City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL MEETING AGENDA

February 15, 2023
9:00 a.m.

If you plan to address the City Council, please complete a "Public Comment Card" located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk who sits to the left of the podium prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG. **Any written public comment must be received by 4:00 p.m. on February 14, 2023.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact Lisa Roberson by calling (239) 949-6262 at least 48 hours prior to the meeting.

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1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Mayor's Welcome
7. Public Comment on Agenda Items
8. Proclamations and Presentations:
    A. Presentation and update from Stantec on the City's Wayfinding Signage and Gateway Feature Master Plan (Green sheet No. 23-02-025)
9. Consent Agenda:
    A. Approval of the January 18, 2023 Draft City Council Meeting Minutes
    B. Approval of the February 1, 2023 Draft City Council Meeting Minutes

C. Approve septic tank replacement and groundwater protection agreement with Bonita Springs Utilities for Sun Village and Lakes of San Souci neighborhoods (Green Sheet No. 23-02-021)

D. Approve two grant agreements with the Florida Department of Enviornmental Protection for the Sun Village and Lake of San Souci neighborhoods septic replacement project (Green Sheet No. 23-02-022)

E. Authorize staff to execute a contract with TK Elevator Corporation to modernize the City Hall elevator for $190,000.00 (Green Sheet No. 23-02-023)

F. Approve Florida Department of Environmental Protection Grant Agreement Amendment #1 for the Pine Lake Preserve Project. (Green Sheet No. 23-02-029)

- Opportunity for City Council Comments on Consent Agenda

10. Mayor and Council Member Items:

11. City Attorney's Items:

12. City Manager's Items:

A. Authorize staff to execute a contract with EnviroStruct for improvements to the City Hall parking lot and consider the addition of a pocket park in front of City Hall. (Green Sheet 23-02-024)

B. Discussion regarding potential Land Development Code (LDC) amendments that would allow the construction of conventional single family homes with the same development standards as a mobile home within mobile home zoning districts. (Green Sheet No. 23-02-026)

C. Discussion regarding potential Land Development Code (LDC) amendments to the Downtown District signage regulations and direction to staff. (Green Sheet No. 23-02-027)

D. Discussion regarding potential Land Development Code (LDC) amendments to the Bonita Beach Road Corridor Overlay District. (Green Sheet 23-02-028)

E. Update regarding Hurricane Ian recovery

i. Discussion regarding FEMA's Community Disaster Loan (CDL) program and direction to staff. (Green Sheet No. 23-02-030)

13. Mayor and Council Member Reports

14. Public Comment

15. Adjournment

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-025
February 15, 2023

REQUESTED MOTION: Presentation and update from Stantec on the City's Wayfinding Signage and Gateway Feature Master Plan

REQUESTOR: Arleen M. Hunter, City Manager; Carly Sanseverino, Staff Attorney

AGENDA: Presentations

STRATEGIC PRIORITY: #2 Transportation, #3 Community Aesthetics

BACKGROUND:

On February 2, 2022, Council approved a Professional Services Agreement with Stantec Consulting Inc. to design a Wayfinding Signage and Gateway Feature Master Plan for the City. Similar to the City's Bicycle and Pedestrian Master Plan, this master plan will create a road map for future capital improvement project recommendations.

Stantec has reviewed the City's branding, messaging, and current signage framework and has conducted reconnaissance field work throughout the City to map the current signage inventory, needs, applicable jurisdictions, and potential feature locations. The reconnaissance was gathered from field observations, Council briefings, and a public workshop.

At this stage of the project, Stantec will be presenting their findings as well as multiple signage "families" for Council's consideration. A signage "family" is a hierarchy of signage, to include gateways and monument directories, pedestrian and vehicular wayfinding signage, public facilities markers, etc.

Additionally, per Council's previous direction, Stantec will also present a beautification concept for the intersection of Bonita Beach Road and Imperial Parkway for Council's consideration.

STAFF RECOMMENDATION: Receive presentation

ATTACHMENTS: None.

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING MINUTES

January 18, 2023
9:00 a.m.

1. Call to Order

   Mayor Rick Steinmeyer called the meeting to order at 5:30 p.m.

2. Invocation

   Mayor Steinmeyer furnished the invocation.

3. Pledge of Allegiance

   Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

   The Mayor and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

   Ben Hershenson commented in support of the Rail Trail project.

   Former Council Member Amy Quaremba congratulated the newly-elected Council Members and commended City Employees Nicole Perino and Charles Tomlinson on their service awards. She also commented on the Tree of the Season, FDOT's request to use the Rec Center for a public workshop, and the Rail Trail project.

   Deb Orton, Co-founder and President of Friends of BERT (Bonita Estero Rail Trail) commented in support of the Rail Trail project.

   Steve Gunther also commented in support of the Rail Trail project.

   Rob Orton also commented in support of the Rail Trail project.

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Emily Porter addressed the E.A.R. public survey and the findings that support the development of the Rail Trail project.

Bruce Ackerman presented Council with a draft resolution for consideration that supports the Rail Trail project but excludes its path bisecting the Vines community.

Diana Ackerman commented in support of the Rail Trail project but opposed to it bisecting the Vines community.

Tom Rubbelke also spoke against the Rail Trail bisecting the Vines community.

8. Proclamations and Presentations:

A. Presentation of 15 Years of Service Awards to City Employees Nicole Perino and Chuck Tomlinson

Mayor Steinmeyer and City Manager Hunter presented City employees Nicole Perino and Charles Tomlinson with their 15 years of Service Award and thanked them for their service to the citizens of the City of Bonita Springs.

B. Presentation of the Tree of the Season Award by the Tree Advisory Board (Green Sheet No. 23-01-008)

Jack Brown, Chairman of the Tree Advisory Board, presented the Tree of the Season Award to Grace Lennon representing the Pelican Landing Community Association.

C. Presentation by the Lee County Metropolitan Planning Organization (MPO) on the Bonita Estero Rail Trail Feasibility Study (Green Sheet No. 23-01-006)

Don Scott, Director of the Lee County MPO, was in attendance to present the Rail Trail Feasibility Study to the City Council and receive feedback before the study is presented to the MPO Board in March. He furnished a PowerPoint presentation illustrating the three options for the project's design.

Council discussion was held. Council Member Jesse Purdon suggested that the Lee County Sheriff's Office be involved in the process to address security.

9. Consent Agenda:

Council Member Chris Corrie motioned approval of the Consent Agenda; Council Member Jesse Purdon seconded; and the motion carried unanimously.

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A. Approval of the December 21, 2022 City Council Workshop Minutes

B. Confirm and ratify Resolutions extending the Local State of Emergency due to Hurricane Ian. (Green Sheet No. 23-01-001)

C. Approve FDOT's request for use of the Bonita Springs Recreation Center Gymnasium for a public meeting regarding the PD&E study conducted for the intersection of US 41 and Bonita Beach Rd. (Green Sheet No. 23-01-002)

D. Approve two purchase agreements to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-01-003)

E. Approve resolution accepting one resignation from the City's Tree Advisory Board, one resignation from the Outreach Committee, and one resignation from the Veteran's Advisory Committee. (Green Sheet No. 23-01-004) **ADOPTED RESOLUTION NO. 23-03**

F. Approve Amendment No. 1 for a contract time extension for the U.S. Housing and Urban Development (HUD) Community Development Block Grant – Cares Act (CDBG-CV) entitlement program funds. (Green Sheet No. 23-01-007)

G. Adopt a Resolution appointing a chairperson to each of the City's advisory boards and committees. (Green Sheet No. 23-01-010) **ADOPTED RESOLUTION NO. 23-04**

H. Approve agreement with Feed Thy Neighbor, Inc. to participate in the City's Food Insecurity Program utilizing Community Development Block Grant – COVID funds (Green Sheet No. 23-01-011)

10. Mayor and Council Member Items:

A. Discussion regarding reaffirming the City's support for retention of the CSX/Seminole Gulf Rail Corridor as part of the SUNTrails priority network. (Green Sheet No. 23-01-005; Corrie)

Council Member Chris Corrie withdrew his Green Sheet.

11. Public Hearing:

A. PUBLIC HEARING TO CONSIDER A PETITION FOR A REQUEST TO VACATE, ABANDON, CLOSE AND DISCONTINUE THE PUBLIC'S

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INTEREST IN A 15-FOOT WIDE DRAINAGE EASEMENT LYING IN TRACT B, IMPERIAL BONITA PLAZA EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN INSTRUMENT NO. 201400024D413, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE. (Green Sheet No. 23-01-009)

Jay Sweet, Community Development, provided an overview stating that the reason for the request is due to an existing drainage structure that conflicts with the property owner's design for a new building. All utilities will be relocated to the new easement.

Mayor Steinmeyer motioned approval; Council Member Carr seconded; and the motion passed 6-1 (Council Member Fullick opposed). **ADOPTED RESOLUTION NO. 23-05**

12. City Attorney's Items:

City Attorney Rooney provided an update on the Spring Creek//Bonita Springs Golf Course drainage project. An agreement will be coming before Council to formalize the coordination with Barron Collier.

13. City Manager's Items:

A. Update regarding Hurricane Ian recovery

Assistant City Manager Matt Feeney provided an update on the ongoing debris removal activities and advised that the operation will be winding down within the month.

City Manager Hunter next addressed Executive Order 22-03 which implemented a curfew on the barrier islands. She advised that neighborhing jurisdictions have changed their curfew to 12 a.m. to 6 a.m. She clarified that the City's residents will not be denied access to their homes and that this would pertain to non-residents of the island. She requested direction to amend the City's curfew to 12 a.m. to 6 a.m.

Council Member Carr motioned for the City Manager to amend the curfew as stated; Council Member Purdon seconded; and the motion carried unanimously.

City Manager Hunter addressed an email from the Assistant City Manager, as staff was asked by the City's Lobbyist to provide a factual letter to the Senate Select Committee on Resiliency and the House Select Committee on Hurricane Resilence and Recovery. Additionally, she advised that Council will need to finalize the City's legislative asks at

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the next meeting. She also provided an update regarding the City's projects that were submitted to the County for ranking as part of the Local Mitigation Strategy.

14. Mayor and Council Member Reports

Mayor Steinmeyer reported that the Governor has placed $3.5 billion for Everglades restoration.

Council Member Forbes reported that the Governor also committed approximately $5 Billion over the next four years to be used towards water projects, changing out septic tanks, etc. Council Member Forbes also addressed property insurance premiums and provided Council with his proposed suggestion (copy in Clerk's file) to reduce property insurance premiums.

Council Member Purdon addressed the legislative priorities and suggested adding the prioritization of reopening Lover's Key State Park.

Council Member Fullick also addressed property insurance noting this was something that was already being worked on, which he further addressed. He stated legislation has already been passed to remove the assignment of benefits.

Council Member Carr reported on the LCSO event she attended this weekend as well as the Art Festival. She also attended the SW Florida Climate and Community Summit. In February she will be going to Washington, DC with the Florida League of Cities to attend FAST.

Council Member Corrie addressed an article in the newspaper regarding the beaches on Marco Island, noting that Bonita Beach has not received a Critical Erosion designation by DEP. He would like staff to inquire with Marco Island to see how that program worked and if there is a way for the City to pursue funds for erosion on our beaches.

Mayor Steinmeyer addressed homeowner's insurance and beach renourishment.

15. Public Comment

Joe Gallagher addressed the Old Library and the possibility of developing it into a senior center.

Teri Lemaine with the Bonita Springs Assistance Office, informed Council that they have a Hurricane Ian distribution program. There will be a POD distribution unit with new furniture for residents in need. Residents are to call 239-992-3034. Their address is 25300 Bernwood Drive, Suite 6.

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16. Adjournment

There being no further items to discuss, the meeting adjourned at 11:26 a.m.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Mayor Rick Steinmeyer

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City Council Chambers
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY COUNCIL
MEETING MINUTES

February 1, 2023
5:30 p.m.

1. Call to Order

   Mayor Rick Steinmeyer called the meeting to order at 5:30 P.M.

2. Invocation

   Pastor Riley Grandell, with Gulf Shore Church, furnished the invocation.

3. Pledge of Allegiance

   Mayor Steinmeyer led in the Pledge of Allegiance.

4. Roll Call

   The Mayor and all Council Members were in attendance.

5. Approval of Agenda

6. Mayor's Welcome

7. Public Comment on Agenda Items

   Joe Gallagher commented on the City's legislative priorities and the need for affordable housing.

   Dwight Esmon commented on the stormwater management project for the golf course.

   Ben Hershenson commented on the stormwater management project for the golf course.

   Bob DiGilarmo commented on the stormwater management project for the golf course.

   Grant Lundberg commented on the stormwater management project for the golf course.

   Herb Nelson commented on the stormwater management project for the golf course.

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Brad Sikas commented on the stormwater management project for the golf course.

8. Proclamations and Presentations: No items

9. Consent Agenda:

Council Member Jesse Purdon voiced his support for the buyout program and commended Parks and Recreation Director Nicole Perino on the EnviroStruct proposal for the Community Park Baseball Complex.

Mayor Steinmeyer motioned approval of the Consent Agenda; Council Member Laura Carr seconded; and the motion carried unanimously.

A. Approval of the December 21, 2022 Draft City Council Meeting Minutes

B. Approve a purchase agreement to acquire parcels located in the Quinn/Downs/Dean Neighborhood for the Voluntary Home Buyout Program (Green Sheet No. 23-02-12)

C. Authorize staff to submit a grant proposal to the Florida Department of Environmental Protection for the FY2023-2024 Federal Recreational Trails Program (RTP) to construct the Pine Avenue Multi-Use Path. (Green Sheet No. 23-02-013)

D. Confirm and ratify Resolutions extending the Local State of Emergency and two Executive Orders facilitating recovery from Hurricane Ian. (Green Sheet No. 23-02-014)

E. Approve the proposal from EnviroStruct, LLC from the Construction Manager at Risk Continuing Services agreement in an amount not to exceed $1,420,409.78 for Community Park Baseball Complex LED field lighting project. (Green Sheet No. 23-02-015)

10. Mayor and Council Member Items:

A. Consider two applications for appointment to the City of Bonita Springs Local Planning Agency (Green Sheet No. 23-02-020)

Council Member Carr motioned to approve; Council Member Jamie Bogacz seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 23-09**

B. Consider one application for appointment to the Outreach Advisory Committee (Green Sheet No. 23-02-017)

Council Member Purdon disclosed that the applicant is his fiancée.

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Mayor Steinmeyer motioned to approve; Council Member Carr seconded; and the motion carried unanimously. **ADOPTED RESOLUTION NO. 23-10**

11. City Attorney's Items:

    A. Discussion regarding a purchase agreement with BS Parcel Holdings LLC to acquire land for stormwater purposes and an Infrastructure Oversizing Agreement for related offsite work. (Green Sheet No. 23-02-019)

City Attorney Derek Rooney provided an overview of the two agreements for Council's consideration. He clarified that the City would acquire the property in an improved state in accordance with the stormwater design conducted by Singhofen & Associates.

Council Member Carr motioned to approve; Council Member Purdon seconded. The motion carried unanimously.

12. City Manager's Items:

    A. Adopt the City's 2023 State Legislative Agenda and and provide direction regarding potential priority projects for appropriations requests. (Green Sheet No. 23-02-018)

City Manager Hunter introduced the item and informed the Council that the City's lobbyist was in attendance by phone to answer any questions. The recommendation is to request five million for home elevation and acquisition of homes that are vulnerable to flooding. She next addressed the beach renourishment planning and recommended asking for the remaining half of the funds needed to complete the southern portion of Bonita Beach. She next requested Council's permission to pursue 5.4 million for the golf course project.

Council Member Purdon commented on the need to rehabilitate Lovers Key as a priority. City Manager Hunter and Assistant City Manager Feeney further addressed.

Council Member Forbes motioned to approve the legislative requests. Council Member Bogacz seconded; and the motion carried unanimously.

    B. Presentation and request authorization for submission under the American Rescue Plan Act Grant (Green Sheet No. 23-02-016)

Lisa Roberson, Finance Director, provided a Powerpoint presentation (in Clerk's file) to address eligible uses of the American Rescue Plan Act Grant and requested

direcion from Council to submit the eligible Governmental Services expenditures for reimbursement.

Council Member Corrie motioned to approve; Council Member Fullick seconded; and the motion carried unanimously.

C. Update regarding Hurricane Ian recovery

John Dulmer, Community Development, provided an update on permitting operations related to damages caused by Hurricane Ian and adjustment of office hours for staff to address permit efficency.

Assistant City Manager Matt Feeney next provided an update regarding the conclusion of debris removal operations.

City Manager Hunter announced that the Hurricane Ian Recovery Reimbursement Grant program is live in the DEP portal. This is a new grant opportunity for sand replenishment for private property owners on the beach and entails a 50% match. A link will also be provided on the City's website.

She next informed Council that the city received its certification for being a Blue Zone Community and that Bonita Springs Utilities has invited Council and the public to an open house on Saturday, February 4th from 10:00 a.m. to 2:00 p.m. Lastly, she requested direction to schedule a series of Council workshops to dicuss CIP projects, with the first workshop to follow the next Council meeting.

13. Mayor and Council Member Reports

Council Member Forbes reported on the MPO meeting he attended and plans for I-75 to be widened to ten lanes from Golden Gate to Corkscrew Road.

Council Member Purdon thanked Barron Collier for the collaboration in developing the stormwater management project for the golf course.

Council Member Corrie also thanked Barron Collier and staff for their work in developing the stormwater management project for the golf course.

Council Member Fullick reported on a discussion with the Lee County Property Appraiser, Matt Caldwell, regarding potentially conducting public workshops to educate members of the public on tax roll issues stemming from the impacts of Hurricane Ian.

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Council Member Purdon motioned to authorize staff to assist the Property Appraiser's Office with coordinating the workshops as well as the use of City facilities; Council Member Corrie seconded; and the motion carried unanimously.

Council Member Fullick requested Council's consensus to have staff address the emails received from Estero residents regarding BERT. Council discussion ensued.

14. Public Comment

Donna Poronto commented on the BERT emails sent to Council Members.

Dwight Esmon addressed public input on City projects.

Kyle Moran commended Council and Staff on progress in City.

Ben Hershenson commended the professionalism of the Lee County Sheriff's Office.

15. Adjournment

There being no further items to discuss, the meeting adjourned at 7:00 P.M.

Respectfully submitted,

_____
Debra Filipek, City Clerk

APPROVED BY CITY COUNCIL

Date: _____

AUTHENTICATED:

_____
Mayor Rick Steinmeyer

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CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-021
February 15, 2023

REQUESTED MOTION: Approve septic tank replacement and groundwater protection agreement with Bonita Springs Utilities for Sun Village and Lakes of San Souci neighborhoods

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management, #5 Strengthen City Finances

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BACKGROUND: The City and Bonita Springs Utilities (BSU) jointly applied for and was awarded grant funds from Florida Department of Environmental Protection (FDEP) to extend central wastewater treatment services to identified areas in the City. The FDEP awarded a total of $3,000,000 for two neighborhoods: $2,050,000 for Sun Village and $950,000 for Lake of San Souci. The project award requires a 1:1 match, which the City and BSU agreed to equally match the grant award with each party contributing $1,500,000, as discussed at the July 7, 2021 City Council budget workshop.

In order to implement the City's grant award with FDEP, the City must enter into an agreement with BSU as they are the entity responsible for water and wastewater services.

This agreement is a companion request to Green Sheet 23-02-022 requesting approval of the grant agreements for Sun Village and Lake of Souci for septic replacement.

STAFF RECOMMENDATION: Approve septic tank replacement and groundwater protection agreement with Bonita Springs Utilities for Sun Village and Lakes of San Souci neighborhoods.

ATTACHMENTS:

1. Bonita Springs Utilities Septic Replacement and Groundwater Protection Agreement

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REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT
Between
BONITA SPRINGS UTILITIES, INC.
And
CITY OF BONITA SPRINGS, FLORIDA

THIS SEPTIC REPLACEMENT AND GROUNDWATER PROTECTION AGREEMENT (hereinafter "Agreement"), made and entered into this ___ day of _____, 2022, by and between **CITY OF BONITA SPRINGS**, an incorporated municipality of the State of Florida, (hereinafter "City"), and **BONITA SPRINGS UTILITIES, INC.**, a Florida not for profit corporation, (hereinafter "BSU"); (City and BSU are hereinafter together referred to as "Parties").

WHEREAS, City has obtained Three Million Dollars ($3,000,000) in grant funding from the State of Florida, Department of Environmental Protection ("FDEP") Wastewater Grant Program Fiscal Year 2021-22 ("Grant Funds"). The Grant Funds are allocated as Two Million Fifty Thousand ($2,050,000) for Sun Village (Area 1) and Nine Hundred Fifty Thousand Dollars ($950,000) for the Lakes of San Souci (Area 2) to extend central wastewater treatment service to the Sun Village area and the Lakes of San Souci area currently primarily served by on-site sewage treatment and disposal systems (septic tanks), as more particularly described on Exhibits "A-1" and "A-2" attached hereto and incorporated by reference (the "Properties"); and,

WHEREAS, the Properties are located within BSU's wastewater service territory pursuant to that certain Franchise Agreement By, Between And Among Bonita Springs Utilities, Inc., The City of Bonita Springs, Florida, and Lee County, Florida, City of Bonita Springs Ordinance No. 02-14, as amended (hereinafter "Franchise Agreement"); and,

WHEREAS, BSU and City desire that BSU extend central wastewater treatment service to the Properties using the grant funding to reduce the cost to the residents, all according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged between the Parties, BSU and City hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. (a) BSU, agrees to competitively procure a contractor following its "Standard Purchasing Procedure for Goods and General Services," including public advertisement, to construct two wastewater collection systems comprised of gravity sewer pipes, lift stations, service laterals and related appurtenances in order to serve the Properties, in accordance with the terms and conditions stated herein.

(b) The Sun Village collection system will be constructed in substantial compliance with the plans dated _____ prepared by Johnson Engineering, Inc. as more particularly

described on Exhibit "B-1" attached hereto and incorporated herein by reference (hereinafter "Area 1 Utility Work").

(c) The Lakes of San Souci collection system will be constructed in substantial compliance with the plans dated _____ prepared by Banks Engineering as more particularly described on Exhibit "B-2" attached hereto and incorporated herein by reference (hereinafter "Area 2 Utility Work") (Area 1 and Area 2 Utility Work jointly referred to as the "Utility Work").

(d) The estimated cost for constructing the Utility Work is set forth on Exhibit "C" attached hereto (hereinafter the "Cost Estimate").

3. The FDEP Grant Funds require a one-to-one match. The City and BSU shall together contribute a total sum of Two Million Fifty Thousand Dollars ($2,050,000) of the Grant Funds for the Area 1 Utility Work and Nine Hundred Fifty Thousand Dollars ($950,000) of the Grant Funds for the Area 2 to be shared one-half each in the manner set forth below.

4. The City will be responsible for application and payment of the Grant Funds from FDEP and include the Grant Funds portion in its payment to BSU as Utility Work is completed. Based on the Cost Estimate, including the Grant Funds, the City shall pay BSU the sum of Three Million Seventy-Five Thousand ($3,075,00) for the Area 1 Utility Work and the sum of One Million Four Hundred Twenty-Five Thousand ($1,425,000) for the Area 2 Utility Work ("City Contribution"). Inclusive of the Grant Funds, the City Contribution comprises seventy five percent (75%) of the Cost Estimate. The remaining twenty five percent (25%) shall be paid for by BSU, subject to reimbursement through a special service charge to be paid by the customers receiving service at the Properties.

5. BSU shall begin the Utility Work and shall cause the Utility Work to be performed in accordance with the Franchise Agreement, within a reasonable time following the effective date of this Agreement; provided that, the conditions precedent itemized in Section Seven hereof have been met. BSU will incorporate a final completion date for the Utility Work in the procurement documents of April 30, 2026, in order to comply with the Grant Funds timeline conditions.

6. BSU shall periodically, but no more than monthly, submit applications to the Ciy for reimbursement of amounts paid by BSU for the Utility Work. The applications shall certify the nature of the work performed, itemize a summary of the materials, labor or services, itemize the costs or charges for such work, and include proof of payment. Upon request of City, BSU will coordinate review of BSU contractor invoices with City prior to release of payment by the City. Within thirty (30) days of BSU's provision of the required documentation, City will reimburse BSU for the Utility Work.

7. In the event the bid and/or final accounting of the Utility Work is greater than the Cost Estimate ("Additional Cost") then BSU and the City will each share and pay one-half (1/2) of the Additional Cost under the same procedure as prescribed above.

8. BSU's obligation to commence and perform the Utility Work contemplated by this Agreement are subject to fulfillment, on or before the Utility Work commencement date, of each of the following conditions or the written waiver thereof by BSU:

(1) The actual bids for the Utility Work do not exceed 110% of the Cost Estimate.

(2) The City final approval of an amendment to BSU's Wastewater Tariff establishing an anticipated special service charge* for the Properties outlined in Exhibit D-1 and Exhibit D-2

*Final special service charge will consider actual cost at construction completion

(3) Acquisition of required construction permits;

(4) Commitment by the State of Florida of the Grant Funds; and

(5) City budgeting of the City Contribution;

(6) BSU budgeting of the BSU Contribution.

9. BSU shall be responsible to apply for all permits, fees, licenses, and inspections required by government agencies for the Utility Work.

10. Service to the Properties by BSU shall be in accordance with and subject to BSU's Franchise Agreement, Tariffs, Rules and Regulations, Aid to New Construction Fees and other charges and rate schedules, as amended from time to time.

11. In the event the FDEP, does not timely and finally issue a commitment to the total amount of the Grant Funds, or in any way rescinds, revokes, or reverses it's commitment of the Grant Funds, BSU shall have no obligation to in any way fund the FDEP's Grant Funds portion of the Utility Work or proceed with the Utility Work without assurance satisfactory to BSU that said portion of the FDEP's Grant Fund will be fully and timely paid by City or a satisfactory alternate funding source. Should alternate funding not be available from the City, or other alternate source, City or BSU may elect to terminate this Agreement upon written notice not later than fifteen (15) days after either City or BSU is informed of FDEP's determination not to fully fund or to rescind, revoke or reverse the commitment for FDEP's share of the Utility Work.

12. In the event that City or BSU materially breaches any provision of this Agreement, and such breach is not cured within sixty (60) days following receipt of written notice from the non-breaching party, then in addition to any other remedies available under law, the non-breaching party may terminate this Agreement, provided that BSU shall be entitled to reimbursement of expenditures for work performed under this agreement

13. Neither party shall be liable to the other for any failure to perform or any delay in performance under this Agreement to the extent such performance is prevented by any force

majeure including, but not limited to, an act of God, war, riots, natural catastrophe, pandemic or similar disaster,.

14. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. No amendment shall be valid unless in writing and fully executed by both parties.

15. This Agreement shall be governed by the laws of the State of Florida, and the venue of any legal proceedings shall lie exclusively in Lee County, Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

16. All notices that are required or permitted under this Agreement shall be in writing and shall be deemed to have been delivered: (a) when delivered by personal delivery, (b) five (5) business days after having been deposited in the U.S. mail certified or registered, return receipt requested, with sufficient postage affixed, and with return receipt executed, (c) one (1) business day after having been accepted for delivery by a nationally-recognized overnight courier service (including, but not limited to, U.S. Express Mail, Federal Express or United Parcel Service) or (d) when sent by telephone facsimile or e-mail transmission, provided the original copy of the transmission shall be mailed by regular mail. All notices shall be addressed to the party to whom such notice is intended to be given at the address set forth below. Any party may change its address for the purpose of notice by delivering notice of such address change to the other party in accordance with this Section.

If to City:

Arleen Hunter, City Manager
City of Bonita Springs, FL
9101 Bonita Beach Road
Bonita Springs, FL 34135
E-mail: Arleen.Hunter@cityofbonitasprings.org

With a copy to:

Derek P. Rooney, City Attorney
City of Bonita Springs, FL
9101 Bonita Beach Road
Bonita Springs, FL 34135
E-mail: Derek.Rooney@gray-robinson.com

If to BSU:

John Jenkins, Executive Director
Bonita Springs Utilities, Inc.
11900 East Terry Street
Bonita Springs, Florida 34135
E-mail: JJenkins@bsu.us

With a copy to:

G. Donald Thomson, Esq.
Henderson, Franklin, Starnes & Holt, PA
3451 Bonita Bay Boulevard; Ste. 206
Bonita Springs, FL 34134
Email: Donald.Thomson@henlaw.com

17. Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and none of the Parties to this Agreement shall be construed under this Agreement as being partners or joint ventures for any purpose. Nothing contained in this Agreement shall be construed or interpreted to mean BSU is an Agent of the City or vice versa.

18. In the event any litigation arises in connection with this Agreement, the prevailing party or Parties in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

19. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both Parties hereto have fully participated in the preparation of this Agreement.

20. The failure of any of the Parties to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties hereof may be exercised from time to time and as often as may be deemed expedient by those Parties.

21. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

22. This Agreement may be executed in a number of multiple identical counterparts which, when taken together, shall constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

Attest:

CITY OF BONITA SPRINGS, FLORIDA

_____
Debbie Filipek, City Clerk

_____
Rick Steinmeyer, Mayor

APPROVED AS TO FORM:

Derek P. Rooney, City Attorney

BONITA SPRINGS UTILITIES, INC.

Attest:

By: _____

Paul Attwood, Secretary

Brian Farrar, President

EXHIBIT A-1
SUN VILLAGE PROJECT PROPERTY

LOTS AS DESCRIBED WITHIN THE UNRECORDED MAP OF SUN VILLAGE ESTATES PER OFFICIAL RECORDS BOOK 48, PAGE 250, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

PROPERTY AT 12051 SUNCREST LANE DESCRIBED AS THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 25 FEET THEREOF, AND ALSO LESS AND EXCEPT THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1168, PAGE 1712 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

PROPERTY AT 12101 SUNCREST LANE DESCRIBED AS THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA. SUBJECT TO AN EASEMENT FOR ROAD AND UTILITIES ALONG THE NORTH 30 FEET THEROF AND ALSO SUBJECT TO AN EASEMENT FOR DRAINAGE ALONG THE SOUTH 30 FEET THEREOF. ALSO LESS AND EXCEPT THE SOUTH 60 FEET THEREOF.

AND

PROPERTY AT 26450 MORTON AVE DESCRIBED AS THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING PARCELS:
THAT CERTAIN PARCEL CONVEYED TO STATE OF FLORIDA AS SHOWN IN DEED RECORDED IN OFFICIAL RECORD BOOK 1152, PAGE 1057, AND
THE EAST 30 FEET THEREOF AS DESCRIBED IN OFFICIAL RECORD BOOK 1176, PAGE 317 AND OFFICIAL RECORD BOOK 1695, PAGE 4652, AND
THE NORTH 150 FEET THEREOF AS DESCRIBED IN OFFICIAL RECORD BOOK 1295, PAGE 1754, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT A-2
LAKES OF SAN SOUCI PROJECT PROPERTY

LOTS AS DESCRIBED WITHIN THE PLATTED SUBDIVISION OF LAKES OF SANS SOUCI PER PLAT BOOK 36 PAGE 74-77, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

PROPERTY AT 27061 RUE DE PAIX, DESCRIBED AS THE WEST 330 FEET OF THE SOUTH 330 FEET OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ OF SECTION 31 TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FL, LESS RIGHT-OF-WAY.

AND

PROPERTY AT 12350 E TERRY STREET DESCRIBED AS THE NW ¼ OF THE NE ¼ OF THE NW ¼ OF SECTION 31 TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, LESS THE WEST 330 FEET OF THE SOUTH 330 FEET THEREOF, DESCRIBED AS PARCEL B IN INSTRUMENT 2020000181787, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT B-1
AREA 1 UTILITY WORK PLANS AND SPECIFICATIONS

EXHIBIT B-2

AREA 2 UTILITY WORK PLANS AND SPECIFICATIONS

Bonita Springs Utilities, Inc.™

90% Construction Plans
Sun Village Estates
Gravity Sewer Expansion

FOR

Bonita Springs Utilities

LOCATED IN

SECTIONS 30 TOWNSHIP 47 SOUTH, RANGE 26 EAST

Lee County, Florida

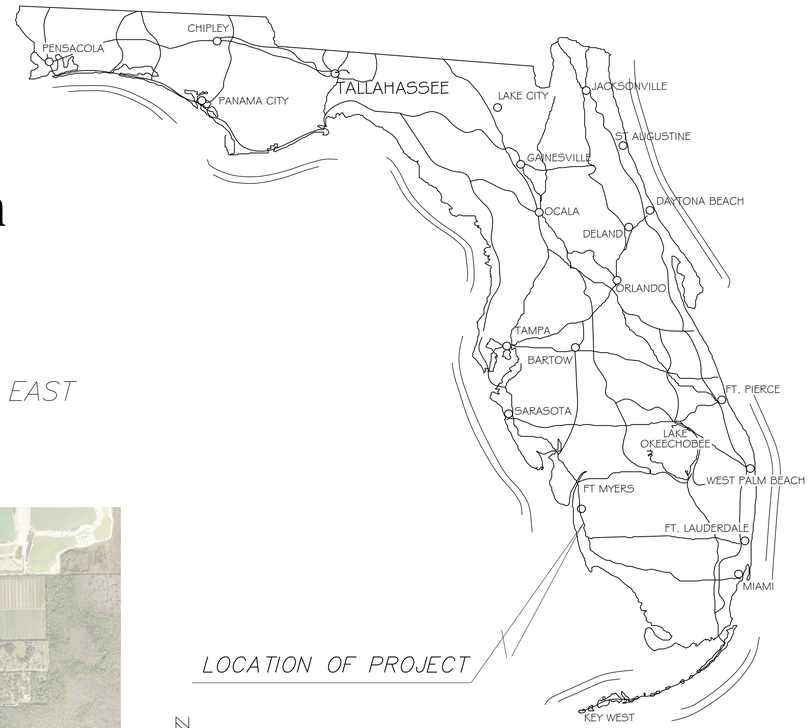
January 9, 2023

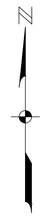
Sheet List Table	
	Station 0+00 to 5+50
	Station 0+00 to 3+50
	Station 3+50 to 7+50
	Station 0+00 to 4+50
	Station 4+50 to 9+00
	Station 0+00 to 4+50
	Station 4+50 to 9+00
	Station 0+00 to 3+00
	Station 0+00 to 5+60
	Station 5+60 to 11+10
	Station 11+10 to 16+80
	Station 0+00 to 5+60
	Station 5+60 to 11+10
	Station 11+10 to 16+80
	Station 0+00 to 5+30
	Station 5+30 to 11+00
	Station 11+00 to 16+70
	Station 16+70 to 22+40
	Station 22+40 to 26+00
	Water Main Details
	Combination Water-Wastewater Details
	Wastewater Details
	Pump Station Details



LOCATION MAP

N.T.S.





TRAFFIC CONTROL SHALL COMPLY WITH THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES [MUTCD] AND FDOT DESIGN STANDARDS 600 SERIES

For Information Regarding This Project, Contact:
Michael Scott Dickey, PE

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

90% Construction Plans

DESIGN CONSULTANT

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

JOHNSON ENGINEERING
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Bonita Springs Utilities, Inc.™

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Cover

SHEET NUMBER

01

TICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
USINESS DAYS BEFORE YOU DIG
L SUNSHINE 1-800-432-4770

"E, COUNTIES & CITIES ARE "NOT"
RT OF THE ONE CALL SYSTEM.
MUST BE CALLED INDIVIDUALLY.

STATE OF FLORIDA DOT
L INTERSTATE RIGHT-OF-WAY
HIGHMAST LIGHTING
7-DAY NOTICE REQUIRED
239-656-7811
239-656-7742 FAX

Pipe

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Ethylene

n

Main

N & PIPE SIZE
WATER MAIN & SIZE
SEWER MAIN & SIZE
WATER MAIN & SIZE

TER

LVE

"IC AIR RELEASE VALVE

DRANT ASSEMBLY

ROLLDOWN

GENERAL NOTES:

1. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. HORIZONTAL DATA IS BASED ON STATE PLANE COORDINATES FOR THE WEST ZONE OF FLORIDA.
3. THE MINIMUM COVER FOR ALL PROPOSED UTILITIES SHALL BE 30" UNLESS OTHERWISE INDICATED ON THE CONSTRUCTION PLANS.
4. CONTRACTOR SHALL NOT EXCEED 75% OF THE MANUFACTURERS RECOMMENDED MAXIMUM DEFLECTION WHEN DEFLECTING PIPE AT JOINTS. ENGINEER WILL DETERMINE MAXIMUM DEFLECTION AFTER PIPE MANUFACTURER IS SELECTED.
5. THE CONTRACTOR SHALL KEEP A RECORD OF ALL CHANGES AND MAINTAIN AN AS-BUILT PLAN. PRIOR TO FINAL ACCEPTANCE, THIS PLAN WILL BE FURNISHED TO THE ENGINEER. THE CONTRACTOR SHALL ALSO FURNISH THE ENGINEER WITH A STATEMENT THAT THE AS-BUILT PLAN REPRESENTS ALL CHANGES MADE AND THAT THE AS-BUILT PLAN REPRESENTS ALL CHANGES MADE AND THAT THE LOCATION OF WATER LINES SHOWN ARE WITHIN 2'.
6. CONTRACTOR TO MAINTAIN EXISTING TRAFFIC/ACCESS, EXISTING DRAINAGE & EXISTING UTILITIES DURING CONSTRUCTION.
7. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
8. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA 48 HOURS MINIMUM PRIOR TO START OF CONSTRUCTION, AND SHALL HAVE ALL SERVICE LINES (UTS, FPL, WATER, CABLE AT&T, SANITARY SEWER, IRRIGATION, FORCE MAIN & ANY OTHERS) LOCATED AND FLAGGED PRIOR TO ANY EXCAVATION.
9. THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AS REQUIRED, IF NECESSARY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT AREA. ALL TRAFFIC MAINTENANCE CONTROL SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX 600 SERIES.
12. THE CONTRACTOR SHALL COMPLY WITH BONITA SPRINGS UTILITIES SPECIFICATIONS.
13. THE CONTRACTOR SHALL NOTIFY RESIDENCES AND BUSINESSES AT LEAST 48 HOURS IN ADVANCE OF ANY DISRUPTION IN SERVICE, INCLUDING DRIVEWAY CUTS.
14. ALL FITTINGS AND PIPE SHALL BE RESTRAINED PER BSU DETAILS.
15. CONTRACTOR TO MAINTAIN SIDEWALK ACCESSIBILITY AT ALL TIMES.
16. ALL VALVES SHALL BE RESTRAINED AS DEAD ENDS.

& Legends) MNT Jan 09, 2023 - 11:44am

JOHNSON ENGINEERING
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E.B. #642 & L.B. #642

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
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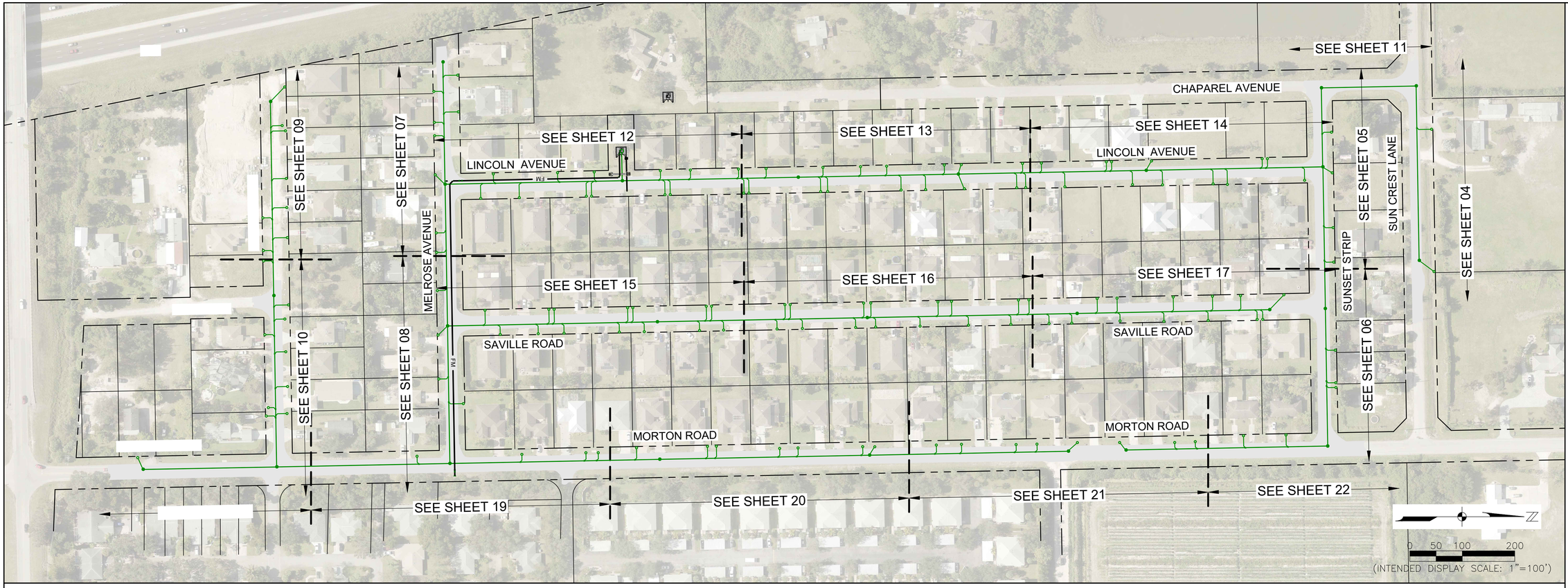
REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Notes & Legends

SHEET NUMBER
02



8" SS - PVC (E) INV. = -2.33

8" SS - PVC (N) INV. = -2.00
8" SS - PVC (W) INV. = -2.10
8" SS - PVC (S) INV. = -0.93

8" SS - PVC (N) INV. = -0.56
8" SS - PVC (S) INV. = -0.66

8" SS - PVC (N) INV. = 0.76
8" SS - PVC (S) INV. = 0.66

8" SS - PVC (N) INV. = 2.29
8" SS - PVC (S) INV. = 2.19

PR. SAN. MH #2952104
RIM = 13.77
8" SS - PVC (W) INV. = 4.08
8" SS - PVC (E) INV. = 3.74
8" SS - PVC (S) INV. = 3.64

PR. SAN. MH #2952105
RIM = 13.88
8" SS - PVC (E) INV. = 5.60
8" SS - PVC (S) INV. = 5.50

PR. SAN. MH #2952106
RIM = 13.88
8" SS - PVC (W) INV. = 6.93

PR. SAN. MH #2952107
RIM = 13.06
8" SS - PVC (N) INV. = 4.78
8" SS - PVC (E) INV. = 4.68

PR. SAN. MH #2952108
RIM = 13.53
8" SS - PVC (W) INV. = 4.82
8" SS - PVC (E) INV. = 4.92

PR. SAN. MH #2952109
RIM = 13.64
8" SS - PVC (W) INV. = 5.97
8" SS - PVC (S) INV. = 6.07

PR. SAN. MH #2952110
RIM = 13.90
8" SS - PVC (N) INV. = 7.61

PR. SAN. MH #2952301
RIM = 13.53
8" SS - PVC (N) INV. = 0.42
8" SS - PVC (W) INV. = 6.70
8" SS - PVC (E) INV. = 0.52

PR. SAN. MH #2952302
RIM = 12.68
8" SS - PVC (E) INV. = 7.63

PR. SAN. MH #2952303
RIM = 13.21
8" SS - PVC (N) INV. = 2.09
8" SS - PVC (W) INV. = 1.60
8" SS - PVC (E) INV. = 1.70

PR. SAN. MH #2952304
RIM = 14.08
8" SS - PVC (W) INV. = 2.75
8" SS - PVC (N) INV. = 2.85
8" SS - PVC (S) INV. = 2.85

PR. SAN. MH #2952305
RIM = 12.28
8" SS - PVC (E) INV. = 7.16

PR. SAN. MH #2952306
RIM = 12.85
8" SS - PVC (W) INV. = 5.68
8" SS - PVC (E) INV. = 5.58

PR. SAN. MH #2952307
RIM = 14.05
8" SS - PVC (N) INV. = 4.17
8" SS - PVC (W) INV. = 4.27
8" SS - PVC (S) INV. = 7.20

PR. SAN. MH #2952308
RIM = 13.09
8" SS - PVC (N) INV. = 3.79
8" SS - PVC (S) INV. = 3.69

PR. SAN. MH #2952309
RIM = 13.17
8" SS - PVC (N) INV. = 5.49
8" SS - PVC (S) INV. = 5.39

PR. SAN. MH #2952310
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8" SS - PVC (S) INV. = 7.09

PR. SAN. MH #2952311
RIM = 13.31
8" SS - PVC (S) INV. = 8.66

PR. SAN. MH #2952312
RIM = 14.13
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PR. SAN. MH #2952313
RIM = 14.11
8" SS - PVC (N) INV. = 4.55
8" SS - PVC (S) INV. = 4.45

PR. SAN. MH #2952314
RIM = 14.07
8" SS - PVC (N) INV. = 6.25
8" SS - PVC (S) INV. = 6.15

PR. SAN. MH #2952315
RIM = 14.05
8" SS - PVC (S) INV. = 7.77

JOHNSON ENGINEERING

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Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Key Map

SHEET NUMBER
03

IGLESIA ROCA DE SALVACION INC
12101 SUNCREST LN
304726B1000019100

MATEO JUAN GONZALEZ
26450 MORTON AVE
304726B1000019090

PR. CLEANOUT (TYPICAL)

PR. CLEANOUT (TYPICAL)

CHAIN LINK FENCE
WOOD FENCE
12" OAK
WOOD POLE
CONC. HEADWALL
BRICK DRIVE
EX. 24"X38" ERCP
MARL DRIVE
TOE OF DITCH
TOP OF DITCH
EX. GRADE ELEV. = 10.4
9" OAK
7" TREE
CENTERLINE OF DITCH
EDGE OF PAVEMENT
STA: 3+87.6
O/S: 0.0
1+00
1+50
2+00
2+50
3+00
3+50
4+00
4+50
5+00
5+50
WOOD POLE WITH TEL. RISER BOX
WOOD POLE
POWER METER
GARAGE
GRAVEL DRIVE
PR. 333 LF - 8" SS - PVC @ 0.40% SLOPE
4" TREE
42" BAYOUN
CONC. POLE WITH TEL. RISER BOX
CONC. DRIVE
15" OAK
SUNCREST LANE
(CL OF R.O.W.)
SAN. MH #2952106
RIM = 13.88
8" INV (W) = 6.93

FLESHER CHARLES J
12096 SUNSET STRIP
304726B40010H0090

NICOLAS FERNANDO
12100 SUNCREST LN
304726B40010H0070

IRIARTE MARCOS ROJAS
12104 SUNCREST LN
304726B40010H0060

MATA MARCELINO + MARIA
12116 SUNCREST LN
304726B40010H0040

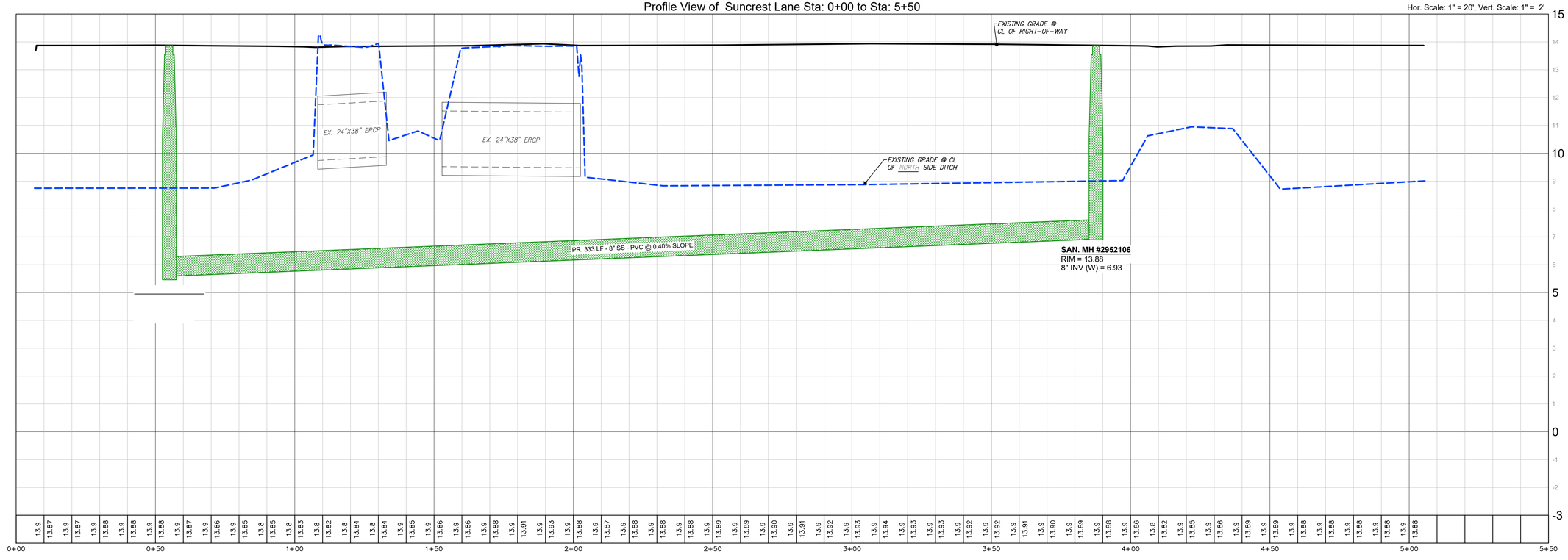
CASA MOISES +
12120 SUNCREST LN
304726B40010H0030

FOR CONTINUATION SEE SHEET 11

(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Suncrest Lane Sta: 0+00 to Sta: 5+50

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((4)) MNT Jan 09, 2023 - 11:45am

JOHNSON ENGINEERING

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REVISIONS

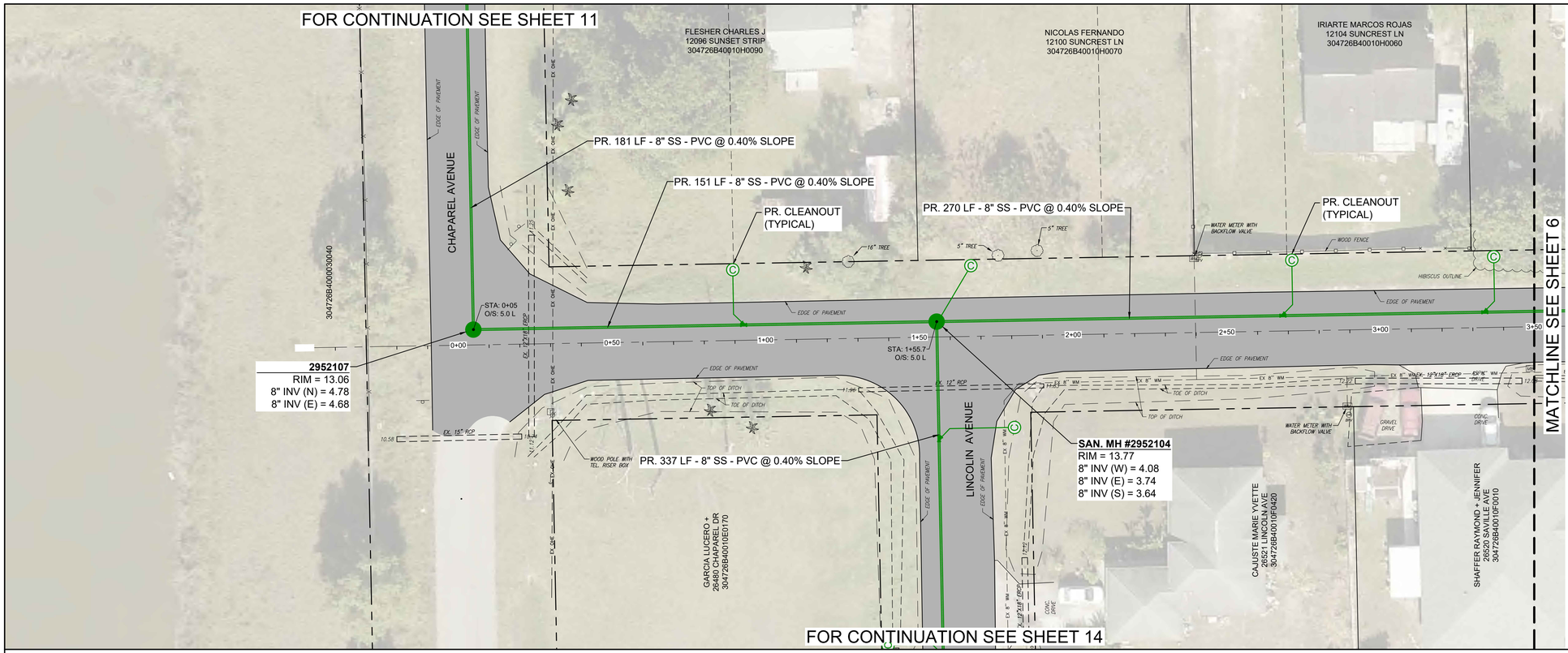
NO.	DESCRIPTION	DATE

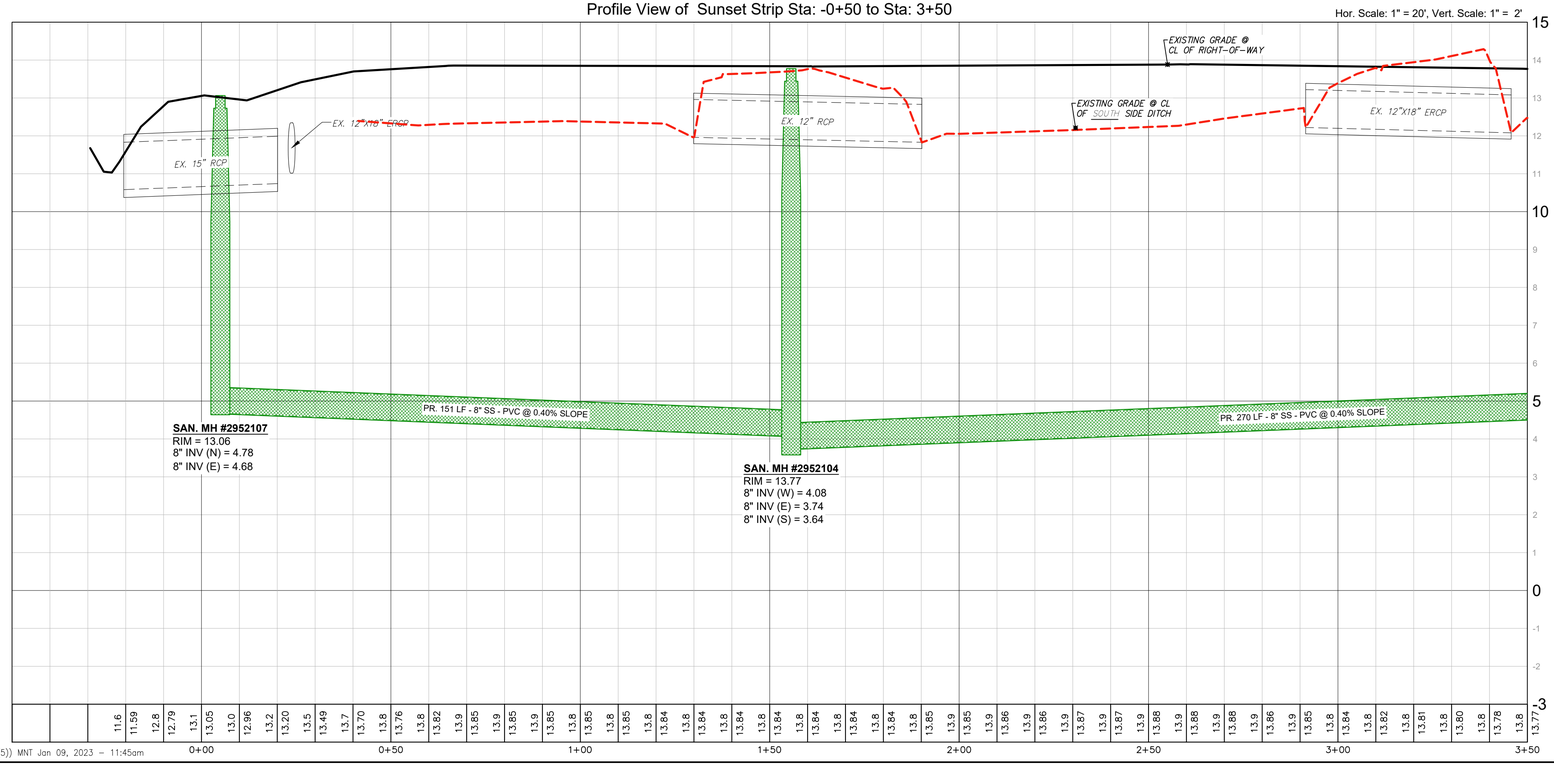
DATE: JANUARY 9, 2023
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SCALE: AS SHOWN

90% Construction Plans
Suncrest Lane
Plan & Profile
Station 0+00 to 5+50

SHEET NUMBER

04





JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
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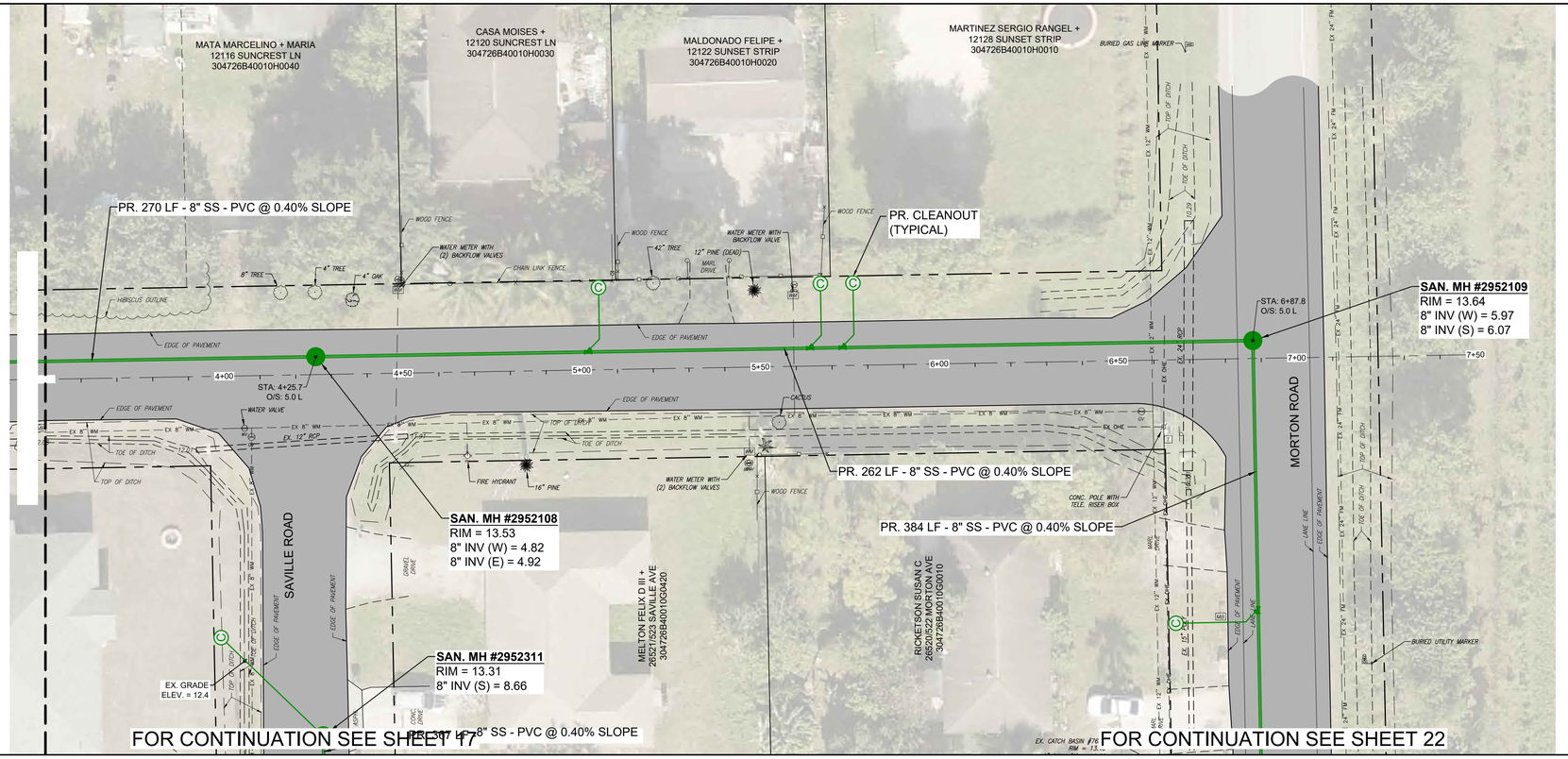
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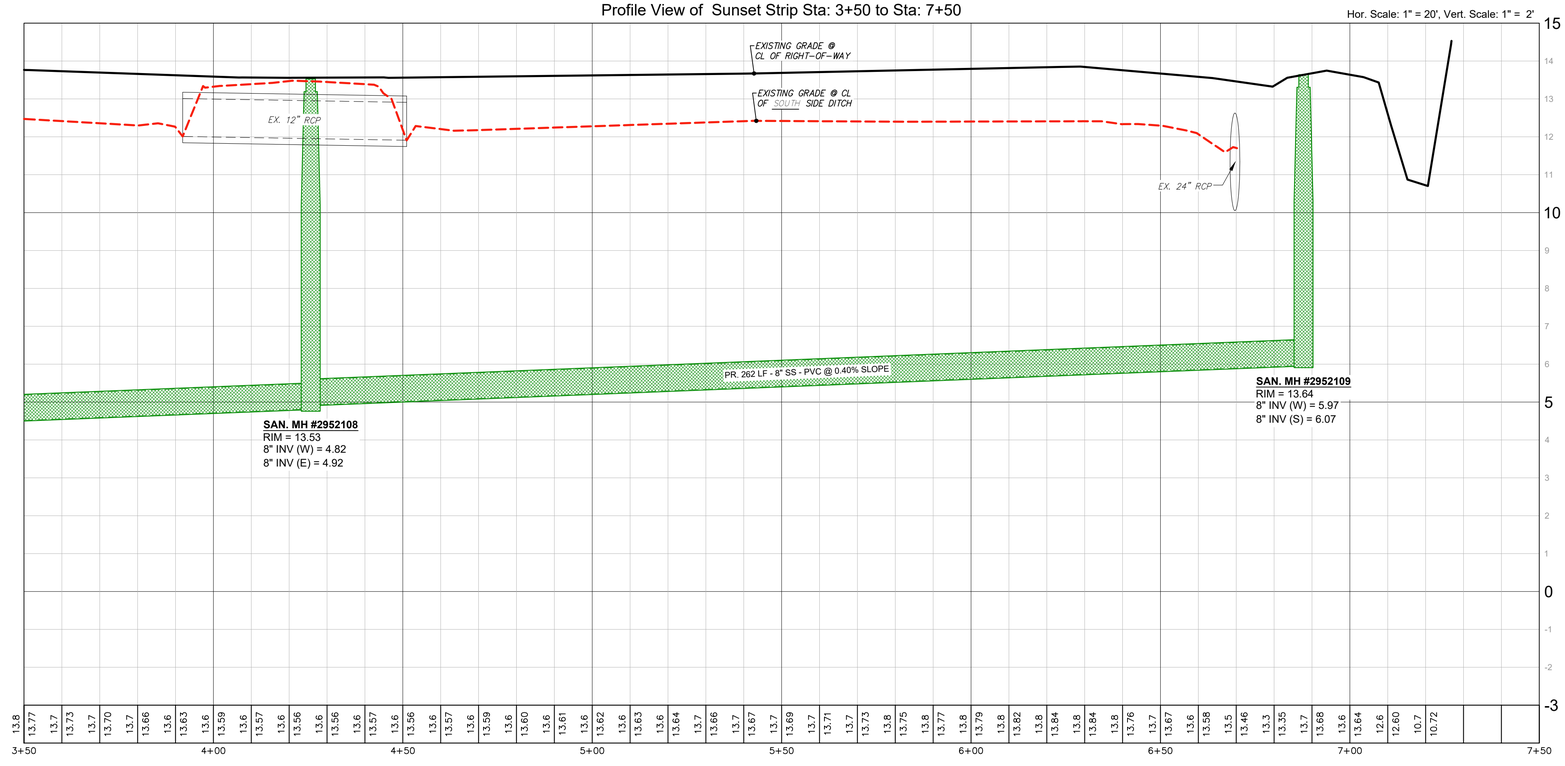
90% Construction Plans
Sunset Strip
Plan & Profile
Station 0+00 to 3+50

SHEET NUMBER
05



Profile View of Sunset Strip Sta: 3+50 to Sta: 7+50

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



JOHNSON ENGINEERING

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Sun Village Estates
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REVISIONS

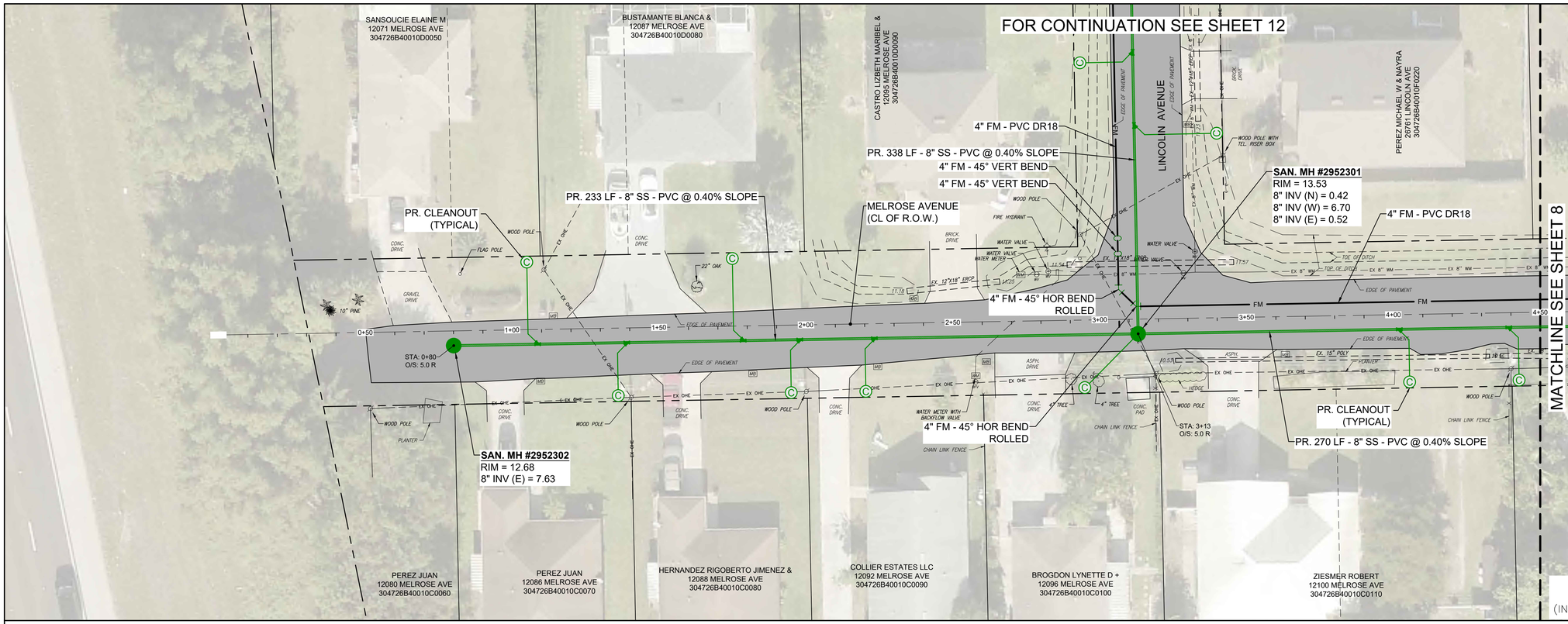
NO.	DESCRIPTION	DATE

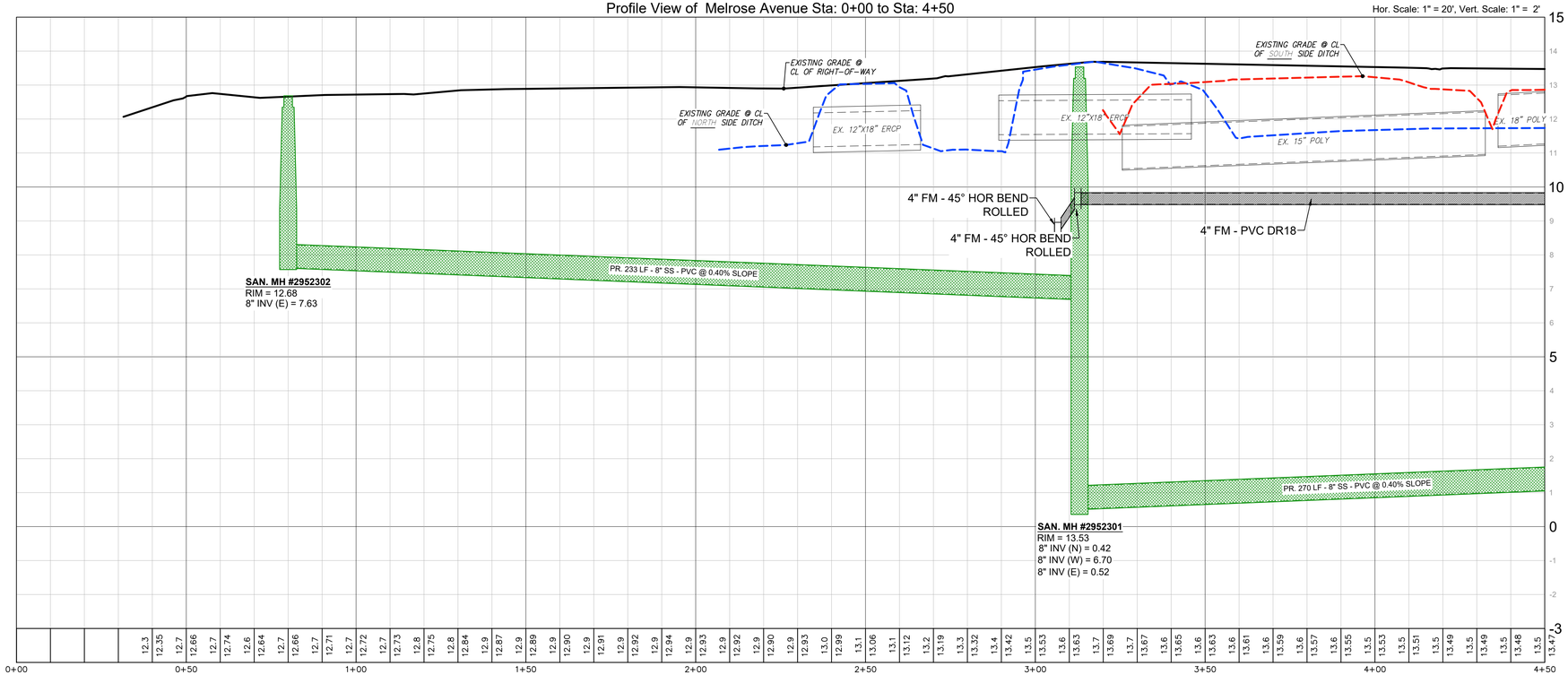
DATE:	JANUARY 9, 2023
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FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Sunset Strip
Plan & Profile
Station 3+50 to 7+50

SHEET NUMBER

06





JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
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PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

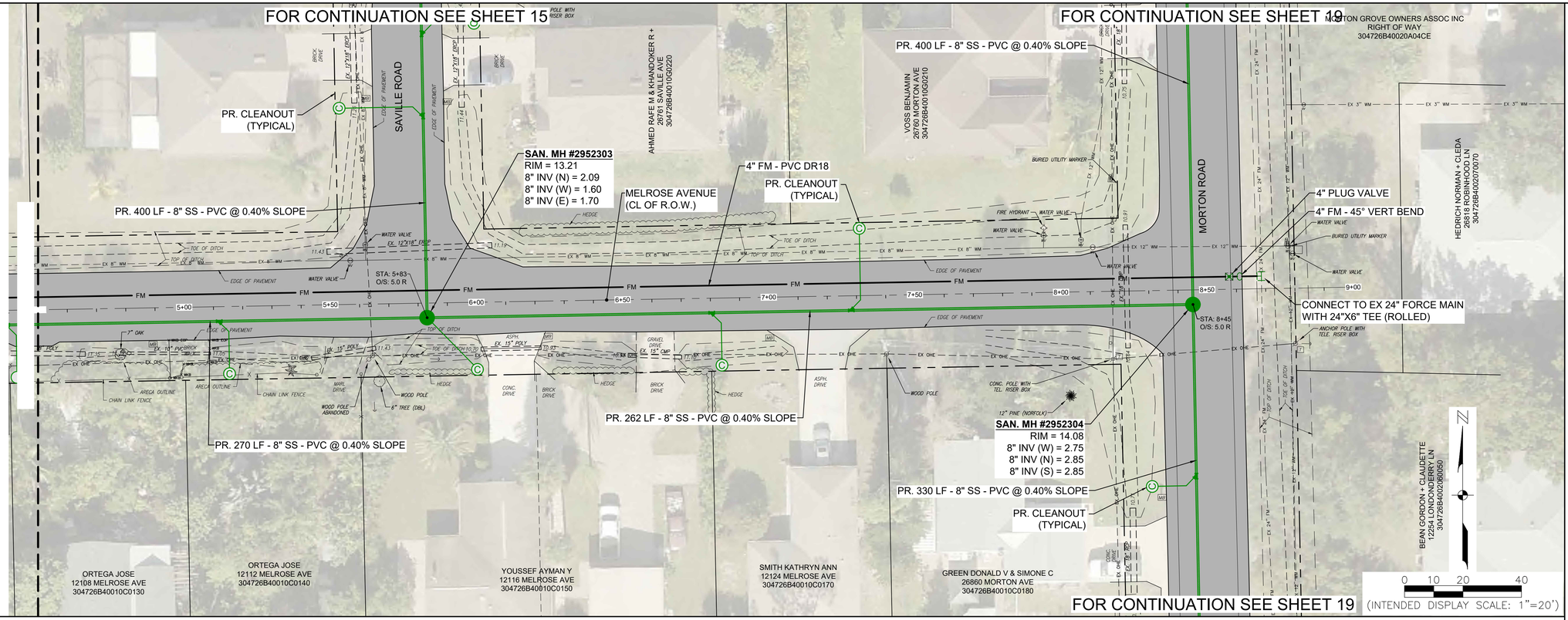
DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

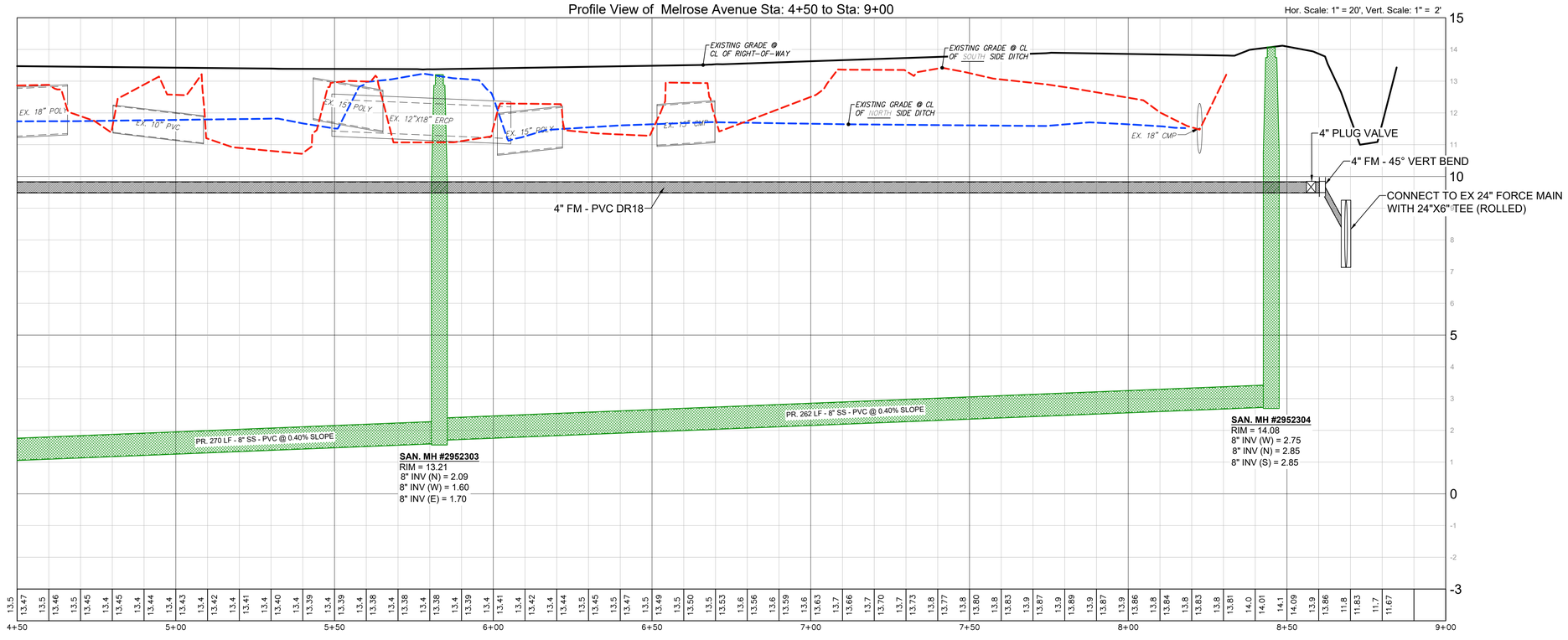
90% Construction Plans
Melrose Avenue
Plan & Profile
Station 0+00 to 4+50

SHEET NUMBER

07

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((7)) MNT Jan 09, 2023 - 11:46am





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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Melrose Avenue
Plan & Profile
Station 4+50 to 9+00

SHEET NUMBER

08

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((8)) MNT Jan 09, 2023 - 11:47am

AILANT JAMES R
12077 MAIDEN LN
304726B40010C0310

GIRADO MICHAEL & JESSICA
12083 MAIDEN LN
304726B40010C0300

MOLINA MICHAEL +
12087 MAIDEN LN
304726B40010C0290

MARTINEZ CESAR GUERRERO
12093 MAIDEN LN
304726B40010C0280

FRANTA JOHN K TR
12097 MAIDEN LN
304726B40010C0270

MALONADO JOSE A + ROSA I
12101 MAIDEN LN
304726B40010C0260

ADAMO CHRISTI RAE
12105 MAIDEN LN
304726B40010C0250

MAIDEN LANE
(CL OF R.O.W.)

MATCHLINE SEE SHEET 10

PR. CLEANOUT
(TYPICAL)

EX. GRADE
ELEV. = 10.9

WATER METER WITH BACK FLOW VALVE

WOOD POLE WITH TELE. RISER BOX

WATER METER WITH BACK FLOW VALVE AND (4) GUARD POSTS

10" PINE

18" TREE

HEDGE

CHAIN LINK FENCE

WATER METER WITH BACKFLOW VALVE

FIRE HYDRANT

WATER VALVE

HOG WIRE FENCE

WATER METER

CONC. DRIVE

MARL DRIVE

MARL ROAD

GRAVEL

TOP OF DITCH

TOE OF DITCH

EX. 12"X18" ERCP

EX. 12" POLY

EX. 4" PVC

EX. OHE

EX. 4" WM

EX. 2" WM

0+50 1+00 1+50 2+00 2+50 3+00 3+50 4+00 4+50

STA: 1+48.8
O/S: 5.0 R

SAN. MH #2952305
RIM = 12.28
8" INV (E) = 7.16

PR. 370 LF - 8" SS - PVC @ 0.40% SLOPE

PR. CLEANOUT
(TYPICAL)

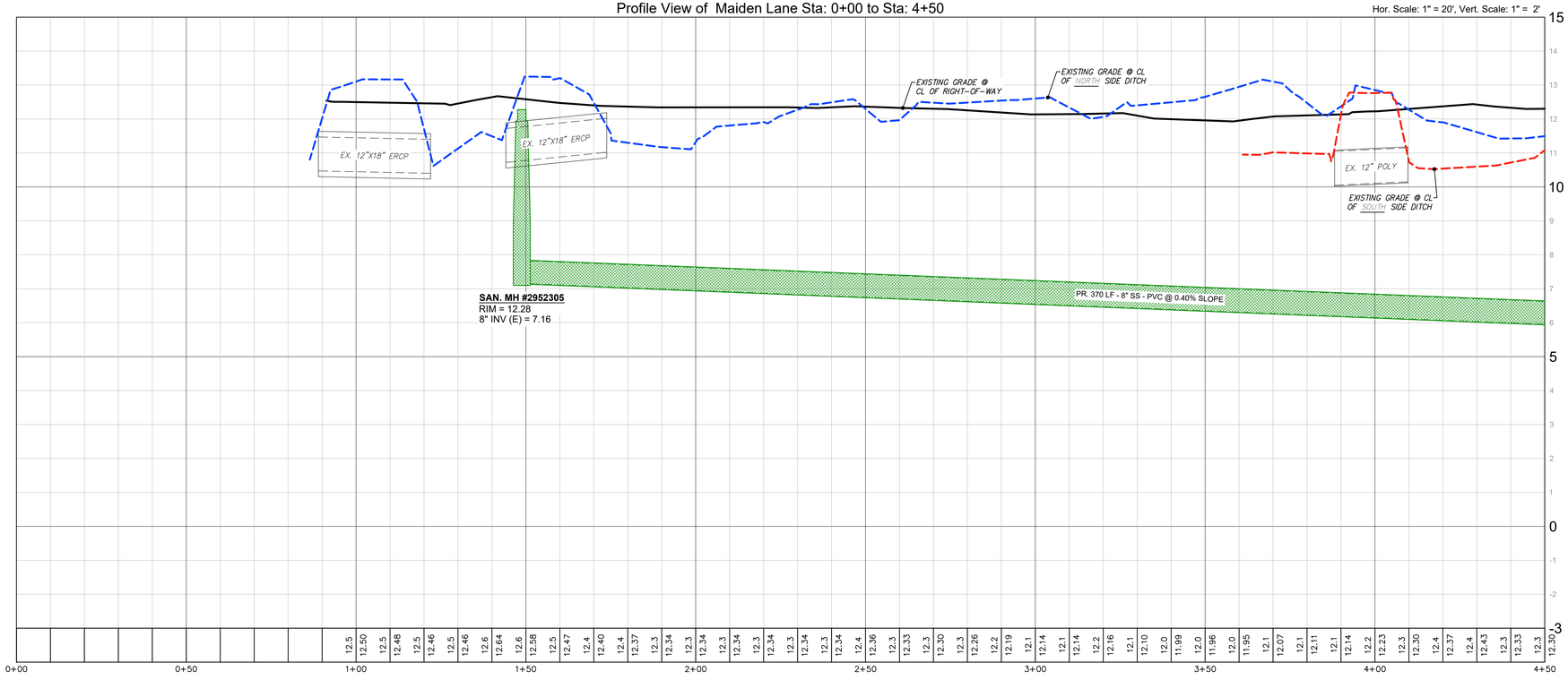
YOUSSEF AYMAN Y
12080 MAIDEN LN
304726B40010B0120

PALOMBA NICHOLAS J +
12100 MAIDEN LN
304726B40010B0170

0 10 20 40
(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Maiden Lane Sta: 0+00 to Sta: 4+50

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((9)) MNT Jan 09, 2023 - 11:47am

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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

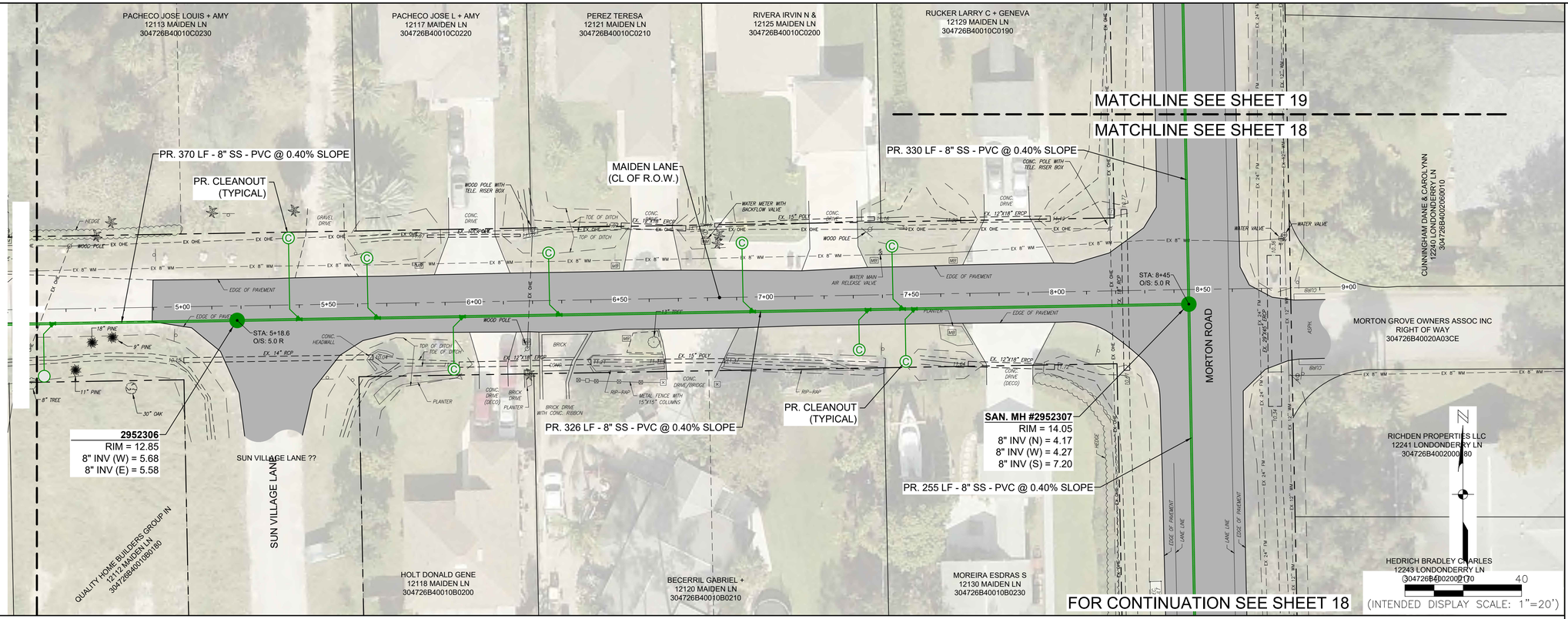
NO.	DESCRIPTION	DATE

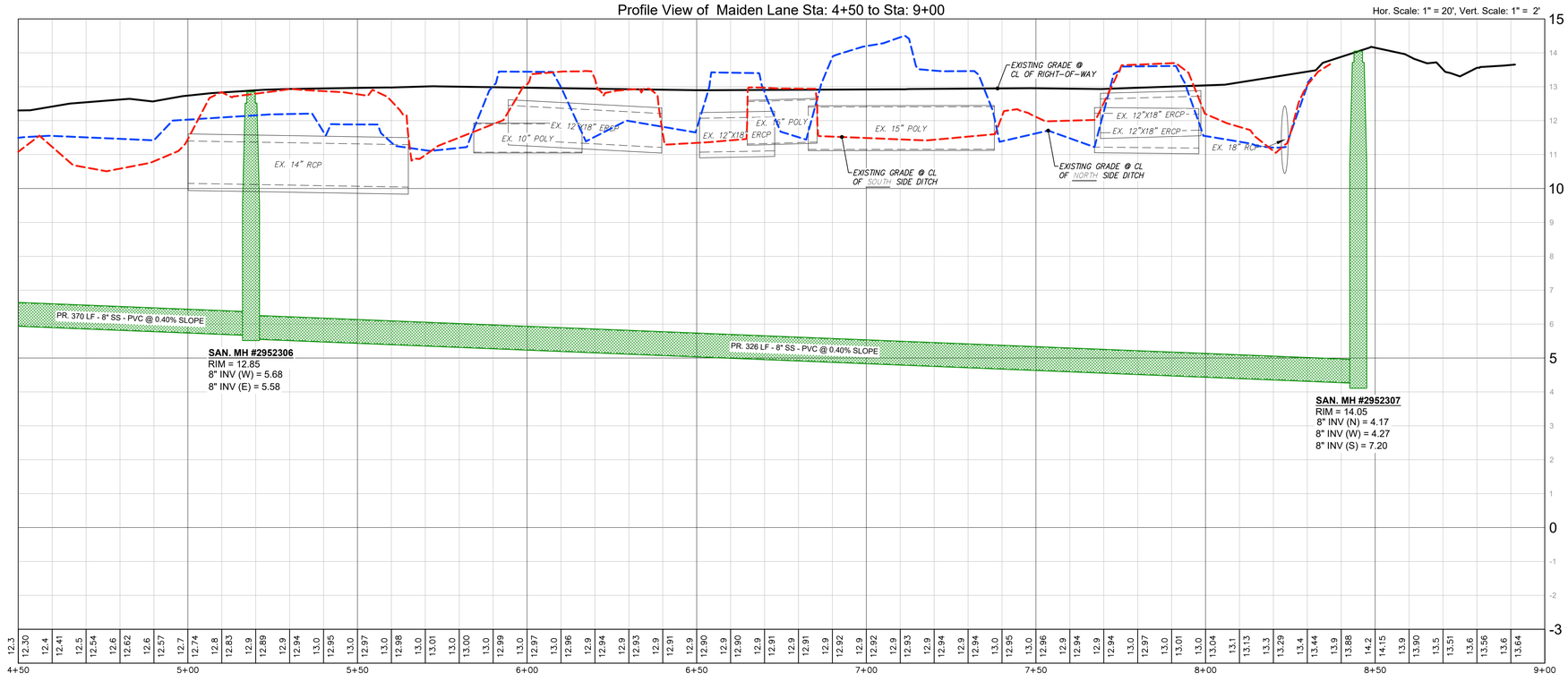
DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Maiden Lane
Plan & Profile
Station 0+00 to 4+50

SHEET NUMBER

09





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Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

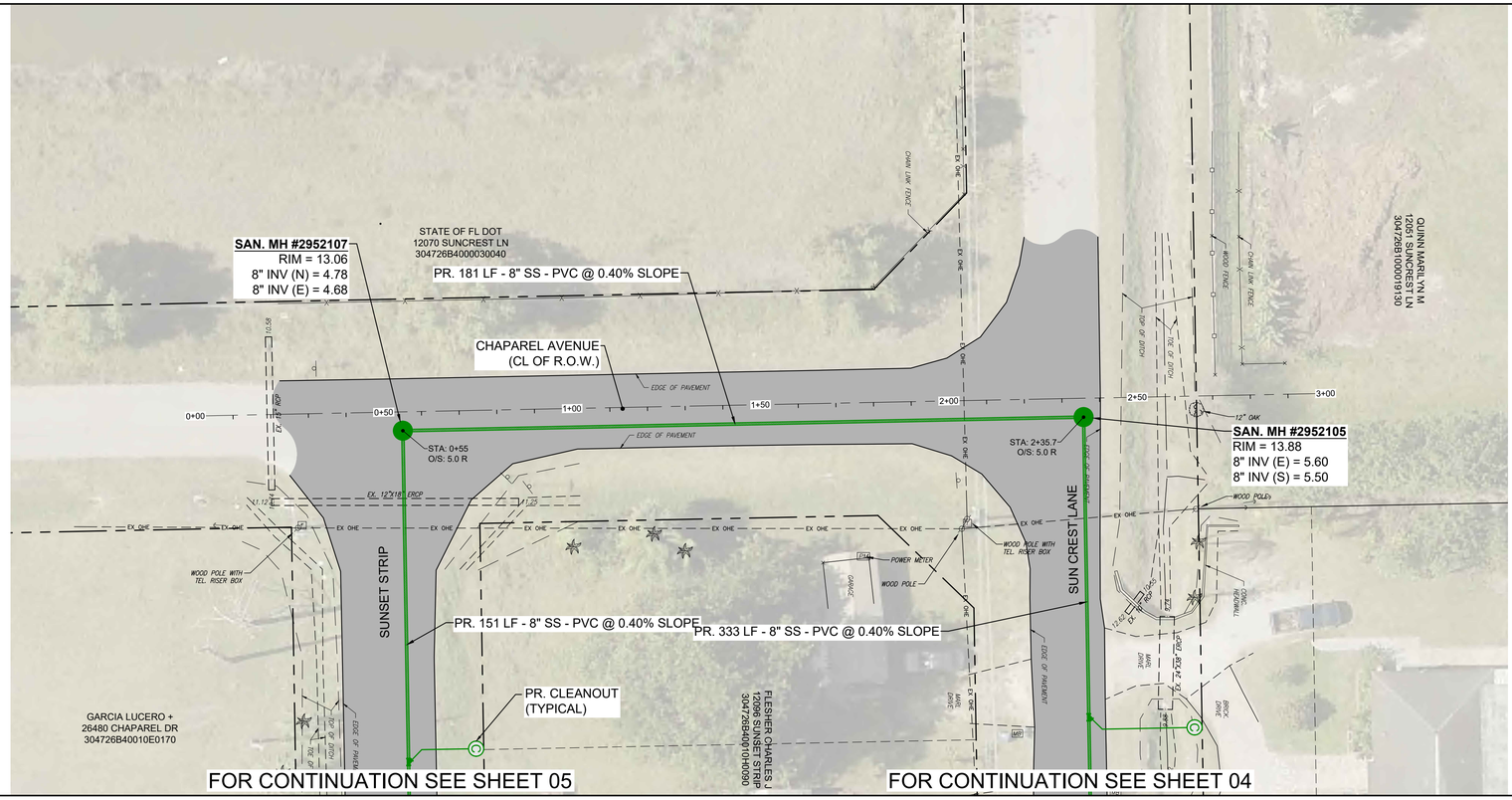
NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Maiden Lane
Plan & Profile
Station 4+50 to 9+00

SHEET NUMBER

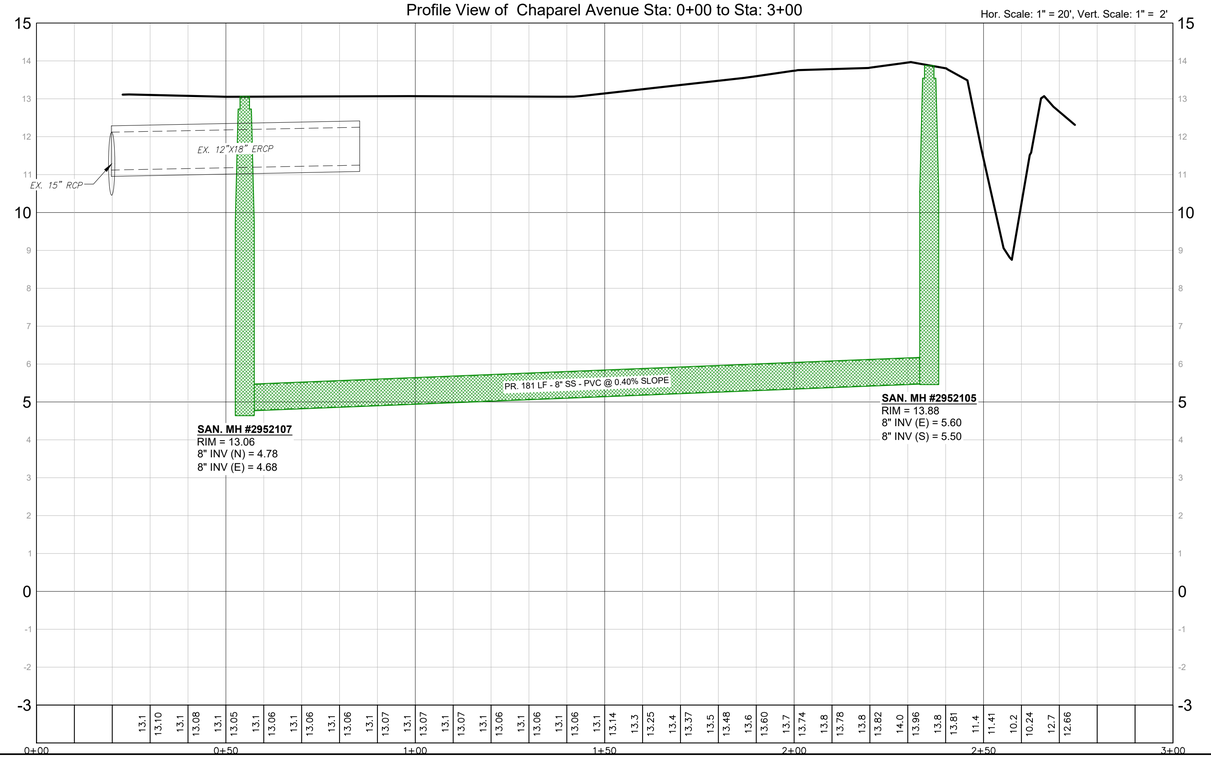
10



0 10 20 40
(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Chaparel Avenue Sta: 0+00 to Sta: 3+00

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((11)) MNT Jan 09, 2023 - 11:48am

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Gravity Sewer Expansion

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FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Chaparel Avenue
Plan & Profile
Station 0+00 to 3+00

SHEET NUMBER

11

LIFT STATION DETAILS:
SEE SHEET 23 FOR PLAN & PROFILE
SEE SHEET D-4 FOR BSU STANDARD DETAILS

CASTRO LIZBETH MARIBEL &
12095 MELROSE AVE
304726B40010D0090

GARCIA ERICKA
26748 LINCOLN AVE
304726B40010D0100

LANDIS SEAN P & KELSEY K
26736 LINCOLN AVE
304726B40010D0110

ROUSSEAU JOCELITO &
26712 LINCOLN AVE
304726B40010E0010

BHAGWANDEEN MOHANLAL J &
26700 LINCOLN AVE
304726B40010E0020

MAWBY NICHOLAS CHARLES &
26688 LINCOLN AVE
304726B40010E0030

Lift Station #295
RIM = 14.30
8" INV (E) = -2.33
4" PLUG VALVE

PR. 56 LF - 8" SS - PVC @ 0.40% SLOPE

4" FM - PVC DR18

12"X18" ERCP

PR. 233 LF - 8" SS - PVC @ 0.40% SLOPE

4" FM - 45° VERT BEND

4" FM - 45° VERT BEND

PR. CLEANOUT (TYPICAL)

4" FM - PVC DR18

18" MES

18" MES

PR. CLEANOUT (TYPICAL)

LINCOLN AVENUE
(CL OF R.O.W.)

4" FM - 45° HOR BEND

4" FM - 45° HOR BEND

STA: 3+32.8
O/S: 5.0 L

4" FM - 45° HOR BEND

PR. 338 LF - 8" SS - PVC @ 0.40% SLOPE

PR. 335 LF - 8" SS - PVC @ 0.40% SLOPE

SAN. MH #2952000
RIM = 13.26
8" INV (N) = -2.00
8" INV (W) = -2.10
8" INV (S) = -0.93

PR. 270 LF - 8" SS - PVC @ 0.40% SLOPE

PEREZ MICHAEL W & NAYRA
26761 LINCOLN AVE
304726B40010F0220

TOMAS IMELDA +
26749 LINCOLN AVE
304726B40010F0230

HURSTA SUSAN ANN &
26737 LINCOLN AVE
304726B40010F0240

CLEVENGER MICHAEL JAMES JR &
26725 LINCOLN AVE
304726B40010F0250

PADGETT MARC A & MANDI R TR
26713 LINCOLN AVE
304726B40010F0260

ADAMSON LESLIE MARIE
26701 LINCOLN AVE
304726B40010F0270

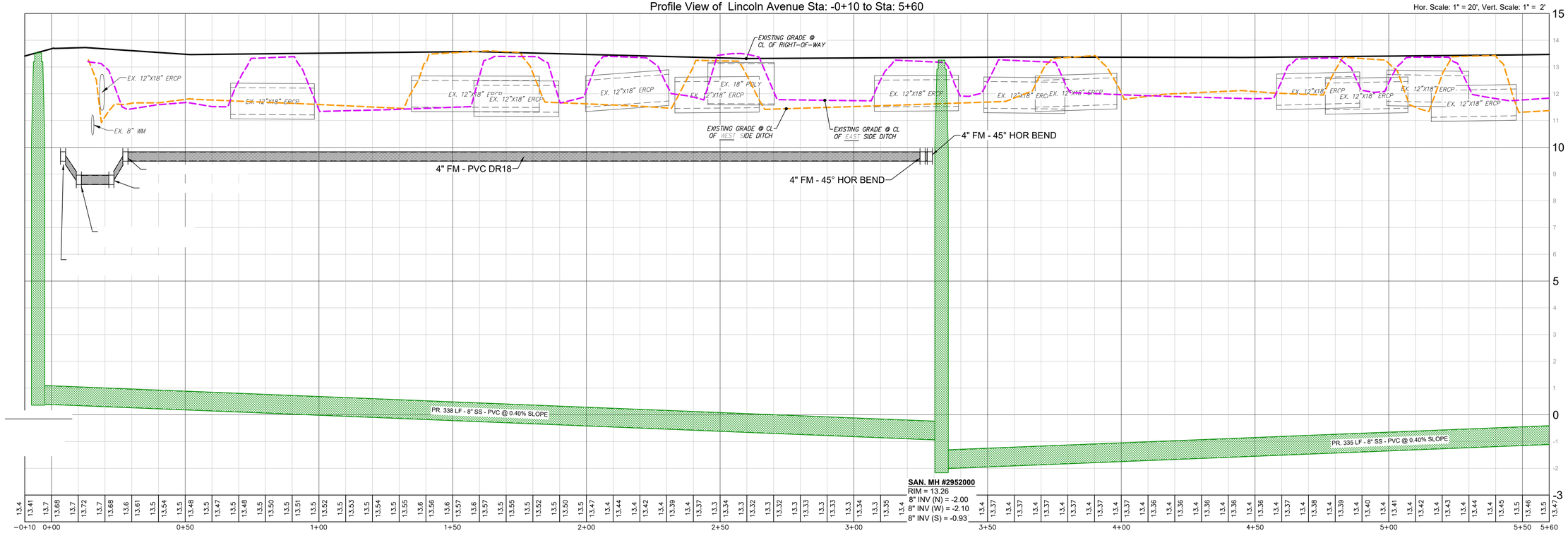
ORTEZ MIRIAN J
26689 LINCOLN AVE
304726B40010F0280

MATCHLINE SEE SHEET 13

(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Lincoln Avenue Sta: -0+10 to Sta: 5+60

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((12)) MNT Jan 09, 2023 - 11:48am

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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

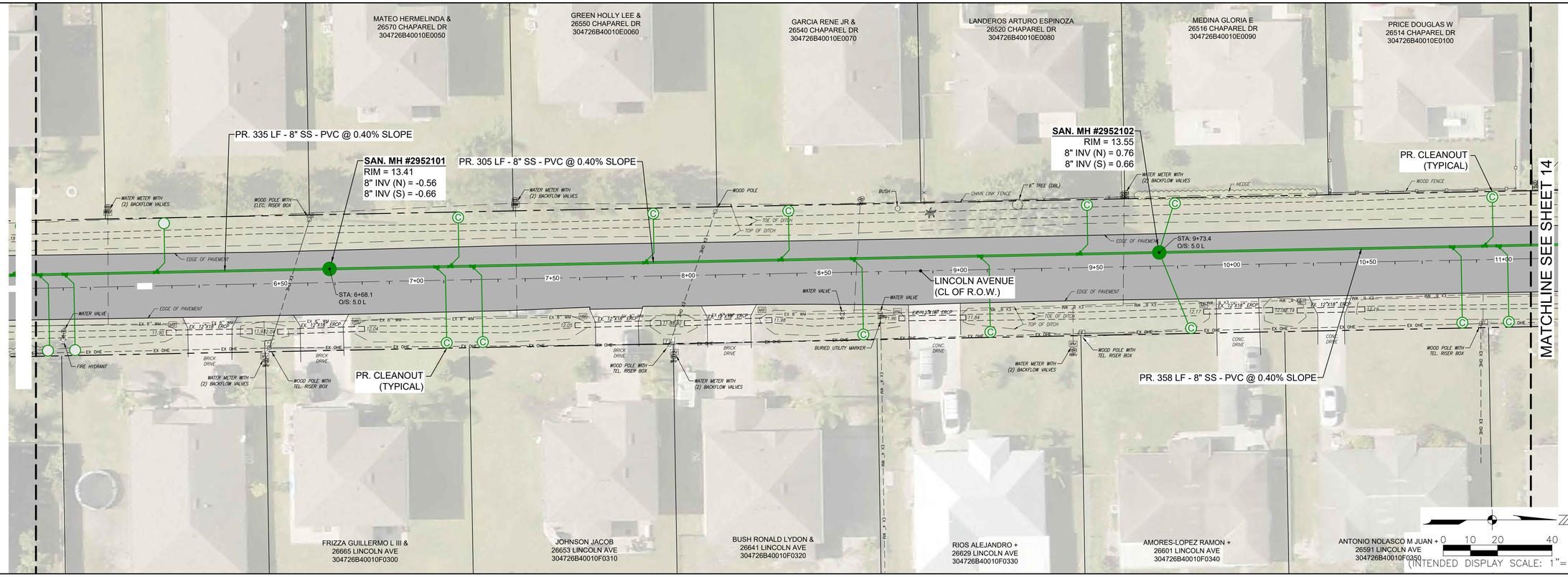
REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

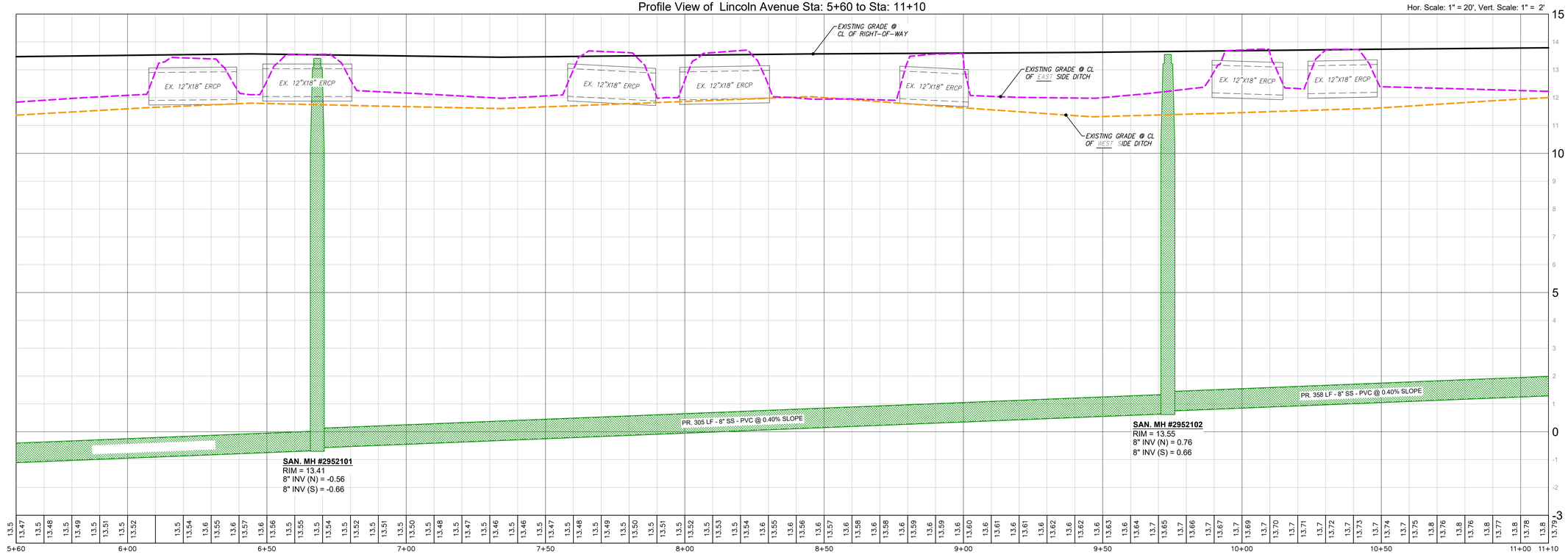
90% Construction Plans
Lincoln Avenue
Plan & Profile
Station 0+00 to 5+60

SHEET NUMBER
12



Profile View of Lincoln Avenue Sta: 5+60 to Sta: 11+10

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

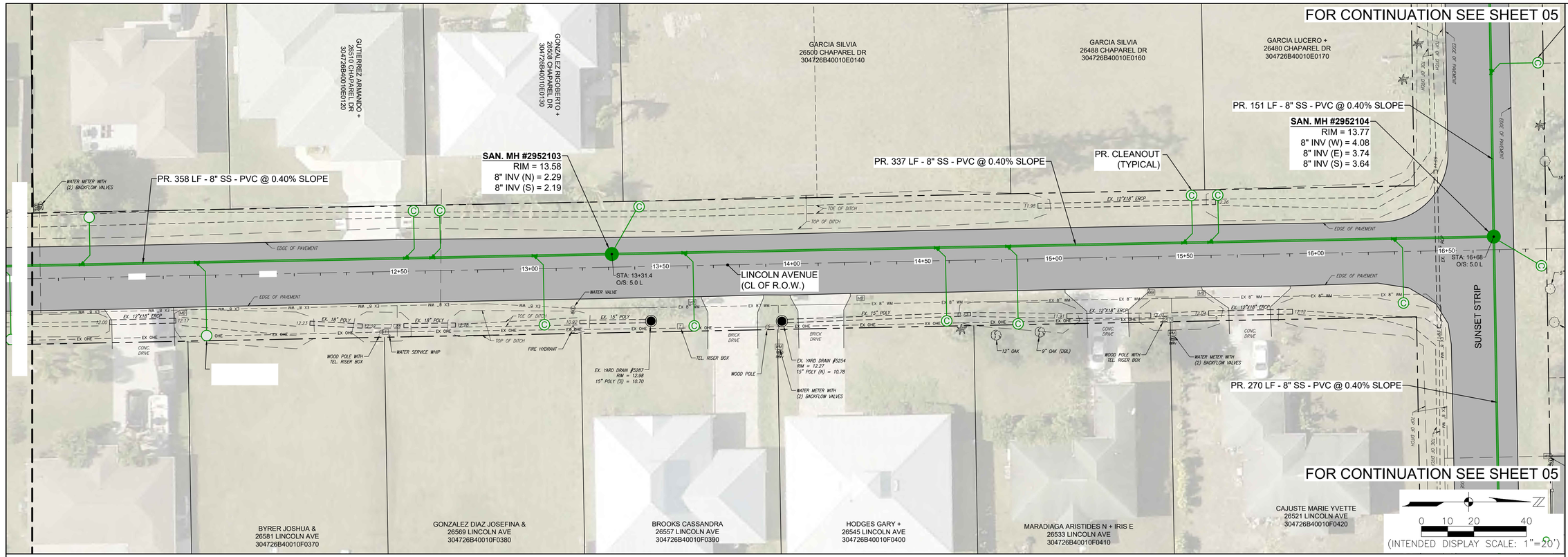
DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Lincoln Avenue
Plan & Profile
Station 5+60 to 11+10

SHEET NUMBER

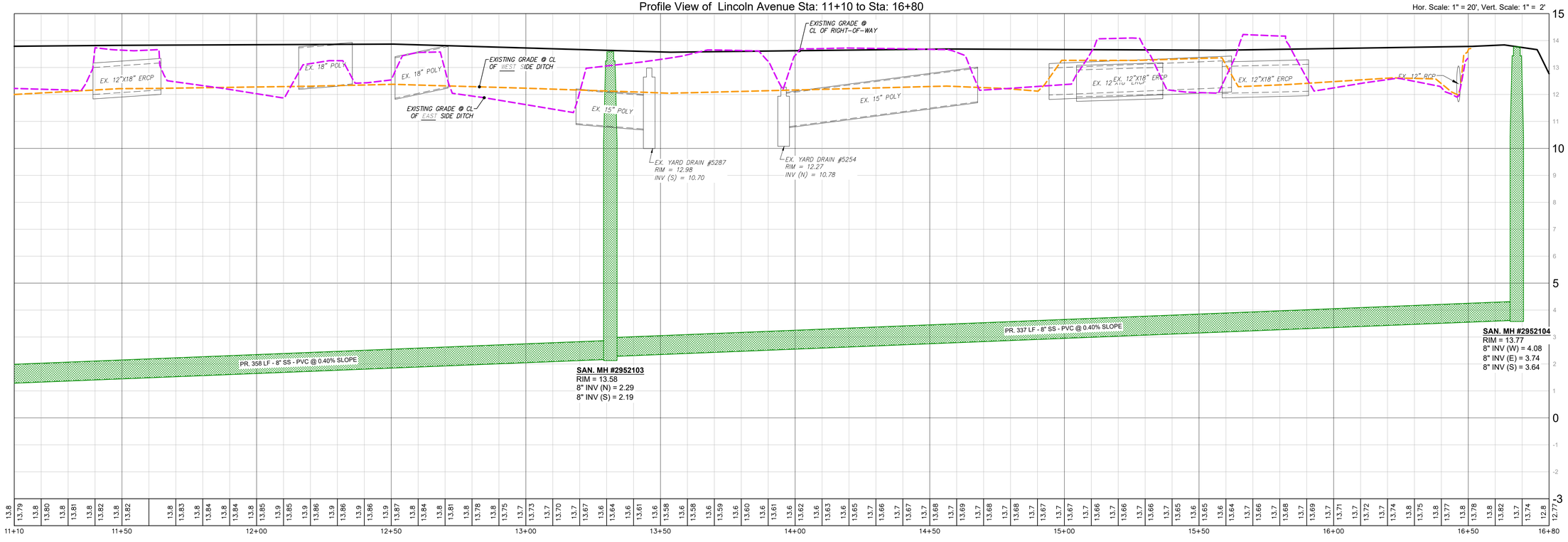
13

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((13)) MNT Jan 09, 2023 - 11:49am



Profile View of Lincoln Avenue Sta: 11+10 to Sta: 16+80

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((14)) MNT Jan 09, 2023 - 11:49am

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90% Construction Plans
Lincoln Avenue
Plan & Profile
Station 11+10 to 16+80

SHEET NUMBER

14

ELDEMIRE MELVIN D &
26760 SAVILLE AVE
304726B40010F0210

WATERS OLIVER ROBERT
26748 SAVILLE AVE
304726B40010F0200

ISME RICA & LUCKNER
26736 SAVILLE AVE
304726B40010F0190

CHAVEZ JULIAN +
26724 SAVILLE AVE
304726B40010F0180

PHILLIPS JOHN &
26712 SAVILLE AVE
304726B40010F0170

EHL SAMANTHA R +
26700 SAVILLE AVE
304726B40010F0160

MORELLI CRAIG STEVEN
26688 SAVILLE AVE
304726B40010F0150

PR. 270 LF - 8" SS - PVC @ 0.40% SLOPE

PR. 400 LF - 8" SS - PVC @ 0.40% SLOPE

PR. CLEANOUT (TYPICAL)

SAVILLE ROAD (CL OF R.O.W.)

PR. 400 LF - 8" SS - PVC @ 0.40% SLOPE

STA: 3+95
O/S: 5.0 R

PR. CLEANOUT (TYPICAL)

SAN. MH #2952308
RIM = 13.09
8" INV (N) = 3.79
8" INV (S) = 3.69

PR. 262 LF - 8" SS - PVC @ 0.40% SLOPE

MATCHLINE SEE SHEET 16

AHMED RAFE M & KHANDOKER R +
26761 SAVILLE AVE
304726B40010G0220

TAYLOR JEREMIAH DOUGLAS &
26749 SAVILLE AVE
304726B40010G0230

DLJ ENTERPRISES SWFL INC
26737 SAVILLE AVE
304726B40010G0240

TRANCHANT BONY
26725 SAVILLE AVE
304726B40010G0250

ORTIZ MILEIDYS L & JOSE E
26713 SAVILLE AVE
304726B40010G0260

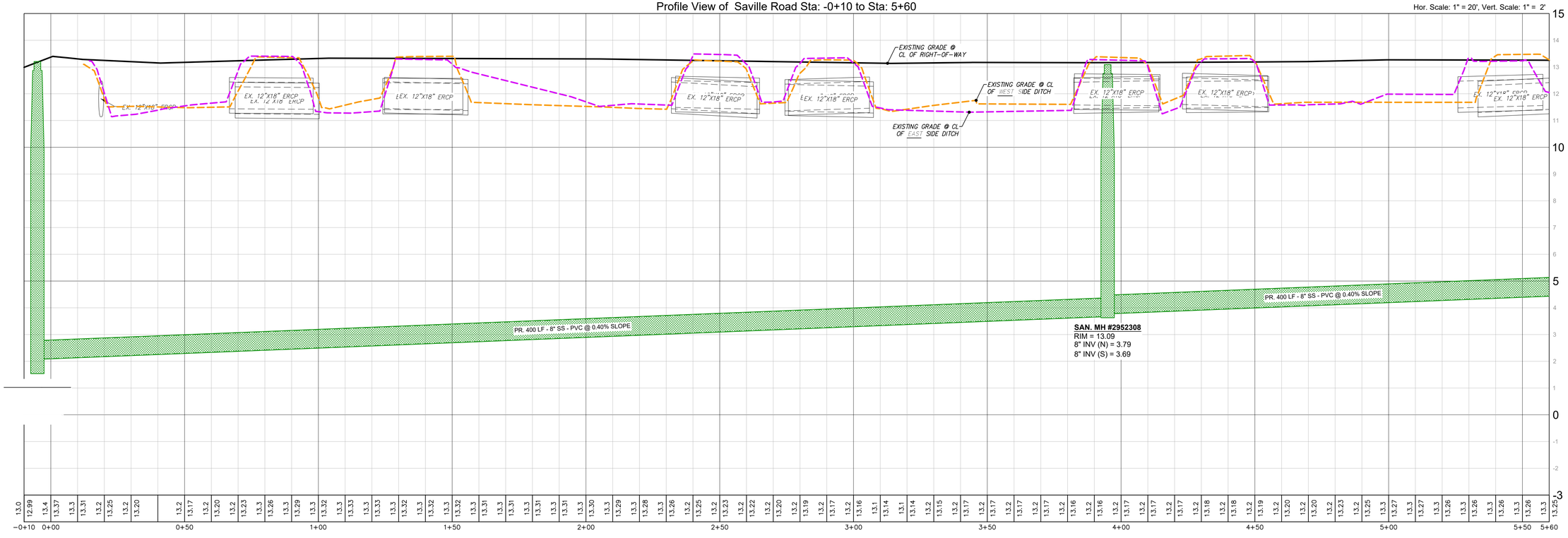
ROMERO EDWIN & EUTILIA
26701 SAVILLE AVE
304726B40010G0270

ANTONAS ELIAS
26688 SAVILLE AVE
304726B40010G0280

0 40
(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Saville Road Sta: -0+10 to Sta: 5+60

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((15)) MNT Jan 09, 2023 - 11:50am

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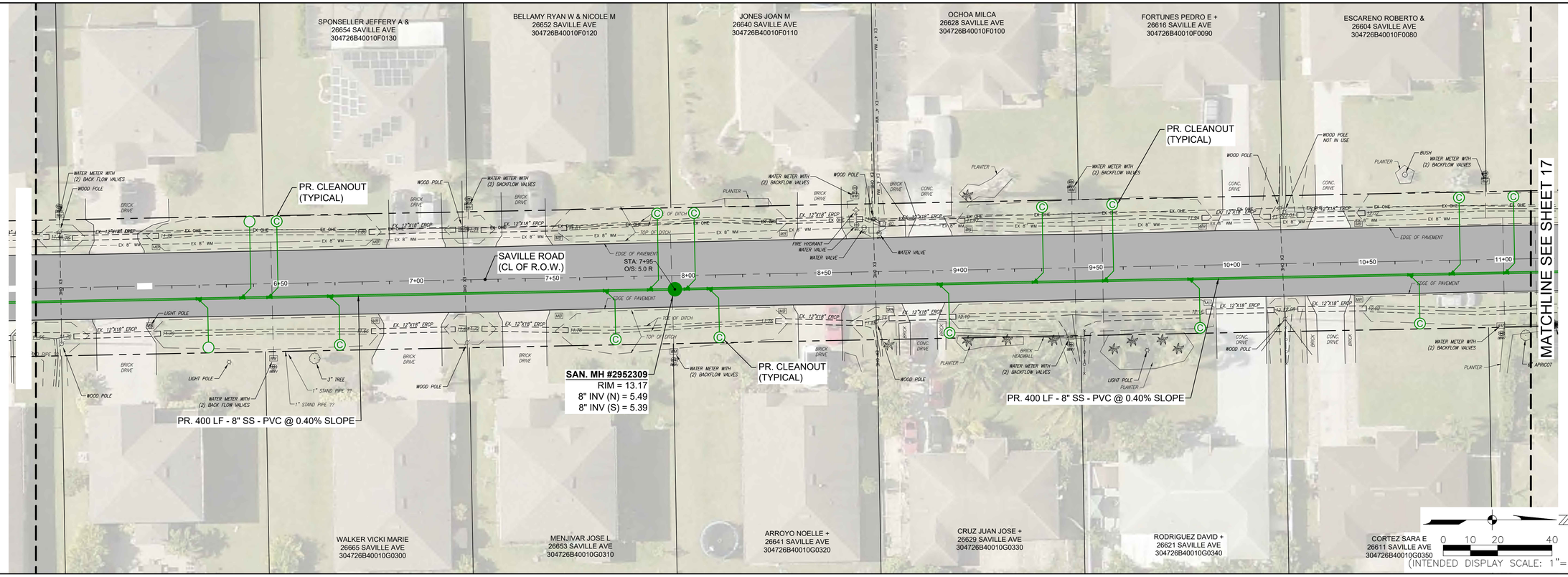
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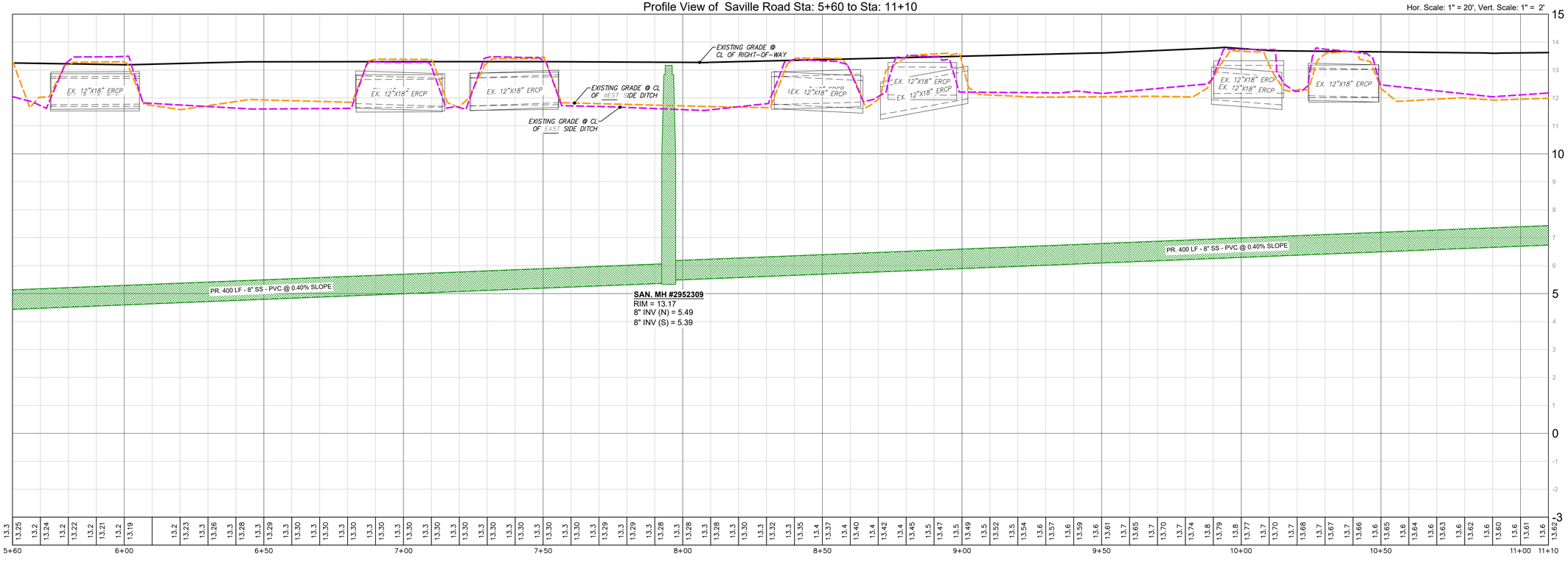
90% Construction Plans
Saville Road
Plan & Profile
Station 0+00 to 5+60

SHEET NUMBER
15



Profile View of Saville Road Sta: 5+60 to Sta: 11+10

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



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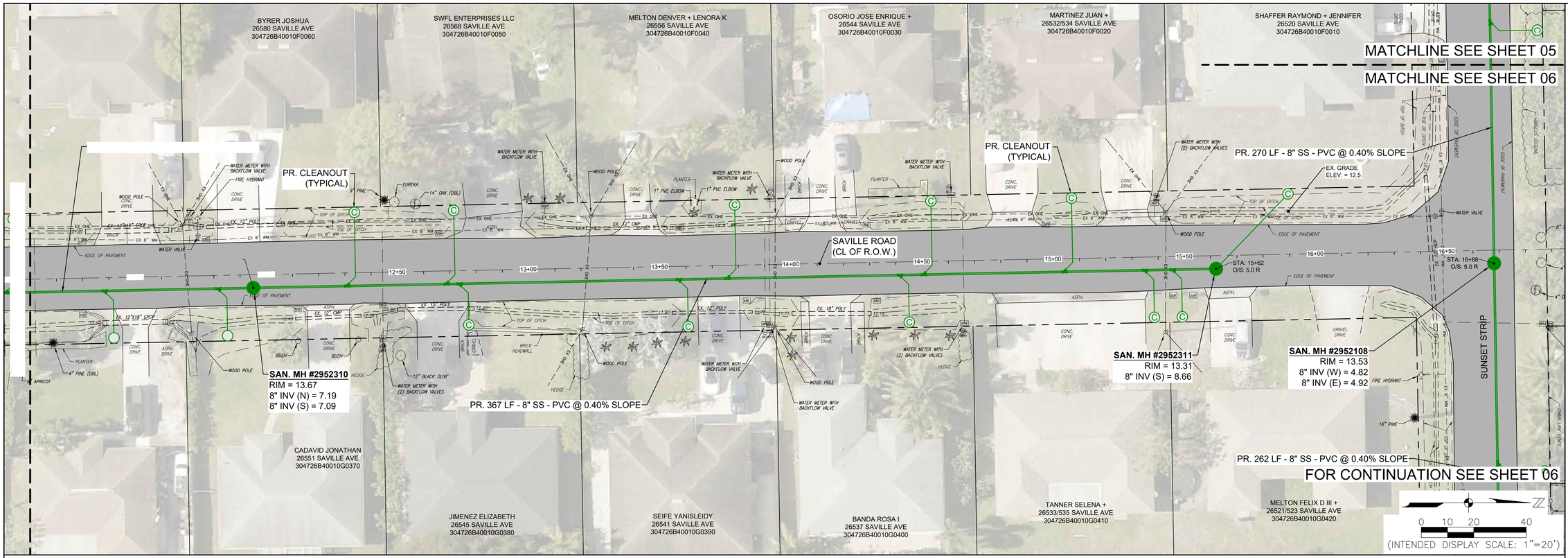
DATE:	JANUARY 9, 2023
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FILE NO.	30-47-26
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90% Construction Plans
Saville Road
Plan & Profile
Station 5+60 to 11+10

SHEET NUMBER

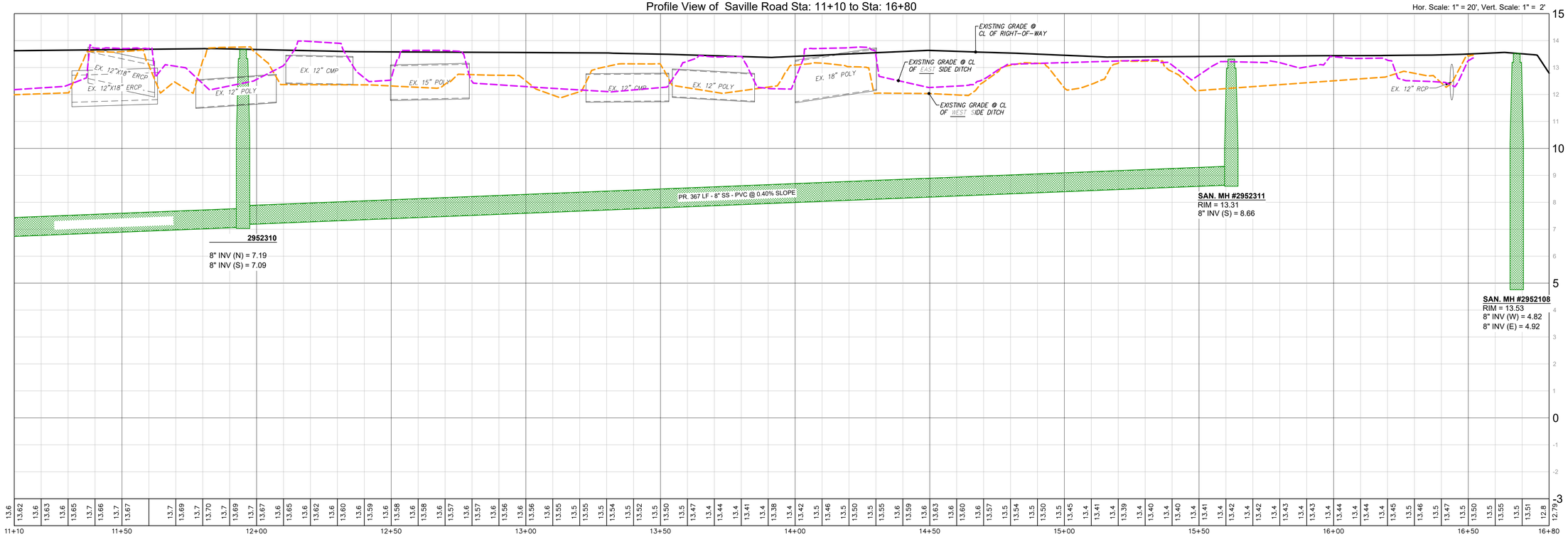
16

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((16)) MNT Jan 09, 2023 - 11:50am



Profile View of Saville Road Sta: 11+10 to Sta: 16+80

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



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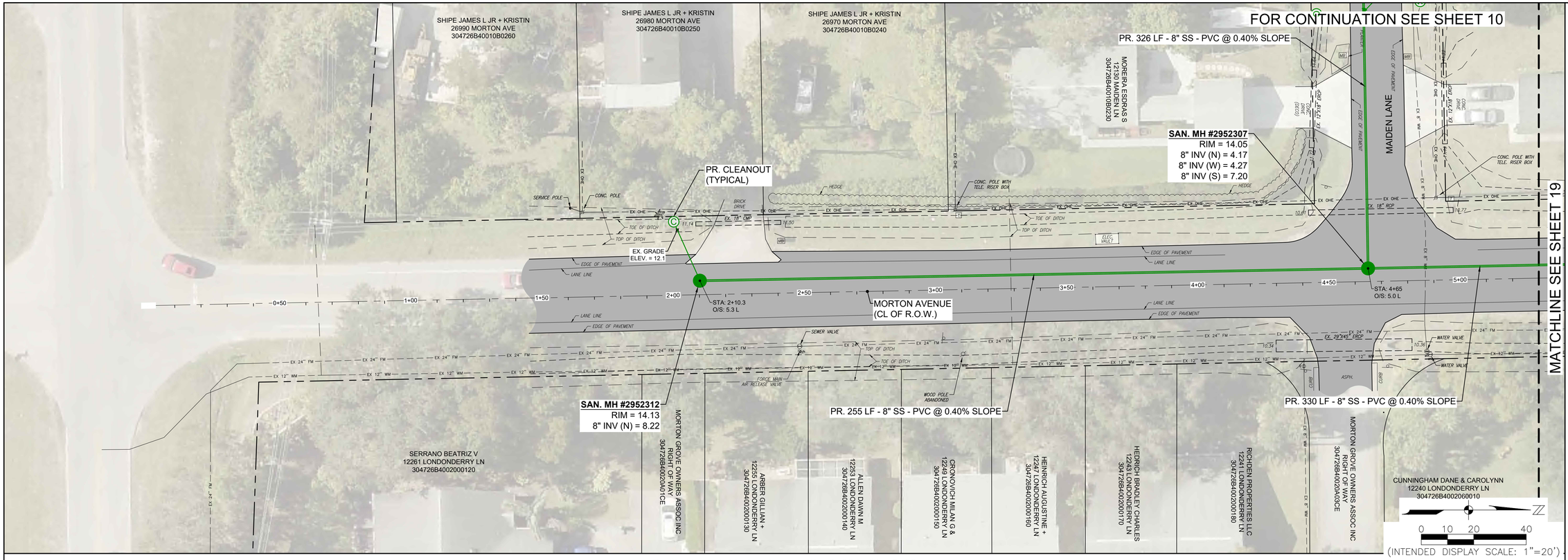
DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Saville Road
Plan & Profile
Station 11+10 to 16+80

SHEET NUMBER

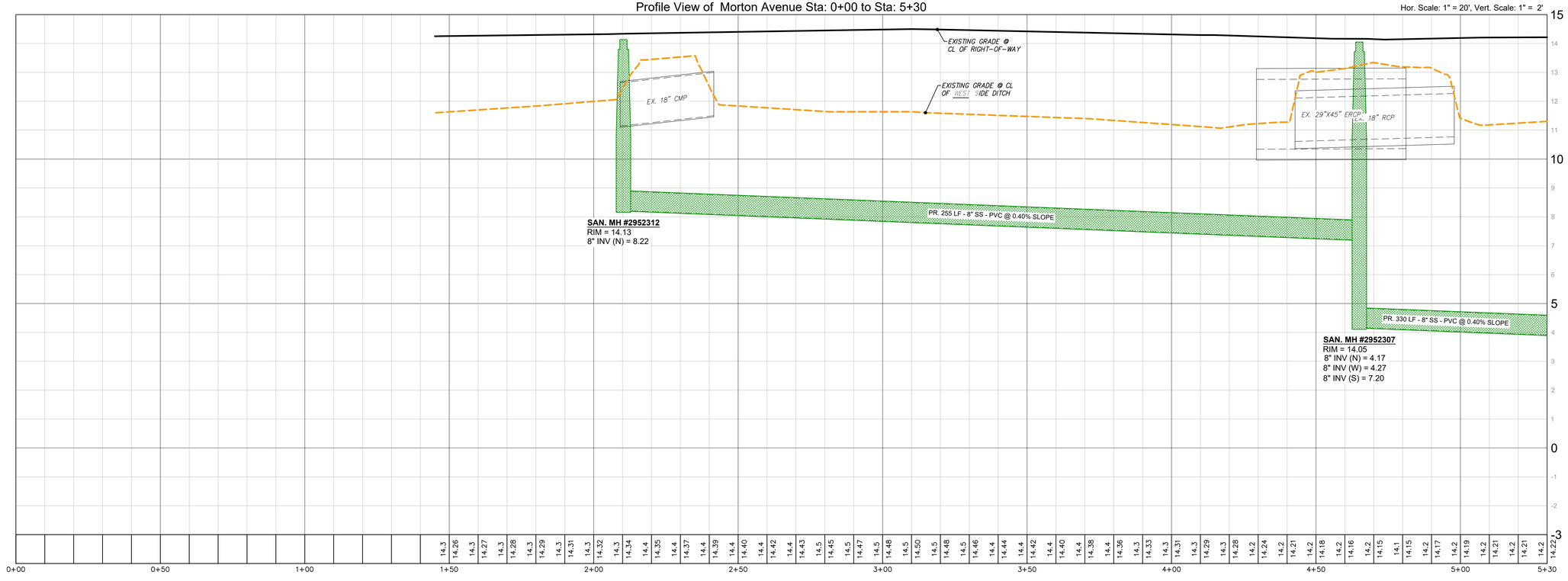
17

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((17)) MNT Jan 09, 2023 - 11:50am



Profile View of Morton Avenue Sta: 0+00 to Sta: 5+30

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

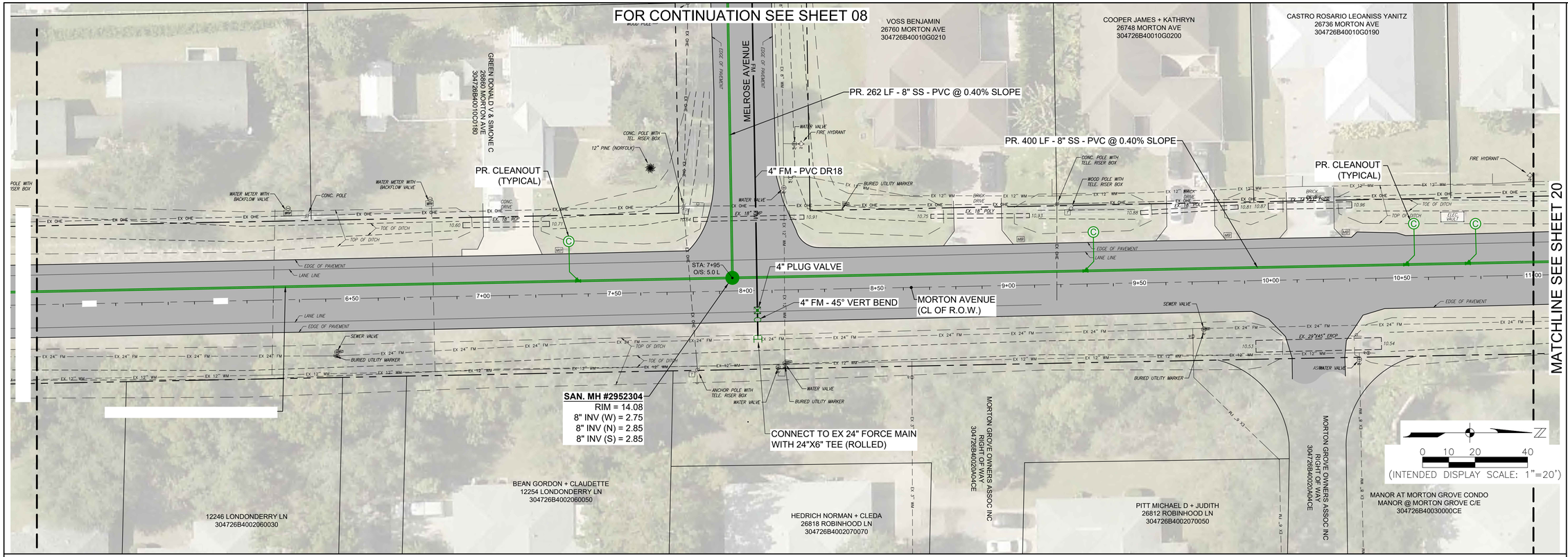
REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

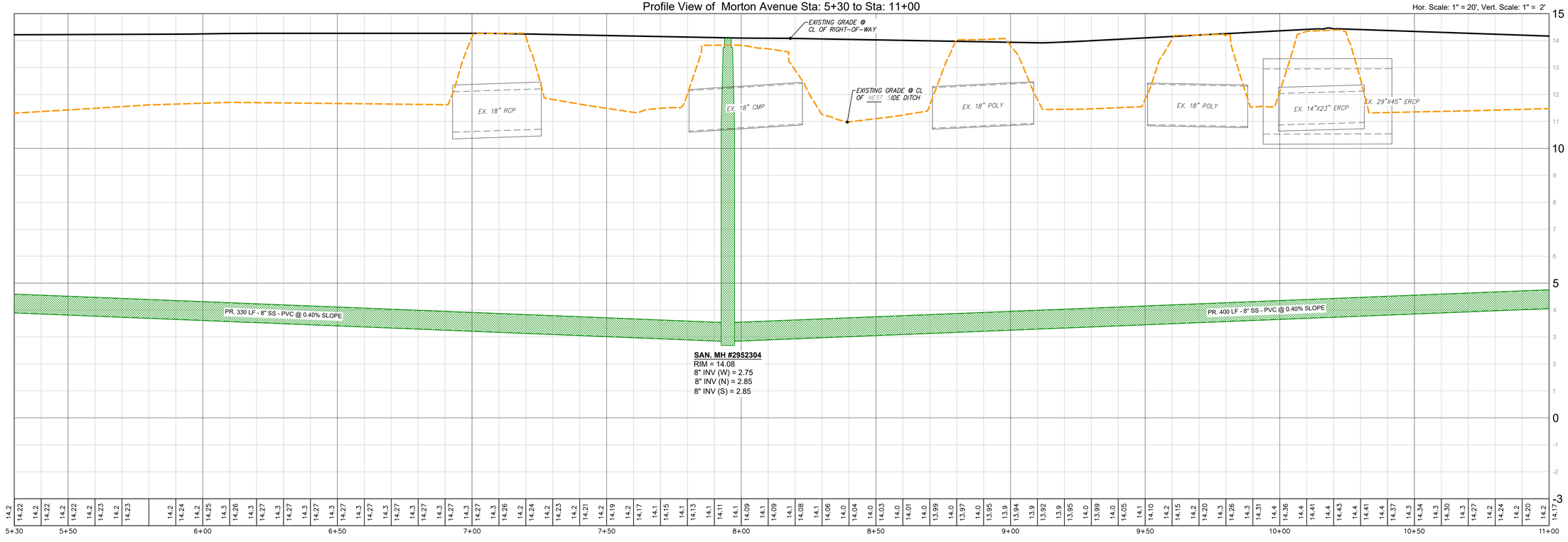
90% Construction Plans
Morton Avenue
Plan & Profile
Station 0+00 to 5+30

SHEET NUMBER
18



Profile View of Morton Avenue Sta: 5+30 to Sta: 11+00

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((19)) MNT Jan 09, 2023 - 11:51am

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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Morton Avenue
Plan & Profile
Station 5+30 to 11+00

SHEET NUMBER

19

BRADFORD MICHAEL A &

KAJA EDVIN + SAJMIRA
26700 MORTON AVE
304726B40010G0160

MANNA CHRISTIAN MISSIONS INC
26688 MORTON AVE
304726B40010G0150

CRIVELLO RENEE +
26676 MORTON AVE
304726B40010G0140

ALVARADO MARIO Y +
26664 MORTON AVE
304726B40010G0130

CONIDARIS JUSTIN & KASEY
26652 MORTON AVE
304726B40010G0120

HERNANDEZ AURORA &
26640 MORTON AVE
304726B40010G0110

MATCHLINE SEE SHEET 21

PR. CLEANOUT (TYPICAL)

PR. 400 LF - 8" SS - PVC @ 0.40% SLOPE

SAN. MH #2952313
RIM = 14.11
8" INV (N) = 4.55
8" INV (S) = 4.45

PR. 400 LF - 8" SS - PVC @ 0.40% SLOPE

MORTON AVENUE
(CL OF R.O.W.)

SAN. MH #2952314
RIM = 14.07
8" INV (N) = 6.25
8" INV (S) = 6.15

PR. 379 LF - 8" SS - PVC @ 0.40% SLOPE

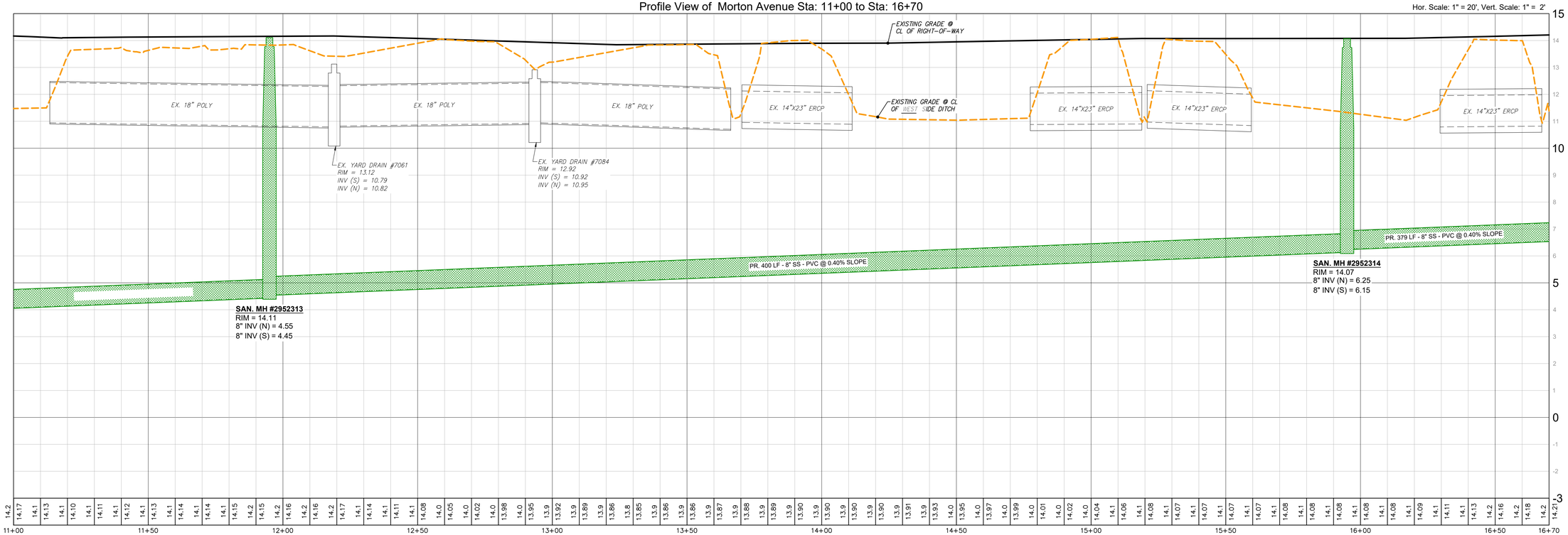
16+00
STA: 15+95
O/S: 5.0 L

MANOR AT MORTON GROVE CONDO
MANOR @ MORTON GROVE C/E
304726B40030000CE

0 10 20 40
(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Morton Avenue Sta: 11+00 to Sta: 16+70

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



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Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

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PROJECT NO.	20192239-000
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SCALE:	AS SHOWN

90% Construction Plans
Morton Avenue
Plan & Profile
Station 11+00 to 16+70

SHEET NUMBER

20

VEGA ERNESTO +
26622 MORTON AVE
304726B40010G0090

TORRES RAYMUNDO +
26610 MORTON AVE
304726B40010G0080

PADILLA FELIPE + LILIA G
26592 MORTON AVE
304726B40010G0070

MCDANIEL WALTER + DEBRA A
26580 MORTON AVE
304726B40010G0060

SHAUGHNESSY ELIZABETH +
26568 MORTON AVE
304726B40010G0050

GUALE NELLY M
26556 MORTON AVE
304726B40010G0040

HERRON HAROLD A
26544 MORTON AVE
304726B40010G0030

PR. CLEANOUT (TYPICAL)

PR. CLEANOUT (TYPICAL)

EX. GRADE ELEV. = 11.6

EX. GRADE ELEV. = 11.2

STA: 19+74
O/S: 5.0 L

STA: 20+83.7
O/S: 5.0 L

SAN. MH #2952315
RIM = 14.05
8" INV (S) = 7.77

SAN. MH #2952110
RIM = 13.90
8" INV (N) = 7.61

PR. 379 LF - 8" SS - PVC @ 0.40% SLOPE

PR. 384 LF - 8" SS - PVC @ 0.40% SLOPE

MORTON AVENUE
(CL OF R.O.W.)

MANOR AT MORTON GROVE CONDO
MANOR @ MORTON GROVE C/E
304726B40030000CE

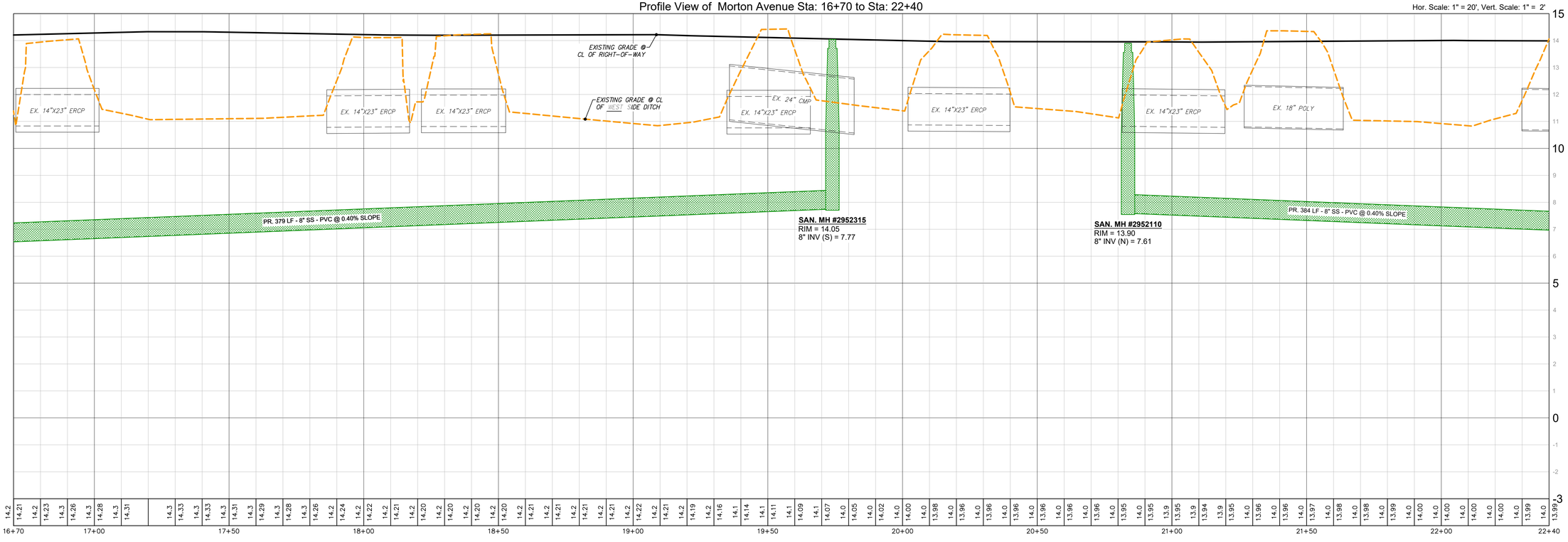
R + A OF SOUTHWEST FLORIDA INC
26575 MORTON AVE
304726B4000012030

MATCHLINE SEE SHEET 22

0 10 20 40
(INTENDED DISPLAY SCALE: 1"=20')

Profile View of Morton Avenue Sta: 16+70 to Sta: 22+40

Hor. Scale: 1" = 20', Vert. Scale: 1" = 2'



\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_PP.dwg ((21)) MNT Jan 09, 2023 - 11:52am

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FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

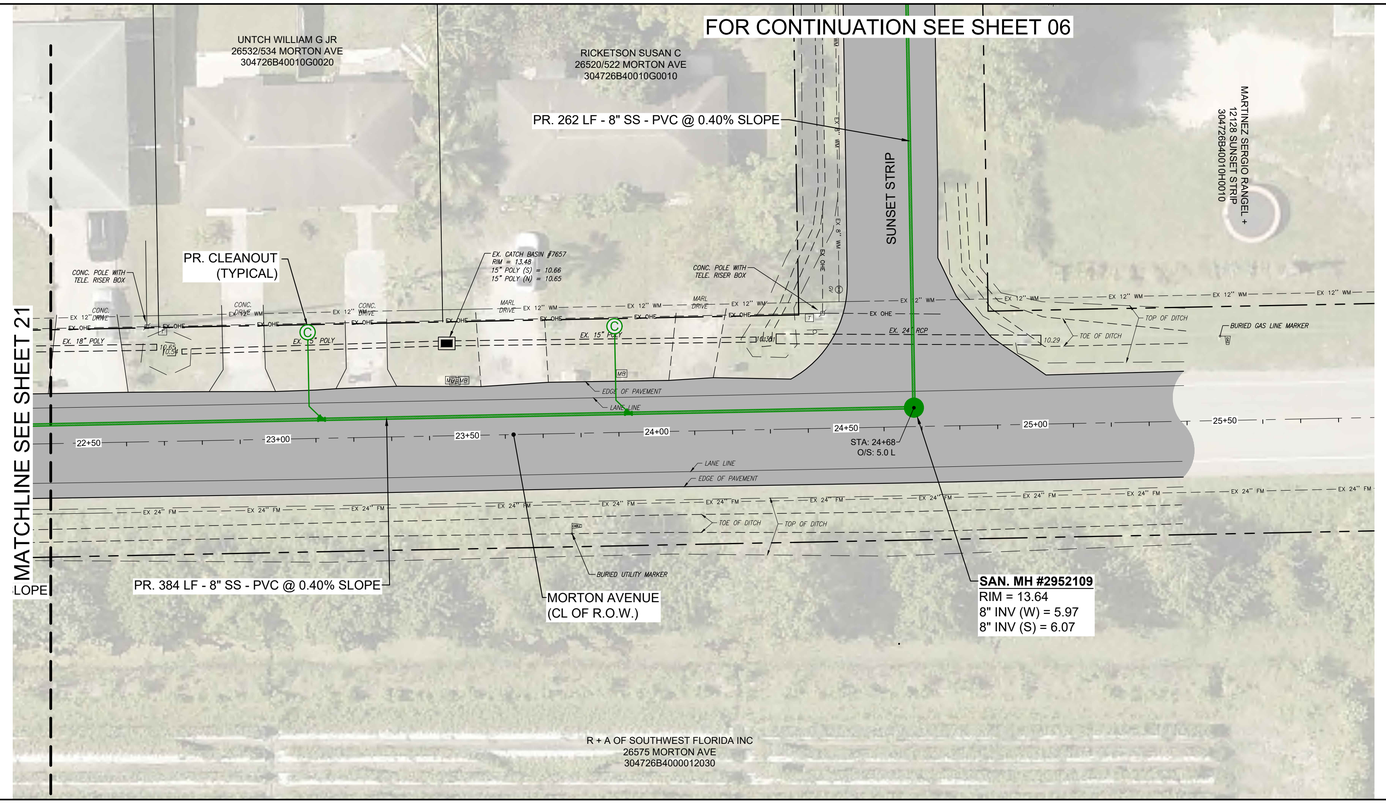
NO.	DESCRIPTION	DATE

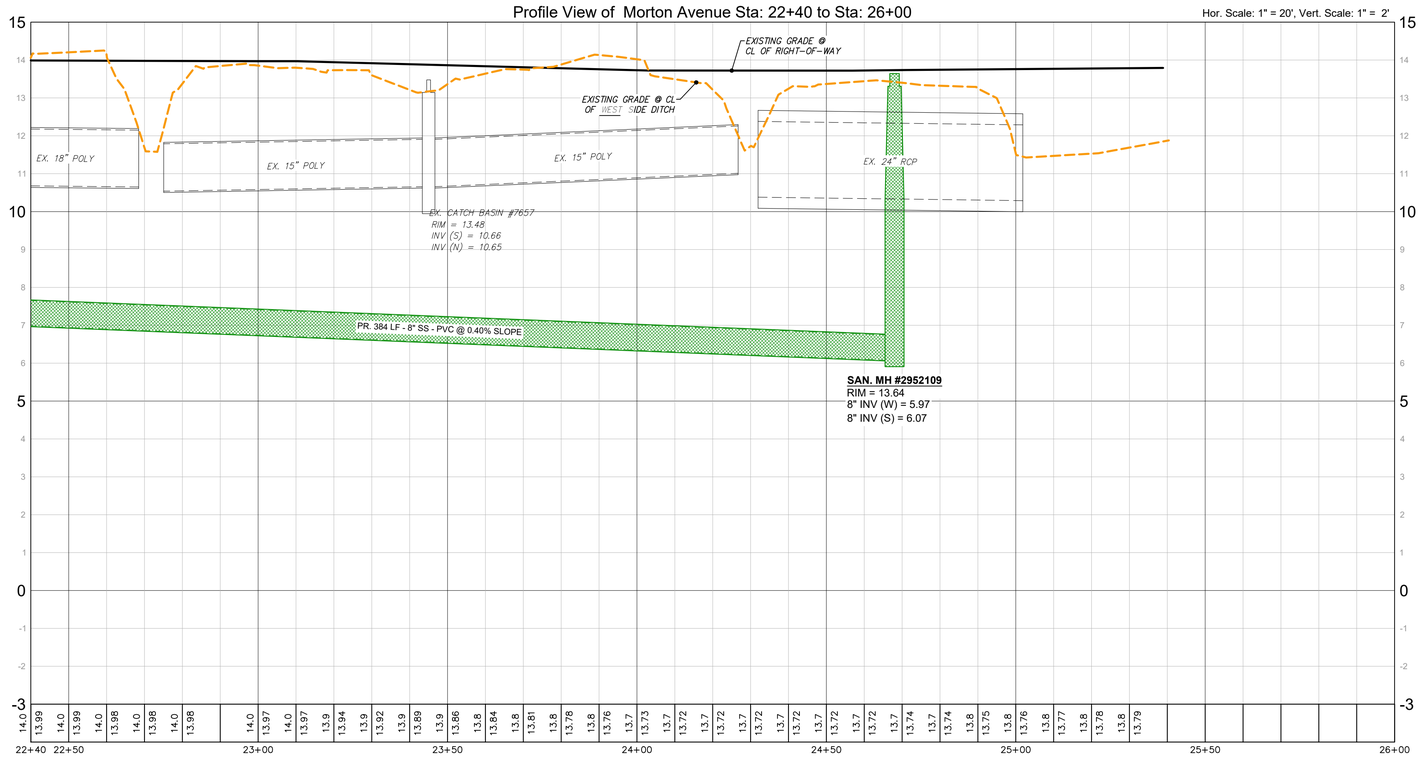
DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Morton Avenue
Plan & Profile
Station 16+70 to 22+40

SHEET NUMBER

21





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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

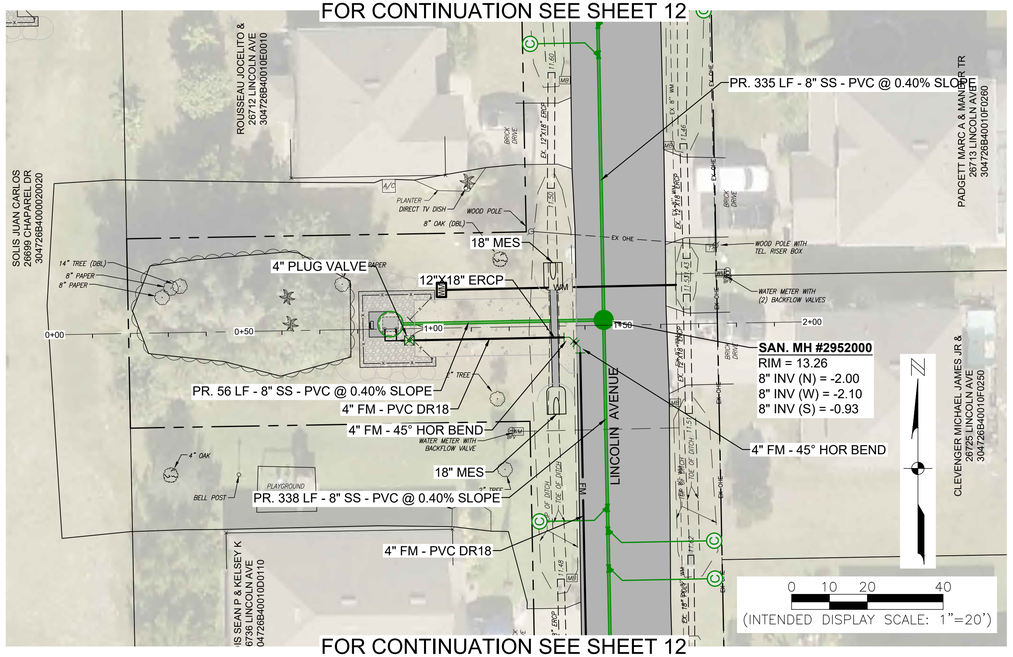
DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Morton Avenue
Plan & Profile
Station 22+40 to 26+00

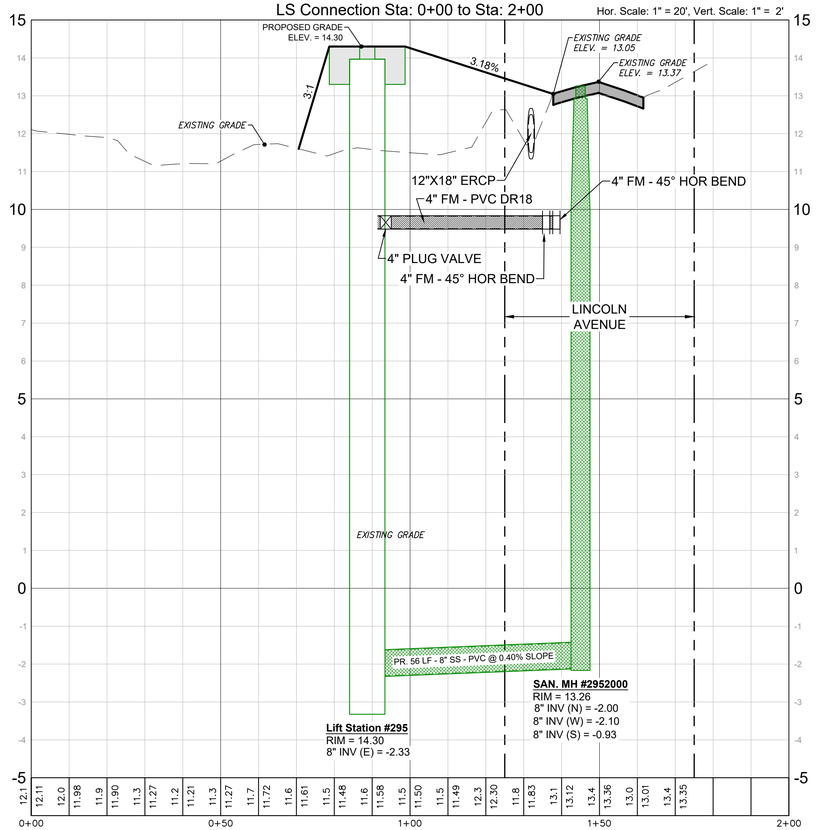
SHEET NUMBER

22

FOR CONTINUATION SEE SHEET 12



FOR CONTINUATION SEE SHEET 12



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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

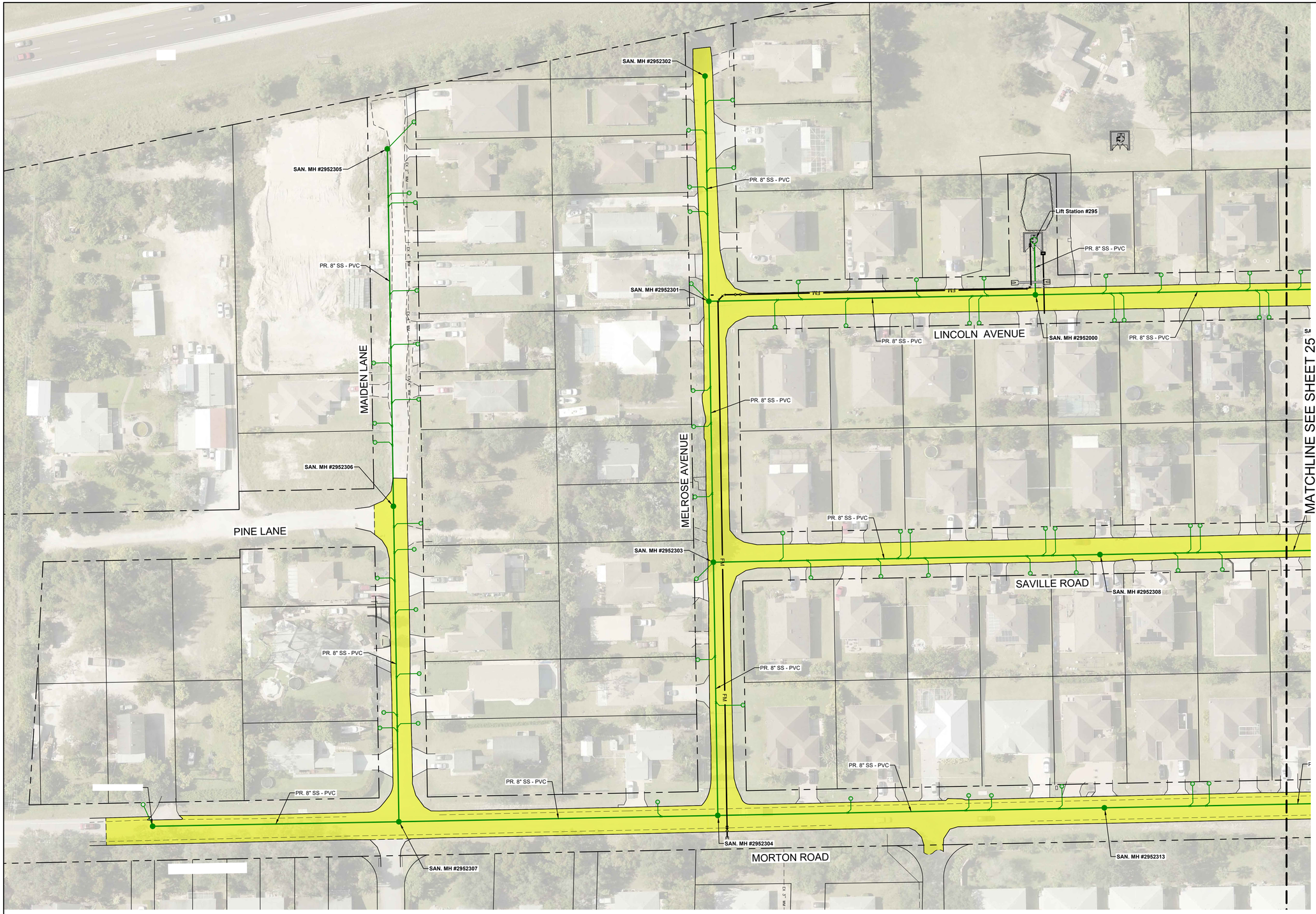
NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

90% Construction Plans
Lift Station Plan & Profile Connection

SHEET NUMBER

23



0 25 50 100

(INTENDED DISPLAY SCALE: 1"=50')

ROADWAY RESTORATION

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_Restoration.dwg ((23)) MNT Jan 09, 2023 - 11:54am

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Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

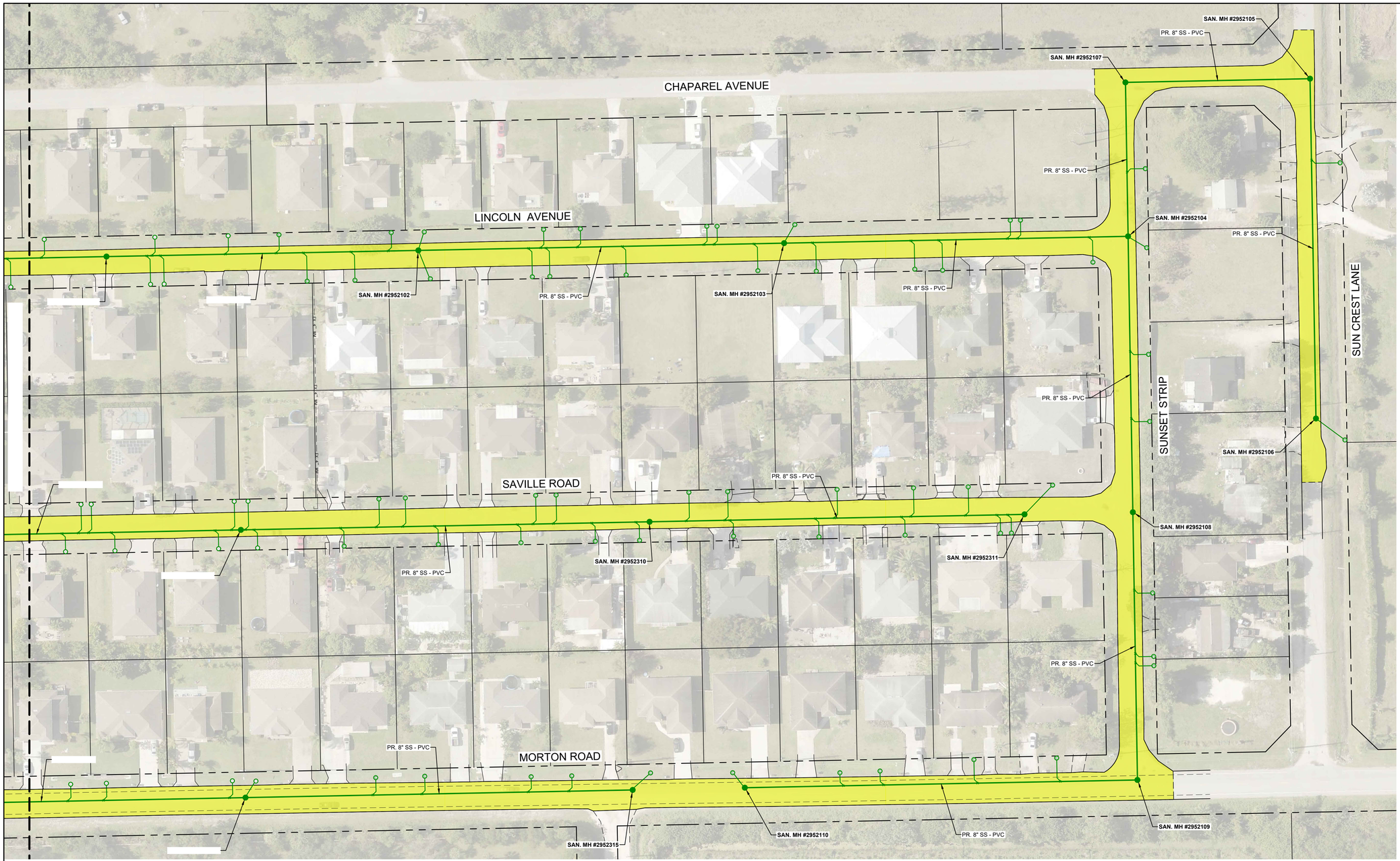
NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Restoration Plan
1 of 2

SHEET NUMBER

24



0 25 50 100
(INTENDED DISPLAY SCALE: 1"=50')

ROADWAY RESTORATION

\\FTMS01\Drawings\2019\20192239-000\Utilities\Drawings\20192239-000_Restoration.dwg ((24)) MNT Jan 09, 2023 - 11:54am

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FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion

Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

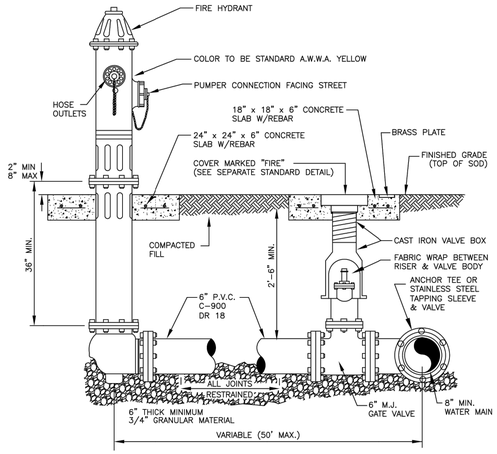
NO.	DESCRIPTION	DATE

DATE:	JANUARY 9, 2023
PROJECT NO.	20192239-000
FILE NO.	30-47-26
SCALE:	AS SHOWN

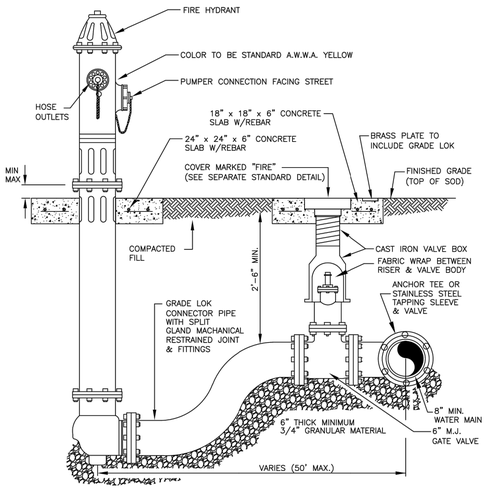
90% Construction Plans
Restoration Plan
2 of 2

SHEET NUMBER

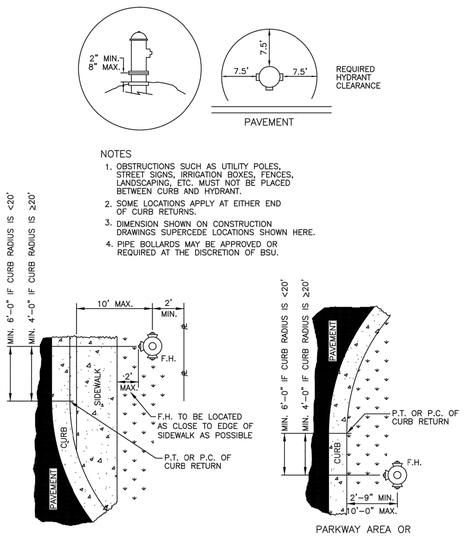
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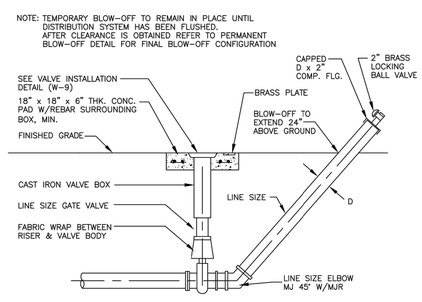
FIRE HYDRANT ASSEMBLY
W-2



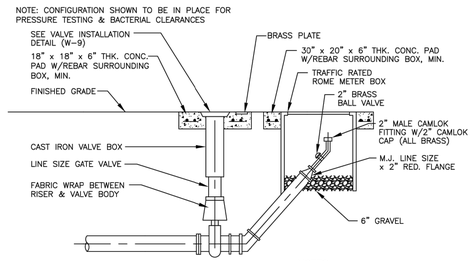
FIRE HYDRANT ASSEMBLY WITH GRADE-LOK ADAPTOR
W-3



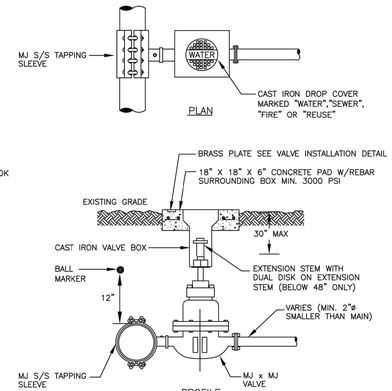
FIRE HYDRANT LOCATIONS/CLEARANCE
W-4

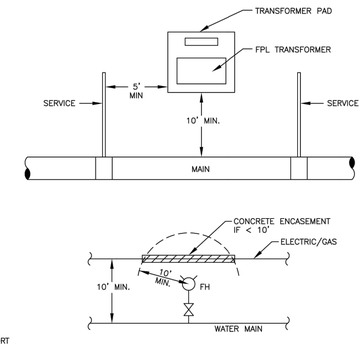


TEMPORARY BLOW-OFF ASSEMBLY DETAIL
W-6



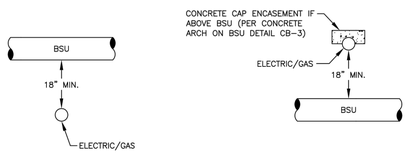
PERMANENT BLOW-OFF ASSEMBLY DETAIL
W-5



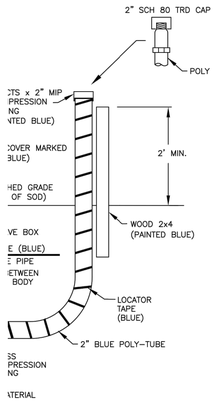


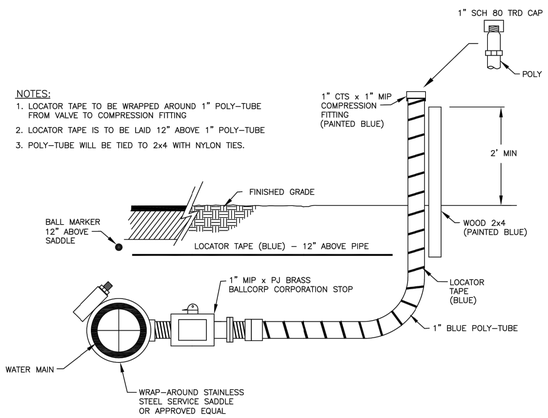
NOTES:
1. SEE VALVE INSTALLATION DETAIL FOR VALVE SUPPORT
2. REQUIRES WRITTEN BSU APPROVAL

TAPPING SLEEVE AND VALVE
W-11

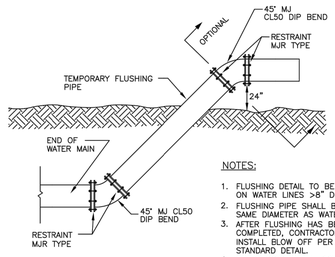


ELECTRICAL / GAS CLEARANCE
W-15





1" POTABLE WATER SERVICE
W-13



WATER MAIN FLUSHING DETAIL
W-8

NOTES:
1. FLUSHING DETAIL TO BE USED ON WATER LINES >8" DIAMETER.
2. FLUSHING PIPE SHALL BE THE SAME DIAMETER AS WATER MAIN.
3. AFTER FLUSHING HAS BEEN COMPLETED, CONTRACTOR SHALL INSTALL BLOW OFF PER STANDARD DETAIL.
4. CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE FOR FLUSHED WATER.

DETAIL W-7 DELETED
DETAIL W-10 DELETED
DETAIL W-14 DELETED

CONSULTANTS COMMENTS:

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONES)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CLIENT:

PROJECT:

TITLE: WATER DETAILS

SCALE: NOT TO SCALE

DATE: APRIL 2019

DWG #: WDET.DWG

SHEET OF

Bonita Springs Utilities, Inc.
11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992-0711 FAX: (239) 992-9223

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
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Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS
NO. | DESCRIPTION | DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Water Main Details

SHEET NUMBER
D-1

etails) MNT Jan 09, 2023 - 11:54am

TEES			REDUCERS (SEE NOTES)		
ANCH SIZE	Lrn (FT.)	Lbr (FT.)	SIZE	L(A) (FT.)	L(B) (FT.)
4"	10	11	6 x 4	64	43
6" R LESS	10 10	34 FITTING ONLY	8 x 6	60	46
8" 6" R LESS	10 10 10	59 17 FITTING ONLY	8 x 4	153	79
			10 x 8	55	44
			10 x 6	133	81
10" 8" R LESS	10 10 10	80 45 FITTING ONLY	12 x 10	46	38
			12 x 8	104	69
12" 10" 8" R LESS	10 10 10 10	79 49 15 FITTING ONLY	16 x 12	61	45
			16 x 10	103	63
			20 x 16	58	45
16" 12" 10" R LESS	10 10 10 10	73 38 16 FITTING ONLY	20 X 12	139	81
			24 x 20	55	45
20" 16" 12" OR LESS	10 10 10 10	95 63 24 FITTING ONLY	24 x 16	128	82
24" 20" 16" 12" OR LESS	10 10 10 10	116 87 53 10 FITTING ONLY			

ST

AN DRY SAND FINE
: ROCK OR PIT
LL MECH. COMPACTED
95% MAX. DENSITY
T-180
% IN PAVED AREAS)

TED BY
RESENTATIVE

IED
) ONLY
TO
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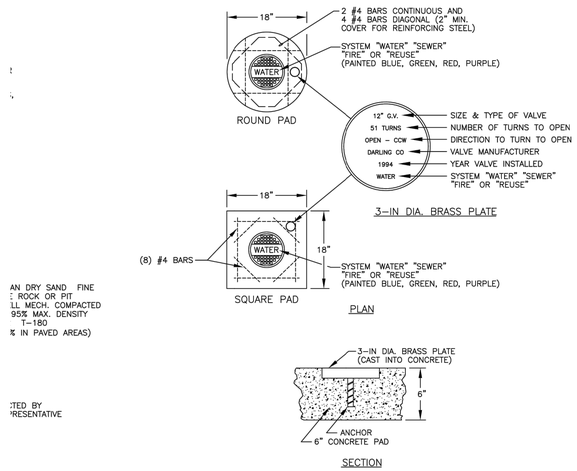
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main, 3 ft. minimum	Water Main, 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is the preferred	Alternate 3 ft. minimum, Water Main
Vacuum Sanitary Sewer	Water Main, 10 ft. preferred, 3 ft. minimum	Water Main, 12 inches preferred, 6 inches minimum	Alternate 3 ft. minimum, Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main, 10 ft. preferred, 6 ft. minimum (3)	Water Main, 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is the preferred	Alternate 6 ft. minimum, Water Main
Sanitary Sewer Force Main, Reclaimed Water (4)	10 ft. minimum	---	---

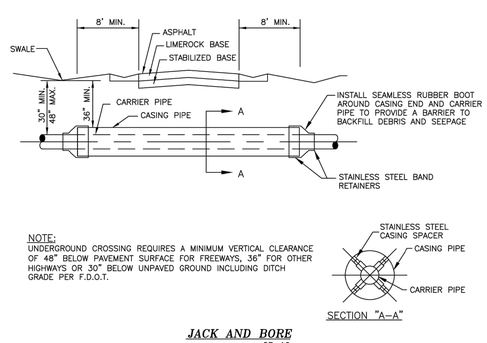
(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

CROSSING DETAIL
CB-7

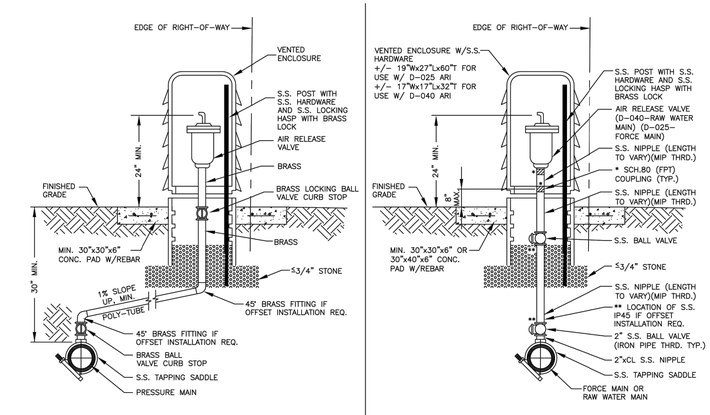


VALVE PAD
CB-11



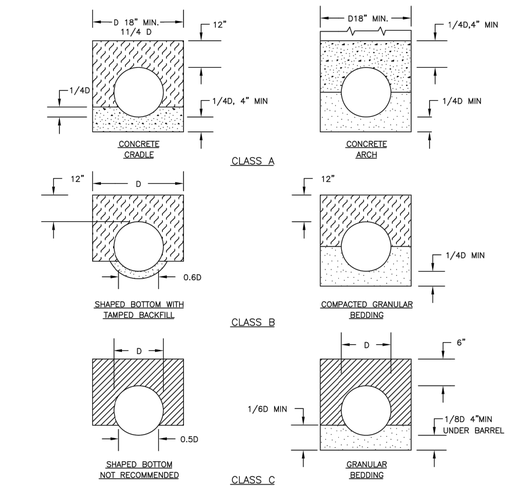
NOTE:
UNDERGROUND CROSSING REQUIRES A MINIMUM VERTICAL CLEARANCE OF 48" BELOW PAVEMENT SURFACE FOR FREEWAYS, 36" FOR OTHER HIGHWAYS OR 30" BELOW UNPAVED GROUND INCLUDING DITCH GRADE PER F.D.O.T.

JACK AND BORE
CB-10



AIR RELEASE VALVE (WATER)
(2" ONLY)
CB-4

AIR RELEASE VALVE (RAW WATER/SEWER)
(2" ONLY)
CB-4

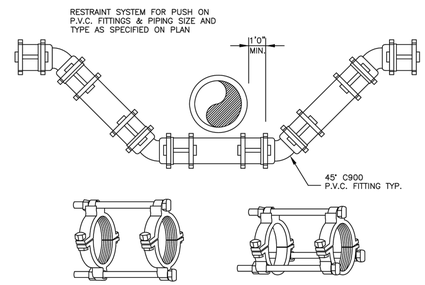


LEGEND
- CAREFULLY TAMPED BACKFILL
- PLAIN OR REINFORCED CONC.
- FINE GRANULAR FILL
- COMPACTED GRANULAR MATERIAL
- LIGHTLY COMPACTED BACKFILL
- LOOSE BACKFILL

SOURCE: ASCE MANUAL NO.37 (WPCF MANUAL OF PRACTICE NO.37)

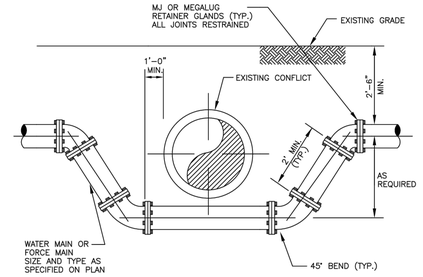
PIPE BEDDING
CB-3

DETAIL CB-2 DELETED

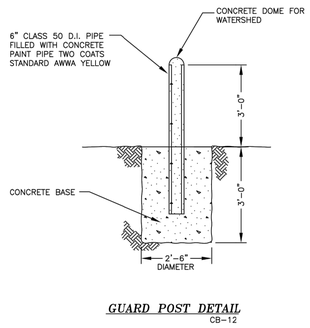


RESTRAINT DETAIL FOR ADJUSTING PVC PRESSURE LINE DUE TO CONFLICTS

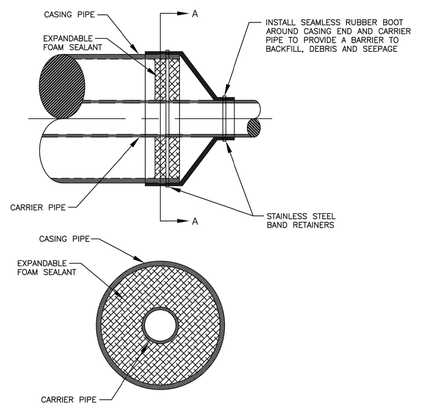
PVC PRESSURE LINE CONFLICT ADJUSTMENT FITTINGS
CB-6



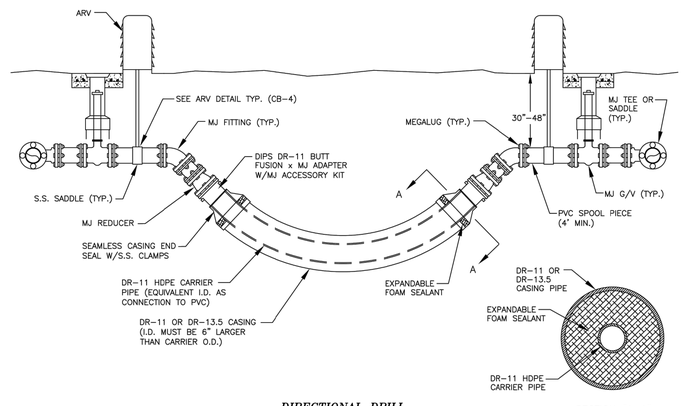
CONFLICT ADJUSTMENT MJ
CB-8



GUARD POST DETAIL
CB-12



END SEAL/CASING PIPE
CB-13



DIRECTIONAL DRILL
CB-14

CONSULTANTS COMMENTS:

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONS)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CLIENT:

PROJECT:

Bonita Springs Utilities, Inc.

TITLE: COMBINATION WATER/WASTEWATER DETAILS

SCALE: NOT TO SCALE

DATE: APRIL 2019

11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992-0711 FAX: (239) 992-9223

DWG #: COMBDET.DWG

SHEET OF

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Combination
Water-Wastewater Details

SHEET NUMBER

D-2

: COVER
7')

USH W/CONCRETE PAD &
UNPAVED AREAS (SS-8)

'AR
AX ADJUSTMENT RING
D) WITH UNIFORM I.D. &
TE OR APPROVED
NO BRICK)

PPROVED JOINT WRAP
ROUND EXTERIOR
F MANHOLE

4 @ 12" O/C E.W. OR
QUAL PER A.S.T.M. C-478

PPROVED JOINT WRAP
ROUND EXTERIOR
F MANHOLE

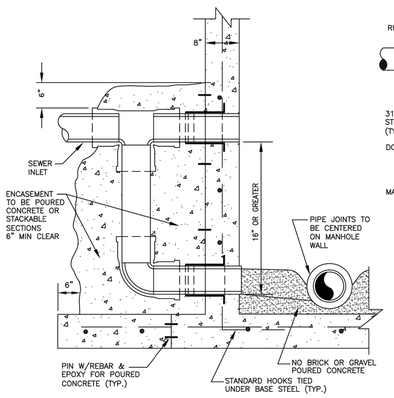
LEXIBLE RUBBER SLEEVE
ITH STAINLESS STEEL
TRAP (SEE DETAIL A)

4 LIFTING LUGS
EQUALLY SPACED

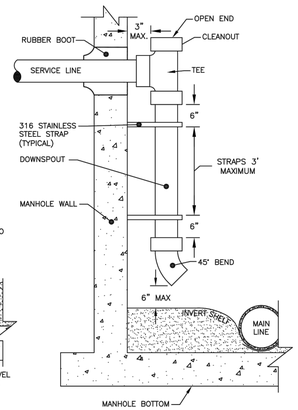
F CUT IS < 12.33'
IF CUT IS > 12.33'
T IS FROM RIM TO INVERT)

EVEL

C E.W.

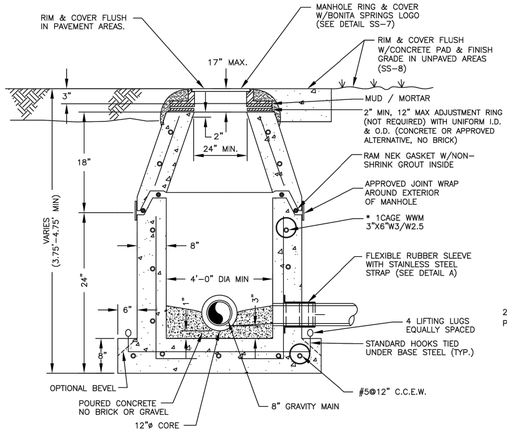


EXTERNAL DROP MANHOLE CONNECTION

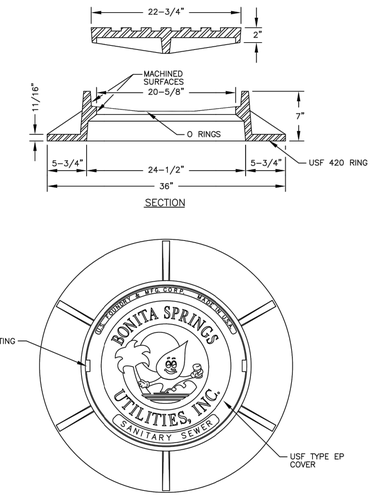


INTERNAL DROP MANHOLE CONNECTION
(WITH WRITTEN BSU APPROVAL ONLY)

DROP MANHOLE CONNECTIONS
SS-3

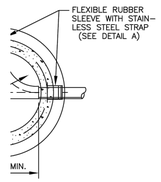


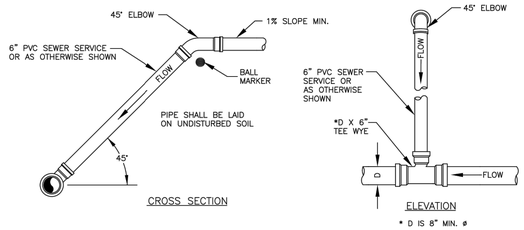
SHALLOW MANHOLE
SS-4



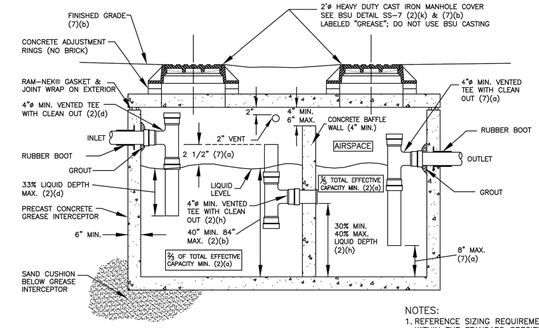
MANHOLE RING & COVER DETAIL
SS-7

* COVER W/BSU CASTING NOT TO BE USED FOR GREASE INTERCEPTORS; GREASE INTERCEPTOR COVERS TO BE LABELED "GREASE".



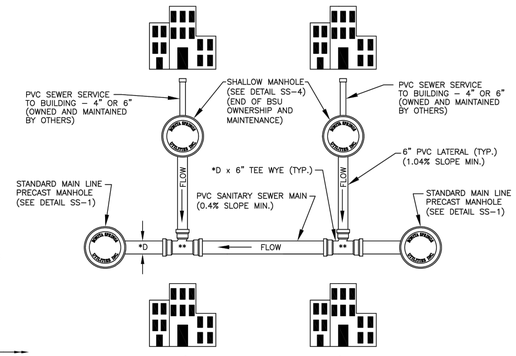


SEWER CONNECTION FOR DEPTHS OVER 8 FEET
SS-10



GRAVITY GREASE INTERCEPTOR
SS-11

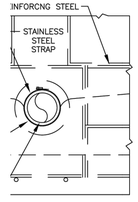
NOTES:
1. REFERENCE SIZING REQUIREMENTS WITHIN THE STANDARD SPECIFICATIONS
2. (#)(x) REFERS TO SECTION IN FLORIDA ADMINISTRATIVE CODE CHAPTER 64E-6.013
3. TRAFFIC RATED PER F.A.C. 64E-6.013 (1)(f)



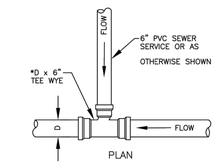
CONNECTION OPTIONS WITH SHALLOW MANHOLES FOR MULTIPLE MULTI-FAMILY OR MULTI-UNIT/MULTI STORY COMMERCIAL BUILDINGS
SS-25

* D IS 8" MIN. ø
** CAN ALSO CONNECT DIRECTLY TO A M.H. WITH A 6" LATERAL

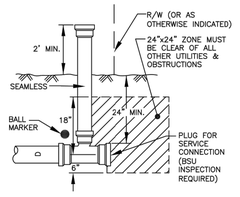
INFORCNG STEEL
STAINLESS STEEL STRAP



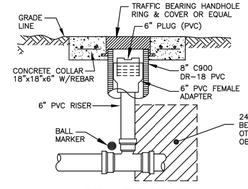
ELEVATION



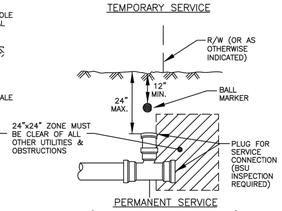
SEWER SERVICE CONNECTION
* D IS 8" MIN. ø



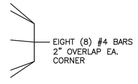
TEMPORARY SERVICE

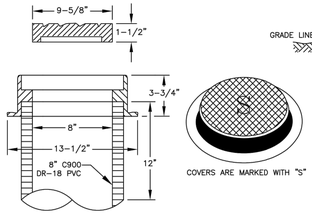


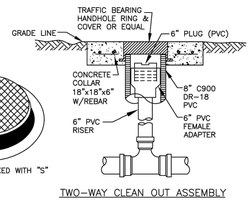
PERMANENT SERVICE



PERMANENT SERVICE
(REQUIRES WRITTEN BSU APPROVAL)

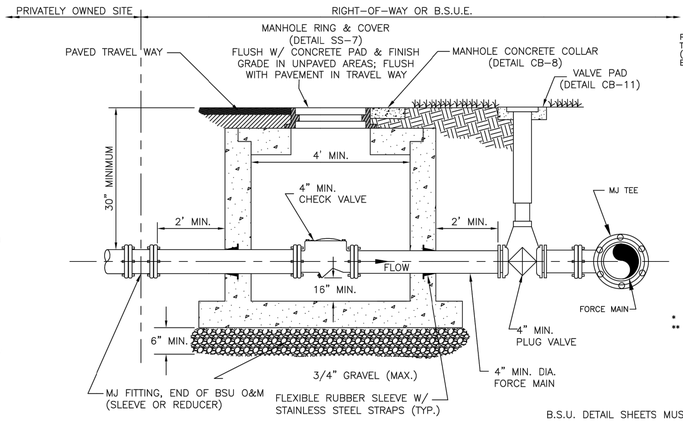






TWO-WAY CLEAN OUT ASSEMBLY

CLEANOUT ASSEMBLY
SS-9



CHECK VALVE VAULT
SS-11

DETAIL SS-5 DELETED
DETAIL SS-2 DELETED

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONS)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CONSULTANTS COMMENTS:

CLIENT:

PROJECT:

Bonita Springs Utilities, Inc.

TITLE: WASTEWATER DETAILS

SCALE: NOT TO SCALE

DATE: APRIL 2019

11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992-0711 FAX: (239) 992-9223

DWG #: WWDET.DWG

SHEET OF

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

90% Construction Plans
Wastewater Details

SHEET NUMBER
D-3

etails (3)) MNT Jan 09, 2023 - 11:54am

L DATA

		PIPE DIA		HATCH DIM		
I	J	K	L	M	N	P
-8.33	2'	4" (MIN)	21.32	32"	48"	26"
		4" (MIN)		32"	48"	26"
		4" (MIN)		32"	48"	26"
		4" (MIN)		32"	48"	26"

DESIGN FLOW DATA			FLOOD ELEV. DATA	
ERVED	AVERAGE DAILY FLOW (GPM)	PEAK DESIGN FLOW (GPM)	*** 25 YR FL. ELE.	*** 100 YR FL. ELE.
	35,250	99	13.5	14.3

PER. SOUTHERN LEE CO FLOOD MIT. PLAN, 2020

D WET WELL
ITED TO B.S.U.

PS-10

ORDINATED WITH THE

JCTION,
AND MATERIALS.
AND MAINTENANCE OF

BUILDING DEPARTMENT

STEEL.

SIZED BY THE ELECTRICAL
VOLTAGE FROM POWER

CAL, SERVICE CONDUITS, PUMP STATION
ON. FINAL APPROVAL REQUIRED BY BSU.

MP DISCHARGE.

SPECIFICATIONS).

ED.

PUMP STATIONS

PS-11

IG THE OUTSIDE

'S AND
R AND
ORS).

PS-12

Bonita Springs Utilities, Inc.

IN CASE OF EMERGENCY
CONTACT BSU
239-992-0711

8"

10-1/2"

TOW AWAY

7 DAYS A WEEK ZONE 24 HRS A DAY

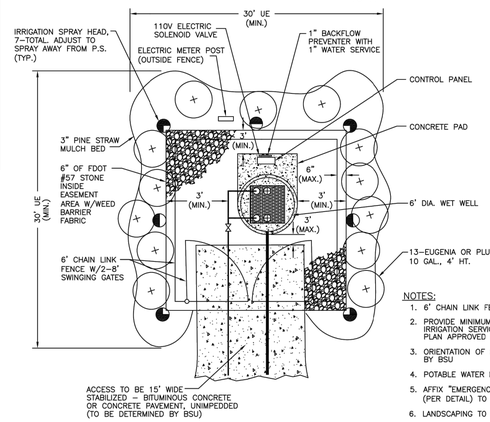
UNAUTHORIZED VEHICLES & VESSELS WILL BE TOWED AT OWNER'S EXPENSE

FL. ST. STATS. 715.07 713.78

24"

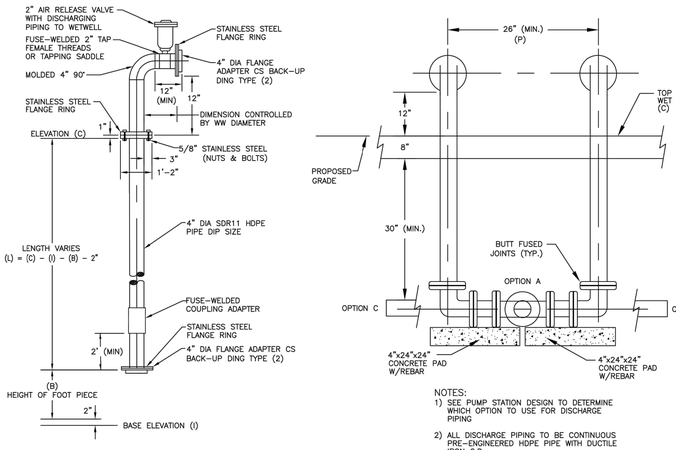
18"

PUMP STATION SIGNAGE
PS-14



NOTES:
1. 6' CHAIN LINK FENCING PER BSU SPECIFICATIONS
2. PROVIDE MINIMUM PLANTING SCHEDULE AND IRRIGATION SERVICE NOTED ABOVE OR DEVELOPER PLAN APPROVED BY BSU
3. ORIENTATION OF PUMP STATION TO BE PROVIDED BY BSU
4. POTABLE WATER METER AND BOX LOCATION PER BSU
5. AFFIX "EMERGENCY CONTACT" & "NO PARKING" SIGNS (PER DETAIL) TO FENCE
6. LANDSCAPING TO BE WITHIN EASEMENT

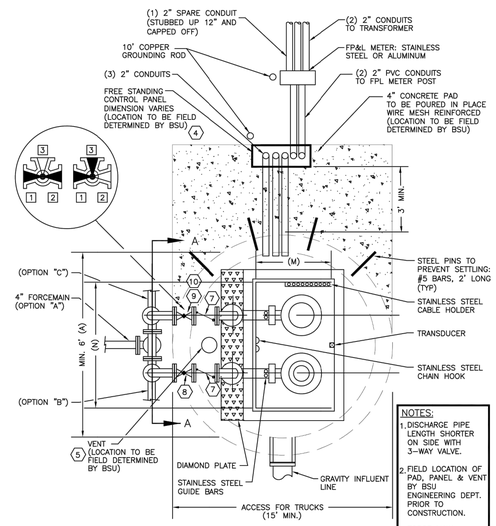
PUMP STATION SITE LAYOUT AND LANDSCAPE PLAN
PS-5



HEADER PIPES - DETAIL 1
4" (TYPICAL) PS-7

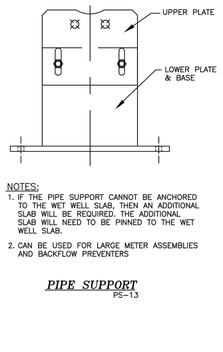
NOTES:
1) SEE PUMP STATION DESIGN TO DETERMINE WHICH OPTION TO USE FOR DISCHARGE PIPING
2) ALL DISCHARGE PIPING TO BE CONTINUOUS PRE-ENGINEERED HDPE PIPE WITH DUCTILE IRON O.D.
3) HDPE BUTT FUSED MJ ADAPTER WITH MJ ACCESSORY KIT TO BE PROVIDED AT THE END OF THE HDPE HEADER PIPE FOR CONNECTION TO VALVE

HEADER PIPES - DETAIL 2
4" (TYPICAL) PS-8



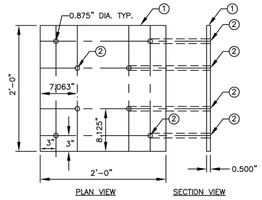
NOTES:
1. DISCHARGE PIPE LENGTH SHORTER ON SIDE WITH 3-WAY VALVE.
2. FIELD LOCATION OF PAD, PANEL & VENT BY BSU ENGINEERING DEPT. PRIOR TO CONSTRUCTION.
3. FORCE MAIN ORIENTATION OPTION "A", "B" OR "C" BY BSU ENGINEERING DEPT.

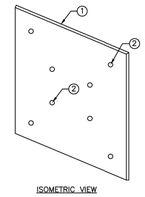
PUMP STATION DETAIL
PS-2



NOTES:
1. IF THE PIPE SUPPORT CANNOT BE ANCHORED TO THE WET WELL SLAB, THEN AN ADDITIONAL SLAB WILL BE REQUIRED. THE ADDITIONAL SLAB WILL NEED TO BE PINNED TO THE WET WELL SLAB.
2. CAN BE USED FOR LARGE METER ASSEMBLIES AND BACKFLOW PREVENTERS

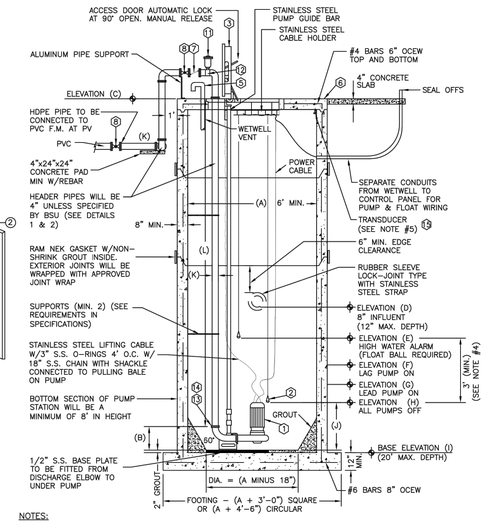
PIPE SUPPORT
PS-13





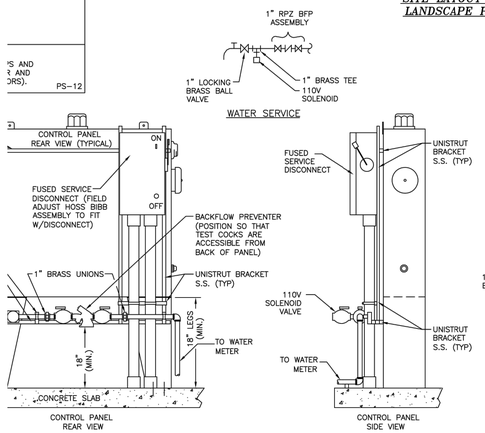
① 316 STAINLESS STEEL BASE PLATE
② 3/4" DIA. X8" STAINLESS STEEL WEDGE BOLT SCREW ANCHORS, (8 EA.)

ISOMETRIC VIEW

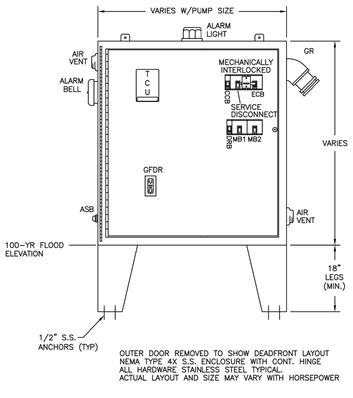


NOTES:
1. PRIOR AUTHORIZATION REQUIRED BY BSU FOR ANY WET WELL SIZE OTHER THAN 6'
2. ALL SURFACES WILL BE PREPARED BY SAND BLASTING PRIOR TO PAINTING OR COATING
3. STAINLESS STEEL U-BOLT AND BRACKET PIPE SUPPORTS SHALL BE REQUIRED TO SUPPORT ALL HEADER PIPES
4. LIQUID LEVEL REGULATORS (FLOAT BALLS) ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY (HIGH LEVEL FLOAT BALL REQUIRED)
5. ULTRA SONIC LEVEL INDICATOR (TRANSDUCER) WILL BE MOUNTED AND POSITIONED SO AS TO NOT READ THE TOP OF THE PUMPS. MOUNTING BRACKETS WILL BE SUPPLIED BY BSU.

6' WET WELL
PS-6

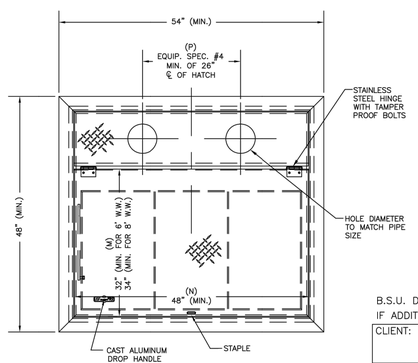


CONTROL PANEL (REAR)
PS-3



OUTER DOOR REMOVED TO SHOW DEADFRONT LAYOUT
NEMA TYPE 4X S.S. ENCLOSURE WITH CONT. HINGE
ALL HARDWARE STAINLESS STEEL TYPICAL
ACTUAL LAYOUT AND SIZE MAY VARY WITH HORSEPOWER

CONTROL PANEL (FRONT)
(FREE STANDING)
PS-4



54" x 48" ALUMINUM ACCESS HATCH
PS-1

4" DIAMETER PUMP DISCHARGE BASE PLATE
PS-16

DETAIL PS-15 DELETED

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONS)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CLIENT:

PROJECT:

Bonita Springs Utilities, Inc.
11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992-0711 FAX: (239) 992-9223

TITLE: PUMP STATION DETAILS

SCALE: NOT TO SCALE
DATE: APRIL 2019
DWG #: PSDET.DWG
SHEET OF

JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
MICHAEL SCOTT DICKEY, PE
FL License No. 60057

Bonita Springs Utilities, Inc.

Sun Village Estates
Gravity Sewer Expansion
Sections 30 Township 47 South, Range 26 East
Lee County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

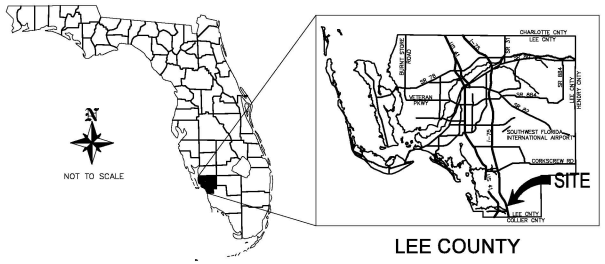
DATE: JANUARY 9, 2023
PROJECT NO. 20192239-000
FILE NO. 30-47-26
SCALE: AS SHOWN

CONSULTANTS COMMENTS:

90% Construction Plans
Pump Station Details

SHEET NUMBER
D-4

LAKES OF SAN SOUCI
GRAVITY SEWER EXPANSION



LEE COUNTY

GENERAL LOCATION MAP



LOCATION MAP

SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

PREPARED FOR:

BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805 (239) 390-4905

UTILITY SERVICE PROVIDERS

WATER:	BONITA SPRINGS UTILITIES	11900 E. TERRY STREET BONITA SPRINGS, FL 34135 PH (239) 992-0711
SEWER:	BONITA SPRINGS UTILITIES	11900 E. TERRY STREET BONITA SPRINGS, FL 34135 PH (239) 992-0711
ELECTRIC:	FLORIDA POWER AND LIGHT	15834 WINKLER ROAD FORT MYERS, FL 33908 PH (239) 415-1300
PHONE:	CENTURY LINK	2820 CARGO STREET FORT MYERS, FL 33901 PH (239) 366-2114
FIRE PROTECTION:	BONITA SPRINGS FIRE DISTRICT	27490 OLD 41 ROAD BONITA SPRINGS, FL 34135 PH (239) 992-3320
SOLID WASTE DISPOSAL:	ONYX WASTE SERVICE	17101 PINE RIDGE ROAD FORT MYERS BEACH, FL 33931 (239) 334-1224

PROJECT CONTACTS

CIVIL ENGINEER:	BANKS ENGINEERING D BRENT ADDISON, P.E. PROJECT MANAGER	10511 SIX MILE CYPRESS PKWY. FORT MYERS FLORIDA 33966 PHONE: (239) 939-5490
SURVEYOR:	BANKS ENGINEERING	10511 SIX MILE CYPRESS PKWY. FORT MYERS FLORIDA 33966 PHONE: (239) 939-5490

Sheet List Table	
SHEET NUMBER	SHEET TITLE
01	COVER SHEET
02	AERIAL-EXISTING CONDITIONS PLAN
03	MASTER UTILITY PLAN
04	PLAN & PROFILE 1
05	PLAN & PROFILE 2
06	PLAN & PROFILE 3
07	PLAN & PROFILE 4
08	MISC - DETAILS
09	WASTEWATER-BSU-DETAILS
10	COMBO-BSU-DETAILS
11	BEST MANAGEMENT PRACTICE PLAN

Bonita Springs Utilities, Inc.™

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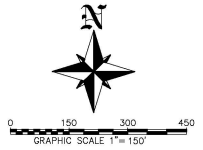
Digitally signed by David B Addison
Date: 2023.01.05 10:01:51 -05'00'

D. BRENT ADDISON
P.E. LIC. #70611

NO.	DATE	REVISION DESCRIPTION	BY
1	2/28/2022	REVISED PER BONITA SPRINGS UTILITY COMMENTS	DBA

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION





LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

PREPARED FOR:

BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805
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NO.	DATE	REVISION DESCRIPTION	BY

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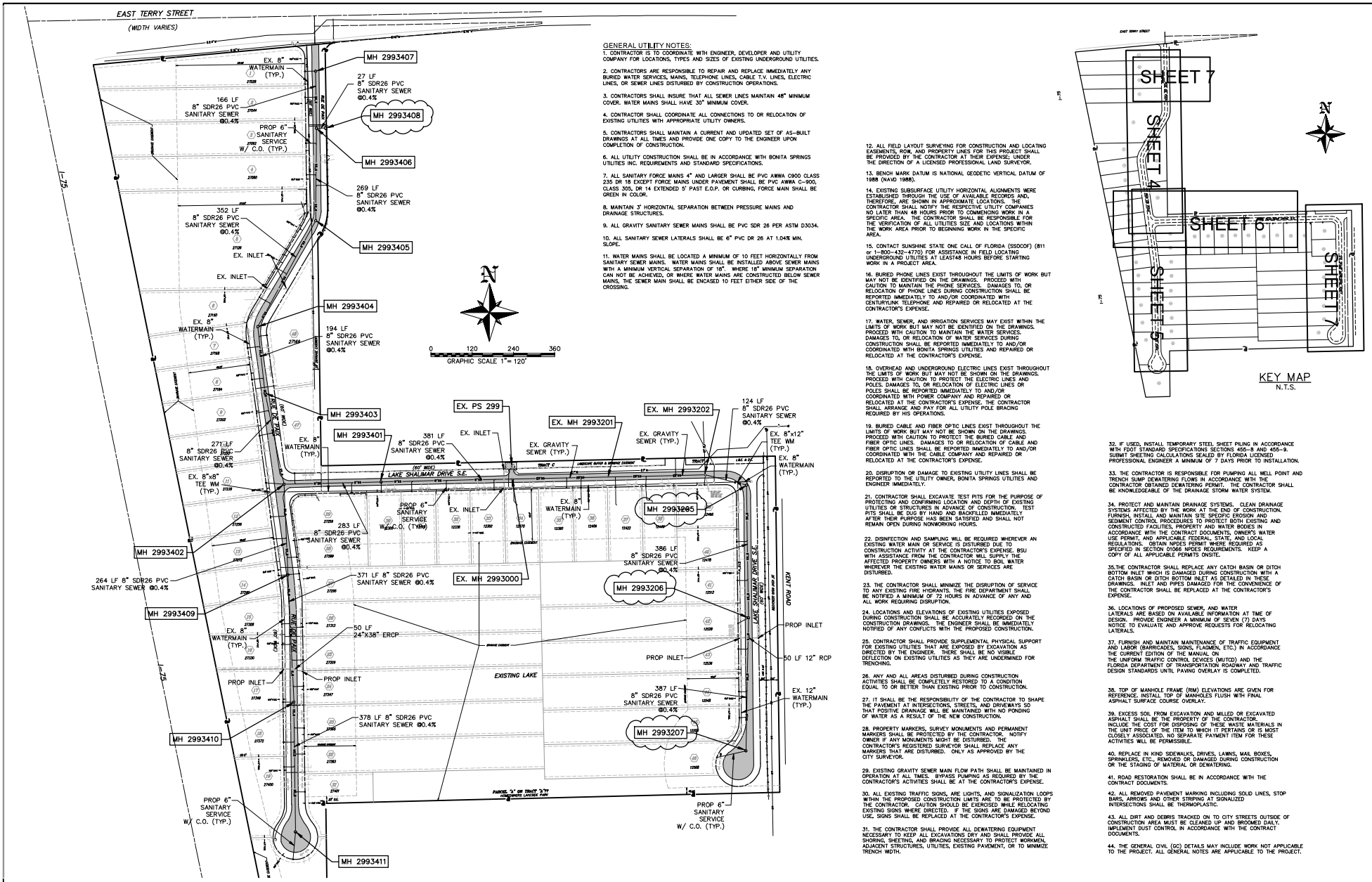
D. BRENT ADDISON
P.E. LIC. #70611

AERIAL-EXISTING CONDITIONS PLAN

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	AERIAL	DBA	JLS	DBA	1"=150'	02



GENERAL UTILITY NOTES:

1. CONTRACTOR IS TO COORDINATE WITH ENGINEER, DEVELOPER AND UTILITY COMPANY FOR LOCATIONS, TYPES AND SIZES OF EXISTING UNDERGROUND UTILITIES.

2. CONTRACTORS ARE RESPONSIBLE TO REPAIR AND REPLACE IMMEDIATELY ANY BURIED WATER SERVICES, MAINS, TELEPHONE LINES, CABLE T.V. LINES, ELECTRIC LINES, OR SEWER LINES DISTURBED BY CONSTRUCTION OPERATIONS.

3. CONTRACTORS SHALL INSURE THAT ALL SEWER LINES MAINTAIN 48" MINIMUM COVER. WATER MAINS SHALL HAVE 30" MINIMUM COVER.

4. CONTRACTOR SHALL COORDINATE ALL CONNECTIONS TO OR RELOCATION OF EXISTING UTILITIES WITH APPROPRIATE UTILITY OWNERS.

5. CONTRACTORS SHALL MAINTAIN A CURRENT AND UPDATED SET OF AS-BUILT DRAWINGS AT ALL TIMES AND PROVIDE ONE COPY TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.

6. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH BONITA SPRINGS UTILITIES INC. REQUIREMENTS AND STANDARD SPECIFICATIONS.

7. ALL SANITARY FORCE MAINS 4" AND LARGER SHALL BE PVC AWWA C900 CLASS 235 DR 18 EXCEPT FORCE MAINS UNDER PAVEMENT SHALL BE PVC AWWA C-900, CLASS 305, DR 14 EXTENDED 5' PAST E.O.P. OR CURBING, FORCE MAIN SHALL BE GREEN IN COLOR.

8. MAINTAIN 3' HORIZONTAL SEPARATION BETWEEN PRESSURE MAINS AND DRAINAGE STRUCTURES.

9. ALL GRAVITY SANITARY SEWER MAINS SHALL BE PVC SDR 26 PER ASTM D3034.

10. ALL SANITARY SEWER LATERALS SHALL BE 6" PVC DR 26 AT 1.04% MIN. SLOPE.

11. WATER MAINS SHALL BE LOCATED A MINIMUM OF 10 FEET HORIZONTALLY FROM SANITARY SEWER MAINS. WATER MAINS SHALL BE INSTALLED ABOVE SEWER MAINS WITH A MINIMUM VERTICAL SEPARATION OF 18". WHERE 18" MINIMUM SEPARATION CAN NOT BE ACHIEVED, OR WHERE WATER MAINS ARE CONSTRUCTED BELOW SEWER MAINS, THE SEWER MAIN SHALL BE ENCASED 10 FEET EITHER SIDE OF THE CROSSING.

12. ALL FIELD LAYOUT SURVEYING FOR CONSTRUCTION AND LOCATING EASEMENTS, ROW, AND PROPERTY LINES FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR AT THEIR EXPENSE; UNDER THE DIRECTION OF A LICENSED PROFESSIONAL LAND SURVEYOR.

13. BENCH MARK DATUM IS NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NAVD 1988).

14. EXISTING SUBSURFACE UTILITY HORIZONTAL ALIGNMENTS WERE ESTABLISHED THROUGH THE USE OF AVAILABLE RECORDS AND, THEREFORE, ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY COMPANIES NO LATER THAN 48 HOURS PRIOR TO COMMENCING WORK IN A SPECIFIC AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES SIZE AND LOCATIONS WITHIN THE WORK AREA PRIOR TO BEGINNING WORK IN THE SPECIFIC AREA.

15. CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) (811 or 1-800-432-4770) FOR ASSISTANCE IN FIELD LOCATING UNDERGROUND UTILITIES AT LEAST48 HOURS BEFORE STARTING WORK IN A PROJECT AREA.

16. BURIED PHONE LINES EXIST THROUGHOUT THE LIMITS OF WORK BUT MAY NOT BE IDENTIFIED ON THE DRAWINGS. PROCEED WITH CAUTION TO MAINTAIN THE PHONE SERVICES. DAMAGES TO, OR RELOCATION OF PHONE LINES DURING CONSTRUCTION SHALL BE REPORTED IMMEDIATELY TO AND/OR COORDINATED WITH CENTURYLINK TELEPHONE AND REPAIRED OR RELOCATED AT THE CONTRACTOR'S EXPENSE.

17. WATER, SEWER, AND IRRIGATION SERVICES MAY EXIST WITHIN THE LIMITS OF WORK BUT MAY NOT BE IDENTIFIED ON THE DRAWINGS. PROCEED WITH CAUTION TO MAINTAIN THE WATER SERVICES. DAMAGES TO, OR RELOCATION OF WATER SERVICES DURING CONSTRUCTION SHALL BE REPORTED IMMEDIATELY TO AND/OR COORDINATED WITH BONITA SPRINGS UTILITIES AND REPAIRED OR RELOCATED AT THE CONTRACTOR'S EXPENSE.

18. OVERHEAD AND UNDERGROUND ELECTRIC LINES EXIST THROUGHOUT THE LIMITS OF WORK BUT MAY NOT BE SHOWN ON THE DRAWINGS. PROCEED WITH CAUTION TO PROTECT THE ELECTRIC LINES AND POLES. DAMAGES TO, OR RELOCATION OF ELECTRIC LINES OR POLES SHALL BE REPORTED IMMEDIATELY TO AND/OR COORDINATED WITH POWER COMPANY AND REPAIRED OR RELOCATED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL ARRANGE AND PAY FOR ALL UTILITY POLE BRACING REQUIRED BY HIS OPERATIONS.

19. BURIED CABLE AND FIBER OPTIC LINES EXIST THROUGHOUT THE LIMITS OF WORK BUT MAY NOT BE SHOWN ON THE DRAWINGS. PROCEED WITH CAUTION TO PROTECT THE BURIED CABLE AND FIBER OPTIC LINES. DAMAGES TO OR RELOCATION OF CABLE AND FIBER OPTIC LINES SHALL BE REPORTED IMMEDIATELY TO AND/OR COORDINATED WITH THE CABLE COMPANY AND REPAIRED OR RELOCATED AT THE CONTRACTOR'S EXPENSE.

20. DISRUPTION OR DAMAGE TO EXISTING UTILITY LINES SHALL BE REPORTED TO THE UTILITY OWNER, BONITA SPRINGS UTILITIES AND ENGINEER IMMEDIATELY.

21. CONTRACTOR SHALL EXCAVATE TEST PITS FOR THE PURPOSE OF PROTECTING AND CONFIRMING LOCATION AND DEPTH OF EXISTING UTILITIES OR STRUCTURES IN ADVANCE OF CONSTRUCTION. TEST PITS SHALL BE DUG BY HAND AND BACKFILLED IMMEDIATELY AFTER THEIR PURPOSE HAS BEEN SATISFIED AND SHALL NOT REMAIN OPEN DURING NONWORKING HOURS.

22. DISINFECTION AND SAMPLING WILL BE REQUIRED WHEREVER AN EXISTING WATER MAIN OR SERVICE IS DISTURBED DUE TO CONSTRUCTION ACTIVITY AT THE CONTRACTOR'S EXPENSE. BSU WITH ASSISTANCE FROM THE CONTRACTOR WILL SUPPLY THE AFFECTED PROPERTY OWNERS WITH A NOTICE TO BOIL WATER WHEREVER THE EXISTING WATER MAINS OR SERVICES ARE DISTURBED.

23. THE CONTRACTOR SHALL MINIMIZE THE DISRUPTION OF SERVICE TO ANY EXISTING FIRE HYDRANTS. THE FIRE DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 72 HOURS IN ADVANCE OF ANY AND ALL WORK REQUIRING DISRUPTION.

24. LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES EXPOSED DURING CONSTRUCTION SHALL BE ACCURATELY RECORDED ON THE CONSTRUCTION DRAWINGS. THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY CONFLICTS WITH THE PROPOSED CONSTRUCTION.

25. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL PHYSICAL SUPPORT FOR EXISTING UTILITIES THAT ARE EXPOSED BY EXCAVATION AS DIRECTED BY THE ENGINEER. THERE SHALL BE NO VISIBLE DEFLECTION ON EXISTING UTILITIES AS THEY ARE UNDERMINED FOR TRENCHING.

26. ANY AND ALL AREAS DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE COMPLETELY RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING PRIOR TO CONSTRUCTION.

27. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SHAPE THE PAVEMENT AT INTERSECTIONS, STREETS, AND DRIVEWAYS SO THAT POSITIVE DRAINAGE WILL BE MAINTAINED WITH NO PONDING OF WATER AS A RESULT OF THE NEW CONSTRUCTION.

28. PROPERTY MARKERS, SURVEY MONUMENTS AND PERMANENT MARKERS SHALL BE PROTECTED BY THE CONTRACTOR. NOTIFY OWNER IF ANY MONUMENTS MIGHT BE DISTURBED. THE CONTRACTOR'S REGISTERED SURVEYOR SHALL REPLACE ANY MARKERS THAT ARE DISTURBED. ONLY AS APPROVED BY THE CITY SURVEYOR.

29. EXISTING GRAVITY SEWER MAIN FLOW PATH SHALL BE MAINTAINED IN OPERATION AT ALL TIMES. BYPASS PUMPING AS REQUIRED BY THE CONTRACTOR'S ACTIVITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.

30. ALL EXISTING TRAFFIC SIGNS, ARE LIGHTS, AND SIGNALIZATION LOOPS WITHIN THE PROPOSED CONSTRUCTION LIMITS ARE TO BE PROTECTED BY THE CONTRACTOR. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS WHERE DIRECTED. IF THE SIGNS ARE DAMAGED BEYOND USE, SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

31. THE CONTRACTOR SHALL PROVIDE ALL DEWATERING EQUIPMENT NECESSARY TO KEEP ALL EXCAVATIONS DRY AND SHALL PROVIDE ALL SHORING, SHEETING, AND BRACING NECESSARY TO PROTECT WORKMEN, ADJACENT STRUCTURES, UTILITIES, EXISTING PAVEMENT, OR TO MINIMIZE TRENCH WIDTH.

32. IF USED, INSTALL TEMPORARY STEEL SHEET PILING IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS SECTIONS 456-8 AND 455-9. SUBMIT SHEETING CALCULATIONS SEALED BY FLORIDA LICENSED PROFESSIONAL ENGINEER A MINIMUM OF 7 DAYS PRIOR TO INSTALLATION.

33. THE CONTRACTOR IS RESPONSIBLE FOR PUMPING ALL WELL POINT AND TRENCH SUMP DEWATERING FLOWS IN ACCORDANCE WITH THE CONTRACTOR OBTAINED DEWATERING PERMIT. THE CONTRACTOR SHALL BE KNOWLEDGEABLE OF THE DRAINAGE STORM WATER SYSTEM.

34. PROTECT AND MAINTAIN DRAINAGE SYSTEMS. CLEAN DRAINAGE SYSTEMS AFFECTED BY THE WORK AT THE END OF CONSTRUCTION. FURNISH, INSTALL AND MAINTAIN SITE SPECIFIC EROSION AND SEDIMENT CONTROL PROCEDURES TO PROTECT BOTH EXISTING AND CONSTRUCTED FACILITIES, PROPERTY AND WATER BODIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OWNER'S WATER USE PERMIT, AND APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. OBTAIN NPDES PERMIT WHERE REQUIRED AS SPECIFIED IN SECTION 01066 NPDES REQUIREMENTS. KEEP A COPY OF ALL APPLICABLE PERMITS ONSITE.

35.THE CONTRACTOR SHALL REPLACE ANY CATCH BASIN OR DITCH BOTTOM INLET WHICH IS DAMAGED DURING CONSTRUCTION WITH A CATCH BASIN OR DITCH BOTTOM INLET AS DETAILED IN THESE DRAWINGS. INLET AND PIPES DAMAGED FOR THE CONVENIENCE OF THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

36. LOCATIONS OF PROPOSED SEWER, AND WATER LATERALS ARE BASED ON AVAILABLE INFORMATION AT TIME OF DESIGN. PROVIDE ENGINEER A MINIMUM OF SEVEN (7) DAYS NOTICE TO EVALUATE AND APPROVE REQUESTS FOR RELOCATING LATERALS.

37. FURNISH AND MAINTAIN MAINTENANCE OF TRAFFIC EQUIPMENT AND LABOR (BARRICADES, SIGNS, FLAGMEN, ETC.) IN ACCORDANCE THE CURRENT EDITION OF THE MANUAL ON THE UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS UNTIL PAVING OVERLAY IS COMPLETED.

38. TOP OF MANHOLE FRAME (RIM) ELEVATIONS ARE GIVEN FOR REFERENCE. INSTALL TOP OF MANHOLES FLUSH WITH FINAL ASPHALT SURFACE COURSE OVERLAY.

39. EXCESS SOIL FROM EXCAVATION AND MILLED OR EXCAVATED ASPHALT SHALL BE THE PROPERTY OF THE CONTRACTOR. INCLUDE THE COST FOR DISPOSING OF THESE WASTE MATERIALS IN THE UNIT PRICE OF THE ITEM TO WHICH IT PERTAINS OR IS MOST CLOSELY ASSOCIATED. NO SEPARATE PAYMENT ITEM FOR THESE ACTIVITIES WILL BE PERMISSIBLE.

40. REPLACE IN KIND SIDEWALKS, DRIVES, LAWNS, MAIL BOXES, SPRINKLERS, ETC., REMOVED OR DAMAGED DURING CONSTRUCTION OR THE STAGING OF MATERIAL OR DEWATERING.

41. ROAD RESTORATION SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

42. ALL REMOVED PAVEMENT MARKING INCLUDING SOLID LINES, STOP BARS, ARROWS AND OTHER STRIPING AT SIGNALIZED INTERSECTIONS SHALL BE THERMOPLASTIC.

43. ALL DIRT AND DEBRIS TRACKED ON TO CITY STREETS OUTSIDE OF CONSTRUCTION AREA MUST BE CLEANED UP AND BROOMED DAILY. IMPLEMENT DUST CONTROL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

44. THE GENERAL CIVIL (GC) DETAILS MAY INCLUDE WORK NOT APPLICABLE TO THE PROJECT. ALL GENERAL NOTES ARE APPLICABLE TO THE PROJECT.

PREPARED FOR:
BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805
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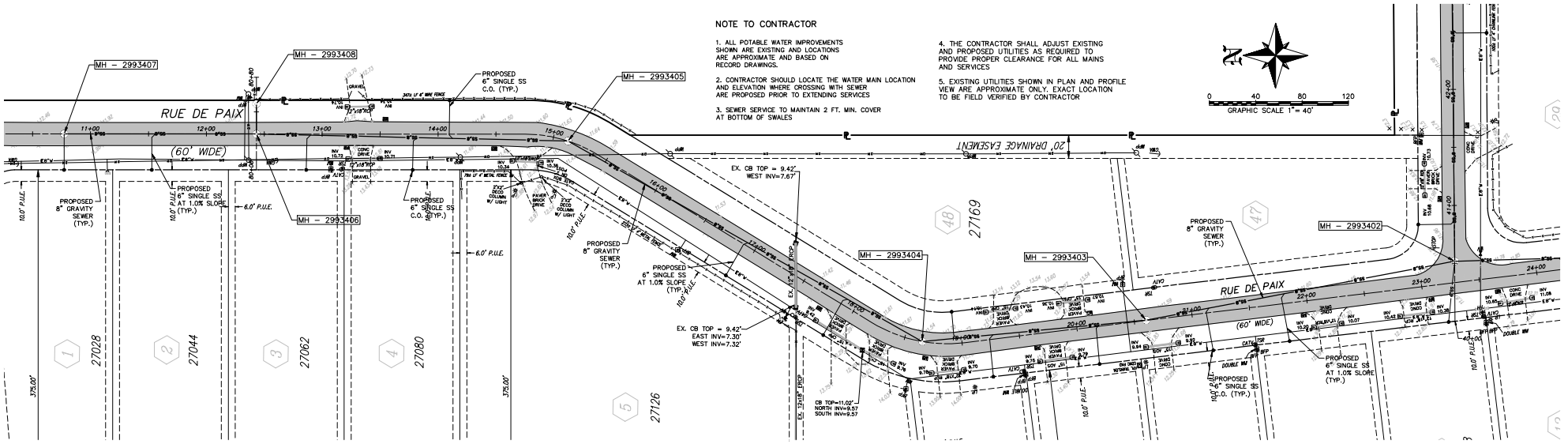
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1	2/28/2022	REVISED PER BONITA SPRINGS UTILITY COMMENTS	JLS

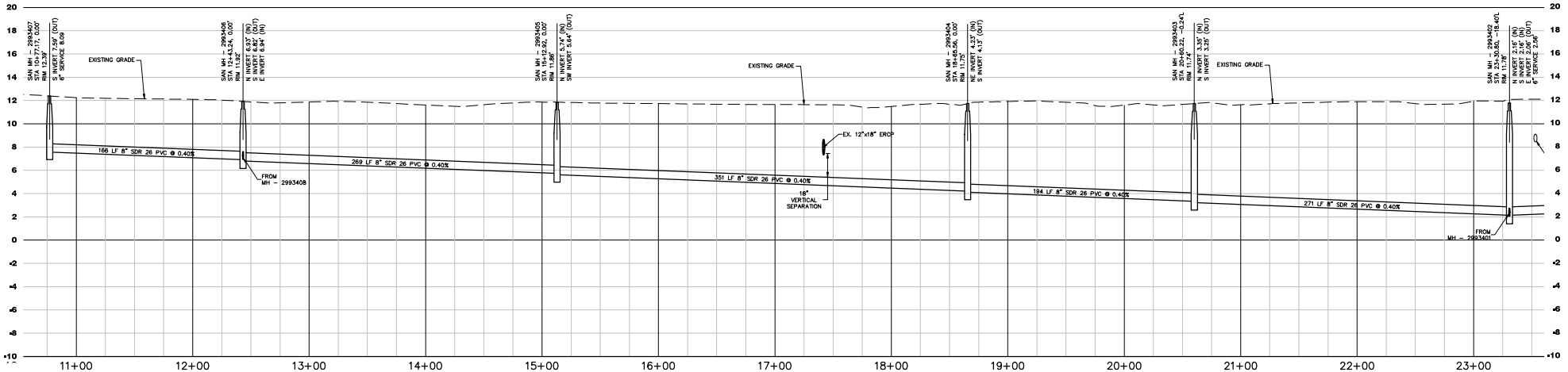
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D. BRENT ADDISON
P.E. LIC. #70611

MASTER UTILITY PLAN
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	MUP	DBA	JLS	DBA	1"=120'	03

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION





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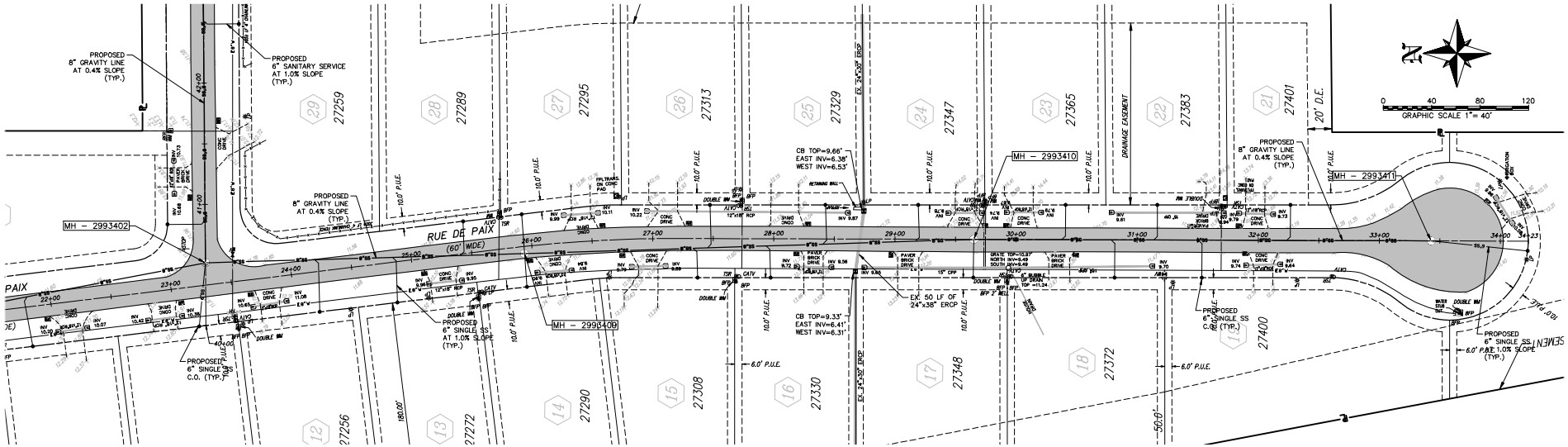
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PLAN & PROFILE 1
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	P&P-1	DBA	JLS	DBA	(V) 1"=4' (H) 1"=40'	04

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION



NOTE TO CONTRACTOR

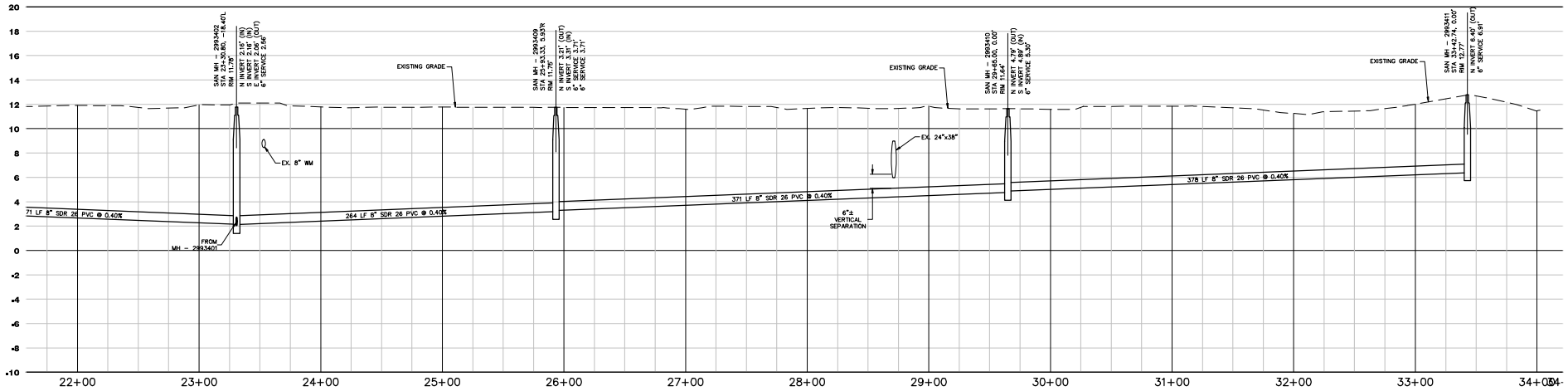
1. ALL POTABLE WATER IMPROVEMENTS SHOWN ARE EXISTING AND LOCATIONS ARE APPROXIMATE AND BASED ON RECORD DRAWINGS.

2. CONTRACTOR SHOULD LOCATE THE WATER MAIN LOCATION AND ELEVATION WHERE CROSSING WITH SEWER ARE PROPOSED PRIOR TO EXTENDING SERVICES

3. SEWER SERVICE TO MAINTAIN 2 FT. MIN. COVER AT BOTTOM OF SWALES

4. THE CONTRACTOR SHALL ADJUST EXISTING AND PROPOSED UTILITIES AS REQUIRED TO PROVIDE PROPER CLEARANCE FOR ALL MAINS AND SERVICES

5. EXISTING UTILITIES SHOWN IN PLAN AND PROFILE VIEW ARE APPROXIMATE ONLY. EXACT LOCATION TO BE FIELD VERIFIED BY CONTRACTOR



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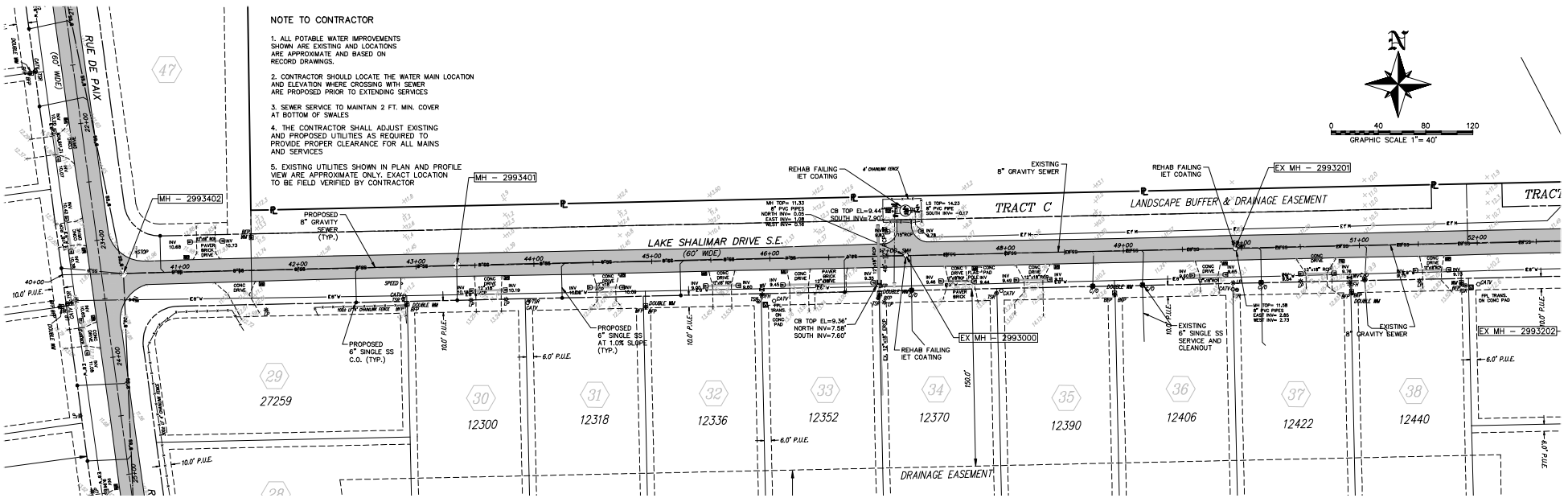
PLAN & PROFILE 2

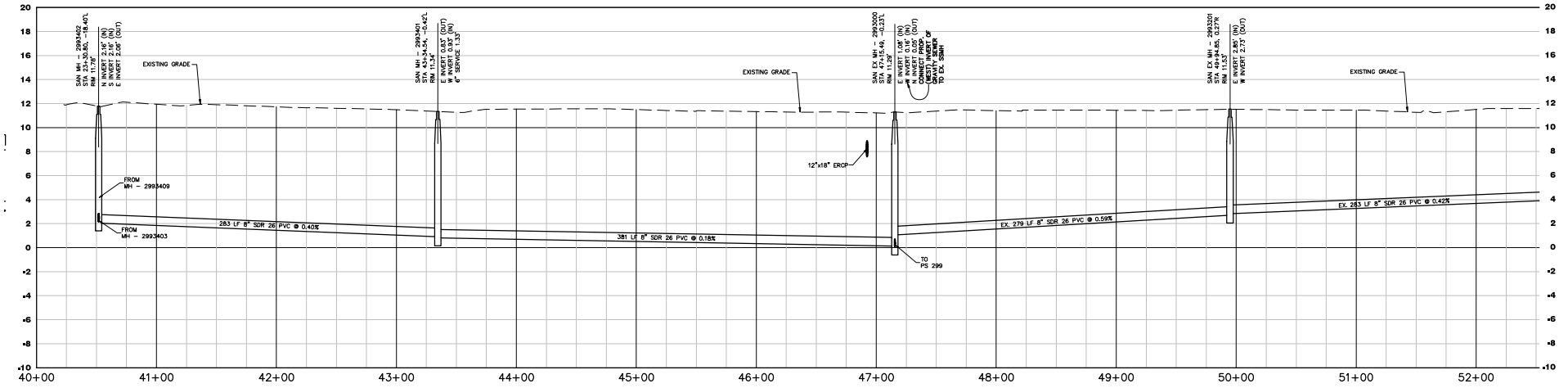
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	P&P-2	DBA	JLS	DBA	(V) 1"=4' (H) 1"=40'	05

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION





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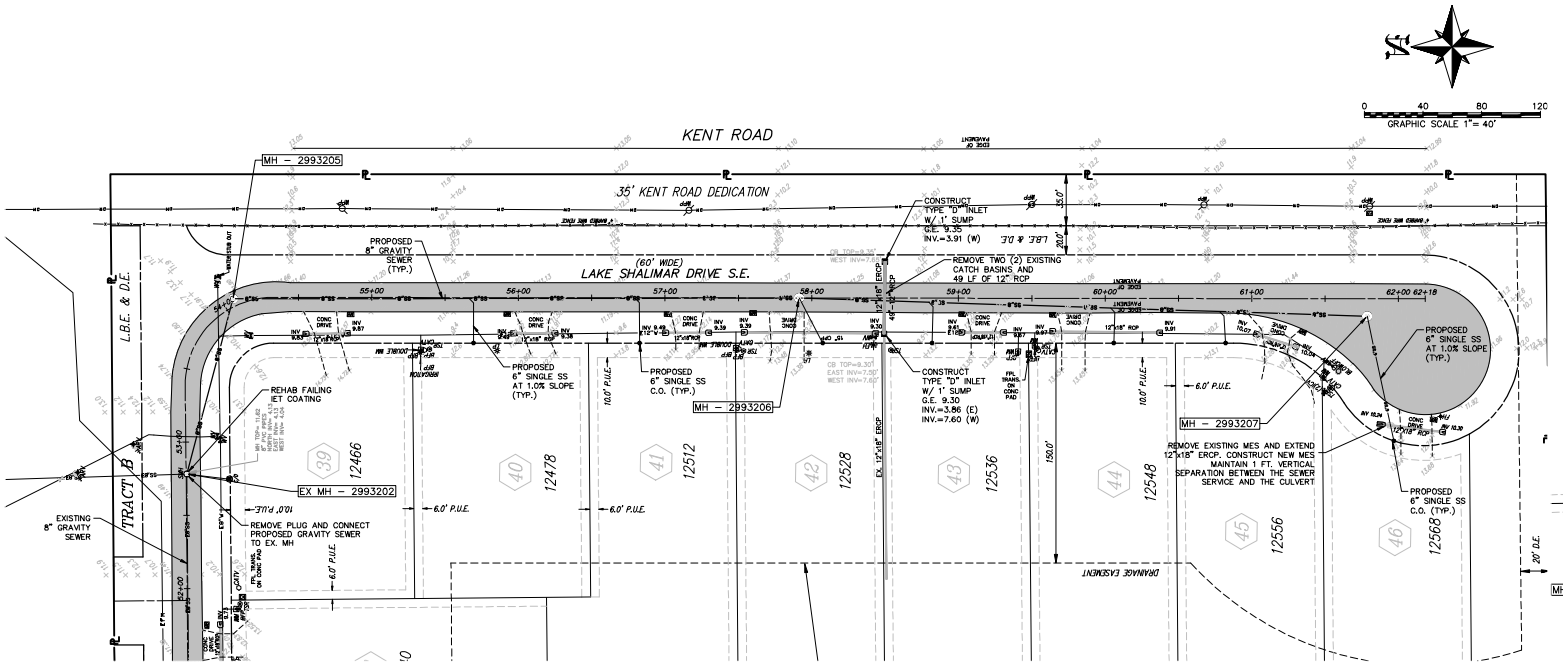
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PLAN & PROFILE 3
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	P&P-3	DBA	JLS	DBA	(V) 1"=4', (H) 1"=40'	06

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION



0 40 80 120
GRAPHIC SCALE 1" = 40'

NOTE TO CONTRACTOR

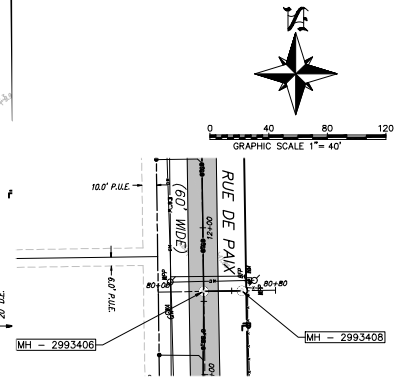
1. ALL POTABLE WATER IMPROVEMENTS SHOWN ARE EXISTING AND LOCATIONS ARE APPROXIMATE AND BASED ON RECORD DRAWINGS.

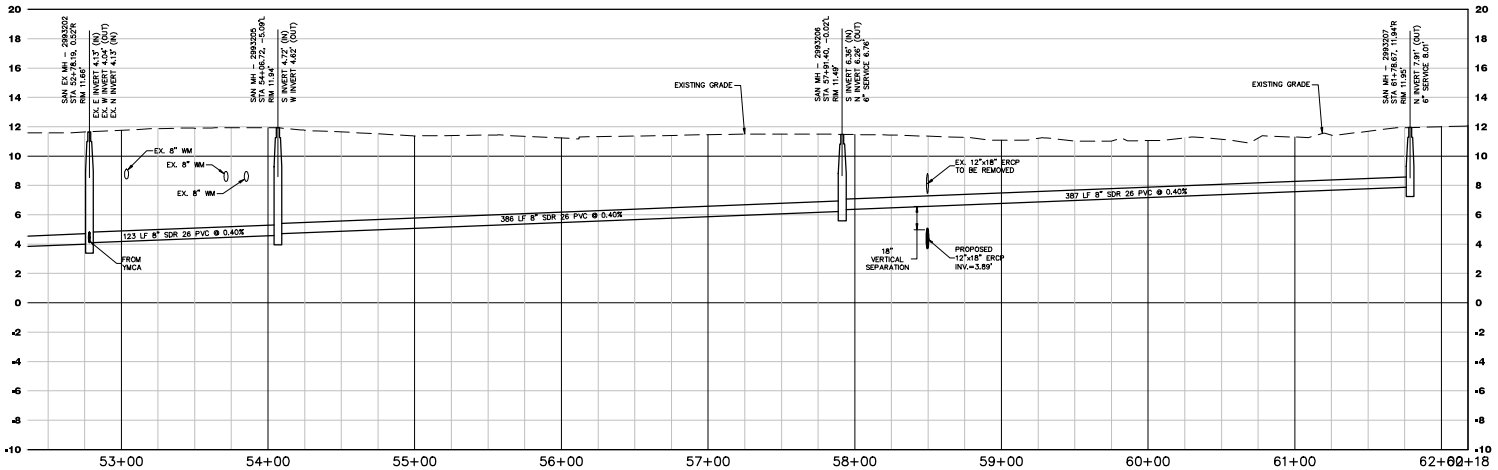
2. CONTRACTOR SHOULD LOCATE THE WATER MAIN LOCATION AND ELEVATION WHERE CROSSING WITH SEWER ARE PROPOSED PRIOR TO EXTENDING SERVICES

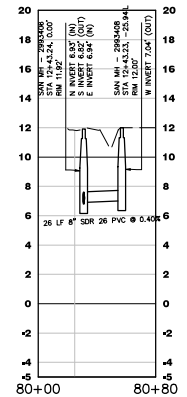
3. SEWER SERVICE TO MAINTAIN 2 FT. MIN. COVER AT BOTTOM OF SWALES

4. THE CONTRACTOR SHALL ADJUST EXISTING AND PROPOSED UTILITIES AS REQUIRED TO PROVIDE PROPER CLEARANCE FOR ALL MAINS AND SERVICES

5. EXISTING UTILITIES SHOWN IN PLAN AND PROFILE VIEW ARE APPROXIMATE ONLY. EXACT LOCATION TO BE FIELD VERIFIED BY CONTRACTOR







PREPARED FOR:
BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805
(239) 390-4905

NO.	DATE	REVISION DESCRIPTION	BY

BANKS ENGINEERING
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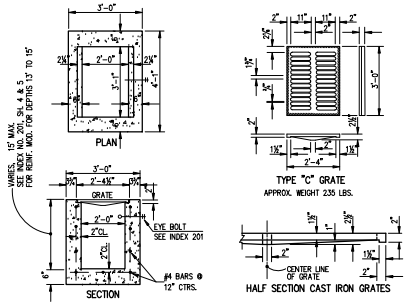
PLAN & PROFILE 4

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	P&P-4	DBA	JLS	DBA	(V) 1"=4' (H) 1"=40'	07

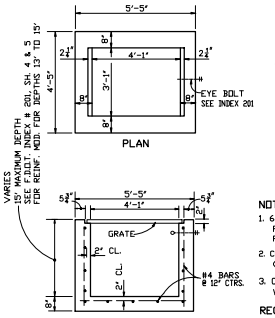
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION



NOTES:
1. 6" WALL THICKNESS MUST BE USED FOR PRE-CAST INLETS IN ACCORDANCE WITH F.D.O.T. INDEX 201.
2. CONCRETE TO BE F.D.O.T. CLASS I OR EQUAL. (2,500 PSI MINIMUM STRENGTH)
3. CONSTRUCTION TO BE IN ACCORDANCE WITH F.D.O.T. SPECIFICATION SECTION 425.

MAXIMUM PIPE SIZE RECOMMENDED FOR EACH OF THE WALL SIZES:
2'-0" WALL – 18" PIPE
3'-1" WALL – 24" PIPE

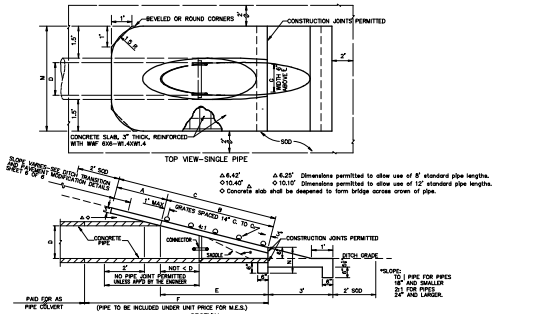
TYPE "C" INLET DETAIL
N.T.S.



NOTES:
1. 6' WALL THICKNESS MUST BE USED FOR PRECAST INLETS IN ACCORDANCE WITH F.D.O.T. INDEX #201.
2. CONCRETE TO BE F.D.O.T. CLASS I OR EQUAL. (2,500 PSI MINIMUM STRENGTH.)
3. CONSTRUCTION TO BE IN ACCORDANCE WITH F.D.O.T. SPECIFICATION SECTION 425.

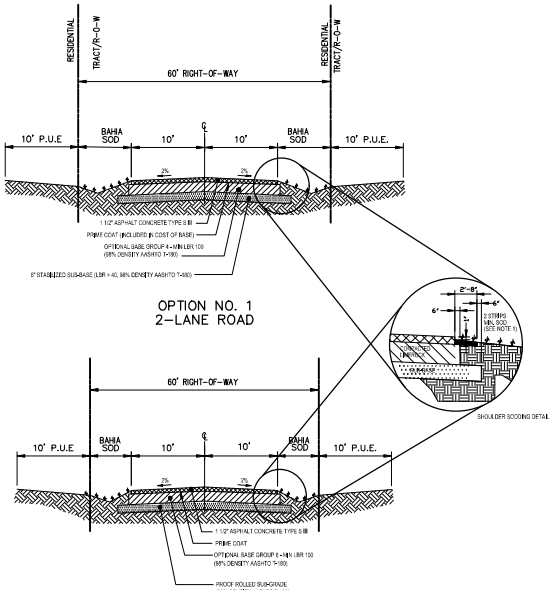
RECOMMENDED MAXIMUM PIPE SIZE:
3'-1" WALL-24" PIPE
4'-1" WALL-36" PIPE

TYPE 'D' INLET DETAIL
Not To Scale

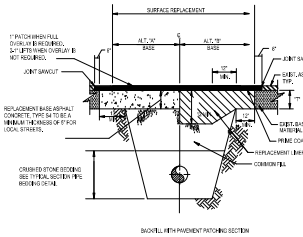


DIMENSIONS & QUANTITIES													
							M						
D	X	A	B	C	E	F	G	Single Pipe	Double Pipe	Triple Pipe	Quad Pipe	N	Grate Pipe Size
18"	1'-1½"	2.62'	4.58'	6.38'	6.65'	8"	1.21'	4.83'	7.01'	9.19'	12.30'	1.13'	None
24"	1'-10"	2.96'	5.17'	7.38'	7.65'	8"	1.41'	4.83'	7.01'	9.19'	12.30'	1.29'	None
30"	2'-2½"	3.29'	5.76'	8.38'	8.65'	8"	1.61'	4.83'	7.01'	9.19'	12.30'	1.45'	None
36"	2'-7"	3.62'	6.34'	9.38'	9.65'	8"	1.81'	4.83'	7.01'	9.19'	12.30'	1.61'	24"
42"	3'-3½"	3.95'	6.93'	10.38'	10.65'	11"	2.00'	5.08'	10.54'	14.54'	18.54'	1.78'	24"
48"	3'-8"	4.28'	7.51'	11.38'	11.65'	11"	2.20'	5.08'	10.54'	14.54'	18.54'	1.94'	24"
54"	4'-1½"	4.62'	8.10'	12.38'	12.65'	11"	2.40'	5.08'	10.54'	14.54'	18.54'	2.10'	24"
60"	4'-6"	4.95'	8.68'	13.38'	13.65'	11"	2.60'	5.08'	10.54'	14.54'	18.54'	2.26'	24"
66"	4'-10½"	5.28'	9.27'	14.38'	14.65'	11"	2.80'	5.08'	10.54'	14.54'	18.54'	2.42'	24"
72"	5'-3"	5.62'	9.85'	15.38'	15.65'	11"	3.00'	5.08'	10.54'	14.54'	18.54'	2.58'	24"

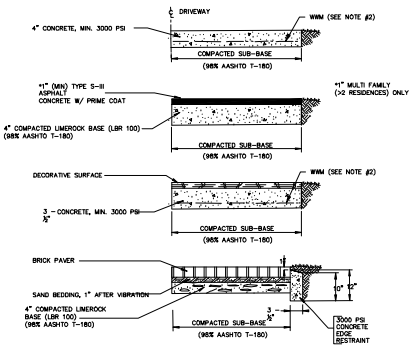
MITERED END SECTION
N.T.S.



NOTE:
1. TOP OF SOD MUST BE 1" BELOW EDGE OF PAVEMENT. SOD BLOCKS SHALL BE PLACED WITH STAGGERED TRANSVERSE JOINTS.



NOTES :
1. ALTERNATES "A" AND "B" ARE CONTRACTOR OPTIONS.
2. LIMEROCK MATERIAL (MIN. LBR 100) FOR BASE SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY, (AASHTO T-180).
3. COMMON FILL SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY, (AASHTO T-180).
4. MINIMUM WIDTH OF STRUCTURAL REPAIR IS 4 FEET. ADDITIONAL REPAIR WIDTH MAY BE REQUIRED IF MORE BASE MATERIAL IS DAMAGED OR OTHERWISE FAILED.
5. ASPHALT BASE ALT. "A" COMPACTED LIFTS SHALL BE NO THICKER THAN 3".
6. FULL WIDTH OVERLAY SHALL BE ASPHALT CONCRETE TYPE S-III AND SHALL BE 1" THICK.
7. IF LESS THAN FULL WIDTH, OVERLAY SHALL BE ASPHALT CONCRETE INSTALLED IN 2 LIFTS. 1ST LIFT 1-1/4" TYPE S-1, 2ND LIFT 3/4" TYPE S-III.
8. APPLY TACKCOAT TO ALL VERTICAL FACES OF ASPHALT
9. SUBGRADE (MIN LBR 40) SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY, (AASHTO T-180).



TYPICAL SECTIONS

NOTES:
1. THICKNESSES SHOWN ARE MINIMUM VALUES. MATCH EXISTING PAVEMENT AND BASE.
2. MINIMUM CONCRETE REINFORCEMENT SHALL BE 6"X6" 10 GAUGE WELDED WIRE MESH (WWM) OR MICRO FIBER MESH.
3. COMPACT SUB BASE TO 98% AND LIMEROCK BASE TO 98% OF AASHTO T180
4. ASPHALT DRIVES REMOVED ON SINGLE FAMILY/DUPLEX RESIDENCES SHALL BE REPLACED W/ CONCRETE.

RESIDENTIAL DRIVEWAY DETAILS

DRIVEWAY DETAILS

DRIVEWAY RESTORATION

1. DRIVEWAYS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO CONDITIONS WHICH MEET OR IMPROVE PRE-EXISTING CONDITIONS USING LIKE MATERIALS AND THICKNESS. WHERE PIPELINE CONSTRUCTION CROSSES DRIVEWAYS, THE DRIVEWAY MATERIAL SHALL BE REMOVED FROM THE EDGE OF STREET PAVEMENT TO BEYOND THE PIPELINE TRENCH.
2. DRIVEWAYS SHALL BE SAW CUT IN A STRAIGHT LINE.
3. CONCRETE DRIVEWAYS SHALL BE REMOVED AS DETAILED IN THE SPECIFICATIONS. PROVIDE EXPANSION JOINT FILLER BETWEEN NEW AND EXISTING DRIVEWAY. AFTER PLACING THE NEW CONCRETE, SAW CUT TO CONTROL CRACKING WITHIN 24 HOURS. SAW CUT FOR CONTROL JOINTS SHALL BE INSTALLED A MAXIMUM OF 10-FT IN EITHER DIRECTION FOR A MAXIMUM 100 -SF AREA. SAW CUTS SHALL BE INSTALLED SUCH THAT NO MORE THAN A 2:1 LENGTH TO WIDTH RATIO IS PROVIDED. NUMBER OF SAW CUTS SHALL BE NO MORE THAN 4 TRANSVERSE JOINTS FOR TYPICAL RESIDENTIAL DRIVEWAYS UNLESS APPROVED BY THE CITY.
4. DRIVEWAY CONNECTIONS TO THE PAVEMENT SHALL BE RESTORED TO THE STANDARD DIMENSIONS SHOWN ON THE DRIVEWAY DETAILS.
5. ALL CONCRETE SHALL BE MINIMUM 3000 PSI IN 28 DAYS.
6. MINIMUM BASE SHALL BE AS SHOWN ON COMMERCIAL AND RESIDENTIAL DRIVEWAY DETAILS.
7. ASPHALT DRIVEWAYS AT SINGLE FAMILY/DUPLEX RESIDENTIAL SHALL BE REPLACED W/ CONCRETE

PREPARED FOR:
BONITA SPRINGS UTILITIES
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NO.	DATE	REVISION DESCRIPTION	BY

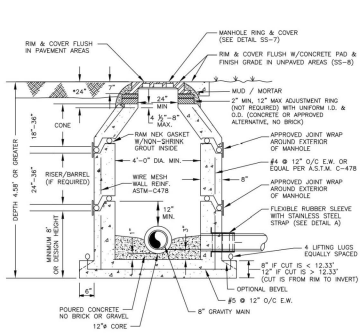
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P.E. LIC. #70611

MISC - DETAILS
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

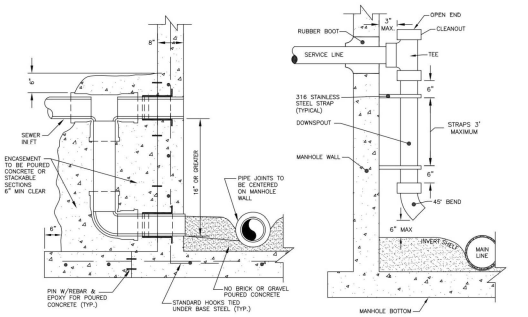
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	MISC-DTLS	DBA	JLS	DBA	N.T.S.	08

S:\JOBS\8300\8381SS\DESIGN\DWG\PLOT\8381SS MISC - DETAILS.DWG 2/7/2020 9:11 AM JESSE SANCHEZ

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION



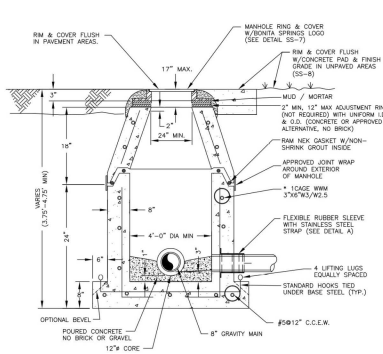
PRECAST MANHOLE – CONCENTRIC
SS-1



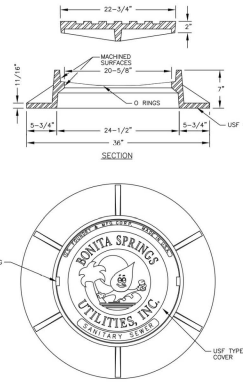
EXTERNAL DROP MANHOLE CONNECTION

INTERNAL DROP MANHOLE CONNECTION
(WITH WRITTEN BSU APPROVAL ONLY)

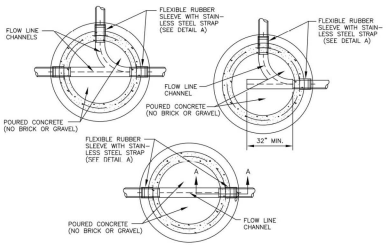
DROP MANHOLE CONNECTIONS
SS-3

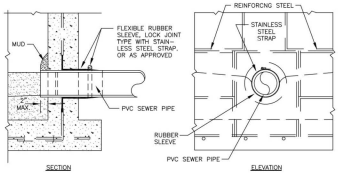


SHALLOW MANHOLE
SS-4



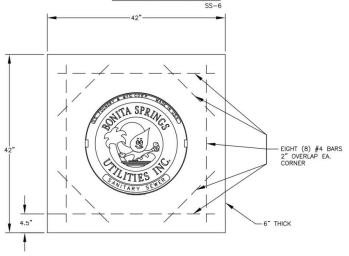
MANHOLE RING & COVER DETAIL
SS-7





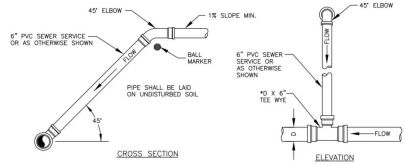
DETAIL A

FLOW LINE CHANNELS
SS-6

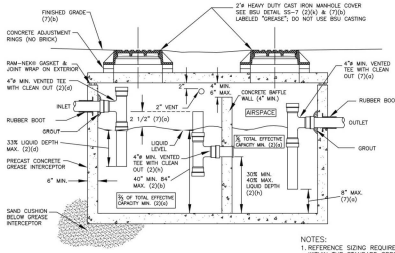


MANHOLE CONCRETE COLLAR
SS-8

*FOR USE IN UNPAVED AREAS AND/OR AT THE DISCRETION OF BSU

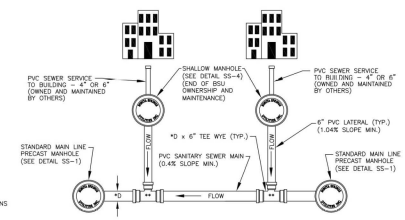


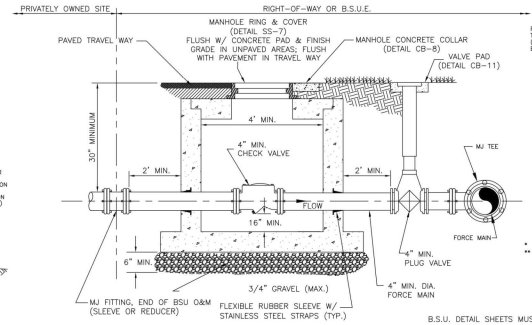
SEWER CONNECTION FOR DEPTHS OVER 8 FEET
SS-10



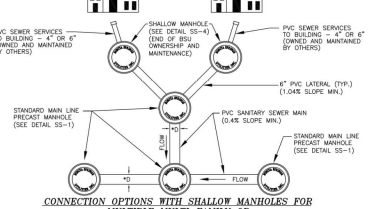
GRAVITY GREASE INTERCEPTOR
SS-11

NOTES:
1. REFERENCE SIZING REQUIREMENTS WITHIN THE STANDARD SPECIFICATIONS
2. #(k) REFERS TO SECTION IN FLORIDA ADMINISTRATIVE CODE CHAPTER 64E-6.013
3. TRAFFIC RATED PER F.A.C. 64E-6.013 (1)(f)



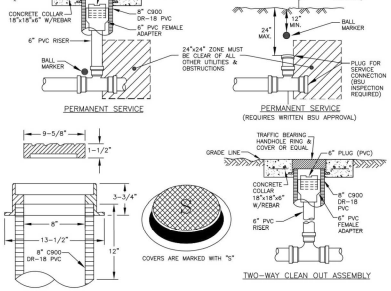


CHECK VALVE VAULT
SS-11



CONNECTION OPTIONS WITH SHALLOW MANHOLES FOR MULTIPLE MULTI-FAMILY OR MULTI-UNIT/MULTI STORY COMMERCIAL BUILDINGS
SS-25

* D IS 8" MIN. ø
** CAN ALSO CONNECT DIRECTLY TO A M.H. WITH A 6" LATERAL



CLEANOUT ASSEMBLY
SS-9

DETAIL SS-5 DELETED
DETAIL SS-2 DELETED

CONSULTANTS' COMMENTS:

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONS)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CLIENT:

PROJECT:

Bonita Springs Utilities, Inc

TITLE: WASTEWATER DETAILS

SCALE: NOT TO SCALE

DATE: APRIL 2019

11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992-0711 FAX: (239) 992-9223

DWG #: WWDET.DWG

SHEET OF

PREPARED FOR:

BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805
(239) 390-4905

NO.	DATE	REVISION DESCRIPTION	BY

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WASTEWATER-BSU-DETAILS

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

LEE COUNTY, FLORIDA

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2/14/2020	8381SS	UTL-DTLS	DBA	JLS	DBA	N.T.S.	09

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

S:\UTILITIES\PROJECTS\BONITA SPRINGS UTILITIES\LAKES OF SAN SOUCI\WASTEWATER-BSU-DETAILS\DWG\WWDET.DWG 2/5/2020 8:14 AM JESSE SANCHEZ

RESTRAINT TABLE

PIPE SIZE	HORIZONTAL BENDS 90° BENDS Lr (FT.)	45° BENDS Lr (FT.)	22.5° BENDS Lr (FT.)	11.25° BENDS Lr (FT.)	VERTICAL OFFSETS 45° BENDS (SEE NOTE 2) Lha (FT.)	Lla (FT.)	DEAD ENDS Lr (FT.)
4"	27	11	5	3	31	8	60
6"	37	15	7	4	43	11	84
8"	48	20	10	5	57	15	110
10"	57	24	11	6	68	17	131
12"	57	24	11	6	68	19	131
16"	58	24	12	6	55	19	106
20"	70	29	14	7	67	23	129
24"	81	33	16	8	78	27	150

TEES RUN SIZE	BRANCH SIZE	Lrn (FT.)	Lbr (FT.)
4"	4"	10	11
6"	6"	10	34
	4" OR LESS	10	FITTING ONLY
8"	8"	10	59
	6"	10	17
	4" OR LESS	10	FITTING ONLY
10"	10"	10	80
	8"	10	45
	6" OR LESS	10	FITTING ONLY
12"	12"	10	79
	10"	10	49
	8"	10	15
	6" OR LESS	10	FITTING ONLY
16"	16"	10	73
	12"	10	38
	10"	10	16
	8" OR LESS	10	FITTING ONLY
20"	20"	10	95
	16"	10	53
	12"	10	24
	10" OR LESS	10	FITTING ONLY
24"	24"	10	116
	20"	10	87
	16"	10	53
	12"	10	10
	10" OR LESS	10	FITTING ONLY

REDUCERS (SEE NOTES) SIZE	L(A) (FT.)	L(B) (FT.)
6 x 4	64	43
8 x 6	60	46
8 x 4	153	79
10 x 8	55	44
10 x 6	133	81
12 x 10	46	36
12 x 8	104	69
16 x 12	61	45
16 x 10	103	63
20 x 16	58	45
20 x 12	139	81
24 x 20	55	45
24 x 16	128	82

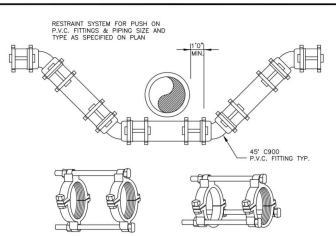
NOTES:
1. LENGTHS SHOWN ON THIS TABLE ARE TO BE INTERPRETED FOLLOWS :
   Lha = RESTRAINED LENGTH FROM HIGH SIDE FITTING OF A VERT. BEND
   Lla = RESTRAINED LENGTH FROM LOW SIDE FITTING OF VERT. BEND
   Lr = RESTRAINED LENGTH ON BOTH SIDES FROM FITTING
   Lrn = MINIMUM LENGTH TO FIRST JOINT OF RUN ON BOTH SIDES
   Lbr = RESTRAINED LENGTH REQUIRED ON BRANCH FROM FITTING
   L(A) = LENGTH OF PIPE ON SMALL SIDE FREE OF FITTING
   L(B) = RESTRAINED LENGTH ON LARGE SIDE OF REDUCER
2. A SAFETY FACTOR = 2.5 IS USED FOR VERTICAL OFFSETS TO COMPENSATE FOR SATURATED SOIL CONDITIONS. A SAFETY FACTOR = 2.0 IS USED FOR ALL OTHER CASES.
3. L(A) AND L(B) ABOVE ARE TWO OPTIONS FOR PROVIDING THE REQUIRED THRUST RESTRAINT FOR THE FITTING. EITHER L(A) LENGTH OF PIPE FREE OF FITTINGS (BENDS, TEES, REDUCERS OR VALVES) ON THE SMALL SIDE OF THE REDUCER WILL PROVIDE THE REQUIRED RESTRAINT OR L(B) LENGTH CAN BE RESTRAINED ON THE LARGE SIDE OF THE FITTING.
4. THE FOLLOWING ARE ASSUMED :
   4" – 10" PIPE HAS 30" MIN. COVER
   12" – 24" PIPE HAS 36" MIN. COVER
   4" – 24" PIPE IS PVC
5. VALVES SHALL BE RESTRAINED ON EITHER SIDE OF THE FITTING AS A DEAD END. THE PIPE SHALL HAVE NO FITTINGS WITHIN THE LENGTHS SHOWN ON THIS TABLE FOR THE SAME SIZE DEAD END. IN CASES WHERE THIS LENGTH CAN NOT BE PROVIDED FREE OF FITTINGS, ADDITIONAL RESTRAINT SHALL BE REQUIRED AS APPROVED BY ENGINEER.
6. ALL DEAD END LINES, PERMANENT OR TEMPORARY, SHALL BE RESTRAINED PER THE ABOVE RESTRAINT TABLE.
7. ALL VALVES SHALL BE RESTRAINED AS DEAD ENDS, IN BOTH FLOW DIRECTIONS, PER THIS TABLE.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

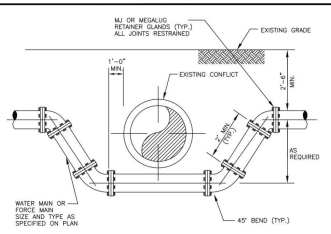
Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing (4) Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main 3 ft. minimum	Water Main 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is the preferred	Alternate 3 ft. minimum Water Main
Vacuum Sanitary Sewer	Water Main 10 ft. preferred 3 ft. minimum	Water Main 12 inches preferred 6 inches minimum	Alternate 3 ft. minimum Water Main
Gravity or Pressure Sanitary Sewer Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main 10 ft. preferred 6 ft. minimum (3)	Water Main 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is the preferred	Alternate 6 ft. minimum Water Main
Sanitary Sewer Force Main, Reclaimed Water (4)	10 ft. minimum	---	---

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

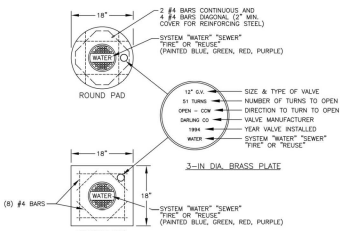


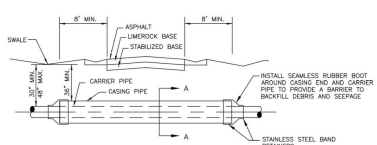
PVC PRESSURE LINE CONFLICT ADJUSTMENT FITTINGS
CB-6



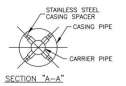
CONFLICT ADJUSTMENT MJ
CB-8

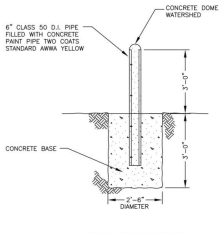
CROSSING DETAIL
CB-7



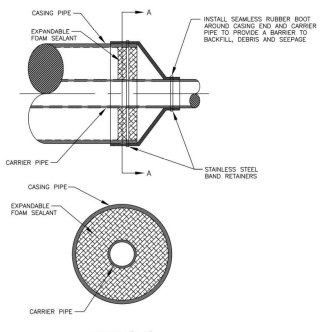


NOTE:
UNDERGROUND CROSSING REQUIRES A MINIMUM VERTICAL CLEARANCE OF 48" BELOW PAVEMENT SURFACE FOR FREEWAYS, 36" FOR OTHER HIGHWAYS OR 30" BELOW UNPAVED GROUND INCLUDING DITCH GRADE PER F.D.O.T.

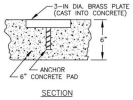




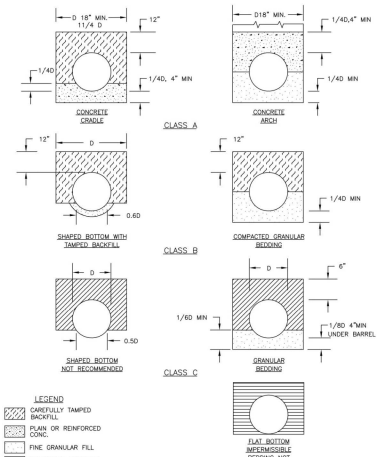
GUARD POST DETAIL
CB-12



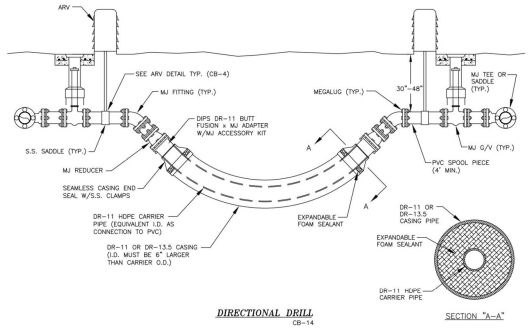
JACK AND BORE
CB-10



VALVE PAD
CB-11

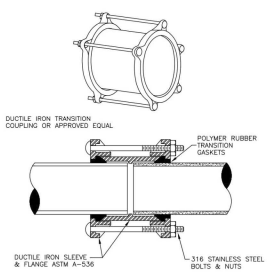


END SEAL/CASING PIPE
CB-13

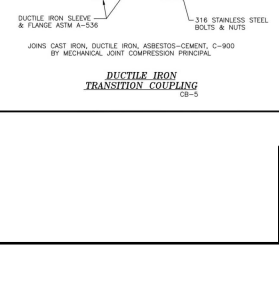


DIRECTIONAL DRILL
CB-14

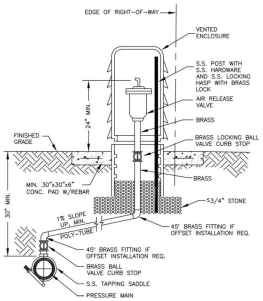
TRENCH CROSS SECTION
CB-9



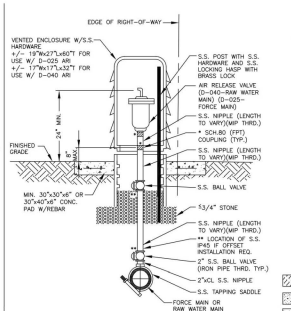
RESTRAINT TABLE
CB-1



DUCTILE IRON TRANSITION COUPLING
CB-5



AIR RELEASE VALVE (WATER)
(2" ONLY)
CB-4



AIR RELEASE VALVE (RAW WATER/SEWER)
(2" ONLY)
CB-4

LEGEND
- CAREFULLY TAMPED BACKFILL
- PLAIN OR REINFORCED CONC.
- FINE GRANULAR FILL
- COMPACTED GRANULAR MATERIAL
- LIGHTLY COMPACTED BACKFILL
- LOOSE BACKFILL

SOURCE: ASCE MANUAL NO.37 (WPCF MANUAL OF PRACTICE NO.37)

PIPE BEDDING
CB-3

DETAIL CB–2 DELETED

CONSULTANTS COMMENTS:

B.S.U. DETAIL SHEETS MUST REMAIN AS IS (NO ALTERATIONS)
IF ADDITIONAL DETAILS ARE REQUIRED SUBMIT ON SEPERATE SHEET

CLIENT: BONITA SPRINGS UTILITIES
PROJECT: LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

Bonita Springs Utilities, Inc

TITLE: COMBINATION WATER/WASTEWATER DETAILS
SCALE: NOT TO SCALE
DATE: APRIL 2019
11900 E. TERRY STREET
BONITA SPRINGS, FLORIDA 34135
PHONE: (239) 992–0711 FAX: (239) 992–9223
DWG #: COMBDET.DWG
SHEET OF

PREPARED FOR:
BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390–4805
(239) 390–4905

NO.	DATE	REVISION DESCRIPTION	BY

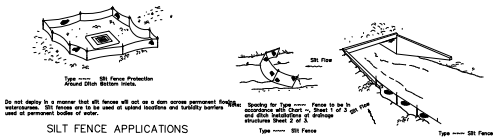
BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY FORT MYERS, FLORIDA 33966
PHONE: (239) 939–5490 FAX: (239) 939–2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM
D. BRENT ADDISON P.E. LIC. #70611

COMBO-BSU-DETAILS
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

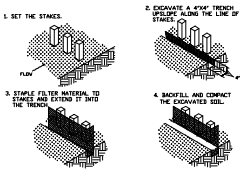
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	UTL–DTLS	DBA	JLS	DBA	N.T.S.	10

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

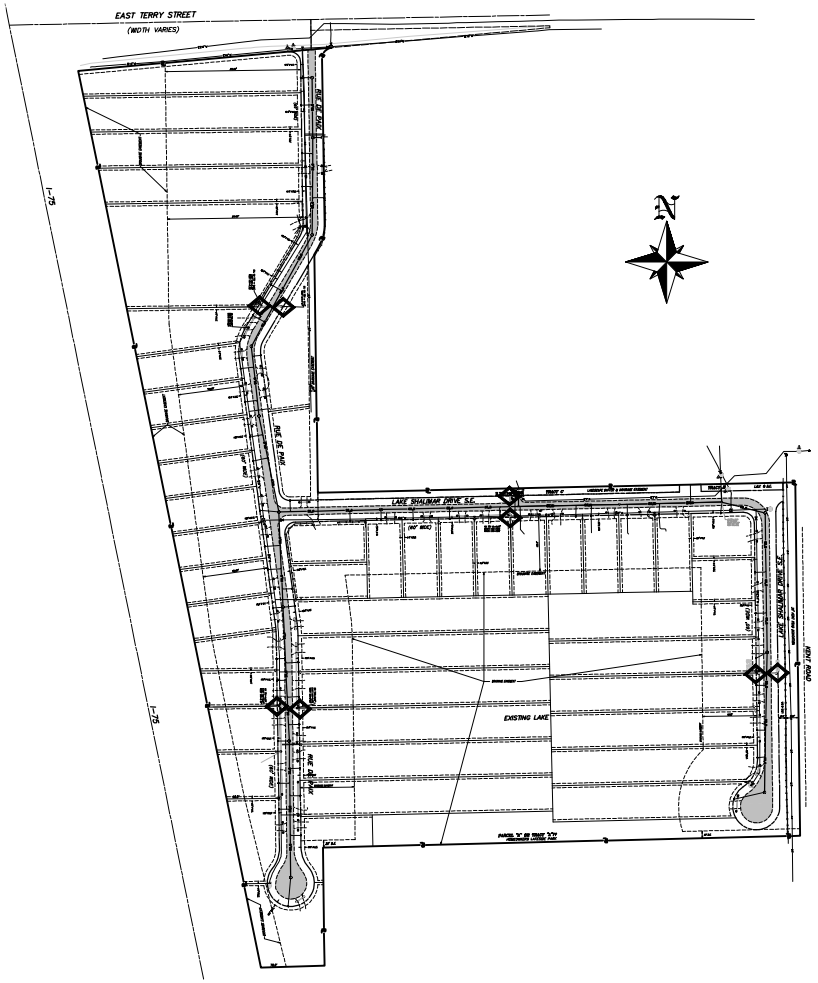
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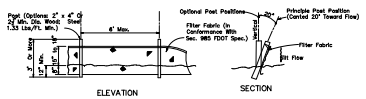


SILT FENCE APPLICATIONS



CONSTRUCTION OF A FILTER BARRIER
NTS





NOTE:
1. Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).
2. Entire Fence shall conform to the detail for Type III fence except that bottom edge need not be buried.

TYPE ~~~ SILT FENCE

GENERAL NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY, APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFF SITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.

2. THE FOLLOWING MINIMUM REQUIREMENTS ARE RECOMMENDED: (REFERENCE FLORIDA DEVELOPMENT MANUAL, FDER, PPS 6-301 TO 6-500).
   A) BMP 1.01 – TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
   B) BMP 1.06 – SILT FENCE
   C) BMP 1.08 – STORM INLET DRAIN PROTECTION

3. APPROPRIATE INLET PROTECTION TO PREVENT EROSION IS REQUIRED FOR ALL INLETS THROUGH OUT SITE CONSTRUCTION.

4. SILT FENCE SHALL BE INSTALLED ALONG THE PROPERTY LINE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

5. THE ENTIRE SURFACE WATER MANAGEMENT SYSTEM SHALL BE OWNED AND MAINTAINED BY RONTO DEVELOPMENTS PARKLANDS, INC., UNTIL SUCH TIME THAT THE PROPERTY IS SUBDIVIDED, AND WHEN SUBDIVIDED, A PROPERTY OWNERS ASSOCIATION WILL BE CREATED AND WILL ACCEPT MAINTENANCE OF THE DRAINAGE FACILITIES.

PROJECT INFORMATION:

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
2. THIS PROJECT PRESENTS NO ADVERSE IMPACTS ON LOCAL GROUND OR SURFACE WATERS.
3. THIS PROJECT DOES NOT ADVERSELY EFFECT THE FLOOD PLAIN OR RIVERINE AREA.
4. NO KNOWN ARCHAEOLOGICAL SITES EXIST WITHIN THE PROJECT AREA.
5. THIS SITE CAN BE USED SAFELY FOR THE DEVELOPMENT AS SHOWN WITHOUT UNDUE DANGER FROM FLOOD OR ADVERSE SOIL AND / OR FOUNDATION CONDITIONS.
6. THE SUBJECT PARCEL SHOWN HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAPS.

LEGEND:

= STAKED SEDIMENT LOT AT INLETS OR STAKED SILT FENCE

= STAKED SILT FENCE

PREPARED FOR:

BONITA SPRINGS UTILITIES
11860 EAST TERRY STREET
BONITA SPRINGS, FL. 34135
(239) 390-4805
(239) 390-4905

NO.	DATE	REVISION DESCRIPTION	BY

BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY
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PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

D. BRENT ADDISON
P.E. LIC. #70611

BEST MANAGEMENT PRACTICE PLAN
LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
2/14/2020	8381SS	BMP	DBA	JLS	DBA	N.T.S.	11

LAKES OF SAN SOUCI GRAVITY SEWER EXPANSION

S:\JOBS\8300\8381SS\DESIGN\DWG\PLANS\11 BEST MANAGEMENT PRACTICE PLAN.DWG 2/7/2020 8:13:38 AM JBRAE

EXHIBIT C
UTILITY WORK COST ESTIMATE

EXHIBIT C - Area 1

SUN VILLAGE
SEWER EXPANSION
COST ESTIMATE
June 2020

PART 1 GENERAL					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1	**Mobilization**	1	LS	$ 150,000.00	$ 150,000.00
2	**Maintenance of Traffic**	1	LS	$ 20,000.00	$ 20,000.00
3	**Preconstruction Audio/Video Recording**	1	LS	$ 9,000.00	$ 9,000.00
4	**Survey and Record Drawings**	1	LS	$ 30,000.00	$ 30,000.00
				PART 1 GENERAL SUBTOTAL:	**$ 209,000.00**

PART 2 SANITARY SEWER SYSTEM					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
5	**Gravity Sewer Main**				
a.	8" PVC Gravity Main (6'-8' Cut)	1,766	LF	$ 72.00	$ 127,152.00
b.	8" PVC Gravity Main (8'-10' Cut)	2,620	LF	$ 85.00	$ 222,700.00
c.	8" PVC Gravity Main (10'-12' Cut)	1,777	LF	$ 125.00	$ 222,125.00
d.	8" PVC Gravity Main (12' & up Cut)	2,120	LF	$ 170.00	$ 360,400.00
6	**Sanitary Sewer Manholes**				
a.	Manhole (6'-8' Cut)	6	LF	$ 6,500.00	$ 39,000.00
b.	Manhole (8'-10' Cut)	9	LF	$ 8,500.00	$ 76,500.00
c.	Manhole (10'-12' Cut)	5	LF	$ 10,000.00	$ 50,000.00
d.	Manhole (12' & up Cut)	7	LF	$ 12,000.00	$ 84,000.00
7	**Connect to Existing Main**				
a.	Connect to Existing 6” Force Main	1	EA	$ 5,000.00	$ 5,000.00
8	**Sewer Force Main**				
a.	6" PVC C900 DR14	890	LF	$ 50.00	$ 44,500.00
9	**Sanitary Sewer Services**	143	EA	$ 1,200.00	$ 171,600.00
10	**Pump Station (20' Deep)**	1	LS	$ 300,000.00	$ 300,000.00
11	**Abandon Septic Tanks**	129	EA	$ 3,500.00	$ 451,500.00
				PART 2 SANITARY SEWER SYSTEM SUBTOTAL:	**$ 2,154,477.00**

PART 3 RESTORATION					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
12	**Road Repair**	21,044	SY	$ 35.00	$ 736,540.00
13	**General Restoration**	8,283	LF	$ 25.00	$ 207,075.00
				PART 3 RESTORATION SUBTOTAL:	**$ 943,615.00**

BID SUMMARY	
PROJECT SUBTOTAL:	**$ 3,307,092.00**
25% Contingency:	**$ 826,773.00**
PROJECT TOTAL:	**$ 4,133,865.00**

EXHIBIT C- Area 2

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR RESIDENTIAL CONSTRUCTION

San Souci Gravity Sewer

01/2020

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A.	**General**				
1	Road Reconstruction	3824	LF	$100.00	$382,400.00
2	Survey	3,824	LF	$15.00	$57,360.00
3	Dewatering	3,824	LF	$80.00	$305,920.00
					$745,680.00
B.	**DRAINAGE**				
1	12"x18" ERCP	105	LF	$35.00	$3,675.00
2	24"x38" ERCP	50	LF	$41.00	$2,050.00
3	Catch Basin	4	EA	$2,750.00	$11,000.00
4	12'x18' MES	1	EA	$1,800.00	$1,800.00
					$18,525.00
C.	**SANITARY SEWER CONSTRUCTION**				
1	8" PVC Sanitary Sewer (0-6' Cut)	931	LF	$30.00	$27,930.00
2	8" PVC Sanitary Sewer (6-8' Cut)	1,500	LF	$40.00	$60,000.00
3	8" PVC Sanitary Sewer (8-10' Cut)	729	LF	$50.00	$36,450.00
4	8" PVC Sanitary Sewer (10-12' Cut)	664	LF	$60.00	$39,840.00
5	Manhole 4' Diameter (0-6')	7	EA	$5,000.00	$35,000.00
6	Manhole 4' Diameter (6-8')	4	EA	$5,600.00	$22,400.00
7	Manhole 4' Diameter (8-10')	2	EA	$8,500.00	$17,000.00
8	Manhole 4' Diameter (10-12')	1	EA	$9,100.00	$9,100.00
9	6" Single Sewer Service	48	EA	$1,200.00	$57,600.00
					$305,320.00
				Total	**$1,069,525.00**
	Septic Abandonment and Individual Connections	48	EA	$4,000.00	$192,000.00
	Mobilization 10% of Total				$106,953.00
	Maintenance of Traffic 5% of Total				$53,477.00
				Sub Total	**$1,421,955.00**
	30% of Contingency				$426,587.00
				Total Construction Cost	**$1,848,542.00**

EXHIBIT D-1

SPECIAL SERVICE CHARGE TO THE SUN VILLAGE subdivision –

In addition to the other rates and charges contained in this Tariff, customers in the Sun Village subdivision are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers.

Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years with an interest rate of 4.0% annum.

The charges are set forth below:

Single Family Unit One Time Payment: $3,584

Monthly Amortization: $17.11

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Sun Village customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

EXHIBIT D-2

SPECIAL SERVICE CHARGE TO THE LAKES OF SAN SOUCI subdivision –

In addition to the other rates and charges contained in this Tariff, customers in the Lakes of San Souci subdivision are required to pay a Special Service Charge which is intended to defray the cost of necessary improvements in order to render service to such customers, and which provide a special benefit to those customers.

Customers may pay the Special Service Charge in a lump sum, or amortize the cost over 30 years with an interest rate of 4.0% annum.

The charges are set forth below:

Single Family Unit One Time Payment: $4,948

Monthly Amortization: $23.62

Any customer electing to pay the amortized monthly charge may request from the Company the outstanding balance due on such Special Service Charge and pay off the charge in full at any time. Customers electing to pay the monthly amortized charge shall be subject to the terms of payment for monthly rates as set forth herein, including being subject to disconnection of service for nonpayment. In the event a customer elects to amortize the special service charge, the customer shall allow the Company to place a lien on the property to secure repayment.

Lakes of San Souci customers are also responsible for payment of the appropriate ANC Fee for their unit which may also be amortized up to 30 years.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-022
February 15, 2023

REQUESTED MOTION: Approve two grant agreements with the Florida Department of Enviornmental Protection for the Sun Village and Lake of San Souci neighborhoods septic replacement project

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management, #4 Environmental Protection, #5 Strengthen City Finances

---

BACKGROUND:

On June 16, 2021, City Council directed staff to coordinate with Bonita Springs Utilities (BSU) to submit a grant application for potential septic to sewer projects. On November 10, 2021, the City received a notice of award from FDEP for two neighborhoods: Sun Village was awarded $2,050,000 and Lake of San Souci was awarded $950,000. The grant requires a 1:1 match with the City and BSU each committing to fund the required $3,000,000 ($1,500,000 from the City and $1,500,000 from BSU).

In order to implement the City's grant award with FDEP, the City must enter into an agreement with the Bonita Springs Utilities as they are the entity responsible for water and wastewater services.

This item is a companion request to Green Sheet 23-02-021 requesting approval of the Septic Replacement and Groundwater Protection Agreement with BSU.

STAFF RECOMMENDATION: Approve two (2) grant agreements with the Florida Department of Enviornmental Protection for the Sun Village and Lake of San Souci neighborhoods septic replacement project

ATTACHMENTS:

1. Agreement WG060 – Sun Village Septic to Sewer Project
2. Agreement WG062 – Lake of San Souci Septic to Sewer Project

---

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Sun Village Septic to Sewer Conversion Project**

Agreement Number: **WG060**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bonita Springs** Entity Type: **Local Governemnt**

Grantee Address: **9101 Bonita Beach Road, Bonita Springs, FL 34135** FEID: **59-3649914** (Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **September 30, 2026**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **26.35088, -81.7521**

Project Description: **This project is the septic to sewer conversion of homes in the Sun Village neighborhood in East Bonita Springs.**

5. Total Amount of Funding: **$2,050,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**Fed WWG, Section 152, FY21-22, WPSPTF**	**$2,050,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$2,050,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$4,100,000.00**

6. Department's Grant Manager

Name: **Anna Kemp** or successor

Address: **3900 Commonwealth Blvd. MS 3620**, **Tallahassee, FL 32399**

Phone: **850-245-2904**

Email: **Anna.Kemp@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Elly Soto McKuen** or successor

Address: **9101 Bonita Beach Road**, **Bonita Springs, FL 34135**

Phone: **239-949-6262**

Email: **Elly.McKuen@CityofBonitaSprings.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$2,050,000.00**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bonita Springs **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Rick Steinmeyer, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Anna Kemp, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. 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.

d. 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:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's Grant Manager.

iii. 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 Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, 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, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State'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 Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to 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 (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by 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 Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 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 sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, 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.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department 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. 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.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG060

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Sun Village Septic to Sewer Conversion Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,050,000.00 through cash or third party in-kind towards the work funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
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 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to 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.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Sun Village Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Spring within Lee County; Lat/Long (26.35088, -81.7521).

PROJECT BACKGROUND: The Sun Village neighborhood is comprised of approximately 140 residential structures and located in East Bonita Springs (east of Interstate 75). The development is currently served by individual septic tanks. During strong storm events and hurricanes, this neighborhood frequently floods and has standing water in swales, roadways and individual yards for multiple days. Because of the persistent flooding, the homeowners are unable to use their facilities or flush their toilets.

A storm, Invest 92L, in August 2017 occurred two weeks prior to Hurricane Irma in September 2017. Both events produced a large amount of rain, flash floods, and significantly raised the water table in the community over a two-week period.

The City of Bonita Springs (Grantee) is working cooperatively with the Bonita Springs Utilities, Inc. (BSU). BSU is a not-for-profit entity, separate from the City of Bonita Springs. BSU has invested approximately $155,000 for engineered construction plans for the wastewater improvement project.

PROJECT DESCRIPTION: The Grantee will construct a wastewater collection system and convert the Sun Village neighborhood from septic tanks to a centralized wastewater system. There are approximately 140 single family units in the Sun Village neighborhood that will be connected to the centralized wastewater system.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the central wastewater collection system service in the Sun Village neighborhood.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task #2: Construction

Deliverables: The Grantee will construct a central wastewater collection system service in the Sun Village neighborhood in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 140 single family residences to a central sanitary sewer system for wastewater treatment by the BSU facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	$2,000	$2,000	5/31/2023	08/30/2023
2	Construction	Contractual Services	$1,788,000	$1,788,000	11/30/2023	03/30/2026
3	Connection to Central Sewer	Contractual Services	$260,000	$260,000	03/30/2026	06/30/2026
		TOTAL	$2,050,000	$2,050,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, 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 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 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 Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide 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 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 Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to 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 Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of 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@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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 agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 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), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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/

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$2,050,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,050,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) 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/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, 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 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.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. 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.
C. Wholly or partly suspend or terminate this Contract.
D. 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:

A. 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:
    i. 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.
B. 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.
C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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. 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.

5. 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. 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 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. 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. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. 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.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

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

2. 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.

3. 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:

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

4. 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.

5. 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.

6. 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.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

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

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	WG060
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF Infrastructure Projects

For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Lakes of San Souci Septic to Sewer Conversion Project**
Agreement Number: **WG062**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Bonita Springs** Entity Type: **Local Governemnt**
Grantee Address: **9101 Bonita Beach Road, Bonita Springs, FL 34135** FEID: **59-3649914** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **26.3422, -81.7511**
Project Description: **This project is for the conversion of approximately 48 homes in the Lakes of San Souci neighborhood from septic to sewer.**

5. Total Amount of Funding: **$950,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**Fed WWG, Section 152, FY21-22, WPSPTF**	**$950,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$950,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$1,900,000.00**

6. Department's Grant Manager
Name: **Richmond Abellera** or successor
Address: **3900 Commonwealth Blvd.** **Tallahassee, FL 32399**
Phone: **850-245-2817**
Email: **Richmond.Abellera@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Elly Soto McKuen** or successor
Address: **9101 Bonita Beach Road** **Bonita Springs, FL 34135**
Phone: **239-949-6262**
Email: **Elly.McKuen@CityofBonitaSprings.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☑ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	**$950,000.00**
Federal Awarding Agency:	**Department of Treasury**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bonita Springs **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Rick Steinmeyer, Mayor, City of Bonita Springs

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Richmond Abellera, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. 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.

d. 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:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, 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 Department or steps taken by Grantee shall preclude 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 Department as requested by Department's Grant Manager.

iii. 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 Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, 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, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State'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 Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to 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 (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by 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 Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: 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, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) 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 the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 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 sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, 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.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. 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, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by 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 Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department 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. 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.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG062

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Lakes of San Souci Septic to Sewer Conversion Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $950,000.00 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
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 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to 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.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Lakes of San Souci Septic to Sewer Conversion Project

PROJECT LOCATION: The Project will be located in the City of Bonita Springs within Lee County; Lat/Long (26.3422, -81.7511).

PROJECT BACKGROUND: Residential structures located in the Lakes of San Souci are currently served by individual septic tanks. During storm rain events and hurricanes, this neighborhood floods, and the homeowners are unable to use their facilities or flush their toilets.

The Lakes of San Souci residential neighborhood is located in East Bonita Springs. The neighborhood is south of the Bonita Springs Utilities, Inc. (BSU) wellfields and the Larry Kiker Preserve (Lee County), west of the Corkscrew Regional Ecosystem Watershed (CREW) land, and within the Imperial River Watershed Basin. The area is also located within the Everglades West Coast BMAP. The conversion project will assist in the reduction of excess nutrient pollution within the Basin.

PROJECT DESCRIPTION: The City of Bonita Springs (Grantee), working cooperatively with the BSU, will convert a neighborhood currently on septic tanks to a centralized sewer system. BSU is a not-for-profit entity, separate from the City of Bonita Springs, and operates under the provisions outlined in Chapter 617, Florida Statutes. BSU has invested approximately $115,000 for engineered construction plans for the wastewater improvement plans. There are currently 48 single-family residential homes in the neighborhood that will be connected to a central sewer.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete the construction of central wastewater collection system service in the Lakes of San Souci neighborhood.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package, and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct a central wastewater collection system service in the Lakes of San Souci neighborhood in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 48 single-family residences to a central sanitary sewer system for wastewater treatment by the BSU facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	$2,000	$2,000	05/31/2023	08/30/2023
2	Construction	Contractual Services	$723,000	$723,000	11/301/2023	06/30/2025
3	Connection to Central Sewer	Contractual Services	$225,000	$225,000	07/30/2025	09/30/2025
		TOTAL	$950,000	$950,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, 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 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 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 Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide 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 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 Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to 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 Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of 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@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

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 agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 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), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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/

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	$950,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$950,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) 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/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, 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 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.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. 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.
C. Wholly or partly suspend or terminate this Contract.
D. 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:

A. 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:
    i. 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.
B. 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.
C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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. 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.

5. 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.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, 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), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. 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 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. 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. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. 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.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

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

2. 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.

3. 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:

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

4. 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.

5. 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.

6. 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.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

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

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	WG062
Project Title:	Lakes of San Souci Septic to Sewer Conversion Project
Grantee Name:	City of Bonita Springs
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 2: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 3: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 4: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task 5: Select Task Title

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Completion Status for Tasks:
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF INFRASTRUCTURE PROJECTS
For infrastructure projects, the Grantee shall provide the following project information:

Projected/actual construction start date (month/year):

Projected/actual initiation of operation date (month/year):

Project Location details:

Local Contributions:
For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

- **Summary of local contributions**:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (***Original Ink or Digital Timestamp***)	Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-023
February 15, 2023

REQUESTED MOTION: Authorize staff to execute a contract with TK Elevator Corporation to modernize the City Hall elevator for $190,000.00

REQUESTOR: Lora Taylor, Director of Communications

AGENDA: Consent

STRATEGIC PRIORITY:

BACKGROUND: In 2022, staff requested an assessment of the City Hall elevator. Staff was informed of a door lock monitoring state code change requirement. The Bonita Springs City Hall elevator needs the full hardware/software retrofit package. This FL safety code requirement must be complete in 2023. In addition to the door lock monitoring, the elevator needs to be modernized. The modernization package is engineered specifically for the City Hall elevator system and will include the elevator mechanical and electrical components being replaced, refurbished, or retained.

The door lock monitoring requirement and the elevator modernization will cost approximately $190,000.00 including funds for contingency. There are funds approved in the 2022/2023 capital budget for this project, 30.270.519.6401 Elevators and 30.270.519.4924 City Facilities Major Repairs. The existing service contract between Bonita Springs City Hall and TK Elevator requires that TKE be the sole company allowed to repair/alter the elevator equipment to ensure the contract is not compromised.

STAFF RECOMMENDATION: Approve contract with TK Elevator Corporation

ATTACHMENTS:

1. TKE Proposal Elevator
2. Related Building Work Scope

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lora Taylor

Council Action: Approved __ Denied __ Deferred ___ Other_____

Modernization Proposal

Bonita Springs City Hall

February 01, 2023

Purchaser:	City Of Bonita Springs	Location:	Bonita Springs City Hall
Address:	9101 Bonita Beach Rd SE Bonita Springs, FL 34135	Address:	9101 Bonita Beach Rd SE Bonita Springs, FL 34135

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Bonita Springs (hereinafter “Purchaser”) the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the “Proposal”) in the amount of **$104,093.93** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:
- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser’s acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Alyssa Donahoo
Sr Account Manager
alyssa.donahoo@tkelevator.com
+1 850 4803783

Modernization Proposal

SCOPE OF WORK

Grouping Name: City Hall

Equipment Type: Hydraulic	Speed: 125 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2500 lbs.

Units Included

Building Address	Nickname	TKE Serial #
Bonita Springs City Hall	City Hall	US209035

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
  - 24 VDC Signal Voltage
  - Auto Light and Fan Feature
  - Car Independent Service
  - Car Traveling Lantern Circuitry
  - Door Bypass Operation
  - Electronic Door Detector Interface
  - Hoistway Access and Enable
  - THY Board
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

Jack

Car

- Car Top Equipment: Cab Exhaust Fan
- Car Top Exit Switch
- Cab Wiring Material (200MK1)
- Car Top Inspection Station (Stand Alone)

Hoistway

- HN Boxes (per each 2 cars, grouped)
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Stainless Steel Tape add for Tape Selector
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

Modernization Proposal

Pit

- Pit Stop Switch

Cab

Door Equipment

- Door Operator
- Clutch
- Gate Switch
- Interlock Contacts Only
- Micro Light (Front)

Car Fixtures

- Main Car Station Includes Options Below
- • Applied Panel
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button
- Car Riding Lantern (Standard) #4 S/S (441)

Hall Fixtures

- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)

- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building - Related Building Work

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

a. Execution of this Proposal
b. Payment for pre-production and engineering
c. Approval of layout (if applicable)
d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	2 - 3 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled “Value Engineering Opportunities & Alternates” (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required)

and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$104,093.93
Initial progress payment:	(50%)	$52,046.97
Material furnished:	(25%)	$26,023.48
Total of remaining progress payments:	(25%)	$26,023.48

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$274.00

Mechanic (OT) per hour	$479.00
Team (Standard) per hour	$493.00
Team (OT) per hour	$862.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:
   a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
   b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
   c. Adequate bracing of entrance frames to prevent distortion during wall construction.
   d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
   e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
   f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
   g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
   c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
   d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
   g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;

j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
   b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
   c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
   d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
   i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified

and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of $2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for “temporary use” of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be $200.00 per calendar day per hydraulic elevator and $250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be

billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be $1,500.00 and a remobilization fee which shall be $2,500.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form.“ The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.

c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Four Thousand Ninety Three Dollars and Ninety Three Cents ($104,093.93) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Bonita Springs (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____ (Print or Type Name)	Marisa Donecker Branch Manager
_____ (Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Bonita Springs City Hall – Elevator Modernization

1/17/2023

Related Building Work

Optional Inclusion to be coordinated by TKE

$56,728

Scope of Work

Electrical Scope of Work:

a. Power confirmation is included.
b. Make safe of the existing electrical circuits as needed for the elevator modernization.
c. Retain and rework the existing main-line fusible and lockable disconnect for the new elevator controller.
d. Retain and rework the existing shunt trip enclosed circuit breaker.
e. Rework the existing main feed circuits and conduits as needed.
f. Retain and rework the existing fusible and lockable disconnect for the cab light circuit.
g. Rework the existing cab light circuit and conduits as needed.
h. Furnish and install new LED lighting in the machine room and elevator pit.
i. Retain the existing GFI protection in each machine room and elevator pit.
j. Furnish and install a new non-GFCI receptacle in the elevator pit for the sump pump.
k. Furnish and install a new circuit for the HVAC unit.
l. Furnish and install ¾" raceways and backboxes for new fire alarm devices.

Generator Scope of Work:

a. Furnish and install a new set dry contacts in the existing ATS for the pre & post transfer signals.
b. Furnish and install 1" raceways and backboxes from the ATS to the elevator hoist way for new pre& post transfer cables.
c. Furnish and install new cables for the pre & post transfer signals.
d. Furnish generator tech on inspection day for a mock generator transfer test.

HVAC Scope of Work:

a. Furnish and install a new 1-ton mini split HVAC systems for the machine room.
b. Furnish and install the set lines, refrigerate, and factory start-up.
c. This HVAC unit is designed to meet the cooling and heating needs of the machine room.

Carpentry Scope of Work:

a. Furnish and install a new "3-0" 2-hour rated hollow metal doors. Retain and re-install the existing self-locking and self-closing hardware.

Fire Alarm Scope of Work:

a. Retain and rework the existing addressable fire alarm system for the building.
b. Machine Room:
    a. Reuse the existing smoke detector, heat detector, primary & alternate relays, and shunt trip relay.
    b. Furnish and install a new fire hat relay for the machine room.
c. Hoistway:
    a. Furnish and install a new smoke detector for the hoistway.
d. Landings:
    a. Reuse the existing smoke detector at each stop.
e. Pre-Test & Inspection:
    a. Furnish a fire alarm technician for a pre-inspection test.
    b. Furnish a fire alarm technician for state elevator inspection.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-029
February 15, 2023

REQUESTED MOTION: Approve Florida Department of Environmental Protection Grant Agreement Amendment #1 for the Pine Lake Preserve Project.

REQUESTOR: Elly Soto McKuen, Senior Project Manager

AGENDA: Consent

STRATEGIC PRIORITY: #1 Stormwater Management

BACKGROUND: The City applied for and received a grant for stormwater improvements at the Pine Lake Preserve. The property is located at the southwest corner of Bonita Grande Drive and East Terry Street. The Florida Department of Environmental Protection (FDEP) agreement was fully executed by both the City and FDEP on June 18, 2020. The contract expires September 30, 2024.

The construction improvements are complete and came in under budget. Staff is currently in the yearlong monitoring phase. FDEP is offering the City the ability to reallocate any unused construction funds to other tasks identified in the original contract before reallocating those funds to other statewide projects. The attached Amendment #1 allows additional grant funds for Task 3 – Monitoring and Task 5 - Final Report. Both tasks require additional consultants to perform the monitoring requirements, as well as completing the final report for the project.

STAFF RECOMMENDATION: Approve FDEP Amendment #1 for the Pine Lake Preserve project.

ATTACHMENTS:

1. FDEP Contract NF078 Amendment #1

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	Matt Feeney

Council Action: Approved __ Denied __ Deferred ___ Other_____

AMENDMENT NO. 1
TO AGREEMENT NO. NF078
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BONITA SPRINGS

This Amendment to Agreement No. NF078 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bonita Springs (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pine Lake Preserve Re-Hydration (Project), effective June 18, 2020; and,

WHEREAS, the project is coming under budget by $144,501.25 and the total funding for this Agreement is now $ 435,498.75 ; and,

WHEREAS, the Grantee has requested a reallocation of the budget for the Project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$435,498.75	☐ State ☑ Federal	319, C9-99451520, GAA LI 1641, FY 15-16	$275,275.76
	☐ State ☑ Federal	319, C9-99451520, GAA LI 1607, FY 17-18	$76,200.00
	☐ State ☑ Federal	319, C9-99451520, GAA LI 1658, FY 19-20	$84,022.99
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☑ Grantee Match		**$283,332.50**
		Total Amount of Funding + Grantee Match, if any:	$718,831.25

2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

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

Department's Grant Manager
Name: Richmond Abellera
Address: 3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000
Phone: 850-245-2993
Email: Richmond.Abellera@FloridaDEP.gov

3. Section 8. of the Standard Grant Agreement is hereby revised to the following:

The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	C9-99451520
Federal Award Date to Department:	4/30/2020
Total Federal Funds Obligated by this Agreement:	$435,498.75
Federal Awarding Agency:	U.S. Environmental Protection Agency
Award R&D?	☐Yes ☒N/A

4. Section 7. of Attachment 2 is hereby revised to change the required match amount to at least $283,332.50.

5. Attachment 3, Project Timeline and Budget Detail, is hereby deleted and replaced with the following:

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$359,298.75	$239,532.50	06/18/2020	12/31/2021
2	Quality Assurance Project Plan - Draft	Contractual Services	$5,400.00	$3,600.00	06/18/2020	08/31/2022
	Quality Assurance Project Plan - Final					09/30/2022
3	Monitoring	Contractual Services	$56,200.00	$29,800.00	Upon QAPP Approval	11/30/2023
4	Public Education	Contractual Services	$600.00	$400.00	06/18/2020	06/30/2023
5	Final Report - Draft	Contractual Services	$14,000.00	$10,000.00	06/18/2020	02/28/2024
	Final Report - Final					03/31/2024
		Total:	**$435,498.75**	**$283,332.50**		

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

7. 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.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BONITA SPRINGS

By: _____
Authorized Signature

Rick Steinmeyer, Mayor
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Richmond Abellera, DEP Grant Manager

_____
Amanda Peck, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description
Attachment	5-1	Revised Special Audit Requirements

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

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 agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the 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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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/

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (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 **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Amendment 1	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	$435,498.75	140076
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

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

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$435,498.75	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-024
February 15, 2023

REQUESTED MOTION: Authorize staff to execute a contract with EnviroStruct for improvements to the City Hall parking lot and consider the addition of a pocket park in front of City Hall.

REQUESTOR: Lora Taylor, Director of Communications

AGENDA: City Manager's Items

STRATEGIC PRIORITY:

BACKGROUND:

City Council previously directed staff to address the needed improvements to the City Hall parking lot including the overlay, sewer deflection repair, sealcote, stripe, ADA warning pads, new sidewalk and new asphalt. The estimated cost is approximately $230,000.00 including contingency funds. The approved FY 2022/2023 capital improvement budget provides for the funding of this project in 30.270.519.4936 City Hall Sewer Lateral Repair Asphalt Overlay.

Additionally, in accordance with Bonita Beach Road visioning, staff reviewed the possiblility of a pocket park in front of City Hall as a sample of "placemaking". The pocket park is designed to be a passive park with benches, a small fountain and enhanced landscaping. The art piece in front of city hall would remain in place. The cost to construct the proposed park is approximately $27,286.00 and funding would be available in the current budget.

STAFF RECOMMENDATION: Authorize staff to execute a contract with EnviroStruct for parking lot improvements and consider the addition of a pocket park for $27,286.00.

ATTACHMENTS:

1. EnviroStruct Quote and GradyMinor drawings
2. Pocket Park Design Concept /Opinion of Probable Cost

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: Lora Taylor

Council Action: Approved __ Denied __ Deferred ___ Other_____

Bonita Springs City Hall Parking lot renovation

9101 Bonita Bch. Rd

Budget Estimate

January 11, 2023

ENVIROSTRUCT LLC
GENERAL CONTRACTORS & CONSTRUCTION MANAGERS

Bldg Area: 0 sf

General Conditions (1.5 Months)

Cost Code	Description	Qty.	U/M	Rate		Total
Total					**$**	**29,975.00**

Sub Contractor & Supplier Cost

Cost Code		Description	Qty.	U/M	Rate		Total
01-702	1	Survey/Layout				$	3,500.00
02-025	2	Demo asphalt and curbs/concrete per site revisions, root invasion, and sewer deflection repair, rough grade and stabilize subgrade for new asphalt,new sidewalks and curbs per plan, ADA warning pads, concrete flume, sealcoat and stripe enitre parking lot, repair sewer deflection.				$	126,000.00
02-140	3	Misc Landscape/Sod/Irrigation repairs				$	4,000.00
05-720	4	Pedestrian guardrails - 152lf				$	16,500.00
16-001	5	Electrical relocation of light pole, eliminate landscape light. Provide two pedestriann grade junction boxes for electrical in sidewalk location.				$	8,500.00
Total						**$**	**158,500.00**

Estimate Summary

Total General Conditions w/ Labor Burden	$	29,975.00
Total Subcontractor Costs	$	158,500.00
Design Fees - Architectural / Structural / Civil / MEP		By Owner
Permit & Impact Fees		By Owner
Builders Risk	$	713.25
Liability Insurance	$	1,513.51
Total Fee	$	19,070.18
Total Base Bid	**$**	**209,771.93**

Qualifications & Assumptions:

OPTION:

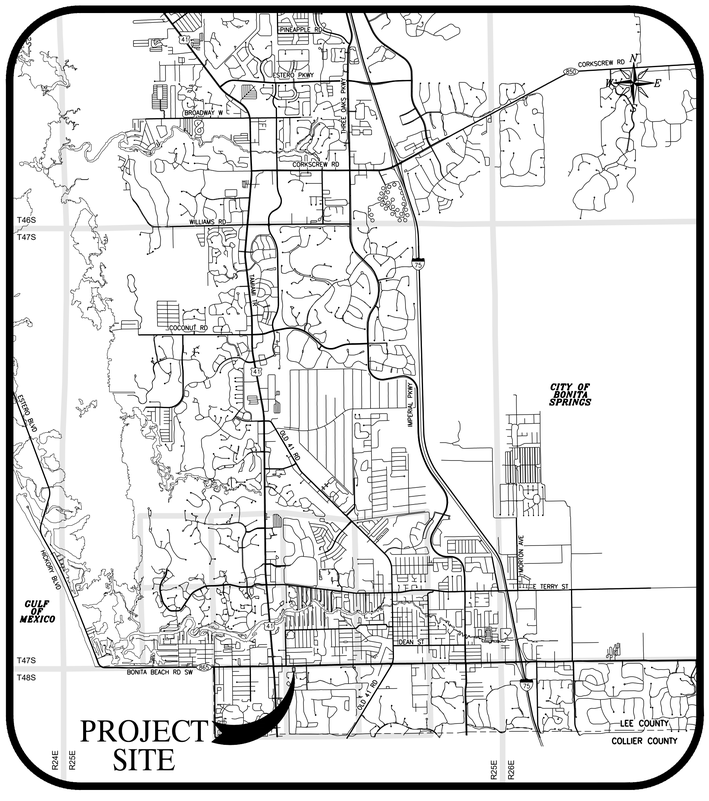
Bonita Springs City Hall
Limited Review Develpoment Order

Located in Bonita Springs, Lee County
Section 3, Township 45 South, Range 25 East

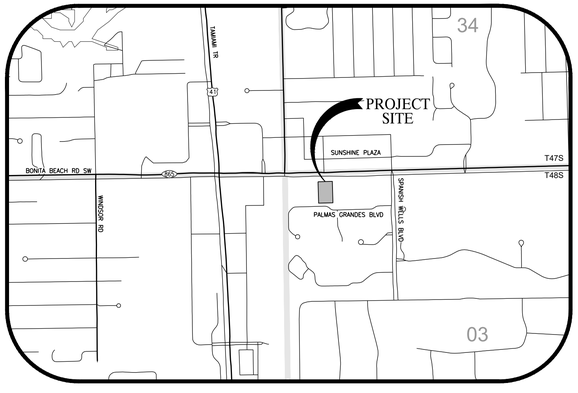
Owner/Developer:

CITY OF BONITA SPRINGS
9101 Bonita Beach Rd SE
Bonita Springs, FL 34135

LEE COUNTY
STRAP NUMBER: 03-48-25-B1-00001.0020
FOLIO NUMBER: 10295357



Location Map
N.T.S.



N.T.S.

Index of Sheets

Dwg. No.	Description
1	COVER SHEET AND INDEX OF DRAWINGS
2	GRADING, PAVING AND DRAINAGE
3	FIRE TRUCK PATH THRU NEW CONSTRUCTION
4	EROSION CONTROL, EXISTING CONDITIONS AND DEMOLITION PLAN & DETAILS

Revisions

Revision	Date	Description	By

Prepared by:

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

MICHAEL J. DELATE, P.E.
Q. GRADY MINOR & ASSOC., P.A.
3800 VIA DEL REY
BONITA SPRINGS, FL 34134
FLORIDA P.E. LICENSE NO. 49442
EB/LB 0005151

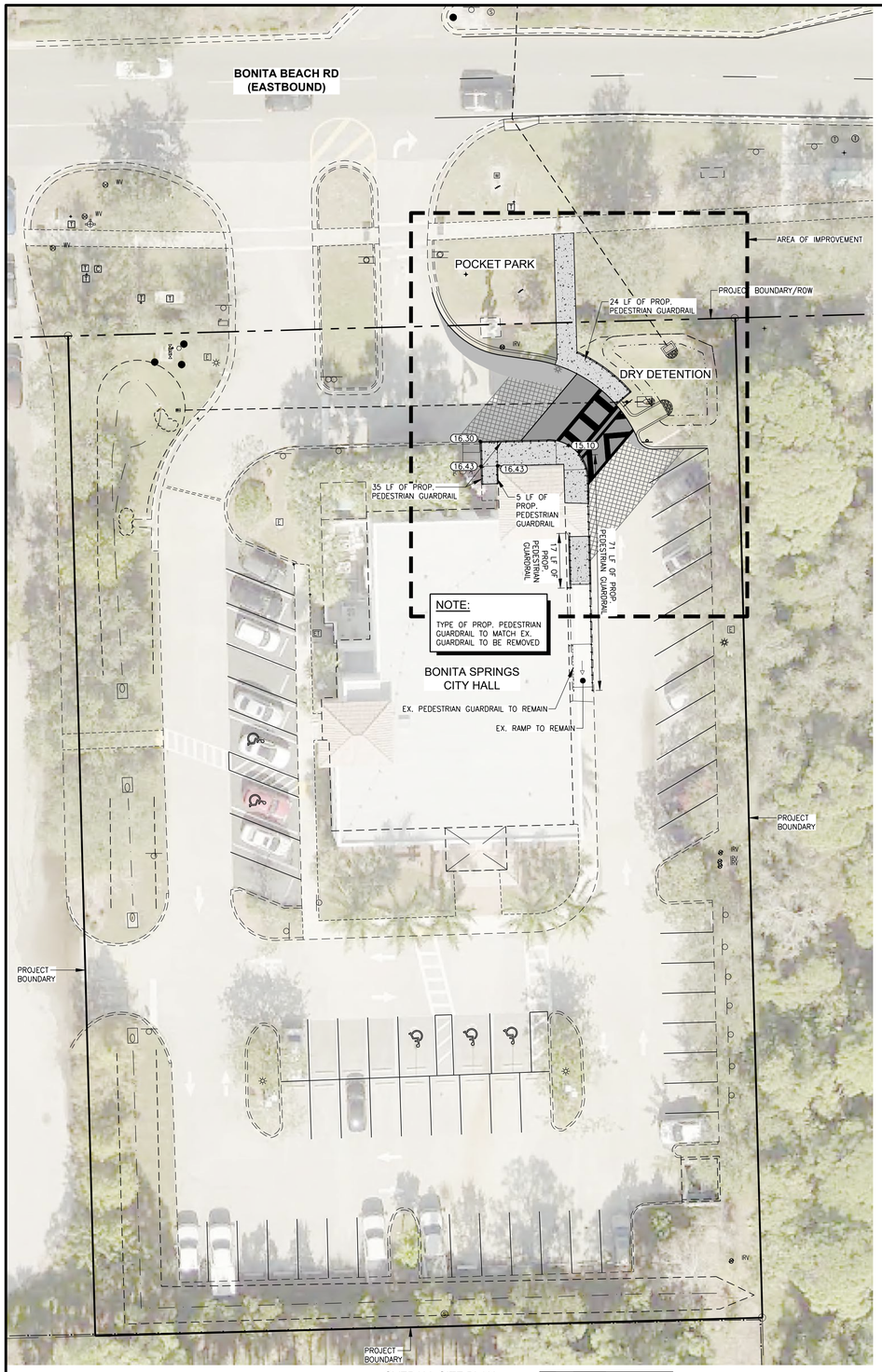
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JOB CODE: BS19OGM
SHEET NUMBER 1 OF 4

SUBMITTAL
LDO

Bonita Springs City Hall
Limited Review Develpoment Order

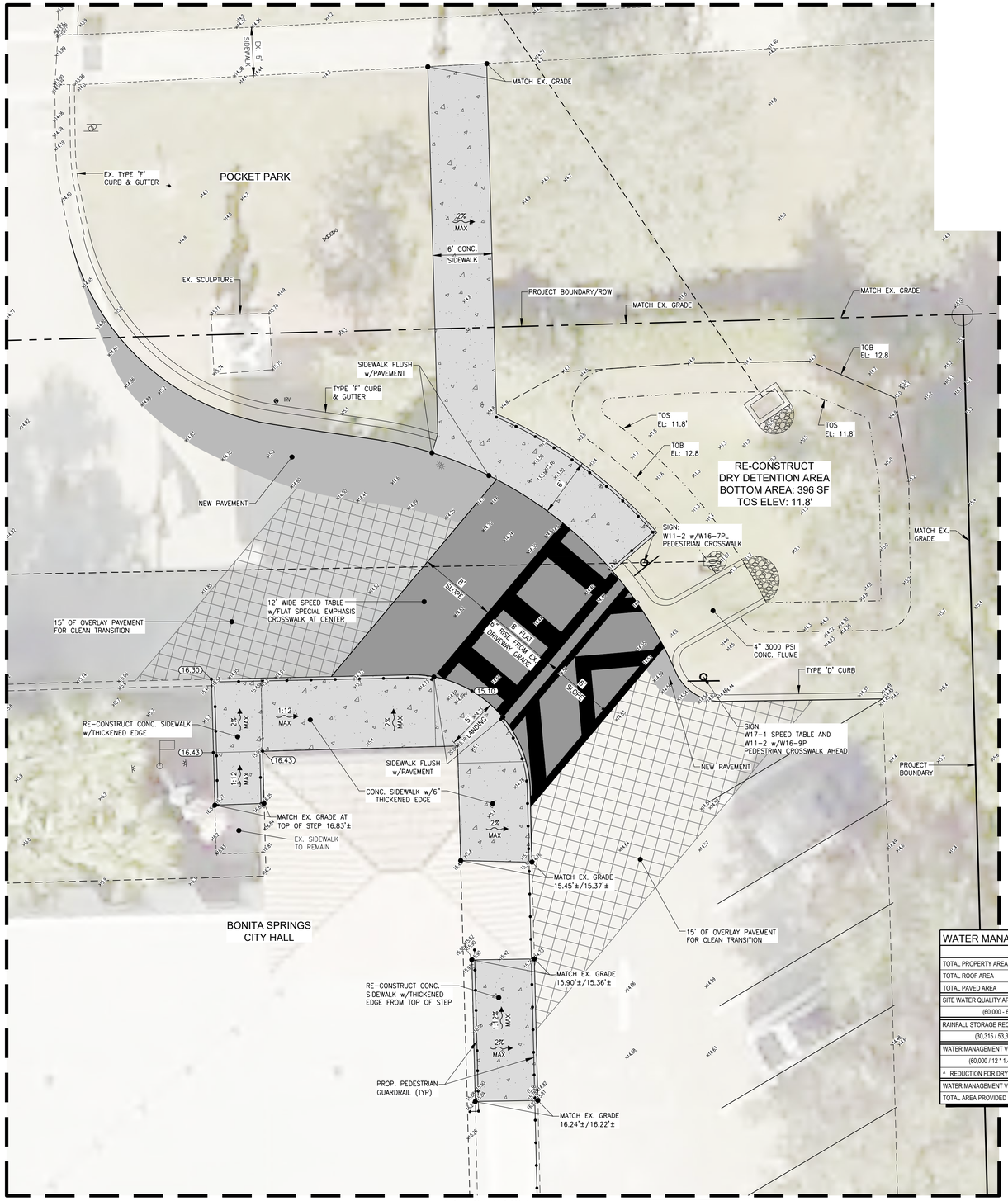
GradyMinor

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OVERALL SITE PLAN
SCALE: 1" = 20'

0 10 20 40
SCALE: 1" = 20'



AREA OF IMPROVEMENT
SCALE: 1" = 6'

0 3 6 12
SCALE: 1" = 6'

WATER MANAGEMENT CALCULATION			
		EXISTING	PROPOSED
TOTAL PROPERTY AREA	=	60,000 SF	
TOTAL ROOF AREA	=	6,610 SF	
TOTAL PAVED AREA	=	30,315 SF	31,043 SF
SITE WATER QUALITY AREA			
(60,000 - 6,610)	=	53,390 SF	
RAINFALL STORAGE REQUIRED			
(30,315 / 53,390) * 2.5	=	1.42 IN	1.45 IN
WATER MANAGEMENT VOLUME REQUIRED			
(60,000 / 12 * 1.42" * 0.75^)	=	5,325 CF	
^ REDUCTION FOR DRY DETENTION	=		
WATER MANAGEMENT VOLUME PROVIDED			
TOTAL AREA PROVIDED	=	5,410 CF	

LEGEND

Revision	Date	Description	By

DESIGNED BY: MJD
DRAWN BY: KAM
APPROVED: KAM
JOB CODE: BS19QGM
SCALE: AS NOTED

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. EB 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

BONITA SPRINGS CITY HALL

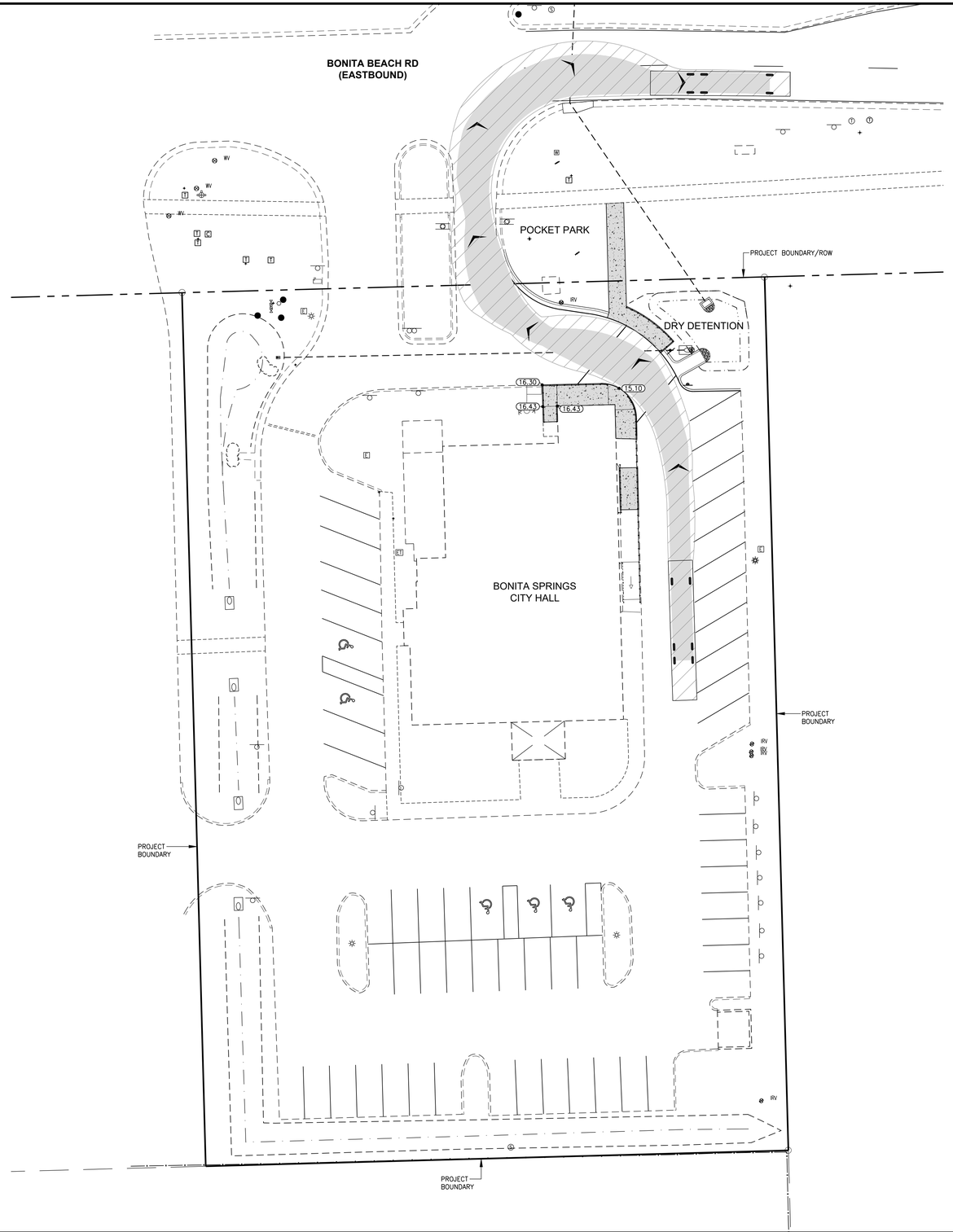
GRADING, PAVING AND DRAINAGE

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.217

MICHAEL J. DELATE, P.E.
FLORIDA P.E. LICENSE NO. 49442

MUNICIPALITY: BONITA SPRINGS
SEC/TWNSHP/RNG: 3/45S/25E
DATE: NOVEMBER 2022
SUBMITTAL TYPE: LDO

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LEGEND

Revision	Date	Description	By

DESIGNED BY:	MJD
DRAWN BY:	KAM
APPROVED:	KAM
JOB CODE:	BS19QGM
SCALE:	1" = 20'

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BONITA SPRINGS CITY HALL

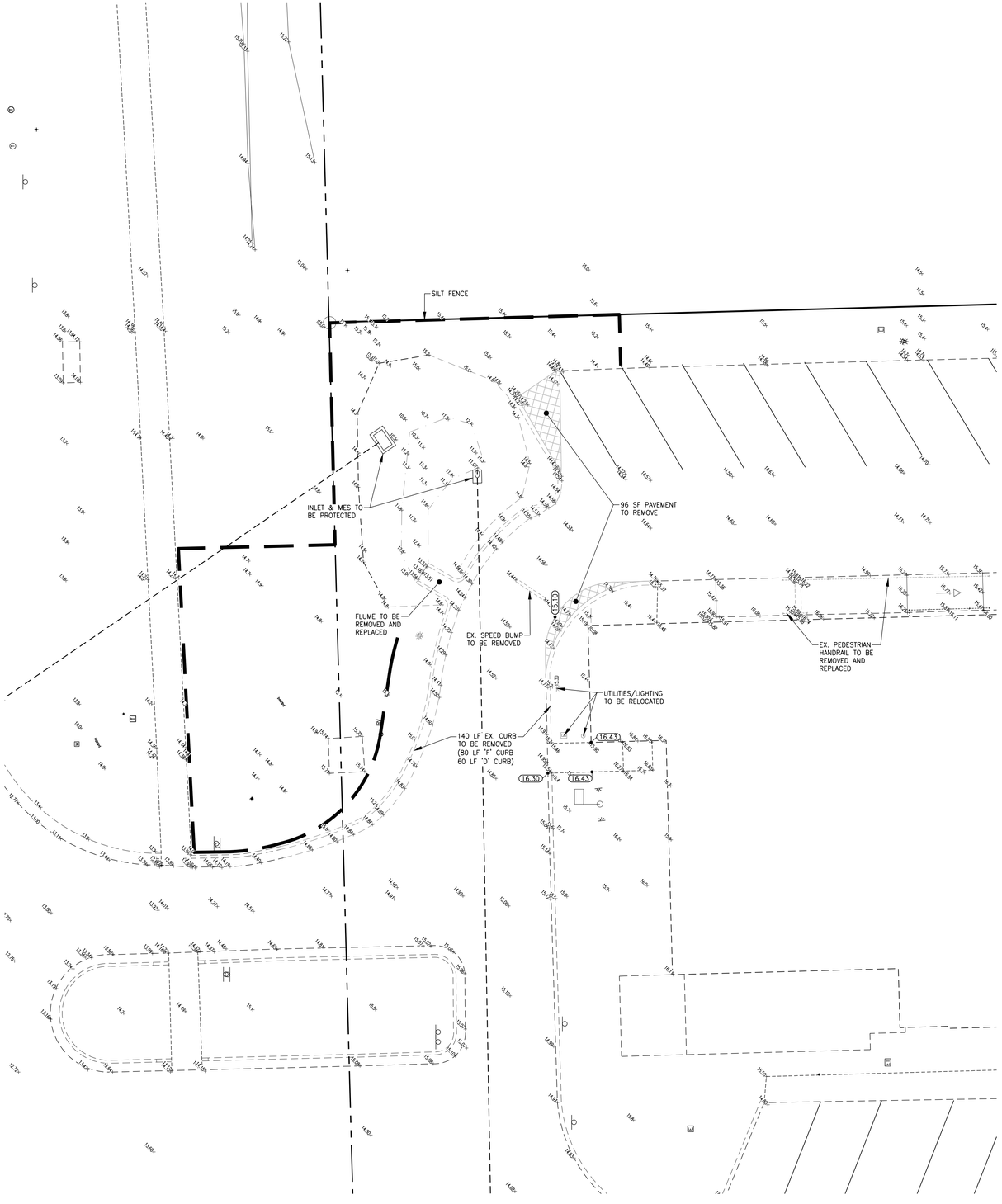
FIRE TRUCK PATH THRU
NEW CONSTRUCTION

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88)
CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.217

MICHAEL J. DELATE, P.E.
FLORIDA P.E. LICENSE NO. 49442

MUNICIPALITY:	BONITA SPRINGS
SEC/TWNSHP/RNG	3/45S/25E
DATE:	NOVEMBER 2022
SUBMITTAL TYPE:	LDO

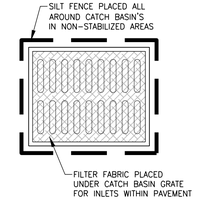
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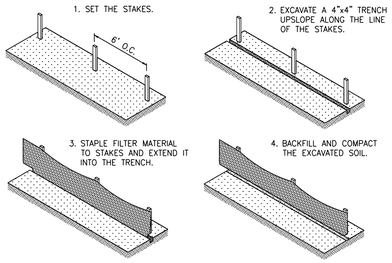
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SCALE: 1" = 10'



CATCH BASIN PROTECTION
N.T.S.



TYPICAL SILT FENCE DETAIL
N.T.S.

CLEARING/DEMOLITION NOTES:

1. CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF DEMOLITION/CLEARING SHOWN UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS. ACTUAL LIMITS OF CLEARING SHALL BE DETERMINED IN THE FIELD BY OWNER AND/OR ENGINEER.
3. CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES/CLEARING LIMITS PRIOR TO CLEARING.
4. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF ANY EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
5. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO CLEARING AND/OR DEMOLITION (AS APPLICABLE) AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT AND NOT IDENTIFIED TO BE REMOVED.
6. IF PREHISTORIC OR HISTORIC ARTIFACTS, SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, 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, THE PERMITTED PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE PERMITTEE, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, REVIEW AND COMPLIANCE SECTION AT (850) 245-6333 OR (800) 847-7278, AS WELL AS THE APPROPRIATE PERMITTING AGENCY OFFICE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT VERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK SHALL STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH SECTION 872.05, FLORIDA STATUTES.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE LEGAL DISPOSAL OF ALL DEMOLITION/CLEARING DEBRIS OFF OWNERS PROPERTY.
8. REMOVAL OF ASBESTOS CONTAINING MATERIALS (IF ANY) SHALL BE IN ACCORDANCE WITH THE REGULATORY STANDARDS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, AND DEBRIS (NCLUDING EXISTING STRUCTURES) NOT REQUIRED TO REMAIN IN THE PROPOSED CONSTRUCTION AREA. WHERE SO DEPICTED BY THE OWNER'S REPRESENTATIVE, TREES AND VEGETATION WITHIN THE CLEARING LIMITS SHALL BE PROTECTED, LEFT STANDING, AND TRIMMED TO PREVENT DAMAGE TO LIMBS AND ROOTS DURING CONSTRUCTION.
10. UNDERGROUND IRRIGATION, ELECTRIC, CABLE TV, PHONE, ETC. MAY EXIST AT THE SITE AND HAVE NOT BEEN LOCATED.
11. PROTECTIVE BARRIERS WILL BE INSTALLED AT THE PERIMETER OF PRESERVED VEGETATION AT THE COMMENCEMENT OF ANY SITE IMPROVEMENTS AND WILL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION. THE PROTECTIVE BARRIER SHALL BE HIGHLY VISIBLE WITH BRIGHTLY COLORED ALL-WEATHER MESH MATERIAL OR EQUIVALENT AND THE STAKES SHALL BE NO MORE THE 10-FEET APART.
12. VEGETATION REMOVAL PERMIT TO BE APPLIED FOR PRIOR TO SILT FENCE INSTALLATION. COLLIER COUNTY ENVIRONMENTAL SERVICES TO INSPECT CLEARING LIMITS AND ISSUE PERMIT. ONCE PERMIT IS ISSUED, SILT FENCE TO BE INSTALLED, THEN CLEARING MAY COMMENCE.
13. TEMPORARY SIGNS IDENTIFYING PRESERVE AREAS SHALL BE PLACED AROUND THE PERIMETER OF THE PRESERVE AREAS DURING CONSTRUCTION.

EROSION CONTROL NOTES:

1. SILT FENCE SHALL BE INSTALLED ALONG THE PROPERTY LINES AND/OR CONSTRUCTION LIMITS PRIOR TO INITIATING CLEARING AND DEMOLITION. SILT FENCE SHALL REMAIN IN PLACE UNTIL THE COMPLETION OF CONSTRUCTION OF APPLICABLE SITE INFRASTRUCTURE.
2. THE CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING CLEARING. PROTECTIVE BARRIERS WILL REMAIN IN PLACE FOR DURATION OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE LEGAL DISPOSAL OF ALL CLEARING DEBRIS OFF OWNER'S PROPERTY.
3. UTILIZE SYNTHETIC BALES, TEMPORARY BERMING, SOD, SEED, AND MULCH TO CONTROL EROSION AS REQUIRED OR DIRECTED BY THE OWNER OR ENGINEER OR TO MEET NPDES REQUIREMENTS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION AND CONTROL OF ANY EROSION, SEDIMENTATION, OR SURFACE WATER TURBIDITY CAUSED BY HIS ACTIVITY.
5. CONTROL STRUCTURES, SEDIMENT SUMPS, AND OTHER FEATURES PERMITED AS PART OF THE WATER MANAGEMENT SYSTEM SHALL BE CONSTRUCTED AS EARLY AS POSSIBLE IN THE CONSTRUCTION SEQUENCE.
6. 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 FALLING INTO THE INLET.

LEGEND

Revision	Date	Description	By

DESIGNED BY: MJD
DRAWN BY: KAM
APPROVED: KAM
JOB CODE: BS190GM
SCALE: AS NOTED

GradyMinor
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. ER 0005151 Cert. of Auth. LB 0005151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

BONITA SPRINGS CITY HALL

EROSION CONTROL, EXISTING CONDITIONS AND DEMOLITION PLAN & DETAILS

ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD '88) CONVERSION FACTOR TO NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD '29) IS (+)1.217

MICHAEL J. DELATE, P.E.
FLORIDA P.E. LICENSE NO. 49442

MUNICIPALITY: BONITA SPRINGS
SEC/TWNSHP/RNG: 3/45S/25E
DATE: NOVEMBER 2022
SUBMITTAL TYPE: LDO
SHEET 4 OF 4

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City of Bonita Springs - Pocket Park

Concept Perspective 'A'



Grady Minor

Civil Engineers,Land Surveyors, Planners, Landscape Architects

City of Bonita Springs - Pocket Park

Concept Perspective 'A'



Grady Minor

Civil Engineers,Land Surveyors, Planners, Landscape Architects

The City of Bonita Springs
Pocket Park Landscape
Opinion of Probabale Cost (OPC)

Grady Minor

Date: December 14, 2022

BASE ESTIMATE

TREES

Botanical	Common	Ht. and Spr.	Caliper	Spec.	Qty.	Units	Unit Cost	Total
Small Flowering Tree	spp.	5' Ht. O.A Planted		'subject to change'	3	EA	$300.00	$900.00
							Subtotal:	$900.00

SHRUBS

Botanical	Common	Size	Ht. and Spr.		QTY	Units	Unit Cost	Total
Aechmea blanchetiana	Orange Bromeliad	7 gal.	24" - 30" ht., 18" - 24" spd.	'subject to change'	2	EA	$75.00	$150.00
Neorgelia	Donna Neorgelia	7 gal.	18"-24" Ht. x 18"-24" Spr.	'subject to change'	4	EA	$50.00	$200.00
Podocarpus Macrophyllus 'Pring.'	Pringles Podocarpus	3 gal. min.	18"-24" Ht. x 18"-24" Spr.	'subject to change'	22	EA	$36.00	$792.00
Asparagus densiflorus `Myers`	Myers Asparagus Fern	3 gal. min.	18"-24" Ht. x 18"-24" Spr.	'subject to change'	4	EA	$14.00	$56.00
Muhlenbergia Capillaris	Pink Muhly	3 gal. min.	18"-24" Ht. x 18"-24" Spr.	'subject to change'	24	EA	$12.00	$288.00
							Subtotal:	$1,486.00

GROUNDCOVERS

Botanical	Common	Size	Ht. / Spr. / Spec.		QTY	Units	Unit Cost	Total
Evolvulus glomeratus	Blue Daze	3 gal.	12" ht.	'subject to change'	16	EA	$10.00	$160.00
Liriope muscari	Lilyturf	1 gal.	12" ht.	'subject to change'	35	EA	$6.50	$227.50
							Subtotal:	$387.50

IRRIGATION

Description		QTY	Units	Unit Cost	Total
Irrigation	Retro-Fit Existing	1	LS	$5,000.00	$5,000.00
				Subtotal:	$5,000.00

MISCELLANEOUS

Description	QTY	Units	Unit Cost	Total
Site Work	1	LS	$2,000.00	$2,000.00
Soil - Sand Mixture	6	YD	$90.00	$540.00
Sod (St. Augustine)	450	SF	$0.65	$292.50
Bags of Mulch 5,500 SF	60	EA	$5.50	$330.00
Amendments/Fertilizer	1	LS	$350.00	$350.00
Decoratieve Pots	4	EA	$500.00	$2,000.00
Benches (6' Foot)	2	EA	$1,000.00	$2,000.00
Fountain	1	LS	$4,000.00	$4,000.00
Electrical	1	LS	$2,000.00	$2,000.00
Hardscape (Pavers)	400	SF	$15.00	$6,000.00
			Subtotal:	$19,512.50
			Total:	**$27,286.00**

(Contractor to confirm and submit all quantities)

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-026
February 15, 2023

REQUESTED MOTION: Discussion regarding potential Land Development Code (LDC) amendments that would allow the construction of conventional single family homes with the same development standards as a mobile home within mobile home zoning districts.

REQUESTOR: Jacqueline Genson, AICP

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #1 Stormwater Management #8 Economic Development

BACKGROUND: In 2014, the City amended the Land Development Code (LDC) to remove the special exception requirement for construction of a conventional single-family home within a conventional mobile home district. In 2020, a subsequent amendment was approved requiring that conventional single-family homes in conventional mobile home zoning districts be built to single-family nonconforming lot standards (LDC Sec. 4-2399), which results in a greater street and waterbody setback. The intent was to minimize the mass and scale concerns of conventional single-family homes next to mobile homes, especially those located in special flood hazard areas which require finish floor elevation in accordance with the building code. In 2022, due to changes in the NFIP Community Rating System (CRS) program, the City amended its flood ordinance to require mobile homes to meet similar finish floor elevation requirements. This new flood ordinance requirement mitigates staff's concerns regarding mass and scale with conventional single-family homes next to mobile homes as they would essentially be at the same height.

With the recent impacts of Hurricane Ian, many residents located in mobile home parks are evaluating the option to rebuild with a conventional single-family home. Per LDC Sec. 4-2399, the street and rear setback requirements result in a significantly reduced developable envelope than their prior mobile home footprint. This discourages residents from pursuing replacement with a conventional single-family home.

Staff is seeking Council's direction as to whether the language adopted in 2020 should be removed. This change would be consistent with how Lee County applies their development standards for conventional single-family homes in conventional mobile home districts and would enhance housing options available in these communities.

STAFF RECOMMENDATION: City Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-027
February 15, 2023

REQUESTED MOTION: Discussion regarding potential Land Development Code (LDC) amendments to the Downtown District signage regulations and direction to staff.

REQUESTOR: Jacqueline Genson, AICP, Mike Fiigon II, Senior Planner

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #3 Communtiy Aesthetics, #8 Economic Development

BACKGROUND:

In November of 2020, City Council approved the regulations for the Downtown District (formerly known as the Old US 41 Redevelopment Overlay). The ordinance established a form-based code, in which the idea was to simplify the zoning code by focusing primarily on the design of the site and associated buildings rather than uses. The ordinance was recommended and presented by DPZ CoDesign. During the hearings, it was made clear that the ordinance should remain fluid in order to adjust to changing development patterns and conditions within the Downtown area.

The Downtown District regulations contain the types of signs permitted, the transect zones in which they are permitted, and the length of time for which a sign is permitted (ex. sidewalk signs are permitted during business hours but must be brought indoors when the business is closed; wall signs are permitted permanently and can be removed and replaced upon a new business taking over the space, etc.).

City staff has had several meetings with potential developers who have been requesting additional signage opportunities for projects under construction. Staff is currently reviewing several zoning and local development order applications tied to development in the Downtown District. These potential development sites, as well as all future sites, could benefit from the increased signage during the construction phase.

STAFF RECOMMENDATION: City Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director: John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-028
February 15, 2023

REQUESTED MOTION: Discussion regarding potential Land Development Code (LDC) amendments to the Bonita Beach Road Corridor Overlay District.

REQUESTOR: Jacqueline Genson, AICP, Mike Fiigon II, Senior Planner

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #3 Communtiy Aesthetics and #8 Economic Development

BACKGROUND:

In November of 2019, the City of Bonita Springs created the Bonita Beach Road Corridor Overlay District which implemented standards based upon recommendations in the Bonita Beach Road Visioning Study conducted by Toole Design. The standards also implement the concepts of simplifying the zoning code to focus on form, rather than uses, as recommended in the Bonita Beach Road Land Use Report provided by DPZ CoDesign.

Within the Corridor, there are several uses that would only be permissible upon Council's approval of a special exception. The intent of this regulation was to require screening/buffering for uses that could have visual impacts or exterior impacts that would not promote the development pattern as recommended by DPZ CoDesign.

In reviewing many special exception applications for various uses within the Corridor, staff has noticed that the use table does not distinguish between uses that are proposed to be entirely indoors versus those uses that would have the visual impacts that the corridor standards are designed to prevent.

Staff is proposing to draft language that would allow administrative approval for several uses that would otherwise require a special exception, or permitting certain uses by-right if the use is contained entirely indoors with no exterior visual impacts. This potential amendment could better implement the recommendations of Toole Design and DPZ CoDesign that the focus should be on form rather than uses.

STAFF RECOMMENDATION: City Council's pleasure.

ATTACHMENTS: None

REVIEWERS:

City Manager:	Arleen Hunter
City Attorney:	Derek Rooney
City Clerk:	Debra Filipek
Department Director:	John Dulmer

Council Action: Approved __ Denied __ Deferred ___ Other_____

CITY OF BONITA SPRINGS
AGENDA ITEM SUMMARY

Green Sheet No. 23-02-030
February 15, 2023

REQUESTED MOTION: Discussion regarding FEMA's Community Disaster Loan (CDL) program and direction to staff.

REQUESTOR: Arleen M. Hunter, City Manager; Lisa Griggs Roberson, CPA, Financial & Adminstrative Services Director

AGENDA: City Manager's Items

STRATEGIC PRIORITY: #5 Strengthen City Finances

BACKGROUND:

The Stafford Act authorizes FEMA to provide direct loans to local governments who have suffered a substantial loss as a result of a major presidentially declared disaster and can demonstrate a need for Federal financial assistance in order to perform its governmental functions.

FEMA's Community Disaster Loan (CDL) program provides operational funding to help local governments that have incurred significant loss in revenue due to a major disaster that has or will adversely affect their ability to provide essential municipal services. Funds must be used to carry on essential municipal services or to expand such essential functions to meet disaster-related needs.

Loan amounts cannot exceed:

- The cumulative estimated revenue loss for the fiscal year of the disaster and the subsequent three fiscal years; or
- 25% of the approved operating budget of the local government for the fiscal year in which the disaster occurred; or
- The $5,000,000 loan cap

FEMA assists with applicant with preparing the application during the Loan Open Application Period (LOAP), which begins from the last day of the declared disaster incident period through the end of the City's next fiscal year.

STAFF RECOMMENDATION: Council's pleasure.

ATTACHMENTS:

1. FEMA Community Disaster Loan Program Fact Sheet

REVIEWERS:

City Manager: Arleen Hunter
City Attorney: Derek Rooney
City Clerk: Debra Filipek
Department Director:

Council Action: Approved __ Denied __ Deferred ___ Other_____

FEMA Fact Sheet:

What is the Community Disaster Loan (CDL) Program?

The CDL Program provides operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services.

The Stafford Act authorizes FEMA to provide direct loans to local governments who have suffered a substantial loss, as a result of a major presidentially declared disaster, and can demonstrate a need for Federal financial assistance in order to perform its governmental functions. 44 CFR §206.361(a).

To qualify for a CDL the Applicant / local government must:

- Be located in the presidentially declared disaster area, and the disaster must have adversely affected the level of essential municipal services previously provided. 44 CFR §206.363(b)(2)
- Be able to show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as a result of a major disaster. 44 CFR §206.363(b)(2)
- Not be in arrears with respect to any payments due on previous loans. 44 CFR §206.363(b)(1)
- Ensure State law doesn't prohibit local governments from incurring indebtedness resulting from a federal loan. 44 CFR §206.363(a)(1)

FEMA will help guide CDL Applicants by:

- Explaining the requirements and provide technical assistance to expedite the application and approval process
- Performing financial qualification analysis to determine how much the Applicant can qualify for (up to $5M)
- Helping the local government meet all applicable deadlines

Apply for a CDL:

- To initiate the process, the Governor's Authorized Representative shall request activation of CDL Program for the specific disaster(s). Please contact the CDL Program Manager, Martha Castro, at Martha.Castro@fema.dhs.gov.

FREQUENTLY ASKED QUESTIONS

What can the CDL funds be used for?

Funds must be used to carry on existing essential municipal services or to expand such essential functions to meet disaster-related needs. 44CFR§206.361(f).

How long is a local community eligible for a CDL?

The deadline to apply for a CDL is determined from the end of the incident period through the end of the following fiscal year (FY). 44 CFR §206.361(d).

What's the limit on the dollar amount of a CDL?

Loan amounts cannot exceed:

- The cumulative estimated revenue loss for the FY of the disaster and the subsequent three FYs; or
- 25% of the approved operating budget of the local government for the FY in which the disaster occurred; or
- the $5,000,000 loan cap

If the estimated revenue loss for the FY of the disaster is at least 75% of the local government's operating budget for that FY, the loan may be 50%of the local government's operating budget for the FY of the disaster but shall not exceed $5 million. 44 CFR §206.361(b).

What is the term of the loan?

- The term of the loan is five years, and can be extended to ten years, with an Applicant selected payment schedule. 44 CFR §206.361(e)
- The interest rate for the five-year maturities is determined by the Secretary of the Treasury on the date the promissory note is executed by FEMA, adjusted to the nearest 1/8th percent. 44CFR §206.361(c).

FEMA

What is a Community Disaster Loan?

The CDL Program provides money to help local governments remain operating after being impacted by a major disaster.

- ✓Substantial loss in revenues
- ✓Loss is related to major disaster
- ✓Loss affects levels and/or categories of essential governmental services provided prior to the disaster
- ✓Demonstrated need for federal assistance

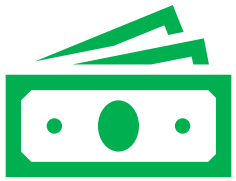


CDL Federal Regulations

The Stafford Act

(44 Code of Federal Regulations (CFR) Section 206.360(a)) authorizes FEMA to provide direct loans to **local governments** who have suffered a substantial loss as a result of a major presidentially-**declared disaster** and which can **demonstrate a need** for Federal financial assistance in order to perform its **governmental functions.**

FEMA





Terms & Deadline

Duration: 5-year term

Due upon maturity

Interest rate based on U.S. Treasury's 5-year maturity Yield Curve Rate on date FEMA signs Promissory Note

FEMA can sign a CDL up until the last day of the fiscal year following the fiscal year of the disaster

Eligibility and loan size

Eligibility is based on **revenue losses** caused by the disaster.

✓ >**5% revenue loss** on the fiscal year of the disaster or the fiscal year immediately following



How much  ? Lesser of:

- Projected losses for 4 fiscal years; or,
- 25% of operating expenditures in budget for FY of disaster; or,
- $5 million

How can the loaned money be used?

Can be used on:

- Existing local operational needs
- Expand functions to meet disaster-related needs



How can the loaned money be used?

Cannot be used on:

- Finance capital improvements
- Repair or restore damaged public facilities
- Pay for non-Federal cost shares or debt service



CDL Application Process (in a )



CDL Roadmap (Example)

- State conveys interest
- Program details call
- Gather documentation required for analysis
- FEMA completes analysis, prepares paperwork for formal application, and provides forms to applicant
- Formal application (~2-3 months)
  - Applicant
    - Applicant's Governing Body for Resolution approval to go into loan
  - State of Florida co-signs
  - GAR Recommendation
  - FEMA Regional Office for Administrator recommendation
  - FEMA Headquarters – signs loan

Thank You!



Martha Castro, FEMA CDL Program Manager
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