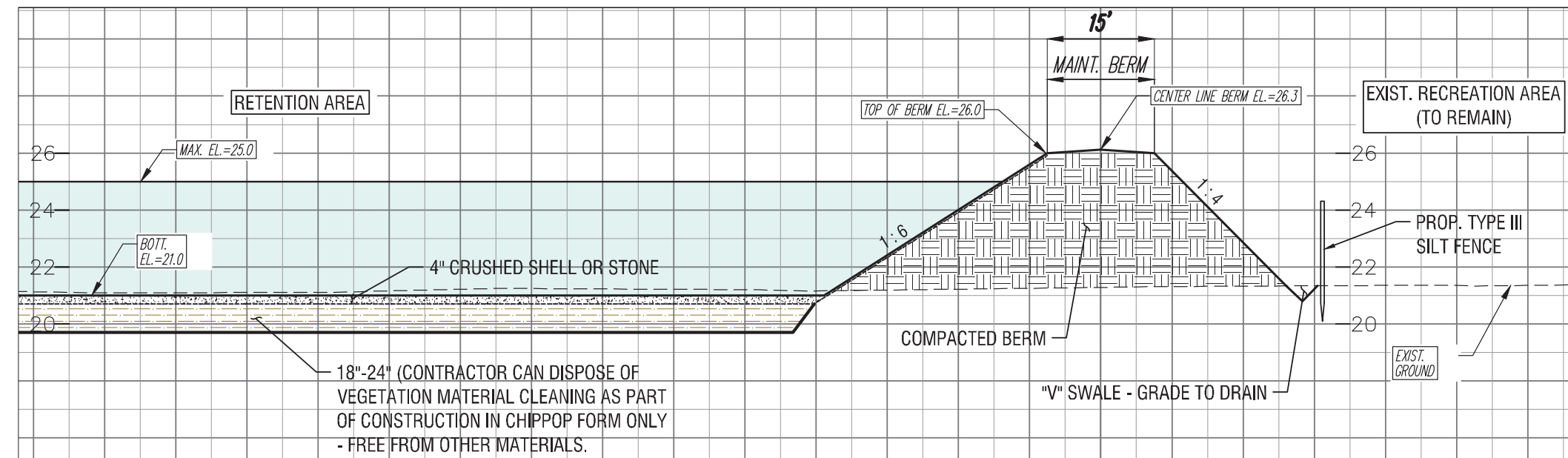
PROJECT NO.: 2013046

DRAWING NO.: SHEET NO.: 8

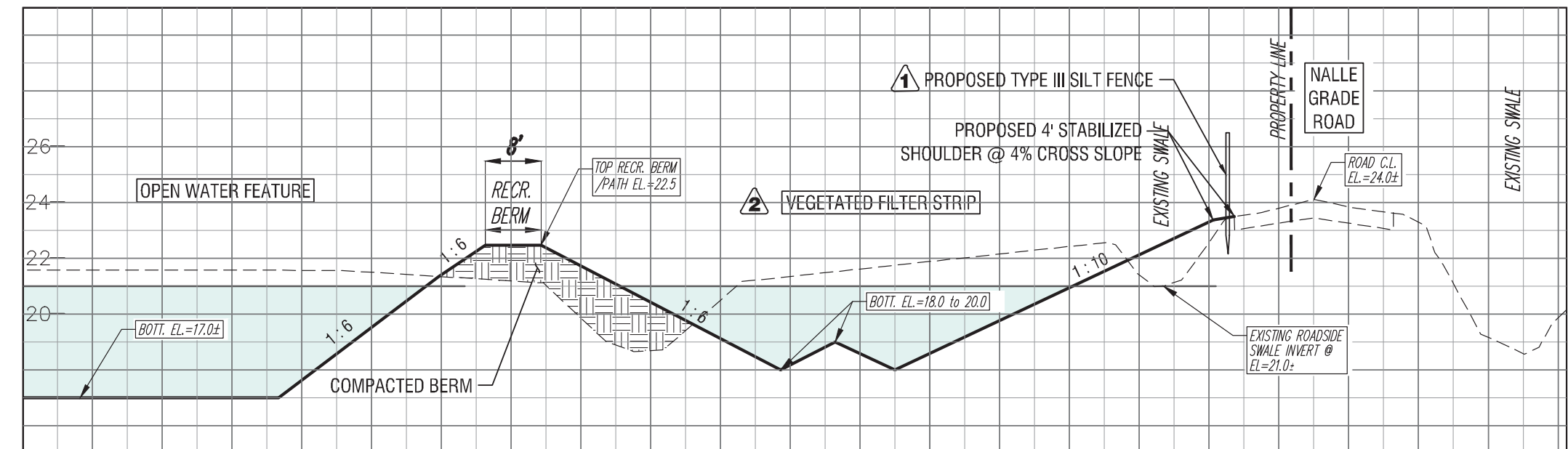
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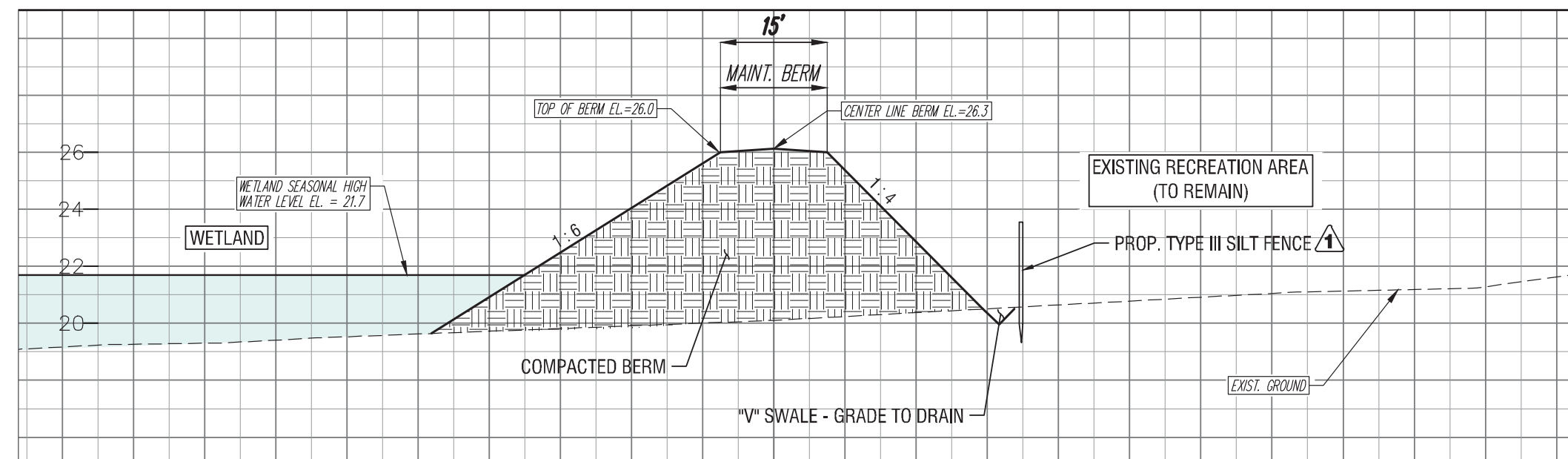
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SCALE: HOR.: 1" = 20' VERT. 1" = 5'



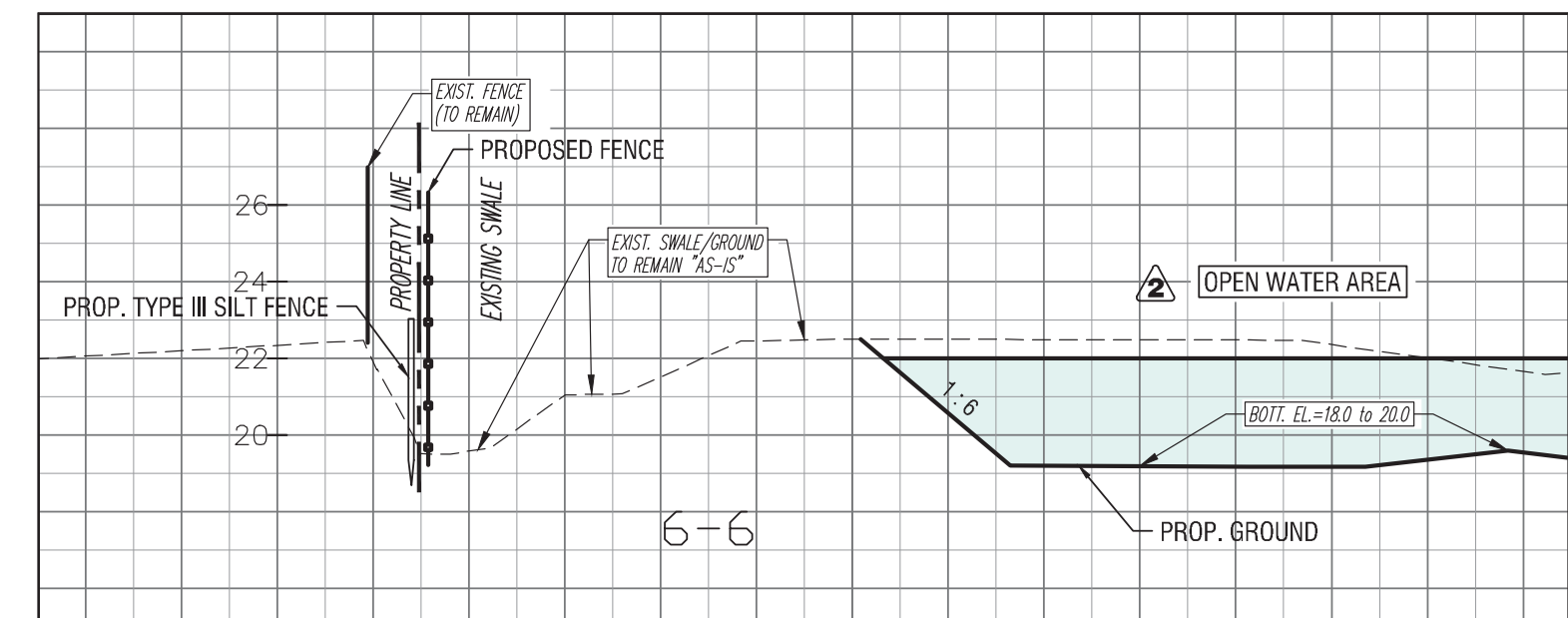
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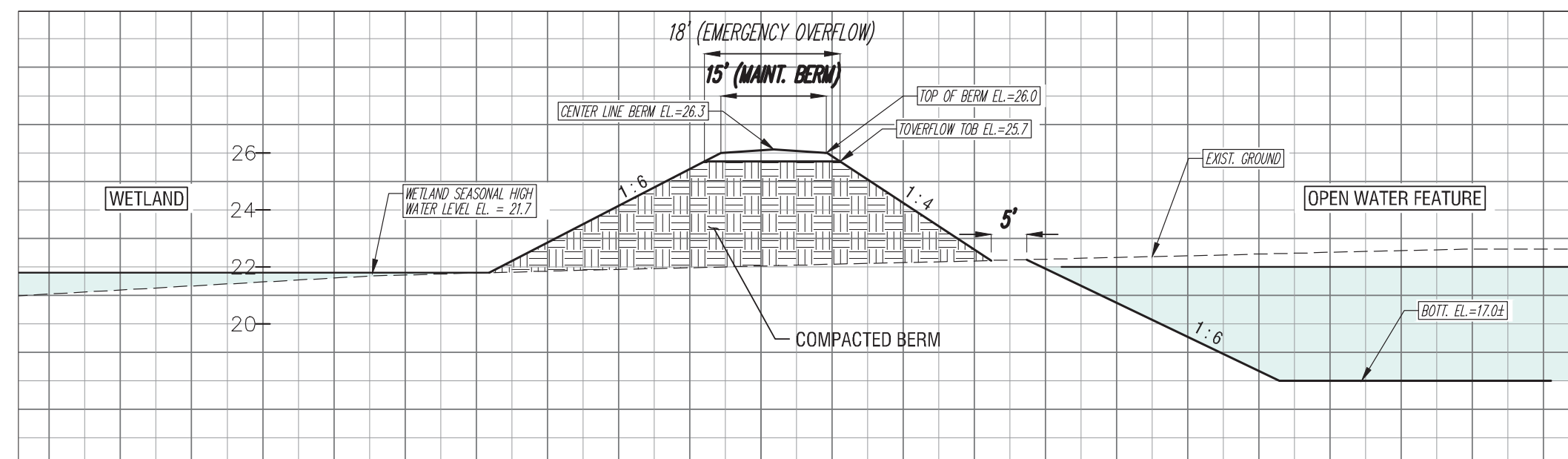
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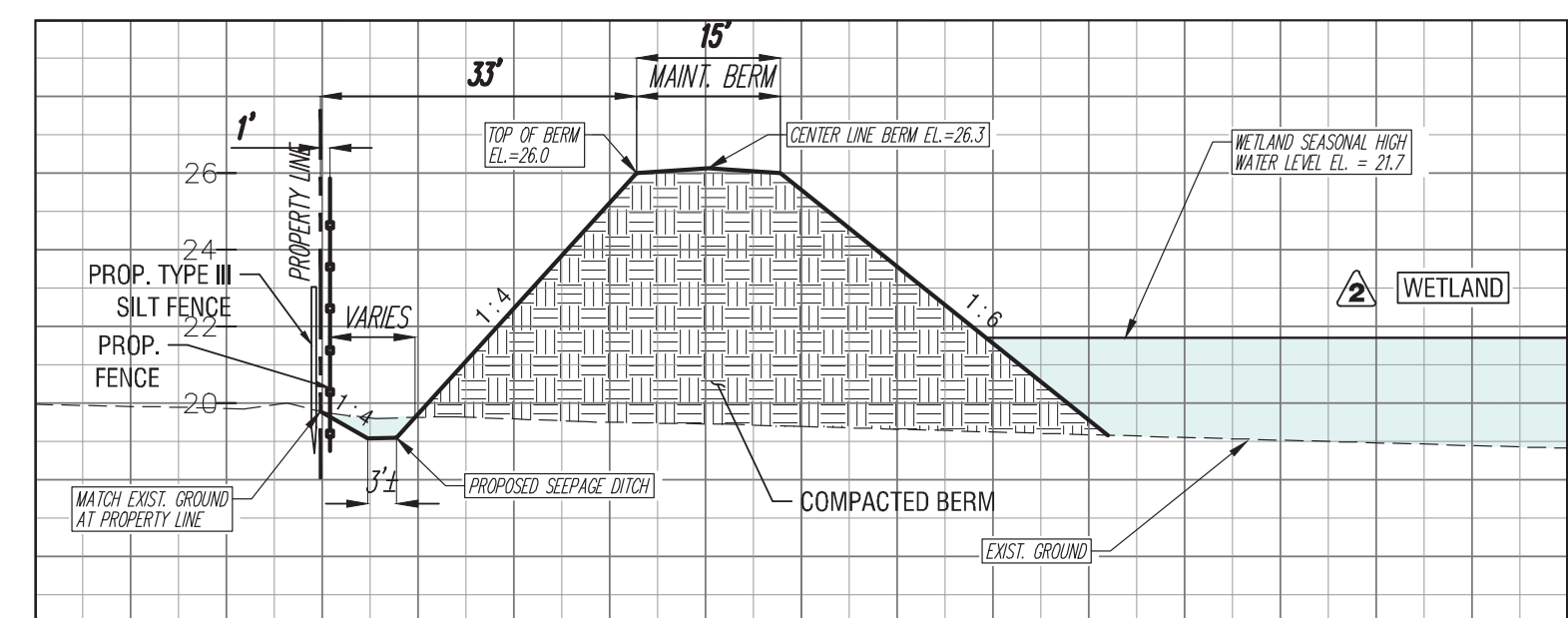
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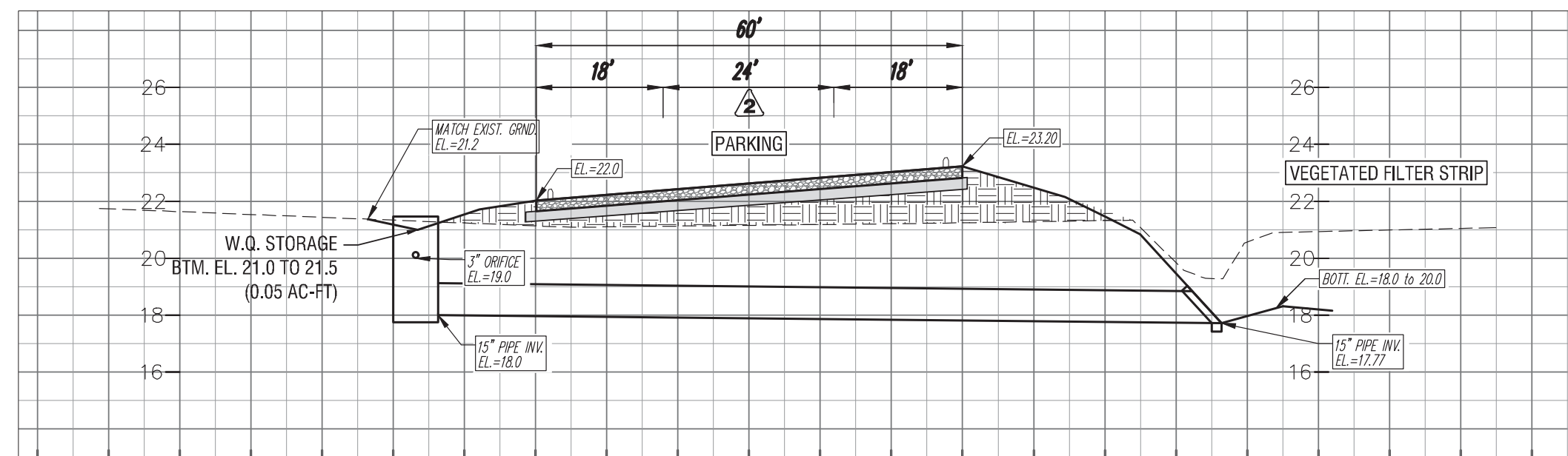
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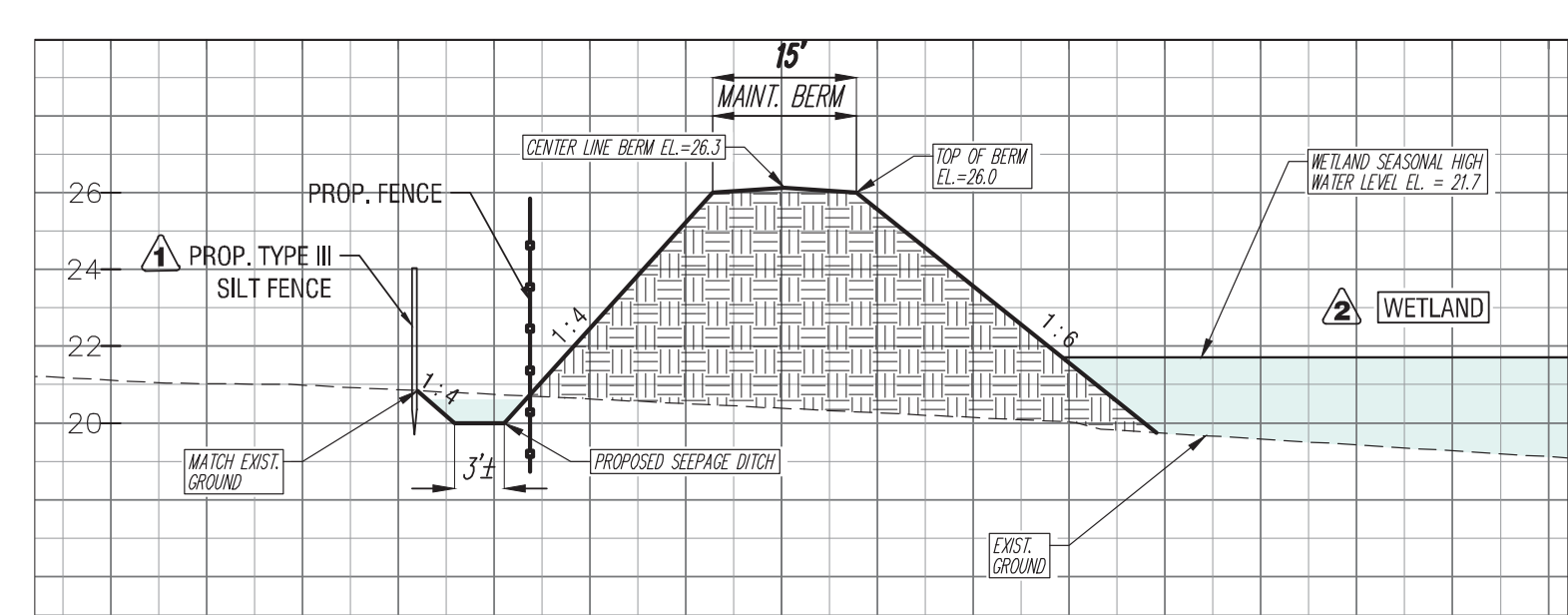
SECTION 4-4
SCALE: HOR.: 1" = 20' VERT. 1" = 5'



SECTION 7-7
SCALE: HOR.: 1" = 20' VERT. 1" = 5'



SECTION 9-9
SCALE: HOR.: 1" = 20' VERT. 1" = 5'



SECTION 8-8
SCALE: HOR.: 1" = 20' VERT. 1" = 5'

4		
3	REVISION PER SPWMD REVIEW	06/08/2017
2	REVISION PER LEE COUNTY REVIEW	02/03/2017
1	REVISION PER SPWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE



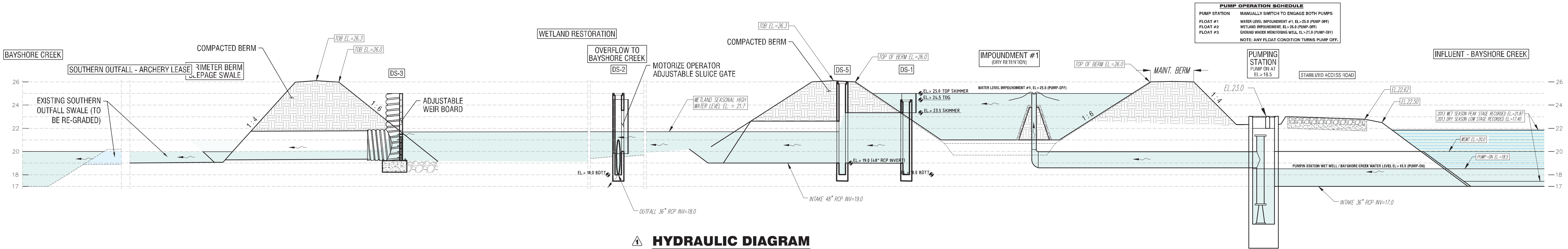
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TYPICAL SECTIONS

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13046.TSEC	
PROJECT NO.:	SHEET NO.:
2013046	10

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SUBMERSIBLE ELECTRIC PUMP SPECIFICATIONS

I. PUMP DESIGN PERFORMANCE

- A. The work in this section shall consist of providing all pumping equipment including the electrical axial flow pumps, submersible motors and lifting assembly as shown on the drawing and as specified herein.

B. Basic Design conditions:

- Number of Pumps: 2
- Pumping Capacity: 5,000 GPM / Axial Flow (Each)

II. PUMP ASSEMBLY

A. General Construction Requirements

- The pump and submersible electric motor assembly shall conform to the following mechanical characteristics:

- Motor rotor and pump propeller are both mounted on a single shaft.
- Motor stator housing is attached and registered to the bearing box.
- Lower thrust bearing shall be either multiple angular contact ball bearings or a single deep groove ball bearing to carry thrust and radial shaft loads.
- Upper motor bearing shall be a deep groove ball bearing.

- Pump and motor assembly shall be suited for continuous submerged service to a depth of 60 feet.

B. Pump Construction

- Major pump components shall be manufactured of steel conforming to ASTM A242/588, AISI 1045, and AISI 300 Series stainless steel only.
- The propeller bowl assembly section shall be a single stage, assembled unit consisting of venturi housing and propeller hub manufactured largely from ASTM A242/588 steel, and the propeller blades manufactured of AISI 300 Series stainless steel. Propeller shaft shall be AISI 1045 steel with stainless steel inlay at the seal surface. The thrust bearing assembly shall be contained in a machined bearing housing centrally supported by flow straightening vanes in the propeller bowl assembly.
- The venturi shall be fitted with a removable housing liner of AISI 300 Series stainless steel of not less than the pitch length of the propeller. The propeller shall be balanced and secured firmly to the taper shaft with alignment key and locknut. The propeller shaft shall conform to ASME Code for transmission shafting to transmit full load torque and shall have additional safety factor for shockloads.
- BEARINGS** - The motor pump shaft shall be located by an upper deep groove ball bearing for radial support and lower dual angular contact bearings or a single deep groove ball bearing for radial and thrust support. The shaft bearings shall be sealed, grease lubricated, and designed for an L¹⁰ life of 50,000 hours. The thrust bearing/shaft assembly shall be contained in a machined bearing housing centrally supported by flow straightening vanes in the propeller bowl assembly. The bearings shall be protected against water and sand particle intrusion with a lip seal and mechanical seal.
- SEALS** - Each pump shall be provided with two mechanical rotating shaft seal systems operating independently. Seals shall be a rubber bellows, non-pusher type, with non-crimped rotating faces. Seals shall run in an oil reservoir. Lapped seal faces must be hydrodynamically lubricated. The lower seal unit between the pump and oil chamber, shall contain one stationary and one positively driven rotating ring. The upper seal unit, between the oil sump and motor housing, shall contain one stationary ring and one positively driven rotating ring. Each interface shall be held in contact by its own spring system. A lip seal between the lower mechanical seal and impeller shall be provided. Both mechanical seals shall be comprised of a carbon rotating ring and a ceramic stationary ring. The seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaced. The following seal types shall not be considered acceptable nor equal to the dual independent seal specified: Shaft seals without positively driven rotating members; or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower units.

- WELDMENTS** - All manufacturers weldments shall be continuous and full penetration. All flanges shall be welded inside and out. All slag shall be removed and undercutting shall not exceed 15% of material thickness.

- The complete pump shall be painted outside with coal tar epoxy.

C. Motor Requirements

1. Motor Characteristics

- Voltage: 460 Volts / 3 Phase
- Frequency: 60Hz
- Service Factor: 1.15
- Minimum L10 Bearing Life: 50,000 hours
- Insulation Class: F
- Time Rating: Continuous
- Type: Squinel Cage Induction
- Air Filled
- Stator Winding shall be Vacuum Pressure Impregnated

2. Material of Construction

- Motor Casing: AISI 300 Series stainless steel
- Motor wire junction box: AISI 300 Series stainless steel
- Nuts & Bolts: AISI 300 Series stainless steel
- Lifting Loop: AISI 300 Series stainless steel

3. Cable Entry and Seal

- Power and instrumentation cables shall enter the side of the motor. Cable shall be encased in conduit to protect it from potentially damaging substances in the pumped liquid. The assembly shall be located in the pump top and direct the cable radially sideways out of the pump housing. 25 feet of power and instrumentation cable shall be provided above the cable entry.
- The primary cable seal shall be comprised of a single cylindrical elastomer grommet flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter and be compressed by the entry body. The secondary cable seal shall be a elastomer material pored and set around the individual cables. The cable entry junction chamber and motor shall be separated by a stator lead isolation plate and bearing holder which shall isolate the motor interior from foreign material gaining access through the pump top.
- The junction chamber shall be sealed from the motor by an elastomer grommet compression fitting for each cable.

4. Thermal / Moisture Protection

- Three motor winding thermostats shall be in the stator windings, one sensor in each stator phase. Each pump shall be equipped with moisture detection in three locations; the oil chamber; the motor housing; and the junction box. The moisture detection system shall operate an alarm and stop the pump. A relay compatible with the moisture detection system shall be provided by the pump manufacturer.

D. Pump Discharge Can

- The pumping assembly shall be contained within a steel discharge housing manufactured of ASTM A242/588 (Corten equivalent) steel with a wall thickness of []". The diameter of the discharge housing shall be sufficient size to allow ready removal / reinsertion of the pump assembly. The housing shall support the weight of the pump by means of a full circumference steel support surface capable of bearing the weight of the pump and water pressure developed by the pump. The discharge housing shall have a continuous guide along its entire inside length to prevent the pump assembly from spinning during operation. Anti-rotation devices that do not run the entire length of the discharge housing will not be accepted.

- The top of the discharge can assembly shall be flanged to mount a top plate adequately braced to withstand the water pressure developed by the pump. The top plate shall be equipped with a waterproof cable entry device to carry power and control cables through the top plate.

- A 90° discharge elbow shall be incorporated with each can to connect to the discharge piping. The bolt pattern shall be coordinated with the CONTRACTOR and the PUMP MANUFACTURER during production.

- The discharge can housing shall be equipped with lifting loops or eyes for handling the can during installation.

- The complete pump discharge housing shall be painted inside and outside with coal tar epoxy.

III. PUMP TESTING

A. Head, Capacity, Efficiency

- Tests shall consist of checking the unit at its rated speed, head, capacity, efficiency, brake horsepower, and at such other conditions of head and capacity to properly establish that the equipment meets the performance requirements. Certified copies of test data shall be submitted to the Owner prior to shipment. Certification shall be by a registered professional engineer regularly employed by the pump manufacturer. The Standards of the Hydraulic Institute shall govern the procedures and calculations for these tests. The Owner shall have access to the raw test data and calculations and may witness the tests.

B. Electrical Integrity Test

- A motor and cable insulation test for moisture content and insulation defects utilizing a Megger on the motor leads shall be performed prior to pump submergence.
- Prior to submergence, the pump shall run dry to establish correct rotation and mechanical integrity.
- The pump shall run for 30 minutes submerged a minimum of two meters under water.
- After operational test is completed, the insulation shall be retested. A written report stating the foregoing tests have been conducted shall be submitted to the Owner with each pump at the time of shipment.

4		
3		
2	REVISION PER LEE COUNTY REVIEW, ADDED HYDROLOGIC DIAGRAM	02/03/2017
1	REVISION PER SPWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE

H M
HOLE MONTES
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HYDRAULIC DIAGRAM AND NOTES

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RICHARD E. BRYLAWSKI P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION # 42339
DATE: June 20, 2017

CAD FILE NAME:

13046.11.DDET

PROJECT NO.:

2013046

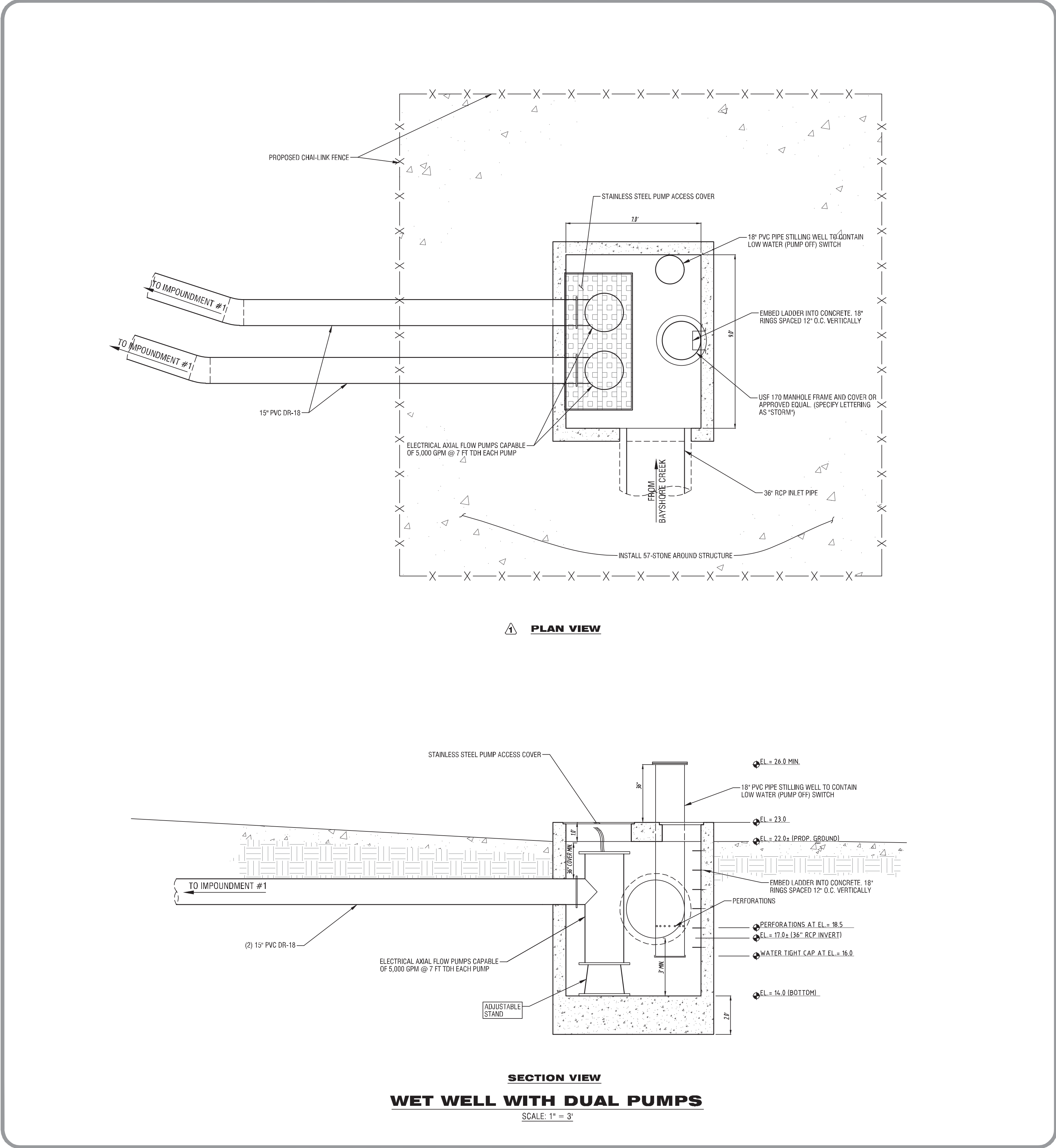
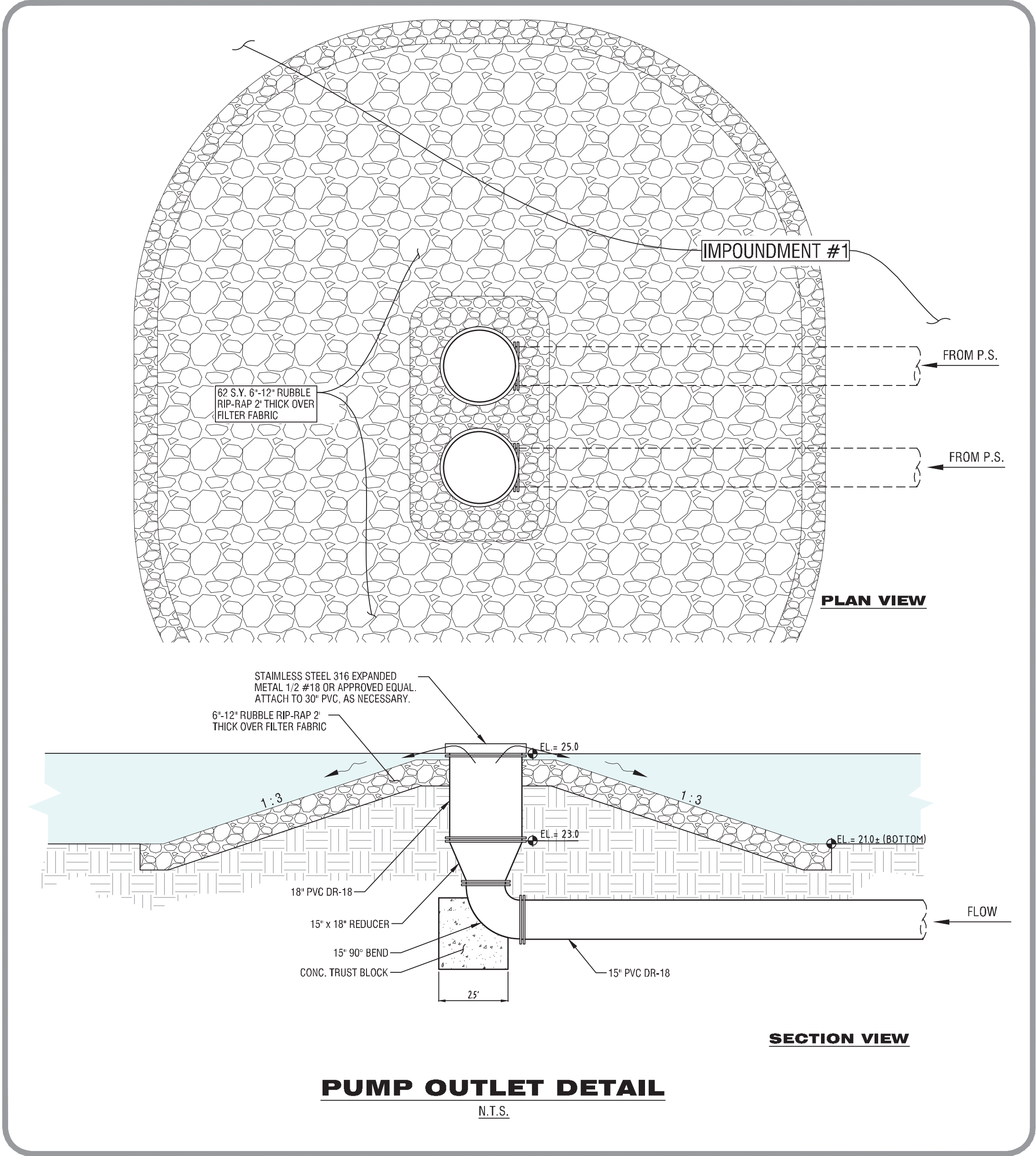
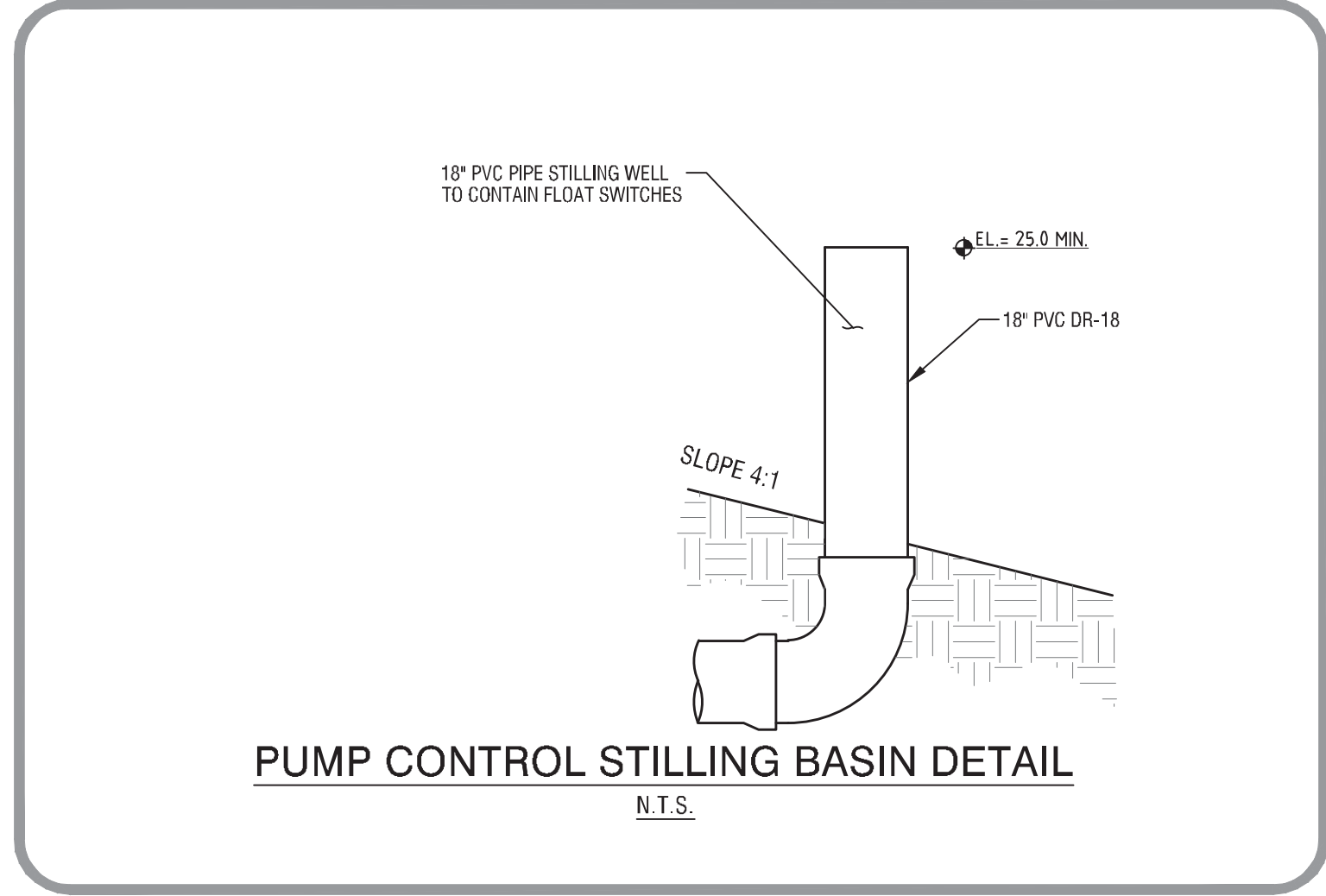
DRAWING CURRENT AS OF 06/09/17

DRAWING NO.:

SHEET NO.:

11A

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4		
3		
2	REVISION PER LEE COUNTY REVIEW - ADDED THIS SHEET	02/03/2017
1	REVISION PER SFWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE
N/A	N/A

H M

HOLE MONTES

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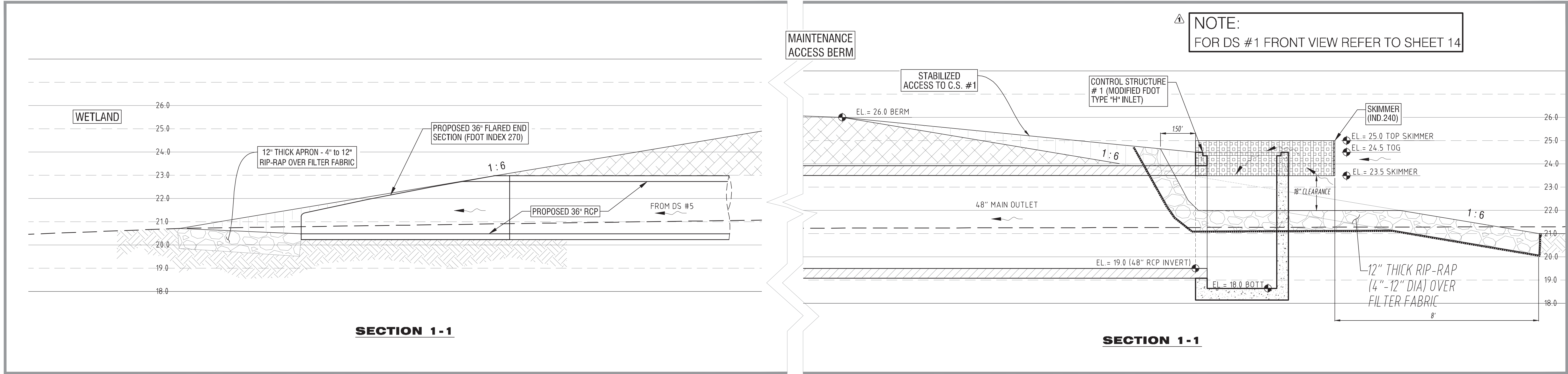
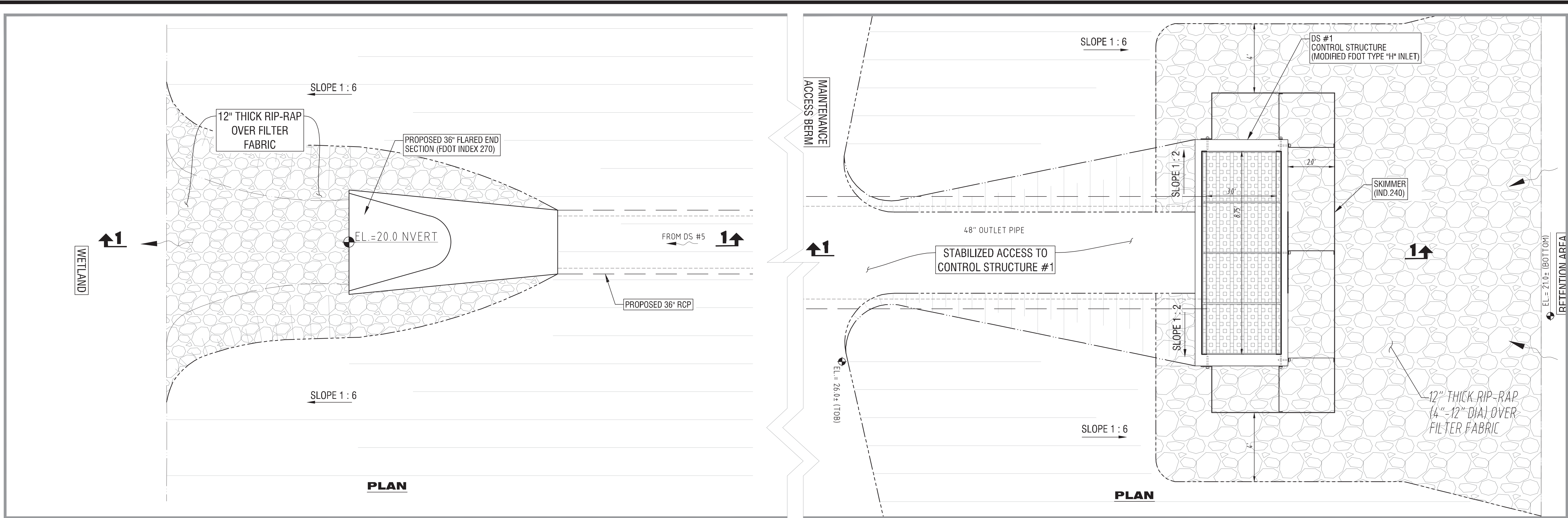
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Fort Myers, FL. 33919
Phone: (239) 985-1200
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PUMPING STATION DETAILS

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FLORIDA PROFESSIONAL ENGINEER
REGISTRATION # 42339
DATE: JUN 06, 2017

CAD FILE NAME:	DRAWING NO.:
13046.11.DDET	
PROJECT NO.:	SHEET NO.:
2013046	11B



TYPICAL OUTFALL IN WETLAND

NTS

DS #1

SCALE: 1" = 2'

4		
3		
2	REVISION PER LEE COUNTY REVIEW	02/03/2017
1	REVISION PER SRWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	REB	DATE	JUNE/16
DRAWN BY	VZ	DATE	05/09/16
CHECKED BY	REB	DATE	JUNE/17
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=2'



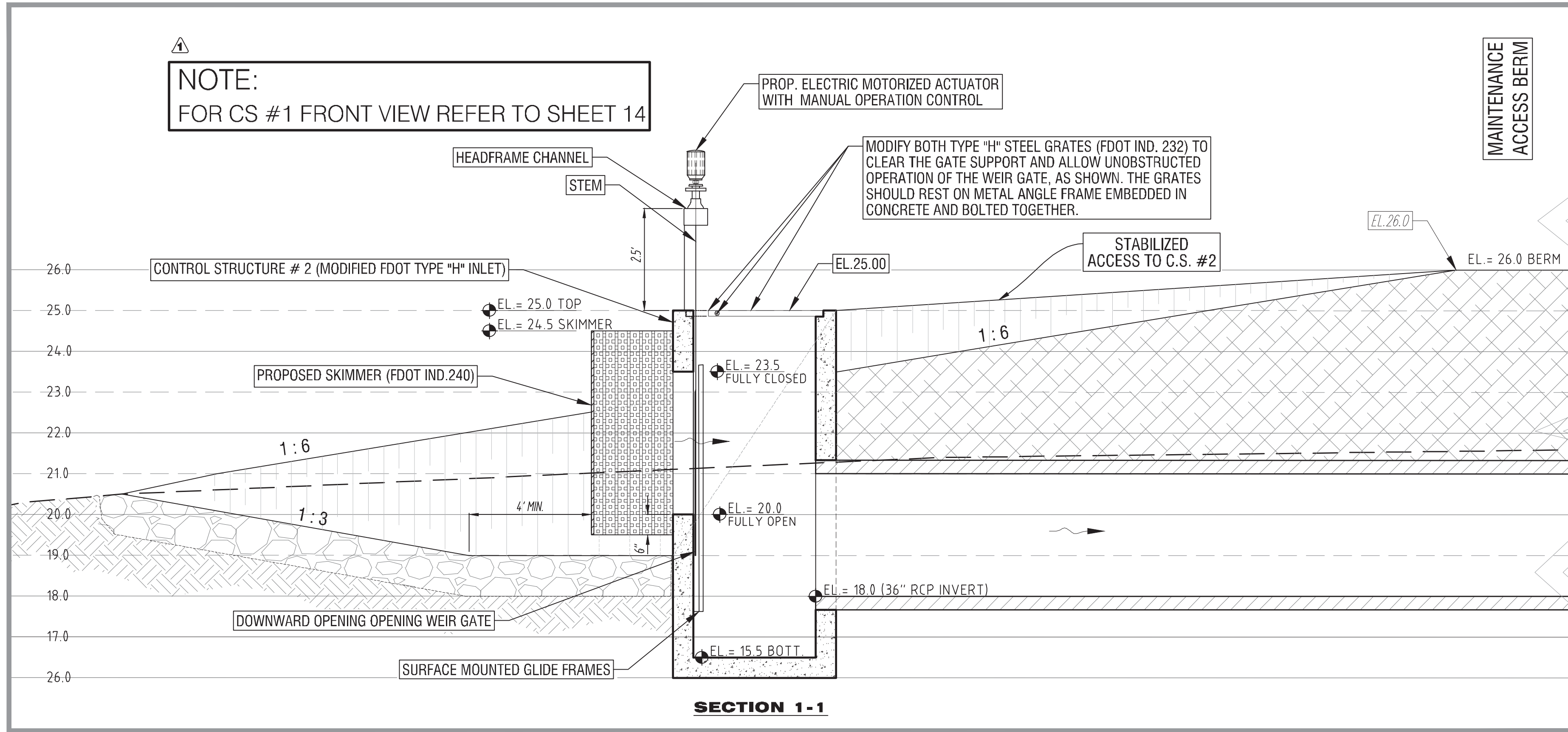
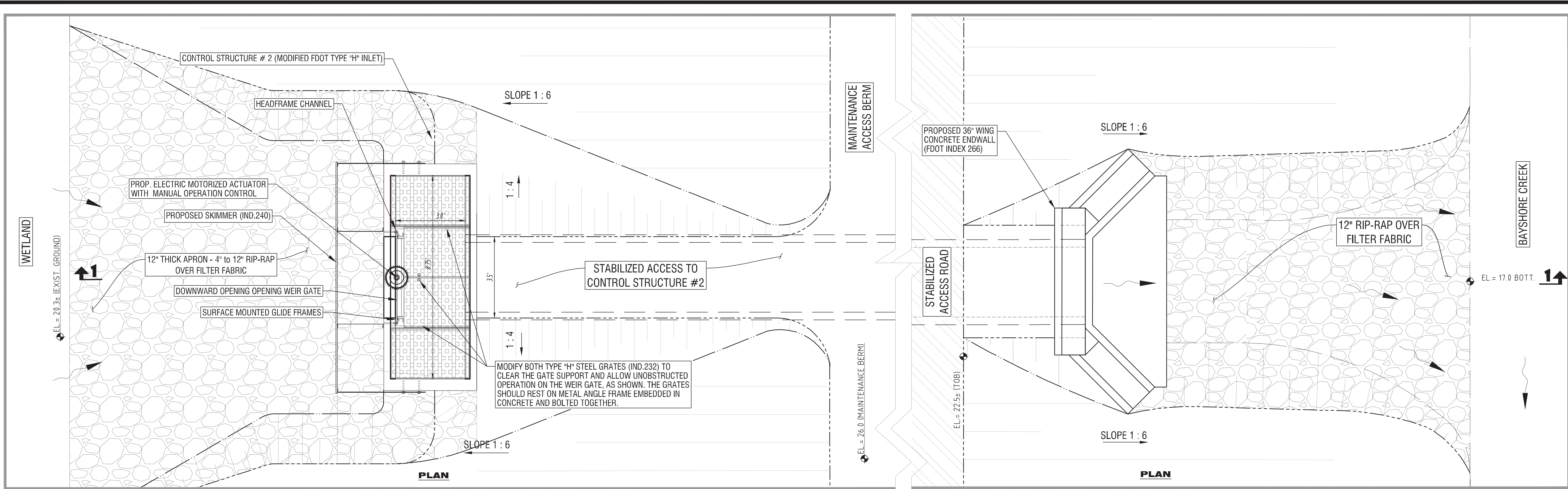
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DS #1
CONTROL STRUCTURE

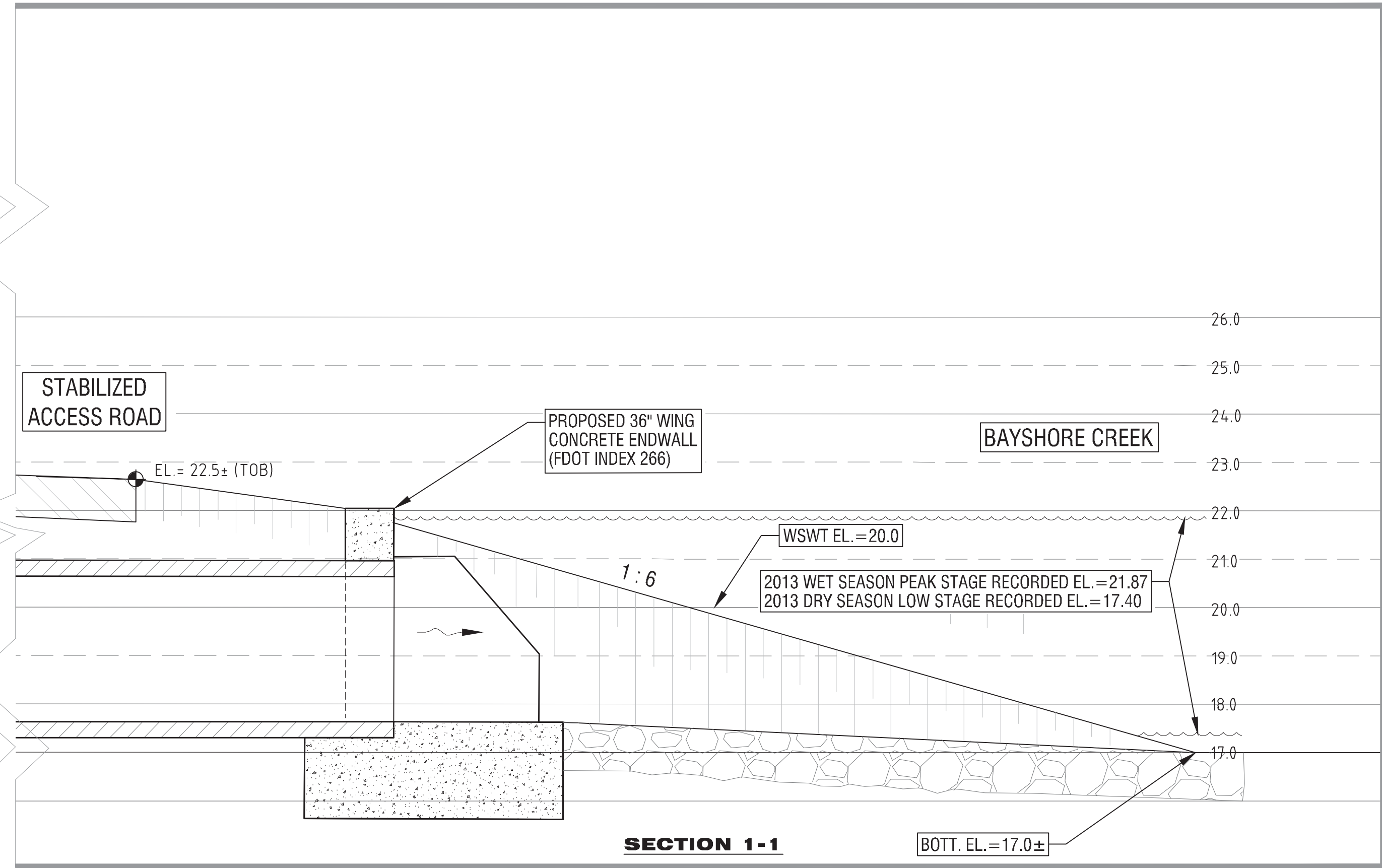
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PROJECT NO.:	SHEET NO.:
2013046	12

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DS #2
SCALE: 1" = 2'



OUTFALL ENDWALL
SCALE: 1" = 2'

REVISION	DATE
1	02/03/2017
2	08/12/2016
3	
4	

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	REB	DATE	MAY/16
DRAWN BY	VZ	DATE	05/10/16
CHECKED BY	REB	DATE	JUNE/17
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=2'

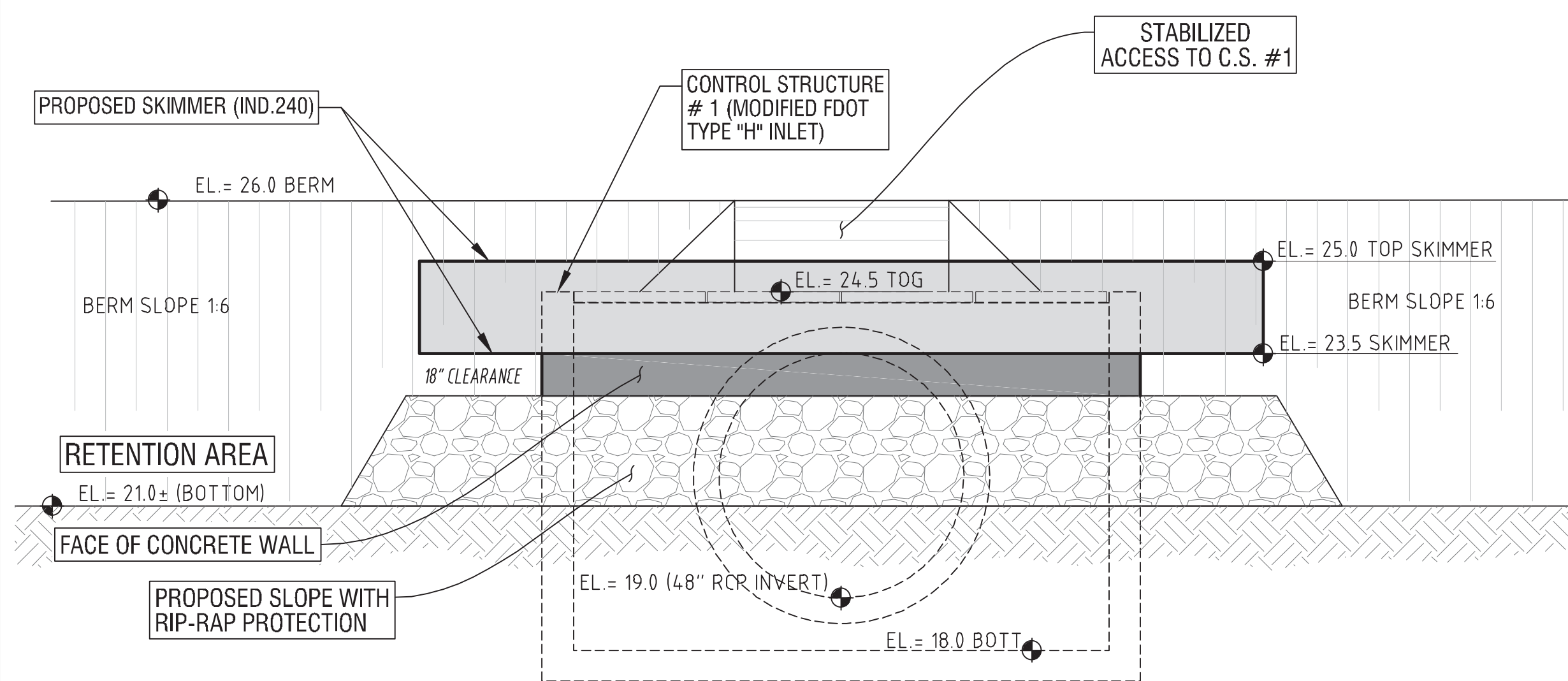


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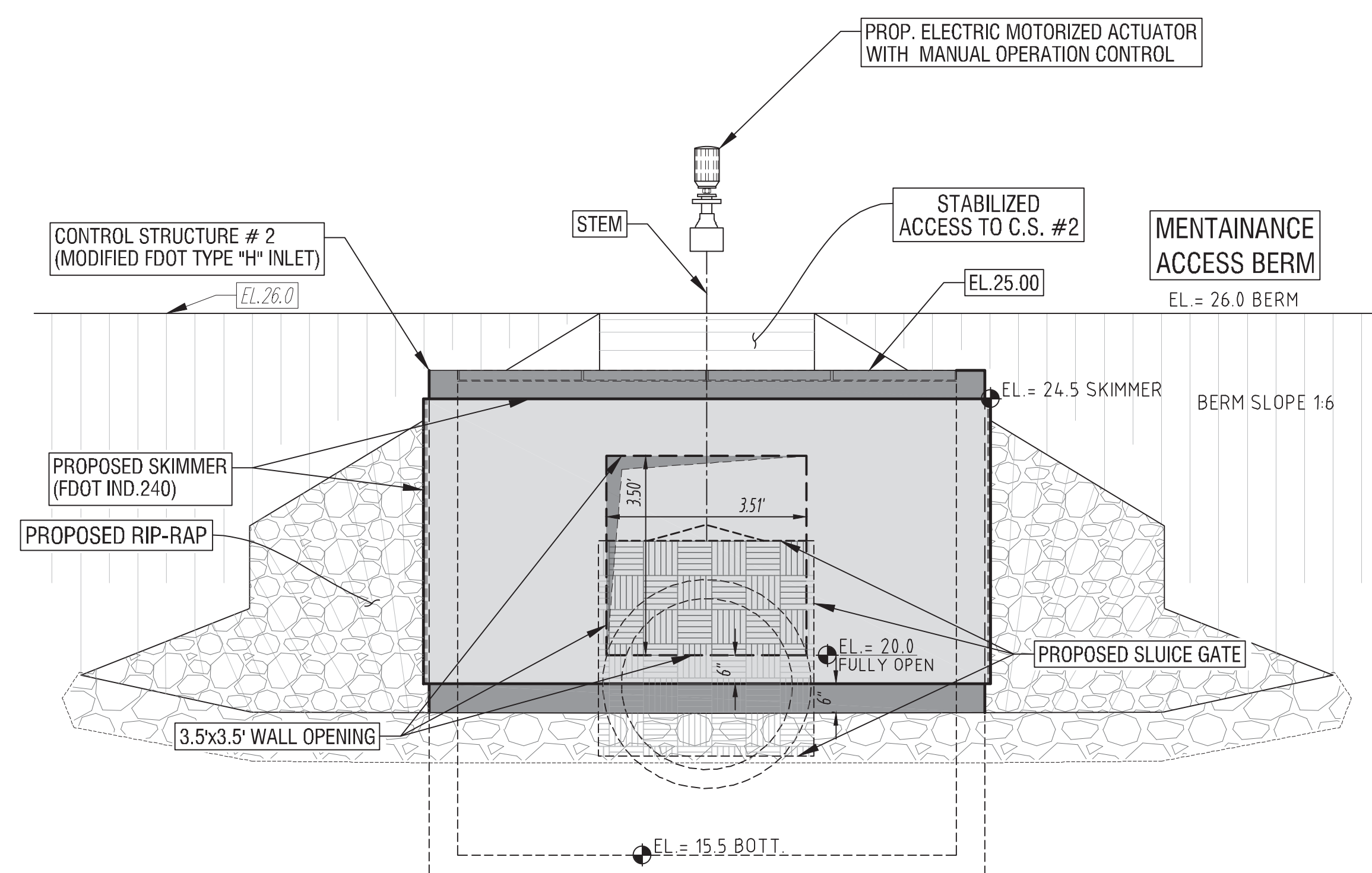
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CONTROL STRUCTURE - MOD. TYPE "H" INLET (IND.232)

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REGISTRATION # 42339
DATE: JUNE 20, 2017

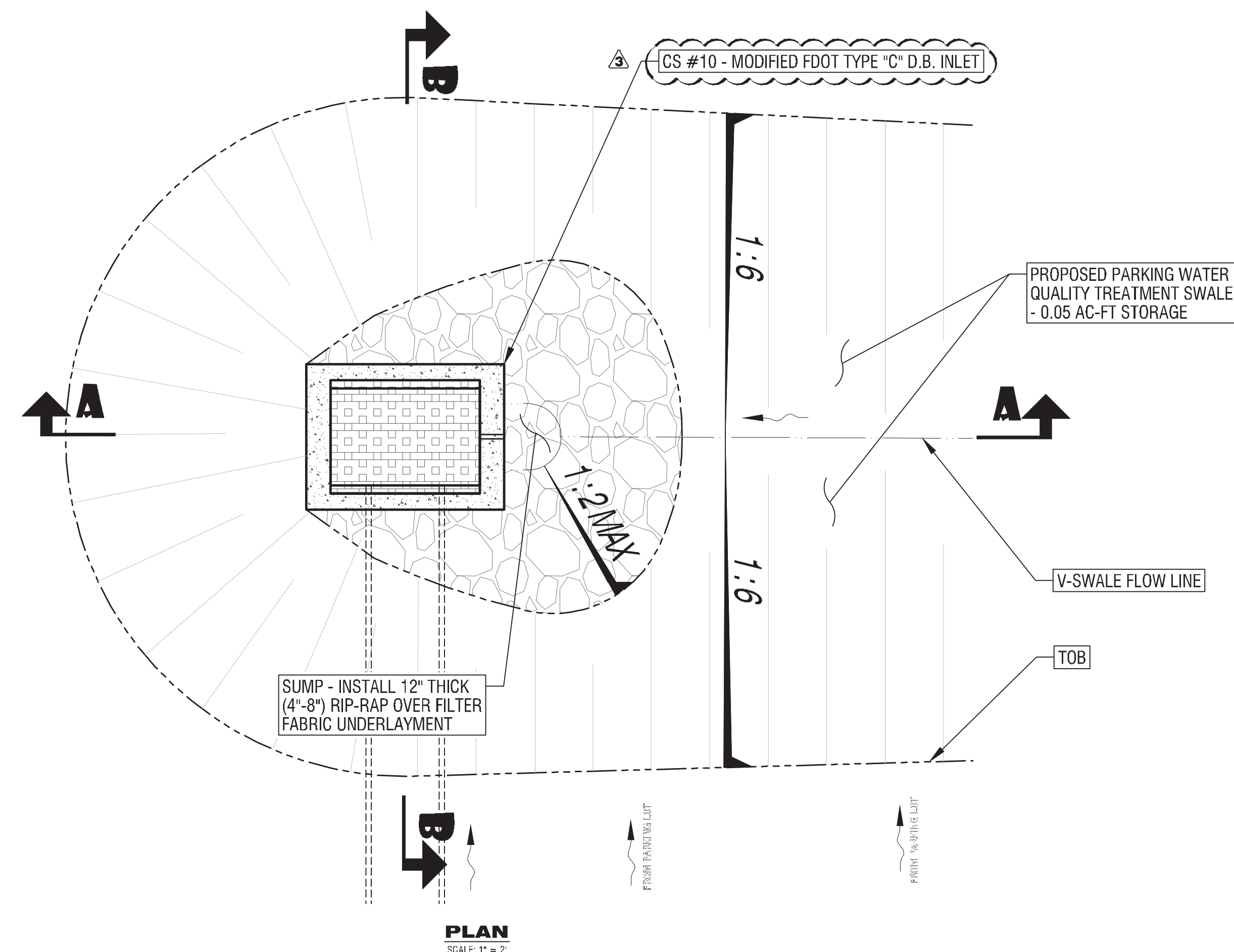
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PROJECT NO.:	SHEET NO.:
2013046	13



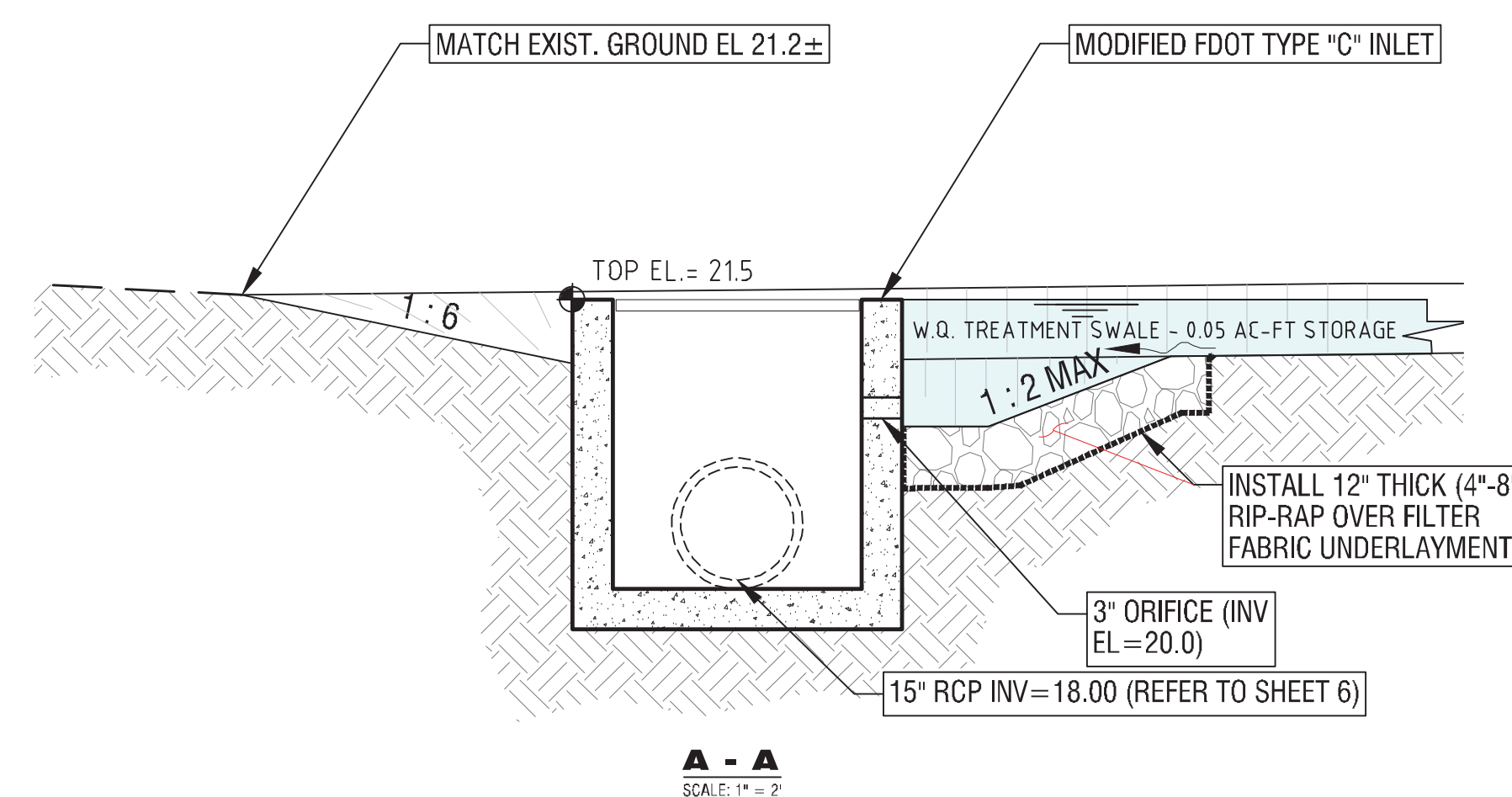
DS #1 FRONT VIEW
SCALE: 1" = 2'



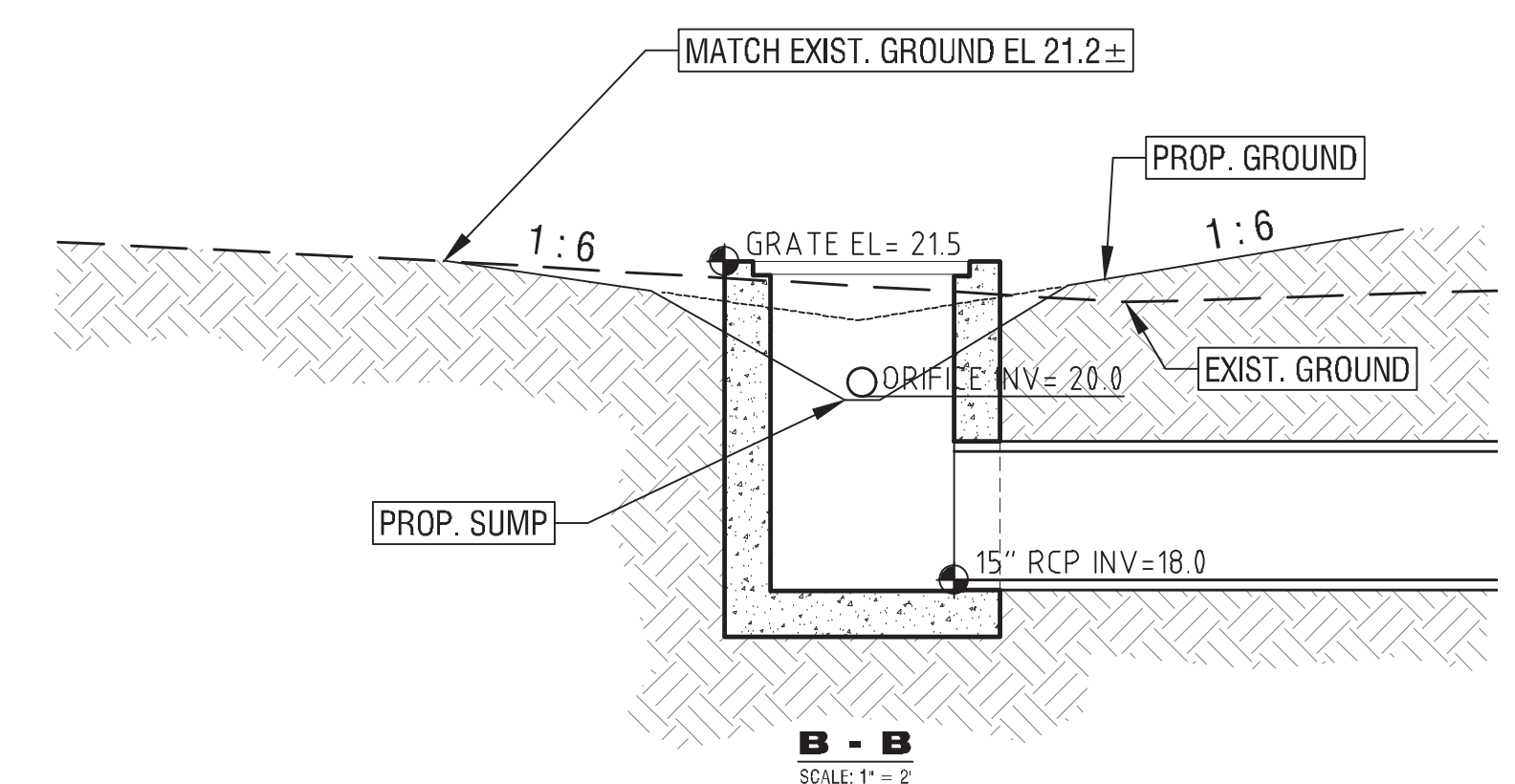
DS #2 FRONT VIEW
SCALE: 1" = 2'



PLAN
SCALE: 1" = 2'



A - A
SCALE: 1" = 2'



B - B
SCALE: 1" = 2'



4		
3	REVISION PER SPWMD REVIEW	06/01/2017
2	REVISION PER LEE COUNTY REVIEW	02/03/2017
1	REVISION PER SPWMD REVIEW -ADDED THIS SHEET	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	REB	DATE	MAY/16
DRAWN BY	VZ	DATE	05/10/16
CHECKED BY	REB	DATE	JUNE/17
VERTICAL SCALE	N/A	HORIZONTAL SCALE	1"=2'



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DS #1 AND DS #2 FRONT VIEW



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DATE: June 20, 2017

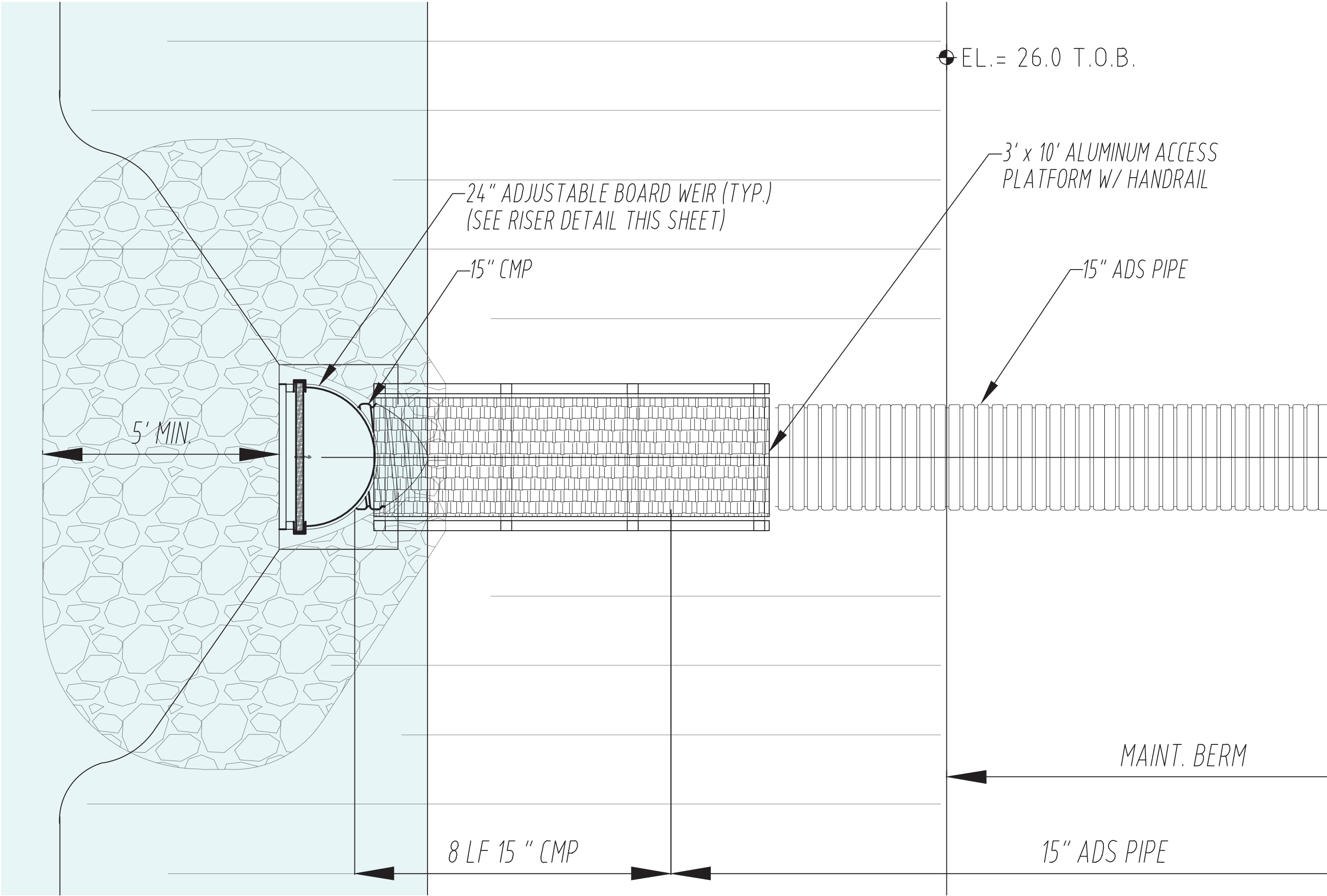
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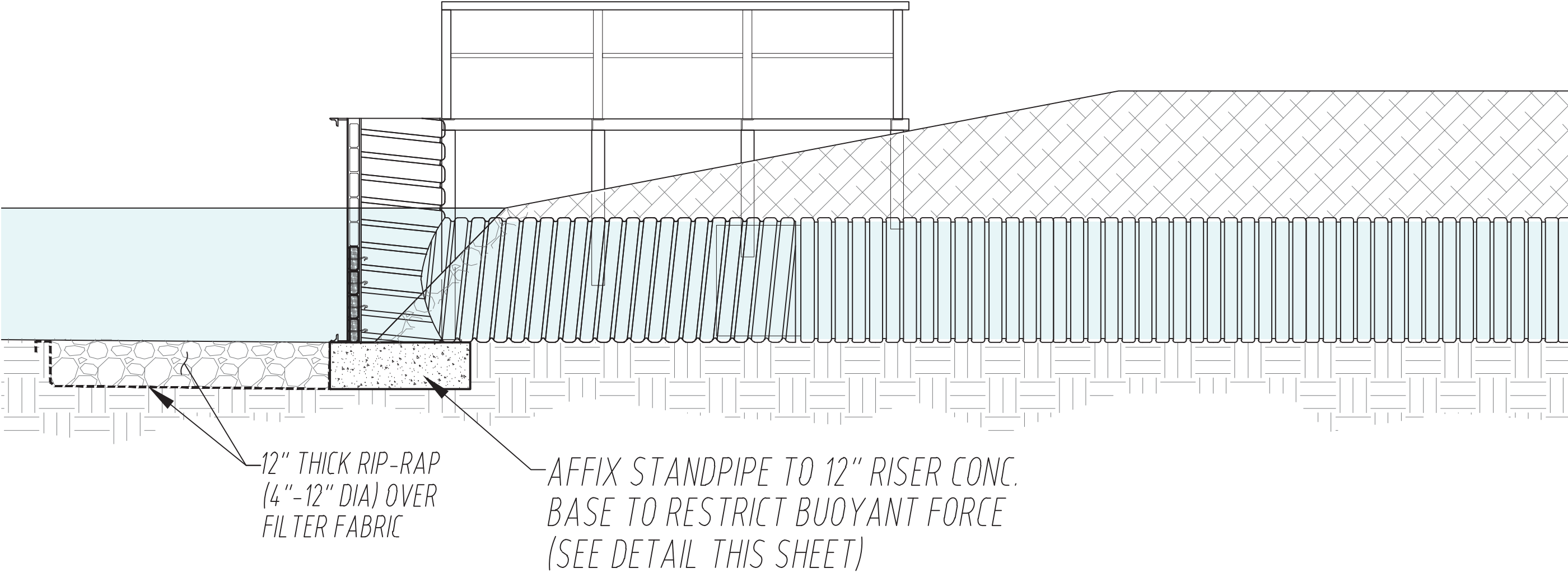
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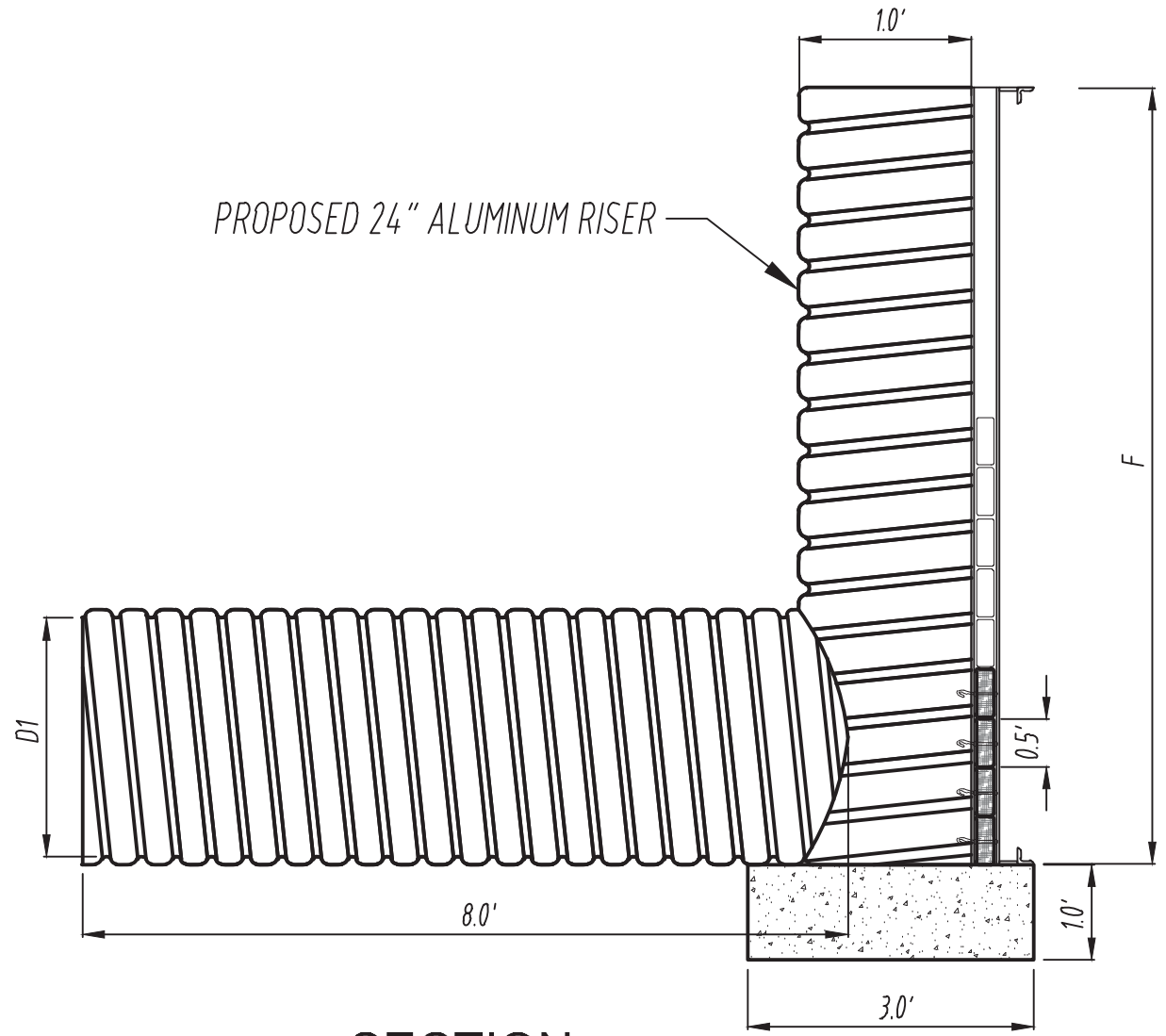
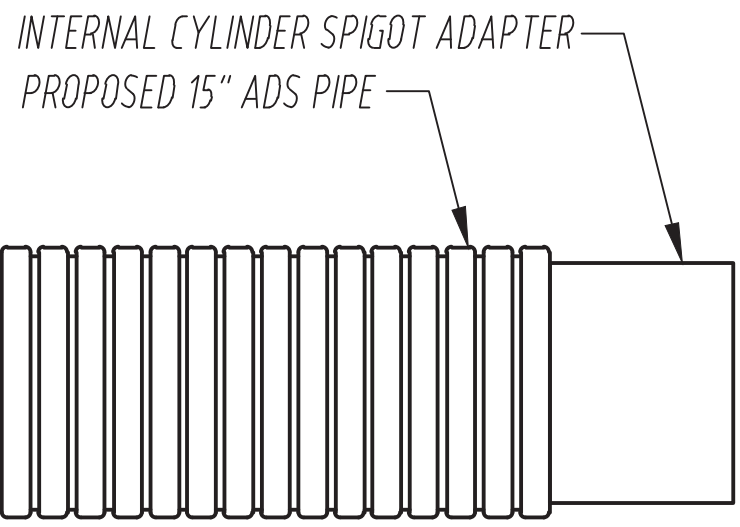


PLAN

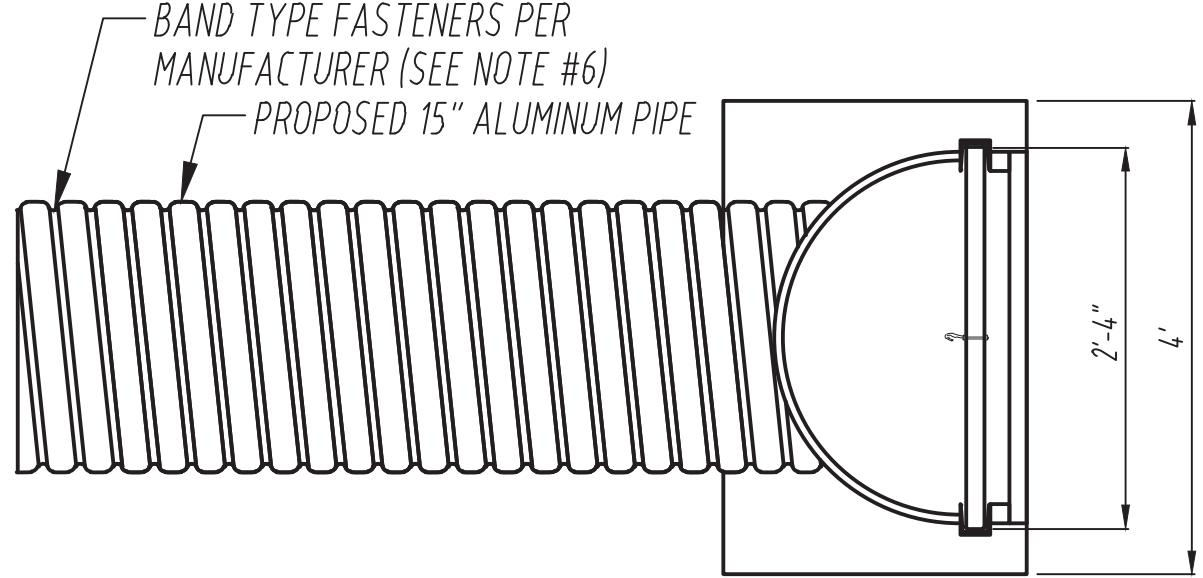


SECTION

DS #4

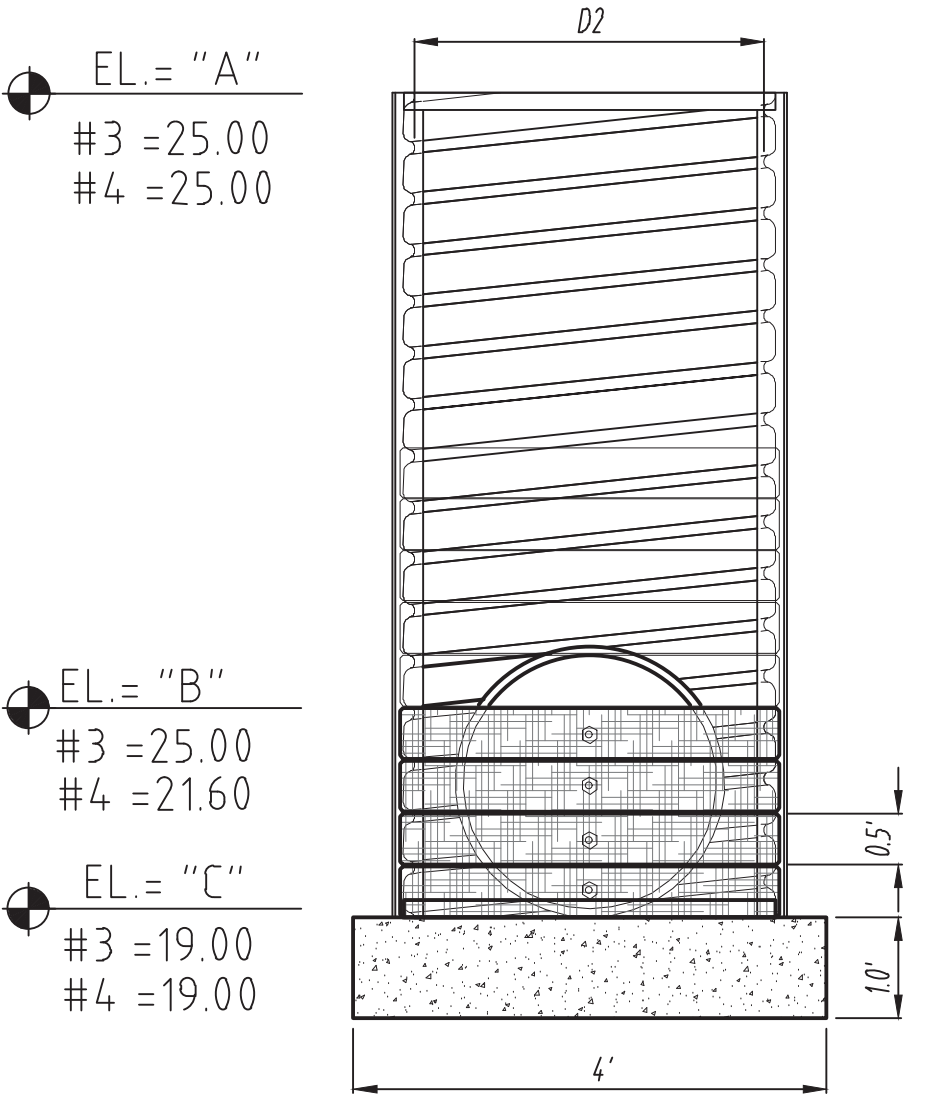


SECTION



PLAN

DS #3 and #4 DETAIL



FRONT VIEW

- NOTES:**
- EXISTING GRADE TO BE EXCAVATED IN SUCH A MANNER TO PROVIDE SAFE WORK AREA.
 - INTERNAL CYLINDER ADAPTER TO BE WELDED TO ADS N-12, OUTSIDE DIAMETER TO BE INSERTED INTO INSIDE DIAMETER OF PIPE.
 - AREA UNDER CONSTRUCTION MUST BE OVER EXCAVATED TO ALLOW AMPLE WORK AREA TO WRAP NON-WOVEN GEOTEXTILE.
 - NON-WOVEN GEOTEXTILE TO BE WRAPPED AROUND CONNECTION WITH FULL SEAM OVERLAP TO PROVIDE FULL PROTECTION FROM SOIL INTRUSION.
 - CONNECTION AND PIPE TO BE BACKFILLED PER ASTM 02321.
 - IN LIEU OF AN INTERNAL CYLINDER, AN ADS WATERTIGHT REPAIR COUPLER CAN BE USED TO CONNECT ADS N-12 TO CMP.
 - DETAIL IS APPLICABLE FOR JOINING ADS N-12 TO CMP UNDER SHALLOW COVER, LESS THAN 6' DEEP AND NO LIVE LOADING.

REVISION	DATE
1	02/03/2017
2	08/12/2016
3	
4	

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	REB	DATE	MAY/16
DRAWN BY	VZ	DATE	05/10/16
CHECKED BY	REB	DATE	JUNE/17
VERTICAL SCALE	N/A	HORIZONTAL SCALE	N/A

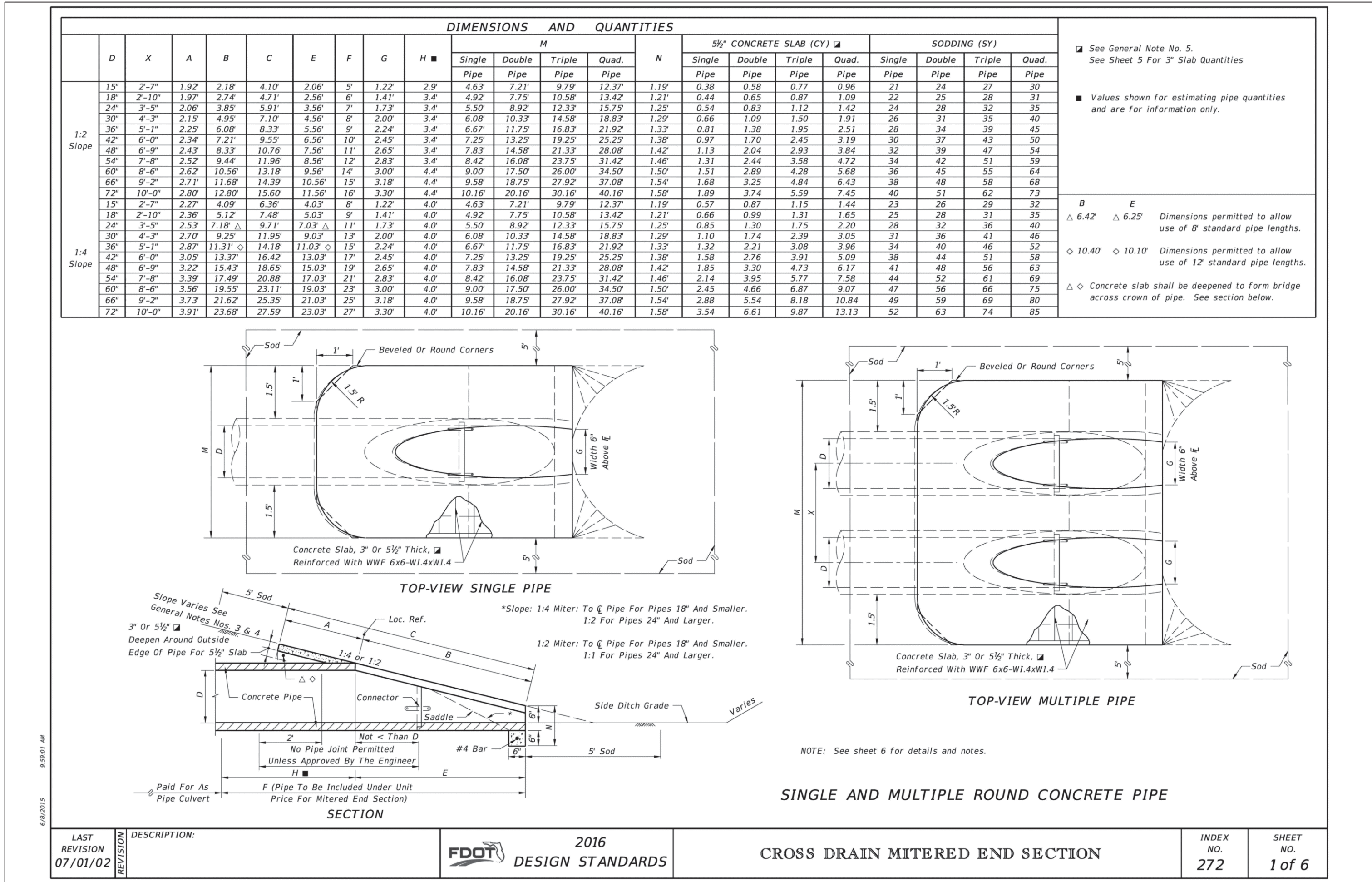
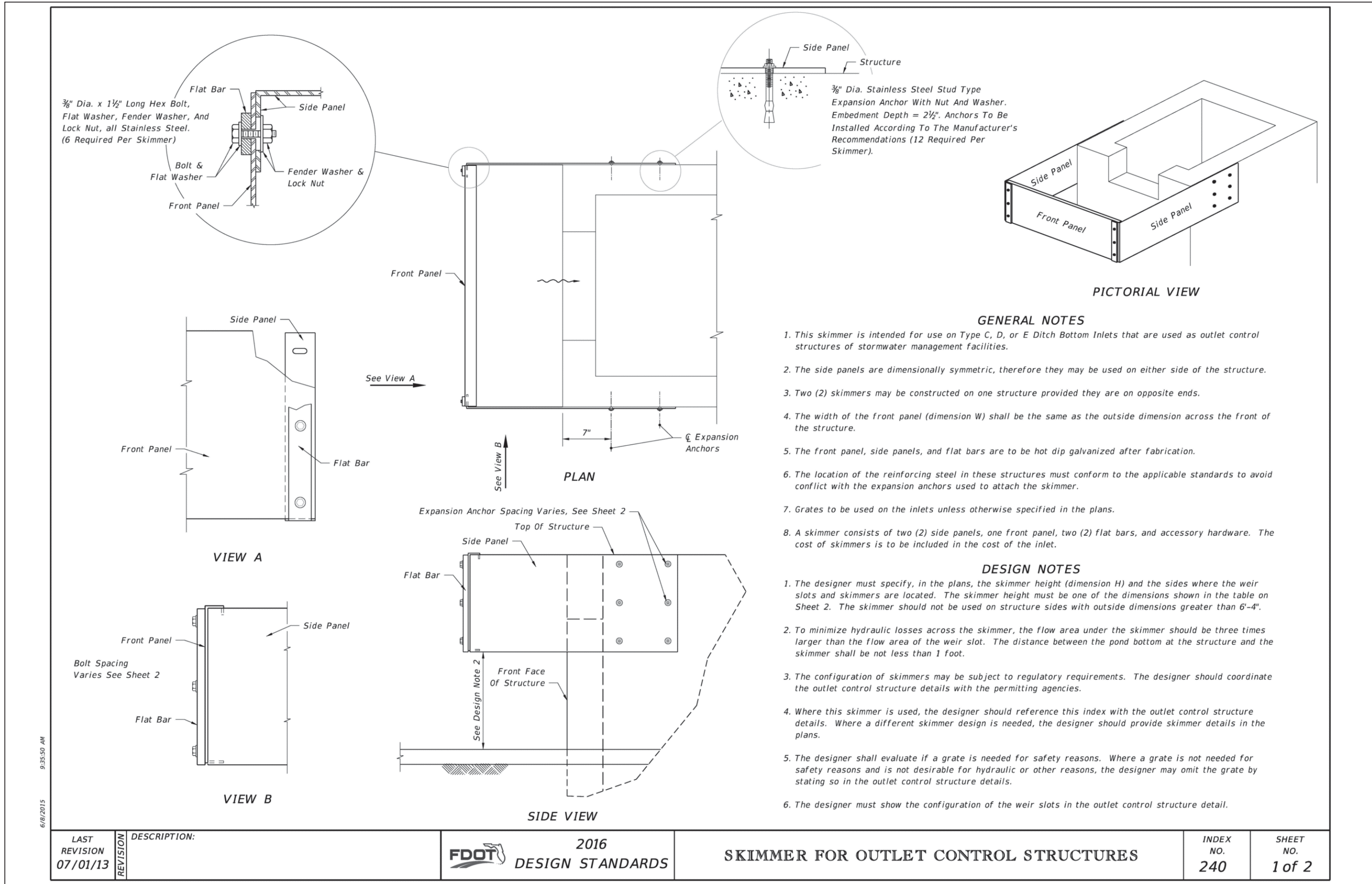
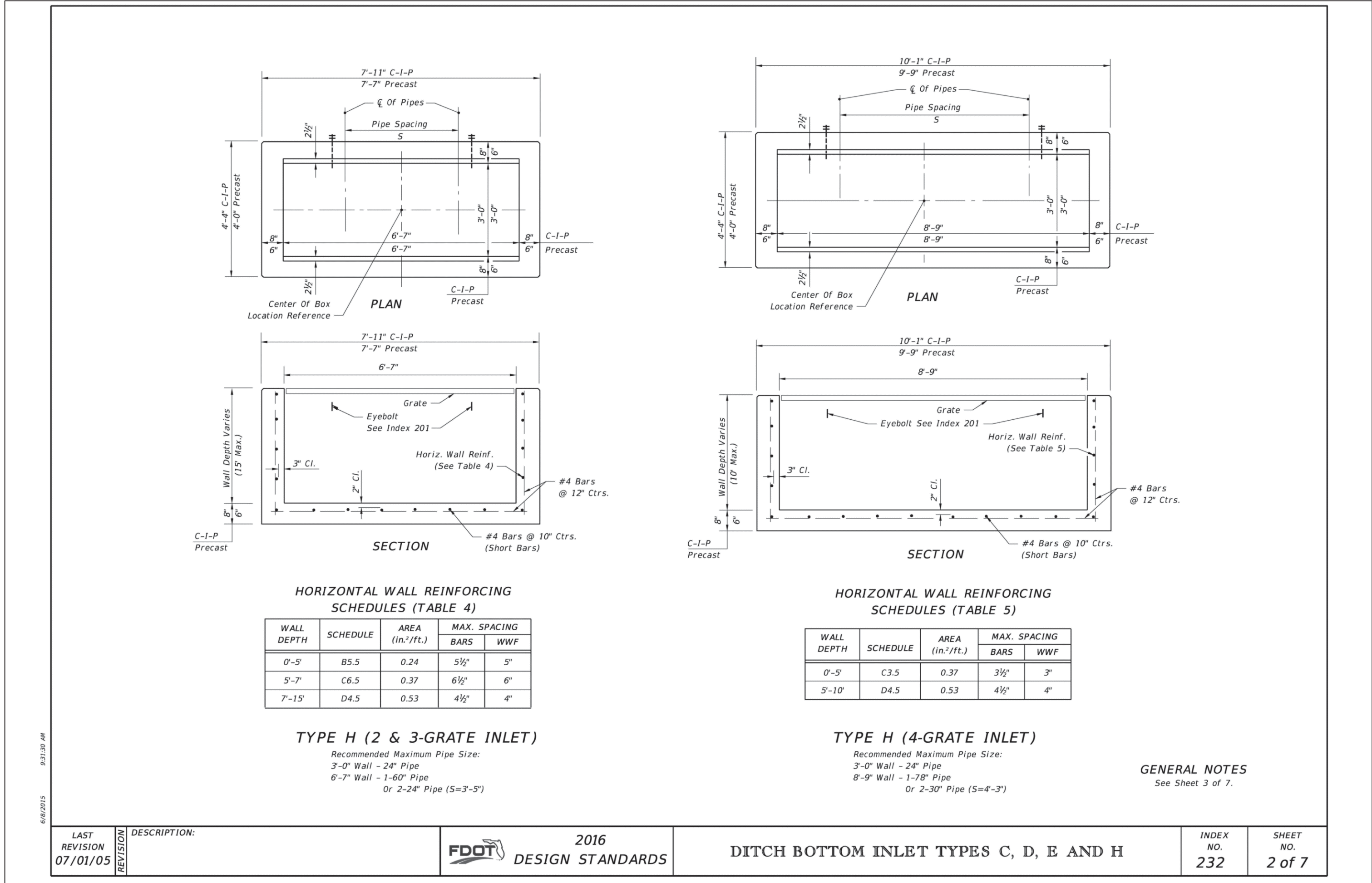
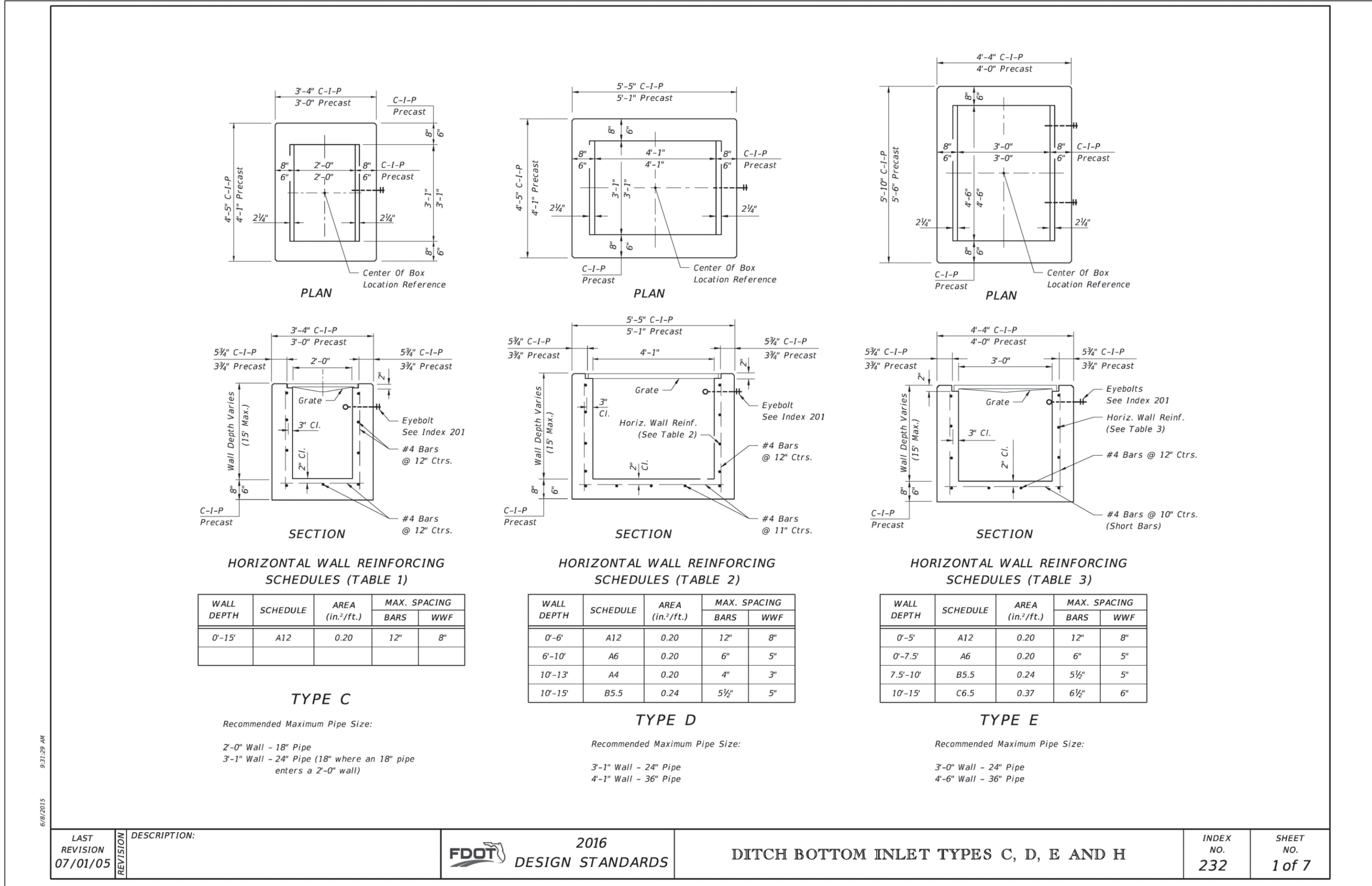


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DS #3 AND #4
TYPICAL DETAIL

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RICHARD E. DAVYDOWSKI, P.E. FLORIDA PROFESSIONAL ENGINEER REGISTRATION #42339 DATE: JUN 6, 2017	13046.DDET	
	PROJECT NO.:	SHEET NO.:
	2013046	15

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Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY DATE
DRAWN BY VZ 05/14/15
CHECKED BY REB DATE JUNE/17
VERTICAL SCALE N/A HORIZONTAL SCALE N/A

H.M.
HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

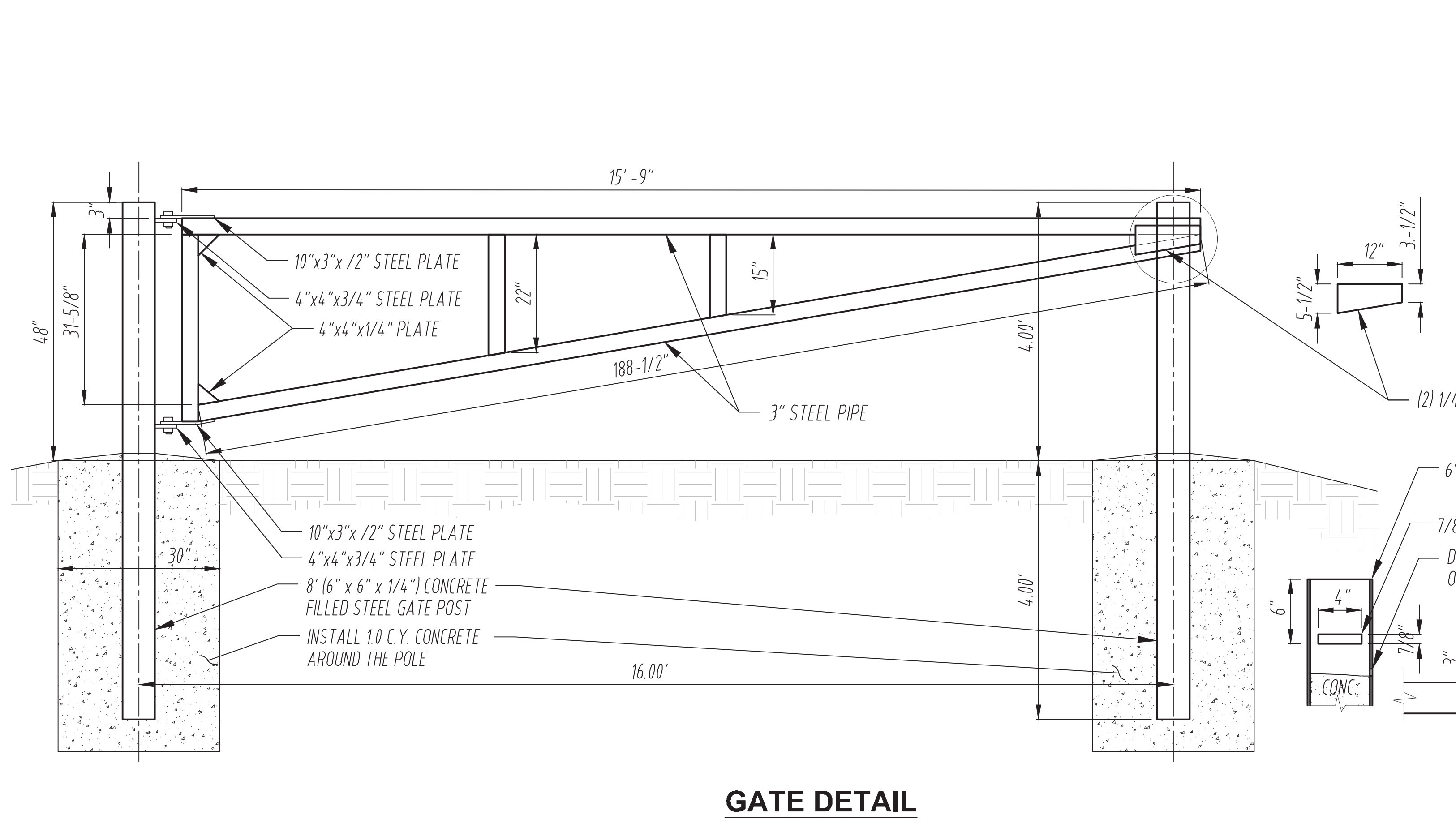
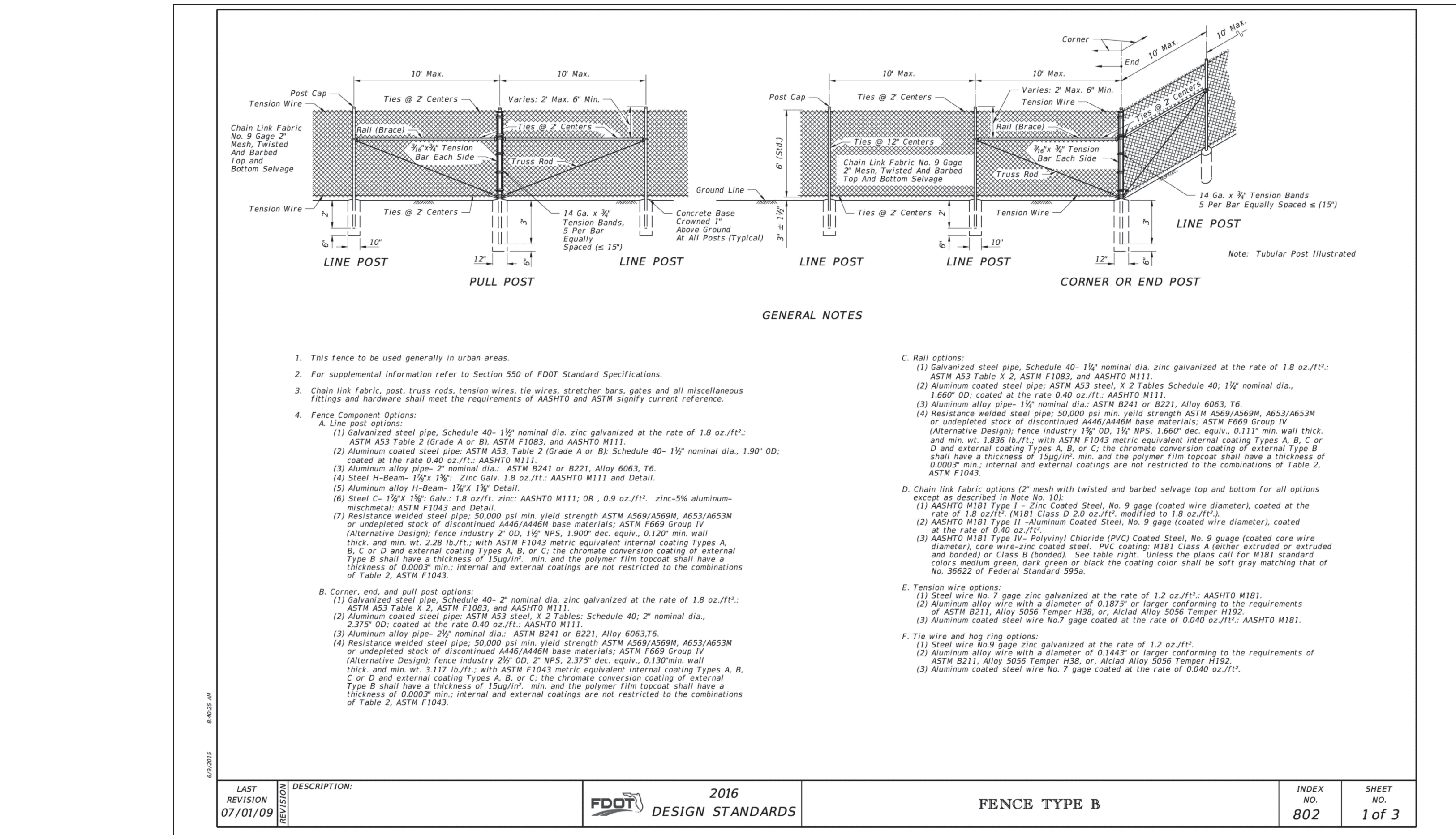
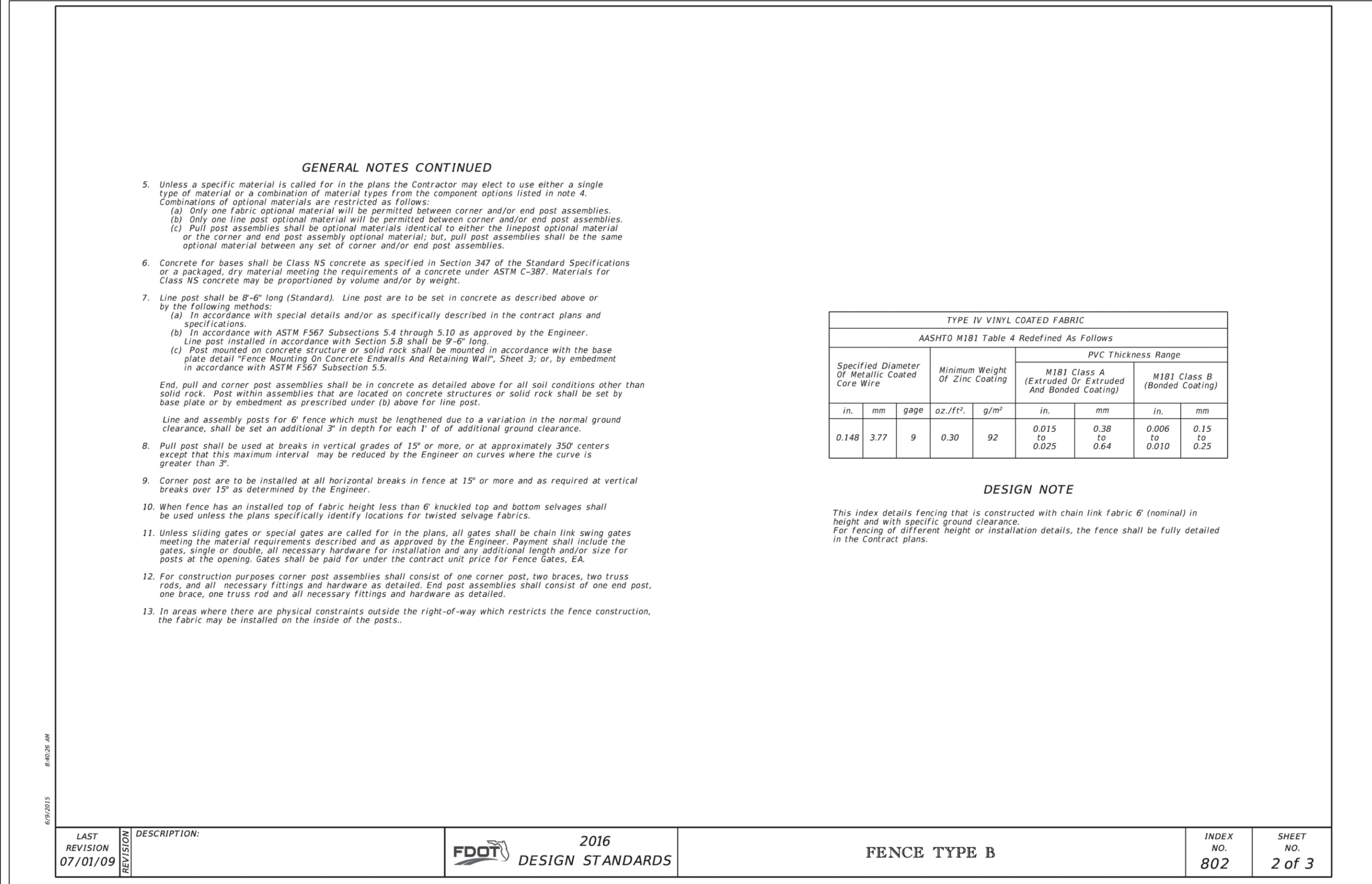
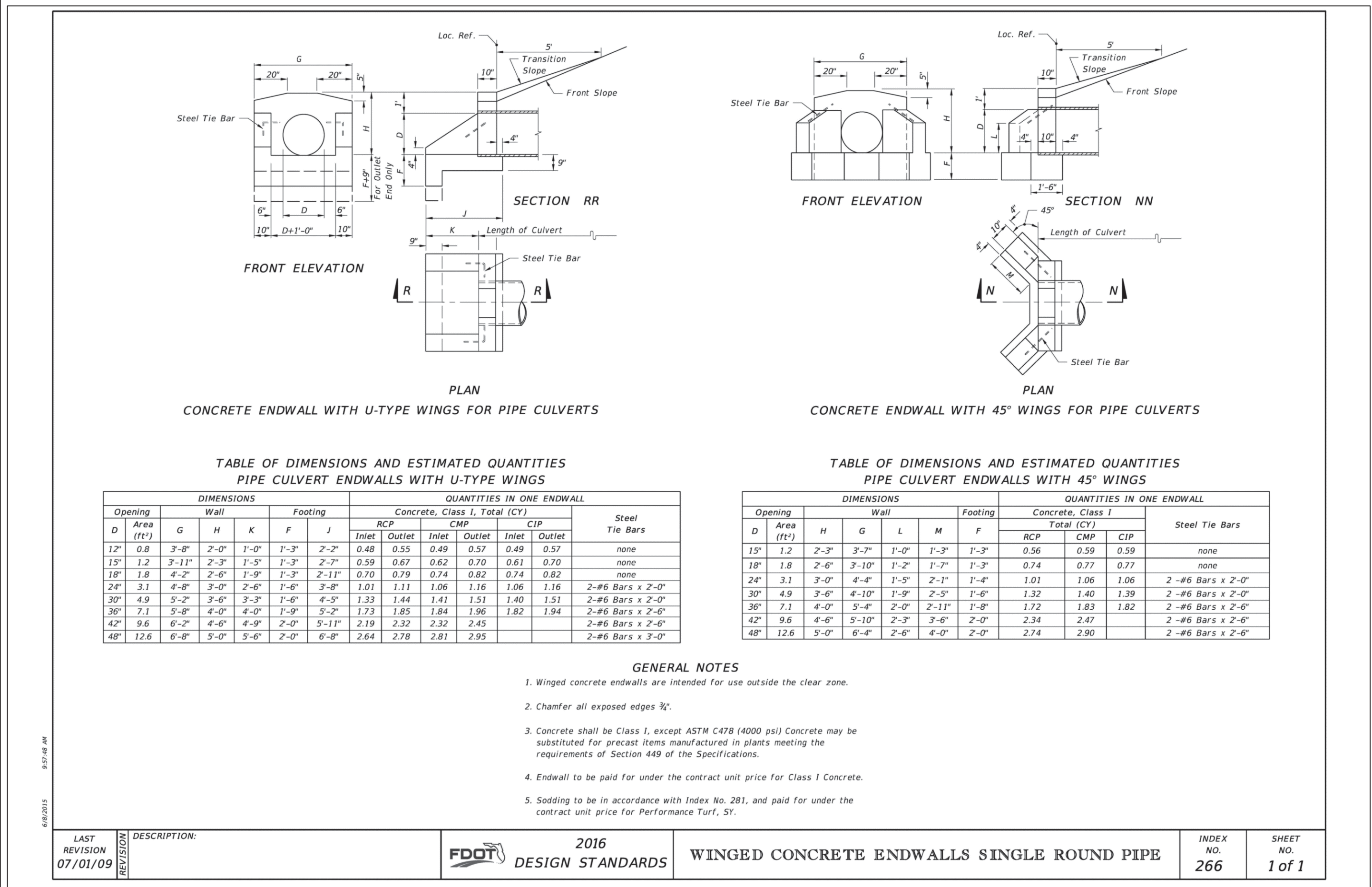
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FDOT STANDARD DETAILS

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RICHARD E. BRUNSON, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June, 20, 2017,.....

CAD FILE NAME: 13046.FDOT
PROJECT NO.: 2013046
DRAWING NO.:
SHEET NO.: 17

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2		
1	REVISION PER LEE COUNTY REVIEW	02/03/2017
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration	
LEE COUNTY, FLORIDA	

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE

H.M.	6200 Whiskey Creek Drive Fort Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772
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PROJECT NO.:	SHEET NO.:
2013046	18

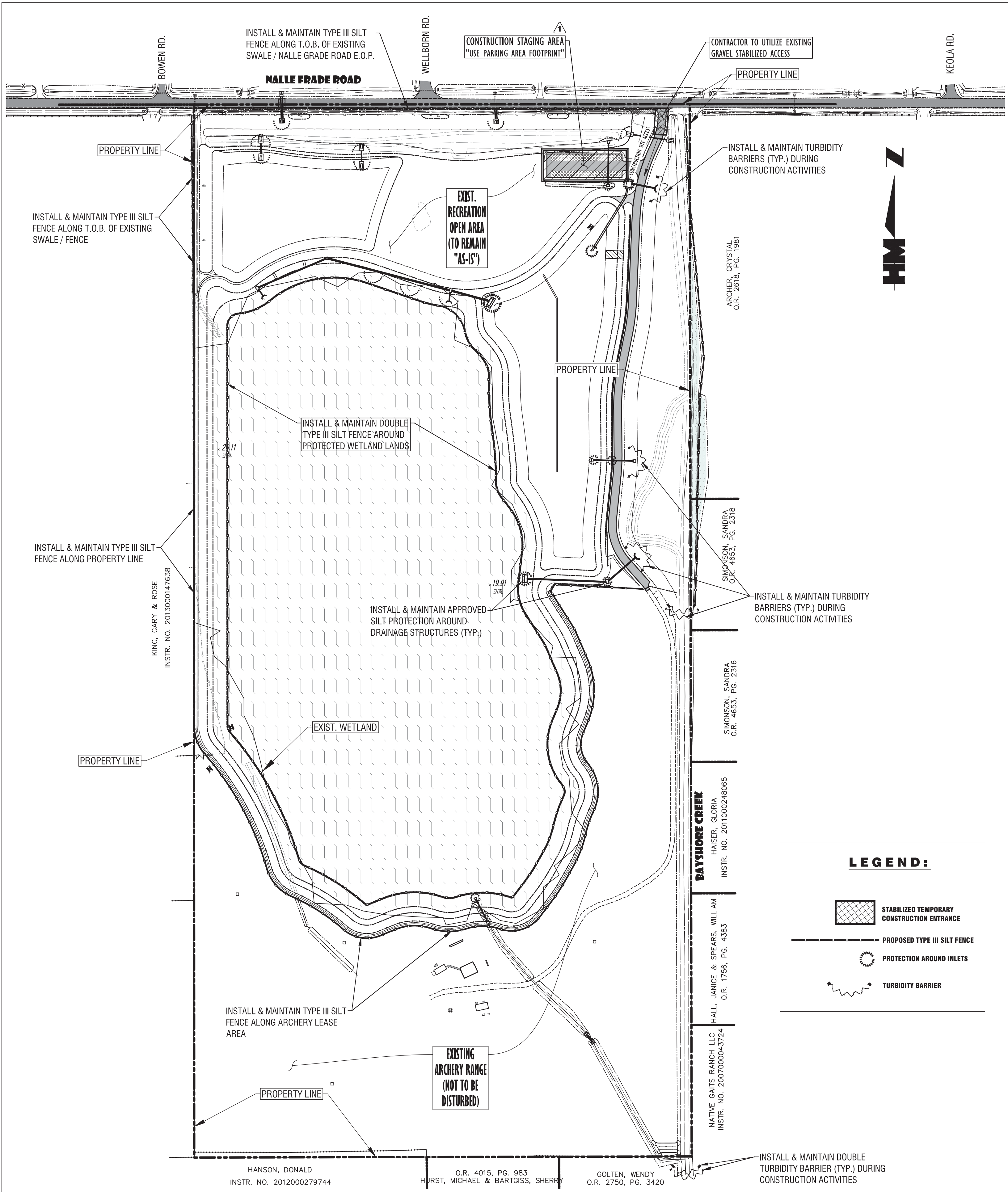
DRAWING CURRENT AS OF 06/11/17	
RICHARD BRANNAN FLORIDA PROFESSIONAL ENGINEER REGISTRATION #42339 DATE: June 29, 2017.....	

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EROSION CONTROL NOTES:

THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, TOOLS, MATERIALS AND SERVICES NEEDED TO PROVIDE ADEQUATE EROSION AND SEDIMENT CONTROL MEASURES. THESE MEASURES SHALL CONFORM TO THE PLANS AND SPECIFICATIONS AND ALL STATE AND LOCAL REQUIREMENTS.

1. THE CONTRACTOR SHALL EXERCISE CARE TO PRESERVE THE NATURAL LANDSCAPE AND SHALL CONDUCT CONSTRUCTION OPERATIONS SO AS TO PREVENT ANY UNNECESSARY DESTRUCTION, SCARRING OR DEFACING OF THE NATURAL SURROUNDINGS IN THE VICINITY OF THE WORK AREA. EXCEPT WHERE CLEARING IS REQUIRED FOR PERMANENT WORK, FOR APPROVED CONSTRUCTION ROADS OR FOR EXCAVATION OPERATIONS, ALL TREES, NATIVE SHRUBBERY AND VEGETATION TO BE PRESERVED AND PROTECTED FROM DAMAGE WHICH MAY BE CAUSED BY THE CONTRACTOR'S CONSTRUCTION OPERATIONS AND EQUIPMENT.
2. GRADED AREAS ARE TO BE SEEDED AND/OR SODDED WITHIN SEVEN (7) DAYS FOLLOWING EARTH MOVING PROCEDURES. IF THE TIME OF YEAR IS NOT CONDUCIVE FOR PERMANENT SEEDING, A TEMPORARY MULCH AND/OR SEEDING SHOULD BE USED.
3. REPAIR ALL DAMAGES CAUSED BY SOIL EROSION OR CONSTRUCTION EQUIPMENT BEFORE THE END OF EACH WORK DAY.
4. SEDIMENT SHALL BE REMOVED FROM SUMP AREAS. THE SEDIMENT SHALL BE PLACED IN SUCH A MANNER THAT IT WILL NOT ERODE FROM THE SITE. THE SEDIMENT SHALL NOT BE DEPOSITED DOWNSTREAM FROM THE EMBANKMENT, IN OR ADJACENT TO A STREAM OR FLOOD PLAIN.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION AND UPON OWNER SATISFACTION.
6. THE CONTRACTOR SHALL ABIDE BY ALL RULES AND CONDITIONS OF ERP AND LEE COUNTY PERMITS. ALL DISTURBED SLOPES SHALL BE SODDED WITHIN 48 HOURS OF COMPLETION OF FINAL GRADING. ALL EROSION CONTROL DEVICES (I.E. SYNTHETIC HAY BALES AND SILT FENCES) SHALL BE IN PLACE PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
7. THE CONTRACTOR SHALL CONDUCT CLEANING AND DISPOSAL OPERATIONS TO COMPLY WITH ALL APPLICABLE PERMITS, LAWS AND REGULATIONS. CLEANING SHALL BE EXECUTED DAILY TO KEEP THE WORK, SITE AND ADJACENT PROPERTIES FREE FROM ACCUMULATIONS OF WASTE MATERIALS, WATER, ERODED MATERIAL, RUBBISH AND WIND BLOWN DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.
8. WHERE ADJACENT PROPERTY HAVE BEEN DISTURBED, ALL AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
9. CONTRACTOR SHALL PROTECT EXISTING TREES, SHRUBS, AND OTHER PLANTINGS DURING CONSTRUCTION. WHERE EXISTING PLANTS HAVE BEEN DISTURBED OR NEED TO BE RELOCATED, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND COMPLETE THE WORK TO OWNERS SATISFACTION.
10. ANY DAMAGE TO EXISTING IRRIGATION PIPES, WIRING AND SPRINKLER HEADS SHALL BE REPLACED WITH NEW MATERIAL AT THE CONTRACTOR'S EXPENSE.
11. THIS DRAWING PROVIDE GENERAL EROSION CONTROL INFORMATION ONLY, CONTRACTOR IS RESPONSIBLE FOR OBTAINING NPDES-SPP PERMIT FROM FDEP AND FOR COMPLIANCE WITH ALL PERMIT CONDITIONS. WORK SHALL NOT COMMENCE UNTIL A COPY OF THE PERMIT DOCUMENTS HAVE BEEN RECEIVED BY ENGINEER.



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2	REVISION PER LEE COUNTY REVIEW	02/03/2017
1	REVISION PER SPWMD REVIEW	08/12/2016
NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY VZ	DATE 02/18/15
CHECKED BY REB	DATE JUNE/17
VERTICAL SCALE N/A	HORIZONTAL SCALE N/A



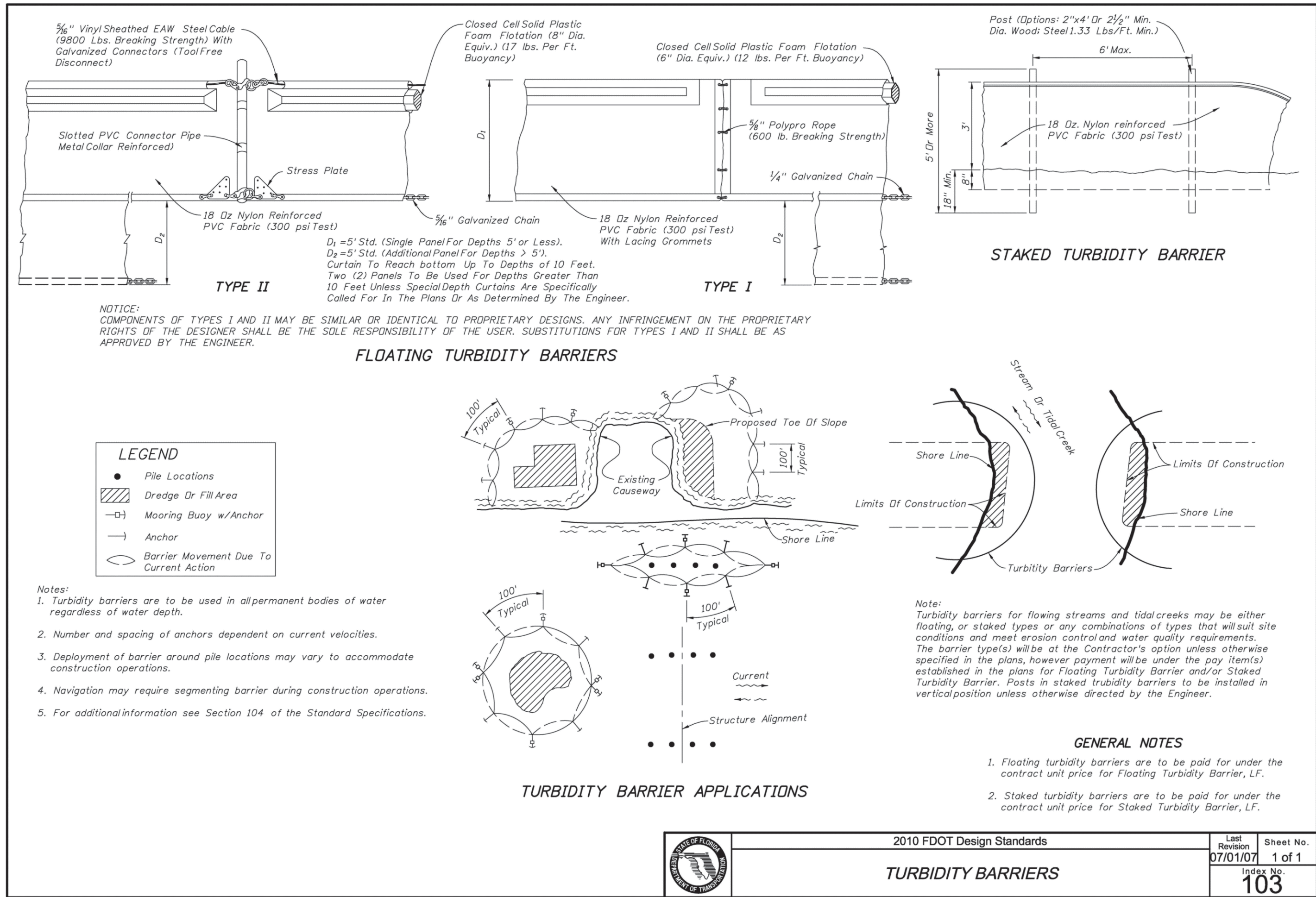
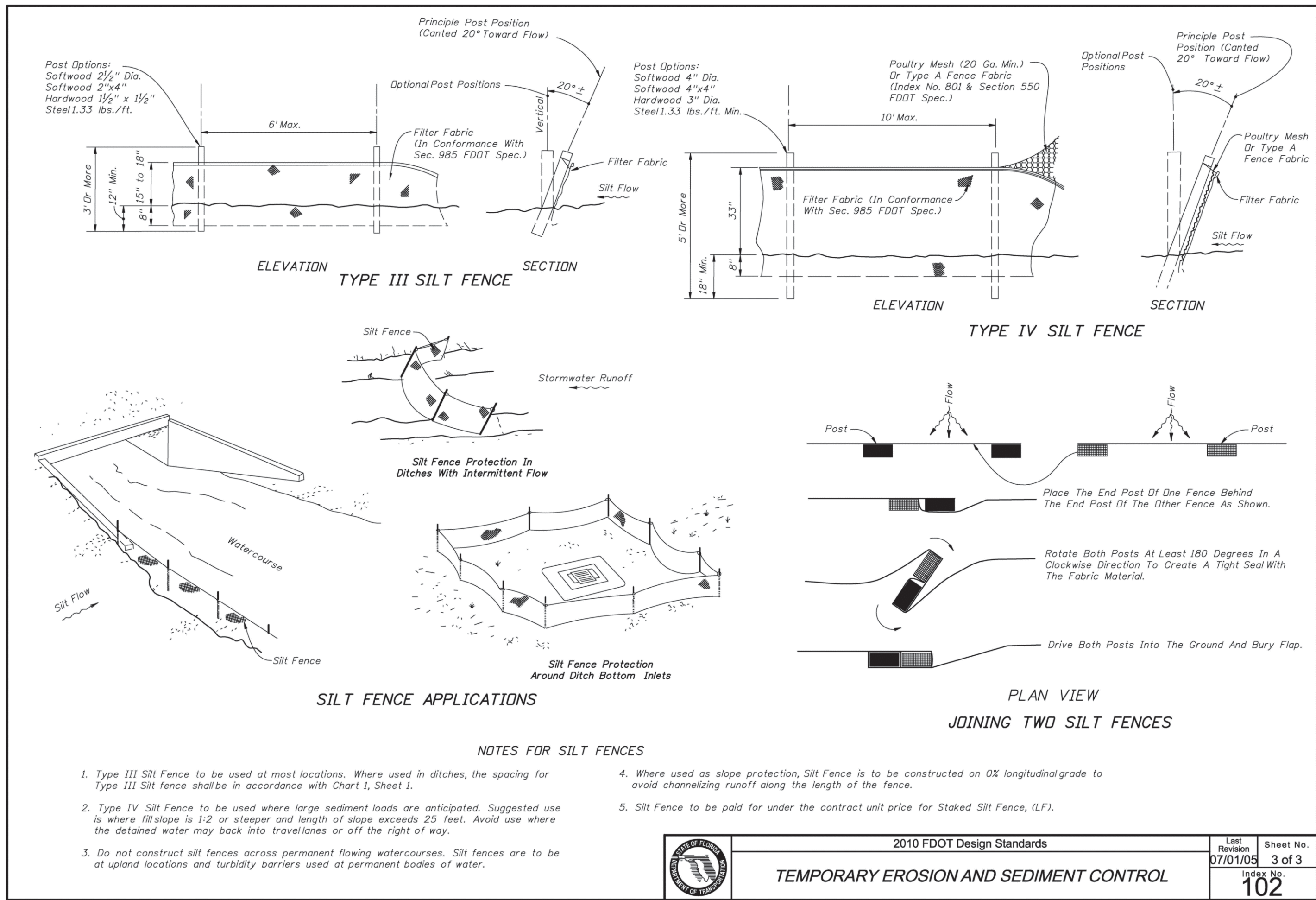
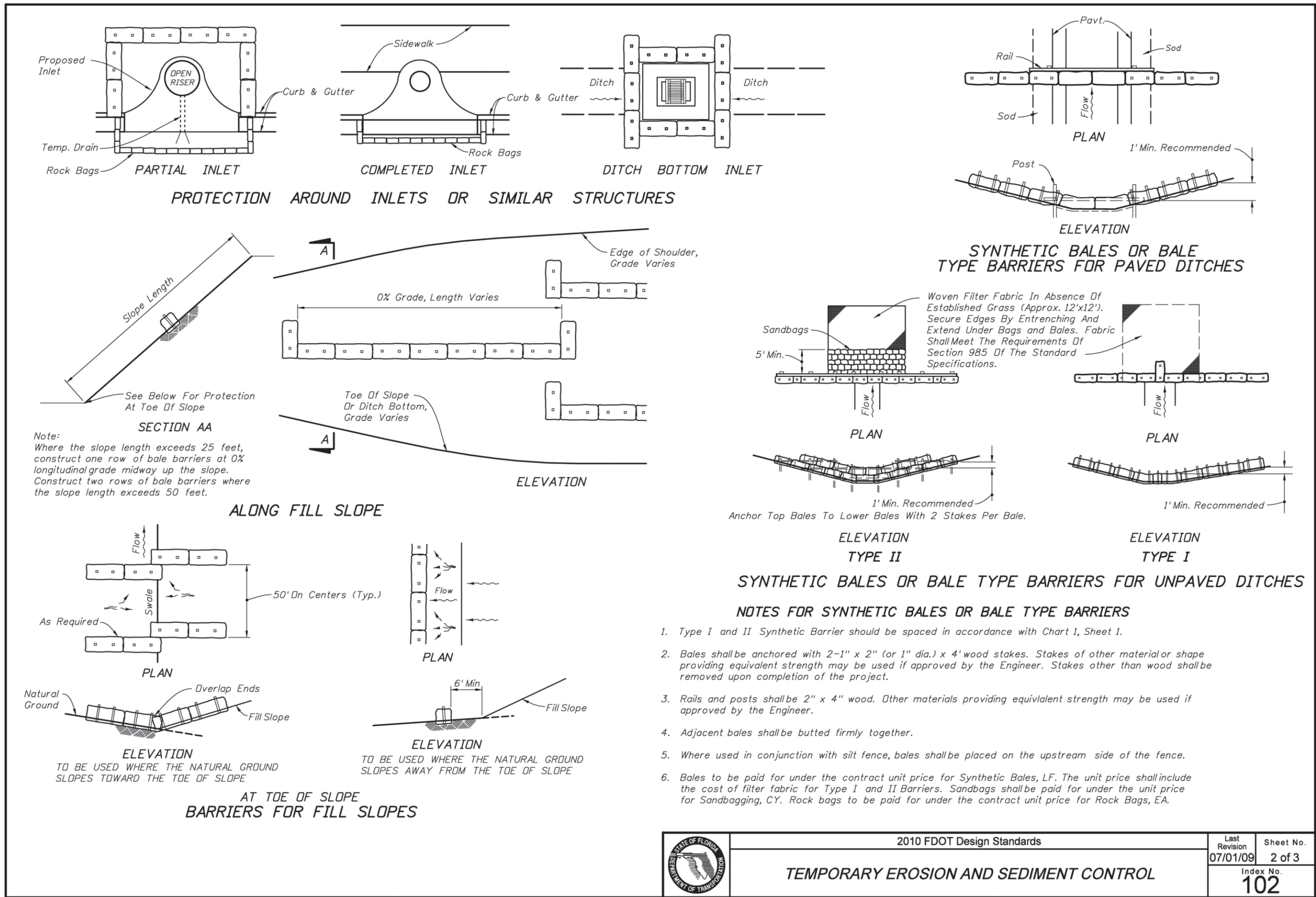
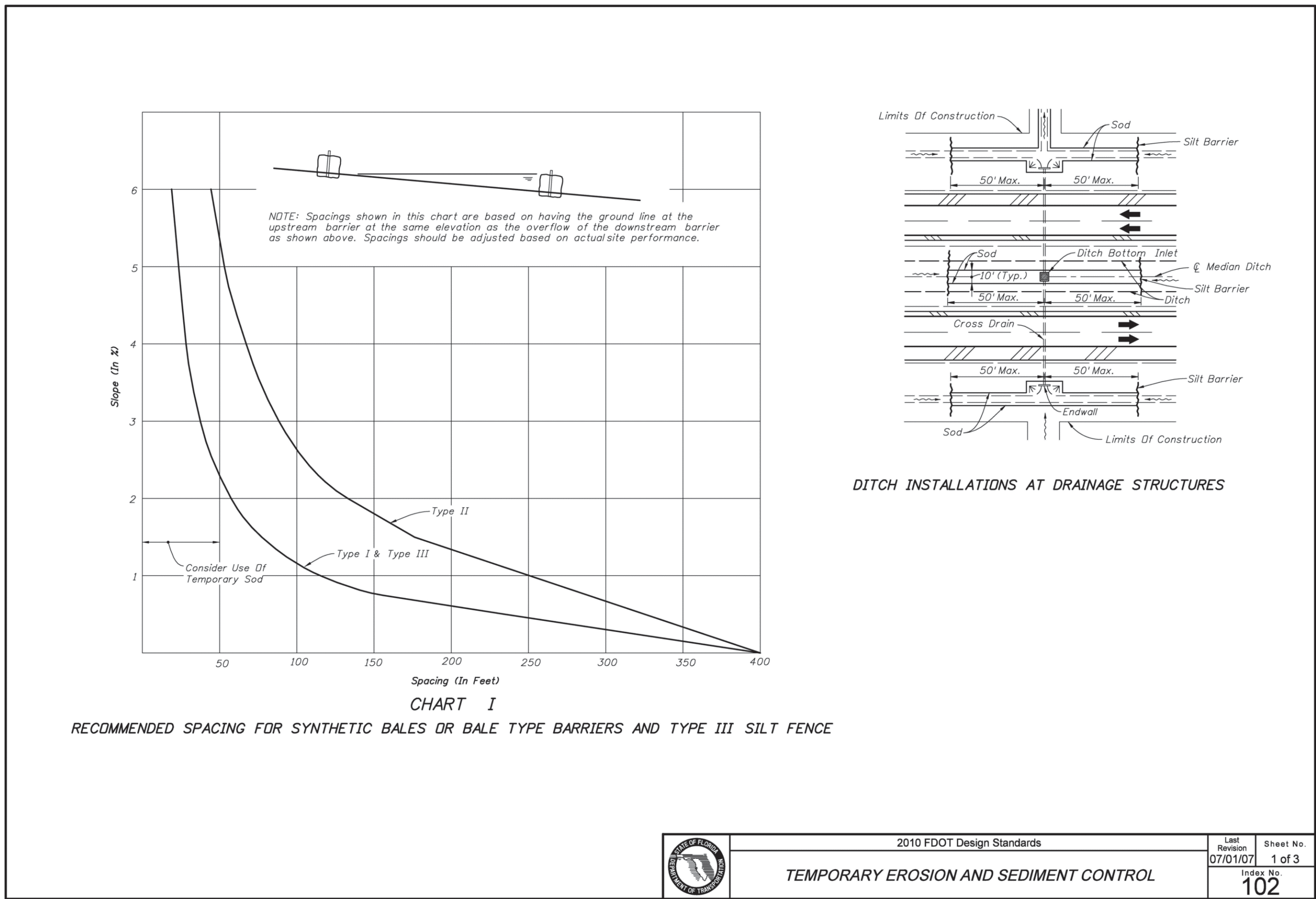
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EROSION AND SEDIMENT CONTROL
PLAN AND NOTES

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RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

CAD FILE NAME:	DRAWING NO.:
13046.ESCP	
PROJECT NO.:	SHEET NO.:
2013046	19

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NUMBER	REVISIONS	DATE
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Nalle Grade Park Hydrologic Restoration

LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE

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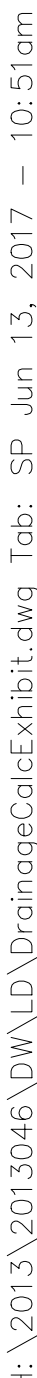
EROSION AND SEDIMENT CONTROL

DETAILS

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RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 20, 2017

CAD FILE NAME:	DRAWING NO.:
13046.ESCPD	
PROJECT NO.:	SHEET NO.:
2013046	20



Stormwater Pollution Prevention Plan

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

_____ To Be Determined _____
Name (Operator and/or Responsible Authority)

Date

Project Name and location information:	Nalle Grade Stormwater Park Lat: 26d 45'07.92"N Long: 81d 49' 11.34"W 8350 Nalle Grade Road North Fort Myers, FL 33917
---	---

A site map must be developed and must contain, at a minimum, the following information:

1. Drainage patterns,
2. Approximate slopes after major grading activities,
3. Areas of soil disturbance,
4. Outline all areas that are not to be disturbed,
5. Location of all major structural and non-structural controls,
6. The location of expected stabilization practices,
7. Wetlands and surface waters, and
8. Locations where stormwater may discharge to a surface water or MS4.

Site Description

Describe the nature of the construction activity:	<p>The project includes the following general improvements:</p> <ul style="list-style-type: none">• 4.09 acre Dry Retention area impoundment;• Improvements to the existing wetland to function as an improved wet detention impoundment;• Ancillary improvements to the park area including two (2) open water (lake) areas and a filter marsh bordering Nalle Grade Road. <p>The existing archery club lease area utilizing the southern third of the parcel will remain “as-is”.</p>		
Describe the intended sequence of major soil disturbing activities:	<p>Site preparation and installation of erosion controls.</p> <p>Clearing and grading</p> <p>Installation of Drainage</p> <p>Fine grading for plantings</p> <p>Planting material</p> <p>Final grading</p>		
Total area of the site:	76.76	Acres	
Total area of the site to be disturbed:	22.11	Acres	
Existing data describing the soil or quality of any stormwater discharge from the site:	9	Euagallie Sand	
	13	Boca Fine Sand	
	26	Pineda Fine Sand	
	33	Oldsmar Sand	
	34	Malabar Fine Sand	
	35	Wabasso Sand	
	39	Isles Fine Sand, Depressional	
	42	Wabasso Sand, Limestone Substratum	
	44	Malabar Fine Sand, Depressional	
	49	Felda Fine Sand, Depressional	
Estimate the drainage area size for each discharge point:	51	Floridana Sand, Depressional	
	<p>8.10 ac to North Discharge</p> <p>31.67 ac to South Discharge</p>		

	All discharge is to Bayshore Creek
Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	North: 26d45'18.74"N/81d49'05.34"W
	South: 26d45'07.53"N/81d49'05.24"W
<p>Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the <u>Florida Development Manual: A Guide to Sound Land and Water Management</u> (DEP, 1988) and any subsequent amendments.</p> <p>During all construction activities silt fence shall be installed along the boundary of the project and the public right of way (R-O-W) to prevent contaminated run off from entering the R-O-W and adjacent properties.</p> <p>Storm drain inlet protection shall be provided in all existing and new inlets that may be affected by the runoff from the construction site.</p> <p>A double silt fence will be installed along the proposed wetland area.</p> <p>A turbidity curtain shall be installed at the discharge point in Bayshore Creek during connections.</p> <p>Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.</p> <p><u>Disturbed areas shall be stabilized no later than seven (7) days after final grade or the last activity has been attained.</u></p> <p>Permanent structures, temporary or permanent vegetation, and mulch, or a combination of these measures, shall be employed as quickly as possible after the land is disturbed.</p> <p>Temporary vegetation and mulches can be utilized where it is not practical to establish permanent vegetation.</p> <p>Such temporary measures shall be employed immediately after rough grading is completed if a delay is anticipated in obtaining finished grade.</p> <p>Contractor shall stabilize parking areas, and paved areas with gravel sub-base in accordance with the construction plans as planned.</p>	

Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.
All runoff will be directed away from the right of way (R-O-W) and retained on site. Silt fence will be provided on site around the perimeter at a minimum. Storm drain inlets will be protected once installed.
Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.
Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.
See included technical memorandum.

Describe in detail controls for the following potential pollutants

Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	<p><u>Construction Debris:</u> All construction debris will be placed into a dumpster and hauled away. No debris will be buried on site.</p> <p><u>Chemicals:</u> Any chemicals used will be stored in a weatherproof container under lock & key. Material Safety data Sheets (MSDS) will be kept on site for proper disposal/neutralization in the event of a spill. In the event of a "Reportable Spill" the proper contacts will be notified as per the MSDS.</p> <p><u>Litter:</u> A dumpster will be on site and utilized for litter. A daily inspection of the site for litter will be performed to prevent litter from accumulating and/or blowing off-site as litter is a source of pollutant in itself.</p> <p><u>Sanitary Wastes:</u></p>
---	---

	<p>A State Licensed Certified sanitary waste hauler will be utilized for port-o-johns used on the construction site. The waste containers will be pumped out weekly or on an as needed basis.</p>
<p>Offsite vehicle tracking from construction entrances/exits:</p>	<p>No soils are anticipated to leave the site, however, to prevent soils from leaving the site a temporary construction entrance & exit will be provided.</p> <p>A stone stabilized pad located at points of vehicular ingress and egress will be installed to provide an area where mud can be removed from construction vehicles.</p> <p>The temporary roadbed shall be at least 14 ft. wide for one-way traffic and 20 ft. wide for two-way traffic and 50 ft. long. In the event that soils are tracked onto a public roadway, the affected area will be swept as needed to prevent any unsafe driving conditions on public roadways.</p> <p>SEE PROJECT SITE PLAN & EROSION CONTROL PLAN FOR ADDITIONAL DETAILS.</p>
<p>The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:</p>	<p>The contractor shall administer proper application rates of all fertilizers, herbicides & pesticides used at the construction site.</p> <p>Any fertilizers, herbicides & pesticides used shall be according to the manufacturer's recommendations as described on the label. All substances shall be kept in its original labeled container.</p>
<p>The storage, application, generation and migration of all toxic substances:</p>	<p>No toxic substances are anticipated to be used at the site; however, any substance that is toxic shall be kept in a covered container under lock & key. The site supervisor will be responsible for the substances storage, usage and</p>

	<p>proper disposal methods of any leftover product and/or the empty containers. Any substance used shall be according to the manufacturer's recommendations as described on the label. All substances shall be kept in its original labeled container. If any substance(s) must be transferred to a new container (due to leakage/breakage etc.) the new container will be sealed and labeled accordingly. The contractor shall administer proper application rates of all fertilizers, herbicides & pesticides used at the construction site.</p> <p>Any fertilizers, herbicides & pesticides used shall be according to the manufacturer's recommendations as described on the label. All substances shall be kept in its original labeled container.</p>
Other:	<p>Any maintenance done on heavy equipment shall be required to use a non-impervious material placed under the area to be worked on. The purpose of this is to catch any petroleum products from coming into contact with the ground soils and/or washing away into a surface water or MS4 during a rain event. All oils/greases shall be disposed of properly so as not to contaminate any areas on the construction site.</p>

<p>Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.</p> <p>Regular inspections will occur weekly and within 24 hours of the end of a storm event that is 0.50" or greater as required by Part V.D.4 of the permit.</p> <p>In event that a BMP needs to be repaired or replaced, the maintenance will be performed within 24 hours. In no case shall the repair take more than 7 days.</p> <p>Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and</p>

within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).
Inspections will occur at least once per week and within 24 hours of the end of a storm event that is 0.50" or greater as required by Part V.D.4 of the permit.
A qualified Inspector shall be retained during construction activities to inspect all points of possible discharge, storage of materials to rain, pollution control installations and stabilized construction entrances/exits.
Detailed reports of inspections will be produced and filed at the construction site field office

Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from fire fighting activities do not have to be listed or described.
None anticipated as there will be installation of potable/sanitary utility lines.

This SWPPP must clearly identify, for each measure identified within the SWPPP, the contractor(s) or subcontractor(s) that will implement each measure. All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:

"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

Name	Title	Company Name, Address and Phone Number	Date

Stormwater Pollution Prevention Plan Inspection Report Form

Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name: _____

FDEP NPDES Stormwater Identification Number: FLR10 _____

Location	Rain data	Type of control (see below)	Date installed / modified	Current Condition (see below)	Corrective Action / Other Remarks

Condition Code:

G = Good

M = Marginal, needs maintenance or replacement soon

P = Poor, needs immediate maintenance or replacement

C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand Bag
7. Subsurface drain	16. Curb and gutter	25. Synthetic Hay Bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

Name

Qualification

Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

* * * * *

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Name (Responsible Authority)

Date

URBAN STORMWATER MANAGEMENT PROGRAM

1.0 Introduction

This document provides details of the Urban Stormwater Management Program for the Nalle Grade Storm Water Park in Lee County, Florida. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Although many of the methodologies and procedures outlined in this document are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of the Page Field and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) solid waste management; (3) operation and maintenance of the stormwater conveyance system; and (4) construction activities. A discussion of each of these activities is given in the following sections.

2.0 Nutrient and Pesticide Management

Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Nalle Grade Storm Water Park commits themselves to the practice of responsible and careful landscape design and maintenance of the property to prevent contamination of surface waters. The guidelines included in this section are intended to help the owner make educated environmental choices regarding the maintenance of individual yards within the community. These maintenance and management guidelines are meant to promote an attractive project that preserves the health of adjacent waterways and environmental features.

2.1 General Requirements

Commercial applicators of chemical lawn products must register with Nalle Grade Storm Water Park annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators are permitted to apply chemicals within the property. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

2.2 Nutrient Management Program

Management and application of nutrients and fertilizers in the Nalle Grade Storm Water Park will adhere to the following guidelines:

- A. All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.
- B. No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.
- C. Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.
- D. All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.
- E. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.
- F. Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

2.3 Pest Management Program

Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general guidelines follow:

- A. Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.
- B. Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.
- C. It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

- A. Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides
- B. Must have the minimum potential for leaching into groundwater or loss from runoff
- C. Products must be EPA-approved
- D. The half-life of products used shall not exceed seventy (70) days

3.0 Solid Waste Management

In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is the responsibility of Nalle Grade Storm Water Park. Local requirements for refuse collection will be adhered to, including specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales, parking areas and access gutters. All employees and landscape maintenance contractors will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

4.0 Stormwater Management and Treatment System

The storm water management system for the Nalle Grade Storm Water Park is designed to maximize the attenuation of storm water generated from pollutants prior to discharge to the off-site systems. Operational details and maintenance requirements of the various system components are given in the following sections.

4.1 Dry Detention Ponds and Interconnect Pipes

The basic element of the storm water management system consists of a series of interconnected wet detention ponds that provide storm water treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining storm water runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

- A. Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.
- B. Review the banks of the lakes and canals to ensure proper side slope stabilization and inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.
- C. Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.
- D. Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected.

5.2 Earthen Embankments (Dikes and Berms)

Check for proper elevations, width and stabilization. Worn down berms - especially if used by all-terrain vehicles or equestrian traffic – and rainfall – created washouts should be immediately repaired, compacted and re-vegetated.

5.3 Outfall Structure (also called the Water Quality Control Structures or Weirs)

The outfall structures should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a “baffle” or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

5.0 Construction Activities

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The plan includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof.

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FLUCFCS Legend			
FLUCFCS CODE	COMMUNITY	TOTAL	%
189	Other Recreational	2.15± Ac	2.80%
190	Open Lands	8.13± Ac	10.59%
411	Pine Flatwoods	31.42± Ac	40.93%
411 E4	Pine Flatwoods(75-99% Exotics)	1.72± Ac	2.24%
423	Oak/Pine/Hickory	0.71± Ac	0.92%
510	Streams and Waterways	4.08± Ac	5.32%
641	Freshwater Marsh	11.35± Ac	14.79%
641 E2	Freshwater Marsh (25-49% Exotics)	0.99± Ac	1.29%
641 E4	Freshwater Marsh (74-99 % Exotics)	0.48± Ac	0.63%
6417	Freshwater Marsh with Shrubs, Brushes, and Vines	13.07± Ac	17.03%
6417 E2	Freshwater Marsh with Shrubs, Brushes, and Vines (25-49% Exotics)	1.62± Ac	2.11%
814	Roads	1.04± Ac	1.35%
Total		76.76± Ac	100.00%

NUMBER	REVISIONS	DATE
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Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE 02/14/15
CHECKED BY	DATE JUNE/17
VERTICAL SCALE	HORIZONTAL SCALE 1"=100'
N/A	



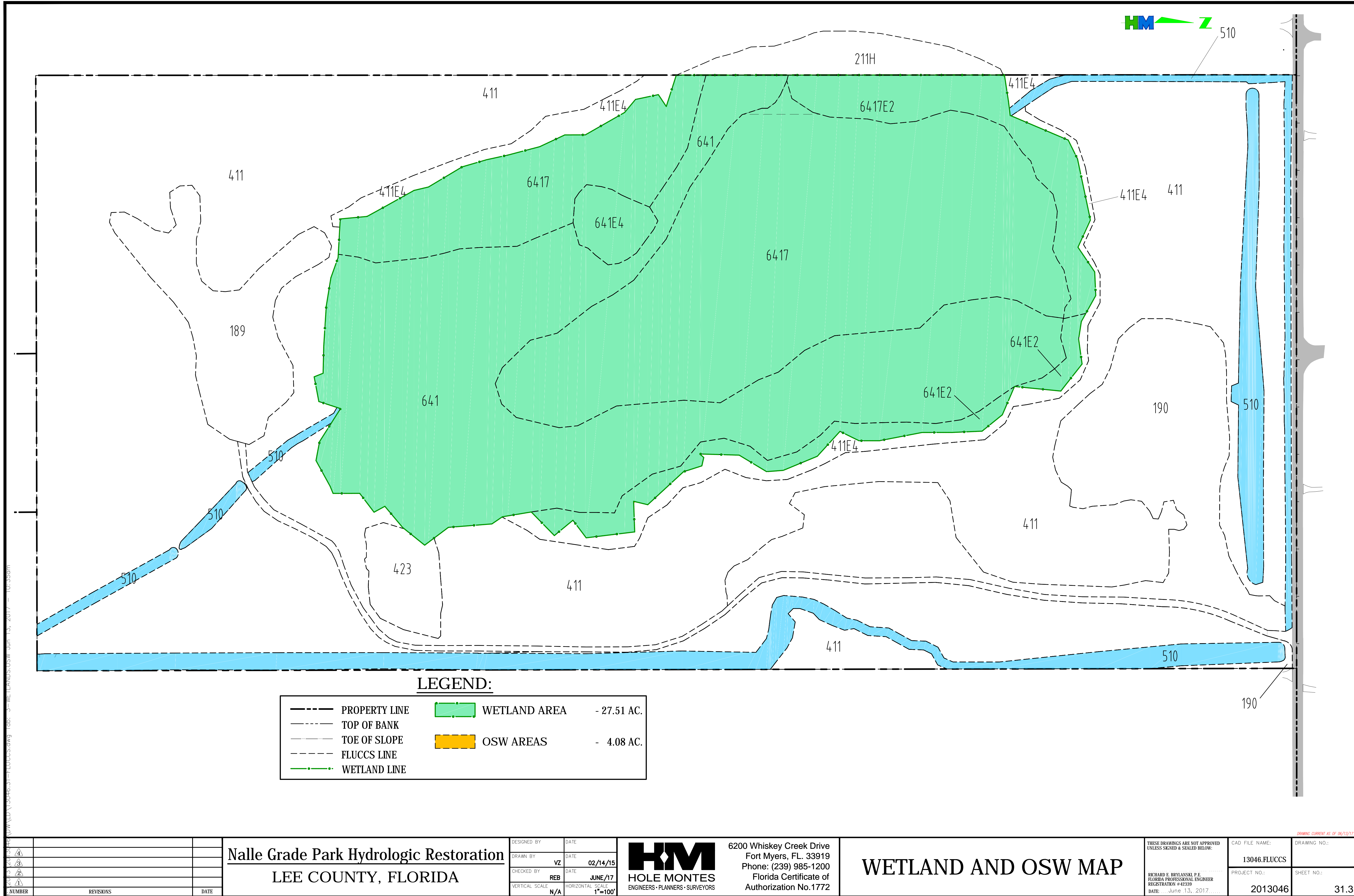
6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
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FLUCCS MAP
LEE COUNTY AERIAL 2016

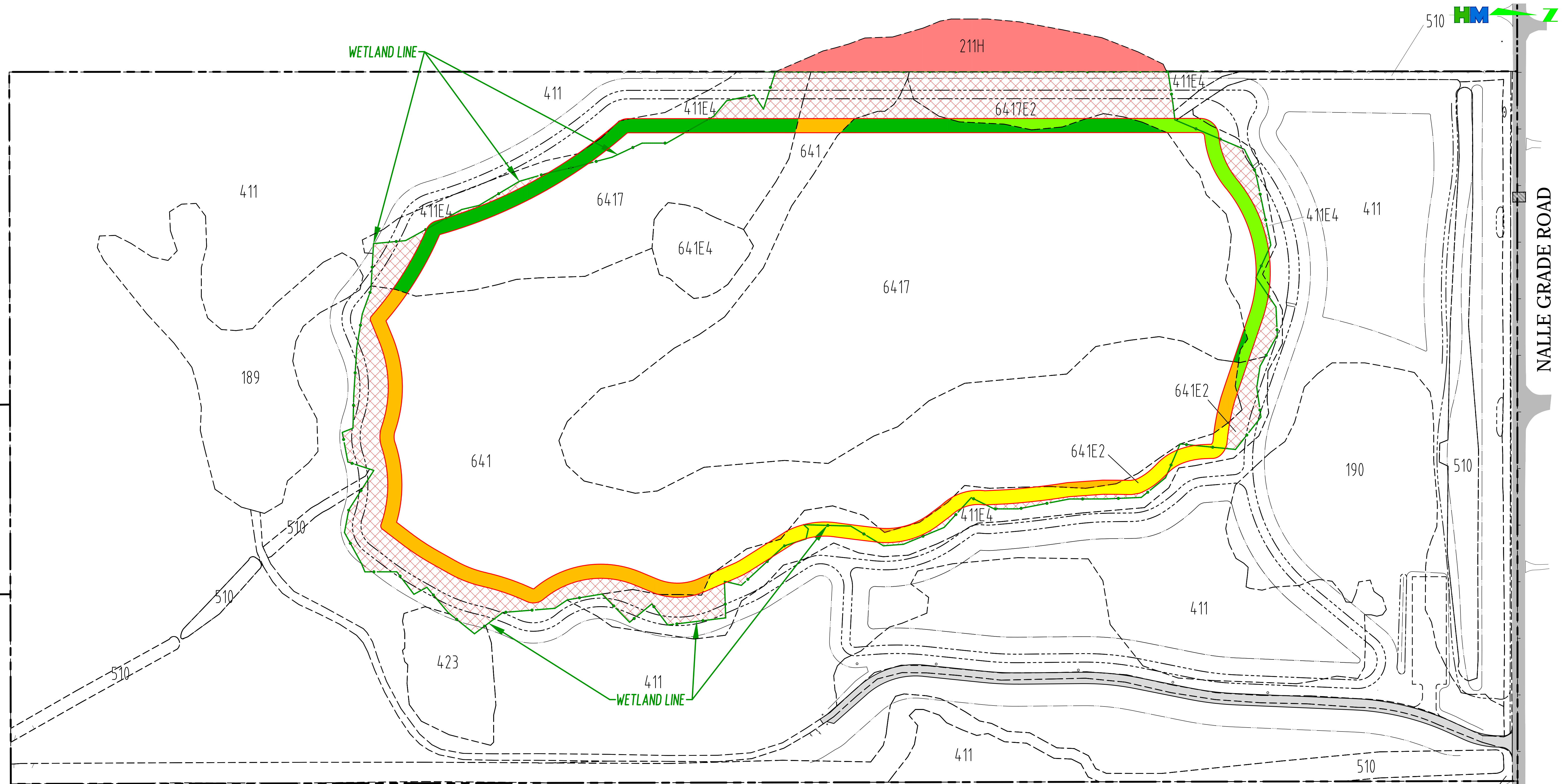
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UNLESS SIGNED & SEALED BELOW:

RICHARD E. BRYLANSKI P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION # 42339
DATE: June 13, 2017

CAD FILE NAME:	DRAWING NO.:
13046.FLUCCS	
PROJECT NO.:	SHEET NO.:
2013046	31.2



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SECONDARY IMPACT:

6417	Freshwater Marsh	0.72 AC.
6417E2	Freshwater Marsh (25%-50% Exotics)	0.38 AC.
641	Freshwater Marsh with Shrubs, Bushes and Vines	0.74 AC.
641E2	Freshwater Marsh with Shrubs, Bushes and Vines(74%-99% Exotics)	0.54 AC.
NALLE GRADE PARK SECONDARY WETLAND IMPACT AREA TOTAL		= 2.38 AC.
211H	Pasture, Hydric	0.96 AC.
OFF-SITE SECONDARY WETLAND IMPACT AREA TOTAL		= 0.96 AC.

LEGEND:

---	PROPERTY LINE
---	TOP OF BANK
---	TOE OF SLOPE
---	FLUCCS LINE
---	WETLAND LINE
---	Direct Wetland Impact

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NUMBER	REVISIONS	DATE

Nalle Grade Park Hydrologic Restoration	
LEE COUNTY, FLORIDA	

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE



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SECONDARY WETLAND IMPACT	
--------------------------	--

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REGISTRATION # 42339
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PROJECT NO.:	SHEET NO.:
2013046	31.5

Nalle Grade Park Wetland Mitigation, Monitoring & Maintenance Plan

The 2.23 wetland functional loss due to direct and secondary impacts to the freshwater marsh will be offset through restoring the hydroperiod to the historic seasonal high water level (SHWL), removal of invasive exotic vegetation, reducing the cover coastal willow (*Salix carolinensis*), planting the proposed berm with native wetland vegetation to the SHWL, and supplemental planting of the freshwater marsh. A total of 24.34 acres of freshwater wetland and 0.36 acres of upland will be enhanced. However, mitigation credit is only provided over 21.96 acres of wetland since 2.38 acres of the wetland is secondarily impacted by the proposed berm. The wetland functional gain is 2.41. Additionally, a standard SFWMD Passive Recreation Conservation Easement will be recorded over the preserved freshwater marsh to insure the preservation and maintenance of this wetland.

- **Removal of Invasive Exotic Vegetation**

Any plants listed as invasive by the Florida Exotic Pest Plant Council (FLEPPC) as of 2016 will be managed to have a cover of no more than 5% in perpetuity. Herbaceous invasive exotic vegetation will be treated in place with an appropriate herbicide. Brazilian pepper will be treated in place with foliar spraying using an appropriate herbicide. Invasive exotic trees with a caliper of 6-inches or greater will be cut and removed from the site with the stump being treated with an appropriate herbicide immediately following the cutting. Invasive exotic trees with a caliper less than 6-inches may be treated in place using an appropriate herbicide and treatment method (e.g. foliar spray; trunk treatment). A dye must be used with the herbicide treatment.

- **Reducing Cover of Coastal Plain Willow**

The existing coastal plain willow trees will be cut and removed from the site. The stumps will be treated with an appropriate herbicide immediately following cutting. A dye must be used with the herbicide treatment. The coastal willow cover will be reduced to no more than 10 percent of the freshwater marsh. Every five years, the County will conduct maintenance to keep the willow cover below 25 percent of the preserved wetland.

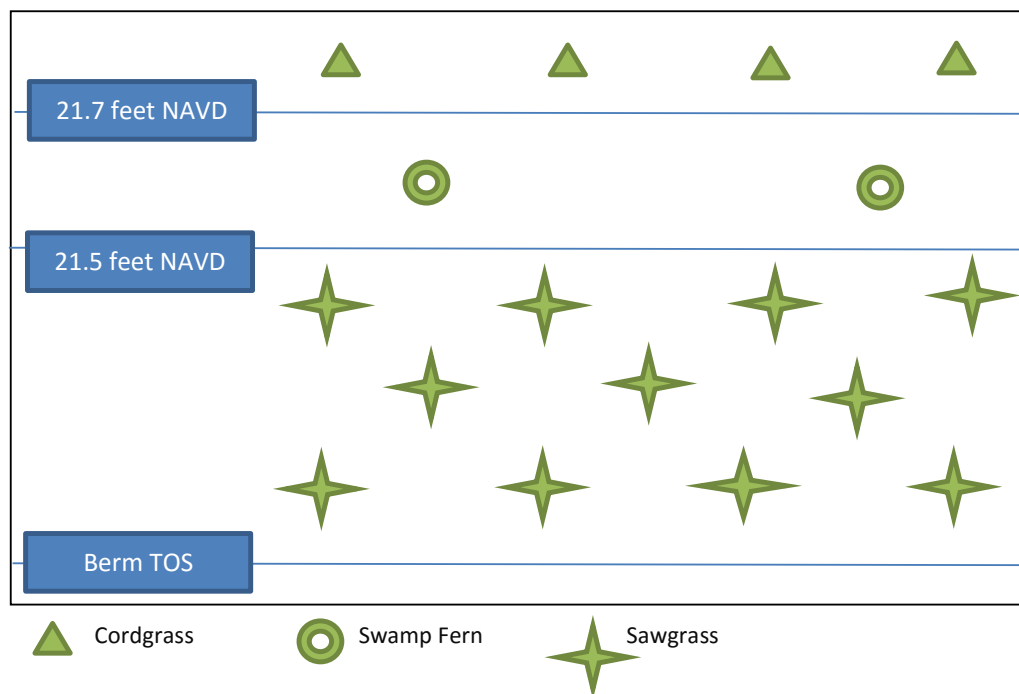
- **Planting Plan for Berm Slope**

The berm face abutting the preserved wetland will be planted with appropriate native wetland vegetation from toe of slope to the historic SHWL (21.7 feet NAVD). Table 1 details the planting specifications. Figure 1 shows the planting pattern.

Common Name	Scientific Name	Size	Number	Plant Feet On Center	Planting Zone
Sand Cordgrass	<i>Spartina bakeri</i>	Bare Root	1,400	3	+/- 22 feet NAVD
Swamp Fern	<i>Blechnum serrulatum</i>	1-gallon	500	+/-10	21.5 to 21.7 feet NAVD
Sawgrass	<i>Cladium jamaicense</i>	Liner	4,200	3	Below 21.5 feet NAVD to TOS

Table 1: Berm Planting Specifications

Figure 1: Berm Planting Design



- **Supplemental Planting Plan**

The preserved wetland will be enhanced through the supplement planting plan to increase the cover and diversity of appropriate native wetland vegetation. The 0.48 acre disturbed freshwater marsh will be the primary focus with the willow cover area being the secondary focus. Table 2 details the planting specifications. Figure 2 shows the planting areas.

Table 2: Supplemental Planting Specifications

Common Name	Scientific Name	Size	Number	Planting Zone
Broadleaf Arrowhead	<i>Sagittaria lantifolia</i>	Bare Root	500	A
Spikerush	<i>Eleocharis interstincta</i> and/or <i>Eleocharis palustris</i>	Bare Root	320/1,500	A/B
Bulltongue Arrowhead	<i>Sagittaria lancifolia</i>	Bare Root	1,700	B
Pickernelweed	<i>Pontederia cordata</i>	Bare Root	1,700	B/C
Fragrant Water Lily	<i>Nymphaea odorata</i>	Bare Root	250	C
Spatterdock	<i>Nuphar luteum</i>	Bare Root	300	C
Fireflag	<i>Thalia geniculata</i>	Bare Root	330	C

Figure 2: Supplemental Planting Areas



Mitigation Monitoring Plan

The preserved wetland will be monitored (Figure 3) for a minimum of five years to document the restored hydrology and verify that 80% cover with appropriate native vegetation (i.e. FACW or Obligate species) is achieved. Three point line intercept transects will be established to quantify the vegetation cover. Photo-stations will be established at either end of the transect with photos being taken in each of the cardinal directions (i.e. north-east-south-west) to document the quality of the wetland. The monitoring events will include a baseline, time-zero (i.e. after initial invasive exotic maintenance and supplemental planting), first annual (i.e. 1 year after time-zero monitoring), second annual, third annual, fourth annual, and fifth annual (Table 3). Additionally, a monitoring well with a datalogger will be installed (Figures 3 & 4) to record the water levels and produce a hydrograph.

If the success criteria of 80% cover of native FACW or obligate wetland species, less than 5% cover of invasive exotic or nuisance vegetation with no one area of the preserve being dominated by such vegetation, and no more than 25 percent cover of coastal plain willow within 5 years, then no further monitoring is required.

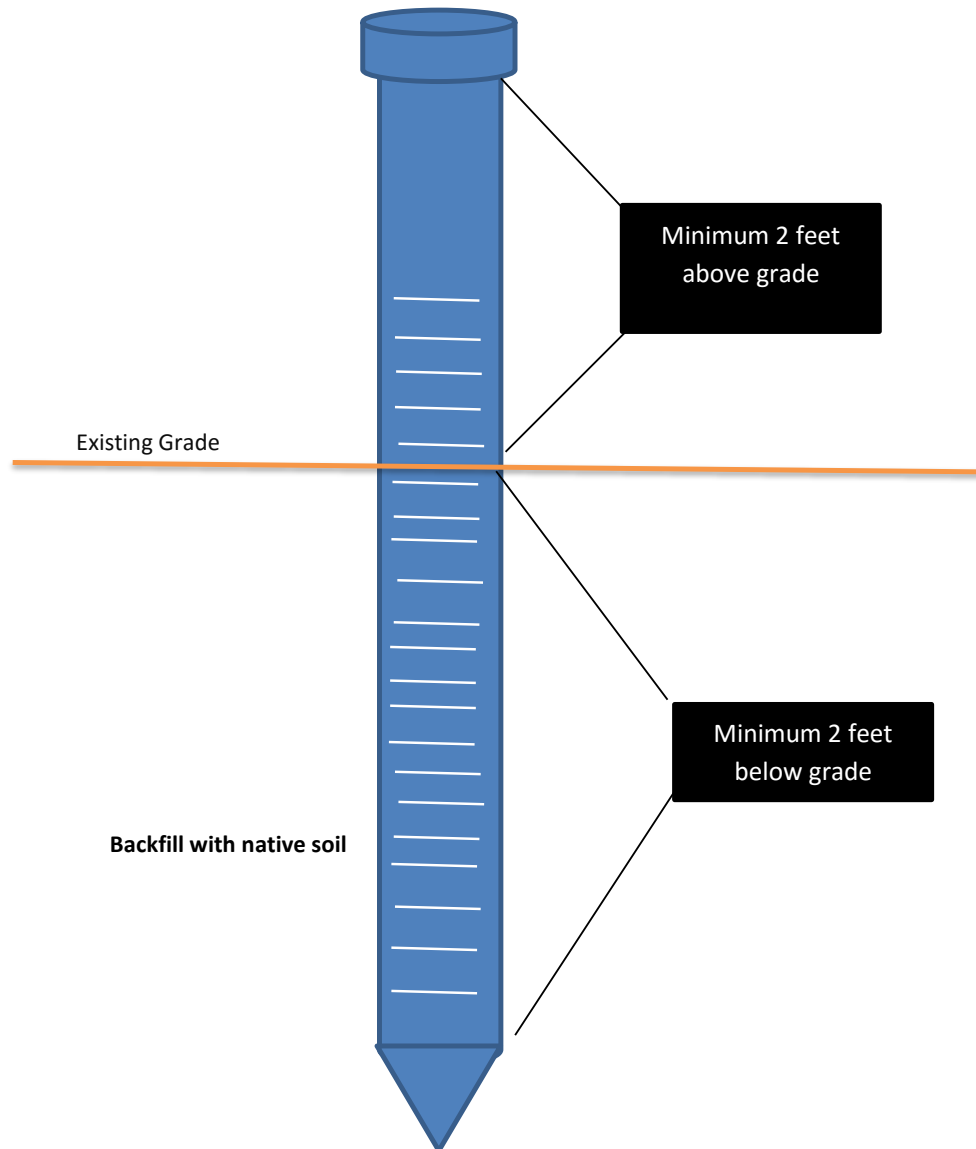
If monitoring reports or other verified information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of the wetland into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.

Please refer to Exhibit No. 3.6

Table 3: Maintenance & Monitoring Schedule

Activity	Date Completed	Submit Report to SFWMD
Baseline Monitoring	October 2017	November 15, 2017
Initial Invasive Exotic & Willow Treatment	April 2018	
Supplemental Planting	June 2018	
Time Zero Monitoring	July 2018	September 1, 2018
Maintenance Treatment	October 2018	
Maintenance Treatment	June 2019	
Maintenance Treatment	October 2019	
1 st Annual Monitoring	November 2019	December 31, 2019
Maintenance Treatment	October 2020	
2 nd Annual Monitoring	November 2020	December 31, 2020
Maintenance Treatment	October 2021	
3 rd Annual Monitoring	November 2021	December 31, 2021
Maintenance Treatment	October 2022	
4 th Annual Monitoring	November 2022	December 31, 2022
Maintenance Treatment	October 2023	
5 th Annual Monitoring	November 2023	December 31, 2023



Figure 4: Water Level Monitoring Well Specifications

Slatted PVC well casing appropriately sized for data logger.

Data logger will be secured to the monitoring well cap and positioned to 3 feet below grade.

Data logger will be programmed to record one water level reading per day.

Data will be downloaded twice a year.

The elevation at the top of the casing and at ground elevation will be surveyed in NAVD-88.

Cost Estimate for Wetland Mitigation & Maintenance**Wetland Enhancement Planting Cost Estimate**

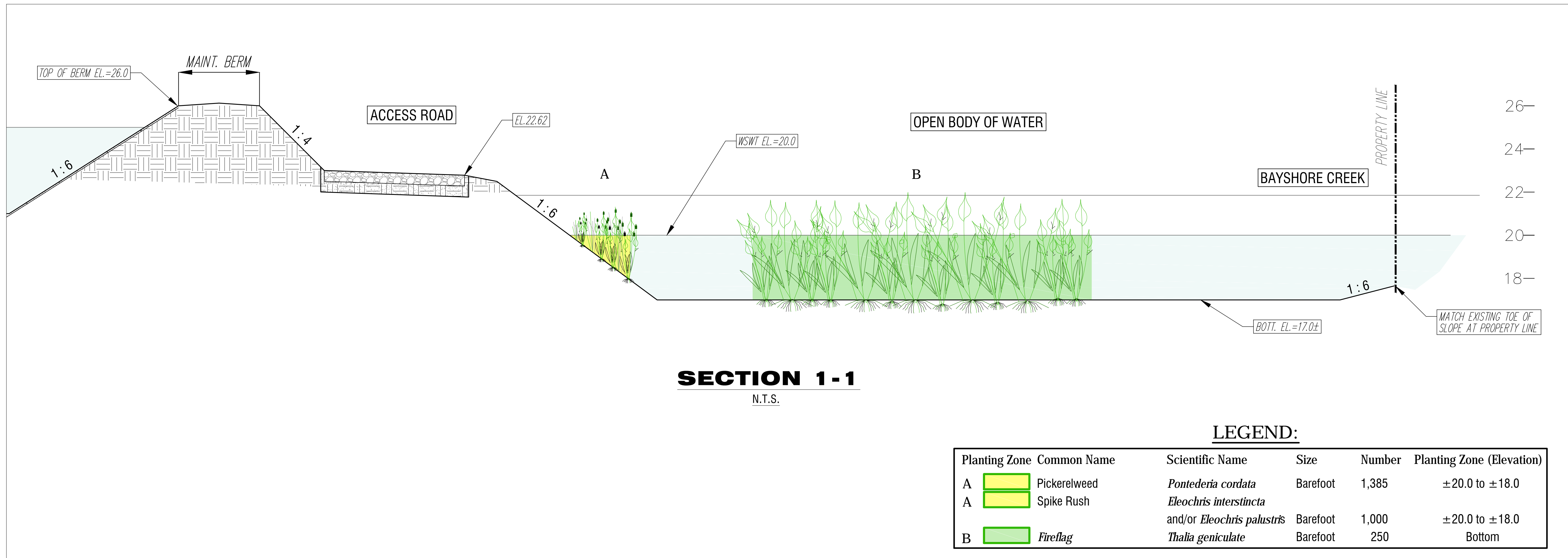
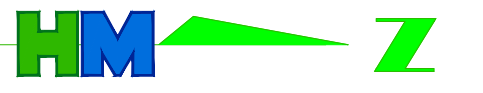
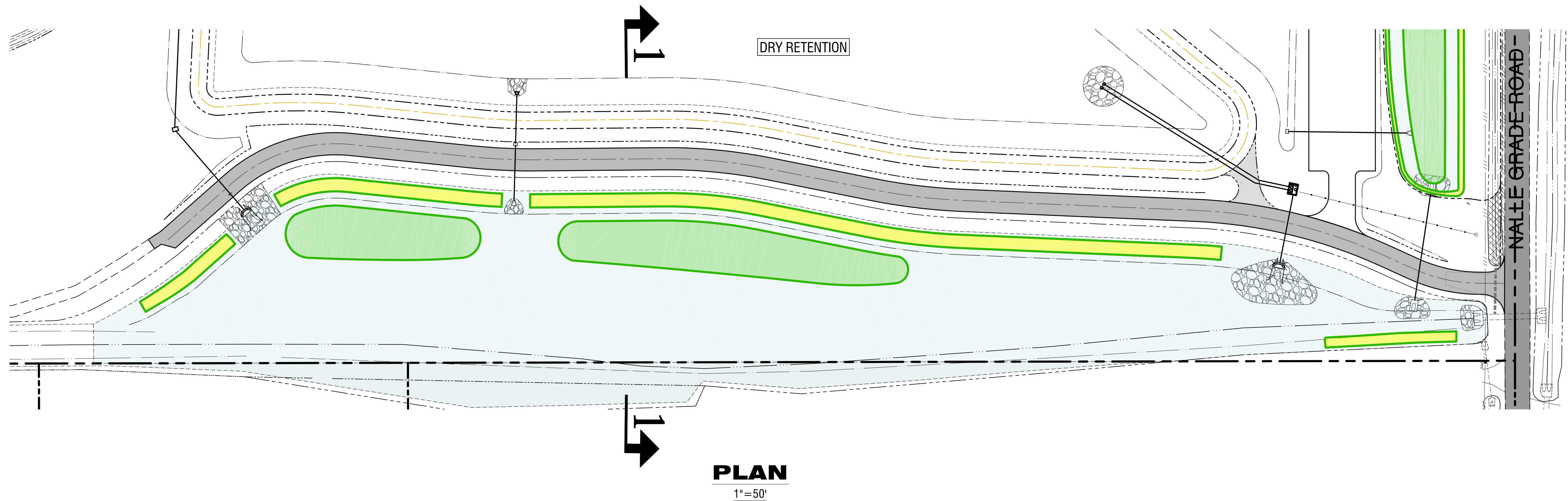
Common Name	Size	Number	Cost per Plant Installed ⁽¹⁾	Total Cost
Sand Cord Grass	Bare Root	1,400	\$1.05	\$1,470
Swamp Fern	3-gallon container	500	\$7.50	\$3,750
Sawgrass	Liner	4,200	\$1.65	\$6,930
Broadleaf Arrowhead	Bare Root	500	\$1.05	\$525
Spikerush	Bare Root	1,820	\$0.90	\$1,638
Bulltongue Arrowhead	Bare Root	1,700	\$0.90	\$1,530
Pickernelweed	Bare Root	1,700	\$0.90	\$1,530
Fragrant Water Lily	Bare Root	250	\$2.40	\$600
Spatterdock	Bare Root	300	\$2.70	\$810
Fireflag	Bare Root	330	\$1.05	\$347
			Total	\$19,130

(1) Based upon current market plant price x 3

Maintenance Cost Estimate

Maintenance Activity	Fee per Acre ⁽¹⁾	Acres	Number of Treatments	Total Cost
Removal & Treatment of Invasive Exotic Trees	\$2,500	0.47	1	\$1,175
Removal & Treatment of Coastal Plain Willow	\$2,500	13.25	1	\$33,125
Maintenance Treatment	\$250	24.36	5	\$30,400
			Total	\$64,700

(1) Based upon hand removal. Cost may vary if conditions allow for mechanical removal.



LEGEND:

Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Pickerelweed	<i>Pontederia cordata</i>	Barefoot	1,385	±20.0 to ±18.0
A	Spike Rush	<i>Eleocharis interstincta</i>	Barefoot	1,000	±20.0 to ±18.0
B	Fireflag	<i>Thalia geniculata</i>	Barefoot	250	Bottom

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NUMBER	REVISIONS	DATE
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Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

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VERTICAL SCALE	HORIZONTAL SCALE



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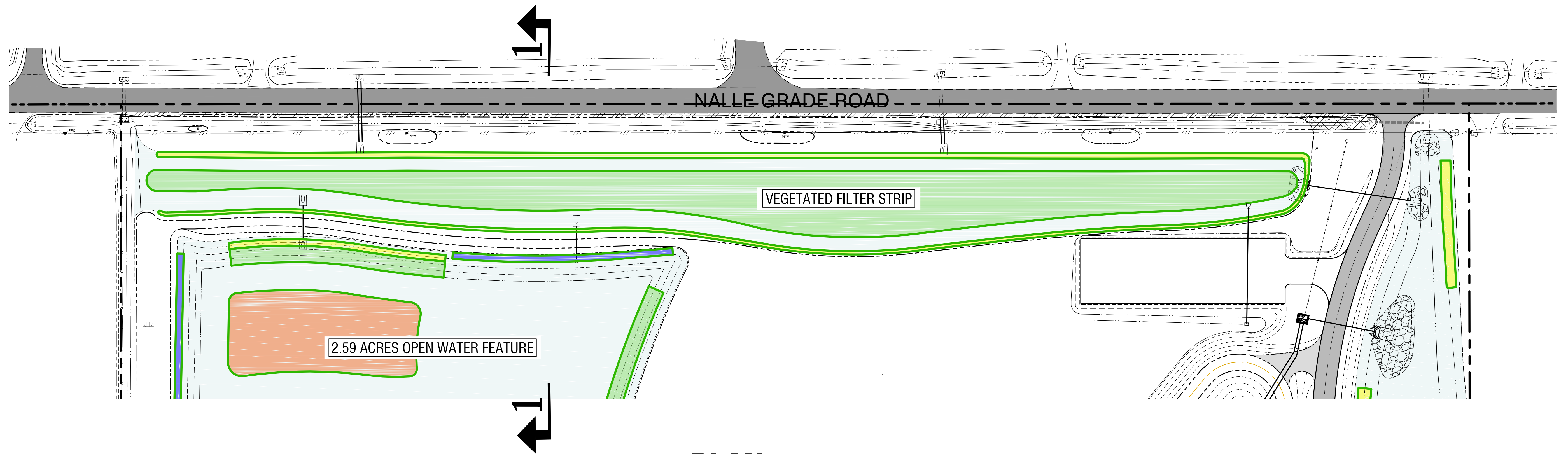


3.44 AC. OPEN BODY OF WATER
PLANTING PLAN

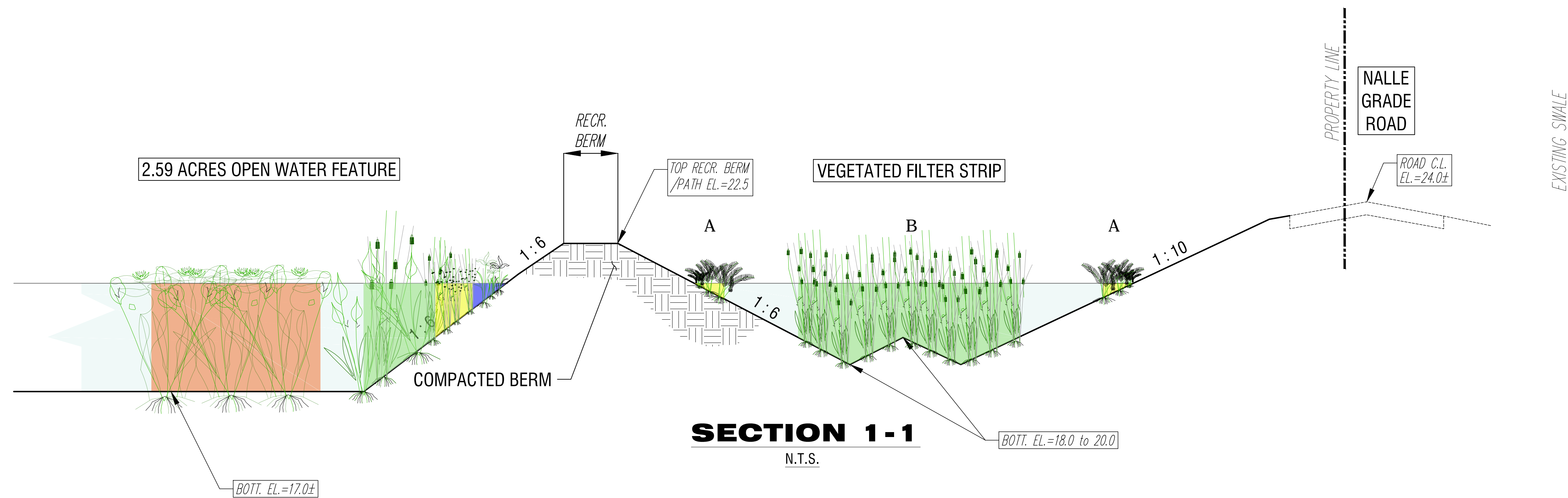
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FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 13, 2017

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13046.31.PLANT	
PROJECT NO.:	SHEET NO.:
2013046	21.1



PLAN
1"=50'



NOTE:
FOR 2.59 ACRES WATER FEATURE PLANTING SPECIFICATIONS AND LEGEND REFER TO SHEET 21.3

LEGEND:

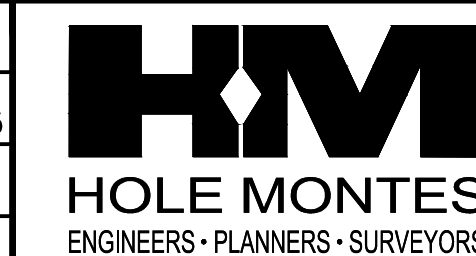
Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Giant Leather Fern	<i>Acrostichum danaeifolium</i>	1-gallon	200	North Slope: ±20.5 to ±21.0
A	Giant Leather Fern	<i>Acrostichum danaeifolium</i>	1-gallon	125	South Slope: ±20.5 to ±21.0
B	Spike Rush	<i>Eleocharis interstincta</i> and/or <i>Eleocharis palustris</i>	Barefoot	3,000	Throughout below 20.0

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NUMBER	REVISIONS	DATE
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Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
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VERTICAL SCALE	HORIZONTAL SCALE



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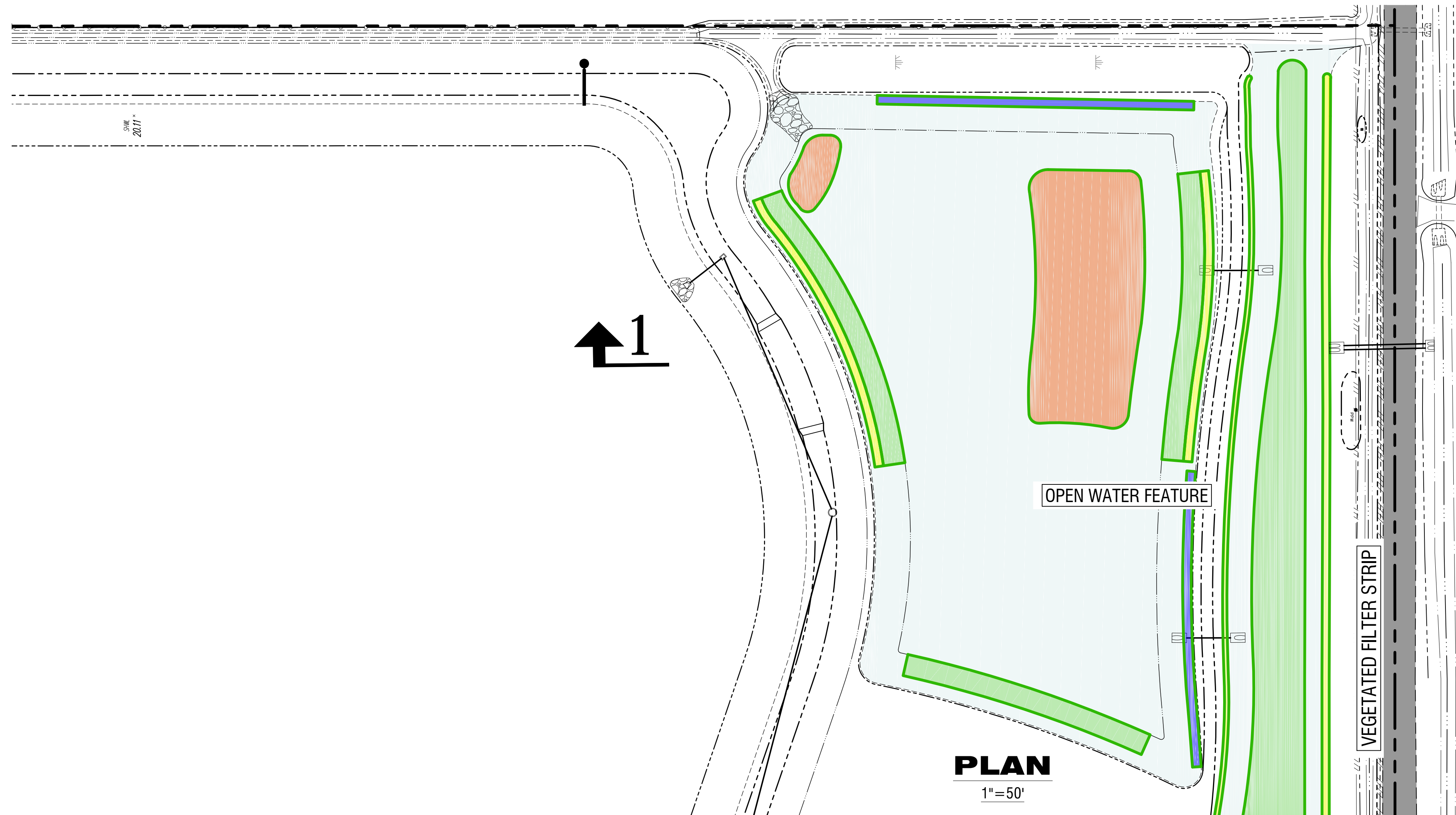
CREATED FRESHWATER MARSH / VEGETATED STRIP FILTER MARSH

PLANTING PLAN

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RICHARD E. BRYLANSKI, P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 13, 2017

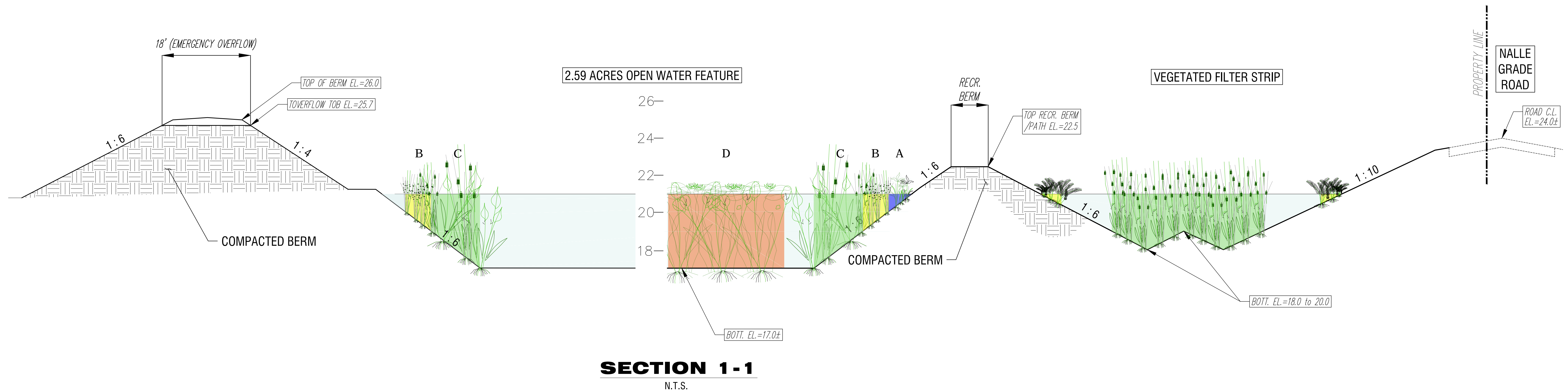
CAD FILE NAME:	DRAWING NO.:
13046.31.PLANT	
PROJECT NO.:	SHEET NO.:
2013046	21.2



NOTE:
FOR VEGETATED FILTER STRIP LEGEND AND PLANTING SPECIFICATIONS REFER TO SHEET 21.2

LEGEND:

Planting Zone	Common Name	Scientific Name	Size	Number	Planting Zone (Elevation)
A	Blue flag Iris	<i>Iris Virginica/Iris hexagona</i>	Barefoot	200	Lake edge to elevation 20.5
A	Lily	<i>Hymenocallis latifolia</i>	Barefoot	200	Lake edge to elevation 20.5
B	Soft Rush	<i>Juncus effusus</i>	Barefoot	200	±19.5 to ±20.5
C	Pickereelweed	<i>Pontederia cordata</i>	Barefoot	300	±19.5 to bottom
C	Bulltongue Arrowhead	<i>Juncus effusus</i>	Barefoot	300	±19.5 to bottom
D	Spaderdock	<i>Nuphar luteum</i>	Barefoot	250	Lake bottom



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NUMBER	REVISIONS	DATE
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Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE

HM
HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

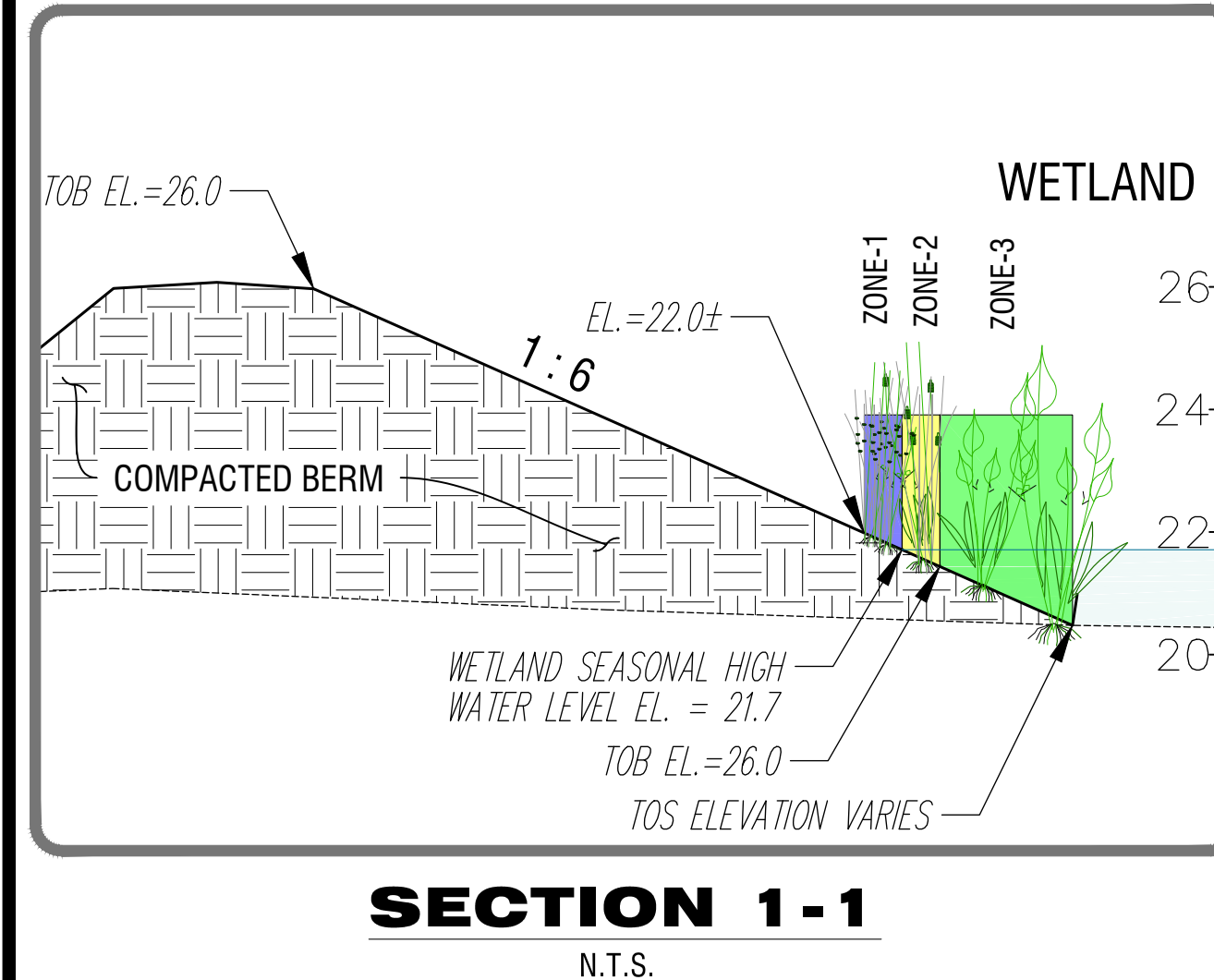
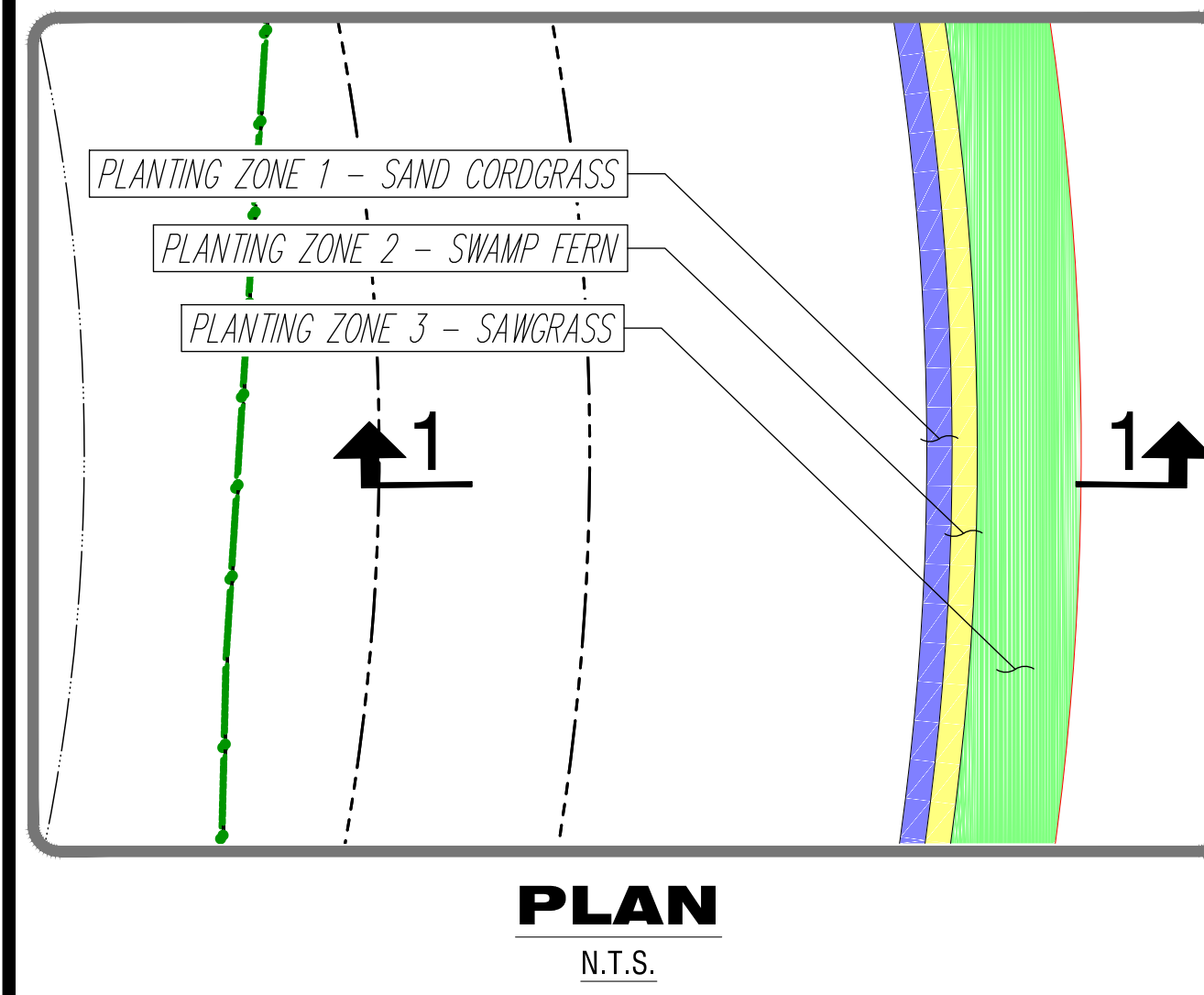
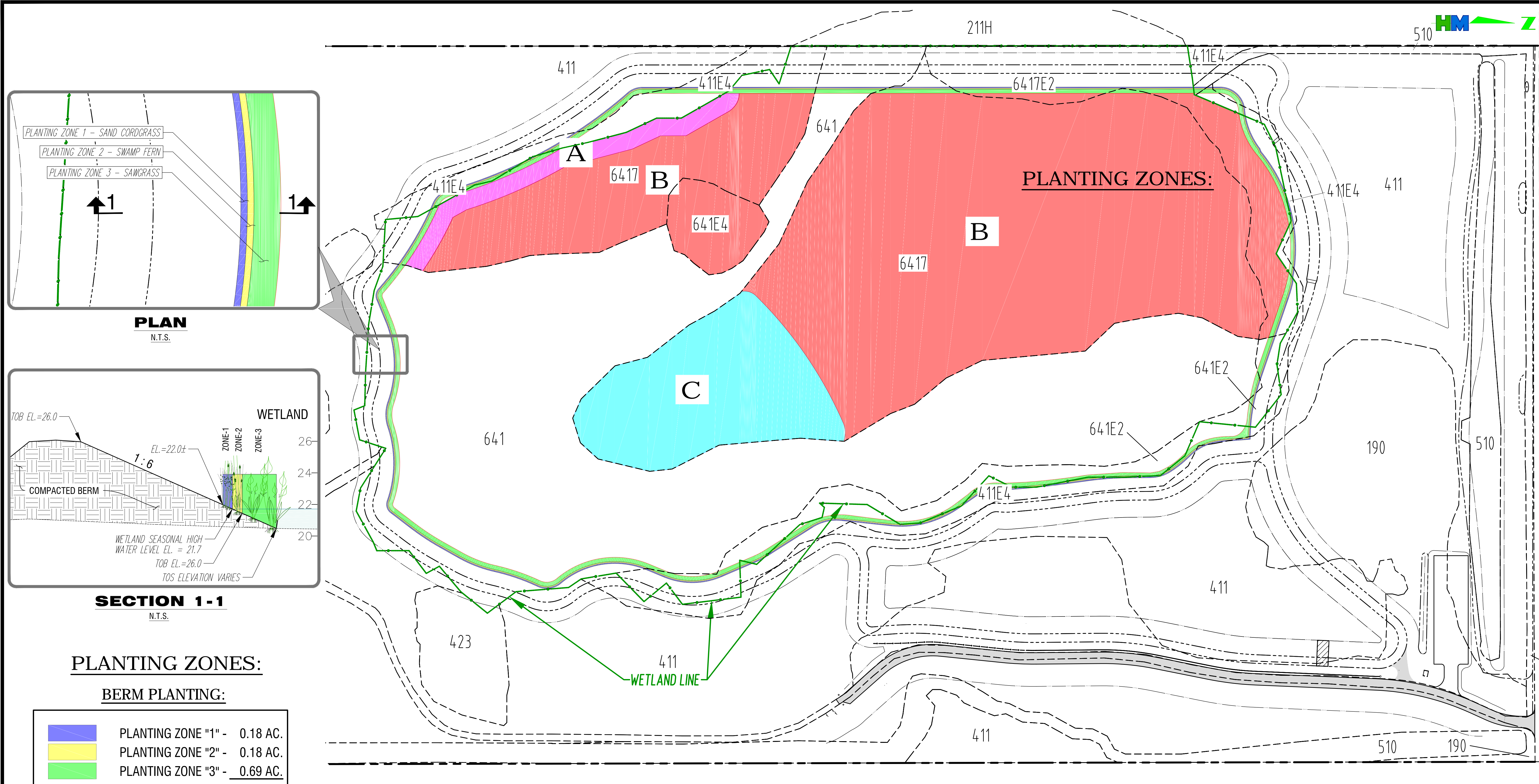
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Fort Myers, FL. 33919
Phone: (239) 985-1200
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DESIGNED BY:
EcoPlanz Inc.
EcoPlanz

2.59 AC. OPEN WATER FEATURE
PLANTING PLAN

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REGISTRATION #42339
DATE: June 13, 2017

CAD FILE NAME:	DRAWING NO.:
13046.31.PLANT	
PROJECT NO.:	SHEET NO.:
2013046	21.3



PLANTING ZONES:

BERM PLANTING:

	PLANTING ZONE "1" -	0.18 AC.
	PLANTING ZONE "2" -	0.18 AC.
	PLANTING ZONE "3" -	0.69 AC.
	TOTAL	1.05 AC.

WETLAND PLANTING:

	PLANTING ZONE "A" -	0.47 AC.
	PLANTING ZONE "B" -	11.25 AC.
	PLANTING ZONE "C" -	2.02 AC.
	TOTAL	13.74 AC.

Wetland Preserve Berm Planting Specifications

Common Name	Scientific Name	Size	Number	Plant Feet On Center	Planting Zone
Sand Cordgrass	<i>Spartina bakeri</i>	Bare Root	1,400	3	+/- 22 feet NAVD
Swamp Fern	<i>Blechnum serrulatum</i>	1-gallon	500	+/-10	21.5 to 21.7 feet NAVD
Sawgrass	<i>Cladium jamaicense</i>	Liner	4,200	3	Below 21.5 feet NAVD to TOS

Supplemental Planting Specifications

Common Name	Scientific Name	Size	Number	Planting Zone
Broadleaf Arrowhead	<i>Sagittaria latifolia</i>	Bare Root	500	A
Spikerush	<i>Eleocharis interstincta</i> and/or <i>Eleocharis palustris</i>	Bare Root	320/1,500	A/B
Bulltongue Arrowhead	<i>Sagittaria lancifolia</i>	Bare Root	1,700	B
Pickeralweed	<i>Pontederia cordata</i>	Bare Root	1,700	B/C
Fragrant Water Lily	<i>Nymphaea odorata</i>	Bare Root	250	C
Spatterdock	<i>Nuphar luteum</i>	Bare Root	300	C
Fireflag	<i>Thalia geniculata</i>	Bare Root	330	C

LEGEND:

---	PROPERTY LINE
---	TOP OF BANK
---	TOE OF SLOPE
---	FLUCCS LINE
---	WETLAND LINE

NUMBER	REVISIONS	DATE
1		
2		
3		
4		

Nalle Grade Park Hydrologic Restoration
LEE COUNTY, FLORIDA

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
VERTICAL SCALE	HORIZONTAL SCALE



6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772



WETLAND RESTORATION
PLANTING ZONES PLAN

THESE DRAWINGS ARE NOT APPROVED
UNLESS SIGNED & SEALED BELOW:
RICHARD E. BRYLANSKI P.E.
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION #42339
DATE: June 13, 2017

CAD FILE NAME:	DRAWING NO.:
13046.31.PLANT	
PROJECT NO.:	SHEET NO.:
2013046	21.4

DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

Prepared by:

Hole Montes, Inc.
6200 Whiskey Creek Drive
Fort Myers, FL 33919

Return original or certified recorded document to:

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by Lee County Board of County Commissioners ("Grantor") whose mailing address is _____

_____ to South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Lee County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. appl #170517-9 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in Lee County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Lee County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, South Florida Water Management District, and local permitting requirements.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ (“Grantor”) has hereunto set its authorized hand this _____ day of _____, 20____.

_____,
☐ A Florida corporation or ☐ _____ (choose one)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____
_____ ☐ (corporation), a Florida corporation, or ☐ _____
_____ (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

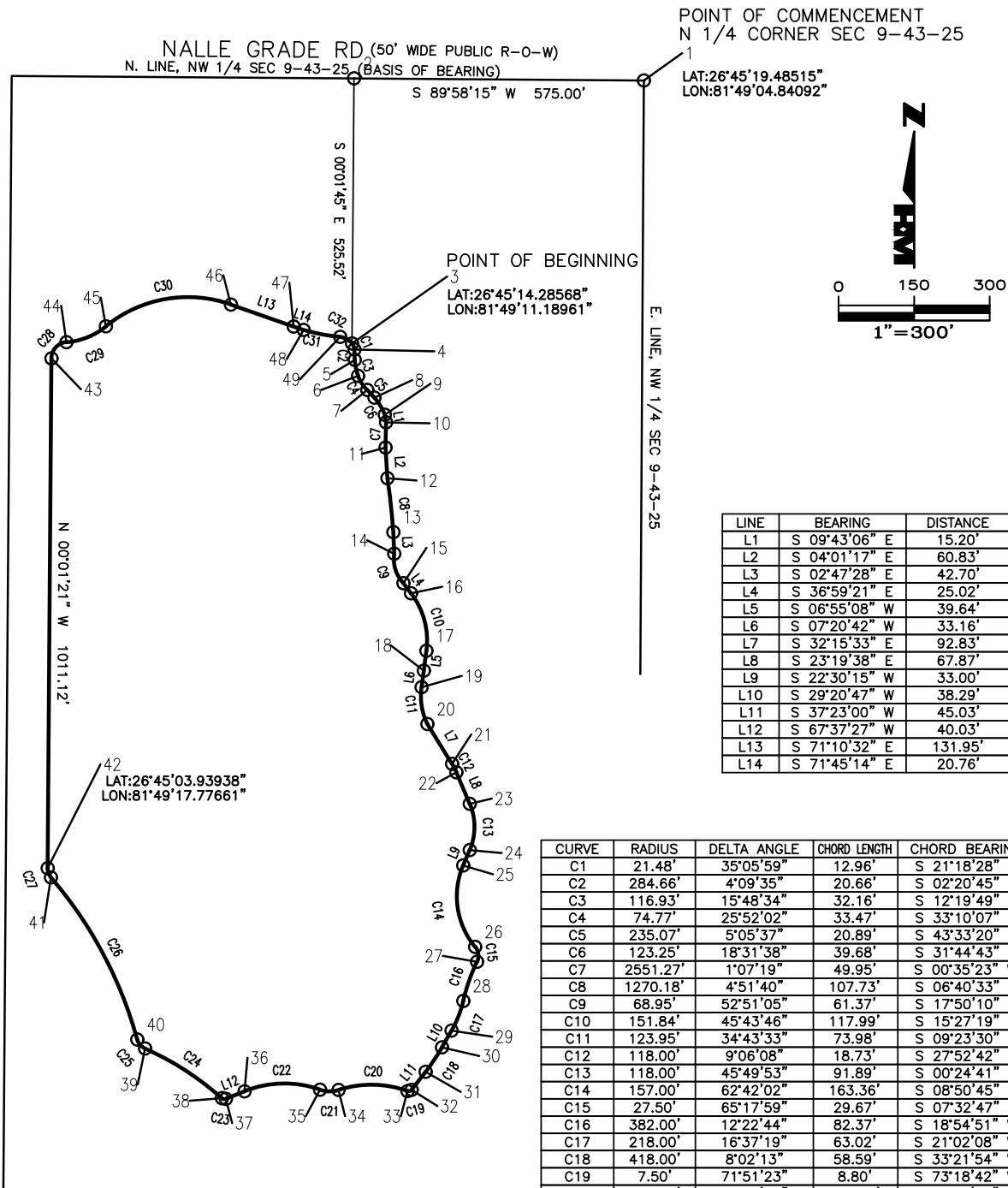
EXHIBIT A

LOCATION MAP



EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



DRAWN BY: BEN
SHEET # 1
DATE: 1-17
OF SHEET 3
SEC-TWN-RGE: 9-43-25

H M
HOLE MONTES
ENGINEERS PLANNERS SURVEYORS

6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

SKETCH AND LEGAL DESCRIPTION
NALLE GRADE

DRAWING NO. H-261-1
PROJECT NO. 13.046
FILE NAME posive use SP East.dwg

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°58'15"W, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 FOR A DISTANCE OF 575.00 FEET; THENCE RUN S00°01'45"E, FOR A DISTANCE OF 525.52 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED THE SAME BEING THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 21.48 FEET, AT A BEARING OF S51°08'32"W THEREFROM, THROUGH A CENTRAL ANGLE OF 35°05'59" AND BEING SUBTENDED BY A CHORD OF 12.96 FEET AT A BEARING OF S21°18'28"E, FOR AN ARC LENGTH OF 13.16 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 284.66 FEET, AT A BEARING OF N89°44'03"E THEREFROM, THROUGH A CENTRAL ANGLE OF 04°09'35" AND BEING SUBTENDED BY A CHORD OF 20.66 FEET AT A BEARING OF S02°20'45"E, FOR AN ARC LENGTH OF 20.67 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 116.93 FEET, THROUGH A CENTRAL ANGLE OF 15°48'34" AND BEING SUBTENDED BY A CHORD OF 32.16 FEET AT A BEARING OF S12°19'49"E, FOR AN ARC LENGTH OF 32.27 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 74.77 FEET, THROUGH A CENTRAL ANGLE OF 25°52'02" AND BEING SUBTENDED BY A CHORD OF 33.47 FEET AT A BEARING OF S33°10'07"E, FOR AN ARC LENGTH OF 33.76 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 235.07 FEET, THROUGH A CENTRAL ANGLE OF 05°05'37" AND BEING SUBTENDED BY A CHORD OF 20.89 FEET AT A BEARING OF S43°33'20"E, FOR AN ARC LENGTH OF 20.90 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 123.25 FEET, THROUGH A CENTRAL ANGLE OF 18°31'38" AND BEING SUBTENDED BY A CHORD OF 39.68 FEET AT A BEARING OF S31°44'43"E, FOR AN ARC LENGTH OF 39.86 FEET; THENCE RUN S09°43'06"E FOR A DISTANCE OF 15.20 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2551.27 FEET, AT A BEARING OF S88°50'58"E THEREFROM, THROUGH A CENTRAL ANGLE OF 01°07'19" AND BEING SUBTENDED BY A CHORD OF 49.95 FEET AT A BEARING OF S00°35'23"W, FOR AN ARC LENGTH OF 49.95 FEET; THENCE RUN S04°01'17"E FOR A DISTANCE OF 60.83 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1270.18 FEET, AT A BEARING OF S80°53'37"W THEREFROM, THROUGH A CENTRAL ANGLE OF 04°51'40" AND BEING SUBTENDED BY A CHORD OF 107.73 FEET AT A BEARING OF S06°40'33"E, FOR AN ARC LENGTH OF 107.76 FEET; THENCE RUN S02°47'28"E FOR A DISTANCE OF 42.70 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 68.95 FEET, AT A BEARING OF S81°24'37"E THEREFROM, THROUGH A CENTRAL ANGLE OF 52°51'05" AND BEING SUBTENDED BY A CHORD OF 61.37 FEET AT A BEARING OF S17°50'10"E, FOR AN ARC LENGTH OF 63.60 FEET; THENCE RUN S36°59'21"E FOR A DISTANCE OF 25.02 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 151.84 FEET, AT A BEARING OF S51°40'48"W THEREFROM, THROUGH A CENTRAL ANGLE OF 45°43'46" AND BEING SUBTENDED BY A CHORD OF 117.99 FEET AT A BEARING OF S15°27'19"E, FOR AN ARC LENGTH OF 121.18 FEET; THENCE RUN S06°55'08"W FOR A DISTANCE OF 39.64 FEET; THENCE RUN S07°20'42"W FOR A DISTANCE OF 33.16 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 123.95 FEET, AT A BEARING OF S82°01'43"E THEREFROM, THROUGH A CENTRAL ANGLE OF 34°43'33" AND BEING SUBTENDED BY A CHORD OF 73.98 FEET AT A BEARING OF S09°23'30"E, FOR AN ARC LENGTH OF 75.12 FEET; THENCE RUN S32°15'33"E FOR A DISTANCE OF 92.83 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 118.00 FEET, AT A BEARING OF S57°34'14"W THEREFROM, THROUGH A CENTRAL ANGLE OF 09°06'08" AND BEING SUBTENDED BY A CHORD OF 18.73 FEET AT A BEARING OF S27°52'42"E, FOR AN ARC LENGTH OF 18.75 FEET; THENCE RUN S23°19'38"E FOR A DISTANCE OF 67.87 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 118.00 FEET, THROUGH A CENTRAL ANGLE OF 45°49'53" AND BEING SUBTENDED BY A CHORD OF 91.89 FEET AT A BEARING OF S00°24'41"E, FOR AN ARC LENGTH OF 94.39 FEET; THENCE RUN S22°30'15"W FOR A DISTANCE OF 33.00 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 157.00 FEET, THROUGH A CENTRAL ANGLE OF 62°42'02" AND BEING SUBTENDED BY A CHORD OF 163.36 FEET AT A BEARING OF S08°50'45"E, FOR AN ARC LENGTH OF 171.81 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 27.50 FEET, THROUGH A CENTRAL ANGLE OF 65°17'59" AND BEING SUBTENDED BY A CHORD OF 29.67 FEET AT A BEARING OF S07°32'47"E, FOR AN ARC LENGTH OF 31.34 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 382.00 FEET, THROUGH A CENTRAL ANGLE OF 12°22'44" AND BEING SUBTENDED BY A CHORD OF 82.37 FEET AT A BEARING OF S18°54'51"W, FOR AN ARC LENGTH OF 82.53 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 218.00 FEET, THROUGH A CENTRAL ANGLE OF 16°37'19" AND BEING SUBTENDED BY A CHORD OF 63.02 FEET AT A BEARING OF S21°02'08"W, FOR AN ARC LENGTH OF 63.24 FEET; THENCE RUN S29°20'47"W FOR A DISTANCE OF 38.29 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 418.00 FEET, THROUGH A CENTRAL ANGLE OF 08°02'13" AND BEING SUBTENDED BY A CHORD OF 58.59 FEET AT A BEARING OF S33°21'54"W, FOR AN ARC LENGTH OF 58.63 FEET; THENCE RUN S37°23'00"W FOR A DISTANCE OF 45.03 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7.50 FEET, THROUGH A CENTRAL ANGLE OF 71°51'23" AND BEING SUBTENDED BY A CHORD OF 8.80 FEET AT A BEARING OF S73°18'42"W, FOR AN ARC LENGTH OF 9.41 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 37°35'52" AND BEING SUBTENDED BY A CHORD OF 136.63 FEET AT A BEARING OF N89°33'32"W, FOR AN ARC LENGTH OF 139.12 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 57.50 FEET, THROUGH A CENTRAL ANGLE OF 37°19'51" AND BEING SUBTENDED BY A CHORD OF 36.80 FEET AT A BEARING OF N89°41'32"W, FOR AN ARC LENGTH OF 37.46 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 41°20'56" AND BEING SUBTENDED BY A CHORD OF 149.70 FEET AT A BEARING OF S88°17'55"W, FOR AN ARC LENGTH OF 152.99 FEET; THENCE RUN S67°37'27"W FOR A DISTANCE OF 40.03 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7.50 FEET, THROUGH A CENTRAL ANGLE OF 63°46'08" AND BEING SUBTENDED BY A CHORD OF 7.92 FEET AT A BEARING OF N80°29'29"W, FOR AN ARC LENGTH OF 8.35 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 582.00 FEET, THROUGH A CENTRAL ANGLE OF 17°56'05" AND BEING SUBTENDED BY A CHORD OF 181.43 FEET AT A BEARING OF N57°34'27"W, FOR AN ARC LENGTH OF 182.18 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 27.50 FEET, THROUGH A CENTRAL ANGLE OF 50°42'00" AND BEING SUBTENDED BY A CHORD OF 23.55 FEET AT A BEARING OF N41°11'30"W, FOR AN ARC LENGTH OF 24.33 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 832.00 FEET, THROUGH A CENTRAL ANGLE OF 25°17'15" AND BEING SUBTENDED BY A CHORD OF 364.23 FEET AT A BEARING OF N28°29'08"W, FOR AN ARC LENGTH OF 367.20 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 27.50 FEET, THROUGH A CENTRAL ANGLE OF 41°06'24" AND BEING SUBTENDED BY A CHORD OF 19.31 FEET AT A BEARING OF N20°34'33"W, FOR AN ARC LENGTH OF 19.73 FEET; THENCE RUN N00°01'21"W FOR A DISTANCE OF 1011.12 FEET, TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 32.50 FEET, THROUGH A CENTRAL ANGLE OF 84°53'01" AND BEING SUBTENDED BY A CHORD OF 43.86 FEET AT A BEARING OF N42°25'09"E, FOR AN ARC LENGTH OF 48.15 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 142.50 FEET, THROUGH A CENTRAL ANGLE OF 34°25'11" AND BEING SUBTENDED BY A CHORD OF 84.32 FEET AT A BEARING OF N67°39'05"E, FOR AN ARC LENGTH OF 85.60 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 257.50 FEET, THROUGH A CENTRAL ANGLE OF 58°29'34" AND BEING SUBTENDED BY A CHORD OF 251.61 FEET AT A BEARING OF N79°41'16"E, FOR AN ARC LENGTH OF 262.88 FEET; THENCE RUN S71°10'32"E FOR A DISTANCE OF 131.95 FEET; THENCE RUN S71°45'14"E FOR A DISTANCE OF 20.76 FEET, TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 405.90 FEET, AT A BEARING OF N15°37'09"E THEREFROM, THROUGH A CENTRAL ANGLE OF 10°25'03" AND BEING SUBTENDED BY A CHORD OF 73.70 FEET AT A BEARING OF S79°35'23"E, FOR AN ARC LENGTH OF 73.80 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 36.15 FEET, AT A BEARING OF S06°10'58"W THEREFROM, THROUGH A CENTRAL ANGLE OF 43°48'24" AND BEING SUBTENDED BY A CHORD OF 26.97 FEET AT A BEARING OF S61°54'50"E, FOR AN ARC LENGTH OF 27.64 FEET. TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. CONTAINING 24.7 ACRES, MORE OR LESS.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY

THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

DRAWN BY:	DATE:
BEN	1-17
SHEET #	OF SHEET
2	3
SEC-TWN-RGE:	
9-43-25	



6200 Whiskey Creek Dr.
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No. 1772

SKETCH AND LEGAL DESCRIPTION

NALLE GRADE

DRAWING NO.
H-261-1
PROJECT NO.
13.046
FILE NAME
posive use SP East.dwg

#, LATITUDE, LONGITUDE

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DRAWN BY: BEN	DATE: 1-17	 HOLE MONTES ENGINEERS PLANNERS SURVEYORS	6200 Whiskey Creek Dr. Ft. Myers, FL. 33919 Phone: (239) 985-1200 Florida Certificate of Authorization No.1772	SKETCH AND LEGAL DESCRIPTION NALLE GRADE	DRAWING NO. H-261-1
SHEET # 3	OF SHEET 3				PROJECT NO. 13.046
SEC-TWN-RGE: 9-43-25					FILE NAME passive use SP East.dwg

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

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Reset Form

Save & Print

South Florida Water Management District
Work Schedule Requirements

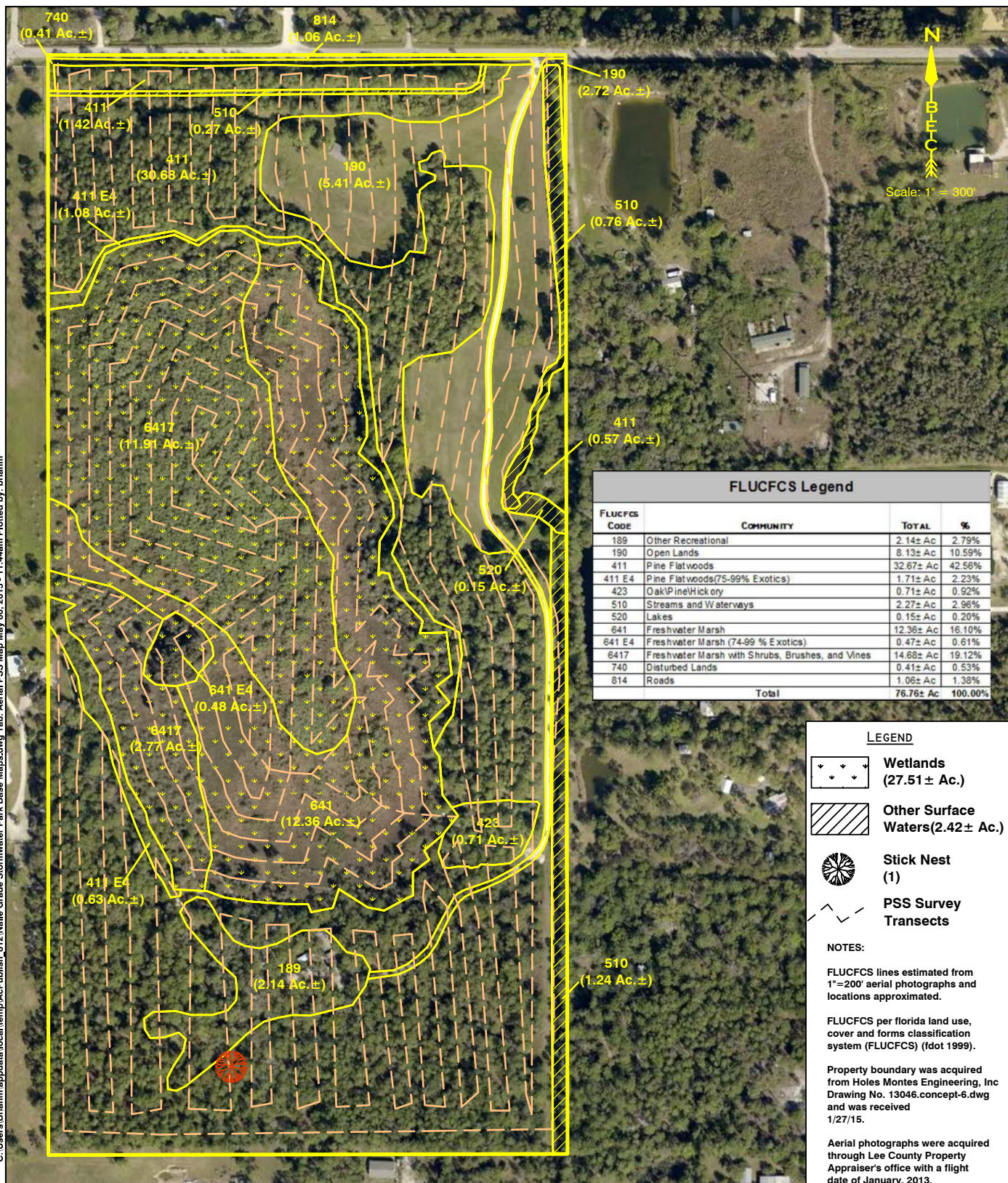
Application No : 170517-9

Page 1 of 1

Mitigation Plan ID: NALLE GRADE PARK

Activity	Due Date
SUBMIT RECORDED CONSERVATION EASEMENT	15-SEP-17
SUBMIT BASELINE MONITORING REPORT	15-NOV-17
EXOTIC VEGETATION REMOVAL & WILLOW TREATMENT	15-APR-18
SUBMIT TIME ZERO MONITORING REPORT	15-SEP-18
SUBMIT FIRST MONITORING REPORT	31-DEC-19
SUBMIT SECOND MONITORING REPORT	31-DEC-20
SUBMIT THIRD MONITORING REPORT	31-DEC-21
SUBMIT FOURTH MONITORING REPORT	31-DEC-22
SUBMIT FIFTH MONITORING REPORT	31-DEC-23

C:\Users\Briann\appdata\local\temp\AcPublish_612\Nalle Grade Stormwater Park Base Maps.dwg Tab: Aerial PSS Map May 06, 2015 - 11:44am Plotted by: briann



FLUCFCS Legend			
FLUCFCS CODE	COMMUNITY	TOTAL	%
189	Other Recreational	2.14± Ac	2.79%
190	Open Lands	8.13± Ac	10.59%
411	Pine Flatwoods	32.67± Ac	42.58%
411 E4	Pine Flatwoods(75-99% Exotics)	1.71± Ac	2.23%
423	Oak/Pine/Hickory	0.71± Ac	0.92%
510	Streams and Waterways	2.27± Ac	2.96%
520	Lakes	0.15± Ac	0.20%
641	Freshwater Marsh	12.36± Ac	16.10%
641 E4	Freshwater Marsh (74-99 % Exotics)	0.47± Ac	0.61%
6417	Freshwater Marsh with Shrubs, Brushes, and Vines	14.68± Ac	19.12%
740	Disturbed Lands	0.41± Ac	0.53%
814	Roads	1.06± Ac	1.38%
Total		76.76± Ac	100.00%

LEGEND

Wetlands
(27.51± Ac.)

Other Surface Waters(2.42± Ac.)

Stick Nest
(1)

PSS Survey Transects

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per florida land use, cover and forms classification system (FLUCFCS) (dot 1999).

Property boundary was acquired from Holes Montes Engineering, Inc Drawing No. 13046.concept-6.dwg and was received 1/27/15.

Aerial photographs were acquired through Lee County Property Appraiser's office with a flight date of January, 2013.

Boylan Environmental Consultants, Inc.
Wetland & Wildlife Surveys, Environmental Permitting, Impact Assessments
11000 Metro Parkway, Suite 4, Ft. Myers, FL 33966 (239) 418-0671

Drawn By:	Date:	Category
B.K.M.	1/27/15	PSS
Job Number	Scale:	
2013-32	1" = 300'	
S/T/R	County	
9/43S/25E	Lee	

Nalle Grade Stormwater Park

Aerial PSS Map

Page

Exhibit



Category	Created by:	Date:
Cavity Trees	BKM	3/19/15
Agency	Project Number	County
--	2013-32	Lee
Application/Permit Number	SEC/TWP/RNG	
--	9/43S/25E	

Nalle Grade Stormwater Park

Cavity Tree Location Map

11000 Metro Pkwy
Suite 4
Fort Myers, FL 33966
Phone: (239)418-0671
Fax: (239)418-0672
www.boylanenv.com



Wildlife Management Plan for Nalle Grade Park

The listed species survey conducted by Boylan Environmental did not locate any listed species, but did note three cavity trees within the project area. EcoPlanz field located the three cavity trees noted by Boylan Environmental. The cavities are located within pine snags. Two of the snags have fallen since the Boylan field survey. The one remaining snag has crevices which may allow bat roosting or nesting.

The following steps will be taken to insure the protection of any listed species which may be present:

- **Florida Bonneted Bat** – The pine snag within the project area will be scoped with an inspection camera no more than 90 days before the commencement of construction to verify the presence or absence of roosting or nesting Florida bonneted bats. The results will be provided to USFWS staff. If Florida bonneted bats are present, then coordination with USFWS regarding timing of construction and whether mitigation is required will take place.
- **Eastern Indigo Snake** – The USFWS guidelines will be implemented including the posting of an eastern indigo snake identification and action sign and the distribution of informational brochures to construction staff with contact information if an eastern indigo snake is spotted within the construction area (Appendix A).
- **Red Cockaded Woodpecker** – RCW cavity trees were not located onsite. No further action is required.
- **Big Cypress Fox Squirrel** – Nest structures were not located onsite. A survey for active nests will be conducted prior to the commencement of construction. If any active Big Cypress fox squirrel nests are located, then construction will not occur within 1,500 feet of the nest until the nesting is complete.
- **Florida Sandhill Crane** – Nests were not located within the freshwater marsh. Construction will occur during the dry season, therefore, there will not be any conflict with potential nesting Florida sandhill cranes. Additionally, the installation of the water control structure to regulate the discharge from the marsh and the treatment of surface water before entering the marsh will improve the nesting habitat for Florida sandhill cranes.
- **Florida Black Bear** – There will be Florida black bear habitat preserved onsite for both foraging and resting.
- **Audubon's Crested Caracara** – The project does not contain crested caracara nesting habitat. No further action is required.

Appendix A

Eastern Indigo Snake Sign & Informational Brochures



ATTENTION: THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, and the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, and the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336

Panama City Field Office – (850) 769-0552

South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION:	The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.
SIMILAR SNAKES:	The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.
LIFE HISTORY:	The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.
PROTECTION:	The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

August 12, 2013

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August 12, 2013

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SNAKES MAY BE PRESENT ON
THIS SITE!!!**



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

**IF YOU SEE A LIVE EASTERN
INDIGO SNAKE ON THE SITE:**

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STAFF REPORT DISTRIBUTION LIST

NALLE GRADE PARK HYDROLOGIC RESTORATION

Application No: 170517-9

Permit No: 36-08841-P

INTERNAL DISTRIBUTION

- X Angelica S. Hoffert, P.E.
- X Jewelene S. Harris
- X Laura Layman
- X Brian Rose, P.E.
- X A. Waterhouse, P.E.

EXTERNAL DISTRIBUTION

- X Permittee - Lee County Board Of County Commissioners
- X Agent - Hole Montes Inc
- X Engr Consultant - Hole Montes Inc
- X Env Consultant - Eco Planz

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 4 - Chris Becker, FDEP

OTHER INTERESTED PARTIES

- X Audubon of Florida - Charles Lee