FIRST AMENDMENT PROFESSIONAL SERVICES - CONSTRUCTION MANAGER-AT-RISK

Clerk Tracking No. 2017 - 000 [[(16-00086)

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Professional Services is made and entered into this 15th day of February 2017 by and between the CITY OF NAPLES, a Florida Municipal Corporation (the "CITY"), and MANHATTAN CONSTRUCTION (FLORIDA), INC., a Florida Corporation authorized to do business in Florida (the "CONTRACTOR").

WHEREAS, the CITY and the CONTRACTOR entered into that certain Agreement on June 1, 2016; Bid No. 16-033 and Clerk Tracking No. 16-00086 (the "Original Agreement") to furnish Construction Manager-at-Risk Pedestrian Bridge & Boardwalk (the 'Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the CONTRACTOR will provide additional services pursuant to the terms and conditions contained herein.

WHEREAS, the parties are required by 119.0701 F.S. to amend the Original Agreement so that the CITY and CONTRACTOR will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

- The above recitals are true and correct and are incorporated herein by this Reference.
- 2. "Article Three Section 3.1, Time" shall be amended for the provision of time for the Contractor to perform construction services with a completion date of 300 calendar days to substantial completion which includes being open to the public from the issuance of a Notice-to-Proceed (NTP) with construction/mobilization and 330 calendar days to final completion. City authorization to specifically purchase materials may be issued prior to the Notice-to-Proceed (NTP) and will not start the clock towards the indicated completion days. This Agreement will terminate on June 30, 2018.

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- 3. 3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this First Amendment upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.
- 4. "Article Four, Compensation" shall be amended for the provision of additional fees for Project: Construction Manager-at-Risk Pedestrian Bridge & Boardwalk Services by the CONTRACTOR in the amount of \$4,195,418 as indicated in Attachment A-1 Basis of Compensation, attached and made a part of this First Amendment.
- Retainage of (10%) ten percent will be a part of said First Amendment and future payments.
- Attached and made part of this First Amendment include the Final Construction documents, as indicated in Attachment A-2 that were developed by Cardno, Inc., and signed and sealed on January 27, 2017.
- "Article Five, Maintenance of Records" shall be amended to add Articles
 and 5.3 as indicated below and made a part of this Amendment.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the City Clerk, City of Naples Custodian of Public Records, at Telephone: 239-213-1015, Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONTRACTOR shall:

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



- Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof.
- All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
- 10. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

END OF PAGE

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IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

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	ATTEST
	By Totacion & Bandonl
	Patricia L. Rambosk-City Glerk
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	Approved as to form and legal sufficiency:
	By: James D.
-	Robert D. Pritt, City Attorney

CITY:

CITY OF NAPLES, FLORIDA

A. William Moss, City Manager

CONTRACTOR:

MANHATTAN CONSTRUCTION (FLORIDA), INC.

3705-1 Westview Drive; Naples, Florida 34104 Attention: Gordon Knapp, Sr. Vice President

Witness (Signature)

(Signature)

Printed

Name: Kourosh "KP" FezeshkonName:

Printed

Gordon Knapp

itle: Or, Vice Hesident - Flor

FEI/EIN Number: On File

A Florida Profit Corporation (FL)

Bid No. 16-033 First Amendment

GORDON RIVER BRIDGE & BOARDWALK 100% CD ESTIMATE.

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	BP 02C PRE-STRESSED CONCRETE PILES		207.30		137.375
	BP 075 LANDSCAPE (SOD) GRAGE		178.128		276.175
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	BP 038 PLANT PRECAST STRUCTURAL PRECAST AASHTO BEAMS		24F9A		200.00
	BP 058 MISC. METAL (BOLLARDS)		16 100		00.00
	BP 05C CABLE RAILS		286,400		200 400
	BP 08A 01 HEAVY TIMBER FRAMING / WOOD DECKING / P.T. WOOD MATERIAL)		29,673		26,672
1	BP 06A 02 HEAVY TIMBER FRAMING / WOOD DECKING / P.T. WOOD (LABOR)		373,000		\$12,000
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Florida Department of Environmental Protection

South District
Post Office Box 2549
Fort Myers, Florida 33902-2549
SouthDistrict@dep.state.fl.us

Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

Jonathan P. Steverson Secretary

CORRECTED LETTER

Permittee/Authorized Entity:

City of Naples 295 Riverside Circle Naples, FL 34102

Baker Park Bridge

Authorized Agent:

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 Arielle@thanaples.com

Environmental Resource Permit State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Permit No.: 11-0341387-001 Easement No.: 110239765 (41905)

Permit Issuance Date: August 15, 2016

Permit Construction Phase Expiration Date: August 14, 2021

Consolidated Environmental Resource Permit and State-owned Submerged Lands Authorization

Permittee: City of Naples Permit No: 11-0341387-001

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 50 Riverside Circle (Parcel ID #: 20767004002), Naples, Florida 34102, in Section 3, Township 50 South, Range 25 East in Collier County.

PROJECT DESCRIPTION

The permittee is authorized to construct a 15,480 square foot (1,290 x 12') walkway in uplands and a 3,960 square foot (330' x 12') pedestrian bridge over the Gordon River, a Class III Water. Those activities include the use of 3,551 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

To offset unavoidable impacts that will occur from these authorized activities, the permittee shall purchase 0.01 saltwater forested credits from Little Pine Island Mitigation Bank.

AUTHORIZATIONS

Baker Park Bridge

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S., as staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a public easement, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

The final documents required to execute the public easement will be sent to the permittee by the Department's Division of State Lands for execution. The Department intends to issue the public easement, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the previously issued Consolidated Intent to Issue public easement. You may not begin construction of the activities described until you receive a copy of the executed public easement from the Department.

Permit Expiration: August 14, 2021

Permittee: City of Naples Permit No: 11-0341387-001

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Federal Authorization

Your proposed activity as outlined on your application and attached drawings does not qualify for Federal authorization pursuant to the State Programmatic General Permit and a SEPARATE permit or authorization may be required from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps has assigned file number 2016-550 to your project. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Fort Myers ACOE Regulatory office at 239-334-1975, for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT and SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- The Specific Conditions
- The General Conditions
- The General Conditions for Sovereignty Submerged Lands Authorization
- The limits, conditions and locations of work shown in the attached drawings

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The term limits of this authorization

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You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS - ADMINISTRATIVE

1. All required submittals, such as certifications, monitoring reports, notifications, etc., shall be submitted to the Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Permitting, P.O. Box 2549, Fort Myers, FL 33902-2549 or via e-mail to FTMERP_Compliance@dep.state.fl.us. All submittals shall include the project name and indicated permit number when referring to this project.

Note: In the event of an emergency, the Permittee should contact the Department by calling (800)320-0519. During normal business hours, the permittee should call (239)344-5600.

- The project shall comply with applicable State Water Quality Standards, namely: Rule 62-302.500, F.A.C. – Surface Waters: Minimum Criteria, General Criteria; Rule 62-302.530, F.A.C. – Table: Surface Water Quality Criteria.
- 3. All storage or stockpiling of tools or materials (i.e. lumber, pilings, etc.) shall be limited to uplands or within the impact areas authorized by this project.
- 4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed to surround the project site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens. The following measure shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site, exceed 29 NTUs above background:
 - a. Immediately cease all work contributing to the water quality violation;
 - Stabilize all exposed soils contributing to the turbidity violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices;
 and
 - c. Notify the DEP South District Office within 24 hours of the time the violation is first detected.

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- 5. If a barge is used during construction or during dredging activities, the permittee shall ensure at least one foot of clearance is maintained between the deepest draft of the barge and the bottom at all times. The permittee shall also ensure that the barge does not impact resources during construction activities. The barge shall be equipped with self-contained spoil storage bins to prevent the dredged material from returning to waters of the state.
- 6. Bridge construction shall occur from uplands and the bridge deck. Prior to construction of the bridge a floating turbidity apron/curtain shall be installed around the construction area and remain in place until all pilings have been installed and until turbidity levels within the work area have returned to background levels.
- 7. All CCA-treated pilings associated with the permitted structure shall be wrapped with impermeable plastic or PVC sleeves in such a manner as to reduce the leaching of deleterious substances from the pilings. The sleeves shall be installed concurrently with the installation of the pilings, shall extend from at least 6" below the level of the substrate to at least 1' above the seasonal high water line, as shown in the permit drawings and shall be maintained over the life of the facility. All future replacement pilings shall be non-CCA-leaching (recycled plastic, concrete, greenheart, or wrapped with impermeable plastic or PVC sleeves.
- The Permittee shall install and maintain reflective markers and lighted aids to navigation along the bridge. The lighted aides are required to be on at night and during limited visibility conditions.

SPECIFIC CONDITIONS – MITIGATION

9. Prior to commencement of bridge construction, the permittee shall mitigate for the 0.0.013 acres of forested saltwater impacts through the purchase of 0.01 credits of forested saltwater wetlands from Little Pine Island Mitigation Bank, phone number (239) 481-2011, 13451 McGregor Boulevard, Suite 31, Fort Myers, Florida 33919. Within 10 days of purchase, the permittee shall provide the Department with documentation that the credits have been deducted from the credit ledger of the bank.

SPECIFIC MANATEE PROTECTION CONDITIONS

- 10. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- 11. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

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- 12. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.
- 13. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shutdown if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.
- 14. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
- 15. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads Caution: Manatee Area must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate

signs: http://www.myfwc.com/docs/WildlifeHabitats/Manatee EducationalSign.pdf

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

- 1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
- 2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
- 3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management

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practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

- 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
- 5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
- 6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- 7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

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8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b.Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- 10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- 12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- 14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

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- 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
- 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
- 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
- 18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

- 1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
- 2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
- 3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
- 4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

Permittee: City of Naples Permit No: 11-0341387-001

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- 5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- 6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
- 7. Structures or activities will not create a navigational hazard.
- 8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
- 9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
- 10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
- 11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
- 12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
- 13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

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14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate:
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section

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120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate

Permittee: City of Naples Permit No: 11-0341387-001

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Permit Expiration: August 14, 2021

District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jon M. Iglehart District Director South District Office

JMI/pc

Attachments:

43 project drawing(s)
Easement Survey

'Post Issuance' forms: http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

Copies furnished to:

U.S. Army Corps of Engineers, Fort Myers Corp 2016-550

Division of State Lands, BOT # 110239765 (41905), Kathy.Griffin@dep.state.fl.us

Collier County Property Appraiser, jredding@collierappraiser.com

DEP, Office of General Counsel (agency_clerk@dep.state.fl.us)

FWC, Imperiled Species Management Section FWCConservationPlanningServices@myfwc.com;

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on <u>August 15, 2016</u>, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

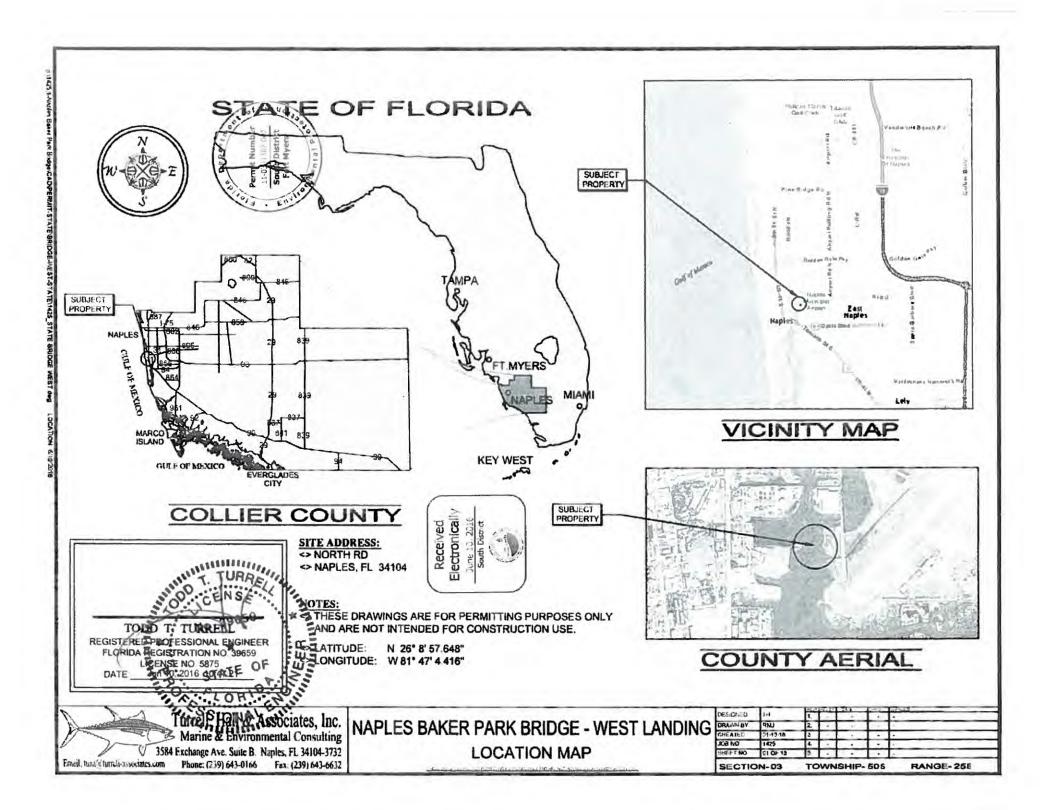
Clerk

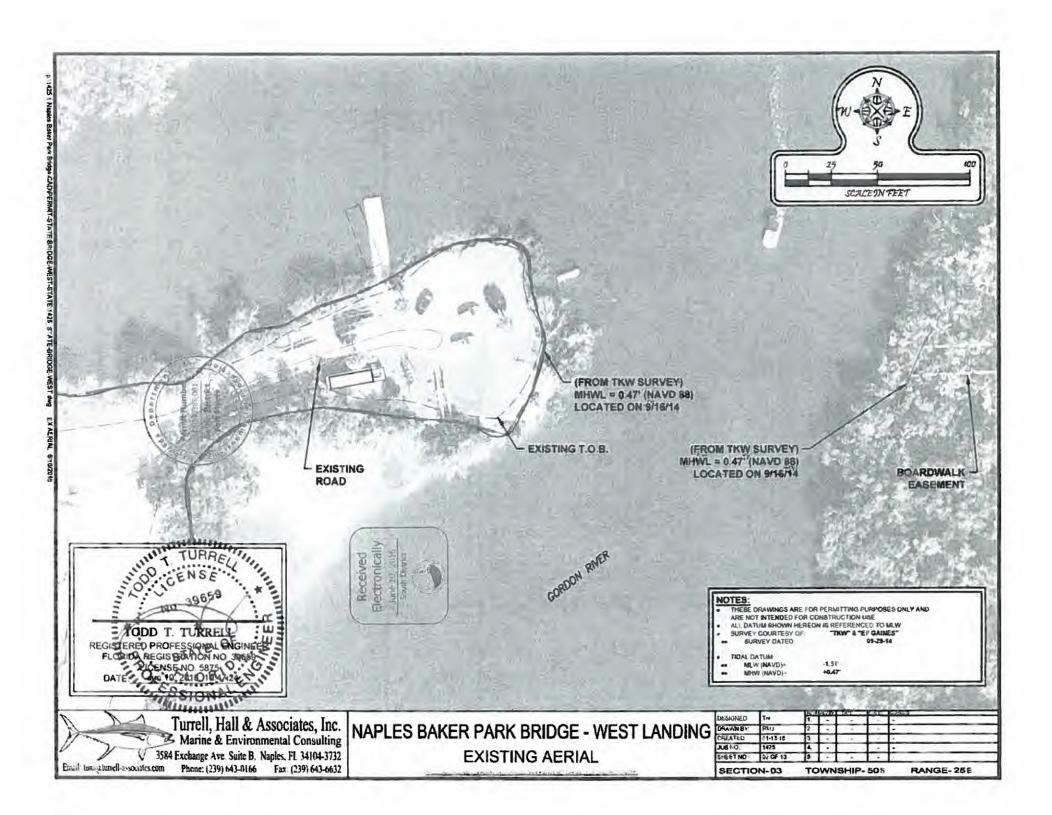
August 17, 2016 Date

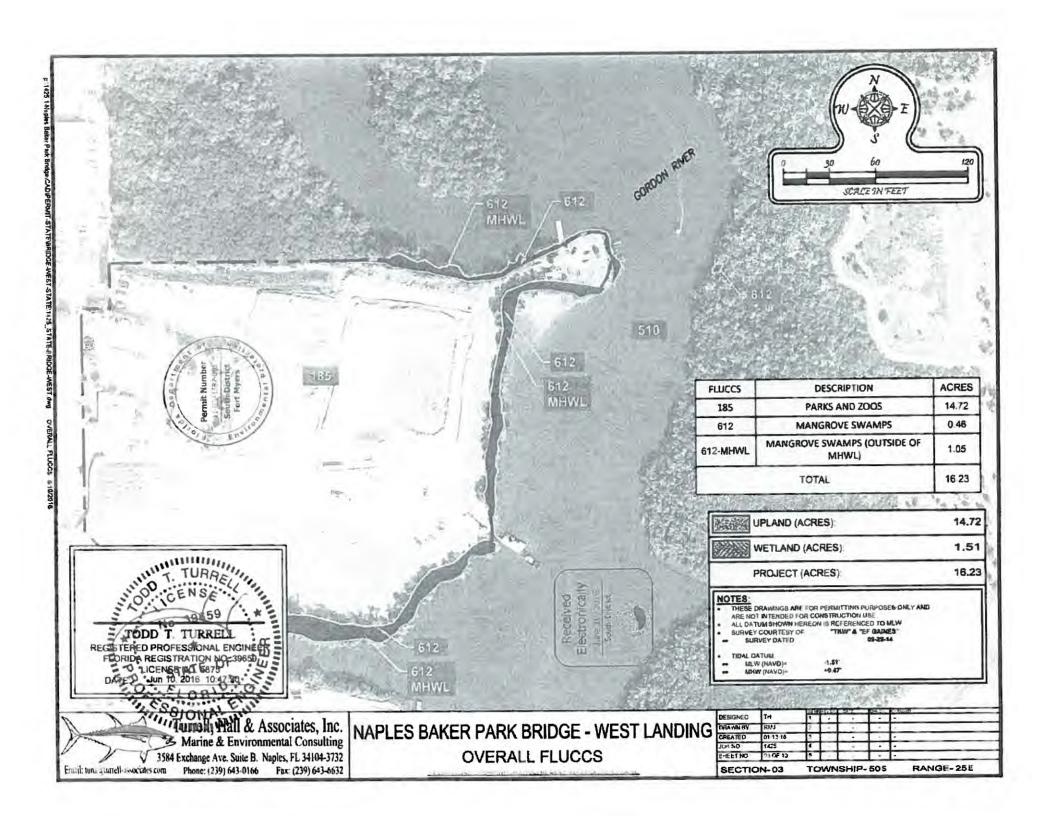
Permittee: City of Naples Permit No: 11-0341387-001

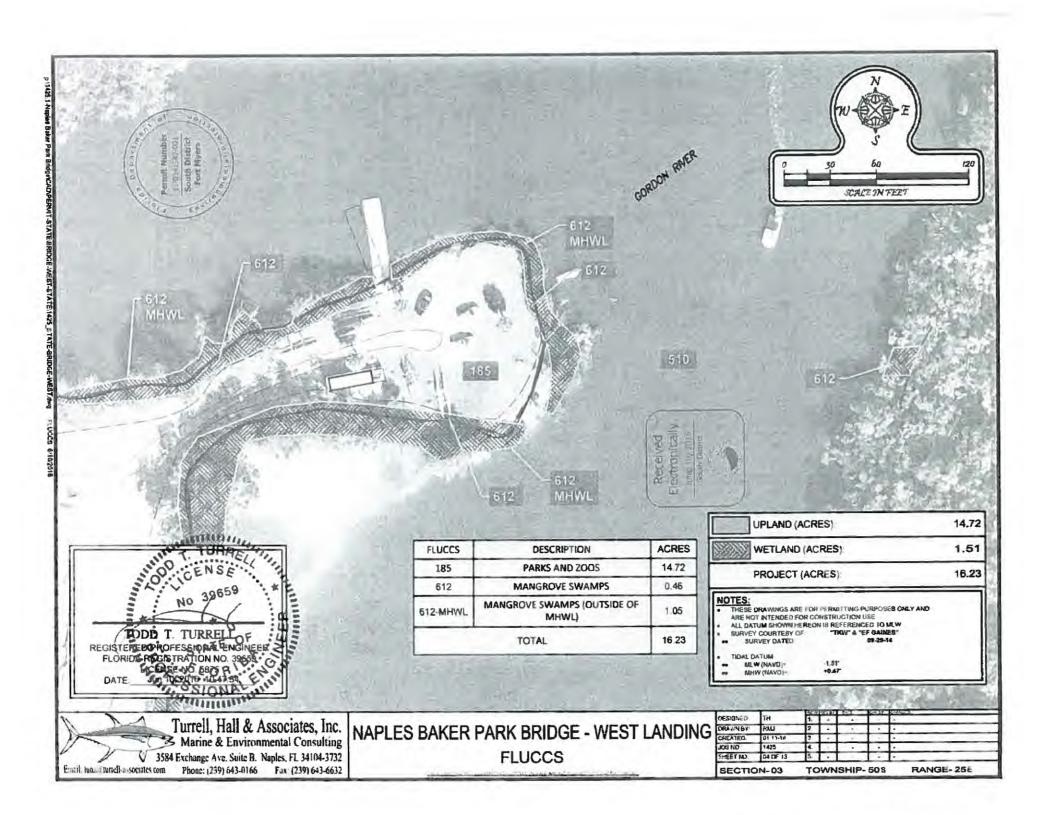
Page 13 of 13

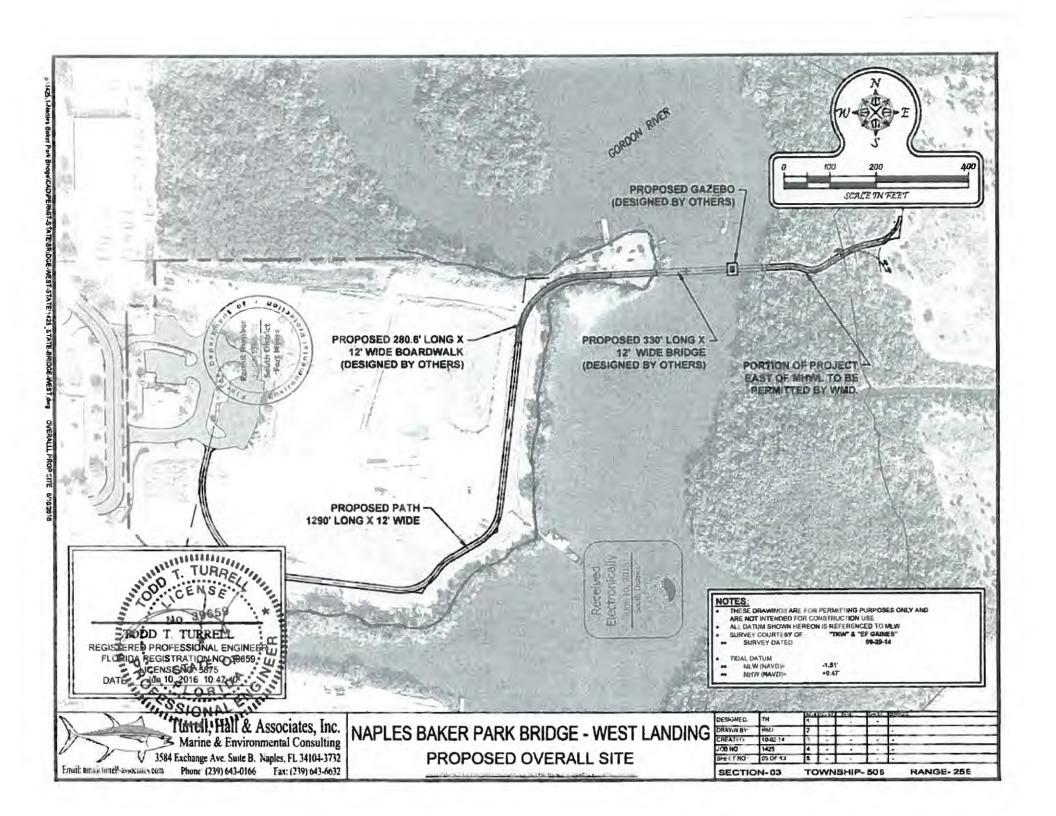
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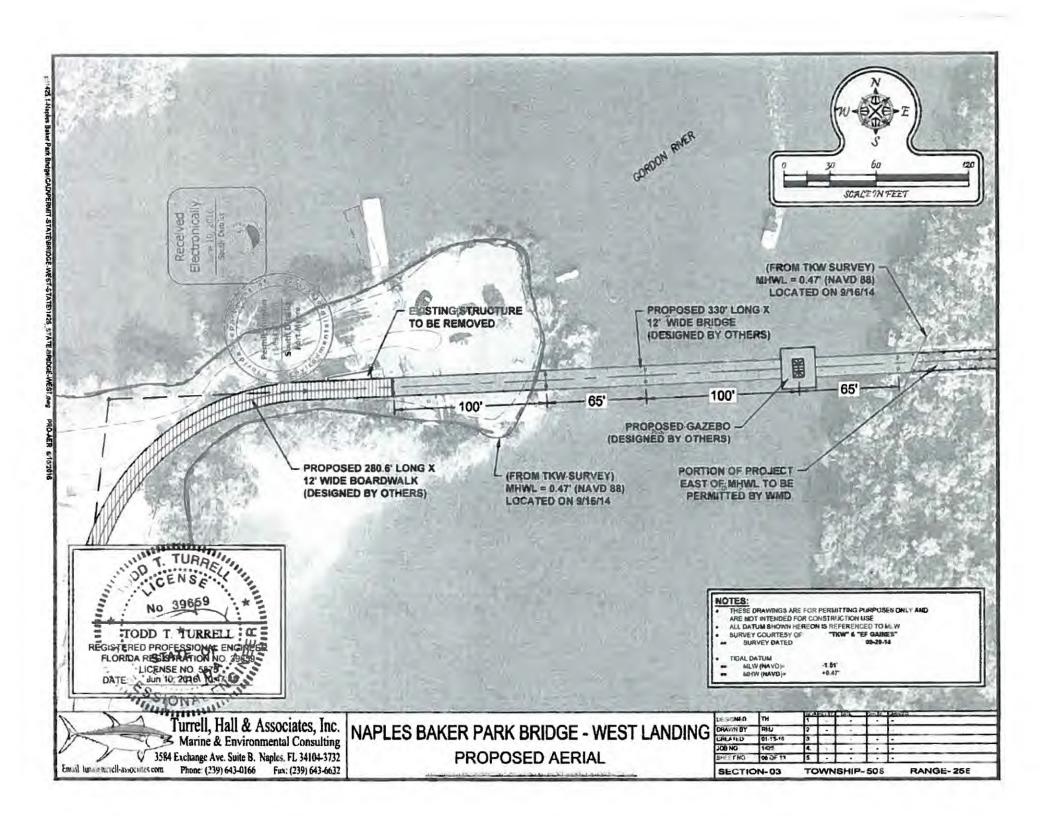


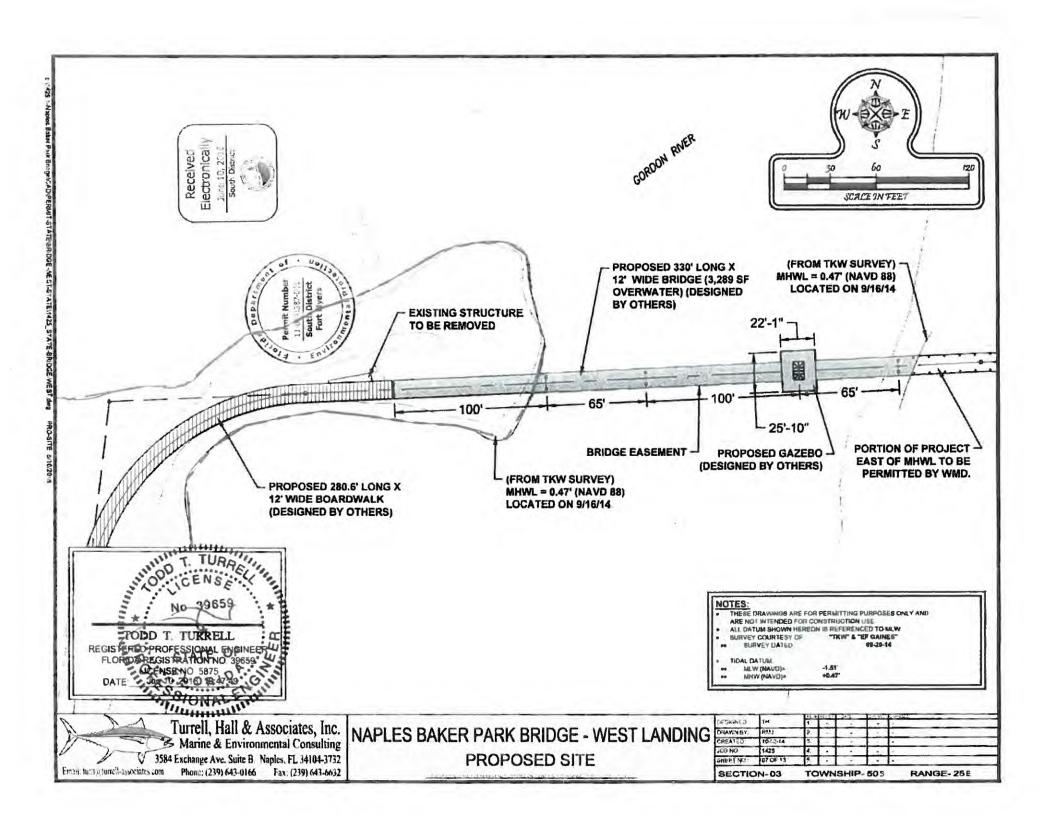


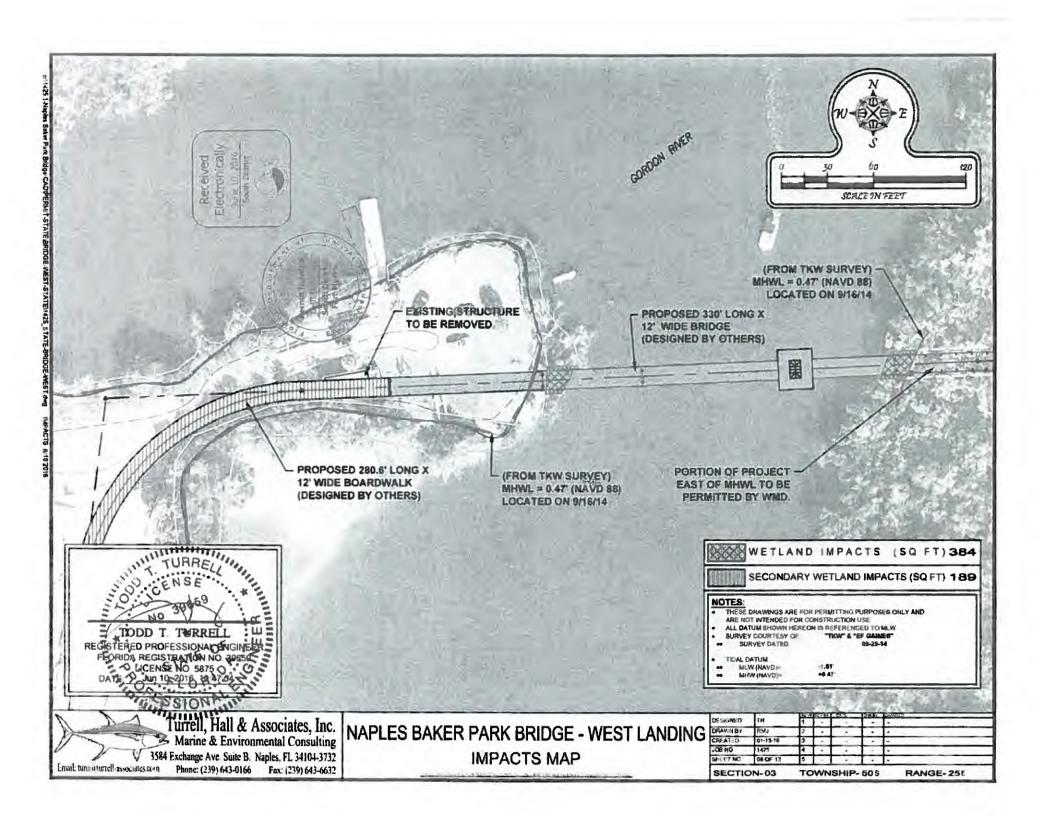


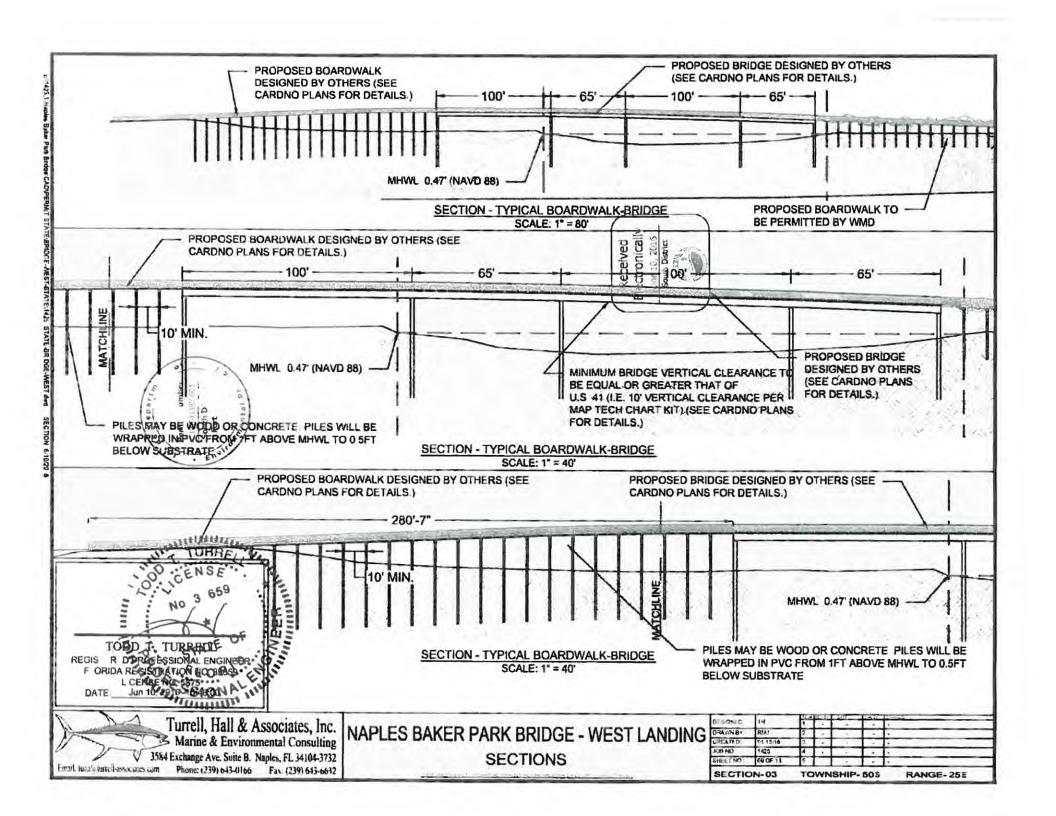


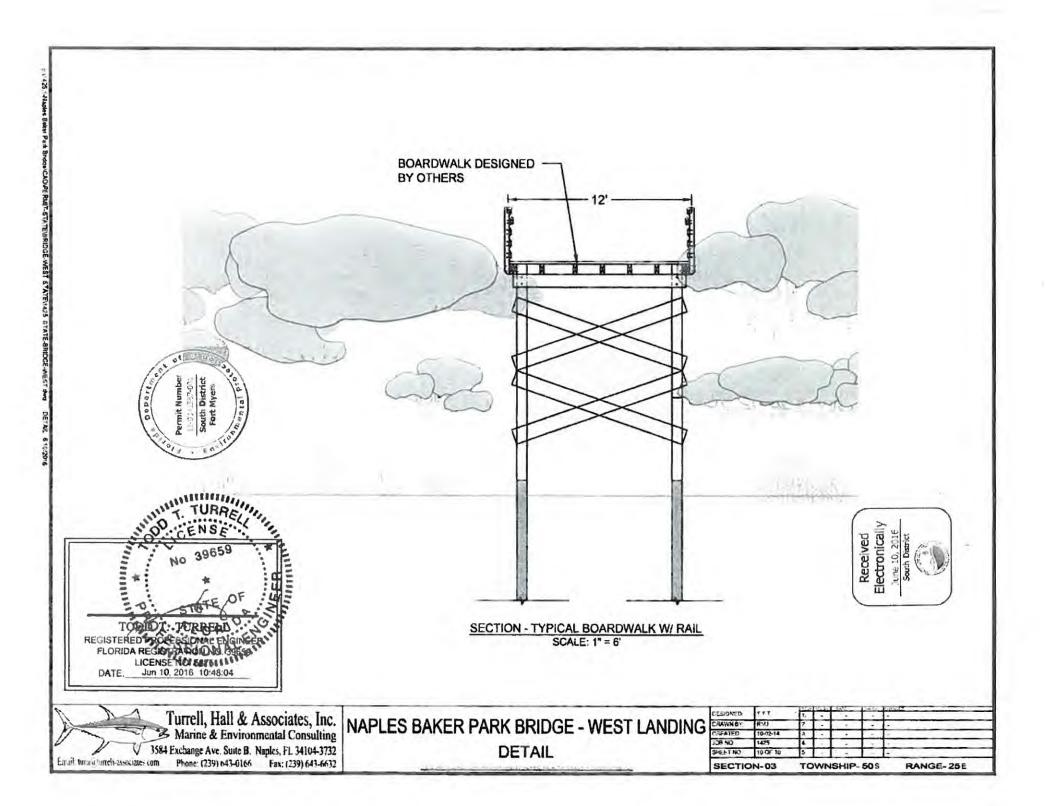


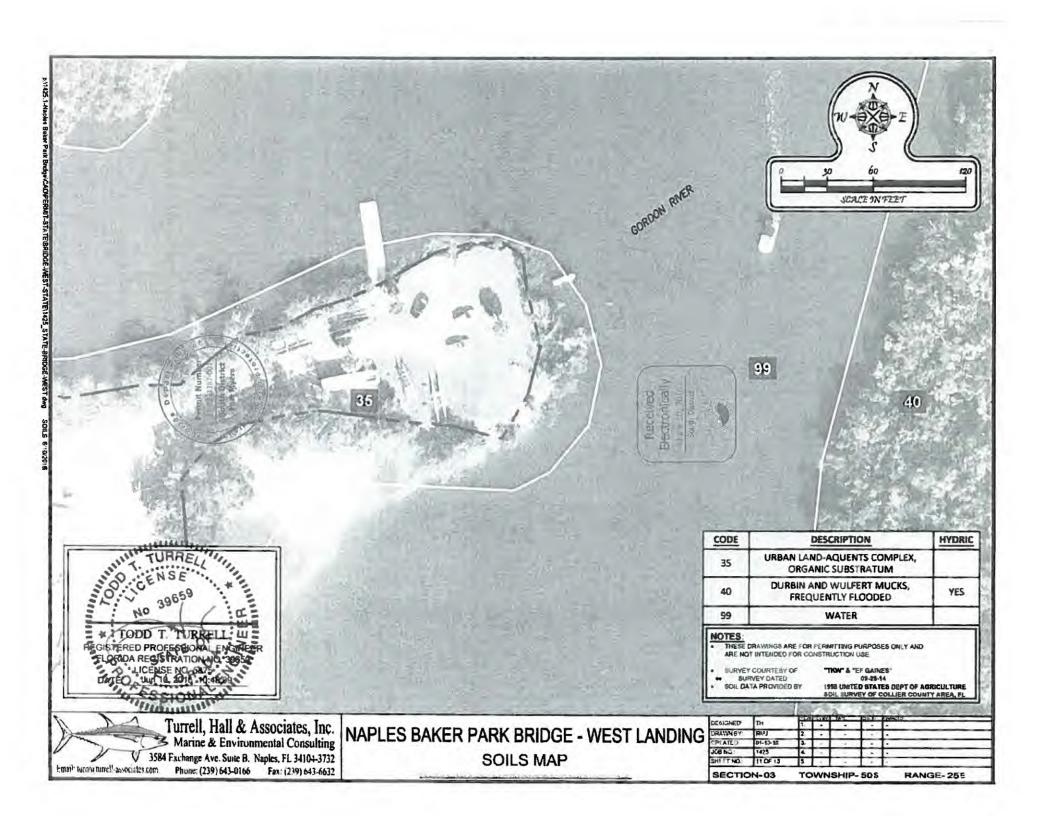


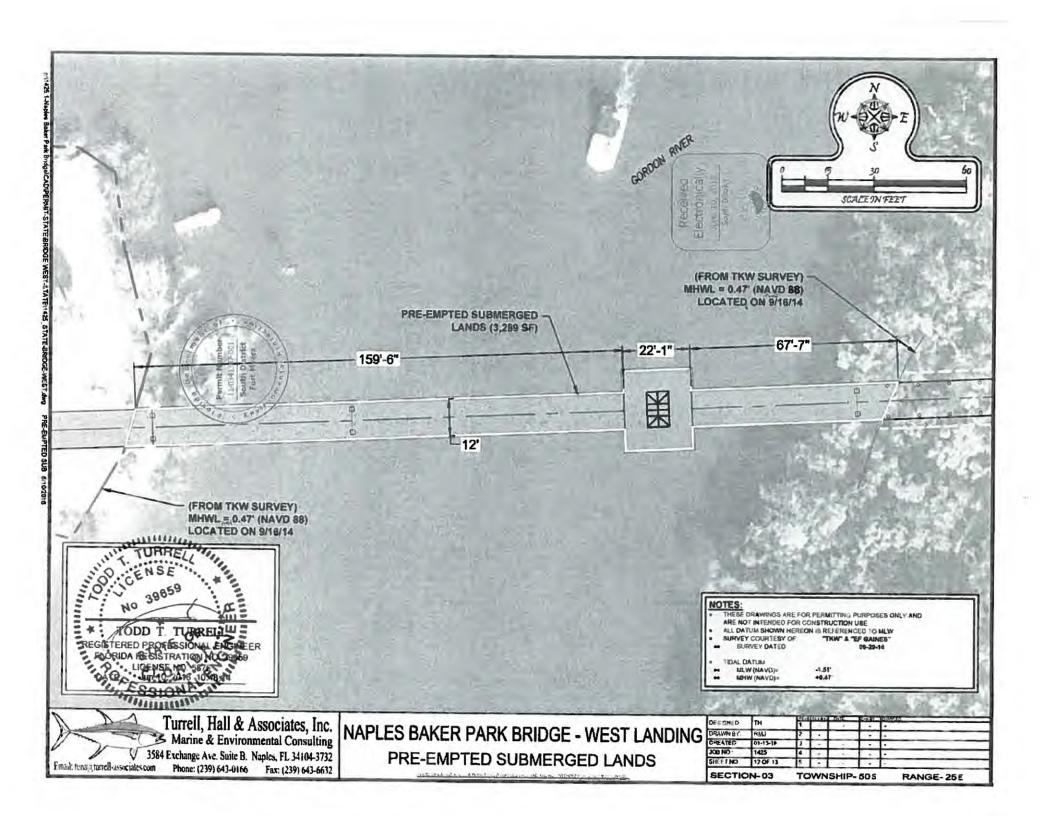


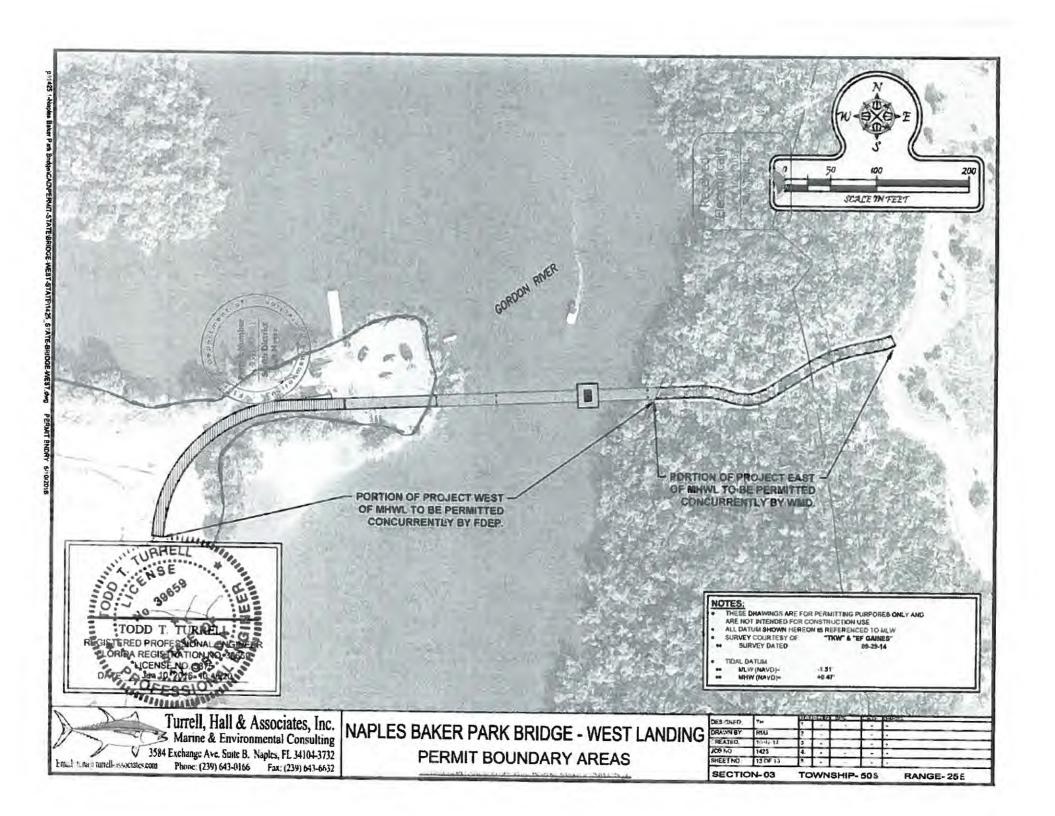












CITY OF NAPLES PLANS FOR PROPOSED BRIDGE AND BOARDWALK IMPROVEMENTS

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALKS

CLERK TRACKING No. 15-01237

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION		
1	KEY SHEET		
2	SUMMARY OF PAY ITEMS		
3	TYPICAL SECTIONS		
4	GENERAL NOTES		
5	PROJECT LAYOUT		
6-8	PLAN AND PROFILE		
9-11	CROSS-SECTIONS		
12-13	NAVIGATION LIGHTING PLAN		
12-13	NAVIGATION LIGHTING PLAN		

BRIDGE AND BOARDWALK PLANS

INDEX OF BRIDGE PLANS

DIMENT NO.	STATE AND LABORATE
SHEET NO	SHEET DESCRIPTION
B1	CENERAL HOTES
B2	PLAN AND ELEVATION (1 OF 2)
83	PLAN AND ELEVATION (2 OF 2)
B4	FOUNDATION LAYOUT (1 OF 2)
B5	FOUNDATION LAYOUT (2 OF 2)
84-85	REPORT OF TEST BORINGS
B20	PRE DATA TABLE
B10	BOARDWALK TYPICAL SECTION
BIT	BOARDWALK PARTIAL PLAN AND ELE
B12	BOARDWALK END BENT DETAILS
B13	BRIDGE TYPICAL SECTION
B14	BRIDGE PIER DETAILS (1 OF 3)
B15	BRIDGE PIER DETAILS (2 OF 3)
B16	BROOSE PIER DETAILS (3 OF 3)
B17	PRE-STRESSED BEAM TABLE



GOVERNING STANDARDS AND SPECIFICATIONS

DESCRIPTION

THE LATEST EDITIONS OF "THE MINIMUM SPECIFICATIONS FOR TRAFFIC CONTROL SIGNALS AND DEVICES" (INSTEAD) AND THE COLLIER COUNTY TRAFFIC TECHNICAL SPECIAL PROMISIONS.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE COLLIER COUNTY DEPARTMENT OF TRANSPORTATION, SIGNALIZATION TECHNICAL SPICIAL PROVISIONS (DATE) APRIL 2019.

FOR DESIGN STANDARDS MODIFICATIONS CLICK ON "TRAFFIC TECHNICAL SPECIAL

http://www.collerpownet/index.osps?page=121.

FLORIDA DEPARTMENT OF TRANSPORTATION 2016 DESIGN STANDARDS AND REVISED BIDES. IDRANMICS, AS APPENIED HEREIN, AND DIVISIONS II AND IT OF THE JULY 2016 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMEDICED BY CONTRACT ODGLARENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE: https://www.dol.stota.ii.us/rddesign/.

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE: ON THE "SPECIFICATIONS" LINK AT http://www.dot.stata.fl.us/specificationsoffice/

SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMITTING (ERP) INFORMATION MANUAL, LATEST EDITION

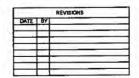
UTILITY WARNING NOTE

ABOVE GROUND AND / OR UNDERGROUND UTLITES MAY BE IN THE AREA OF THIS PROJECT - PROCEED WITH CAUTION - THE CONTRACTOR SHALL CALL SUMSHINE STATE "ONE CALL" AT 1-800-432-4770 AND THE UTLITY OWNERS IN ADVANCE OF BECROWING MORE, IN ACCORDANCE WITH CHAPTER 858, FLORIDA STATUTES.



LOCATION MAP





CITY OF NAPLES PROJECT MANAGER: RONY JOEL, P.E.



PLANS PREPARED BY:

380 Perk Place Blvd, Suita 300, Clearwater, Flerida, 33759 www.cardnotbe.com - 727.531, 3505 Certificate of Authorization No. 29915

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

60% Plans

JANUARY 2016

BOARDWALK PLANS
ENGINEER OF RECORD MIGUEL & VILLEGAS, P.E. NO. 85788

ENGINEER OF RECORD SHARI K. BARNWELL, P.E. NO. 71357 CARDNO

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	UNIT	QUANTITY	
	ROADWAY		1	
101-1	MOBILIZATION	LS	1	1. 102-1: MAINTENANCE OF TRAFF
102-1	MAINTENANCE OF TRAFFIC	i.	1 -	ADVANCED WARNING ARR
104-10-3	SEDIMENT BARRIER	1 0	1 -	2. 999-999: SIGNED AND
104-11	FLOATING TURBIDITY BARRIER	1 0	-	2. 999-990: SIGNED AND TO THE ENGINEER THRE ALL INSTALLED AND CO BY AN APPROPRIATELY
104-12	STAKED TURBIDITY BARRIER	EA	-	ALL INSTALLED AND CO
104-15	SOIL TRACKING PREVENTION DEVICE	EA	-	BY AN APPROPRIATELY
104-18	CLEARING & GRUBBING	l is	-	
110-1-1	REGULAR EXCAVATION	CY	-	1
120-1	DEANGENT	CY	-	1
285-701	OPTIONAL BASE GROUP 1	SY	-	1
285-701	ASPHALY TREATED PERMEABLE BASE	1 cr	-	1
870-1-2	PERFORMANCE TURF, SOO	BY	-	-
	LIGHTING			
630-2-11	CONDUIT, FAI, OPEN TRENCH	15	-	
630-2-11	CONDUIT, FAI, DIRECTIONAL BORE	U	-	1
630-2-14	CONDUIT, Fail, ABOVEGROUND	UF	-	3
630-2-10	CONDUIT, FMI, BRIDGE MOUNT	UF	-	1
636-2-1	PULL AND SPLICE BOX, Fat. (13 X 24)	EA	-	
839-3-11	ELECTRICAL SERVICE DISCOMECT, FAI, PIER MOUNT	EA	-	
718-1-12	LIGHTING CONDUCTORS, Fall, NO. 8	LF	-	
718-1-13	LIGHTING CONOUCTORS, Fai, NO. 3	U		0
715-11-125	LUMINAIRE, FAI, PIER MOUNT, 180 DEGREE RED	EA	1	Docaiund (2)
718-11-125	LUMINAIRE, FMI, BRIDGE MOUNT, 360 DEGREE GREEN	EA	E	Received ctronical v
	MISCELLANEOUS	EA		Hay 17, 2016
000-029	BIGNED AND SEALED AS-GUILT RECORD DRAWINGS			South District
				1
-				
			-	
			1	}

PAY ITEM NOTES

- FFIC INCLUDES ALL COST ASSOCIATED WITH MOT AND INCLUDES ALL WORK ZONE SIGNS, BARRICADES, BROW PANEL, AND HIGH INTENSITY FLASHING LIGHTS.
- D SEALED RECORD GRAWINGS. AS A CONDITION PRECEDENT TO FINAL ACCEPTANCE OF THE PROJECT, SUBMIT REE COPIES OF AS-BUILT DRAWINGS AND A CESTIFIED SURVEY YESIFYING THE AS-BUILT CONDITIONS FOR CONTINUETED CONDITIONS. THE AS-BUILT GRAWINGS AND CESTIFIED SURVEY MUST BE SIGNED AND SEALED Y LICENSED PROFESSIONAL REGISTERED IN THE STATE OF FLORIDA.

Ī				CITY OF NAPLES	GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK	380 Park Place Bvd. Suite 300, Charmeter, Florida, 33700
+	DESCRIPTION	BY	DATE			Cartificate of Authorization No. 22015

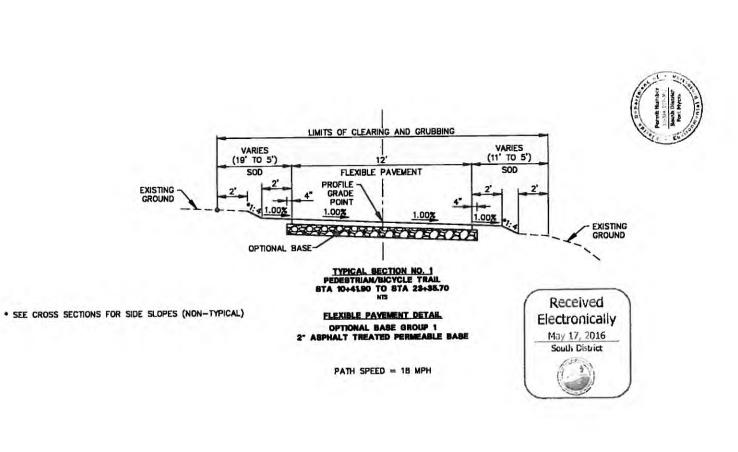


60% PLANS THAT IC BARNINELL PE DATE

SUMMARY OF PAY ITEMS

00028070.00 DATE 1/15/2016 SHEET NO

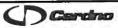
CONTROL OF THE PROPERTY OF THE PARTY OF THE



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+			
143	DESCRIPTION	BY	DATE

CITY OF NAPLES

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK



380 Park Place Bird. 8-4a 300. Charmeter, Florida, 33758 www.carchothe.com - 727.531 3503 Certifuge of Authoritation No. 3543 60% PLANS

QC JAMA APPROVED SKI TYPICAL SECTIONS

00026070.00 DATE 1/15/2016 SHEET NO 3

- ALL STATIONS AND OFFSETS REFER TO BAL OF CONSTRUCTION, UMESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL FIELD VERIFY ANY AND ALL EXISTING CONDITIONS PRIOR TO COMMENCING CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER PROPERTY OF ANY DISCOMMENDES.
- THE CONSTRUCTION LENGTHS INDICATED IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE DIGINEER. ń
- LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHERS THE WEGGAT TO MANIJURES.

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 - THE CONTRACTOR SHALL BE RESPONDIBLE FOR THE COLPLETE COORDINATION OF CONSTRUCTION SOCIETAL INSIGETHEEN THE CONTRACTOR AND ALL UTILITY ASSISTED. THE CONTRACTOR AND ALL UTILITY ASSISTED. THIS INCLUSES MEETING WITH UTILITY ASSISTED PRICE THIS INCLUSES MEETING WITH UTILITY ASSISTED.
 - THIS INCLUDES MEETING WITH UTILITY AUGMENTS PRIOR TO THE PRE-CONSTRUCTION CONFESSIONS TO AGAIST THEIR SCHOOLES TO COINCIDE WITH THE CONTRACTIONS CONSTRUCTION SCHOOLE.
- CALL SABSHINE AT (800) 432-4770 2 FULL BUSINESS DAYS IN ADVANCE FOR UTILITY LOCATES.
 ALL UTILITY OMERS MAY BUT RE A MASINES, REQUIRINED DIRECT CONTACT.
 THE CONTRACTOR SHALL FURTHER COORDINATE WITH UTILITY OWERS TO RESCU. CONFLICTOR THAT MAY SHALL RESCU. WE CONTRACTOR WILL BE RESCONSELED THE MORE FILED DURING CONSTRUCTION. THE CONTRACTOR WILL BE RESCUEDE FOR ANY UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S FAILURE TO CALL "SURSHINE STATE ONE CALL" AND THE UTILITY OWERS.
 - ALL EXISTING AND PROPOSED UTILITY AND STORM SCHOOL STRUCTURES WADGE TIDES WITH THE COORSON WITHIN ANY TIDE, OR PARENTS SHALL SHALL SHALLSTED BUT STRUCKEN OF PARENTS SHALL BE FLUCK A GAUSTED BUT STRUCKEN OF PARENTS SHALL BE FLUCK WITH THE STRUCKEN OF PARENTS SHALL BE FLUCK WITHIN THE STRUCK SHALL BE SHALL BE WELL BE ALMOSTED WITHIN THE PROPESTION THRIFT IS SHALL BE ALMOSTED BUT SHALL BE SHALL BE ALMOSTED BUT SHALL BE SHALL BE ALMOSTED BUT SHALL BE SHALL BE ALMOSTED BUT SHALL BUT S
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- THE CONTRACTOR SHALL HAVE A FORDAMA, OR RESPONSIBLE FARTY, ON SITE AT ALL THES WEND WORK IS BEINN DEPENDAND. ALL WORDSIGN OF THE AGE SITE WILL BE COLRECTORS OF THE AGE IN THE THES. AND SHALL BETSEN ANY OLESTICORS ON CONCERNS TO THE CONTRACTORS OF THE DEPINDAND OF THE DEPINDAND OF THE STATE STATE OF THE AGE ė

CONTRACTOR SWALL BE RESPONSIBLE FOR ALL SITE RESTORATION EFFORTS THAT WAY BE REQUIRED BY A RESULT OF CONTRACTOR SOUTH USES. BRAIL USE BRAILENCE STANDARDS, RECESSARY TO PREVENT BROSSON AND SILYATION AS MAY BE REQUIRED FOR THE PROJECT.

ALL EXISTING STORM PIPES WITHIN THE AFFECTED RIGHT-GT-BAY CORRESOR ARE TO TREAM IN USES OFFICED IN THE PLAN VIOL OR IN THE CROSS SECTIONS TO THE MEMORED.

GENERAL NOTES-CONTINUED

- ALL ENGIGN CONTRIL FDICES, BANRIEDS, AND SILTATION DEVICES SAVIL, BE EBECTED PRIOR TO ANY LAND ALTERATIONS. SAVIL, BE MAINTAINED IN GOOD WING FORCE DRING CONSTITUTION, AND FORCED FOLLOWING SOLISHING SHIP STARTILIZATION AND FINAL DECESION. BUILL'AS SOCIEDY WILL BE RELOWED PROB SILT FORCES AND STARTILIZATION AND STAND THEREINTY BANK IN AN EXAMED ONE THIRD THE RECORD OF THE RE
- 14. THE CONTRACTOR SHALL NOT RESTRUCT OR BLOCK THE ELISTING DANHANGE FLOW OWNSLAND OR WITHIN THE RESTRUCTOR THEN STATING TOWNING PROPER SHALL BE MAINTAINED AT ALL THEST. STORMANTER WILL BE COMPUTED VIA STEELING SHALL BE WASTED VIA STEELING AND PRESTRUCTOR OF STEELING AND STREETING AND PRESTRUCTOR STEELING SERVICE.
- CONTRACTOR SHALL DEEK ALL ENDSIGN AND SILTATION CONTROL DEVICES WEDGLY.
 AND AFTER EACH RAINFALL, AND READAIN REPLACE THEN AS REQUIRED. MAINTENANCE
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- ALL AREAS OF EXPOSED EATH RESULTING FROM CONTRICTION ACTIVITIES SAULI RE STODED AS DIFFERENTE OF THE BIGHESTS. SECURING AND MALCHING SAULI RE APPLIED ONLY WESTE SPECIFICALLY CALLED FOR IN THE PLANS, ON WINDS SPECIFICALLY CHIEGOTO BY THE DISHIBETS.
- 17. URSUITABLE MATERIAL SAUL BECOME THE PROPERTY OF THE CONTRACTION AND SAULT BE DISPOSED OF OFF SITE, AT A SUITABLE SITE PROVIDED BY ADE CONTRACTOR SAULT, DE RESPONDED BY THAN ALL DE PROPERTE PAR MAY AND ALL DESTRUCTION OF THE TRANSPORT AND DISPOSED OF THE TRANSPORT AND DISPOSED OF SAULT BY THE TRANSPORT AND DISPOSED OF SAULT S
 - 18. BORROW MATERIAL REQUIRED FOR CONSTRUCTION OF THE PROVIDE PROVIDED BY THE CONTRACTOR, FROM BORROW AREAS PROVIDE CONTRACTOR.
- THE CONTRACTOR SHALL DREAMOR TO PROTECT PRIVATE PROPERTY. ANY PRIVATELY COND. OF CONTROL THE COST CONTROL OF CONTROL THE COST CONTROL OF CONTROL OT CONTROL OF CONTROL OF CONTROL OF CONTROL OT CONTRO
 - THE CONTRACTOR SHALL DISTURB NO MORE GROUND THAN WHAT IS RECESSARY FOR COMPETION, IN ORD PLOCKATE TROUGH, ON THE ULBER CODIFICIAL, WILL SELLET PORNIGHT. ALL WORK SITES WILL BE CODE/ETLY RESTORED TITHIN SAYA! (?) CALEDAN DAYS OF THE CONCERT FOUR FOR SIGNALA. THE INFORM OF THIS PROFISCION IS TO "SAFE-LIP" THE PROJECT SITE AS WERK PROGRESSES, AND ENGLISH SHAWE FROM SIGNAL INCLIDER PROGRESSES.
- USON WRITTEN APPROVIAL FIRE LITTY THE CONTRACTION MAY GLOSE TO MANDEAUTHOR. MANDEAUTHOR, MAY POST ON OF SIDES STREETS WITHIN THE LIBRITS OF CONSTRUCTION. ACCESS FOR LOCAL TRAFFIC WITH DOST INVITION THE PROJECT LIBRITS SHALL BE WHINTAINED. IT IT ESCARSE PRESENCES WE RANGE ONSERTATION TO TRAFFICATION TRAFFICATION TO TRAFFICATION T

GENERAL NOTES-CONTINUED

- THE COMPACTOR SHALL BE RESPONDED FOR THE COMPLETS STAKE-OUT OF THE PROJECT! I.E., LIEE, MARKE, SLEE, UTILITY RELOCKING BY ANY OTHER PROJECT IN RECOLUTION THE PROJECT IN ACCORDANCE WITH THE PLACE. ANY AND ALL EXPENSES INCLREDS FOR THIS WORK SHALL BE LILLEDD IN THE PRIOR BID FOR OTHER ITEMS. NO ANDITIONAL PAYBRIT SHALLED BY THE BURK FOR THIS WORK.
- ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HALLING OR EXCLANATION EXHIBITION TO THE SHALING THE REPAIRED BY THE CONTRACTOR TO THE SHOPPINESS. PAYMENT SHALL NOT BE MADE FOR THIS WORK. ä
- 24. ANY U.S.C. AND 0.5. MONARDM WITHIN LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY:

DIRECTOR, CHARTING AND GEDDETIC SERVICES 6001 EXECUTIVE BLYD ATTN C172

- ROCKVILLE, MANAGO 20882 PHONE: (301) 443-8319
- ANY WATEN WELLS FOUND WITHIN TO LIBITIZE OF PROPOSOSION FOUNDATION WATER WELL CONTINUED BY A TARBIDA LIGINESD WATER WELL CONTINUED BY A TARBIDA LIGINESD WATER WELL CONTINUED BY THE WASHINGTON WATER WELLS CONTINUED BY THE WASHINGTON WATER TO THE SHALL RELATED BY THE COST OF CLEANING AND GRADING WAS GRADING BY
- 28. AT LEAST 21 DAYS PRIOR TO THE COMMENCEDIBLY OF ANY DUMATION ACTIVITY. THE COMMENCED SALL SHOWING THE OWN TO THE COUNTY AND TO THE SOUTH FLORIDS WITHIN THE AGE OF THE THE COUNTY. AND TO THE SOUTH FLORIDS WITHIN THE AGE OF THE STATE OF THE COUNTY AND THE COUNTY AND THE COUNTY THE COUNTY OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING NOW SIZE OF THE WITH THIS PLAN SHALL HOLDING SHALL SHALL
- 27. D.R.IIGO DEMATRING OPERATIONS, THE CONTRACTOR SHALL NOT DISCHARGE DIRECTLY OF DECENTING MARPHASES TO RECTLY NOW MATERS, GAILLAND OF STREAM. TESPORARY SEDIMENT BASING. TRAPS, OR SILLATION REDUCTION DEVICES SHALL BE UTILIZED TO CALLECT THE DISCHARGE FROM DEMATRING ACTIVITIES TO ELIMINATE THE POTENTIAL FOR OFFSITE SEDIMENT TRANSPORT AND TO DISCHARGE THAT DISCHARGE DOES NOT OCCUR.
 - THE CONTINUED STATE COMPLY THIS PART WAS ALL APPLICAGE FROM ALL OFFICIAL COMPLY THIS PART WAS PRUITED FOR CONCENTRY PLANCE. AND DISCUSSED TO EXCENDENCE OF THE CONTINUE RESIDE, A WITTEN OF THE CONTINUE RESIDE, A WITTEN OF THE CONTINUE RESIDE, A WITTEN OFFICIAL RESIDERATION OFFICIAL RESIDERATION
- 29. THE CONTRACTOR BHALL INSTALL AND MAINTAIN SEDIMENT AND EXCSION CONTROL MEASURES THROUGHLY THE DIRACTION OF THE PROJECT.
 - 30. THE CONTRACTOR SHALL SAW CUT EXISTING PANEMENT JOINTS AT ALL PROPOSED BRINDMY AND SIDEMALK CONNECTIONS.

Electronically Flay 17, 2016 Received South District



DELANS TAB 60% PLANS

GENERAL NOTES

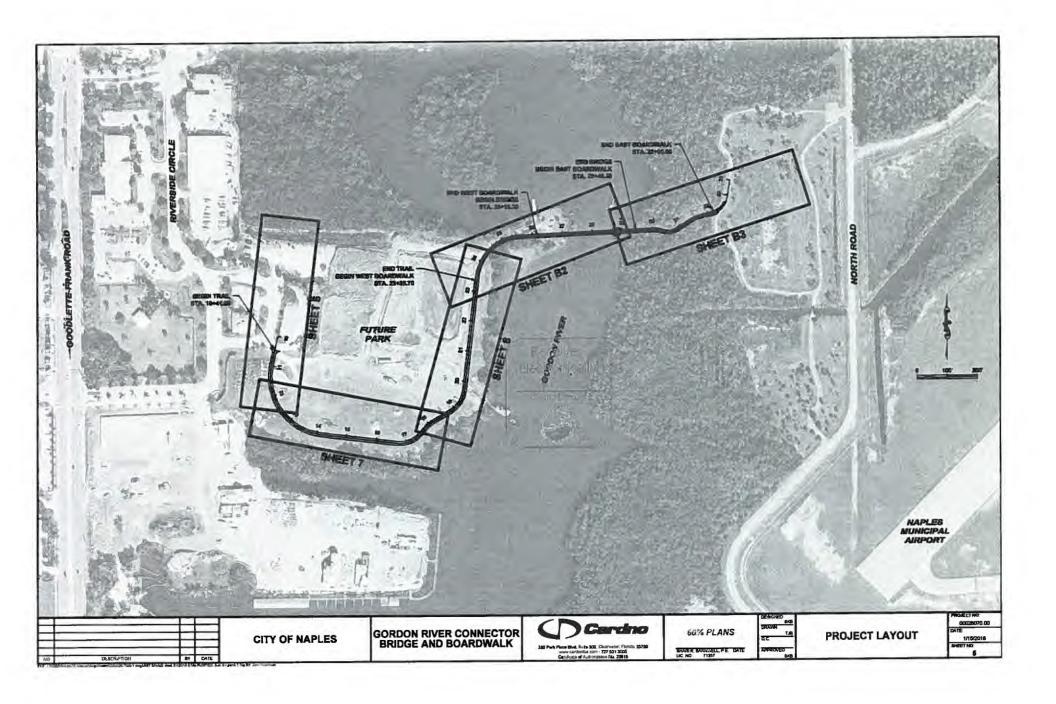
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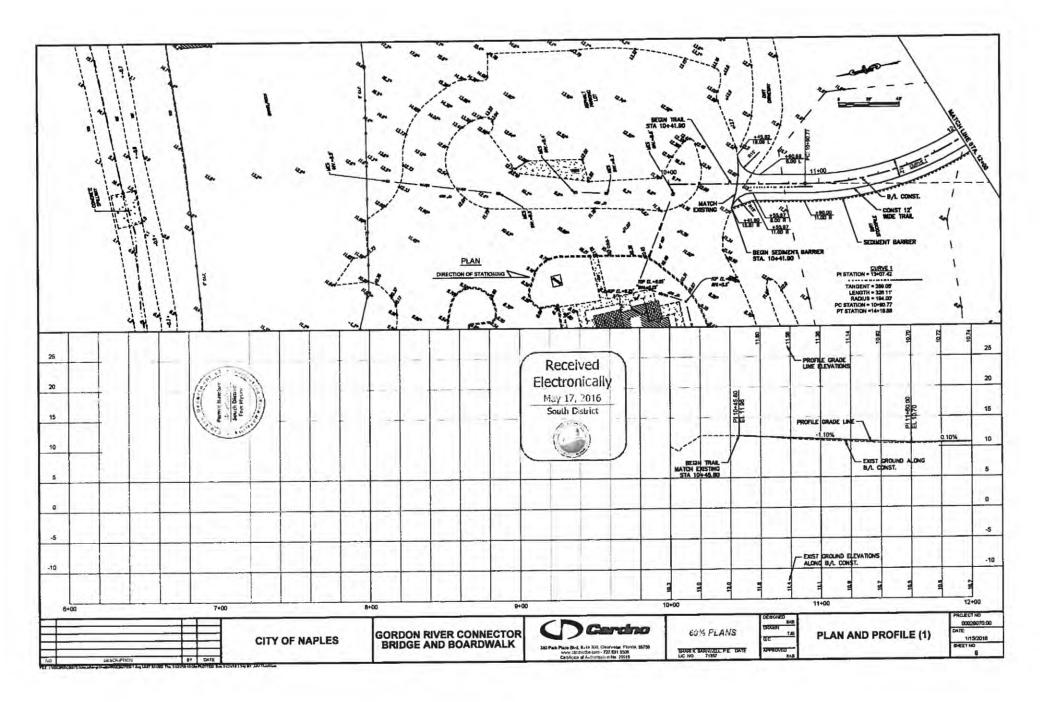
GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK

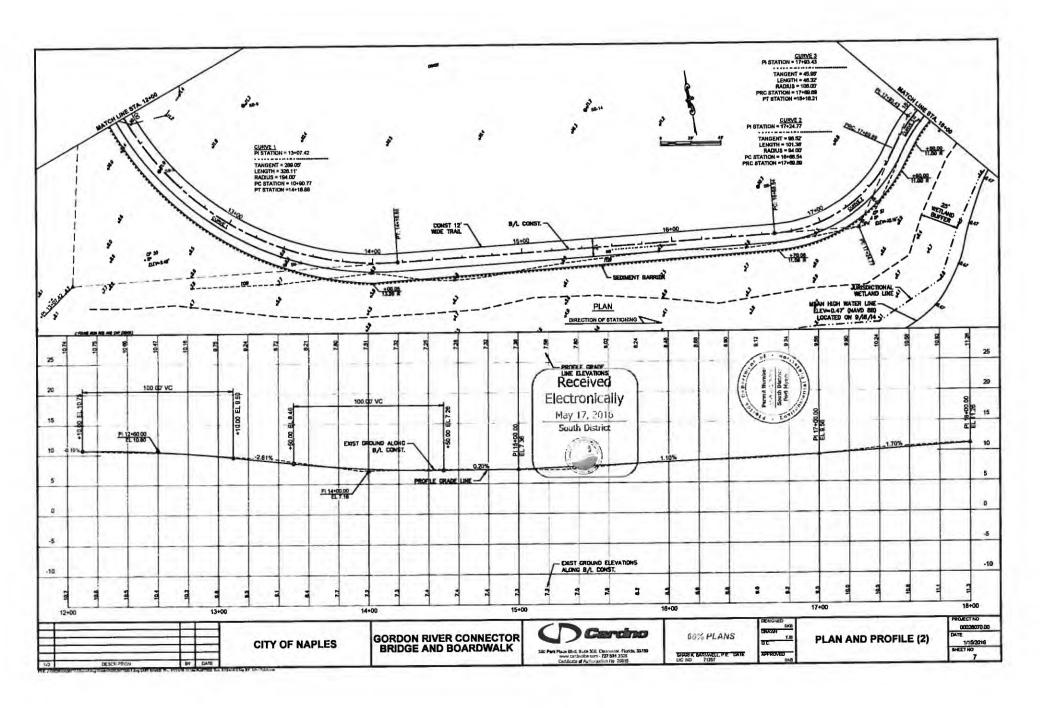
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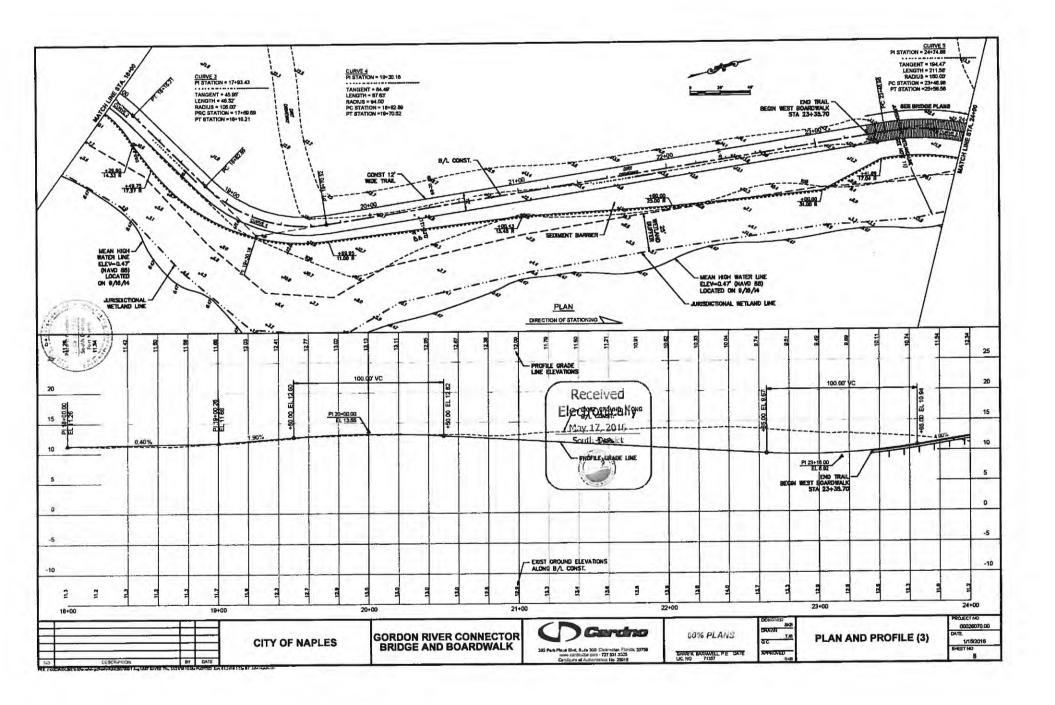
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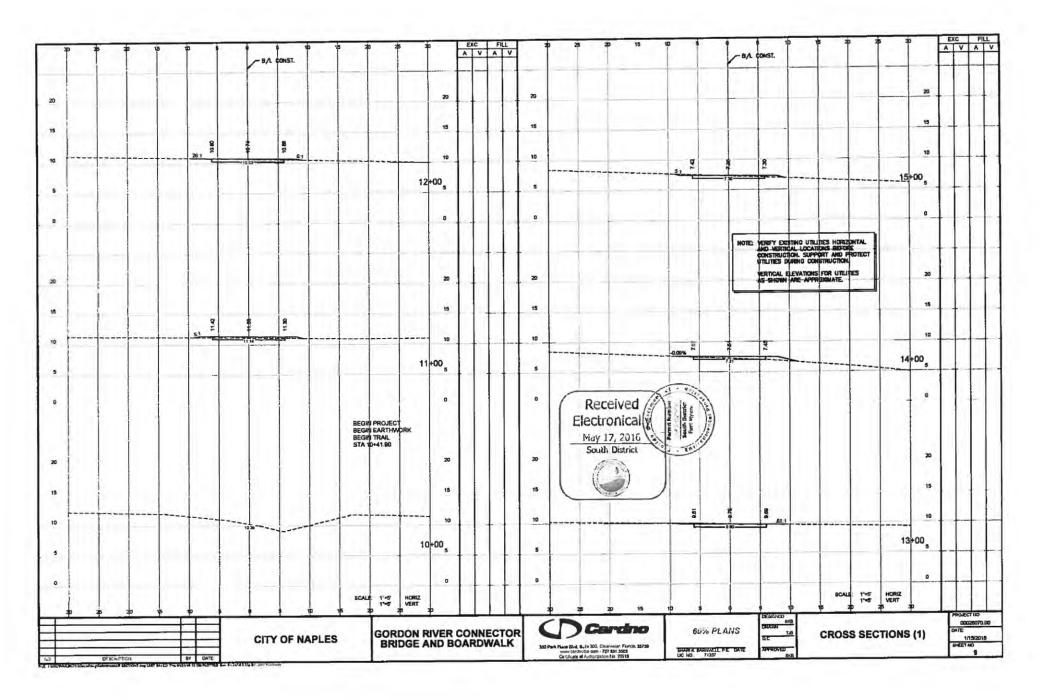
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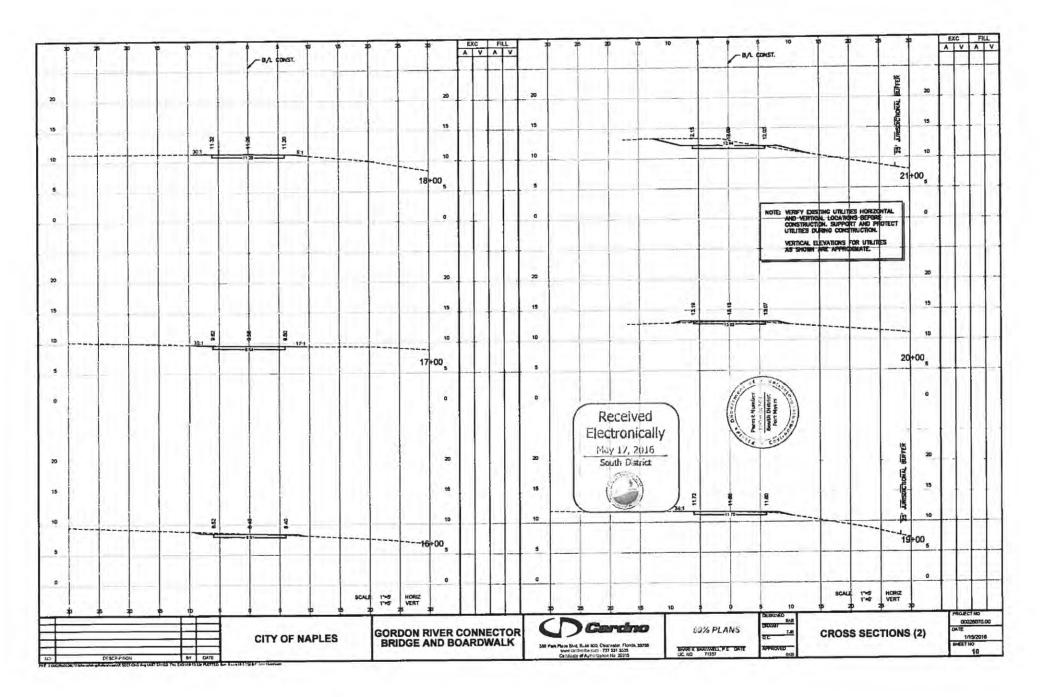


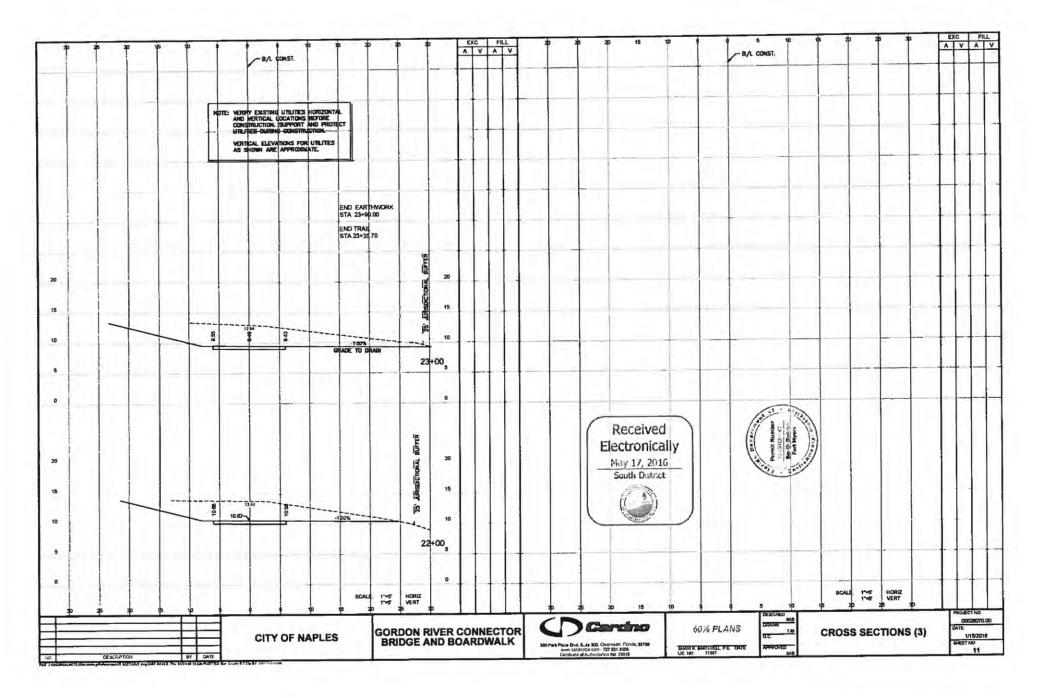


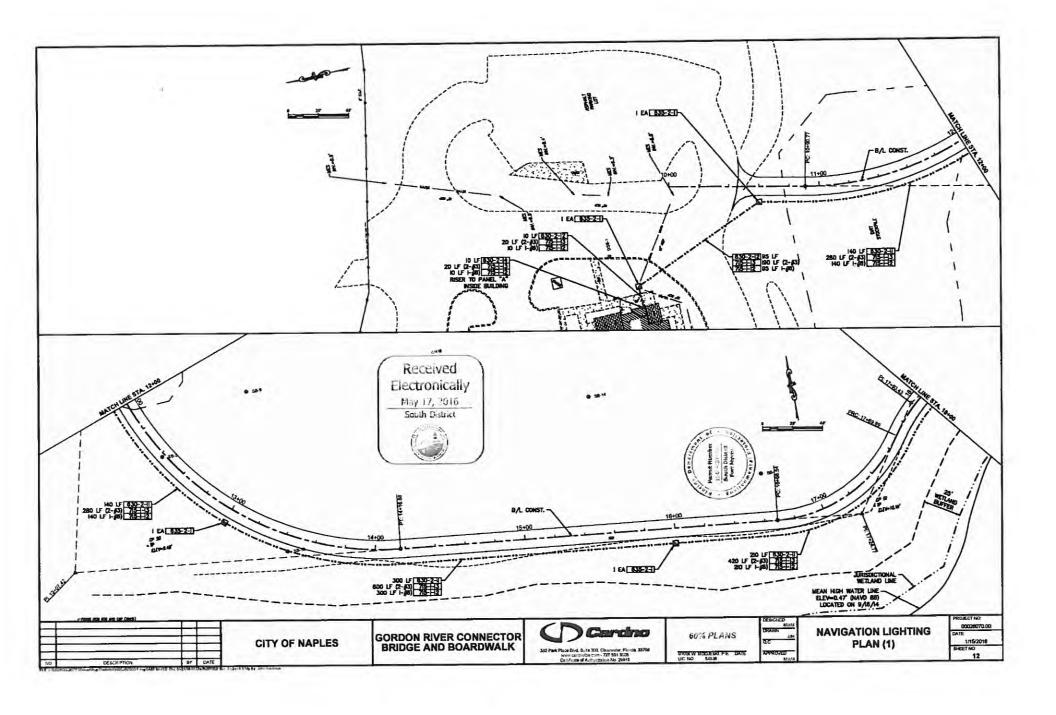


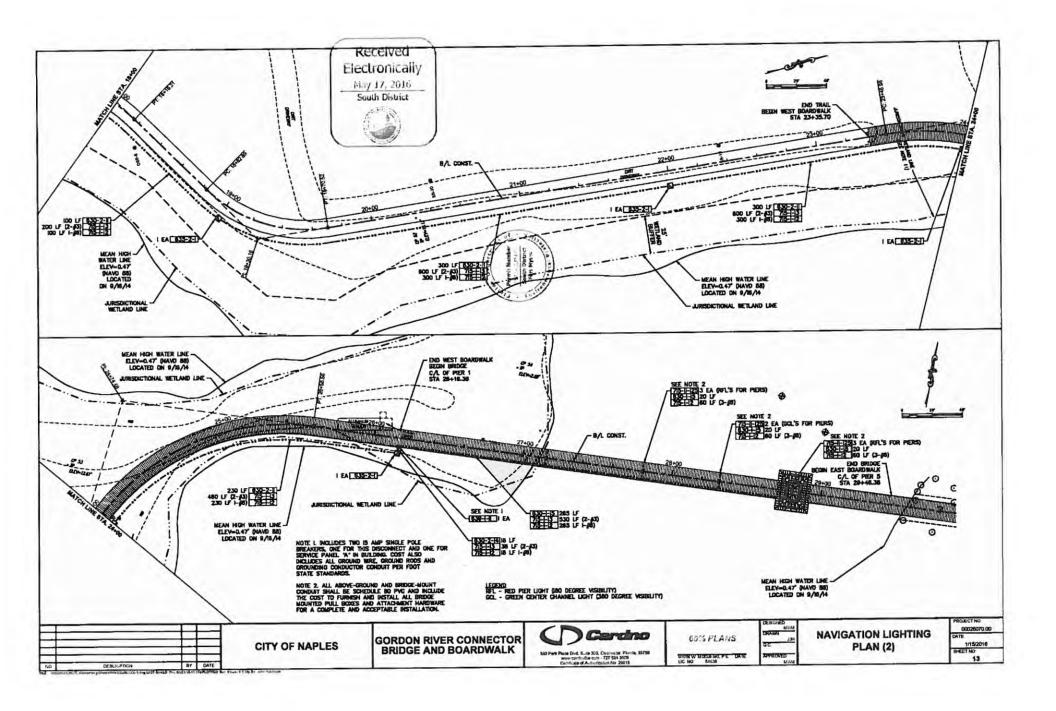












GENERAL NOTES

GENERAL SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2016 EDITION) WITH SUPPLEMENTS

DESIGN SPECIFICATIONS:

- AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO), LRFD BRIDGE DESIGN SPECIFICATIONS (7TH EDITION, 2014) WITH APPROVED INTERIMS THERETO.
- 2. AASHTO LIFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, DECEMBER 09.
- NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION BY THE AMERICAN FORREST & PAPER ASSOCIATION, 2005 EDITION, LRFD.
- 4. FDOT STRUCTURES MANUAL (JANUARY 2018 EDITION).

DESIGN METHOD:

LOAD AND RESISTANCE FACTOR DESIGN METHOD (LRFD) FOR ALL ELEMENTS.

DESIGN LOADING:

DESIGN LOVALING.

1. PEDESTRIAN LOADING: 90 PSF.

2. VEHICULAR LOADING: 4000 LBF MAINTENANCE VEHICLE.

3. WIND LOAD: BASE WIND SPEED = 130 MPH (COLLIER COUNTY).

4. SEISMIC LOADING: IN ACCORDANCE TO AASHTO LRFD 3.10 AND 4.7.4 FOR ZONE 1 SATISTYING MINIMUM BEARING SUPPORT DIMENSION REQUIREMENTS.

5. CONSTRUCTION LOADING (PILES ONLY) H-10 TRUCK (20,000 LBS).

TEMPERATURE EFFECTS:

STRUCTURE MATERIAL MEAN RISE FROM MEAN FALL FROM MEAN RANGE CONCRETE

COEFFICIENT OF THERMAL EXPANSION: 0.000006 PER F.

ENVIRONMENT:

SUPERSTRUCTURE: MODERATELY AGGRESSIVE SUBSTRUCTURE: MODERATELY AGGRESSIVE

CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 346 OF THE FDOT

CLASS	MINIMUM 28-DAY COMPRESSIVE STRENGTH (psi)	LOCATION OF CONCRETE IN STRUCTURE	
11	fc = 3,400	DIAPHRAGMS	
IV	fc = 6,000	PRESTRESSED BEAMS	
IV	fc = 5,500	SUBSTRUCTURE: PIER CAPS, CHEEK WALLS, END BENTS	

CONCRETE COVER:

CONCRETE COVER SHOWN IN PLANS DOES NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE TOLERANCES.

FOR VERTICAL AND HORIZONTAL ALIGNMENT REFER TO ROADWAY PLANS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

PROVIDE 3/4" CHAMFER ON ALL EXPOSED EDGES, EXCEPT AS OTHERWISE NOTED.

CONSTRUCTION JOINTS:

CONSTRUCTION JOINTS WILL ONLY BE ALLOWED AT LOCATIONS INDICATED ON THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS OF THOSE SHOWN ON THE PLANS REQUIRE THE APPROVAL OF THE ENGINEER.

SURFACE FINISH:

A CLASS 4 FINISH SHALL BE USED ON ALL EXPOSED CONCRETE SURFACES.

REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE ASTM A615, GRADE 60.
ALL DIMENSIONS PERTAINING TO LOCATIONS OF REINFORCING ARE TO CENTERLINE
OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.

STRUCTURAL FASTENERS: THE CONTRACTOR SHALL USE STAINLESS STEEL BOLTS, WOOD SCREWS AND NAILS IN THE CONTRACTOR SHALL USE STAINLESS STEEL BOLTS, WOUD SCREWS AND MAILS MALL WOOD/TIMBER CONNECTIONS FOR THE BOARDWALK AND BRIDGE DECKING.
ALL BOLT ASSEMBLIES SHALL HAVE WASHERS UNDER BOTH THE BOLT HEAD AND NUTS. SPIKES AND SCREWS SHALL BE COUNTERSUMK AND INSTALLED IN HOLES DRILLED WITH A COUNTERSUMK BRILL BIT. AND BOLTS, NUTS, WASHERS, SHALL BE STAINLESS STEEL ACCORDANCE WITH ASTO A 18 1.

CHANGES:

ALL PROPOSED CHANGES MUST BE APPROVED BY THE ENGINEER OF RECORD.

MATERIAL PRODUCTS

EXCEPT FOR THOSE MATERIAL PRODUCTS SPECIFICALLY CALLED FOR IN THE PLANS
AND SPECIFICATIONS, ALL MATERIAL PRODUCTS SPECIFIED FOR THIS PROJECT
SHALL BE ON THE FOOT APPROVED PRODUCT LIST.

PAY ITEM NOTES:

PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL PAY ITEMS SHALL BE INCLUDED IN THE CONTRACT PRICES FOR PAY ITEMS.

TIMBER AND PILES:

- LUMBER SIZES SHOWN ARE NOMINAL SIZES. LUMBER SHALL BE FURNISHED IN SIZES MEETING THE REQUIREMENTS OF THE NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION, 2005 EDITION OF THE AMERICAN FOREST AND PAPER ASSOCIATION.
- ALL NON-IPE LUMBER (TIMBER BEAMS & PILES) SHALL BE TREATED IN ACCORDANCE WITH STANDARD SPECIFICATION 955. ALL NON-IPE STRUCTURAL TIMBER SHALL BE TREATED FOR BRACKISH ENVIRONMENT.
- 3. TIMBER RAILING, RAILING POSTS, TIMBER DECK AND 2X8 TIMBER BOARDS ON PRESTRESSED BEAMS SPECIES SHALL BE IPE WOOD. Fb = 4100 PSI E = 3,010,000 PSI
- 4. TIMBER BEAM SPECIES SHALL BE SOUTHERN PINE "DENSE SELECT STRUCTURAL".

Fb = 1800 PSI (MIN.) E = 1,700,000 PSI

- 5. TIMBER PILE SPECIES SHALL BE SOUTHERN PINE WITH COMMERCIAL GRADE DENSE SELECT STRUCTURAL WITH THE FOLLOWING MINIMUM PROPERTIES:
 - Fb = 1750 PSI Fc = 1100 PSI E = 1,600,000 PSI
- 6. ALL PILES SHALL HAVE A MINIMUM 12 INCH BUTT DIAMETER. 7. SCOUR WAS CONSIDERED IN PILE LENGTH DETERMINATION.
- 8. SHOP DRAIWINGS FOR RAILINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL





CITY OF NAPLES

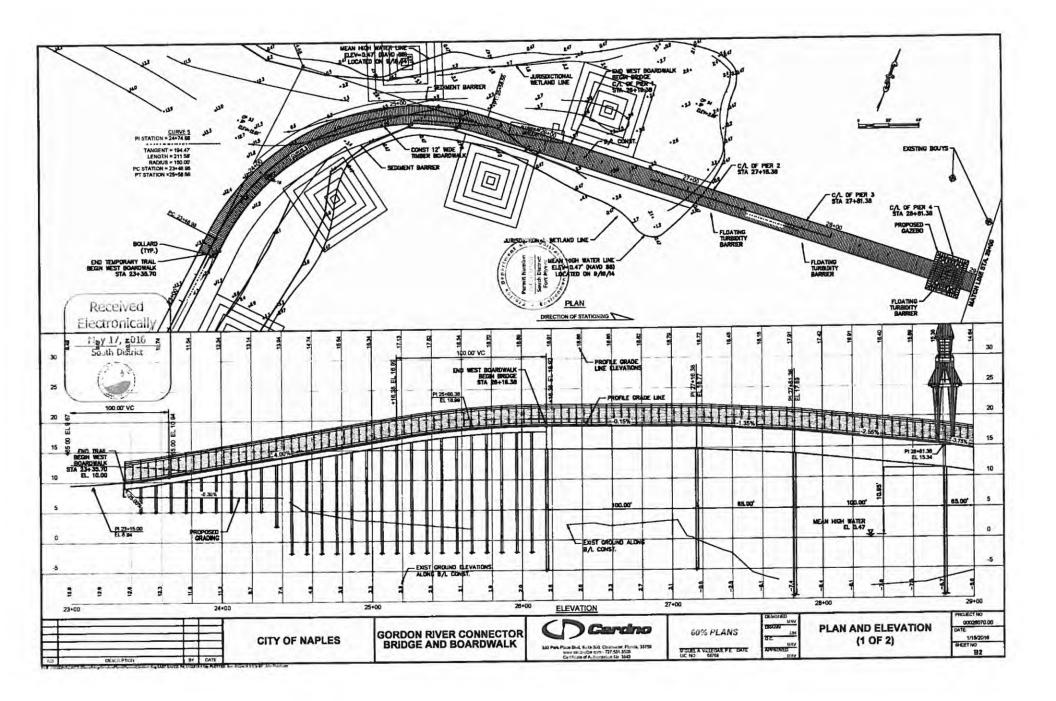
GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK

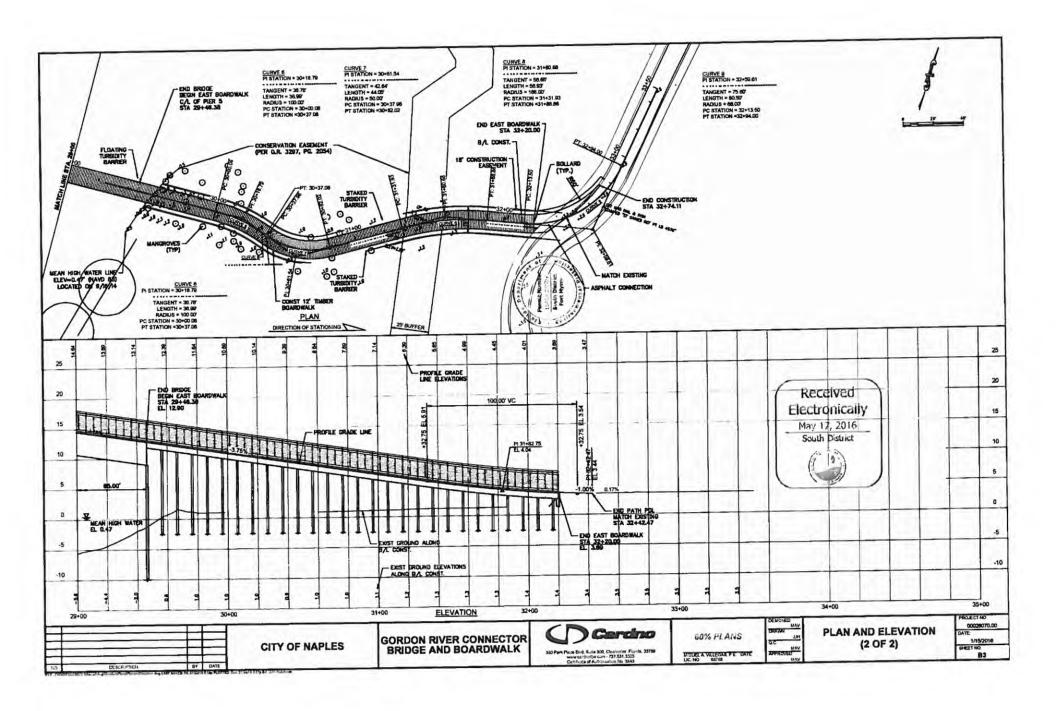


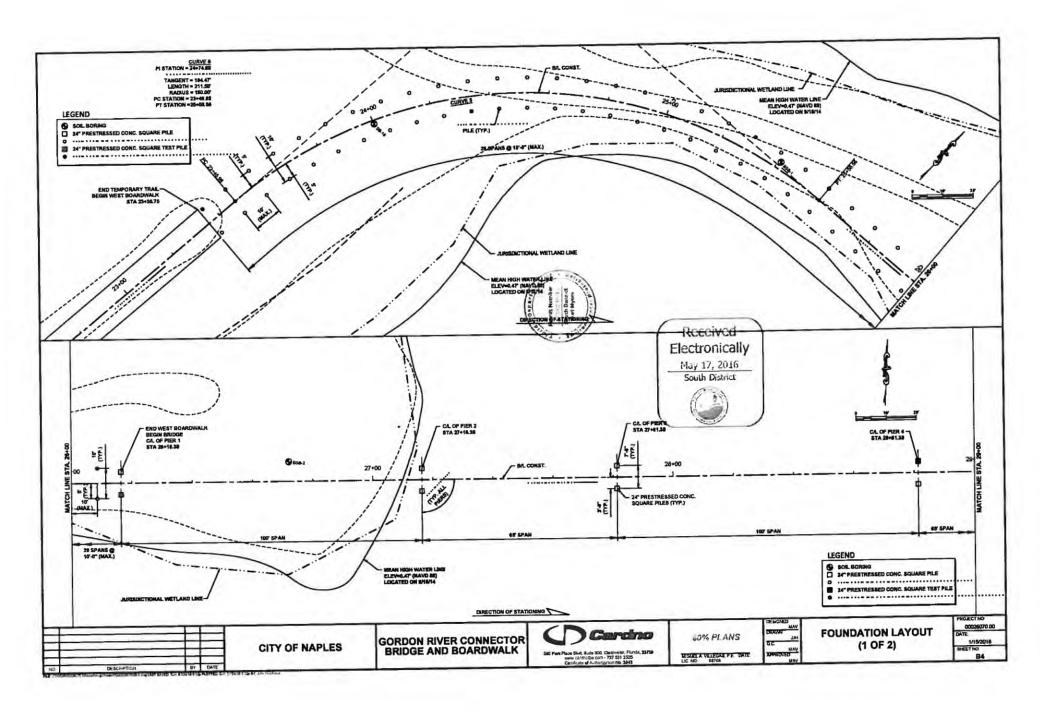
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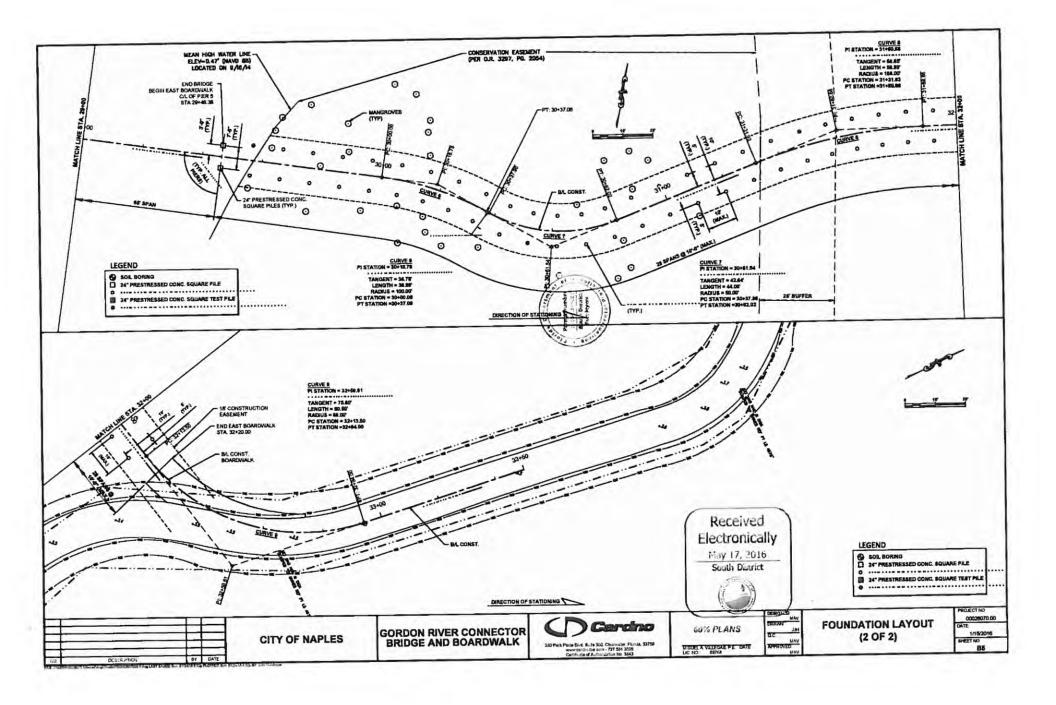
GENERAL NOTES

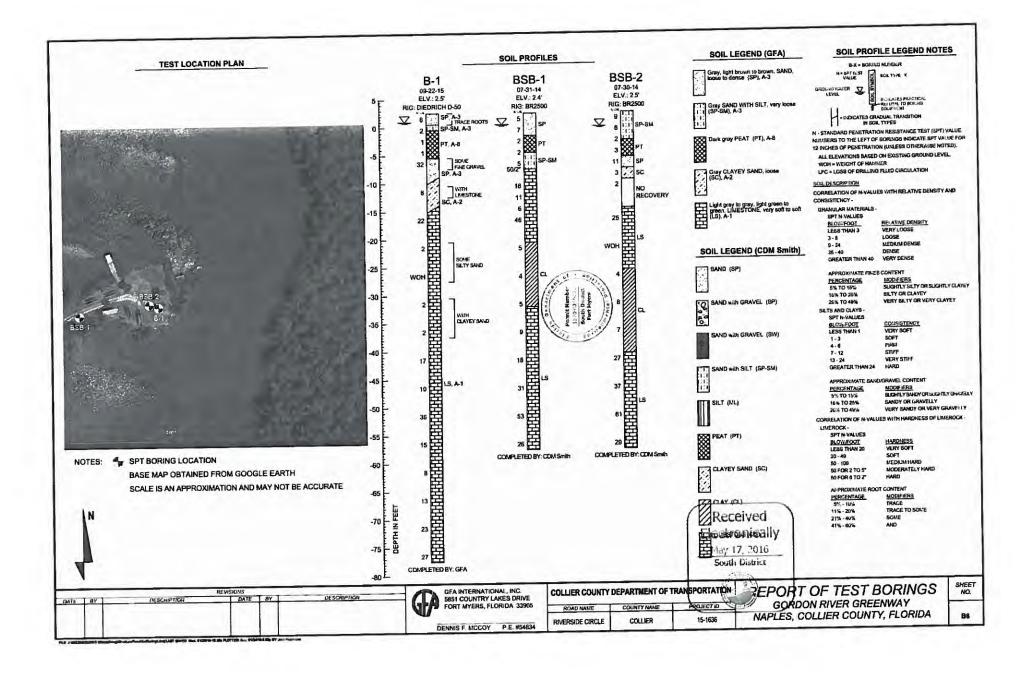
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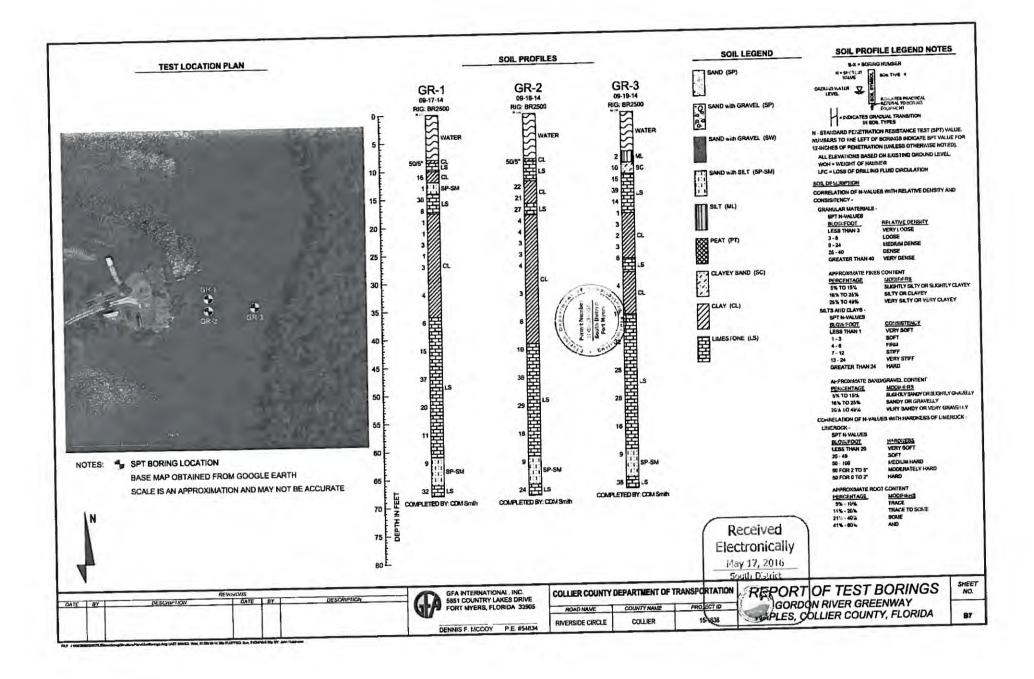












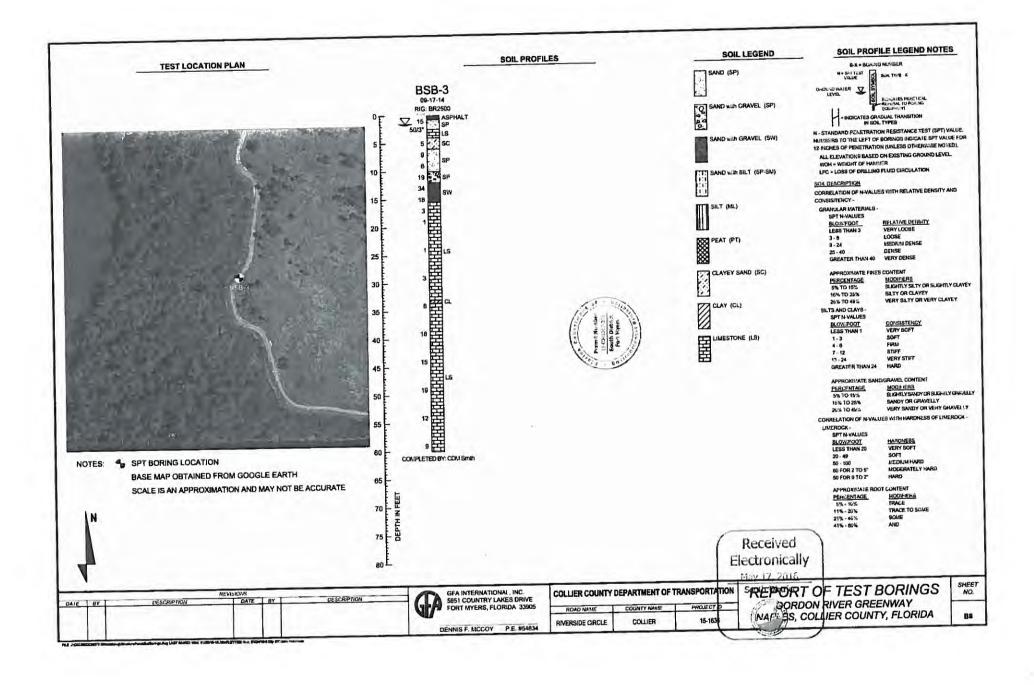
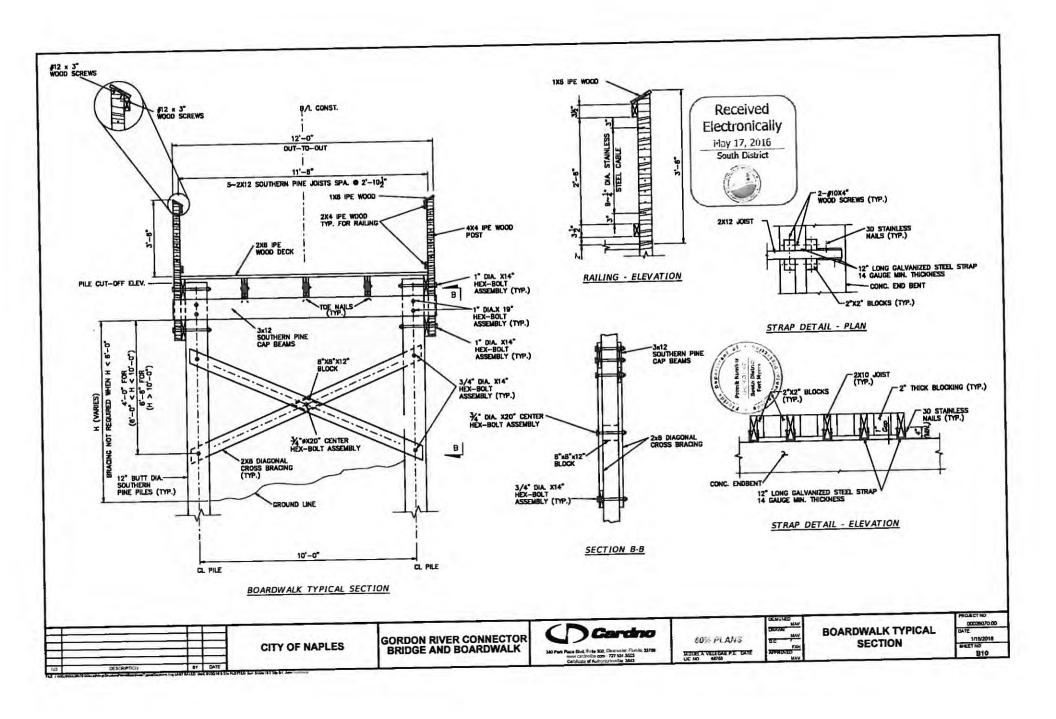
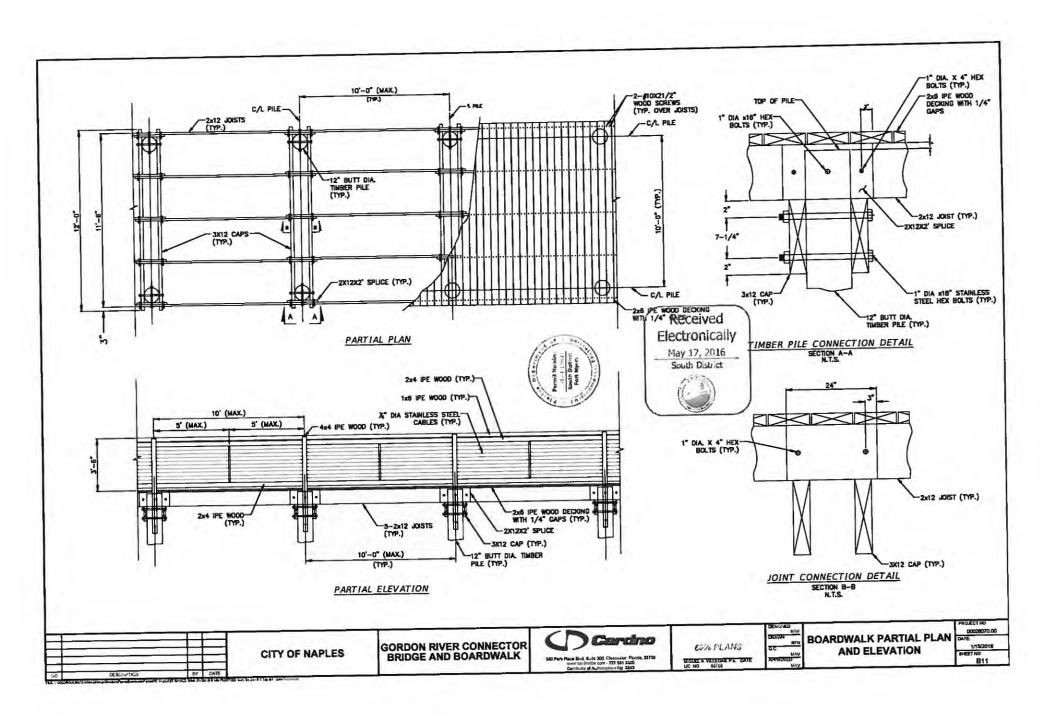


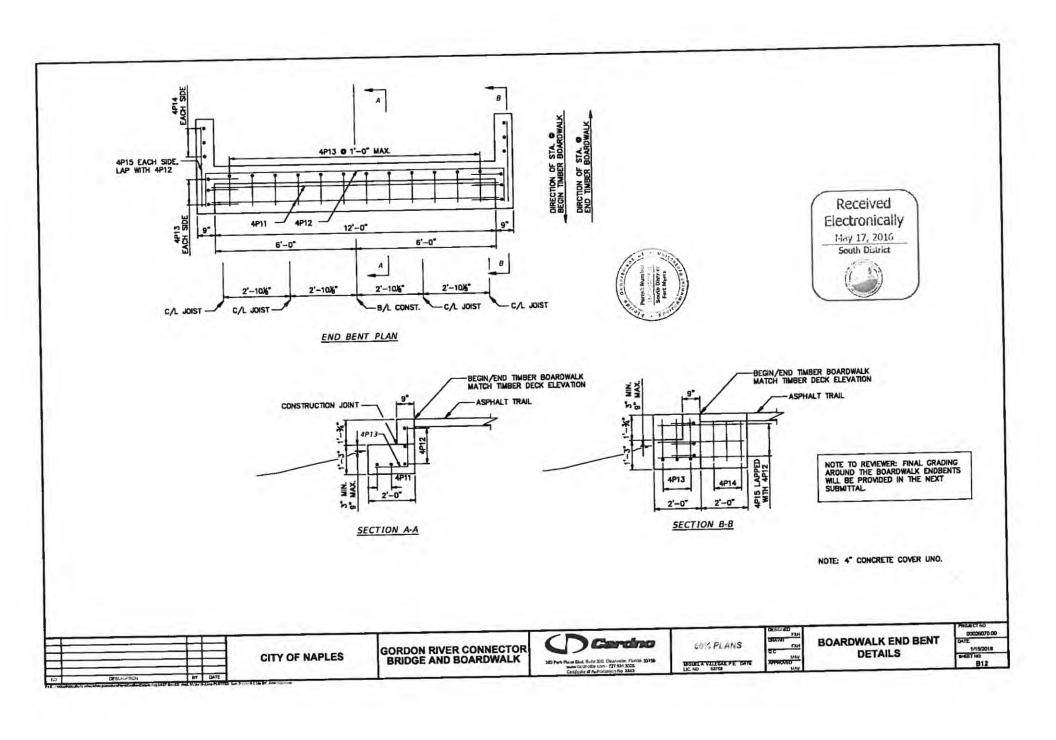
Table Date 01-20-16 PILE DATA TABLE PILE CUT-OFF ELEVATIONS DESIGN CRITERIA INSTALLATION CRITERIA LONG TERM SCOUR ELEVATION (ft.) NET 100-YEAR FACTORED TOTAL REQUIRED REQUIRED MINIMUM NOMINAL SCOUR SCOUR PIER TENSION DESIGN SCOUR PREFORM PILE PILE DRAG FI EVATION BEARING RESISTANCE RESISTANCE SIZE RESISTANCE ELEVATION ELEVATION LOAD ELEVATION LENGTH BENT RESISTANCE (12.) (tons) (m.) (ft.) (fL) (tons) NUMBER TBD 0.65 0 -5.0 NA -20 175 N/A 0 N/A -50° 80* Pile No. 1 270 0 TBD 0.65 0 -13.0 NA 175 N/A 0 -20 80* NA -50* 24 270 0 Pile No. 2 TRO 0.65 0 -12.5 NA 175 NA 0 -20 -50* 80* N/A 270 0 24 Plle No. 3 TBD NA 0.85 -7.7 Ø 0 -20 175 80* NA -50* 270 0 24 Pile No. 5 *Pending Final Lateral Stability Analysis Factored Design Load + Net Scour Resistance + Down Drag Contractor to verify location of all utilities prior to any pile driving. No jetting will be allowed without the approval of the Engineer. TENSION RESISTANCE - The ultimate side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile The Contractor should not anticipate being allowed to jet piles below the minimum tip elevation. Minimum Tip Elevation is required for lateral stability. (Specify only when design requires tension capacity). TOTAL SCOUR RESISTANCE - An estimate of the ultimate static side friction At each Bent, pile driving is to commence at the center of the Bent resistance provided by the scourable soil.

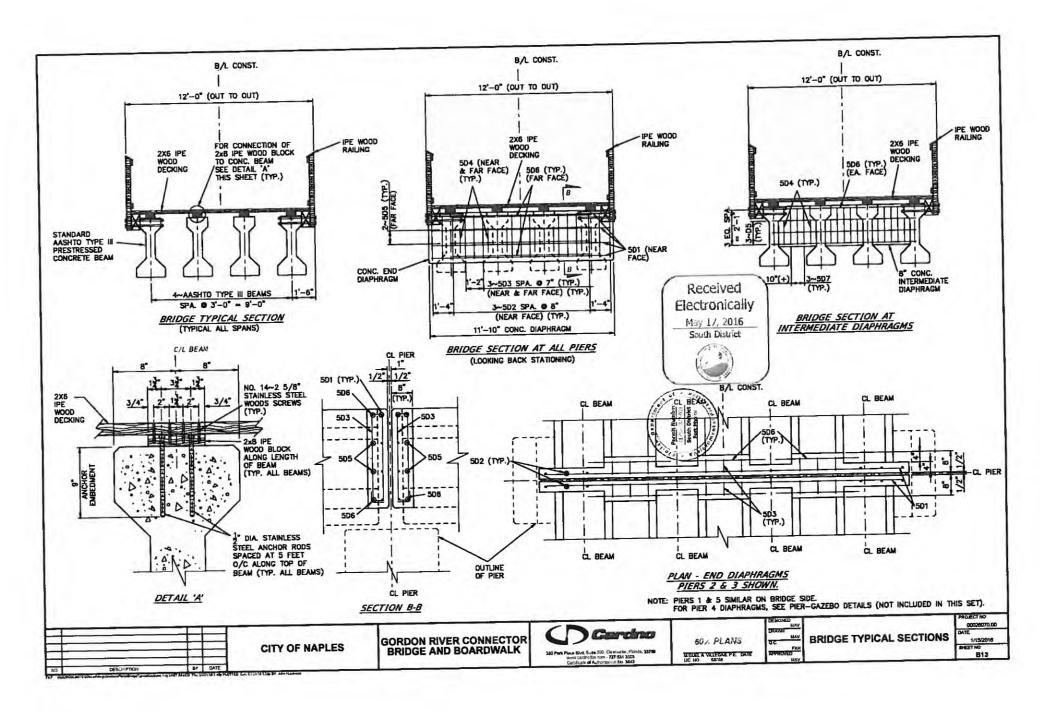
NET SCOUR RESISTANCE - An estimate of the ultimate stelle side friction end proceed outward. resistance provided by the soil from the required preformed or jetting elevation to the scour elevation. 100-YEAR SCOUR ELEVATION - Estimated elevation of scour due to the 100 year storm event.

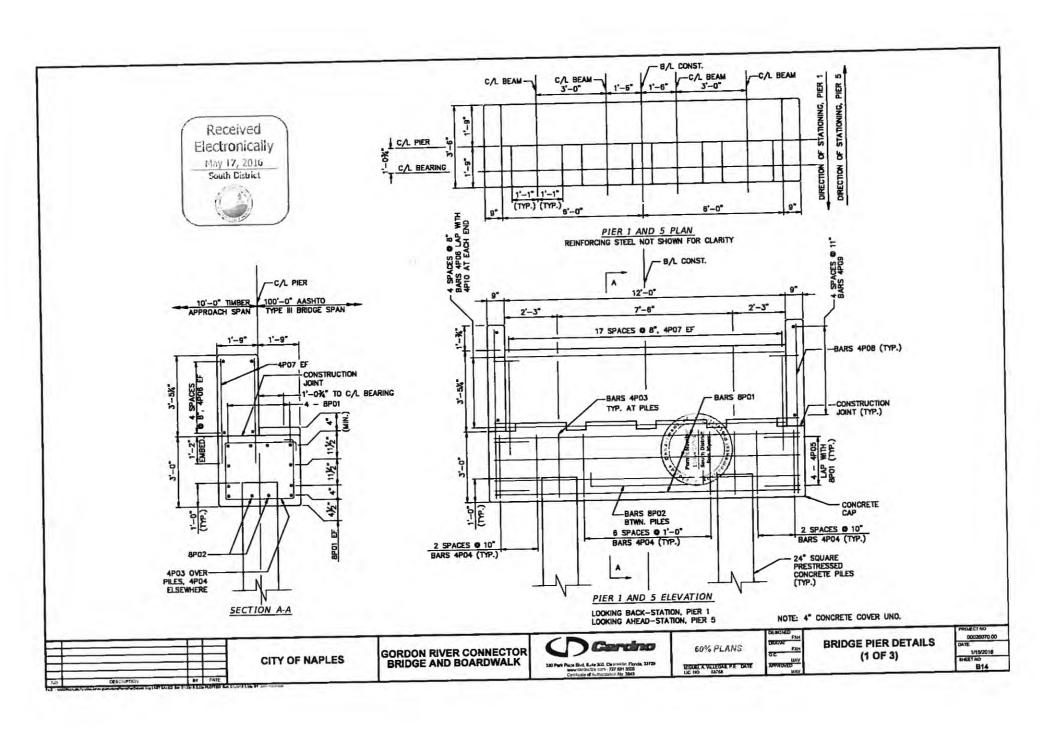
LONG TERM SCOUR ELEVATION - Estimated elevation of scour used in design for extreme event loading. Embedded Data Collector (EDC) instrumentation shall be implemented in all piles. Refer to "Embedded Data Collector and Dynamic Load Test Requirements" Developmental Specification NOTES: Section 455 and Standard Index 20502. 2. Perform Dynamic load lests as cullined in the "Embedded Deta Collector and Dynamic Load Test Requirements" Developmental Specification Section 455 on the first pile driven Received in each Bent. Electronically May 17, 2016 South District PILE DATA TABLE FLORIDA DEPARTMENT OF TRANSPORTATION GINEER OF RECORD WPG DESCRIPTION Dennis F. McCoy, P.E. DATE | Br P.E. No. 54834 \$107 in FINANCUL PROJECT ID GORDON RIVER CONNECTOR NDGE AND BOARDWALK D4:400 44 COLNIA B9 COLLIER

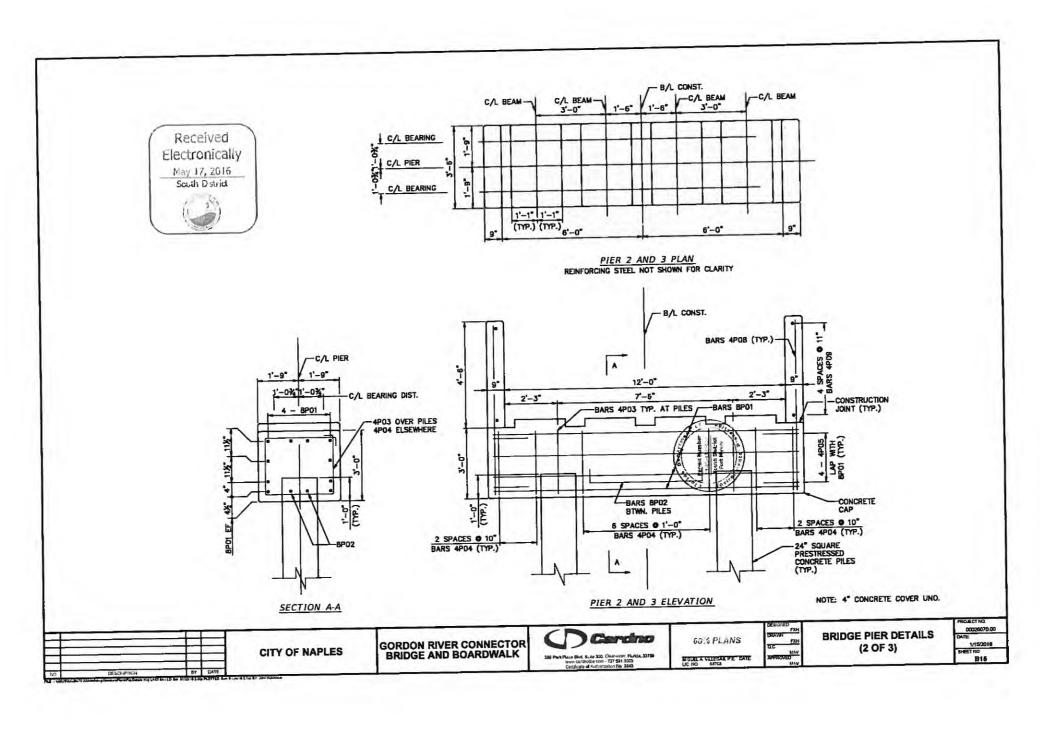


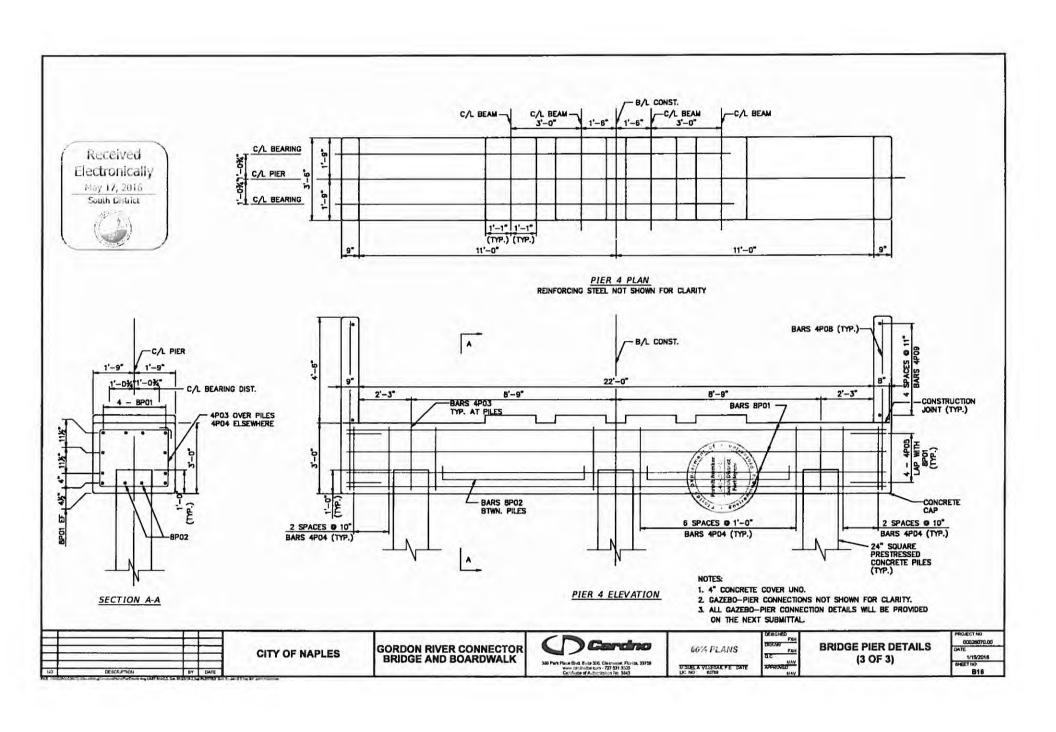




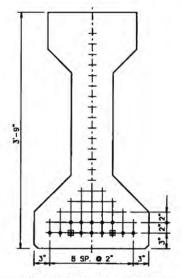








PEDESTRIAN BRIDGE AASHTO TYPE III BEAM - TABLE OF BEAM VARIABLES LOCATION | CONCRETE PROPERTIES | STND. | END | PLAN MEW | BRG. PLATE END OF BEAM & BEARING DIMENSIONS ** REINFORCING STEEL BEAM BEAM STRENGTHS (psi) PTRN. ELEV CASE MARK *** ANGLE # DIMENSIONS . 5K NO. OF SPACES BARS 5K SPACING BARS 5K * 3D1 DIM P DIM J DIM K1 DIM K2 Length NO. S1 S2 S3 S4 V1 V2 V3 V4 28 Day Release TYPE COND. END 1 END 2 END 1 END 2 END 1 END 2 NO. NO. DIM L DIM R В Length B 4'-10" 4'-10" 6" 9" 12" 18" 1, 3 IV 200,000,000,000,000 0" 735" 9" 9" 99'-3" 1/4" 1'-6" 1'-6" 184 35 11 14 4 1-4 5000 4800 6" 9" 1-4 IV 90,00,00, 90,00,00, 0" 9" 9" 64'-3" 1/4" 1'-6" 4'-10" 4'-10" 128 12 7 2 12" 18" 6000 4800 2 1 7%"



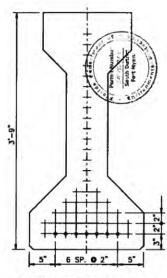
STRAND TYPE 1:14 STRANDS

STRAND DESCRIPTION: USE 0.5" DIAMETER, GRADE 270, LOW RELAXATION STRANDS STRESSED AT 31.0 KIPS EACH. AREA PER STRAND EQUALS 0.153 SQ. IN.

STRAND PATTERNS

STRAND DEBONDING LEGEND

- . FULLY BONDED STRANDS.
- ED STRANDS DEBONDED 2'-0" FROM END OF BEAM.



STRAND TYPE 2:7 STRANDS

STRAND DESCRIPTION: USE 0.5" DIAMETER, GRADE 270, LOW RELAXATION STRANDS STRESSED AT 31.0 KIPS EACH. AREA PER STRAND EQUALS 0.153 SQ. IN.

STRAND PATTERNS

STRAND DEBONDING LEGEND

- - FULLY BONDED STRANDS.



MOTES.

- WORK THIS SHEET WITH FDOT 2010 DESIGN STANDARDS INDEX NOS. 20110 AND 20130.
- 2. WORK THIS SHEET WITH FDOT 2016 DESIGN STANDARDS INDEX NOS. 20199.

DIMENSION NOTES

- ALL LONGITUDINAL BEAM DIMENSIONS SHOWN ON THIS SHEET WITH A SINGLE ASTERISK (*) ARE MEASURED ALONG THE TOP OF BEAM AT THE CENTERLINE OF BEAM.
- ** END OF BEAM BEARING DIMENSIONS "J" AND "K" ARE MEASURED ALONG THE BOTTOM OF THE BEAM.

BEARING PLATES

*** MARK INDICATES BEVELED BEARING PLATE AND EMBEDDED BEARING PLATE REQUIRED. SEE INDEX NO. 20501 FOR DETAILS.

-			CITY OF NAPLES
DESCRIPTION.	BY	DATE	
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GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK



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60% PLAN	>
MIGUEL A VILLEGAR PE	DA

-	MAY
DRAWN	MAY
90	FXH
APPHO7	ED

PRESTRESSED BEAM DETAILS

PROJECT NO 00028070.00 DATE 1/15/2018 SHEET NO B17 This Instrument Prepared By:
Tiana D. Brown
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41905 BOT FILE NO. 110239765 PA NO. 11-0341387-001

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to <u>City of Naples. Florida</u>, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 03, Township 50 South, Range 25 East, in Gordon River, Collier County, Florida, as is more particularly described and shown on Attachment A, dated March 6, 2016.

TO HAVE THE USE OF the hereinabove described premises for a period of <u>25</u> years from <u>August 15, 2016</u>, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

- 1. <u>USE OF PROPERTY</u>: The above described parcel of land shall be used solely for a <u>pedestrian bridge</u> and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. <u>11-0341387-001</u>, dated <u>August 15, 2016</u>, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.
- 2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective

- 3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.
- 4. <u>RIGHTS GRANTED</u>: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
- 5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
- 6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
- 7. <u>RIGHT TO INSPECT</u>: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.
- 8. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS</u>: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written
 consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or
 other transfer without prior written consent of the Grantor shall be null and void and without legal effect.
- 10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Naples, Florida 735 8th Street South Naples, Florida 34102

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

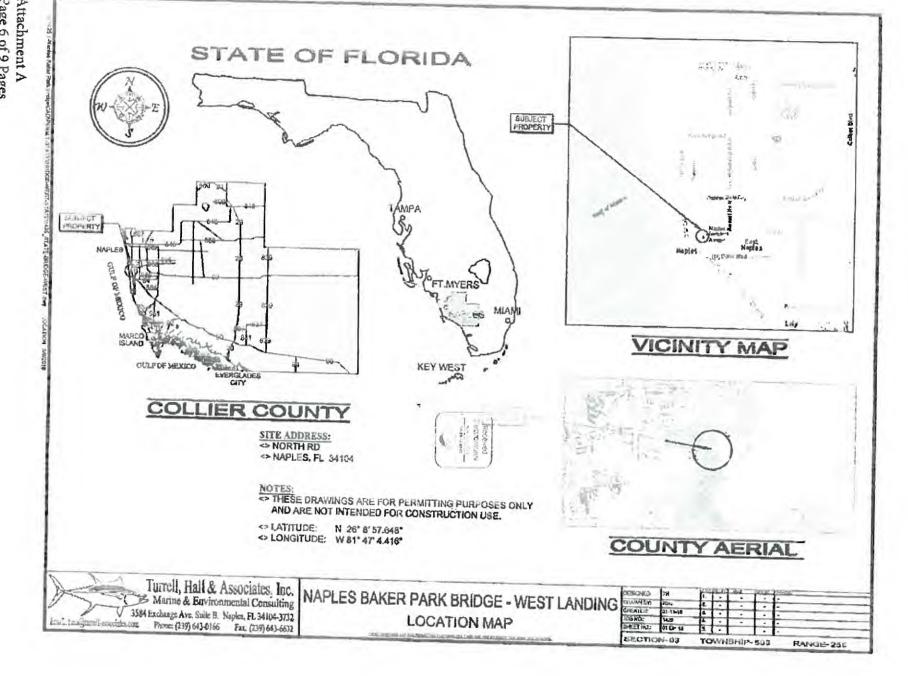
11. <u>TAXES AND ASSESSMENTS</u>: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

- 12. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES</u>: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 13. <u>ENFORCEMENT OF PROVISIONS</u>: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 14. <u>AMENDMENT/MODIFICATIONS</u>: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.
- 15. <u>USACE AUTHORIZATION</u>: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.
- 16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.
- 17. <u>UPLAND RIPARIAN PROPERTY INTEREST</u>: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee ha	we executed this instrument on the day and year first above written.	
WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE	
21112	OF FLORIDA	
Original Signature	(SEAL)	
	BY:	
Print/Type Name of Witness	Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the	
Original Signature	Board of Trustees of the Internal Improvement Trust Fund of the State of Florida	
Print/Type Name of Witness		
	"GRANTOR"	
STATE OF FLORIDA COUNTY OF LEON		
The foregoing instrument was acknowledged before	re me this day of, 20, by nistration, Division of State Lands, State of Florida Department of	
Environmental Protection, as agent for and on behalf of the	Board of Trustees of the Internal Improvement Trust Fund of the State	
of Florida. She is personally known to me.	and the state of the state	
APPROVED AS SUBJECT TO PROPER EXECUTION:		
	Notary Public, State of Florida	
Date 9/18/16		
	Printed, Typed or Stamped Name	
H	My Commission Expires:	
	Commission/Serial No.	

WITNESSES:	City of Naples, Florida	(SEAL)
Studenti Bh.	BY: Original Signature of Executing Author	UT
Stephanic Blan Typed/Printed Name of Withers	Bill Barnett Typed/Printed Name of Executing Author	
Original Signature	Mayor	
Karla Gilobs	Title of Executing Authority	
Typed/Printed Name of Witness STATE OF Florida	"GRANTEE	**
COUNTY OF COLLIER		
The foregoing instrument was acknowledged Bill Barnett as Mayor, for and on behalf of City of Na	d before me this 3rd day of 100000 me or who	20 by has produced
My Commission Expires:	Notary Public, State of Plone	
Commission/Serial No. EE 852566	Printed Typed or Stamped Name	N







GORDON RIVER BRIDGE EASEMENT Located in Section 3, Township 50 South, Range 25 East, Collier County, Florida

All that part of Section 3, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 3, Township 50 South, Range 25 East, Collier County, Florida; thence along the west line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of said Section 3 S.00°24'03"E. for 1344.61 feet to the south line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of said Section 3; thence along said south line N.89°26'19"E. for 1712.77 feet to the Mean High Water Line of the west side of the Gordon River; thence along said Mean High Water Line S.14°13'58"E. for 14.05 feet; thence continue along said Mean High Water Line S.14°54'04"W. for 18.43 feet to the POINT OF BEGINNING of the Parcel herein described; thence N.87°26'25"E. for 158.69 feet; thence N.02°33'35"W. for 7.06 feet; thence N.87°26'25"E. for 23.12 feet; thence S.02°33'35"E. for 7.06 feet; thence N.87°26'25"E. for 67.29 feet to the Mean High Water Line of the east side of the Gordon River; thence along said Mean High Water Line S.21°46'56"W. for 5.09 feet; thence S.87°26'25"W. for 61.18 feet; thence S.02°33'35"E. for 7.06 feet; thence S.87°26'25"W. for 162.78 feet to the Mean High Water Line of the west side of the Gordon River; thence s.87°26'25"W. for 162.78 feet to the Mean High Water Line of the west side of the Gordon River; thence along said Mean High Water Line N.14°54'04"E. for 13.63 feet to the Point of Beginning of the Parcel herein described;

Parcel contains 3551 square feet, more or less;
Bearings are based on the west line of the North 1/2 of the Northeast 1/4 of Section 3. Township 50 South, Range 25 East, Collier County, Florida being S.0°24'03"E.
Subject to easements, restrictions and reservations of record:

Prepared by:

E.F. Gaines Surveying Services, Inc.

Florida License No. 4576

Son valid without the algorithm and original raised scal of the above named Fiorida Professional Surveyor and Mapper

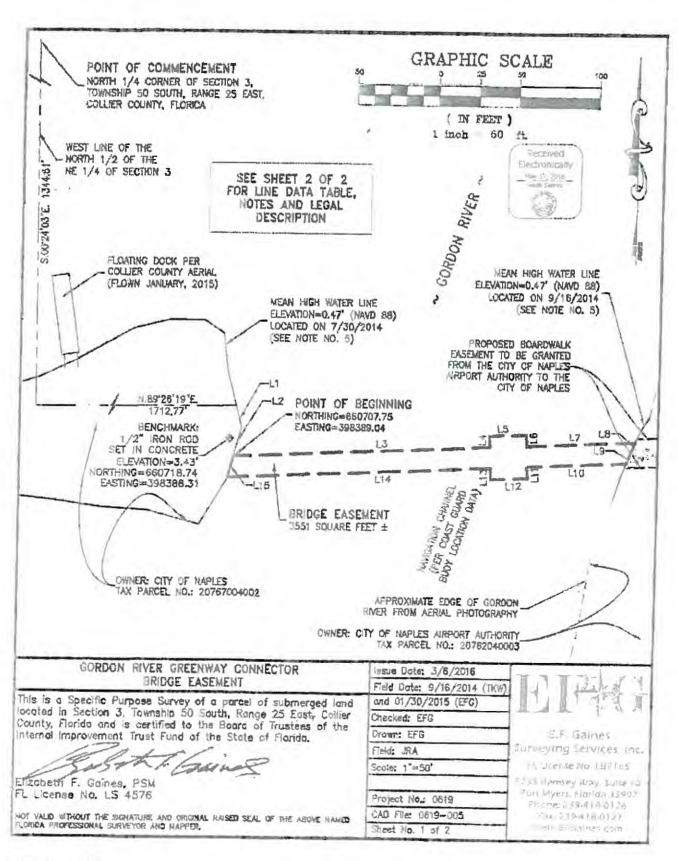
Sketch: EFG Drawing No. 0619-005

EP Grant Surveying San res. line. 8 219-418-0126

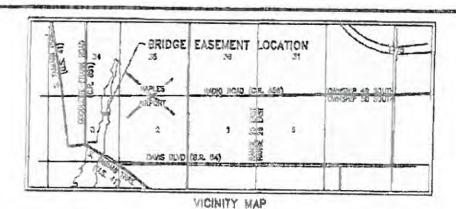
1215 Ramper Way, Sunt 10 of Myers Florida 12007

3/6/2016

Attachment A Page 7 of 9 Pages Easement No. 41905



Attachment A Page 8 of 9 Pages Easement No. 41905



DESCRIPTION:

All that part of Section 3, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

COMMENCING at the North Quarter Corner of Section 3, Township 5D South, Range 25 East, Collier County, Florida; thence along the west line of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of sold Section 3 S.00'24'03'E, for 1344.61 feet to the south line of the North Holf (N 1/2) of the Northeast Quarter (NE 1/4) of soid Section 3; thence along sold south line N.89'26'19'E for 1712.77 feet to the Mean High Water Line on the west side of the Gordon River; thence along sold Mean High Water Line S.1473'58'E. for 14.05 feet; thence continue along sold Mean High Woter Line \$1454'04'W. for 18.43 feet to the POINT OF BEGINNING of the Porcel herein described: thence N.87'26'25'E. for 158.68 feet; thence N.02'33'35'W, for 7.06 feet; thence N.87'26'25'E. for 23.12 feet; thence S.02'33'35'E. for 7.06 feet; thence N.87'26'25'E. for 67.29 feet to the Mesn High Water Line on the east side of the Gordon River, thence dong soid Mean High Water Line S.23'07'10'W. for 9.28 feet; thence continue along sold Mean High Water Line S.21'46'58"W. for 5.08 feet: thence S.87'26'25"W. for 81.18 feel; thence S.0233'35'E. for 7.06 feel; thence S.8726'25'W. for 23.12 feet; thence M.02 33 35 W. for 7.05 leet; thence S.8726 25 W. for 162.78 feet to the Mean High Water Line of the west side of the Gordon River; thence along said Mean High Water Line N.1454'04'E, for 13.63 feet to the Point of Beginning of the Parcel hersin described;

NOTES:

1. Distances shown hereon are in feet and decimals thereof.

2. Bearings and coordinates shown hereon are based on the State Plane Coordinate System, Florida East Zone, North American Datum of 1983 (NAD 83) NSRS with the West line of the North 1/2 of the NE 1/4 of Section 3 being 5.0724'03"E.

3. Elevations shown hereon reference the North American Vertical Datum of 1988 (NAVD 88) and are based on NGS Benchmark "NAPLES RESET (AD7841)".

4. This is a Field Survey. 5. The Mean Figh Water Line shown hereon is per a Boundary Survey prepared by TKW Consulting Engineers (Project No. 14191.00 dated 09/15/2014) and verified by E.F. Gaines Surveying Services on January 30, 2015.

Lin	e Data	Table
Line #	Length	Direction
L1	14.05	51443'58"E
2	1B.43	S14'54'04"
U	158,69	N87'26'25"E
L4	7.06'	N2'33'35"W
L5	23,12'	N87'26'25'E
1.6	7,05	\$2'33'35"E
L7	67.29	N87'26'25"E
LB	9.28'	\$23'07'10"W
LS	5.09'	S21'46'56"W
L10	61.18	\$67'26'25"W
L11	7.06'	\$2 *33 '35 " E
L12	23.12	S87"26"25"W
1.13	7.06'	N2'33'35"W
L14	162.78	\$87"26"25"W
L15	13,63	N14'54'04"E

GORDON RIVER GREENWAY CONNECTOR BRIDGE EASEMENT	Issue Date: 03/07/2016 Field Oote: N/A	THIEF.
	Chacked: EFG	
VICINITY MAP, LEGAL DESCRIPTION,	Orawn: EFG	E.F. Games
NOTES AND LINE DATA TABLE	Fleid: N/A	Surveying services, inc
(SEE SHEET 1 OF 2 FOR SURVEY MAP)	Scale: N/A	115.1 (Centr 14th, LB71A5
(and something)		A235 Parmiey Way Suite to
	Project No.: 0619	Phone 239 4 B-075 A
	CAD Fire: 0619-005	February # 1845123
The state of the s	Sheet No. 2 of 2	TABLE! Salines dann

Attachment A Page 9 of 9 Pages Easement No. 41905



SOUTH FLORIDA WATER MANAGEMENT DISTRICT **ENVIRONMENTAL RESOURCE PERMIT NO. 11-01743-P** DATE ISSUED: January 13, 2017

PERMITTEE: CITY OF NAPLES, ATTENTION: GREG

STRAKALUSE, P.E. 295 RIVERSIDE CIRCLE NAPLES, FL 34102

NAPLES AIRPORT AUTHORITY ATTN: THEODORE SOLIDAY

160 AVIATION DR. NAPLES, FL 34104

PROJECT DESCRIPTION: This Environmental Resource Permit authorizes construction and operation of a

boardwalk for a project known as Naples Baker Park Boardwalk.

PROJECT LOCATION:

COLLIER COUNTY.

SEC 3 TWP 50S RGE 25E

PERMIT

See Special Condition No:1.

DURATION:

This is to notify you of the District's agency action for Permit Application No. 160229-21, dated February 29, 2016. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statues (F.S).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing. 1.

2. the attached 18 General Conditions (See Pages: 2-4 of 6),

the attached 13 Special Conditions (See Pages: 5 - 6 of 6) and 3.

4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the attached distribution list) this 13th day of January, 2017, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

elwas W Edger

Melissa M. Roberts, P.E. Regulatory Administrator

Lower West Coast Service Center

Page 1 of 6

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

 Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

Rev. 11/08/16

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

- Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
- 2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
- 3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
- 4. A statement of when and how the petitioner received notice of the SFWMD's decision.
- 5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
- A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
- A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
- 8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
- A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-108.401—.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

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Page 2 of 6

GENERAL CONDITIONS

- All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.). Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
- A complete copy of this permit shall be kept at the work site of the permitted activity during the
 construction phase, and shall be available for review at the work site upon request by the Agency staff.
 The permittee shall require the contractor to review the complete permit prior to beginning construction.
- 3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
- 4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
- Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
- 6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex"Construction Completion and Inspection Certification for Activities Associated With a Private SingleFamily Dwelling Unit" (Form 62-330.310(3)): or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- 7 If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- 8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that

Page 3 of 6

GENERAL CONDITIONS

require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

- 9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- 10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- 12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330,340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- 14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
- 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
- 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other

Page 4 of 6

GENERAL CONDITIONS

uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

- 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
- A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Page 5 of 6

SPECIAL CONDITIONS

- The construction phase of this permit shall expire on January 13, 2022.
- Operation and maintenance of the stormwater management system shall be the responsibility of the permittee.
- A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
- The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (http://my.sfwmd.gov/ePermitting) under this application number.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Plans

Exhibit No. 3.0 FLUCCS Map

Exhibit No. 3.1 Wetland Impact Map

Exhibit No. 3.2 Letter of Credit Reservation

Exhibit No. 3.3 Work Schedule

Exhibit No. 3.4 Amendment of Conservation Easement

Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Lower West Coast Service Center at (239) 338-2929 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.

- 6. Mangrove trimming is limited to activities detailed in the plan attached as Exhibit 2.0 (page 6 of 8). All mangrove trimming activities shall be accomplished by a certified professional mangrove trimmer and in accordance with the Mangrove Trimming and Preservation Act (Sections 403.9321-403.9333 Florida Statutes).
- 7. Endangered species, threatened species and/or species of special concern have been observed onsite and/or the project contains suitable habitat for these species. It shall be the permittee's responsibility to coordinate with the Florida Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.
- Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 3.3, the permittee shall submit documentation from Little Pine Island Mitigation Bank that 0.09 saltwater forested credits have been deducted from the offical agency ledger.
- 9. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 3.3. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may

Page 6 of 6

SPECIAL CONDITIONS

require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

- 10. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
- 11. Prior to February 13, 2017 and prior to the commencement of construction, whichever occurs first, the permittee shall submit the following via ePermitting or to the Environmental Compliance staff at the local District office:
 - -One certified copy of the recorded amendment to conservation easement document, including exhibits. The recorded easement shall utilize the form attached as Exhibit No. 3.4. This Exhibit may not be modified. The easement must be free of mortgages, liens, easements or other encumbrances or interests in the easement which District staff states are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.
- 12. A turbidity control plan shall be implemented in accordance with Exhibit No. 2.0. Prior to the commencement of construction in the Gordon River, floating turbidity curtains with weighted skirts that extend to the bottom of the Gordon River shall be properly installed to isolate adjacent waters from the work area. The floating turbidity curtains shall be maintained and shall remain in place until all construction is complete and turbidity levels in the project area are within 29 NTUs of background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
- 13. Prior to the commencement of construction, the perimeter of protected on-site wetland preservation areas shall be staked/roped/fenced to prevent encroachment into the protected areas. Using Global Positioning System (GPS) technology, the perimeter of the preserve areas shall be identified for future reference. The data shall be differentially corrected and accurate to less than a meter (+/- one meter or better). Electronic copies of the GPS data shall be provided to the District's Environmental Resource Compliance staff in accordance with Exhibit 3.6. The permittee shall notify the District's Environmental Resource Compliance staff in writing upon completion of staking/roping/fencing and schedule an inspection of this work. The staking/roping/fencing shall be subject to District staff approval. The permittee shall modify the staking/roping/fencing if District staff determines that it is insufficient or is not in conformance with the intent of this permit. The staking/roping/fencing shall remain in place until all adjacent construction activities are complete.

Last Date For Agency Action: January 15, 2017

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Naples Baker Park Boardwalk

Permit No.: 11-01743-P Application No.: 160229-21

Application Type: Environmental Resource (Construction/Operation Modification)

Location: Collier County, S3/T50S/R25E

Permittee: City of Naples

Naples Airport Authority

Operating Entity: City of Naples

Project Area: 0.13 acres
Permit Area: 738.60 acres

Project Land Use: Recreational

Special Drainage District: NA

Total Acres Wetland Onsite: .09
Total Acres Impacted Onsite: .07

Offsite Mitigation Credits-Mit.Bank: .09 Little Pine Island

Conservation Easement To District: Yes

Sovereign Submerged Lands: No

PROJECT SUMMARY:

This Environmental Resource Permit authorizes construction and operation of a boardwalk for a project known as Naples Baker Park Boardwalk.

The project consists of the construction of a 12-foot wide boardwalk within an 18-foot wide easement. The total area of the boardwalk is 3,220 square feet. The western end of the project area ends at the Mean High Water Line of the Gordon River. The boardwalk will connect to a bridge to be constructed over the Gordon River west of the Mean High Water Line that was permitted by the Florida Department of Environmental Protection (FDEP Permit No. 11-0341387-001, issued August 15, 2016). The applicant proposes to amend a portion of the existing conservation easement from a Standard Conservation Easement to a Passive Recreation Conservation Easement to accommodate the footprint of the boardwalk. Site development plans are attached as Exhibit 2.0. This application does not include any changes to the previously permitted surface water management system.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code (F.A.C.).

App.no.: 160229-21 Page | of 7

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located in the west quadrant of the existing Naples Municipal Airport, west of the West Quad Pond (Application No. 140507-19). The Naples Municipal Airport is located between Airport Pulling Road and the Gordon River and between Enterprise Avenue Extension and North Road in the City of Naples in Collier County. Refer to Exhibit 1 for a location map.

The site contains hydric disturbed lands with young mangroves and a conservation easement/mitigation area consisting of mangroves associated with Application No. 990407-8. For information on the wetlands and surface waters within the project, please refer to the Wetlands and Surface Waters section of this staff report.

WETLANDS:

Wetlands And Other Surface Waters:

The project consists of the construction of a 12-foot wide boardwalk within an eighteen (18) foot wide passive recreational conservation easement area consisting of a total of 0.13-acres of wetlands. The construction footprint of the boardwalk contains 0.07 acres of wetlands. The remaining wetlands within the 18-foot wide boardwalk easement are not directly impacted within the conservation easement and will continue to be maintained per the permit. Please see Exhibit 3.0 for wetland locations. The wetlands can be generally described as mangrove swamp and disturbed hydric land with recruiting mangroves and saltwater tolerant groundcover. Additional wetland descriptions are located in the epermitting file. The onsite conservation easement is also an existing mitigation area for the Naples Municipal Airport.

The boardwalk will connect to the west with a bridge over the Gordon River that is being permitted by FDEP. The related bridge connects to a City of Naples Park on the western side of the Gordon River. The boardwalk will connect to the east to existing paved recreation trails on the Naples Airport Authority property. The project will result in impacts to 0.07 acres of wetlands as described in the table below. Exhibit 3.1 identifies the locations of wetlands that will be impacted. Please note that only the western portion of the boardwalk is located within the permitted conservation easement, while the eastern portion of the boardwalk is within wetlands not currently encumbered by a conservation easement. The construction of the 12-ft wide boardwalk will be from the top down to avoid impacts to wetlands outside of the construction footprint. Impacts to mature mangroves will be avoided wherever possible, and in some instances large branches will be tied back during construction. Turbidity curtains will be utilized along the shoreline to maintain water quality to the adjacent waterway (Gordon River).

Future mangrove trimming will consist of lateral branches 1-ft outside of the boardwalk footprint, and will be conducted only as needed by a Professional Mangrove Trimmer (Special Condition No. 6).

Secondary impacts include minor mangrove trimming alongside the boardwalk. Secondary impacts total 0.02 acres. The passive recreation facilities include litter disposal facilities to minimize impacts from users.

To mitigate for the wetland impacts, the applicant will purchase 0.09 saltwater forested mitigation bank credits from Little Pine Island Bank, as depicted in Exhibits 3.2-3.3. The amount of mitigation was determined by using the Little Pine Island Assessment Method. The final scores can be found in the permit file. The direct and secondary impacts to the mangroves within the conservation easement area utilized a 1:1 ratio.

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Cumulative impact Assessment:

Since the mitigation is not located within the same pasin as the wetland impacts, a cumulative impact analysis was conducted of the saltwater forested wetlands within the West Collier Basin pursuant to Rule 10.2.8 of Volume I. This analysis can be found in the permit file.

All impacts from the proposed boardwalk will be to a small portion of the mangrove habitat on site. The boardwalk is a passive use structure, and does not involve filling wetlands.

Little Pine Island Mitigation Bank offers saltwater mitigation credits, which results in mitigation that is similar habitat type to the impacted wetlands. In addition, the Naples Airport has preserved intact mangrove forest along the Gordon River as part of their previously permitted mitigation. The percentage of saltwater wetland habitat impacts going offsite is small in comparison to the overall onsite permitted airport mitigation.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the West Collier Basin. This conclusion is project-specific and does not necessarily apply to any other application.

Wetland Inventory:

The 600 FLUCCS habitat code in the table below represents hydric disturbed land. Direct and secondary wetland impacts within the conservation easement total approximately 0.06 acres (western segment of project). Direct and secondary wetlands impacts outside of the conservation easement total approximately 0.037 acres (eastern segment of project). The table below combines both the secondary impact acreage that is located inside and outside of the conservation easement.

The wetland impacts on the front page of the staff report does not include the 0.02 acres of secondary impacts.

Wetland Inventory:

CONSTRUCTION MOD -Naples Baker Park

Site	Site Type	Pre-Development			Post-Development							
		Pre Fluc cs	АА Туре	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluces	Adj Delta	Functional Gain / Loss
W1	ON	612	Direct	.04	110 A 200 A		-600				.000	.000
W2	ON	600	Direct	.03							.000	.000
Ws	ON	600	Secondary	.02							.000	.000
			Total:	.09	1							.00

Fluces Code	Description
600	Wetlands
612	Mangrove Swamps

MITBANK	LITTLE PINE ISLAND	
Type Of Credits	Number Of Credits	
Salt Water Forested	Mitigation Bank Cr Used .09	
Total:	.09	

Fish And Wildlife Issues:

The wetlands or surface waters to be impacted provide habitat for wetland-dependent species including wading birds. Although the project is located adjacent to the Gordon River, it is also within the City of Naples Airport Property which may limit the use of the area by listed species. In addition, the project is for passive recreation within a relatively small portion of the available mangrove habitat, and therefore is not anticipated to result in adverse impacts to wildlife. The proposed mitigation is anticipated to provide or improve habitat for wetland-dependent/ aquatic species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the adjacent uplands within the project for nesting or denning. The permittee has coordinated with both the US Fish and Wildlife Service and the National Marine Fisheries Service regarding this project via the Army Corps of Engineers (ACOE) (see epermitting file for a copy of the March 25, 2016 coordination letter from the ACOE).

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

LEGAL ISSUES:

The existing recorded conservation easement for the Naples Airport Authority is a standard conservation easement (no passive recreation facilities are allowed). In addition to the South Florida Water Management District, the Conservancy of Southwest Florida is a grantee of the conservation easement. This permit authorizes an amendment to the Conservation Easement to allow the passive recreation facilities within an 18-foot wide portion of the conservation easement, as outlined on the attached plans and exhibits. The remainder of the conservation easement will remain a standard conservation easement. Please see Special Condition No. 11 regarding the amendment of conservation easement and Exhibit No. 3.4 for the amendment of conservation easement form.

CERTIFICATION, OPERATION, AND MAINTENANCE:

Pursuant to Chapter 62-330.310 Florida Administrative Code (F.A.C.), Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all stormwater management systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in

App.no.: 150229-21

perpetuity.

The efficiency of stormwater management systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity will be responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of Applicant's Handbook Volume 1 for Minimum Operation and Maintenance Standards.

App.no.: 160229-21 Page 5 of 7

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that irrigation and dewatering are not required for this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that there is some potential for undiscovered archeological sites to occur within the property. Please refer to General Condition No. 14 regarding fortuitous finds or unexpected discoveries during ground disturbing activities on the project site. This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

NATURAL RESOURCE MANAGEMENT:

DATE: 1/13/17

SURFACE WATER MANAGEMENT:

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7/	DATE:	1/13/17
Brian Rose P.F.	DATE:	

App.no.: 160229-21



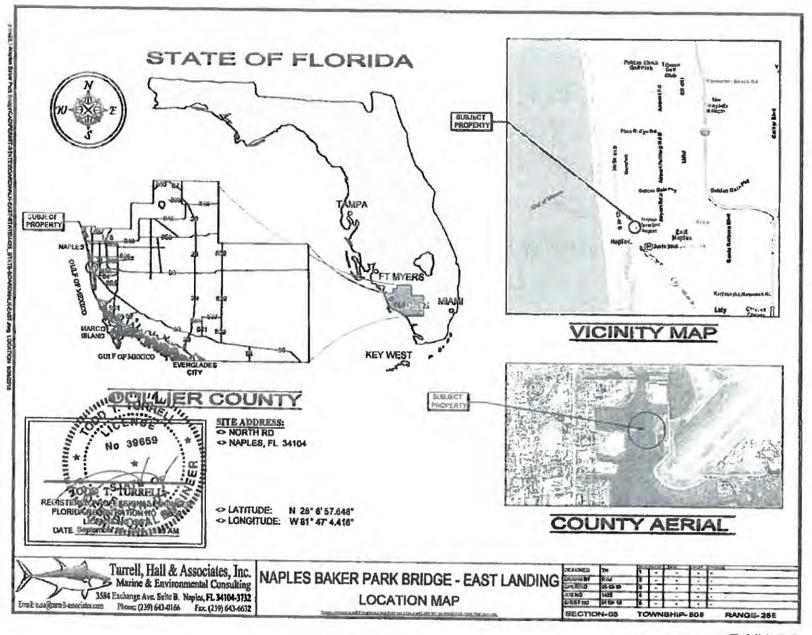


Exhibit 2.0 Application No. 160229-21 1 of 8

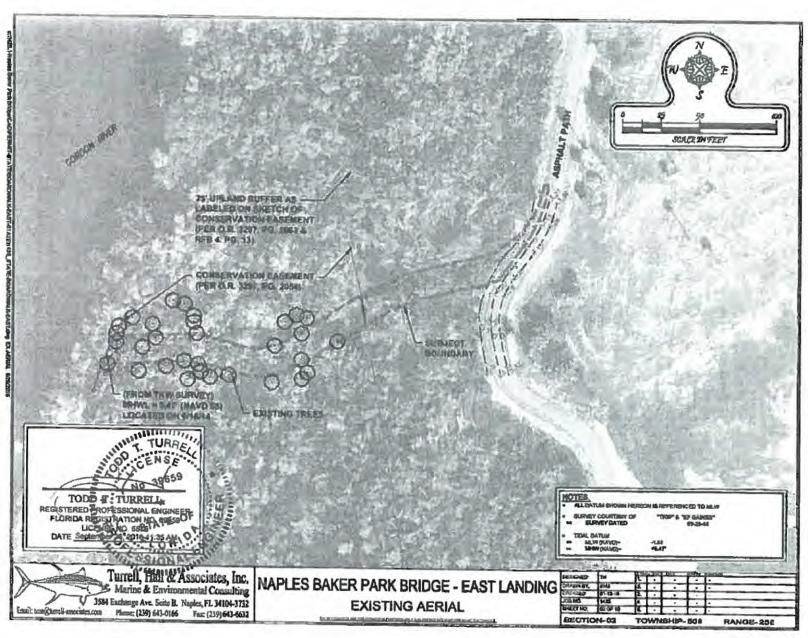


Exhibit 2.0 Application No. 160229-21 2 of 8

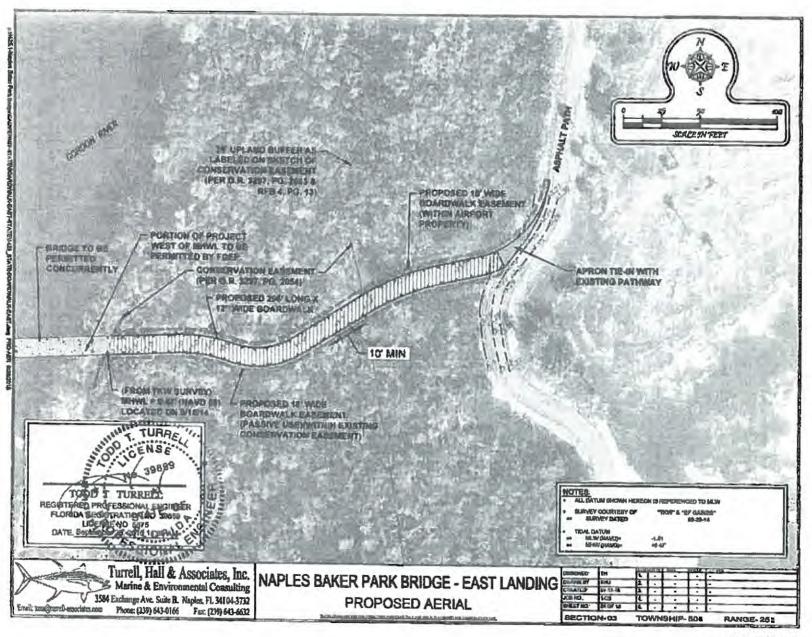


Exhibit 2.0 Application No. 160229-21 3 of 8

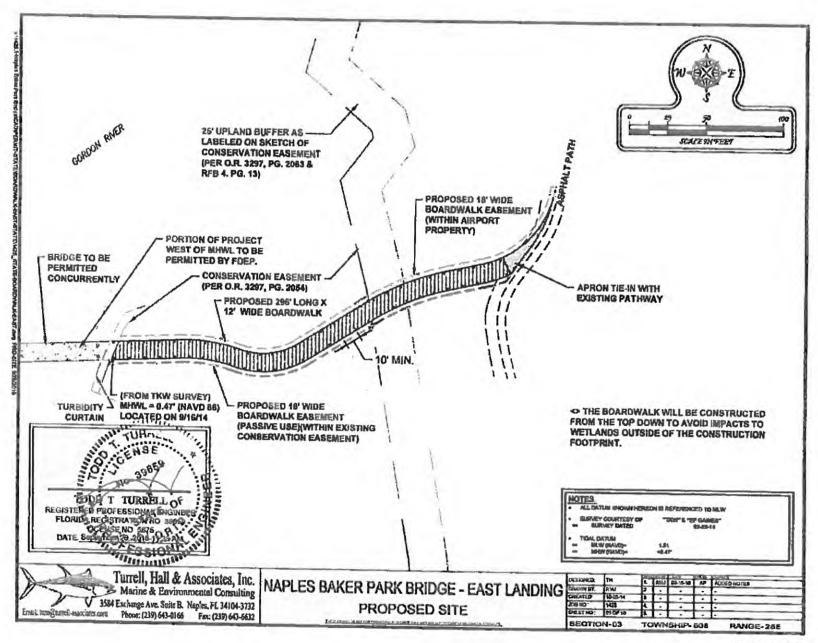


Exhibit 2.0 Application No. 160229-21 4 of 8

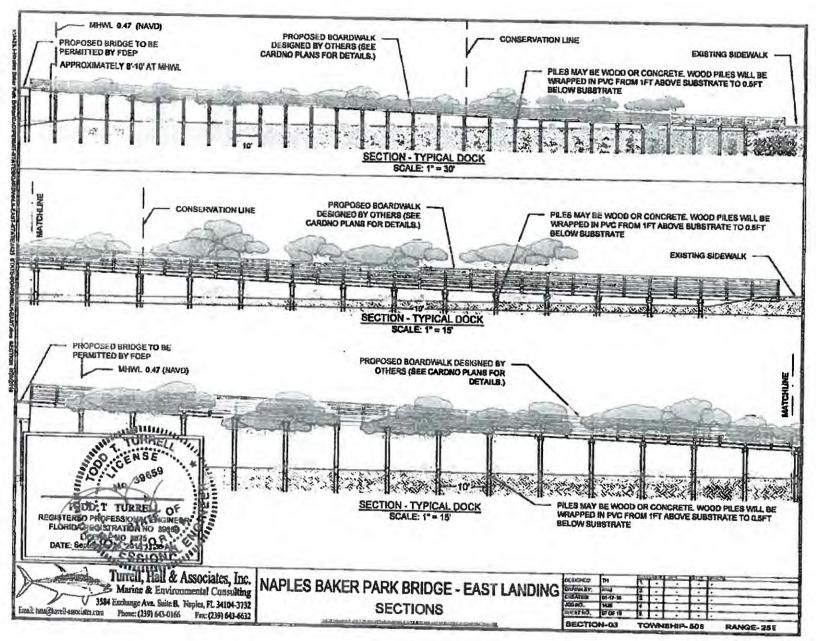


Exhibit 2.0 Application No. 160229-21 5 of 8

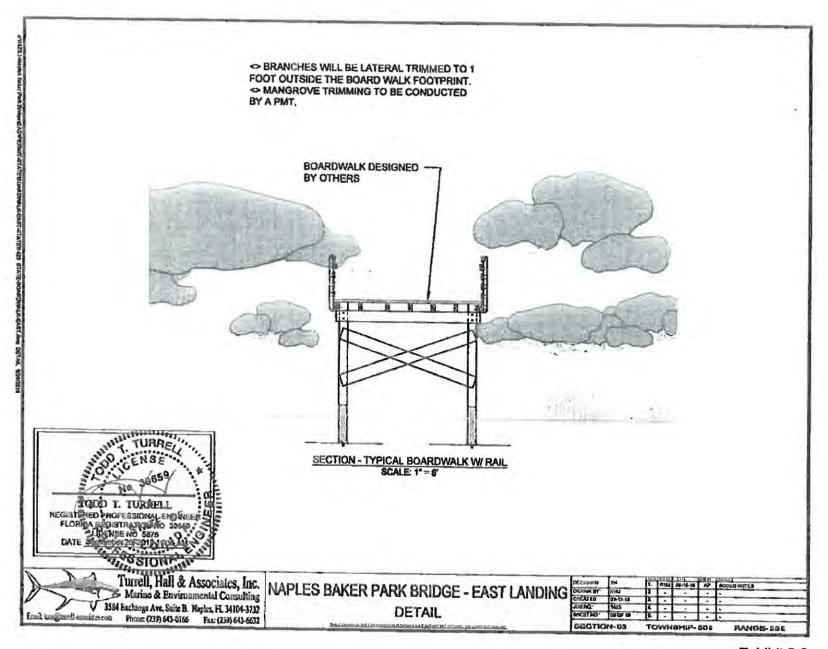


Exhibit 2.0 Application No. 160229-21 6 of 8

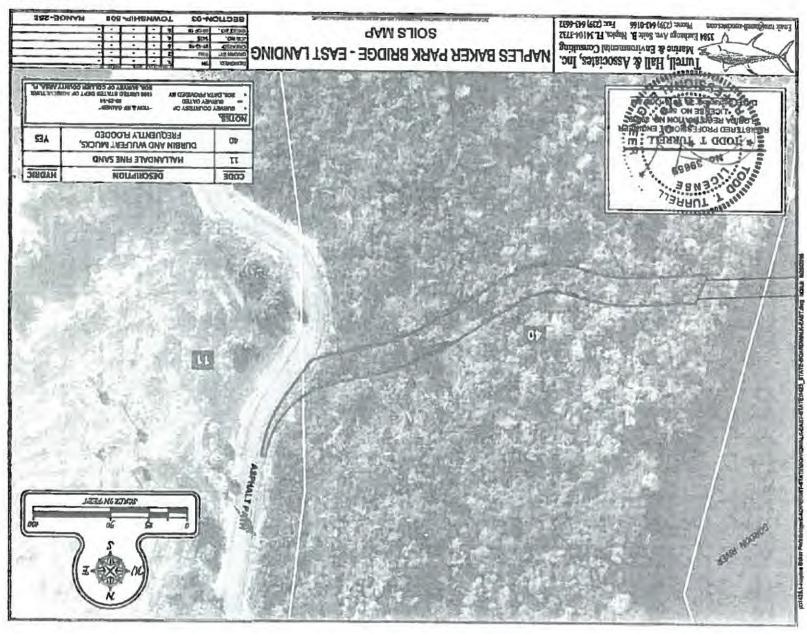


Exhibit 2.0 Application No. 160229-21 7 of 8

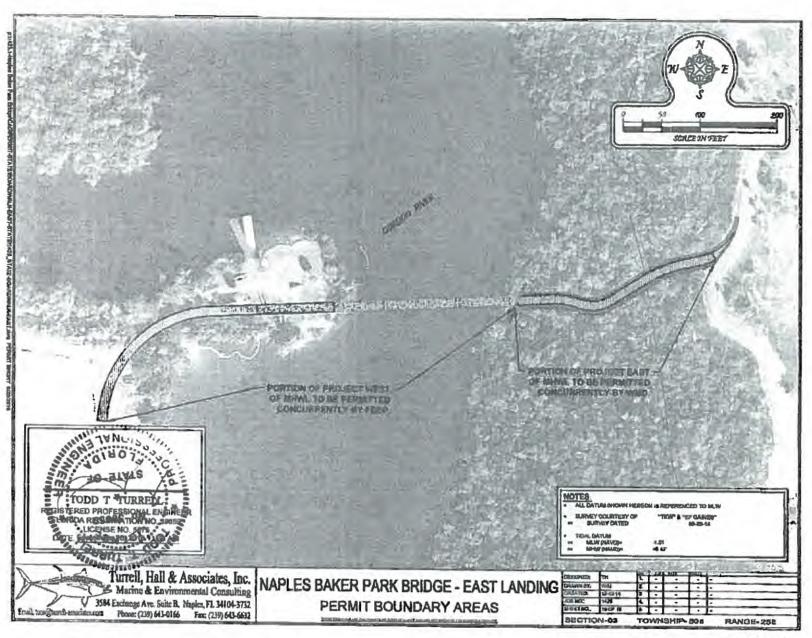


Exhibit 2.0 Application No. 160229-21 8 of 8

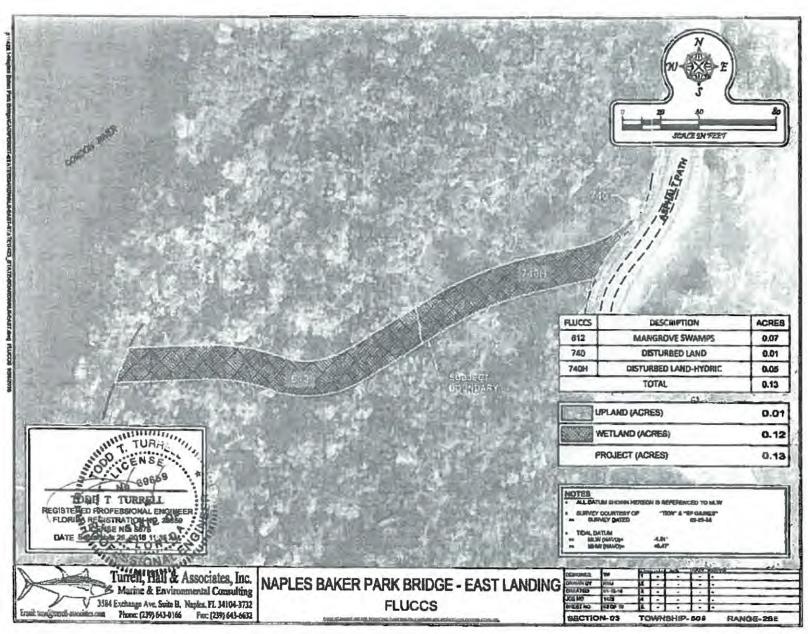


Exhibit 3.0 Application No. 160229-21 1 of 1

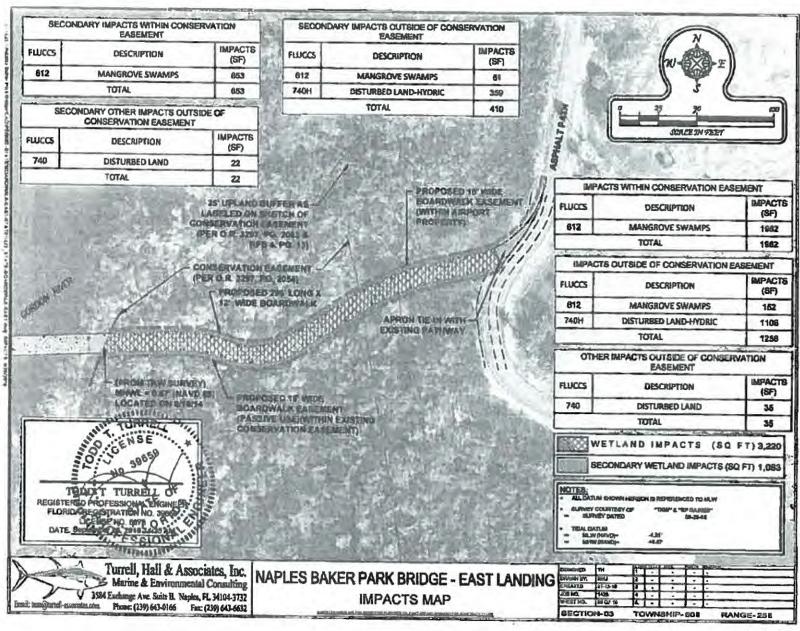


Exhibit 3.1

Application No. 160229-21



November 29, 2016

Karyn Allman
Environmental Analyst 3
South Florida Water Management District
2301 McGregor Boulevard
Fort Myers, Florida 33901

Re: Project Name: Naples Baker Park Bridge Eastern Landing and Boardwalk SFWMD Permit Application No. 160229-21 Little Pine Island Mitigation Bank Letter of Reservation

Dear Ms. Allman

This is to confirm that the City of Naples is purchasing 0.09 saltwater forested mitigation bank credits from the Little Pine Island Mitigation Bank for the above referenced project. These credits are reserved accordingly.

Please do not hesitate to call if you have any questions or need further information

Sincerely,

Desmond Duke

cc: Sheila O'Connor, Little Pine Island Mitigation Bank Arielle Poulos, Turrell, Hall & Associates, Inc.

Mariner Properties Development, Inc. • 13041-2 McGregor Blvd • Fort Myers, FL 33919 PHONE 239/481-2011 • FAX 239/481-8283 • LPI@marinerproperties.com • www.littlepineisland.com

South Florida Water Management District Work Schedule Requirements

Application No : 160229-21 Page | of 1

Mitigation Plan ID: NAPLES BAKER PARK

Activity Due Date

SUBMIT RECORDED AMENDED CONSERVATION EASEMENT 13-FEB-17

SUBMIT MITIGATION BANK DOCUMENTATION 13-MAR-17

Return original or certified recorded document to SFWMD:

Lower West Coast Service Center 2301 McGregor Boulevard Fort Myers, FL 33901

AMENDMENT OF CORRECTIVE DEED OF CONSERVATION EASEMENT

This Amendment of Corrective Deed of Conservation Easement (this "Amendment") is made this _______ day of _______, 20_____ by the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District") having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 and a mailing address of Post Office Box 24680, West Palm Beach, Florida 33416-4680, the CONSERVANCY OF SOUTHWEST FLORIDA, INC., a Florida not-for-profit corporation ("Conservancy") having a mailing address of 1495 Smith Preserve Way, Naples, Florida 34102 and the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida ("Grantor") having a mailing address of 160 Aviation Drive North, Naples, Florida 34104.

WITNESSETH:

WHEREAS, the Grantor granted a conservation easement in favor of the District and the Conservancy evidenced by that certain Deed of Conservation Easement dated January 13, 2000 and recorded in Official Record Book 2677 at Page 3127 of the Public Records of Collier County, Florida, as corrected and modified by that certain Corrective Deed of Conservation Easement dated May 15, 2003 and recorded in Official Record Book 3297 at Page 2054 of the Public Records of Collier County, Florida (hereinafter collectively referred to as the "Conservation Easement") encumbering the real property described on Exhibit "A" attached to this Amendment and made a part hereof (hereinafter referred to as the "Original Premises"); and

WHEREAS, the Grantor, District and Conservancy have been requested and have agreed to modify the Conservation Easement to allow passive recreational public use and access within a specific portion of the Original Premises in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantor, District and Conservancy hereby agree as follows:

1. <u>Passive Recreational Facilities</u>. The Conservation Easement is hereby amended to permit and accommodate passive recreational facilities and public use and access within that

certain portion of the Original Premises described on Exhibit "B" attached to this Amendment and made a part hereof (hereinafter referred to as the "Passive Recreational Facilities Premises"). Grantor reserves all rights as owner or lessee of the Original Premises, including the right to engage in uses of the Original Premises that are not prohibited herein and that are not inconsistent with any District rule, criteria, Permit Number 11-01743-P and the intent and purposes of the Conservation Easement. The Conservation Easement is hereby further amended to include all of the following terms and conditions:

- a. The Grantor (and any authorized agent or designee of the Grantor) may conduct limited land clearing for the purpose of constructing and maintaining such passive recreational facilities as docks, boardwalks or mulched walking trails within the Passive Recreational Facilities Premises; and
- b. The access to, construction within and maintenance and use of the Passive Recreational Facilities Premises shall be subject to the following conditions:
- i. The Grantor (and any authorized agent or designee of the Grantor) shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Passive Recreational Facilities Premises and shall avoid materially diverting the direction of the natural surface water flow in such area;
- Such passive recreational facilities and improvements within the Passive Recreational Facilities Premises shall be constructed and maintained utilizing reasonable Best Management Practices to mitigate any adverse impacts on water quality or native vegetation;
- iii. Adequate containers for litter disposal shall be situated adjacent to such passive recreational facilities and improvements and reasonable periodic inspections shall be instituted by the entity responsible for maintenance to clean any litter from the area surrounding the passive recreational facilities and improvements; and
- iv. The Conservation Easement, as amended by this Amendment, shall not constitute a permit authorization for any works including the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.
- 2. <u>Miscellaneous</u>. All terms of the Conservation Easement not specifically referenced in or amended by this Amendment shall and do remain in full force and effect. The priority of the recording of the Conservation Easement is not affected by this Amendment. To the extent that there is any inconsistency or conflict with any of the provisions contained in this Amendment with the Conservation Easement, the provisions set forth in this Amendment shall govern the understanding between the Grantor, District and Conservancy.

	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Witness #1 Name:	
	Ву:
Witness #2 Name:	Title:
	(Regulatory Service Center Administrator or Bureau Chief)
STATE OF FLORIDA COUNTY OF	
COUNTY OF The foregoing instrum	nent was acknowledged before me this day of
The foregoing instrum 20 , by	nent was acknowledged before me this day of of the South Florida Water Management
The foregoing instrum 20, by District, a public corporation	
The foregoing instrum 20, by District, a public corporation	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is produced as identification.
The foregoing instrum 20, by District, a public corporation	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is sproduced as identification. Notary Public:
The foregoing instrum 20, by District, a public corporation	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is produced as identification.
The foregoing instrum 20, by District, a public corporation	nent was acknowledged before me this day of of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is sproduced as identification. Notary Public: Print: My Commission Expires:

	CONSERVANCY OF
Witness #1 Name:	SOUTHWEST FLORIDA, INC.
Witness #1 Name:	
	Ву:
Witness #2 Name:	Title:
120 22 22 22 22 2	
STATE OF FLORIDA	
COUNTY OF	
COUNTY OF The foregoing instrument wa	s acknowledged before me this day of
COUNTY OF The foregoing instrument wa	s acknowledged before me this day of of the Conservancy of Southwest Florida, Inc.
COUNTY OF The foregoing instrument wa	s acknowledged before me this day of of the Conservancy of Southwest Florida, Inc. on behalf of the corporation, who is personally known to me
COUNTY OF The foregoing instrument wa	of the Conservancy of Southwest Florida, Inc., on behalf of the corporation, who is personally known to me
The foregoing instrument wa 20, by a Florida not-for-profit corporation, or	of the Conservancy of Southwest Florida, Inc. on behalf of the corporation, who is personally known to me as identification.
The foregoing instrument wa 20, by a Florida not-for-profit corporation, or	of the Conservancy of Southwest Florida, Inc., on behalf of the corporation, who is personally known to me as identification. Notary Public:
The foregoing instrument wa 20, by a Florida not-for-profit corporation, or	of the Conservancy of Southwest Florida, Inc., on behalf of the corporation, who is personally known to me as identification. Notary Public:
The foregoing instrument wa 20, by a Florida not-for-profit corporation, or	of the Conservancy of Southwest Florida, Inc. on behalf of the corporation, who is personally known to me as identification.

IN WITNESS WHEREOF, the City of be executed in its name hereto, this	Naples Airport Authority has caused this Amendment to day of, 20
7771	CITY OF NAPLES AIRPORT AUTHORITY
Witness #1 Name:	
Witness #2 Name:	By:
Approved as to form and legal sufficience	
William L. Owens Counsel to the Authority	
STATE OF FLORIDA COUNTY OF	
	as acknowledged before me this day of of the City of Naples Airport
Authority, a political subdivision of the who is personally known	
	Notary Public: Print;
	My Commission Expires:

EXHIBIT A - ORIGINAL PREMISES

(Original legal description from the original Conservation Easement)

Description: Parcel "A" (Conservation Easement Containing S5.15 Acres)

A portion of sections 2 and 3. Township 50 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

All that portion of Section 3, Township 50 South, Range 25 East, Collier County, Florida, lying south of the south line of the north 1/2 of Government Lot 1, east of the Gordon River, and north of Rock Creek, and all of Section 2, Township 50 South, Range 25 East, lying North of Rock Creek and west of the East line of Government lot 2, Section 2, Less and Except the following described parcel.

and west of the East line of Government lor 2, Section 2, Lass and except the following described parcel.

Commence at the Northeast corner of Section 3, Township 50 South, Range 25 East, collier County, Florida; thence South 07'49'27" East, along the east line of Sa'd Section 3, for a distance of 655.36 feet, to its intersection with the north line of the South 1/2 of Government Lot 1, Section 3 and the PoDNY of EEGINNING of the benefin described parcel; thence South 59'47'43" West, along said north line of the South 1/2 of Government Lot 1, Section 3 and the PoDNY of EEGINNING of the benefin described parcel; thence South 59'47'43" West, along said north line of the South 1/2 of Government Lot 1, Section 3 and the PoDNY of EEGINNING of the Benefin described parcel; thence South 59'47'43" West, a distance of 55.06 feet; thence South 13'11'18" East, a distance of 78.90 feet; thence South 13'11'18" East, a distance of 78.90 feet; thence South 13'11'18" East, a distance of 78.90 feet; thence South 13'11'18" East, a distance of 107.29 feet; thence South 13'13'06" West, a distance of 56.87 feet; thence South 15'20'00" Mest, a distance South 13'13'06" West, a distance South 62'22'28" East, a distance of 107.29 feet; thence South 13'13'06" West, a distance South 63'45'65" East, a distance of 74.75 feet; thence South 15'20'00" Mest, a distance of 14.15 feet; thence South 15'20'00" Mest, a distance of 15.65 feet; thence South 15'20'00" Mest, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 35.72 feet; thence South 15'00'04" East, a distance of 35.72 feet; thence South 15'00'04" East, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 15.65 feet; thence South 15'00'04" East, a distance of 55.05 feet; thence South 15'00'04" East, a distance of 55.05 feet; thence South 15'00'04" East, a distance of 55.05 feet; thence South

Fage Z of 2

for a distance of 33.25 feet; thence South 44'20'46" East, for a distance of 42.53 feet; thence South 68'31'51" East, for a distance of 31.39 feet; thence South 59'07'38" East, for a distance of 60.72 feet; thence North 86'53'46" East, for a distance of 61.86 feet; thence South 59'07'38" East, for a distance of 33.11 feet; thence North 60'28'12" East, for a distance of 33.74 feet; thence North 50'38'12 East, for a distance of 73.93 feet; thence South 53'37'58' East, for a distance of 37.51 feet; thence South 47'54'27" East, for a distance of 37.51 feet; thence South 59'51'52" Mest, for a distance of 29.15 feet; thence South 59'11'52" Mest, for a distance of 29.15 feet; thence South 68'64'24" East, for a distance of 48.34 feat; thence South 28'15'45" East, for a distance of 48.34 feat; thence South 28'15'45" East, for a distance of 48.39 feet; thence South 28'46'37" East, for a distance of 55.18 feet; thence South 88'46'37" East, for a distance of 55.18 feet; thence North 88'46'37" East, for a distance of 55.18 feet; thence North 88'46'37" East, for a distance of 53.18 feet; thence North 88'46'53" East, for a distance of 58.18 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'13'16" East, for a distance of 58.55 feet; thence North 88'40'33'35" East, for a distance of 58.55 feet; thence North 88'40'33'35" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance of 58.55 feet; thence North 88'58'25" East, for a distance

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EXHIBIT B - PASSIVE RECREATIONAL FACILITIES PREMISES

(Attach the legal description of this area as Exhibit "B")

481229.6



GORDON RIVER EAST EASEMENT "A" (within Conservation Easement) Located in Section 3, Township 50 South, Range 25 East, Collier County, Florida

All that part of Section 3, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

COMMENCING at the southeast corner of the Northeast 1/4 of Section 3, Township 50 South, Range

25 East, Collier County, Florida;

thence along the east line of said Northeast 1/4 of Section 3 N.0°49'27"W for 1356 17 feet; thence S.89°10'33"W. for 414.81 feet to the beginning of a non-tangential curve;

thence southwesterly 12.61 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 75.00 feet, through a central angle of 09°37'54" and being subtended by a chord which bears S.72°59'18"W. for a distance of 12.59 feet;

thence S.77°48'15"W. for a distance of 24.64 feet to the beginning of a curve,

thence southwesterly 53.84 feet along the arc of a circular curve concave to the southeast, having a radius of 157.00 feet, through a central angle of 19°39'00" and being subtended by a chord which bears S.67°58'45"W. for a distance of 53.58 feet;

thence \$.58°09'15"W, for a distance of 2.21 feet to the westerly line of those lands as described in Official Record Book 3297. Page 2054, Public Records of Collier County. Florida and the Point of

Beginning of the Parcel herein described;

thence continue S.58°09'15"W. for a distance of 47.70 feet to the beginning of a curve; thence southwesterly and westerly 51.98 feet along the arc of a circular curve concave to the northwest, having a radius of 59.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears S.83°23'40"W. for a distance of 50.32 feet, thence N.71°21'54"W. for a distance of 0.89 feet to the beginning of a curve; thence westerly 33.66 feet along the arc of a circular curve concave to the south, having a radius of 91.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears N.81°57'45"W. for a distance of 33.47 feet; thence S.87°26'25"W. for a distance of 47.10 feet to the Mean High Water line of the Gordon

River as located on September 16, 2014 along the 0.47 foot (NAVD 88) contour line; thence along said Mean High Water line N.21°46'56"E. for a distance of 7.84; thence continue along said Mean High Water line N.23°07'10"E, for a distance of 12.05 feet; thence N.87°26'25"E. for a distance of 38.64 feet to the beginning of a curve: thence easterly 33.66 feet along the arc of a circular curve concave to the south, having a radius

of 109.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears S.81°57'45"E. for a distance of 40.09 feet;

thence S.71°21'54"E. for a distance of 0.89 feet to the beginning of a curve; thence easterly and northeasterly 36.12 feet along the arc of a circular curve concave to the northwest, having a radius of 41.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears N.83°23'40"E. for a distance of 34.97 feet;

5235 Rumsey Way, Suite 10 The fallness Surveying Services, inc.

and Myers Florida 13907.



thence N.58°09'15"E. for a distance of 49.91 feet to the beginning of a curve; thence northeasterly 5.17 feet along the arc of a circular curve concave to the southeast, having a radius of 175,00 feet, through a central angle of 01°41'34" and being subtended by a chord which bears N.59°00'02"E. for a distance of 5.17 feet to the aforesaid westerly line of those lands as described in Official Record Book 3297, Page 2054, Public Records of Collier County, Florida; thence along said westerly line S.09°28'15"E. for a distance of 19.38 feet to the Point of Beginning of the Parcel herein described;

Parcel contains 3173 square feet, more or less; Bearings are based on the east line of the northeast 1/4 of Section 3, Township 50 South, Range 25 East, Collier County, Florida being N.0°49'27"W. Subject to easements, restrictions and reservations of record;

Prepared by:

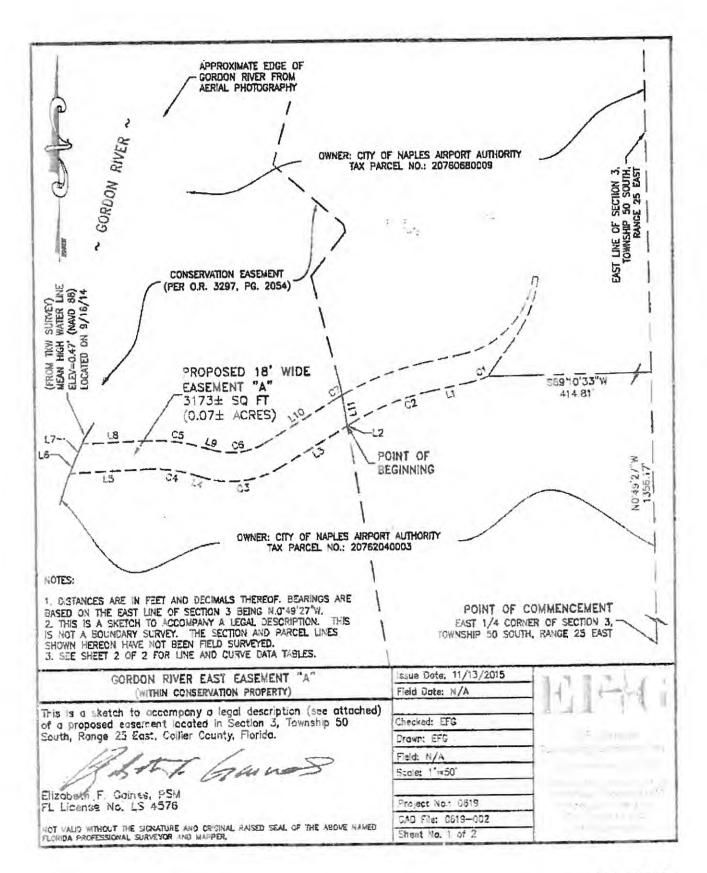
E.F. Gaines Surveying Services, Inc.

Florida License No. 4576

Not valid without the signature and original raised seal of the above named Florida Professional Surveyor and Mapper

Sketch: EFG Drawing No. 0619-002

11/13/15 Date



Line #	Length	Direction
LI	24.84	S77'48'15"\
LZ	2.21'	\$58'09'15"W
1.3	47.70	S58'09'15"W
L4	0.89*	N71"21"54"W
L5	47.10	S87'28'25"W
L5	7.84	N21'46'56"E
L7	12.05	N23'07'10"E
LS	38.64	N87'26'25"E
L9	0.89*	S71'21'54"E
L10	49.91	N58'09'15"E
Lii	19.38	S9'28'15"E

		Curv	e Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
CI	12.61	75.00'	9"37"54"	S72'59'18"W	12.59
C2	53.84	157.00	19"39"00"	S67'58'45"W	53.58'
C3	51.98'	59.00	50"28"51"	N83'23'40"E	50.32
C4	33.86'	91.00	2171'41"	N81 57'45"W	33,47
C5	40.32	109.00	2171'41"	S81'57'45"E	40.09
CS	38.12	41.00	50"28"51"	NB3"23"40"E	34.97
C7	5.17	175.00	1'41'34"	N59'00'02"E	5,17

GORDON RIVER EAST EASEMENT "A"	Issue Date: 11/13/2015	TATATA
(WITHIN CONSERVATION EASEMENT)	Field Date: N/A	
	Checked: EFG	
	Drawn: EFG	'.F. Gaines
AND AND DATA TARKE	Field: N/A	Surveying Services, Inc. Fig. License No. 187 (A)
LINE AND CURVE DATA TABLES (SEE SHEET 1 OF 2 FOR CORRESPONDING LINE WORK)	Scale: 1"=50"	255 Ramsey Way, State 1)
CAL STREET OF E 1 ST. DELICE STREET	Project No.: 0619	Fort Myest Horida 13902 Phone: 39-918-0128
	CAD File: 0619-002	Fab 379-410-0127
	Sheet No. 2 of 2	Ukes Findingsicom

STAFF REPORT DISTRIBUTION LIST

NAPLES BAKER PARK BRIDGE EASTERN LANDING AND BOARDWALK

Application No: 160229-21 Permit No: 11-01743-P

INTERNAL DISTRIBUTION

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- X Karyn Allman
- X Laura Layman
- X Brian Rose, P.E.
- X A. Waterhouse, P.E.

EXTERNAL DISTRIBUTION

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- X Env Consultant Turrell Hall & Associates, Inc.
- X Other Interested Party Naples Airport Authority
- X Other Interested Party The Conservancy Of S W Florida
- X Other Interested Party The Conservancy Of S W Florida

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 4 - Chris Becker, FDEP

OTHER INTERESTED PARTIES

X Audubon of Florida - Charles Lee

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

City Of Naples 295 Riverside Circle Naples FL 34102 gstrakaluse@naplesgov.com

The Conservancy Of S W Florida 1495 Smith Preserve Way Merrihue Dr. Naples FL 34102 nicolej@conservancy.org

Naples Airport Authority 160 Aviation Dr. Naples FL 34104 tsollday@flynaples.com

Div of Recreation and Park - District 4 - Chris Becker, FDEP 1843 South Tamiami Trall Osprey FL 34229 chris.becker@dep.state.fl.us

Audubon of Florida - Charles Lee 1101 Audubon Way Maitland FL 32751 chlee2@earthlink.net Turrell Hall & Associates, Inc. 3584 Exchange Avenue Naples FL 34104 thall@turrell-associates.com

The Conservancy Of S W Florida 1248 Frank Whiteman Blvd. Naples FL 34103 mwoloklaw@gmail.com

Application No: 160229-21 Page 2 of 2

Agenda Item13-a Meeting of 6/01/16

RESOLUTION 16-13806

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NAPLES, CONSERVANCY OF SOUTHWEST FLORIDA, INC. AND CITY OF NAPLES AIRPORT AUTHORITY FOR THE GORDON RIVER GREENWAY EAST BOARDWALK SECTION FOR THE MODIFICATION OF A CONSERVATION EASEMENT AND USE OF LAND OWNED BY THE CITY OF NAPLES AIRPORT AUTHORITY TO ALLOW FOR A PUBLIC BOARDWALK AS PART OF THE GORDON RIVER GREENWAY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS, the City desires to construct a bridge and charged it. (collectively the "Boardwalk") to connect the existing Gordon River Creenway to the luture Jay and Patty Baker Park with continuance through to the Gulf of Mexico:
- WHEREAS, the Airport Authority owns lands upon which the distributed a mardwalk upon for public use; and
- WHEREAS, the Airport Authority previously granted a conservation easement (the "Conservation Easement") in favor of the South Florida ("SFWMD"), Conservancy of Southwest Florida, Inc., a Florida not-for-profit corporation ("Conservancy"), and City over approximately 61.12-acres of property owned or leased by the Airport Authority, through which the Boardwalk is proposed to be located; and
- WHEREAS, the Conservation Easement is evidenced by that certain Corrective Deed of Conservation Easement, dated May 15, 2003, recorded in Official Records Book 3297, Page 2054, Public Records of Collier County, Florida; and
- whereas, the Memorandum of Understanding, attached hereto and incorporated herein as Attachment A, includes the legal sketch and description for an area (hereinafter referred to as "East Boardwalk Section") totaling approximately 0.07 acres encumbered by the Conservation Easement; and
- WHEREAS, the City, the Conservancy and the Airport Authority have entered into a Memorandum of Understanding, dated the Effective Date, pursuant to which the East Boardwalk Section can be conditionally impacted for the construction and maintenance of the Boardwalk for purposes of passive recreational public use and access; and
- WHEREAS, the Parties have determined that it is beneficial to enter into this MOU setting forth responsibilities and commitments to establish, build, and maintain the Boardwalk within the East Boardwalk Section while protecting the environment through which it passes;
- NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Resolution 16-13806

- Section 1. That the Memorandum of Understanding between City of Naples, Conservancy of Southwest Florida, Inc. and City of Naples Airport Authority for the Gordon River Greenway East Boardwalk section for the use of lands to allow for a public boardwalk as part of the Gordon River Greenway is hereby approved, a copy of which is attached hereto and made a part hereof.
- Section 2. That the City Manager is hereby authorized to execute the Memorandum of Understanding.
- Section 3. That this resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDAL TEST DAY OF JUNE, 2016.

Bill Barnett, Mayor

O SO DNIT

Attest:

Patricia La Rambosk, City Clerk

Approved as a form end legality:

Robert D. Pritt, City Attorney M:\REF\COUNCIL\RES\2016\16-13806

Date filed with City Clerk: 6-8-16

Attachment A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NAPLES, CONSERVANCY OF SOUTHWEST FLORIDA, INC. AND CITY OF NAPLES AIRPORT AUTHORITY FOR THE GORDON RIVER GREENWAY EAST BOARDWALK SECTION

RECITALS:

"Boardwalk") to connect the existing Gordon River Greenway to the future Jay and Patty Baker Park with continuance through to the Gulf of Mexico; and

WHEREAS, the Airport Authority previously granted a conservation easement (the "Conservation Easement") in favor of the South Florida Water Management District, a public corporation of the State of Florida ("SFWMD"), Conservancy and City over approximately 61.12-acres of property owned or leased by the Airport Authority, through which the Boardwalk is proposed to be located; and

WHEREAS, the Conservation Easement is evidenced by that certain Corrective Deed of Conservation Easement, dated May 15, 2003, recorded in Official Records Book 3297, Page 2054, Public Records of Collier County, Florida, and is attached hereto and incorporated herein as Exhibit "A";

WHEREAS, the Parties have worked over a period of several months to determine the most limited and least-intrusive area over which the connecting Boardwalk to the Gordon River Greenway can be built; and

WHEREAS, Exhibit "B" attached hereto and incorporated herein includes the legal sketch and description for the area (hereinafter referred to as "East Boardwalk Section") totaling 0.07 acres within the Conservation Easement which the Parties agree can be impacted as agreed hereto for the construction and maintenance of the Boardwalk for purposes of passive recreational public use and access; and

WHEREAS, Exhibit "C" attached hereto and incorporated herein depicts features and boundaries within the East Boardwalk Section which the Parties recognize; and

WHEREAS, the Conservancy and Airport Authority desire to ensure protection of the environment and ecology within and adjacent to the East Boardwalk Section; and

WHEREAS, the Parties have determined that it is beneficial to enter into this MOU setting forth responsibilities and commitments to establish, build, and maintain the Boardwalk within the East Boardwalk Section while protecting the environment through which it passes.

NOW THEREFORE, in consideration of this MOU and other good and valuable consideration, the Parties agree as follows:

Section 1. The CONSERVANCY hereby:

- Agrees to an amendment of the existing Conservation Easement to accommodate passive recreational public use and access within the East Boardwalk Section (depicted in Exhibit "8") in a written form reasonably acceptable to the Parties and SFWMD;
- Shall notify the City and Airport Authority In writing of conditions occurring since and including the Effective Date of this MOU that have impaired or damaged or are impairing or damaging the environment or ecology within or adjacent to the

- East Boardwalk Section to the extent the Conservancy observes any such conditions; and
- 3. May enjoin any activity or use of the East Boardwalk Section inconsistent with this MOU or the Conservation Easement, as amended, and enforce the restoration of such areas or features of the East Boardwalk Section that has been damaged by any activity which is inconsistent with this MOU or the Conservation Easement, as amended. The Parties acknowledge and agree that monetary damages cannot be ascertained with any degree of certainty.

Section 2. The CITY hereby:

- Agrees to an amendment of the existing Conservation Easement to accommodate passive recreational public use and access within the East Boardwalk Section (depicted in Exhibit "B") in a written form reasonably acceptable to the Parties and SFWMD;
- 2. Agrees to construct a maximum 12-foot-wide Boardwalk within the East Boardwalk Section with a maximum 3-foot buffer area on either side of the Boardwalk. The Boardwalk will be constructed by way of "top-down" construction methods and built commencing from the west (i.e., Gordon River) to the east, thereby minimizing impacts to ground surface conditions during construction; provided, however, the City agrees that the plans and specifications for construction of the Boardwalk shall be reviewed and approved in writing by the Airport Authority within 15-calendar days of receipt;
- 3. Agrees to maintain the Boardwalk (Including, without limitation, security and custodial service) within the East Boardwalk Section in perpetuity. Nothing in this MOU prohibits the City from working with private third-party groups or volunteers to maintain the Boardwalk so long as such third parties and volunteers act in strict compliance with this MOU and the Conservation Easement, as amended.
- 4. Agrees to promptly correct damage to or impalment of the ecology, habitat, native vegetation, and native vegetation community within and adjacent to the East Boardwalk Section caused by the public's use of the Boardwalk or by construction, repair, or maintenance activities which are inconsistent with this

MOU or the Conservation Easement, as amended, with or without notice from the Conservancy or the Airport Authority.

- 5. Agrees to strictly adhere to all of the following:
 - All restrictions contained in the Conservation Easement, as amended;
 - b. Except to the extent necessary for construction and maintenance of the Boardwalk, native vegetation shall not be disturbed or impacted within the East Boardwalk Section; but in no event shall mangrove trees be impacted or removed except those mangrove trees identified in Exhibit "C" which are located within the proposed Boardwalk footprint or have grown into the Boardwalk footprint and except for trimming of mangroves if unavoidable within the 3-foot buffer areas on either side of the Boardwalk as depicted in Exhibit "C", in accordance with State of Florida mangrove trimming statutes and regulations. All other existing mangrove trees shall be accommodated and not impacted by the City's construction and maintenance activities and equipment permitted hereunder;
 - c. Maintenance and repair activities and equipment shall be permitted, but native vegetation shall not be impacted except as specified in Section 2-4(b) hereinabove, and maintenance and repair activities and equipment inside the 3-foot buffer areas on either side of the Boardwalk shall be limited to disturbance and only if unavoidable;
 - d. Safety, directional, instructional, and educational signs shall be permitted to be erected, maintained, and replaced on the Boardwalk structure; provided, however, the City agrees that the plans and specifications for all such signs shall be reviewed and approved in writing by the Airport Authority within 15calendar days of receipt;
 - e. Public lighting on the Boardwalk structure shall be consistent with lighting elsewhere along the Gordon River Greenway; provided, however, the City agrees that the plans and specifications for all such lighting shall be reviewed and approved in writing by the Conservancy and Airport Authority;
 - f. In connection with the activities permitted herein within the East Boardwalk Section, the City shall ensure that this MOU and the Conservation Easement,

and any amendments thereto, are attached to and incorporated into each contract it enters into with any third party for the construction or maintenance of the Boardwalk affecting the East Boardwalk Section, including a provision in each such contract that this MOU and the Conservation Easement, as amended, shall be attached to and incorporated into each contract between the third party and any subcontractors, materialmen and suppliers that will physically enter the East Boardwalk Area. The City will further ensure that all such contracts are consistent with the permits issued by governmental entities regarding construction within the East Boardwalk Section, and the City will further ensure that construction activities occur in a top-down manner commencing from the west (i.e., Gordon River) to the east;

- g. The City will investigate issue(s) of concern and provide a response summarizing the City's inspection and detailing the action(s) necessary that the City would take to correct confirmed deficiencies, all within 14 days of written notice from the Conservancy or Airport Authority, or within 14 days from the date the City discovers or is otherwise informed of any such issues, and the City will commence to cure said issue(s) within 7 days thereafter; and
- The City shall record this MOU at its sole cost in the Public Records of Collier County.

Section 3. The AIRPORT AUTHORITY hereby:

- Agrees to an amendment of the existing Conservation Easement to accommodate passive recreational public use and access within the East Boardwalk Section (depicted in Exhibit "B") in a written form reasonably acceptable to the Parties and SFWMD;
- 2. Shall notify the City in writing of conditions occurring since and including the Effective Date of this MOU that have impaired or damaged or are impairing or damaging the environment or ecology within or adjacent to the East Boardwalk Section to the extent the AIRPORT AUTHORITY actually observes any such conditions; and

May enjoin any activity or use of the East Boardwalk Section inconsistent with this MOU or the Conservation Easement, as amended, and enforce the restoration of such areas or features of the East Boardwalk Section that has been damaged by any activity which is inconsistent with this MOU or the Conservation Easement, as amended. The Parties acknowledge and agree that monetary damages cannot be ascertained with any degree of certainty.

Section 4. General Provisions:

- 1. The Conservancy and Airport Authority shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Boardwalk or East Boardwalk Section. The City hereby holds the Conservancy and Airport Authority hamiless from and indemnifies them against any and all costs, claims, liabilities, administrative complaints and lawsuits arising from or in any way relating to the construction, maintenance, repair, access and use of the Boardwalk and East Boardwalk Section by any person, including the public and employees and agents of the City, except employees and agents of the Conservancy or Airport Authority acting in their official capacity. Indemnification hereunder shall include costs and attorney's fees associated with any such cost, claim, liability, complaint or lawsuit.
- This MOU is subject to regulation by the FAA, Florida Department of Transportation, SFWMD and any and all other applicable governmental or quasigovernmental entities having authority over the Parties or East Boardwalk Section.
- This MOU shall be recorded in the Public Records of Collier County, Florida, and the Airport Authority, as the owner of the East Boardwalk Section, acknowledges the same.
- This MOU shall be modified or amended only by the written agreement of all of the Parties hereto.
- This MOU is intended by the Parties to modify the Conservation Easement solely to restrict activities related to construction and maintenance of the Boardwalk and passive recreational public use and access within the East Boardwalk Section.

- This MOU is intended to modify paragraph 2.C. of the Conservation Easement within the East Boardwalk Section only and only in the manner described herein.
- 6. Any further amendment of the Conservation Easement hereafter entered into shall incorporate or attach this MOU and any failure to do so explicitly shall not diminish the enforceability of this MOU as between the Parties.
- This MOU merges any prior written and oral understanding and agreements, if any, between the Parties with respect to the matters set forth herein.
- 8. This MOU shall be governed by and construed in accordance with the laws of the State of Florida.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

Attest: Patricia & Bambest Giff Clark Approved as to Juan and ledge sufficiency: Robert D. Pritt, City Attorney	By: A. William Moss, City Manager
Attest Print Name and Title: Dictor and a Approved as to form and legal sufficiency: Mimi Wolok, Esq.	By: Rob Moher, President and CEO
Attest: Christopher A. Rozansky, Executive Director Approved as to form and legal sufficiency: William L. Owens, Airport Authority Counsel	By: Donna M. Messer, Chair

EXHIBIT "A"

CONSERVATION EASEMENT

See the Deed of Conservation Easement dated January 13, 2000, by the City of Naples airport Authority to the South Florida Water Management District, the City of Naples Conservation Trust Fund, and the Conservancy of Southwest Florida attached.

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DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION BASEMENT is given this 13 day of JANUARY, 2000, by the City of Naples Airport Authority, 160 Aviation Drive North, Naples, Florida 34104 ("Granter") to the South Florida Water Management District, the City of Naples Conservation Trust Fund, and the Conservancy of Southwest Florida ("Grantee").

WHEREAS, the Grantor is the owner of certain land situated in Collier County, Florida, JER COLLAND Supposed in Collier County, Florida, and the Lessee, pursuant to a 99-year Vi both of which are depicted on Exhibit "A" and more specifically described in Exhibit "B", both of which are attached hereto/and/incorporated

WHEREAS, Grantor desites to realign North Road site which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, the District operates under a Permit Number 990407-8 which requires that the Grantor preserve, enhance, restore and mitigate wetlands and/or uplands; and

WHEREAS, the Grantor in consideration of the consent granted by the Permit is agreeable to granting a perpetual Conservation Easement as defined in Florida Statute 704.06.

OF MAPLIS ATMYORY AUTHORY MICORDED IN the OFFICIAL MICORDS OF COLLINE COUNTY, AVENUATION DR N 05/15/1900 at 03:072M DRIGHT B. BROCK, CLEME

NOW. THEREFORE, in consideration of the issuance of a Permit to construct and operate the permitted activities, and as inducement to District to issue the Permit, the adequacy and receipt of such consideration being hereby acknowledged, Grantor grants, creates, and establishes a Conservation Basement for and in favor of the Grantee upon the property which shall run with the land and be binding upon the Grantor and shall remain in full force and effect to the extent authorized by law.

The scope, nature and character of the Basement shall be as follows:

- It is the intent of this Basement to retain land or water areas in their natural state
 to the extent which is consistent with interests of the safety of the aviation
 community.
- 2. To carry out this purpose the following rights are conveyed to Grantee:
 - a. To enter upon the property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will-not-unreasonably-interfere with the use-and-quiet-enjoyment-of-the-property by Grantor and
 - b. To enjoin any activity of use of the property inconsistent with this casement and to enforce the restoration of such areas or features of the property that may be damaged by any illegal activity or use.
 - Except as otherwise provided in the Fermit or in this Conservation
 Essement, and except for sortivities approved by the District that
 are conducted in order to aid navigation or enhance public safety,
 and except for activities related to the construction of North Road
 as permitted by the District, the following activities are prohibited on
 the property:
 - Construction or placing of buildings, signs, billboards or other advertising, or other structures on or above the ground.
 - Dumping or piacing of soil or other substance or material as landfill, or dumping of trash, waste or offensive material, the removal or destruction of trees, shrubs, or other vegetation, except for removal of exotic or nulsance vegetation or trimming.

printing or removal of vegetation that is required in order to comply with a requirement of the Federal Aviation Administration, provided such trimming, pruning or cropping is conducted in accordance with a vegetation maintenance plan approved by the District.

- Acts or uses detrimental to preservation of any features of the property having historical or archaeological significance.
- 4. It is expressly agreed and understood that Grantor is a body politic and corporate, which operates a municipal airport, and is subject to regulation by the Federal Aviation Administration and Florida Department of Transportation. Notwithstanding the provisions of this Conservation Easement, the District shall not unreasonably withhold authorization for activities required by the FAA for enhancement of public safety.
- 3. Grantor reserves all rightspar owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Basement. Grantor specifically reserves the right to install an approach and guidance system, remove obstructions, install NAVAIDS and conduct other activities necessary for protection of public safety, as authorized by the District.
- 4. No right of access by the general public to cany portion of the Property is conveyed by this Conservation Easement.
- 5. Grantee shall not be responsible for any coats of liabilities related to the operation, upkeep or maintenance of the Property.
- 6. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement shall be bome by and recoverable against the conservating party in such proceedings.
- 7. Enforcement of the terms, provisions and restrictions of this Conservation Essement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
- 8. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement.

OR: 2677 PG: 3130

- 9. If any provision of this Conservation Basement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Basement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.
- Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.
- All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-ininterest.

12. This Conservation Basement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successor-in-interest, which shall be filed and recorded in the public records in Collier County.

13. The covenants, terms, conditions, restrictions and purpose imposed with this Conservation Basement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property, or for the duration of Grantor's tenancy.

IN WITNESS WHEREOF Theodore D. Seliday 2000 authorized hand this 13 tay of January 2000

, has hereunto set its

Signed, sealed and delivered in the presence as witnesses:

KARENIUllo

Print Name

A Florida corporation

Print Names: Thomber D. Saled

Title: Executive Director

Approved as to form and legal sufficiency:

NAA Coursel

OR: 2677 PG: 3131

COUNTY OF Collier	
On this 13 day of January , 2000 before me notary public, personally appeared Theodore D. Soliday , persona be the person who subscribed to the foregoing instrument and did not tal (position)	ally know to me to ke an oath, as the (corporation)
Florida corporation, and acknowledged that he executed the same on behalf of and that he was duly authorized to do so.	of said corporation
IN WITNESS WHEREOF, I hereunto set my hand and official seal. NOTARY PUBLIC, STATE OF FLORIDA Remula Laule Reversar	Lai
Print Name: Parnett Gayle Program D Come a come	
My Commission Expires:	
The one Cult	

SEWAD OFFICE OF COUNSEL

EXHIBIT "A".

OR: 2677 PG: 3132

DESCRIPTION

8 RECORDER'S MEMOof writing. Typunselistactory is

All of Government tot 6, Section 3, Township 60 South, Range 25 Last, together with Perceis "C" and "D" as described in Official Record Seek 29 at Page 22, Public Records of Collier County.

All of Government Lot 7, Section 3, Township 50 South, Range 25 East, together with Percel "E" as described in Official Record Sook 29 at Page 28 of said public records.

AND All of Government Lot 2, Section 2, Township 50 South, Range 25

001809 REAL PROPERTY OR BOOK

Similar Street

000844 PAGE

Lands lying in Section 3, Township 50 South, Range 25 East, Collier County, Florida, described at follows:

- The South 1/? A Government Lot 1, together with Parcel "A" tescribed in O.R. Book 29, page 22;
- All that part of Government Lot 2, Section 3, Township 50 South, Range 25 East, Collier County, Florida, being more particularly described as followst

Commencing at the northeast corner of the south 1/2 of said Government Lot 1/2 thence westerly along the north line of the South 1/2 of Government Lot 1 and the westerly extension thereof \$87.4 feet to the mean high water line of the Gordon River and the Point of Beginning of the parcel herein being described;

thence southerly perpendicular to the north line of the south 1/2 of Government Lot 1 extended to the mean high water line of the condon River:

In or managering Along the mean high water line of the line with line a distance of 140 feet more or less to an intermention with the morth line of the South A/1 of Government Lot 1;

thence wanterly stong seed wortherly line to the Feint of Seed while of the parcel herein described;

- 3.
- All of Government Lot 7, together with percels "C" and "DV-es described in C.R. Thou has page 22;

 All of Covernment Lot 7, together with percel "E" as described An C.R. Book 29, page 32;

 All of Government Lot 7, together with percel "E" as
- All of Government tot placing seat of the Gordon River.
- All of government Lot 9 lying East of the Gordon River and North of Rock Creek. 7.

COTTAIN NATE OF THE PERSON OF

901581 OR BOOK

110 1357 PAGE

STAL PROPERTY

LEGAL DESCRIPTION:

A percel of land lying in Section 2, Township 505, Range 2FE Collier County, Florida, consisting of 24.92 acres more or less described as follows:

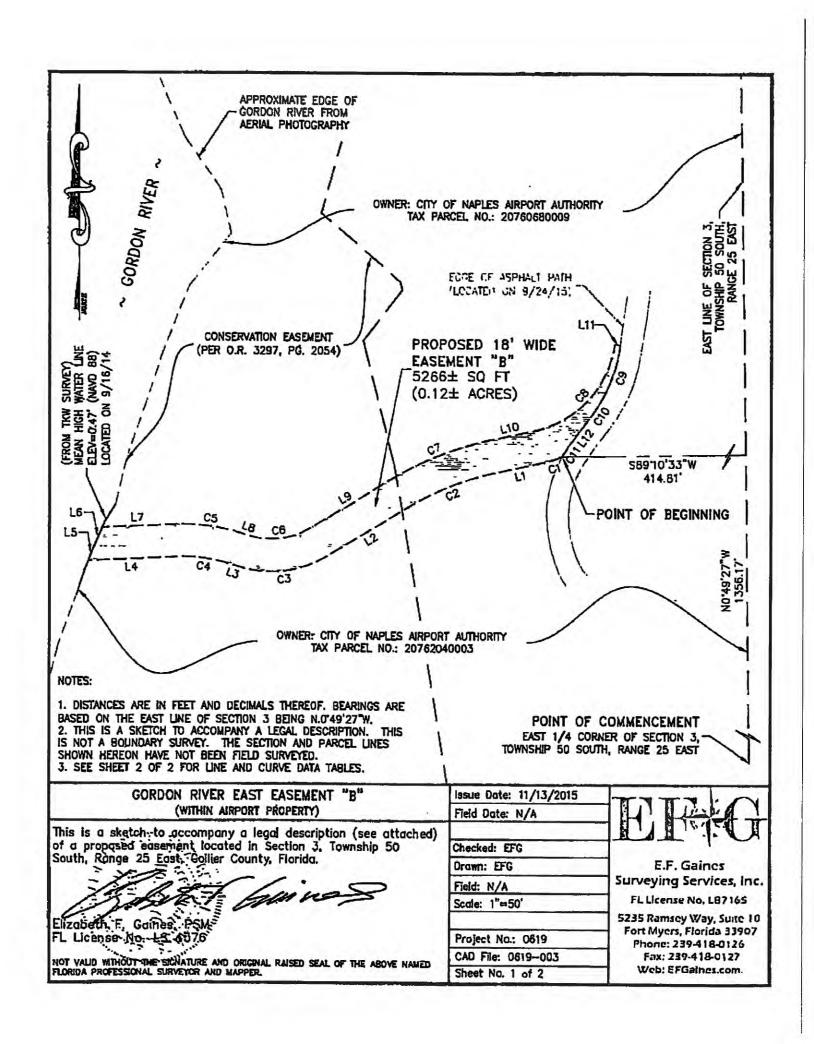
Seginalny (POS) at the MW corner of the SW 1/4 of Section 2, Township 50 South, Mange 25 East, and run South along the West Line of SW 1/4 of Seid Section 3 for 1100.31 feet to the Point of Seginning of the Sellhead line, as shown on Sulthead Line Plat Book No. 1, Pg. 26, therein the Chip/Collowing courses along the Bulkhead Line, asia Bulkhead Line, being about the Wortherly side of Mock Creak 10 (2)/4 of sw 3/4 (afd Section 2) MSS*, 10°, 37°E for 164.80 /eet to a Point; Thence 30.36 Feet along the Arg of a curve, concave to the Methods, having a radius of 250 feet, and subtanged by a Thora having a bearing of M73* 36'29"E and a Length of 1978 feet to a point; thence M73'59'39'E for 189.73 feet to the point of ending of the Suthead line, said point; thence M73'59'39'E for 189.73 feet to the point of ending of the Suthead line, said point; being of the Heat Line of the ME 1/4 of the MM 1/4 of Seid Section 2, Me measured the ME 1/4 of MM 1/4 of MM 1/4 of said Section 3, to the ME Corner of the ME 1/4 of MM 1/4 of Seid Section 3, Measured the ME Corner of the ME 1/4 of MM 1/4 of Seid Section 3, to the ME Corner of the ME 1/4 of MM 1/4 of Seid Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the SW 1/4 of said Section 3 the MM 1/4 of the MM 1/

*** OR: 2677 PG: 3134 ***



EXHIBIT "B" EAST BOARDWALK SECTION LEGAL SKETCH & DESCRIPTION

See attached two documents marked "Gordon River East Easement "B" (Within Airport Property) dated November 13, 2015 by E.F. Gaines Surveying Services, Inc.



Line #	Length	Direction
L1	24.64	S77"48"15"W
12	49.91'	S58'09'15"W
L3	0,89'	N71"21"54"W
L4	47.10	S87'26'25"W
L5	7.84	N21'46'56"E
L6	12.05	N23'07'10"E
L7	38.64	N87'26'25"E
L8	0.89'	S71"21"54"E
L9	49.91	N58'09'15"E
LIO	24.64	N77'48'15"E
LII	3.00'	S81"44"56"E
L12	17.25	536'48'20"W

		Curv	e Table		
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	12.61	75.00'	9'37'54"	572'59'18"W	12.59'
C2	53.84	157.00'	19'39'00"	S67'58'45"W	53,58
C3	51.98'	59.00	50'28'51"	S83'23'40"W	50.32
C4	33.66	91.00	21"11'41"	N81'57'45"W	33.47'
C5	40.32	109.00	2171'41"	S81'57'45"E	40.09
C6	36.12'	41.00'	50"28"51"	N83"23"40"E	34.97
C7	60.02'	175.00	19"39'00"	N67"58"45"E	59.72
C8	69.52	57.00'	69'53'06"	N42"51'42"E	65.29
C9	33.52	82.40	2318'30"	S18'45'51"W	33:29
C10	11.72	102.90	6'31'40"	S33'40'55"W	11,72
C11	7.43'	67.00	6'21'18"	S32'34'36"W	7.43'

GORDON RIVER EAST EASEMENT "B"	Issue Daté: 11/13/2015	THE PERMIT
(WITHIN AIRPORT PROPERTY)	Field Date: N/A	一时一十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十
	Checked: EFG	THE THE PARTY OF T
	Drawn: EFG	E.F. Gaines
LINE AND CURVE DATA TABLES	Fleid: N/A	Surveying Services, Inc.
(SEE SHEET 1 OF 2 FOR CORRESPONDING LINE WORK)	Scale: 1"=50"	FL License No. LB7165
(OLL DINET 1 OF E 1 OIL DOWNER OF THE E		5235 Ramsey Way, Suite 10 Fort Myers, Florida 33907
	Project No.: 0619	Phone: 239-418-0126
	CAD File: 0619-003	Fax: 239-418-0127
	Sheet No. 2 of 2	Web: EFGaines.com



GORDON RIVER EAST EASEMENT "B"

(within Airport Property)
Located in Section 3, Township 50 South, Range 25 East, Collier County, Florida

All that part of Section 3, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

COMMENCING at the southeast corner of the Northeast 1/4 of Section 3, Township 50 South, Range 25 East, Collier County, Florida;

thence along the east line of said Northeast 1/4 of Section 3 N.0°49'27"W. for 1356.17 feet; thence S.89°10'33"W. for 414.81 feet to the beginning of a non-tangential curve and the Point of Beginning of the Parcel herein described;

thence southwesterly 12.61 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 75.00 feet, through a central angle of 09°37'54" and being subtended by a chord which bears S.72°59'18"W. for a distance of 12.59 feet; thence S.77°48'15"W. for a distance of 24.64 feet to the beginning of a curve, thence southwesterly 53.84 feet along the arc of a circular curve concave to the southeast, having a radius of 157.00 feet, through a central angle of 19°39'00" and being subtended by a chord which bears S.67°58'45"W. for a distance of 53.58 feet; thence S.58°09'15"W. for a distance of 49.91 feet to the beginning of a curve; thence southwesterly and westerly 51.98 feet along the arc of a circular curve concave to the northwest, having a radius of 59.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears S.83°23'40"W. for a distance of 50.32 feet; thence N.71°21'54"W. for a distance of 0.89 feet to the beginning of a curve; thence westerly 33.66 feet along the arc of a circular curve concave to the south, having a radius of 91.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears N.81°57'45"W. for a distance of 33.47 feet;

thence S.87°26'25"W. for a distance of 47.10 feet to the Mean High Water line of the Gordon River as located on September 16, 2014 along the 0.47 foot (NAVD 88) contour line; thence along said Mean High Water line N.21°46'56"E. for a distance of 7.84; thence continue along said Mean High Water line N.23°07'10"E. for a distance of 12.05 feet; thence N.87°26'25"E. for a distance of 38.64 feet to the beginning of a curve; thence easterly 33.66 feet along the arc of a circular curve concave to the south, having a radius of 109.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears S.81°57'45"E. for a distance of 40.09 feet:

thence S.71°21'54"E. for a distance of 0.89 feet to the beginning of a curve; thence easterly and northeasterly 36.12 feet along the arc of a circular curve concave to the northwest, having a radius of 41.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears N.83°23'40"E. for a distance of 34.97 feet; thence N.58°09'15"E. for a distance of 49.91 feet to the beginning of a curve; thence northeasterly 60.02 feet along the arc of a circular curve concave to the southeast, having a radius of 175.00 feet, through a central angle of 19°39'00" and being subtended by a chord which bears N.67°58'45"E. for a distance of 59.72 feet;



E.F. GAINES SURVEYING SERVICES. INC.

thence N.77°48'15"E. for a distance of 24.64 feet to the beginning of a curve;

thence northeasterly 69.52 feet along the arc of a circular curve concave to the northwest, having a radius of 57.00 feet, through a central angle of 69°53'06" and being subtended by a chord which bears N.42°51'42"E. for a distance of 65.29 feet to a point of intersection with a non-tangential line:

thence S.81°44'56"E. for a distance of 3.00 feet to the beginning of a non-tangential curve; thence southwesterly 33.52 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 82.40 feet, through a central angle of 23°18'30" and being subtended by a chord which bears S.18°45'51"W. for a distance of 33.29 feet to the beginning of a non-tangential curve:

thence southwesterly 11.72 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 102.90 feet, through a central angle of 06°31'40" and being subtended by a chord which bears S.33°40'55"W, for a distance of 11.72 feet to a point of intersection with a non-tangential line;

thence S.36°48'20"W. a distance of 17.25 feet to the beginning of a non-tangential curve; thence southwesterly 7.43 feet along the arc of a non-tangential circular curve concave to the southeast, having a radius of 67.00 feet, through a central angle 06°21'18" and being subtended by a chord which bears S.32°34'36"W. for a distance of 7.43 feet to the Point of Beginning of the Parcel herein described;

Parcel contains 5266 square feet, more or less;

Bearings are based on the east line of the northeast 1/4 of Section 3, Township 50 South, Range 25 East, Collier County, Florida being N.0°49'27"W.

Subject to easements, restrictions and reservations of record:

Prepared by:

E.F. Gaines Surveying Services, Inc.

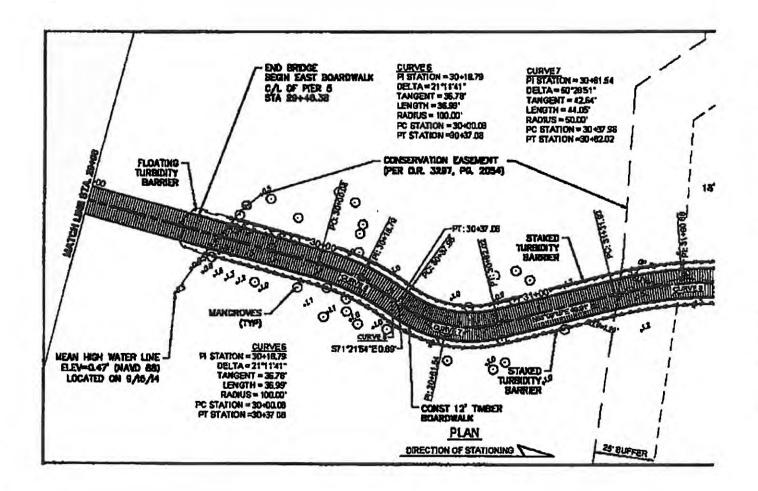
Elizabeth F. Gaines, PSM

Florida License No. 4576

Not valid without the signature and original raised seal of the above named Florida Professional Surveyor and Mapper

11/13/15

Sketch: EFG Drawing No. 0619-003





Commander
United States Coast Guard
Seventh District

909 S. E. First Avenue Miami, Fl 33131 Staff Symbol: (dpb) Phone: (305) 415-6936 Fax: (305) 415-6763 Email: randall.d.overton@uscq.mil

16591/3626 P(8-16-7) 29 November 2016

Mr. Greg Strakaluse City of Naples 295 Riverside Circle Naples, Florida 34102

Dear Mr. Strakaluse:

Enclosed is Bridge Permit P(8-16-7) dated 28 November 2016 approving the location and plans for construction of the Baker Park pedestrian bridge across the Gordon River mile 0.8 at Naples, Florida.

Permanent navigational lights shall be installed in accordance with Part 118 of Title 33, Code of Federal Regulations. Please submit, to this office, the proposed navigational lighting plan with a cover letter to the Coast Guard for review and approval. Permanent navigational lighting shall be operational upon completion of bridge.

During the periods of construction each pier, abutment or other obstruction may be required to be lighted for the safety of navigation. This office shall be contacted during construction plan development for a determination of any temporary lighting needs.

Please review the conditions of your permit carefully, especially those concerning the requirement to remove the bridge when it is no longer used for transportation purposes, and the time limits for commencement and completion of construction.

This office shall be notified 60 days prior to the actual commencement and completion of the bridge work so that appropriate announcements may be prepared for our Local Notice to Mariners publication. As stated in your bridge permit, prior approval is required from the District Commander for any false work, cofferdams, or other temporary obstruction. Your request for approval should describe your contractor's plan and schedule and when the obstruction would be removed. The plans shall be submitted to Mr. Michael Lieberum (305) 415-6744 of this office at least 60 days prior to the commencement of construction. Also, inform Mr. Michael Lieberum of any pre-construction meetings for the proposed project.

You shall notify LT Ashley Holm of Coast Guard Sector St. Petersburg, Waterway Management, at (813) 228-2191 X8105 prior to the placement of any floating construction equipment in the waterway. You shall notify the Sector not less than 60 days in advance of actions, during bridge construction, which could potentially affect waterway users.

When the bridge project is completed, the enclosed <u>Owner's Certification of Bridge Completion Form (D7-1106)</u> must be signed by the bridge owner or authorized agent and submitted to the District Commander to certify that the work authorized by the permit is complete.

If you should have any questions concerning your permit, please call Mr. Randall Overton at (305) 415-6936.

Sincerely,

RANDALL D. OVERTON Bridge Management Specialist U. S. Coast Guard District

Encl: (1) Coast Guard Bridge Permit P(8-16-7) dated 28 November 2016 w/approved plans

(2) Certification of Bridge Completion form (D7-1106-09)

Copy: Sector St. Petersburg (e-copy), Ashley.e.holm@uscg.mil

NOAA Nav Charting. MD (e-copy) allison.wittrock@noaa.gov

Arielle Poulos, Turrell, Hall & Associates, Inc. (e-copy) Arielle@thanaples.com

28 Nov 2016

BRIDGE PERMIT

(8-16-7)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

AND WHEREAS the Secretary of Homeland Security has delegated the authority of Section 602(b) of that act to the Commandant, U.S. Coast Guard by Department of Homeland Security Delegation Number: 0170.1;

AND WHEREAS before construction is commenced, the Commandant must approve the location and plans of any such bridge and may impose any specific conditions relating to the construction, maintenance and operation of the structure deemed necessary in the interest of public navigation, such conditions to have the force of law:

AND WHEREAS the Commandant of the Coast Guard has further delegated to the District Commanders, by Section 1.01-60(b) of Title 33, Code of Federal Regulations, authority to issue permits for the construction, reconstruction, or alteration of bridges across navigable waters of the United States;

AND WHEREAS the - <u>CITY OF NAPLES</u> - has submitted for approval the location and plans of a bridge to be constructed across the Gordon River at Naples, Florida:

NOW THEREFORE, This is to certify that the location and plans dated 16 August 2016 are hereby approved by the Commander, Seventh Coast Guard District, subject to the following conditions:

- No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the District Commander.
- 2. The construction of falsework, pilings, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the District Commander, prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not Impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in the Judgment of the District Commander

Naples, Florida

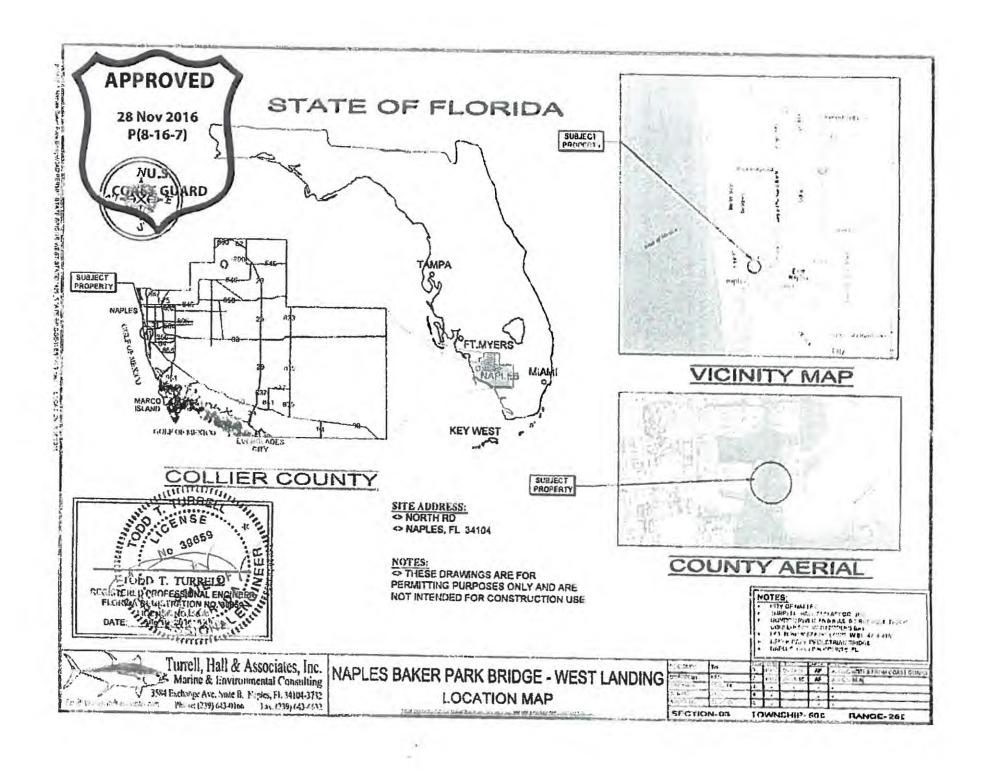
the construction work has reached a point where such action should be taken, but in no case later than 90 days after the bridge has been opened to traffic.

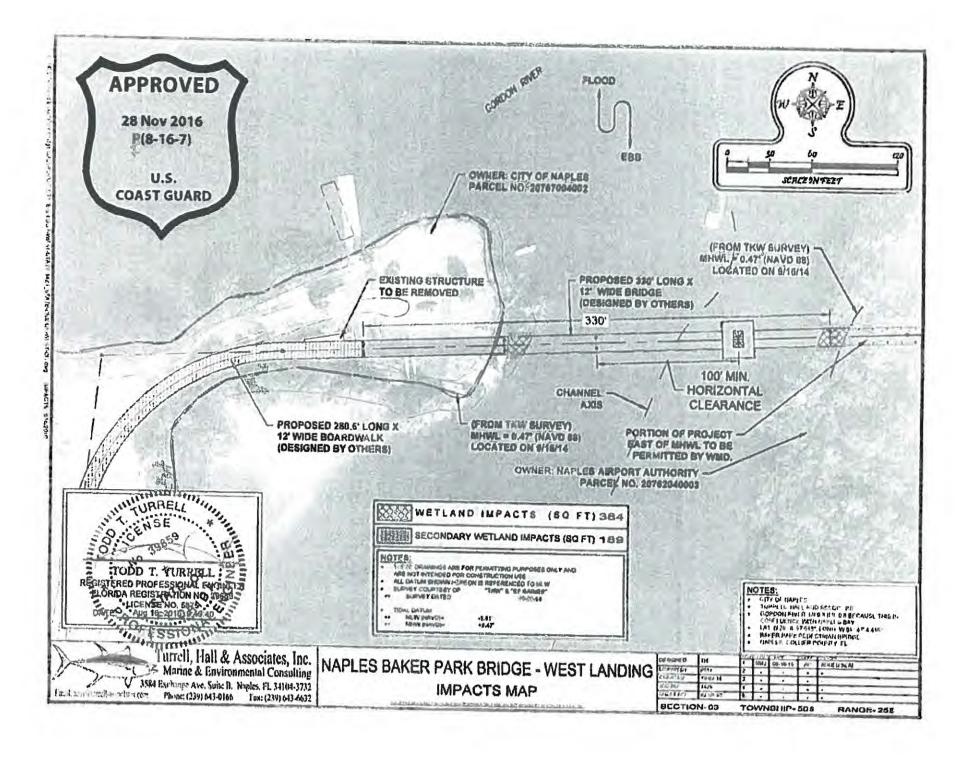
- Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.
- A bridge fendering system shall be installed and maintained in good condition by and at the expense of the owner of the bridge when so required by the District Commander. Said installation and maintenance shall be for the safety of navigation and be in accordance with plans submitted to and approved by the District Commander prior to its construction.
- Clearance gauges shall be installed and maintained in a good and legible condition by and at the expense of the owner of the bridge when so required by the District Commander. The type of gauges and the locations in which they are to be installed will be submitted to the District Commander for approval.
- When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety or to an elevation deemed appropriate by the District Commander and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.
- The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within three years and completed within five years after the date of this permit.

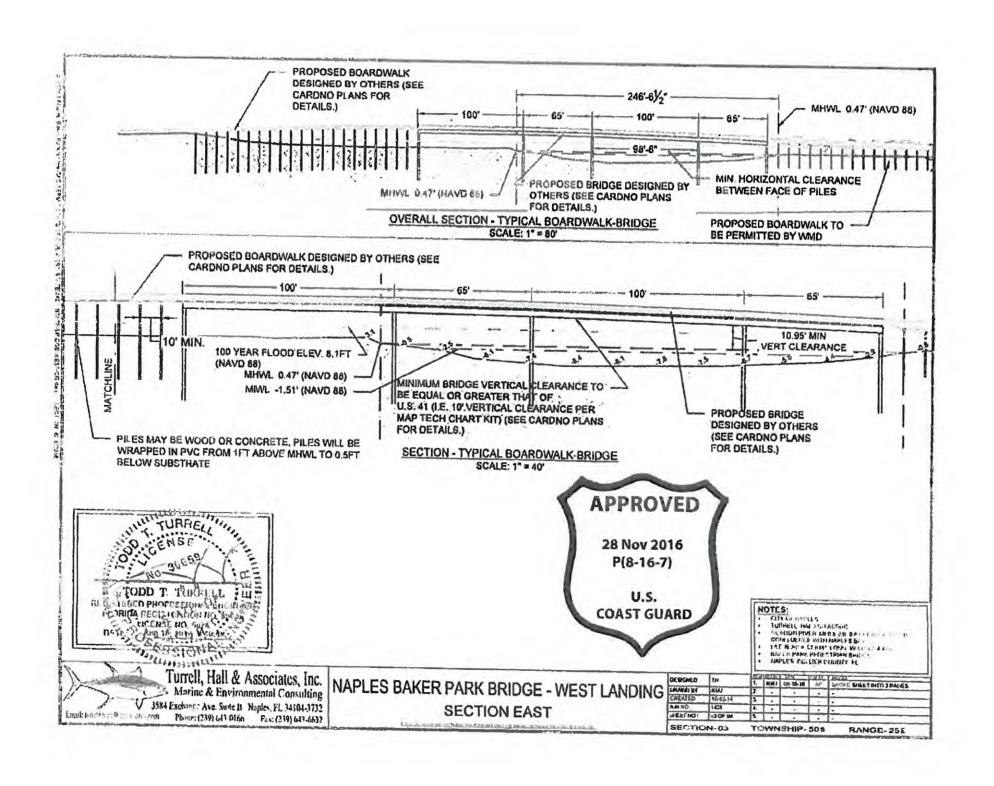
S. A. BUSCHMAN

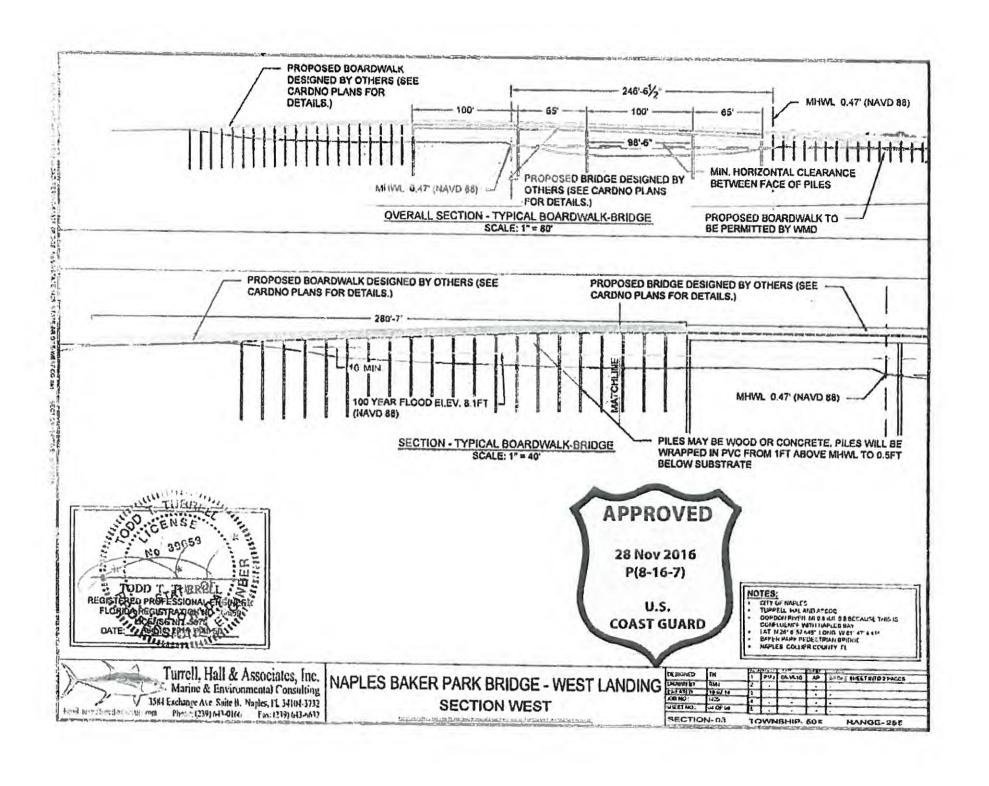
Rear Admiral, U. S. Coast Guard

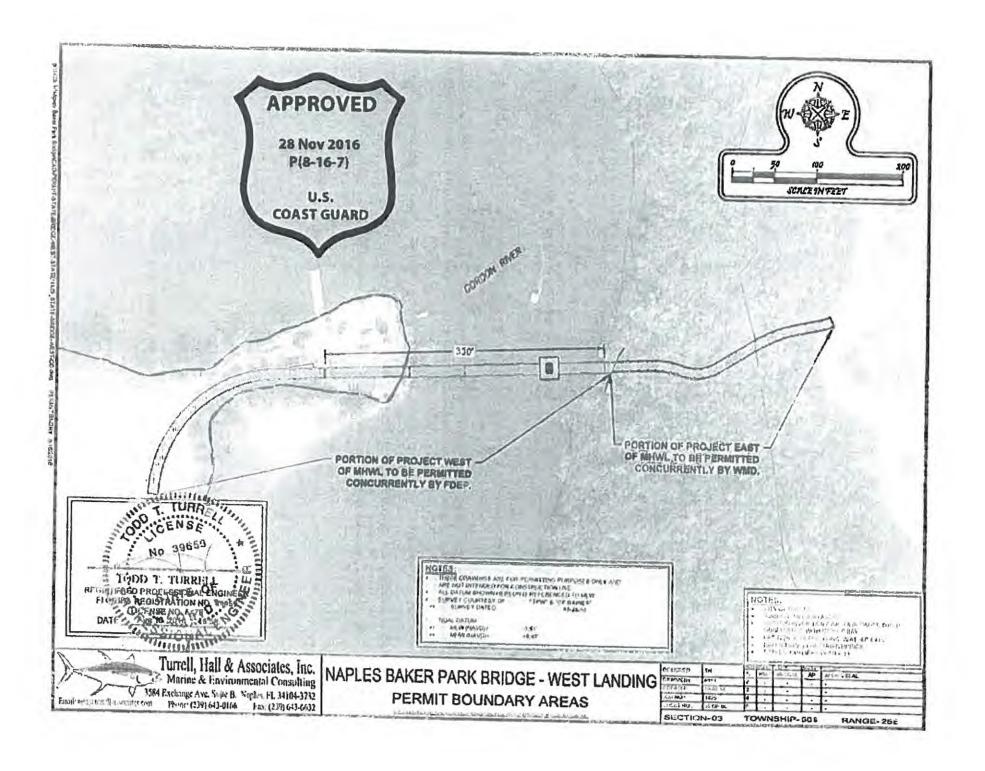
Commander Seventh Coast Guard District

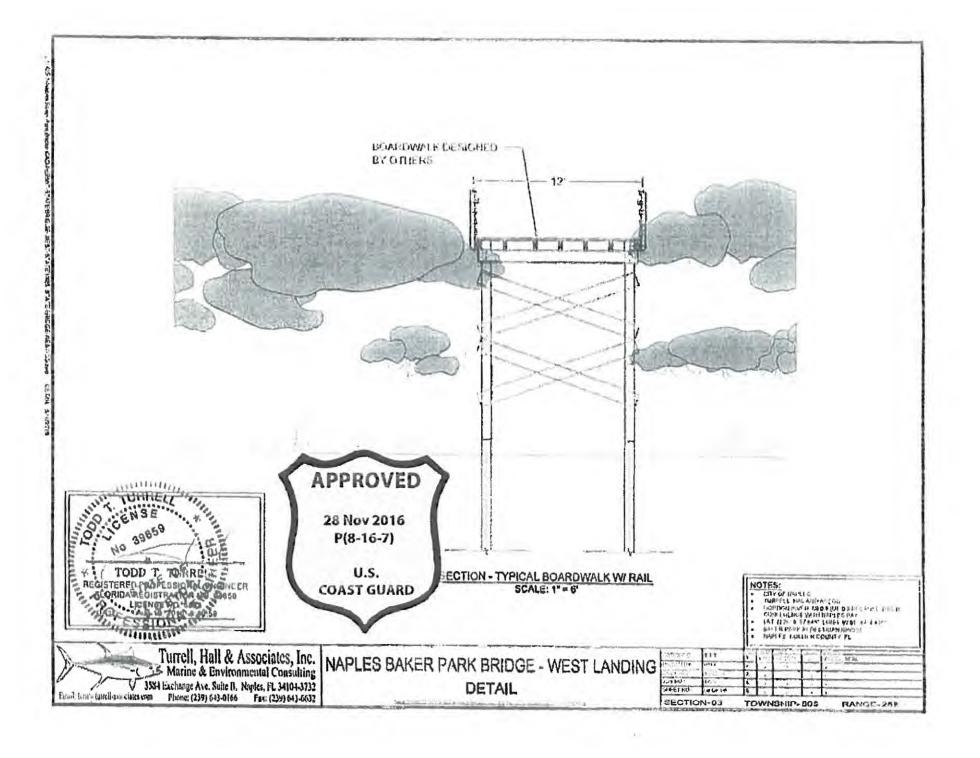












OWNER'S CERTIFICATION OF BRIDGE COMPLETION	
Please complete this form and return to Commander (dpb) Seventh Coast Guard District, 909 S.E. 1 st Ave (s Miami, Florida, 33131	suite 432),
COAST GUARD USE ONLY:	
Bridge Name: Baker Park pedestrian bridge, Gordon River mile 0.8 at Naples, Florida	
Permit Number: 8-16-7 Date: 28 Nov 2016	
Limit Date for Commencement: 28 Nov 2019 Limit Date for Completion: 28 Nov 2021	
Extension of Time:	
Permit Number:	
Permit Number: Limit Date for Commencement: Limit Date for Completion:	••••
Date of Commencement: Date of Completion	
Completion is in compliance with plans as approved in the above mention permit: Yes No If no, include As-Built-Plans. (Complete all measurements in feet and inches only)	
Fixed Bridge: As-Built vertical clearance above M.H.WM.L.W	
Fixed Bridge: Horlzontal clearance between fenders:; or, Fixed Bridge: Horlzontal clearance between piers/pilings:;	
Moveable Bridge: Most restrictive vertical clearance spanning navigational channel in the closed position: M.H.W M.L.W	
Most restrictive vertical clearance spanning navigational channel in the fully open position: M.H.W. M.L.W.	
Moveable Bridge: Horizontal clearance between fenders in the closed position: Moveable Bridge: Horizontal clearance between the tips of the spans when the bridge is in the fully open position:	
Clearance Gauges have been installed in accordance with the above-mentioned permit: YesNoNoN	WA
Navigational Lights have been installed in compliance with the approved Lighting Plan. YesNoNoNoNoNoNoNo	V/A
Bridge Removal: (If applicable)	
All parts of the Existing Bridge removed from the waterway in compliance with the above-mentioned permit; YesNoN/A	
All parts of the Temporary Detour Bridge removed from the waterway in compliance with condition of permit. Yes No N/A	f the
Print Name of Owner/Authorized Agent	
Data Cartified: Cianature:	
Date Certifled: Signature: Owner/Authorized Agent	

Return original or certified recorded document to SFWMD:

Lower West Coast Service Center 2301 McGregor Boulevard Fort Myers, FL 33901

AMENDMENT OF CORRECTIVE DEED OF CONSERVATION EASEMENT

This Amendment of Corrective Deed of Conservation Easement (this "Amendment") is made this _______ day of _______, 20_____ by the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District") having an address of 3301 Gun Club Road, West Palm Beach, Florida 33406 and a mailing address of Post Office Box 24680, West Palm Beach, Florida 33416-4680, the CONSERVANCY OF SOUTHWEST FLORIDA, INC., a Florida not-for-profit corporation ("Conservancy") having a mailing address of 1495 Smith Preserve Way, Naples, Florida 34102 and the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida ("Grantor") having a mailing address of 160 Aviation Drive North, Naples, Florida 34104,

WITNESSETH:

WHEREAS, the Grantor granted a conservation easement in favor of the District and the Conservancy evidenced by that certain Deed of Conservation Easement dated January 13, 2000 and recorded in Official Record Book 2677 at Page 3127 of the Public Records of Collier County, Florida, as corrected and modified by that certain Corrective Deed of Conservation Easement dated May 15, 2003 and recorded in Official Record Book 3297 at Page 2054 of the Public Records of Collier County, Florida (hereinafter collectively referred to as the "Conservation Easement") encumbering the real property described on Exhibit "A" attached to this Amendment and made a part hereof (hereinafter referred to as the "Original Premiscs"); and

WHEREAS, the Grantor, District and Conservancy have been requested and have agreed to modify the Conservation Easement to allow passive recreational public use and access within a specific portion of the Original Premises in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantor, District and Conservancy hereby agree as follows:

 Passive Recreational Facilities. The Conservation Easement is hereby amended to permit and accommodate passive recreational facilities and public use and access within that certain portion of the Original Premises described on Exhibit "B" attached to this Amendment and made a part hereof (hereinafter referred to as the "Passive Recreational Facilities Premises"). Grantor reserves all rights as owner or lessee of the Original Premises, including the right to engage in uses of the Original Premises that are not prohibited herein and that are not inconsistent with any District rule, criteria, Permit Number 11-01743-P and the intent and purposes of the Conservation Easement. The Conservation Easement is hereby further amended to include all of the following terms and conditions:

- a. The Grantor (and any authorized agent or designee of the Grantor) may conduct limited land clearing for the purpose of constructing and maintaining such passive recreational facilities as docks, boardwalks or mulched walking trails within the Passive Recreational Facilities Premises; and
- b. The access to, construction within and maintenance and use of the Passive Recreational Facilities Premises shall be subject to the following conditions:
- i. The Grantor (and any authorized agent or designee of the Grantor) shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Passive Recreational Facilities Premises and shall avoid materially diverting the direction of the natural surface water flow in such area;
- ii. Such passive recreational facilities and improvements within the Passive Recreational Facilities Premises shall be constructed and maintained utilizing reasonable Best Management Practices to mitigate any adverse impacts on water quality or native vegetation;
- iii. Adequate containers for litter disposal shall be situated adjacent to such passive recreational facilities and improvements and reasonable periodic inspections shall be instituted by the entity responsible for maintenance to clean any litter from the area surrounding the passive recreational facilities and improvements; and
- iv. The Conservation Easement, as amended by this Amendment, shall not constitute a permit authorization for any works including the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, District or local permitting requirements.
- 2. <u>Miscellaneous</u>. All terms of the Conservation Easement not specifically referenced in or amended by this Amendment shall and do remain in full force and effect. The priority of the recording of the Conservation Easement is not affected by this Amendment. To the extent that there is any inconsistency or conflict with any of the provisions contained in this Amendment with the Conservation Easement, the provisions set forth in this Amendment shall govern the understanding between the Grantor, District and Conservancy.

	SOUTH FLORIDA WATER
	MANAGEMENT DISTRICT
Witness #1 Name:	
	By:
Witness #2 Name:	Title:
	(Regulatory Service Center Administrator or Bureau Chief)
STATE OF FLORIDA	
	_
COUNTY OF The foregoing instrumer	it was acknowledged before me this day of
The foregoing instrumer 20 , by	at was acknowledged before me this day of, of the South Florida Water Management
The foregoing instrumer 20, by District, a public corporation of	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is
The foregoing instrumer 20, by District, a public corporation of	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is produced as identification.
The foregoing instrumer 20, by District, a public corporation of	of the State of Florida, on behalf of the corporation, who is produced as identification.
The foregoing instrumer 20, by District, a public corporation of	of the South Florida Water Management of the State of Florida, on behalf of the corporation, who is produced as identification. Notary Public: Print:
20, by District, a public corporation of	of the State of Florida, on behalf of the corporation, who is produced as identification.

IN WITNESS WHEREOF, the Conservance Amendment to be executed in its name hereto	y of Southwest Florida, Inc. has caused this
20 17.	s, this <u>(a.</u> day of <u>yor</u>
	a description and the second second
4	CONSERVANCY OF
	SOUTHWEST FLORIDA, INC.
Witness #1 Name: Sulan Scott	The
While	Ву:
Witness #2 Name: KARRY HACHERTS	Title: Presi pay LCEO
STATE OF FLORIDA	
COUNTY OF Collin	
The foregoing instrument was acknowled	edged before me this 12th day of Jon
20 17, by Rob Motor	of the Conservancy of Southwest Florida, Inc., f the corporation, who is personally known to me
a Florida not-for-profit corporation, on behalf or	f the corporation, who is personally known to me
or who has produced	as identification.
	Mator Bublio Hannet and Doch
	Notary Public: Horganet an Dorcho Print: Morgaret an Nordis
	My Commission Expires:
THE AT FORM APPROVED	My Commission Expires.
LEGAL FORM APPROVED	
BY OFFICE OF COUNSEL	-
	MARGARET ANN DARDIS Notary Public - State of Florida My Comm. Expires Nov 12, 2017 Commission # FF 48794
	Bonded Through National Notary Assn.

Witness #1 Name: Spede A Desay	CITY OF NAPLES AIRPORT AUTHORITY
Diene Terrill Witness #2 Name: Diane Terrill	By: Ch A & Prestor Title: Executive Pirector
Approved as to form and legal sufficiency:	
Authority, a political subdivision of the Sta	ate of Florida, on behalf of the political subdivision,
who is personally known	to me or who has produced as identification.
PAMELA G. RINEHART Notary Public - State of Florida Commission of FF 212486 My Comm. Expires May 9, 2019 Bonded through National Notary Assn.	Notary Public: Famela D. Ruehart Print: Pamela G. Ringhart My Commission Expires: 5/9/19

EXHIBIT A - ORIGINAL PREMISES

(Original legal description from the original Conservation Easement)

OR: 3297 PG: 2059

description: Parcel "A" (Conservation Easement Containing 55.15 Acres)

A portion of Sections 2 and 3, Township 50 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

All that portion of Section 3, Township 50 South, Range 25 East, Collier County, Florida, lying south of the south line of the north 1/2 of Government Lot 1, east of the Gordon River, and north of Rock Creek, and all of Section 2, Township 50 South, Range 25 East, lying North of Rock Creek and west of the East line of Government lot 2, Section 2, Less and Except the following described parcel.

Commence at the Northeast corner of Section 3, Township 50 South, Range 25 East, collier County, Florida; thence South 00'49'27" East, along the east line of said Section 3, for a distance of 655.36 feet, to its intersection with the north line of the South 1/2 of Government Lot 1, section 3 and the Point of Bedinaung of the herein described parcel; thence South 89'47'41" West, along said north line of South laif, for a distance of 656.55 feet; thence 5.42'14'59" West, a distance of 65.08 feet; thence South 13'11'18" East, a distance of 78.30 feet; thence South 13'11'18" East, a distance of 78.30 feet; thence South 31'15'11" West, a distance of 62.41 feet; thence South 61'42'00" East, a distance of 74.96 feet; thence South 52'39'36" East, a distance of 74.96 feet; thence South 62'22'23" East, a distance of 102.29 feet; thence South 13'30'08" West, a distance of 41.15 feet; thence South 15'20'00" West, a distance of 50.81 feet; thence South 48'54'56" East, a distance of 56.96 feet; thence South 15'01'49" East, a distance of 41.28 feet; thence South 14'08'12" East, a distance of 71.29 feet; thence South 14'08'12" East, a distance of 71.29 feet; thence South 09'28'15" East, a distance of 176.20 feet; thence South 05'06'54" East, a distance of 35.22 feet; thence South 08'02'54" East, a distance of 44.50 feet; thence South 18'22'46" East, a distance of 39.42 feet; thence South 05'06'54" East, a distance of 15.66 feet; thence South 32'37'50" East, a distance of 42.45 feet; thence South 18'22'46" East, a distance of 35.56 feet; thence South 32'37'50" East, a distance of 51.26 feet; thence South 18'22'46" East, a distance of 51.26 feet; thence South 18'22'46" East, a distance of 35.56 feet; thence South 07'36'01" West, a distance of 42.45 feet; thence South 18'22'46" East, a distance of 35.56 feet; thence South 07'36'01" West, a distance of 42.45 feet; thence South 18'22'47" East, a distance of 55.08 feet; thence South 18'23'47" East, a distance of 55.08 feet; thence South 18'00'41" East, a distance of 55.08 feet; then mesterly line, for a distance of 67.52 feet to the beginning of a tangential circular curve, concave Easterly; thence run Southerly, along said westerly line, along the arc of said curve to the left, having a radius of 220.00 feet, through a central angle of 90°00'00", subtended by a chord of 311.13 feet at a bearing of South 00°25'58" East, for an arc length of 345.58 feet to the end of said curve; thence South 45°25'58" East, along said westerly Right of Way line, for a distance of 103.67 feet; thence South 08°25'34" west, for a distance of 14.50 feet; thence South 00'08'37" west, for a distance of 14.50 feet; thence South 00'08'37" west, for a distance of 30.81 feet; thence South 63'26'28" East, for a distance of 119.26 feet; thence South 11'51'40" East, for a distance of 116.72 feet; thence South 70'14'17" yest, for a distance of 25.84 feet; thence South 30'28'15" west, for a distance of 111.80 feet; thence South 29'05'57" East, for a distance of 47.60 feet; theace South 60'08'46" East.

OR: 3297 PG: 2060

for a distance of 33.25 feet: thence South 44'20'46" East, for a distance of 42.53 feet; thence South 68'31'51' East, for a distance of 61.86 feet; thence South 86'35'55' East, for a distance of 60.72 feet; thence Morth 86'55'46' East, for a distance of 61.86 feet; thence South 59'07'38" East, for a distance of 39.11 feet; thence North 60'28'12" East, for a distance of 33.74 feet; thence Morth 75'47'35' East, for a distance of 37.51 feet; thence South 47'54'27' East, for a distance of 37.51 feet; thence South 65'36'06' East, for a distance of 46.55 feet; thence South 05'31'52" West, for a distance of 29.15 feet; thence South 68'01'16" East, for a distance of 48.34 feet; thence South 28'15'45' East, for a distance of 48.34 feet; thence South 28'15'45' East, for a distance of 48.39 feet; thence South 28'15'45' East, for a distance of 48.39 feet; thence South 28'15'45' East, for a distance of 44.08 feet; thence South 88'6'23" East, for a distance of 55.18 feet; thence North 72'15'07' East, for a distance of 77.16 feet; thence North 84'10'53" East, for a distance of 53.33 feet; thence North 84'46'53" East, for a distance of 65.33 feet; thence North 84'10'53" East, for a distance of 66.55 feet; thence North 84'10'53" East, for a distance of 67.15 feet; thence North 84'10'53" East, for a distance of 67.15 feet; thence North 84'10'53" East, for a distance of 67.15 feet; thence North 84'10'53" East, for a distance of 67.50 feet; thence North 84'10'53" East, for a distance of 67.50 feet; thence North 81'08'34" East, for a distance of 76.50 feet; thence North 81'08'34" East, for a distance of 123.66 feet; thence North 81'08'34" East, for a distance of 123.66 feet; thence North 81'08'34" East, for a distance of 123.65 feet; thence North 81'08'34" East, for a distance of 123.65 feet; thence North 81'08'34" East, for a distance of 123.65 feet; thence North 81'08'34" East, for a distance of 123.65 feet; thence North 81'59'29" East, for a distance of 123.65 feet; thence North 81'59'29" East, for a distance of 12.65 feet; then

OR: 3297 PG: 2051

Description: Parcel "B" (Conservation Easement Containing 2.00 Acres)

A portion of the Southwest one-quarter of Section 35. Township 49 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

Commence at the West one-quarter corner of Section 35, Township 49 South, Range 25 East, Collier County, Florida; thence South 00'05'10" East, along the West Line of Sald Section 35, for a distance of 1,380,61 feet; thence North 89'54'50" East, for a distance of 60.00 feet; thence South 00'05'10" East, for a distance of 186.60 feet, to the POINT OF BEGINNING of the herein described parcel; thence South 56'06'04"East, a distance of 9.27 feet; thence South 56'06'04"East, a distance of 9.27 feet; thence South 56'06'04"East, a distance of 9.27 feet; thence South 66'09'03"East, a distance of 28.94 feet; thence North 51'34'19"East, a distance of 17.62 feet; thence South 86'09'03"East, a distance of 86.36 feet; thence South 61'59'54"East, a distance of 14.31 feet; thence South 66'37'26"East, a distance of 20.37 feet; thence South 49"39'39"East, a distance of 20.022"East, a distance of 20.37 feet; thence South 49"39'39"East, a distance of 25.85 feet; thence South 16'25'45"East, a distance of 22.26 feet; thence South 49"39'39"East, a distance of 12.26 feet; thence South 15'35'24"East, a distance of 29.76 feet; thence South 15'35'24"West, a distance of 29.76 feet; thence South 15'35'34"East, a distance of 29.76 feet; thence South 15'34'3"East, a distance of 29.76 feet; thence South 15'31'31"West, a distance of 30.79 feet; thence South 59'37'26"West, a distance of 29.75 feet; thence South 83'46'18"West, a distance of 21.77 feet; thence South 77'01'59'Nest, a distance of 31.96 feet; thence North 88'21'19"West, a distance of 278.89 feet; thence North 50'51'42"West, a distance of 17.24 feet; thence North 50'51'0" West, for a distance of 278.89 feet; thence

*** OR: 3297 PG: 2062 ***

Description: Parcel "C" (Conservation Easement Containing 3.97 Acres)

A cortion of the Southwest one-quarter of Section 35, Township 49 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

seginning at the West one-quarter corner of Section 35, Township 49 South, Range 25 East, Collier County, Florida; thence North 89°34'17" East, along the the North Line of the South one-half of said Section 35, for a distance of 67.73 feet; thence South 48°16'37"East, a distance of 27.81 feet; thence South 83°00'30" East, a distance of 48.30 feet; thence East, a distance of 29.96 feet; thence South 83°59'05" East, a distance of 75.13 feet; thence South 61'12'26" East, a distance of 58.96 feet; thence South 24'16'06" East, a distance of 26.34 feet; thence South 42'48'06" west, a distance of 93.08 feet; thence South 64'07'55" west, a distance of 93.08 feet; thence South 26'47'02" west, a distance of 82.16 feet; thence South 01'42'58" west, a distance of 87.10 feet; thence South 44'07'55" west, a distance of 87.10 feet; thence South 20'00'37" Sast, a distance of 50.25 feet; thence South 99'30'45" west, a distance of 70.89 feet; thence South 00'48'31" East, a distance of 49.57 feet; thence South 20'00'37" Sast, a distance of 50.25 feet; thence South 21'12'48" west, a distance of 41.91 feet; thence South 58'53'44" East, a distance of 143.01 feet; thence South 57'23'43" west, a distance of 89.68 feet; thence South 143.01 feet; thence South 57'24'24" feet; thence South 58'53'44" East, a distance of 143.01 feet; thence South 52'4'24" feet; thence South 58'17'23" vest, a distance of 252.99 feet; thence South 50'04'09" vest, a distance of 35.96 feet; thence North89'17'23" vest, a distance of 752.99 feet; thence South 50'04'09" vest, a distance of 36.62 feet to a point of intersection with the west line of 5aid section 35; thence North00'05'10" west, a distance of 36.62 feet to a point of intersection with the west line of 5aid section 35; thence North00'05'10" west, a distance of 36.62 feet to a point of intersection with the west line of 5aid section 35; thence North00'05'10" west, a distance of 36.97 feet; thence South 50'04'09" vest, a distance of 36.97 feet; thence South 50'04'09" vest, a distance of 36.97 feet; then

EXHIBIT B - PASSIVE RECREATIONAL FACILITIES PREMISES

(Attach the legal description of this area as Exhibit "B")



GORDON RIVER EAST EASEMENT "A"

(within Conservation Easement)
Located in Section 3, Township 50 South, Range 25 East, Collier County, Florida

All that part of Section 3, Township 50 South, Range 25 East, Collier County, Florida being more particularly described as follows:

COMMENCING at the southeast corner of the Northeast 1/4 of Section 3. Township 50 South, Range 25 East, Collier County, Florida;

thence along the east line of said Northeast 1/4 of Section 3 N.0°49'27"W for 1356.17 feet;

thence S.89°10'33"W. for 414.81 feet to the beginning of a non-tangential curve;

thence southwesterly 12.61 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 75.00 feet, through a central angle of 09°37'54" and being subtended by a chord which bears \$5.72°59'18"W. for a distance of 12.59 feet:

thence S.77°48'15"W. for a distance of 24.64 feet to the beginning of a curve.

thence southwesterly 53.84 feet along the arc of a circular curve concave to the southeast, having a radius of 157.00 feet, through a central angle of 19°39'00" and being subtended by a chord which bears 5.67°58'45"W, for a distance of 53.58 feet;

thence \$.58°09'15"W. for a distance of 2.21 feet to the westerly line of those lands as described in Official Record Book 3297. Page 2054. Public Records of Collier County. Florida and the Point of Beginning of the Parcel herein described:

thence continue S.58°09'15"W. for a distance of 47.70 feet to the beginning of a curve; thence southwesterly and westerly 51.98 feet along the arc of a circular curve concave to the northwest, having a radius of 59.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears S.83°23'40"W. for a distance of 50.32 feet; thence N.71°21'54"W, for a distance of 0.89 feet to the beginning of a curve:

thence westerly 33.66 feet along the arc of a circular curve concave to the south, having a radius of 91.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears N.81°57'45"W, for a distance of 33.47 feet:

thence S.87°26'25"W. for a distance of 47.10 feet to the Mean High Water line of the Gordon River as located on September 16, 2014 along the 0.47 foot (NAVD 88) contour line; thence along said Mean High Water line N.21°46'56"E, for a distance of 7.84;

thence continue along said Mean High Water line N.23°07'10"E, for a distance of 12.05 feet;

thence N.87°26'25"E. for a distance of 38.64 feet to the beginning of a curve:

thence easterly 33.66 feet along the are of a circular curve concave to the south, having a radius of 109.00 feet, through a central angle of 21°11'41" and being subtended by a chord which bears \$.81°57'45"E, for a distance of 40.09 feet:

thence S.71°21'54"E. for a distance of 0.89 feet to the beginning of a curve; thence easterly and northeasterly 36.12 feet along the arc of a circular curve concave to the northwest, having a radius of 41.00 feet, through a central angle of 50°28'51" and being subtended by a chord which bears N.83°23'40"E. for a distance of 34.97 feet;



thence N.58°09'15"E. for a distance of 49.91 feet to the beginning of a curve; thence northeasterly 5.17 feet along the arc of a circular curve concave to the southeast, having a radius of 175.00 feet, through a central angle of 01°41'34" and being subtended by a chord which bears N.59°00'02"E. for a distance of 5.17 feet to the aforesaid westerly line of those lands as described in Official Record Book 3297, Page 2054, Public Records of Collier County, Florida; thence along said westerly line S.09°28'15"E. for a distance of 19.38 feet to the Point of Beginning of the Parcel herein described;

Parcel contains 3173 square feet, more or less:

Bearings are based on the east line of the northeast 1/4 of Section 3. Township 50 South, Range 25 East, Collier County, Florida being N.0°49'27"W.

Subject to easements, restrictions and reservations of record;

Sains

Prepared by:

E.F. Gaines Surveying Services. Inc.

Elizabeth F. Gaines. PSM

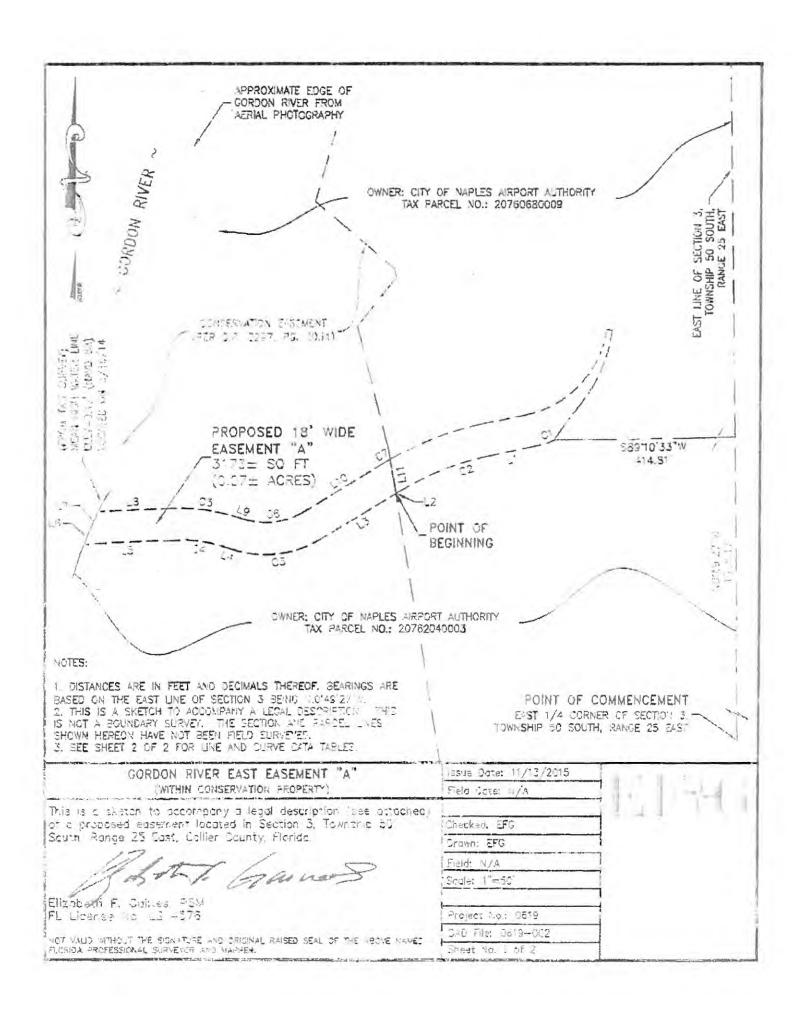
Florida License No. 4576

Surveyor and Mapper

11/13/15

Not valid without the signature and original raised seal of the above named Florida Professional

Sketch: EFG Drawing No. 0619-002



Pari	cel Line	e Table
Line #	Length	Direction
L1	24.64	S77*48'15"W
L2	2.21	S58'09'15"W
L3	47.70	S58'09'15"W
L4	0.89	N71'21'54"W
L5	47.10'	S87'26'25"W
L6	7.84'	N21'46'56"E
L7	12.05	N23'07'10"E
L8	38.64	N87'26'25"E
L9	0.89	S71'21'54"E
L10	49.91	N58'09'15"E
L11	19.38'	59'28'15'E

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		Curv	e Table		
Curve #	Length	Rodius	Delta	Chord Direction	Chord Length
C1	12.61	75.00'	9*37'54"	S72"59"18"W	12.59
C2	53.84	157.00	19'39'00"	S67'58'45"W	53.58
C3	51.98	59.00	50"28"51"	N83'23'40"E	50.32
C4	33.66	91.00	2171'41"	N81°57'45"W	33.47
C5	40.32	109.00	2171'41"	S81*57'45"E	40.09
C6	36.12	41.00	50'28'51"	N83'23'40"E	34.97
C7	5.17'	175.00	1'41'34"	N59'00'02"E	5.17

GORDON RIVER EAST EASEMENT "A"	Issue Date: 11/13/2015	A A B B I C
(WITHIN CONSERVATION EASEMENT)	Field Date: N/A	
	Checked: EFG	28 2 A A 1 1 1 3
	Drawn: EFG	S. S.
LINE AND CURVE DATA TABLES	Field: N/A	
(SEE SHEET OF 2 FOR CORRESPONDING LINE WORK)	Scale: 1"=50"	
	Project No.: 0619	
	CAD File: 0619-002	
	Sheet No. 2 of 2	

CITY OF NAPLES PLANS FOR PROPOSED BRIDGE AND BOARDWALK IMPROVEMENTS

INDEX OF PLANS

SHEET NO.

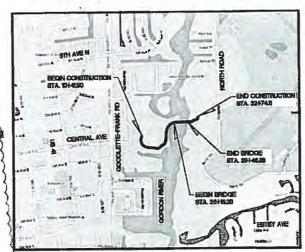
9 11

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALKS

CLERK TRACKING No. 15-01237

BRIDGE AND BOARDWALK PLANS

COLLIER COUNTY, FLORIDA



LOCATION MAP



DATE	BY	DESCR PTION
2011	يتفلع	DESCRIPTION A SHEETS 1, 8-1, 8-2, 8-1, 8-1, 8-1, 8-1, 8-1, 8-1, 8-1, 8-1
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PLANS PREPARED BY:

BRIDGE &

380 Park Place Blvd, Suite 300, Cleanwater, Florida, 33759 www.cardnotbe.com - 727,631,3505 Cartificate of Authorization No. 29915

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

Final Plans

JANUARY, 2017



16

ALREDJENTS.

- 1. MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NAPLES, CONSERVANCY OF SOUTHWEST FLORDA, NIC. AND CITY OF NAPLES AIRPORT AUTHORITY FOR THE GORDON RIVER GREENWAY EAST BOANDWALK SECTION, DATED JANE 1, 2018.

 2. AMEDIMENT OF CORRECTINE DEED OF CONSERVATION EASEMENT, DATED JANUARY 2017.

UTILITY WARNING NOTE

ABOVE CHOUND AND / OR UNDERGROUND UTILITIES MAY BE IN THE AREA OF THIS PROLECT - PROCEED WITH CAUTION - THE CONTRACTOR SMALL CALL SUNGHHE STATE "ONE CALL" AT 1-500-432-4770 AND THE UTILITY OMNERS IN AUMANCE OF RECENHAND WORK, IN ACCORDANCE WITH CHAPTER SSA, PLORIDA STATUTES.



SHEET DESCRIPTION

TYPICAL SECTIONS

GENERAL NOTES PROJECT LAYOUT PLAN AND PROFILE CROSS-SECTIONS

KEY SHEET SUMMARY OF PAY ITEMS

GOVERNING STANDARDS, SPECIFICATIONS, PERMITS AND AGREEMENTS

FLORIDA DEPARTMENT OF TRANSPORTATION, FYZO16—17 DESIGN STANDARDS EBOOK (DSEB) AND APPLICABLE DESIGN STANDARDS REVISIONS (DSRb) AT THE FOLLOWING WEBSITE:

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: http://www.fdat.gov/programmanagement/implemented/Spactic

- south $r_{\rm L}$ orda water management district environmental resource permitting (erp) regrmation manual, latest edition.
- CITY OF HAPLES UTILITY STANDARDS MANUAL, LATEST EDITION. C.

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- I. U.S. ARMY CORPS OF ENGINEERS (CORPS)
- PERMIT NO. 53.2-2018-00530 (NW-ACM)
 2. FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT NO.: 11-0341307-001
- EASEMENT NO. 11-03-13-001

 EASEMENT NO. 110329-795 (41605)

 S. SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 DIMORNIENTAL RESOURCE PERMIT NO.: 11-01743-P

 4. U.S. COAST GUARD P(8-18-7)

SUMMARY OF PAY ITEMS

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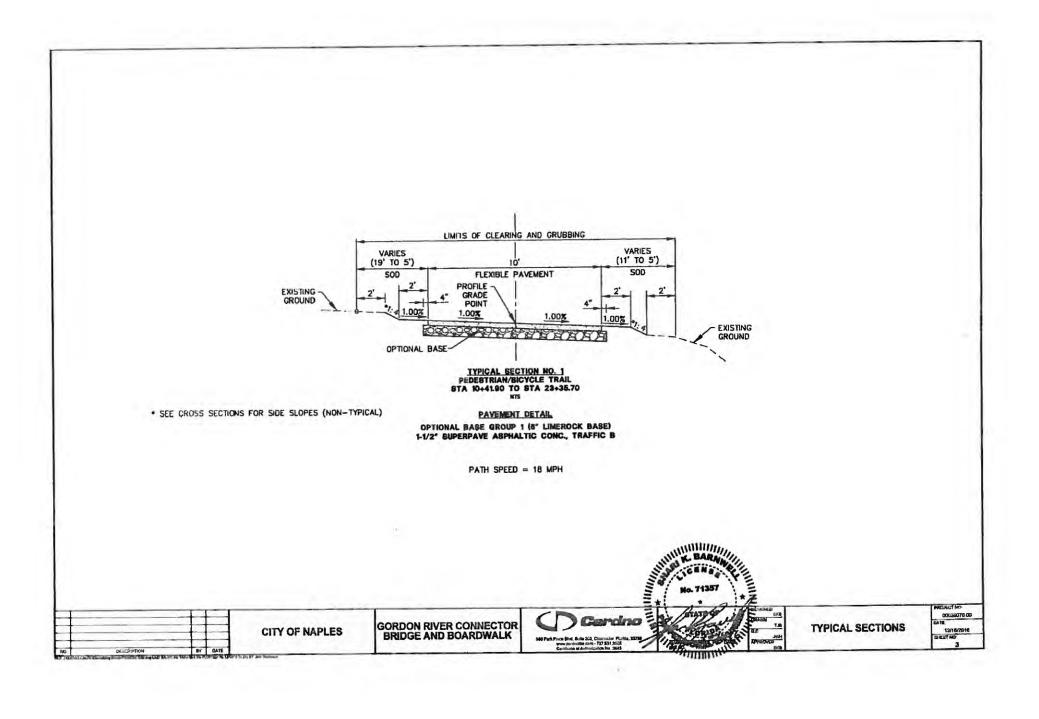
No. 71357

CITY OF NAPLES

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK Generalismo

SUMMARY OF PAY ITEMS

12/16/2018 BALETAD: 2



ALL STATIONS AND OFFSETS REFER TO BAL OF CONSTRUCTION, UNLESS OFFSENISE HOLED.

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- THE COMPACTOR SHALL FIELD VERIFY ANY AND ALL EXISTING CONDITIONS PRIOR TO COMMENDE CONSTRUCTION, AND SHALL NOTIFY THE DISCIPLENCES.
- THE CONSTRUCTION LENGTHS INDICATED IN THESE PLANS ARE APPROXIMATE. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE ENGINEER. 'n

ALL EDISIGN CONTROL FENCES, BARRIERS, AND SILYATION DEVICES SAULE BE DESCRIBED FROM THE OFFICE TO ANY LATENTIONS. SAULE BE MAINTAINED IN COOR PROXING DESCRIPED FALLOWING SOIL STABILIZATION AND STAKED FROM SILT STABILIZATION AND STAKED THE STABILIZATION AND STAKED THE STABILIZATION AND STAKED THE THE STABILIZATION AND STAKED THE PROXING THE PRICES AND STAKED THE PROXING THE FELCH OF THE FENCE AND THE PRICE AND THE PRICE

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE RESTORATION EFFORTS THAT MAY BE REQUIRED A A RESULT OF CONTRACTION. THE CONTRACTOR SHALL USE WANTERS METHODS, CONFERRING TO APPLICABLE STANDAMS, RECESSARY TO PROPERE STANDAMS.

GENERAL NOTES-CONTINUED

- LOCATIONS, ELEVATIONS AND DIMENSIONS OF ENISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SENDEN ACCORDING TO THE REST. NEVERALIDED NATIOLISE. AT THE THESE PARAIMENS WERE PREPARED, BUT DO NOT PHENOST TO BE ASSUMELY CONFISCT. THE CONTRACTION SHALL WE RESPONSIBLE FOR DETERMINING AND ENISTING ALL WORKSTON, AD ENISTING ALL WORKSTON, AND ENISTING AND OTHER FAZURES, AFFECTION OF PARLITIES. AND OTHER FAZURES, AFFECTION HIS WORK FACILITIES. THE CONTRACTION SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY FALLURE TO COMPLY WITH THESE INSTRUCTIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE CORROLMATION OF CONSTRUCTION SOLECAL HIS BETWEEN THE CONTRACTOR AND ALL UTILITY AGENCIES HELD INCLUDES MEETING WITH UTILITY AGENCIES PRIOR TO THE PREó
 - THIS INCLUDES MEETING WITH UTILITY AGRICIES PRIOR TO THE PRE-CONSTRUCTION CONFERENCE TO ADJUST THEIR SCHEMLES TO COINCIDE WITH THE CONTRACTIONS CONSTRUCTION SCHEMLE.
- EXCEPT WHER THE PLANS AND SPECIFICATIONS PRODUCE HAVE SLOW HOWER SOULL BE PREPROMED UNDER THE CONTINUE THAT HIS PROJECT, ALL UTILITIES JHTEROFILIC WITH DESTRUCTION SOULL BE RELOVATE OR ADJUSTED BY THEIR OWING AT THEIR EXPORTED. THE CONTINUENT SHALL ADDUCE HE SECRELE TO ALLINE UTILITIES OF THE TOWN THE RECEIVER RELOCATION AND ADJUSTMENT OF ALLINE AND RELATED STRUCTURES. THE POLICIPIES WAY HAVE LINES AND FADILITIES WITHIN THE PROJECT AREA. ö
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- THE CONTRACTOR SHALL HAVE A FORBANI, OR RESPONSIBLE PARTY, ON SITE AT ALL CHIES WENT WORK IS REIN PROPROMED. ALL WORSDALE ON THE LOBS SITE WILL BE CONTROLS TO THE THEIL OF AT LINES. AND SHALL REFER ANY OLESTIONS OCCURED. TO THE CONTROLS 'S PROBANG OF THE BICHERR. THE FORBAN OWNELS SHALL SHOW AND HOMESTAND FOR LISH AND SHALL SHOW AND HOMESTAND FOR LISH AND SHALL BE ANAILAGE AT ALL THES FOR THEIR RESOLUTION OF PROJECT-HEATED 1954E. ALL EXISTING STORM PIPES WITHIN THE AFFECTED RIGHT-OF-MAY CORRIDOR ARE TO REMAIN UNLESS OTHEOMISE MOTED IN THE PLAN VIEW OR IN THE CHOSS SECTIONS TO BE REMOVED. ė

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GENERAL NOTES-CONTINUEL

- ANY U.S.C. AND G.S. MONAMENT WITHIN LIMITS OF CONSTRUCTION IS TO REPORTED IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY: 3
- DIRECTOR, CHARTING AND GEODETIC SERV BODI EVECUTIVE BLVD ATTN C172 ROCKVILLE, MARYLAND 20852 PHONE: (301) 443-8319
- ANY WATCH WELLS FORDS WITHIN THE LIMITS OF PROPESSES BY IGNIT-OF-WAY SOULT E. AMMORPOUT OF A TACHIOL ICENSES WATCH WILL CONTILLETOR IN ACCORDANCE WITH RILE 4409-1301(2). F.A.C. ASS REFER TO WATCH WILLS SHALL BE INCLUDED IN THE COST OF CLEANING. WAS REMINED.
- 28. AT LEAST 21 DAYS PRIOR TO THE COMEMCERNING OF ANY DEWATCHING CANT DESCRIPTION THE CONTROL OF THE DAY OF THE CONTROL OF THE DEWATCHING THE CONTROL OF THE CONTROL ON THE CONTROL OF THE CONTROL OF THE CONTROL OF THE CONTROL OF THE

COMPACTOR SHALL CHECK ALL ETIGSTON AND SILTATION COMPACE, DEVICES MEDICAL WHITTOWING AND INSTELL OF AN EQUILIDAD AS ASSURING. WHINTOWING AND INSPECTION OF THE COMPIGE, AND ARATERENT OF RECISION AND WATER POLLUTION COMPACE, SALL BE INCLUDED IN THE COST OF PAY 1TEMS LISTED.

THE CONTRACTOR SALL IN RESIDENCY OR BLOCK THE CLISTING DOMINGE FLOW DOMINGE DOMINGE OF THE WITHIN EXISTING DOMINGE THE WALLS WILL BE WHITHINGD AT ALL THEES, STOWMENTOR WILL BE COMMETTED VIA PLISTING DAMES, UNDER SINGLES, AND EXISTING AND PREPOSED STOWN MARKES.

ALL ARES OF DOCKED EARTH RESALTING FROM CONSTRUCTION ACTIVITIES SAULD BE SKNODD, AS DOCKEDD FOR THE BIGINESS. SEEDING AND MALCHING SAULD BE APPRICED ONLY WHERE SPECIFICALLY CALLED FOR IN THE PLANS, OR WHERE SPECIFICALLY CONTENTS FOR IN THE PROMISE.

16. URSHITABLE MATRIALE SWALL BECOME THE PROPERTY OF THE CHREEK AND SWALL BETOCHOLD DHESTIFE AS DIRECTION THE RECOVERY OF THE CHRITICITIES AND SWALL BE DISPOSED OF OFF SITE,

BURROW MATERIAL REQUIRED FOR CONSTITUTION OF THE PROJECT SWALL BE PROVIDED BY THE COMPLACTOR. FROM BURBOW AVEAS PROVIDED BY THE COMPLACTOR.

17.

- 26. DARING DEWIGRING OPENATIONS, THE CONTRACTOR SHALL NOT DISCURNER DIRECTLY TO RECEIVING WITHSE, NOT STILLING ON WEITHOUS SYSTEMS. THANS, OR STILLING REDUCTION OF DISCUSSION OF THE STILLING TO STILLING THE POTENTIAL FOR OFFSITE SEDIMONT TRANSPORT AND TO ENSURE THAN INNET DISCUSSION OCCUR.
- 27. THE CONTRACTION SHALL COMENT WITH NAT NO ALL AND LIGHE FEELANTIONS OF PERMITTIN PROGRESSIVE CONCENTING CORRESSIVES PLANAICE. NO SCHOOL DETAINING ON THE DIRECTION OF THE DEWLITERING NEEDED, A WINSTERLOR, NEETER TO 4004-1.20(1) (E), F.A.G.
- 29. THE CONTRACTOR SHALL INSTALL AND MAINTAIN SEDIMENT AND EROSION CONTROL MEASURES THROUGHOST THE DURATION OF THE PROJECT.

THE CONTRACTOR SAUL DISTURB NO MORE ORDING THAN WAY IS MEGESSARY FOR CONSTITUCION. NO DEBE SELECANIET DERSON, NO DEBE NORTH MESSACE CONDITION, WILL BE ELST OVERBIGHT. ALL WORK SITES WILL BE CONFLICTED, RESTORD BY THINK SEVEN (?) CALEDARA DAYS OF THE CONFORTE FORM FOR SIDEMALY. THE INFORMATION IS TO "SAUFE-U" THE PROJECT SITE AS WORK PRODESSES, AND SHALL INCLUDE REDAVING FORMS, FILLING MOLES, GANDING, AND RESENAL.

- 28. THE CONTRACTOR SHALL SAW CUT EXISTING PAYEMENT JOINTS AT ALL PROPOSED DRIVENLY AND SIDEMLK CONNECTIONS.
- 20. THE CONTRACTOR WILL REED TO ENSIRE CONSTRUCTION ACTIVITIES REJAIN WITHIN THE APPROVED EXERENT OF THE EAST BOADWALK.

1. 102-1; MAINTENANCE OF BOAT TRUFFIC MUST MEET HIGG PERMIT.

UNIQUE WRITTER, ARMONIAL FIRE CITY. THE CONTRACTOR WAS CLOSE TO OF CONSTRUCTION.
NEGLIGIAL TRAFFIC THAN POSTURE OF STREETS BY THIN THE LINES OF CONSTRUCTION.
ACCESS TO BE LOCAL. THAT FOR WITH DESTRUCTION THIN THE PROJECT LINES SHALL FROM THE TASS TO LOCAL TRAFFIC. THE CONTRACTOR SHALL, OF LICH SEPHRATE PROJECT THE CONTRACTOR SHALL, OF LICH SEPHRATE FROM THE CONTRACTOR SHALL, OF LICH SEPHRATE THE STATE THERE DAYS (27 HOLDS) IN MANNACE.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONFLET STAGE-OUT OF THE PROJECT. 1-E. . LIHE, BADLES, 1905. LIHE PALLOS, THE PALLOS IN THE PROJECT IN ACCORDANCE WITH THE PROJECT IN ACCORDANCE WITH THE PALLOS. NAT AND ALL ENDINESS FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS. NO ACCITICANL PAYMENT SHALL BE THE FOR FIRS FOR OTHER ITEMS. NO ACCITICANL PAYMENT

2. 895-903: SIGED AND SEALED RECORD DRAWINGS. AS A CANDITION PRECEDED TO FINAL ALESSMANCE OF THE PROJECT SEALEN TO THE ENGINEER THREE COPIES OF AS BUILT DRAWINGS AND A CERTIFIED SIAMEY VIRIPYING THREE COPIES OF THE ALL BUILT DRAWINGS AND A CERTIFIED SIAMEY VIRIPYING THE AS-BUILT DRAWINGS AND CERTIFIED SIAMEY WAS SIAMEY WAS SIGNEY MAD BY SIAMEY WAS SI

Cardino ANY DAMICE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S WHILL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE EDIGHEST. PAYABNT SWALL NOT BE MADE FOR THIS WOOK.

GENERAL NOTES

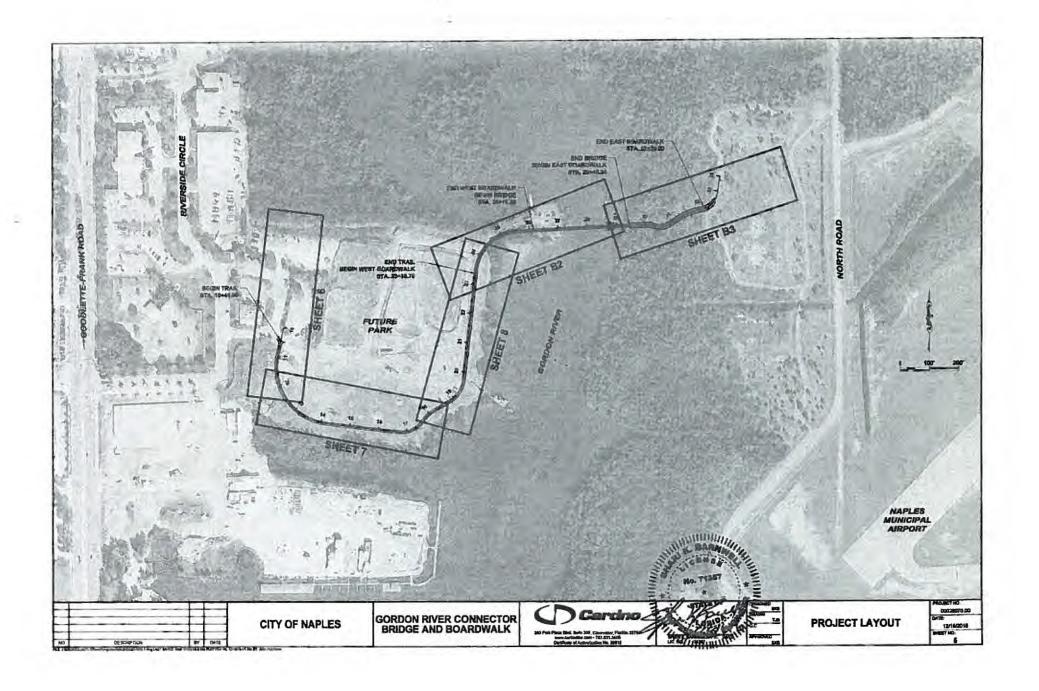
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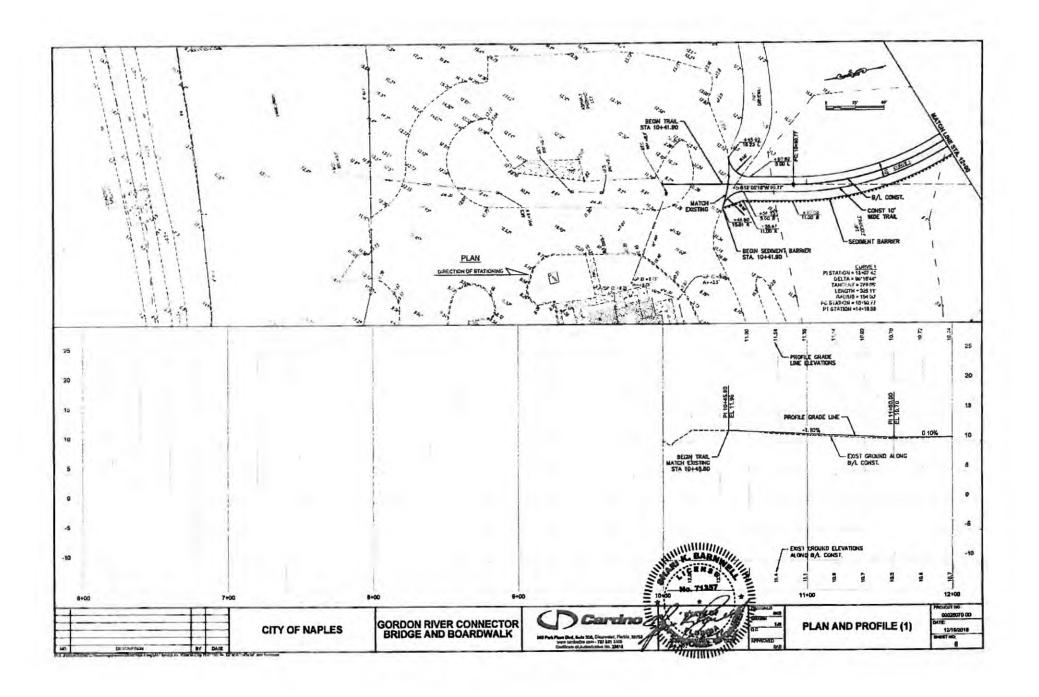
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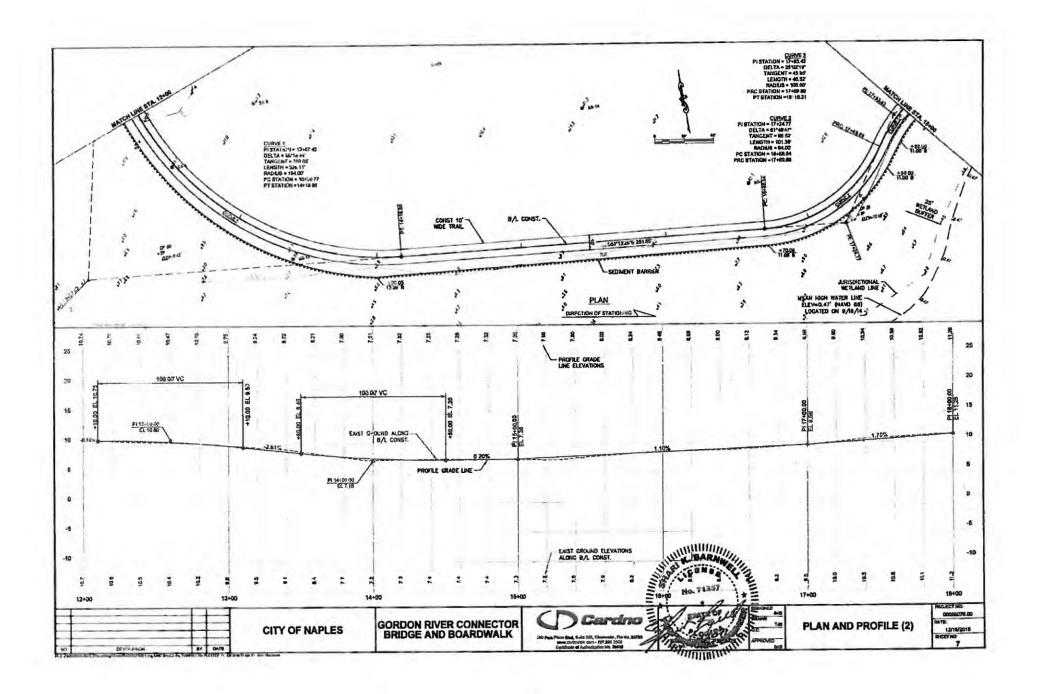
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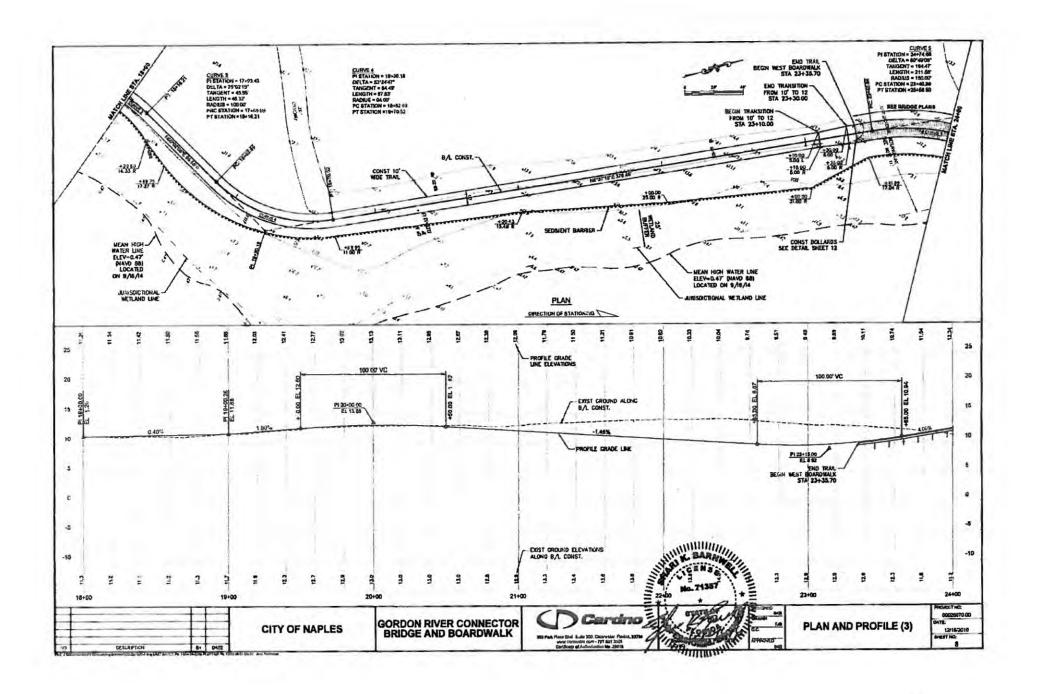
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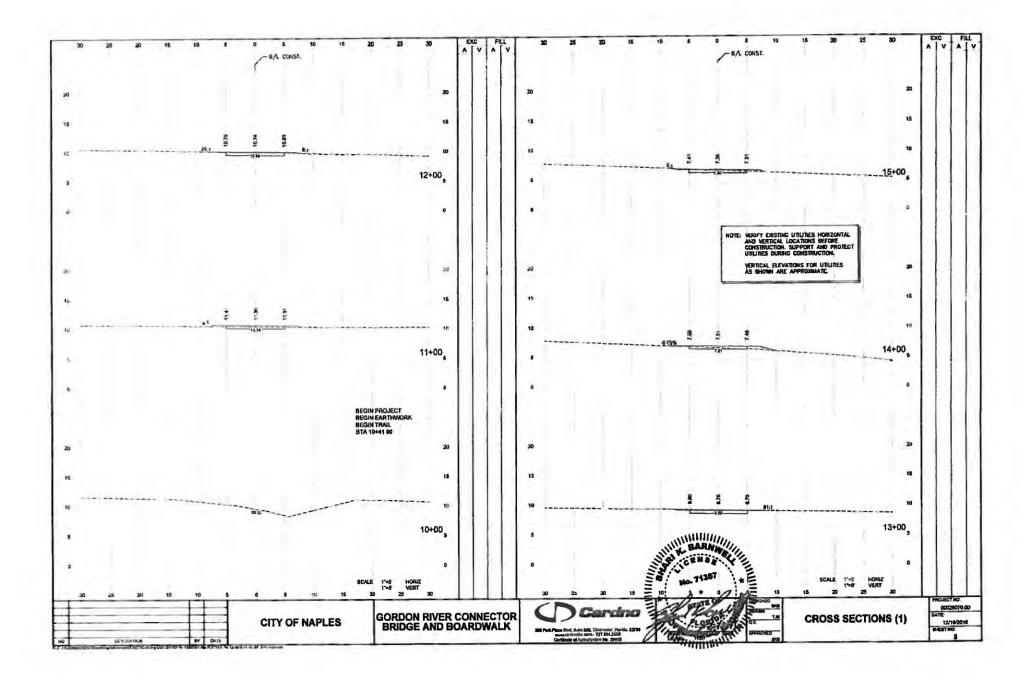
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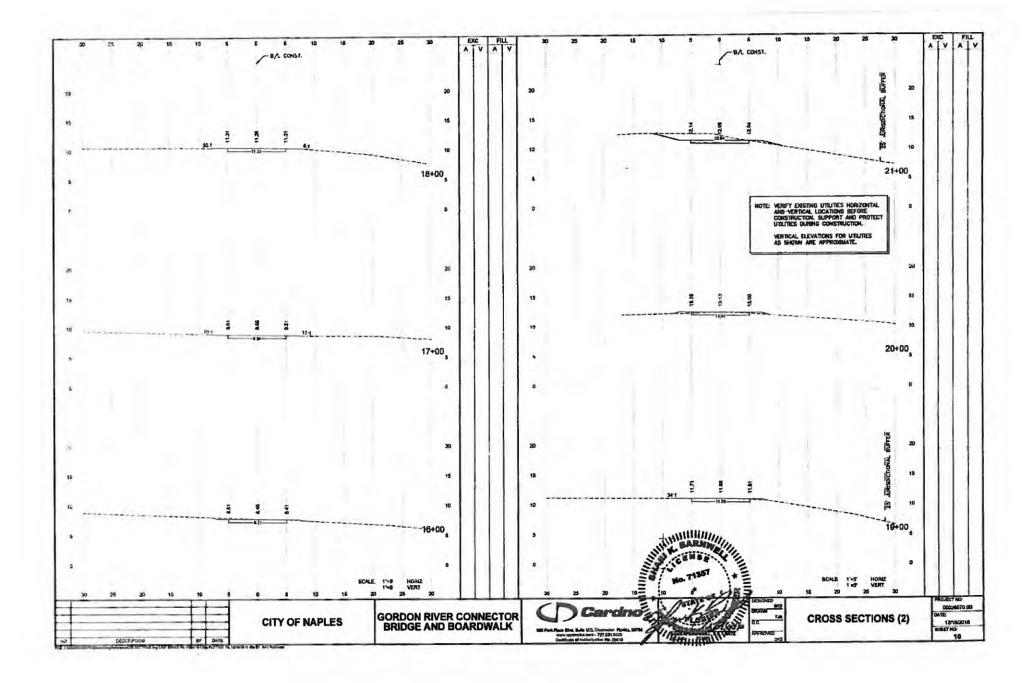


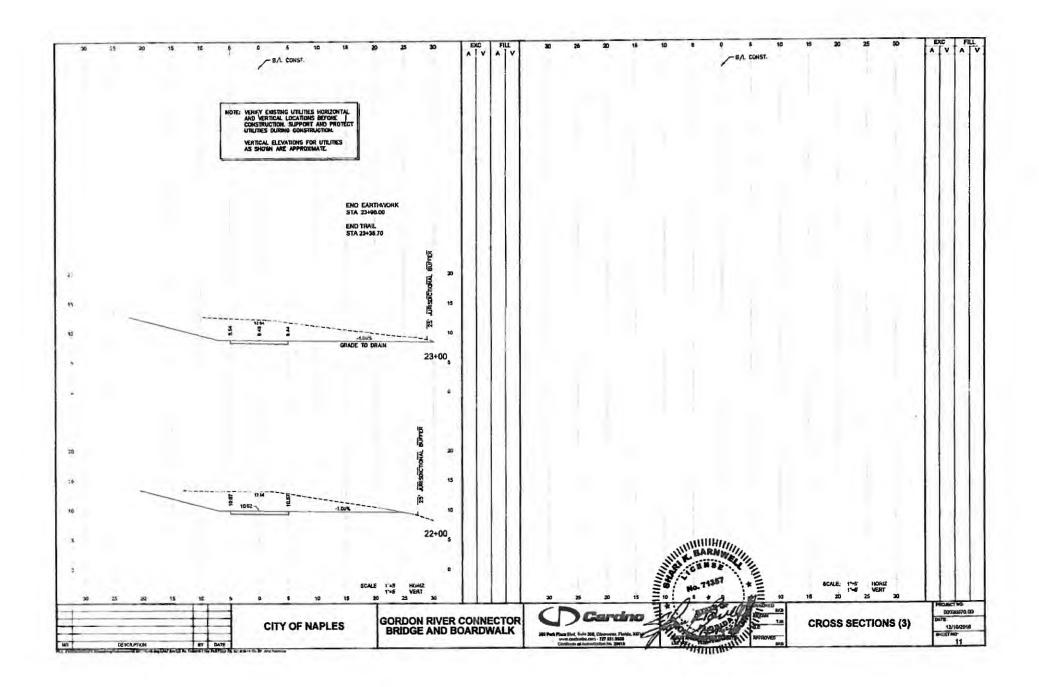


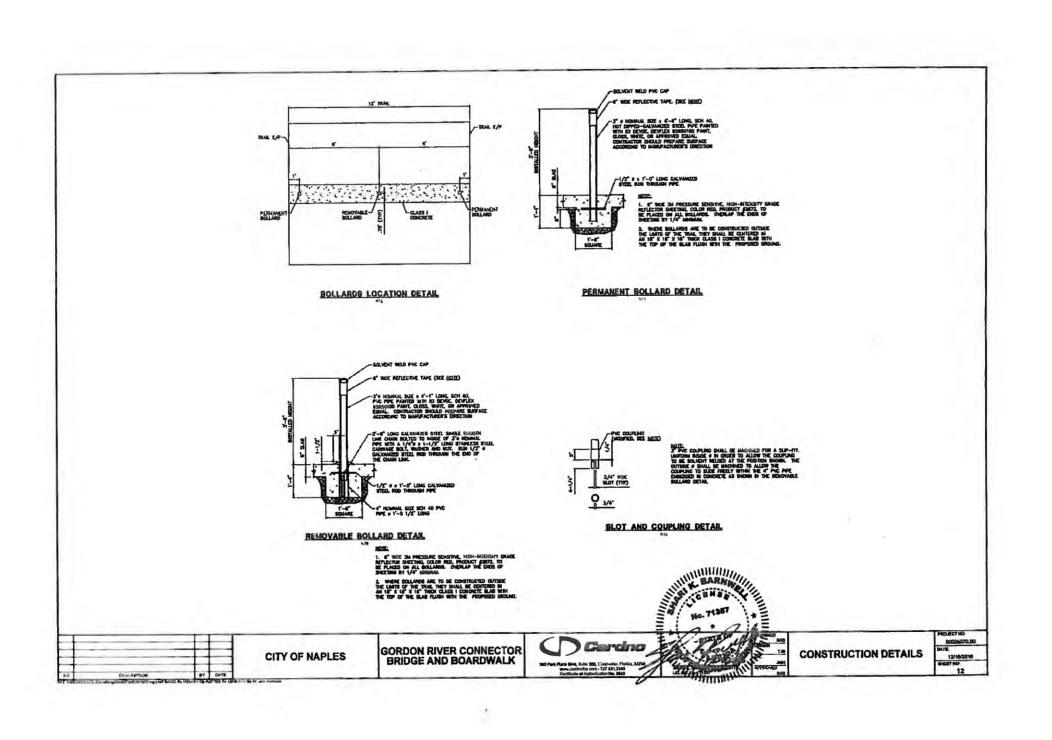


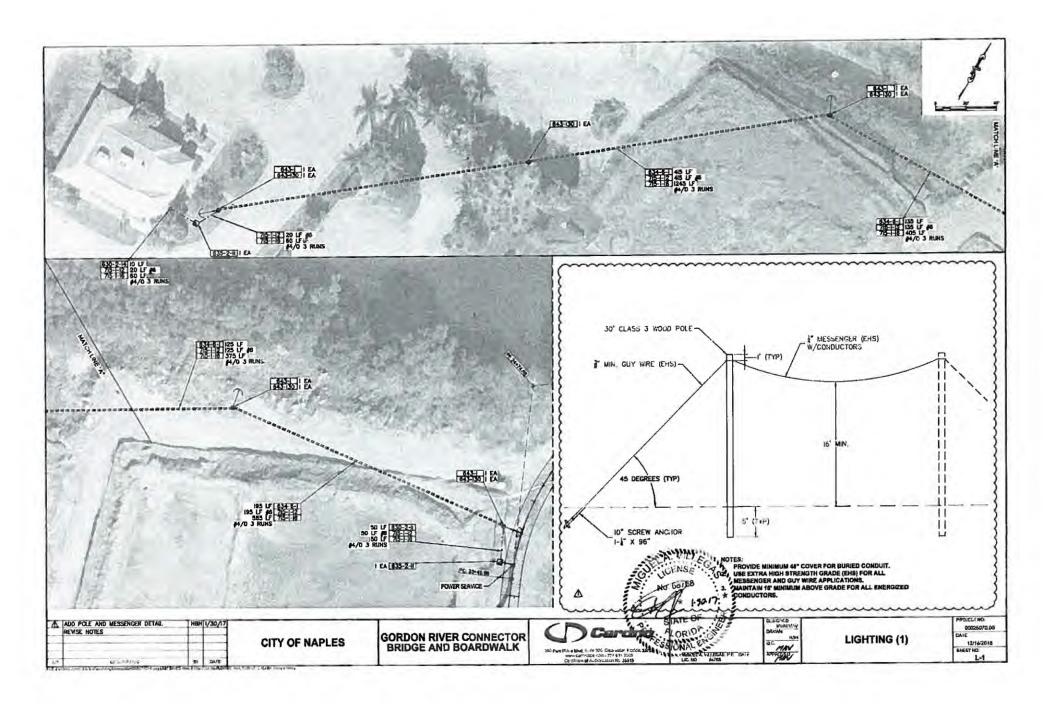


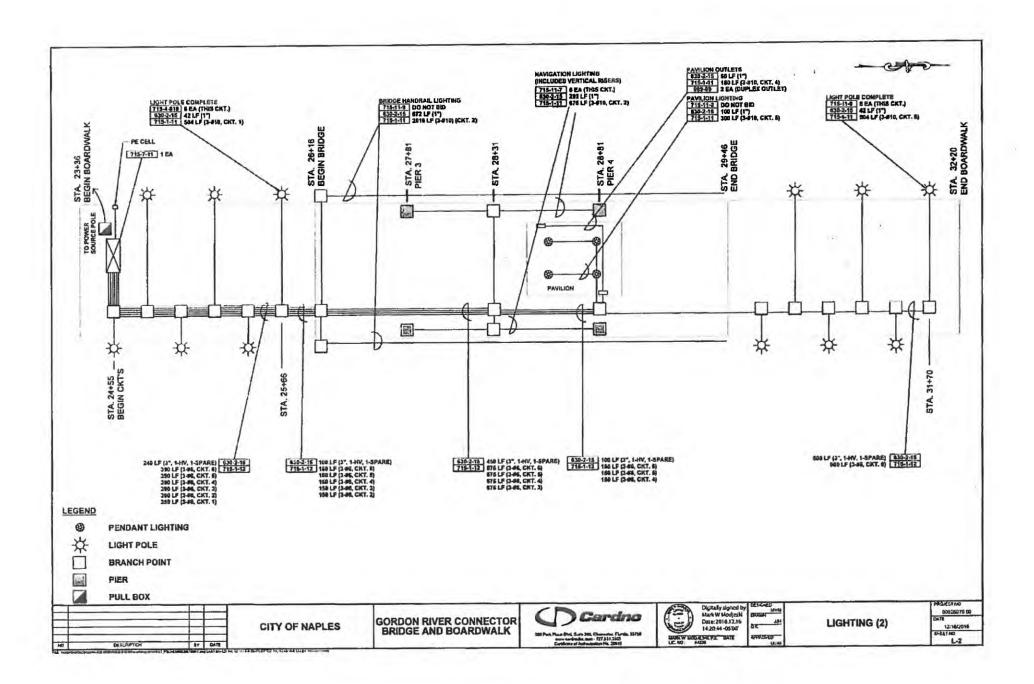


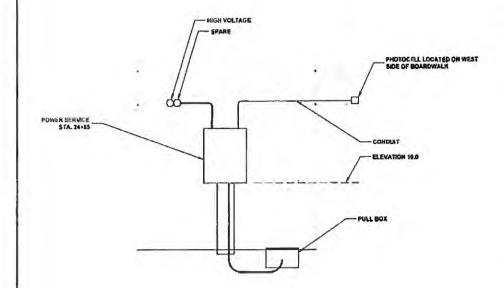












SEE FOOT INDEX 17:04 FOR LIGHTING SERVICE DETAILS

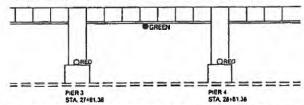
LIGHTING GENERAL NOTES

LIGHTING SHEETS 1-1 THROUGH 1-4 SHALL FOLLOW FLORIDA DEPARTMENT OF TRANSPORTATION 2018 DESIGN STANDARDS AND JULY 2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WE'S SITE: HTTP://WWW.DDT.STATE.FL.US.PROGRAMMAN.GEMENT

LIGHTING PAY ITEM HOTES

- 830-2-15. ALL BRIDGE MOUNT CONDUIT SHALL BE SCHEDULE 80 PVC. THE COST TO FURMSHAND INSTALL THE BRIDGE MOUNT CONDUIT SHALL INCLIDE THE COST TO FURNISH AND INSTALL ALL BRIDGE MOUNTED JUNCTION BOXES, CONDULETS AND FITTINGS FOR A COMPLETE AND ACCEPTABLE INSTALLATION. THE CONDUIT LENGTH SHALL NOT EXCEED 200 FRET WITHOUT AN INSTALLED JUNCTION BOX.
- 715-11-8: NAVIGATION LIGHTING SHALL INCLUDE FOUR RED FENDER LIGHTS WITH 180 DEGREE VISIBILITY MOUNTED TO THE ENDS OF THE PIER FENDERS 3 AND 4. THE CENTERLINE SHALL INCLUDE TWO GREEN CENTERLINE LIGHTS WITH 380 DEGREE VISIBILITY MOUNTED PLOSPAN BETWEEN PIERS 3 AND 4.



- 3 718-4-019: LIGHT POLE COMPLETE SHALL BE INSTALLED IN A 40-FOOT STAGGERED LAYOUT. THIS PAY ITEM SHALL INCLUDE THE COST OF A PULL BOX FOR PULLING AT THE BASE OF THE POLE.
- 715 7-11: SECONDARY LIGHTING POWER SERVICE CIRCUITS FOR THE NAVIGATION PIER LIGHTING AND THE PAYALION QUITLETS SHALL BYPASS THE PHOTOCELL.







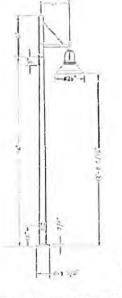
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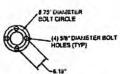


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LIGHTING (3)

PROJECT NO. 00024670.00 DATE 12/15/2015 5/027 NO. 1-3





BOARDWALK MOUNTED PEDESTRIAN LIGHTING

FIRELIPS LUMEC LED LIGHT AND STRUT SUPPORT ARM WITH TAPERED ALUEINUM POLE AND ANCHOR BASE PLATE (OR APPROVED EQUAL). OWNER TO CONFIRM FINAL PRODUCT SELECTION AND QUANTITY UFON COMPLETION OF BID.

LIGHT POLE CONNECTION TO BOARDWALK TO BE PROVIDED BY LIGHT POLE MANUFACTURER. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION OR CONSTRUCTION. POLE ARM AND FIXTURE COLOR TO BE GRAY. INSTALL PER MANUFACTURER'S RECOMBENDATIONS. FIXTURE MOUNTING HEIGHT TO BE 12 ABOVE PHISHED BOARDWALK. POLE TO BE LOCATED 2 FEET FROM BACK EDGE OF BOARDWALK RALING AND SPACED AS SHOWN IN THE PLANS. WHERE LIGHT SHELDINGS IS REQUIRED, BEACON HS-100 SHELD (OR APPROVED COUNTY, SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR SHALL SUMMIT COLOR SAMPLES FOR APPROVAL TO OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION OR FABRICATION

HAND HOLE SHALL BE ROTATED 45 DEGREES FROM BOARDWALK HAND RAIL POST FOR EASE OF ACCESS.

ALL CAST ALUMINUM PARTS ARE COPPER FREE ALLOY ASS. ALL EXTRUDED ALUMINUM PARTS ARE ALLOY 6081-76

FASTENERS: ALL FASTENERS SHALL BE STAINLESS STEEL

LENS ACRYLIC CLEAR OPTICS: TYPE LED LENSE

LIGHT SOURCE: 26 WATT LED ENGINE AND DRIVERS COMBINATION

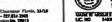
VOLTAGE 120 VOLTS

ELECTRICAL OPTIONS LIGHTNING SURGE PROTECTOR

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F NAPLES	GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK





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SECONDARY LOAD CENTER AT BOARDWALK

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3

LOAD

Boardwalk Lgt

Bridge Lgt

Pavilion Outlets

50 AMP, 120/240V, 1 PH, 3W. WINEUTRAL AND GROUND BUS

398

356

800

AMPS/

PHASE

4.2

3.7

8.3

BKR

15

15

15

LOAD

Pavilion Lgt

Boardwalk Lgt

Navigation Lgt

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	00025070 00
DAT	1
	12/16/2016
\$11	CHTHS
	L4

		CITY OF NAPLI
		OIL OF HATE

DESCRIPTION

PANELBOARD SCHEDULE

365

934

360

TRANSFORMER SIZE

CONNECTED LOAD

CKT

2

4

MCB

AMPS/

PHASE

3.8

9.7

3

BKR

15

15

15

50A-2P

NA

LIGHTING (4)

GENERAL NOTES

1.GENERAL SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDGT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2018 EDITION) WITH SUPPLEMENTS THERETO.

2.DESIGN SPECIFICATIONS:

- I. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO), LRFD BRIDGE DESIGN SPECIFICATIONS (7TH EDITION, 2014) WITH APPROVED INTERIMS THERETO.
- 2 AASHTO LAFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES.
- 3. NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION BY THE AMERICAN FOREST & PAPER ASSOCIATION, 2005 EDITION, LRFD.
- 4. FDOT STRUCTURES MANUAL (JANUARY 2016 EDITION).

3.DESIGN METHOD:

LOAD AND RESISTANCE FACTOR DESIGN METHOD (LRFD) FOR ALL ELEMENTS.

4.DESIGN LOADING:

- 1. PEDESTRIAN LOADING: 90 PSF.
- 2. VEHICULAR LOADING: 4000 LBF MAINTENANCE VEHICLE.
- 3. WIND LOAD: BASE WIND SPEED = 150 MPH (COLLIER COUNTY).
- 4. SEISMIC LOADING: IN ACCORDANCE TO ASSHTO LRFD 3.10 AND 47.4 FOR ZONE 1 SATISFYING MINIMUM BEARING SUPPORT DIMENSION REQUIREMENTS.
- 5. CONSTRUCTION LOADING (PILES ONLY) H-10 TRUCK (20,000 LBS).

5.TEMPERATURE EFFECTS:

STRUCTURE MATERIAL MEAN RISE FROM MEAN FALL FROM MEAN RANGE

COEFFICIENT OF THERNAL EXPANSION: 0.000006 PER .F.

6.ENVIRONMENT:

SUPERSTRUCTURE: MODERATELY AGGRESSIVE SUBSTRUCTURE: MODERATELY AGGRESSIVE

7.CONCRETE:

CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 346 OF THE FOOT SPECIFICATIONS.

-	CLASS	MINIMUM 28-DAY CCMPRESSIVE STRENGTH (ps/)	LOCATION OF CONCRETE IN STRUCTURE
1	w	Fr = 5.500	PAVILION CONCRETE DE K.
Ý	V (SPECIAL)	f'cl = 4.800 f'c = 6.000	PRESTRESSED BEAMS
	IV	Fc = 5.500	SUBSTRUCTURE: PIER CAPS EHEEK WALLS, END BENTS

B.CONCRETE COVER:

CONCRETE COVER SHOWN IN PLANS DOES NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FOUR STANDARD SPECIFICATIONS FOR ALLOWABLE TOLERANCES

9.GEOMETRY:

FOR VERTICAL AND HORIZONTAL ALIGNMENT REFER TO ROADWAY PLANS.
CONTRACTOR SHALL VERIFY ALL DIMENSIONS.

10.CHAMFERS:

PROVIDE 3/4" CHAMFER ON ALL EXPOSED EDGES, EXCEPT AS OTHERWISE NOTED.

ILCONSTRUCTION JOINTS:

CONSTRUCTION JOINTS WILL ONLY BE ALLOWED AT LOCATIONS INDICATED ON THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS OF THOSE SHOWN ON THE PLANS REQUIRE THE APPROVAL OF THE ENGINEER

12.5URFACE FINISH:

A CLASS 4 FINISH SHALL BE USED ON ALL EXPOSED CONCRETE SURFACES

13.REINFORCING STEEL:

ALL REINFORCING STEEL SHALL BE ASTM AGIS, GRADE 60. ALL DIMENSIONS PERTAINING TO LOCATIONS OF REINFORCING ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.

14.STRUCTURAL FASTENERS:

ALL METAL ASSEMBLIES INCLUDING CONNECTING PLATES, HURRICANE CLIPS. BRACKETS, BOLTS, NUTS, WASHERS SHALL BE STAINLESS STEEL GRADE 316. WITH THE EXCEPTION OF SCREWS AND TOE MAILS WHICH SHALL BE STAINLESS STEEL GRADE 304. ALL BOLT ASSEMBLIES SHALL HAVE WASHERS UNDER BOTH THE BOLT HEAD AND NUTS. SPIKES AND SCREWS SHALL BE COUNTERSUNK AND INSTALLED IN HOLES DRILLED WITH A COUNTERSUNK DRILL BIT.

15.CHANGES:

ALL PROPOSED CHANGES MUST BE APPROVED BY THE ENGINEER OF RELURD.

16.MATERIAL PRODUCTS:

EXCEPT FOR THOSE MATERIAL PRODUCTS SPECIFICALLY CALLED FOR IN THE PLANS AND SPECIFICATIONS, ALL MATERIAL PRODUCTS SPECIFIED FOR THIS PROJECT SHALL BE ON THE FOOT APPROVED PRODUCT LIST.

17.PAY ITEM NOTES:

PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL PAY ITEMS SHALL BE INCLUDED IN THE CONTRACT PRICES FOR PAY ITEMS.

18.TIMBER AND PILES:

- I. LUMBER SIZES SHOWN ARE NOMINAL SIZES UNLESS OTHERWISE NOTED. LUMBER SHALL BE FURNISHED IN SIZES MEETING THE REQUIREMENTS OF THE NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION, 2005 EDITION OF THE AMERICAN FOREST AND PAPER ASSOCIATION.
- 2. ALL LUMBER (TIMBER BEAMS & PILES) SHALL BE TREATED IN ACCORDANCE WITH STANDARD SPECIFICATION 955. ALL STRUCTURAL TIMBER SHALL BE TREATED FOR BRACKISH ENVIRONMENT. ALL PILING WILL BE MANUFACTURED IN ACCORDANCE WITH SECTION 953 TIMBER PILING AND PRODUCED BY FOOT CERTIFIED PLANTS.
 - ALL BEAMS WILL BE TREATED TO A O.6 P.C.F. RETENTION OF CCA ICHRONATED COPPER ARSENATE).
 - ALL PILING WILL BE TREATED TO A 2.50 P.C.F. RETENTION OF CCA.
 - TREATING WILL BE IN ACCORDANCE WITH THE AWPA (AMERICAN WOOD PRESERVERS ASSOCIATION).
- 3. ALL TIMBER PILING WILL BE WRAPPED WITH PRINE HIGH DENSITY POLYETHYLENE. PILES WILL BE WRAPPED AT THE MUD LINE EXTENDING AT LEAST 2 FEET BELOW THE MUD LINE AND FOUR FEET ABOVE THE MUD LINE. PILE WRAP WILL BE INSTALLED FOLLOWING MANUFACTURER'S RECOMMENDATION.
- 4. TINBER RAILING, RAILING POSTS, TIMBER DECK AND 3X8 TIMBER BOARDS ON PRESTRESSED BEAMS SPECIES SHALL BE IPE WOOD.

Fb = 4.100 PSI E = 3.010.000 PSI

5. EAST SIDE BOARDWALK:

TIMBER BEAM SPECIES (2x12 STRINGERS AND 3X12 PILE CAP BEAMS SHALL BE SOUTHERN PINE DENSE SELECT STRUCTURAL WITH THE FOLLOWING PROPERTIES:

Fb = 2050 PSI (MIN.) E = 1.900.000 PSI

6. WEST SIDE BOARDWALK

TIMBER BEAM SPECIES (2x12 STRINGERS AND 3X12 PILE CAP BEAMS SHALL BE SOUTHERN PINE "DENSE SELECT STRUCTURAL" WITH THE FOLLOWING PROPERTIES:

Fb = 1900 PSI (MIN.) E = 1.700,000 PSI

7. TIMBER PILES:

TIMBER PILE SPECIES SHALL BE SOUTHERN PINE WITH COMMERCIAL GRADE "DENSE SELECT STRUCTURAL" WITH THE FOLLOWING MINIMUM PROPERTIES:

Fb = 1750 PSI Fc = 1100 PSI E = 1,800,000 PSI

- B. ALL PILES SHALL HAVE A MINIMUM 12 INCH BUTT
- 9. SCOURING WAS CONSIDERED IN PILE LENGTH DETERMINATION.

19.RAILING CONNECTION DETAILS

- 1. BOARD TO BOARD CONNECTIONS AT RAILINGS SHALL BE SHIPLAP CONNECTIONS.
- 2 SHOP DRAWINGS FOR RAILINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL

20.PERMITS AND AGREEMENTS

ANY AND ALL CONSTRUCTION MUST ADHERE TO THE RESTRIC TIONS AND LIMITATIONS REQUIRED BY THE PROJECT PERMITS. EASEMENTS. AND AGREEMENTS.

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CITY OF NAPLES

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK

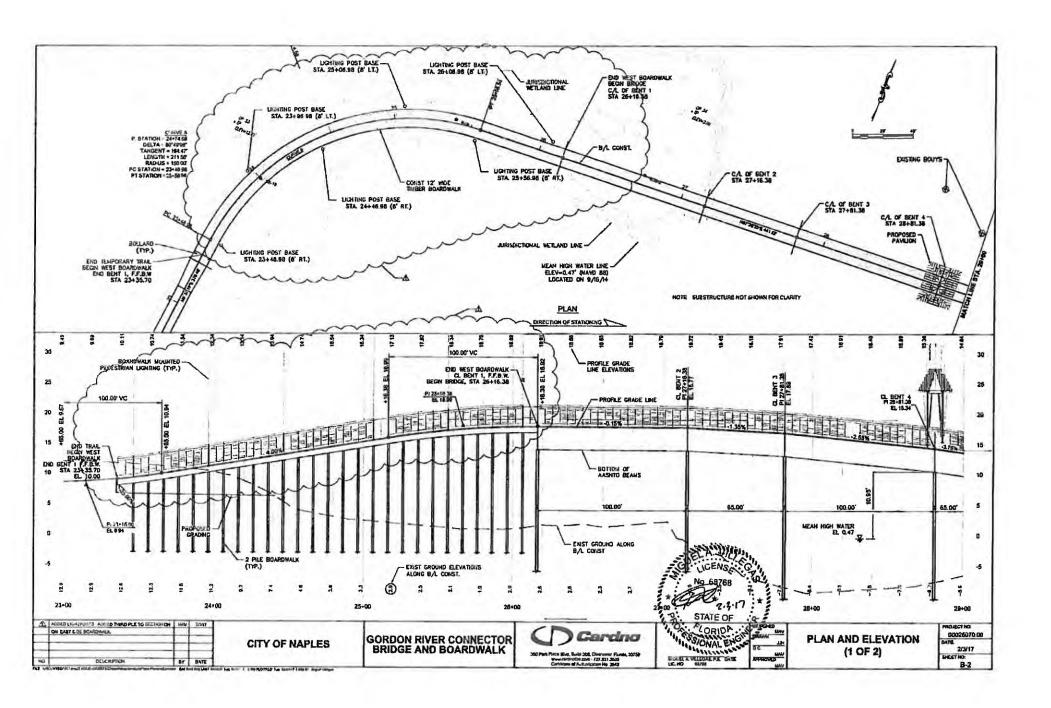


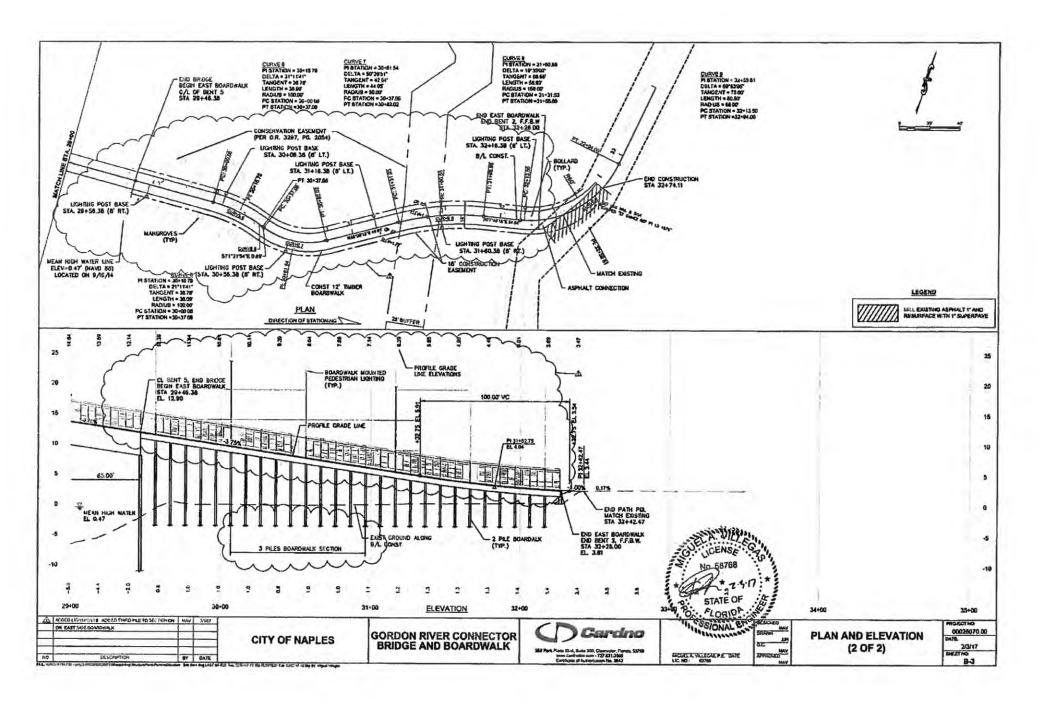
360 Pen Place (Self, Selfs (SE, Charleson, Florida, 25/26) west travelled (Self-277, SS), 3/16

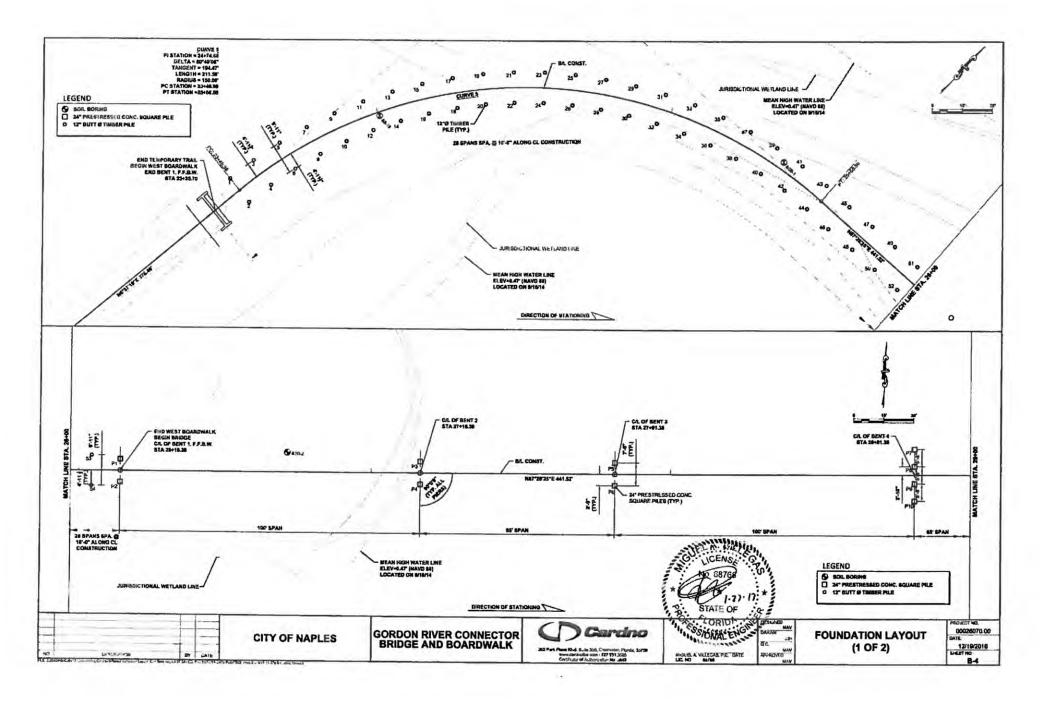
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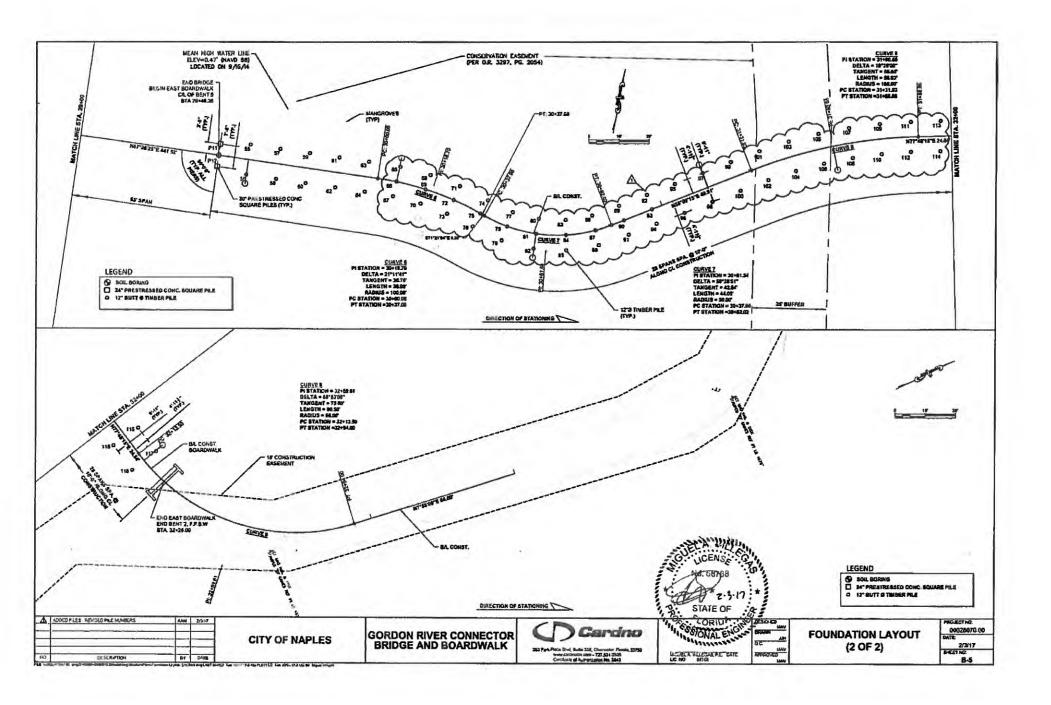
GENERAL NOTES

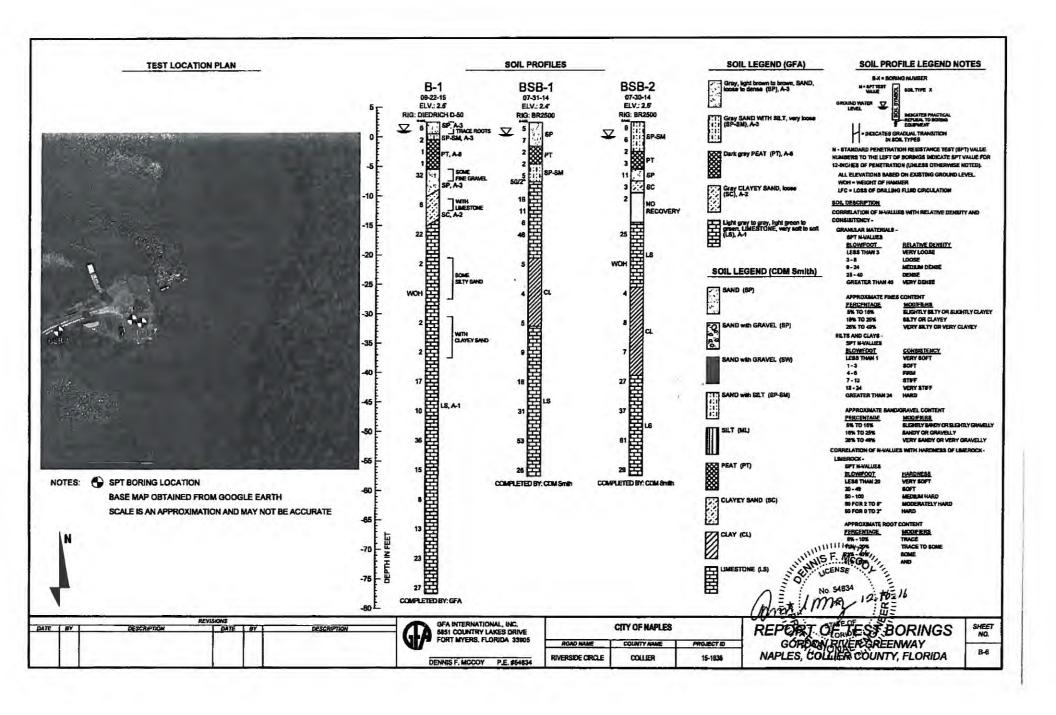
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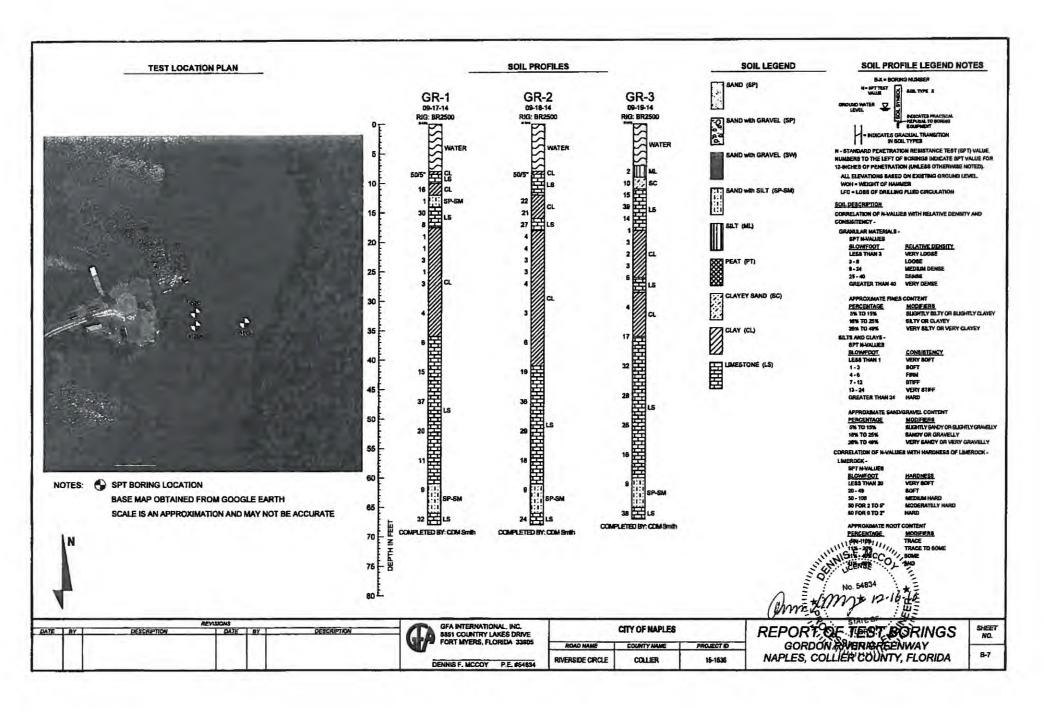


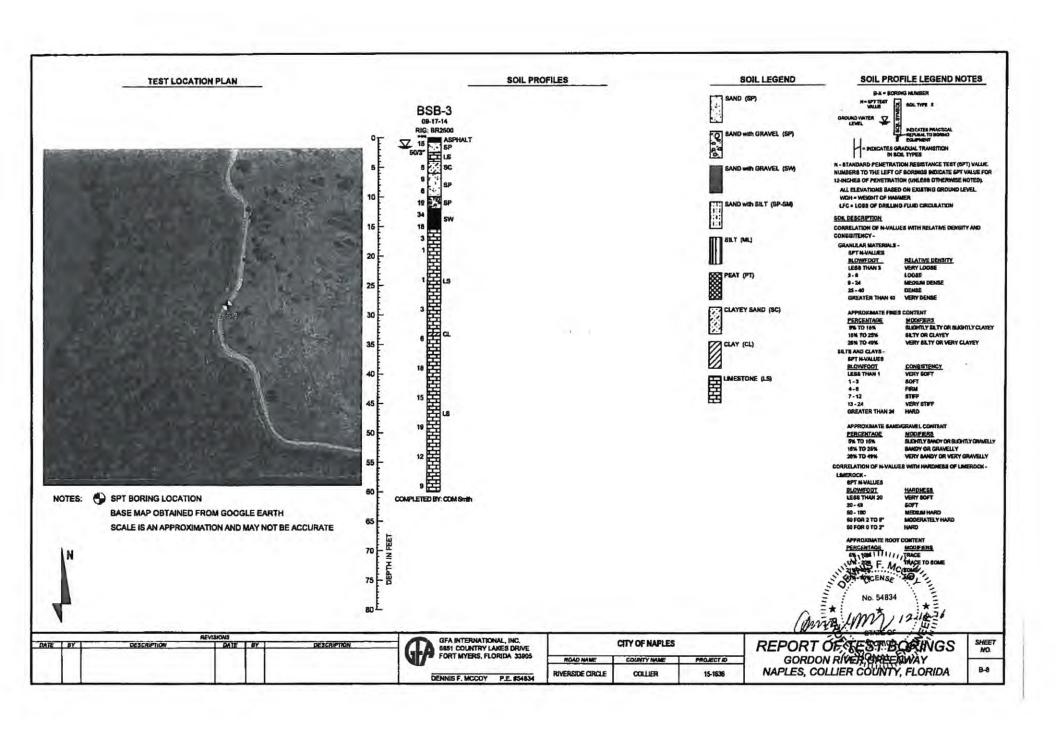












PILE DATA TABLE

		7	-7	DE	SIGN CRITE	RIA			1			Total n .
2	FACTOR DESIGN LOAD	V DO	WIV MG R	TOTAL SCOUR ESISTANCE	NET SCOUR	100-YEAR	- Bar	G W	-	PILE CUT-O	FF ELEVATIONS	Table Date 11/10/2018
1	(fons)	NA	!	(tons)		SCOUR ELEVATION (ft.)	LOWG TERM SCOUR	RESISTANCE FACTOR-0	PILE NO. 1	PILE NO 2	PILE NO. 3	
1	152 152	NA	1	0	0	-5.0 -13.0	N/A	0.65	12.18			PILE NO. 4
	156	N/A N/A	1	0	0	-12.5	N/A	0.65	11.95	12.18 11.95	N/A N/A	NA
	128	N/A N/A		0	0	-12.5 -7.7	N/A N/A	0.85 0.85	8.61	31.12 8.61	N/A 8.61	N/A N/A
	12	NA		1	a	-5.0	N/A	200	6.25	6.25	0.01	8.61

0.85 0 65

REFER TO PILE ELEVATION SHEET

REFER TO PILE ELEVATION SHEET

* 12 INCH MINIMUM BUTT DIAMETER TIMBER PILE.

NOMINAL

BEARING

RESISTANCE

(tons)

210

233

233

240

197

18

PILE

SIZE

(m.)

24

24

24

24

24

12

BENT

NUMBER

West

East

Factorad Design Load + Net Scour Resistence + Down Drag

INSTALLATION CRITERIA

TENSION

RESISTANCE

(tons)

0

0

MINIMUM

TIP

ELEVATION

(1.)

45

45

45

45

45

40

S Nominal Bearing Resistance

PILE

LENGTH

(12)

80

80

80

80

70

70

REQUIRED

JET ELEVATION

(4.)

NA

NA

NA

NA

NA

N/A

NIA

REQUIRED PREFORM ELEVATION

(11.)

-20

-20

-20

-20

-20

-20

.20

TENSION RESISTANCE - The ultimate side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile (Specify only when design requires tension capacity).

(Specify only when design requires tension capacity)

TOTAL SCOUR RESISTANCE - An estimate of the ultimate static side friction
resistance provided by the scourable soil;
resistance provided by the soil froition
required preformed or jetting elevation
to the scour elevation.

to the scour elevation.

100-YEAR SCOUR ELEVATION - Estimated elevation of scour due to the 100 year elevation. TOU-TEAM SCOUR ELEVATION - Estimated elevation of scour due to the 100 year LONG TERM SCOUR ELEVATION - Estimated elevation of scour used in design for extreme event loading.

NOTES:

- 1. Perform dynamic load tests as outlined in the "Embedded Data Collector Dynamic Load Test Requirements" Developmental Specification Section 455. Per Section 455, At least one tested pile must be located approximately every 200 feet of bridge length with a apply for each size and pile type in the bridge except at the end bents.
- 2. GFA recommends Embedded Data Collector (EDC) instrumentation should be implemented in a minimum of one concrete pile per pier. Reter to "Embedded Data Collector and Dynamic Load Test Index 20602.

 Developmental Specification Section 455 and Standard

PILE INSTALLATION MOTES:

-7.7

Contractor to verify location of all utilities prior to any pile driving.

N/A

NA

Minimum Tip Elevation is required for lateral stability.

No jetting will be allowed without the approval of the Engineer.

The Contractor should not anticipate being allowed to jet piles

At each Bent, pile driving is to commence at the center of the Bent and proceed outward.



CITY OF NAPLES

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK

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CALLE ENG! MINE A VALEGAS PE DATE

PILE DATA TABLE

DOG BY GOOD 12-18-7018 B-9

N/A

			BOARDWALK I	PILE	ELEVAT	ON TABL	EVY	ry	VY	N	VV	1
	WEST SIDE	WALK	(EAST SIDE BOARDWALK							
PILE NUMBER	PILE CUT-OFF ELEVATIONS	PILE	PILE CUT-OFF ELEVATION	ÓNS	FILE	PILE CU	T-OFF ELE	VATIONS	PILE	PILE CU	T-OFF ELE	VATIONS
NUMBER		NUMBER		1	NUMBER	LEFT	CENTER	RIGHT	NUMBER	LEFT	CENTER	RIGHT
1-2	10.00	29-30	15.53	1	55-56	12,23		12.23	92-93-94	6.98	6.21	6.98
3-4	10.32	31-32	15.93	(57-58	11.85		11.86	95-96	6.61	-	6.61
5-6	10.73	33-34	16.33	1	59- 6 0	11.48	- 1	11,48	97-98	6.23		6.23
7-8	11.13	35-36	16.41	(61-62	11.11	8 -	11.11	99-100	5.86		5.86
9-10	11.53	37-38	16.79	>	63-64	10.73	-	10.73	101-102	5.21		5.21
11-12	11.93	39-40	17.13	(65-66-67	10.36	9.59	10.36	103-104	4.85	J-3-1	4.85
13-14	12.33	41-42	17.43	>	68-69-70	9.98	9.21	9.98	105-106	4.53		4.53
15-16	12.73	43-44	17.68	(71-72-73	9.61	8.84	9.61	107-108	4.24	-	4.24
17-18	13 13	45-46	17.89	1	74-75-76	9.23	8.46	9.23	109-110	3.97		3.97
19-20	13.53	47-48	18.06		77-78-79	8.86	8.09	8.86	111-112	3.73		3.73
21-22	13.93	49 50	18.19		80 81 82	8.48	7.71	8.48	113-114	3.51	-	3.51
23-24	14.33	51-52	18.28		83-84-85	8.11	7.34	8.11	115-116	3.33	100	3.33
25 26	1473	53-54	18.33	1	85 87 88	7.73	6.96	7.73	117-118	3.17		3.17
27-28	15.13			1	89 90 91	7.36	6.59	7.36				

Δ	MODIFIED TABLE, ADDED ELEVATIONS	IAAN	2/3 17
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NO.	DESCRIPTION	- Ov	DATE

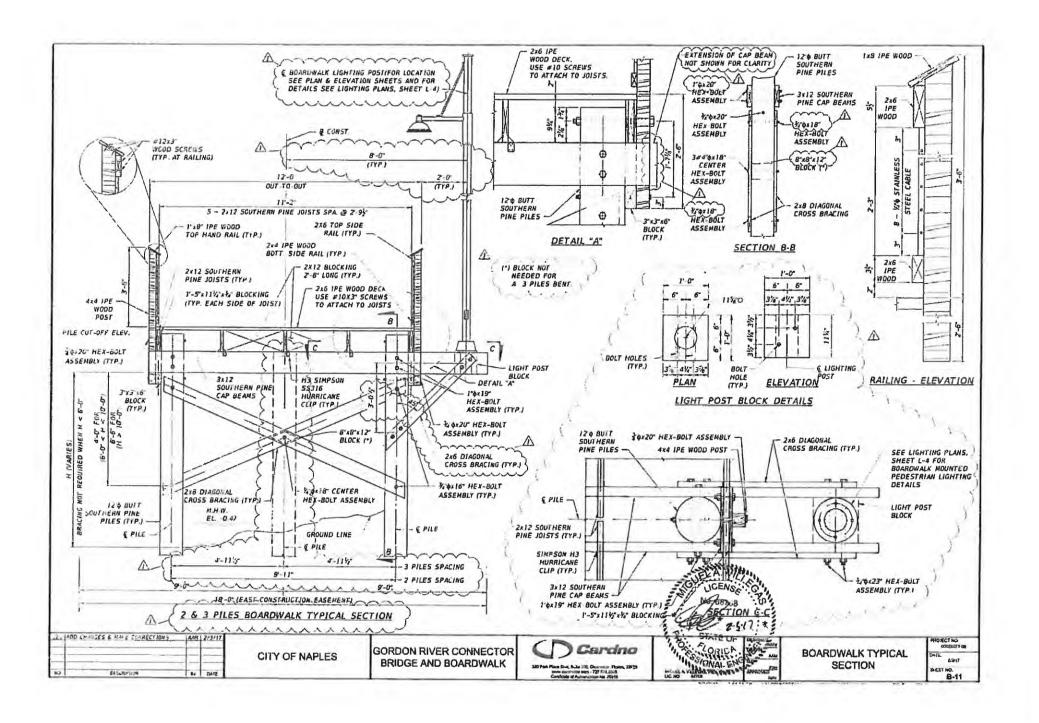
CITY OF NAPLES GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK

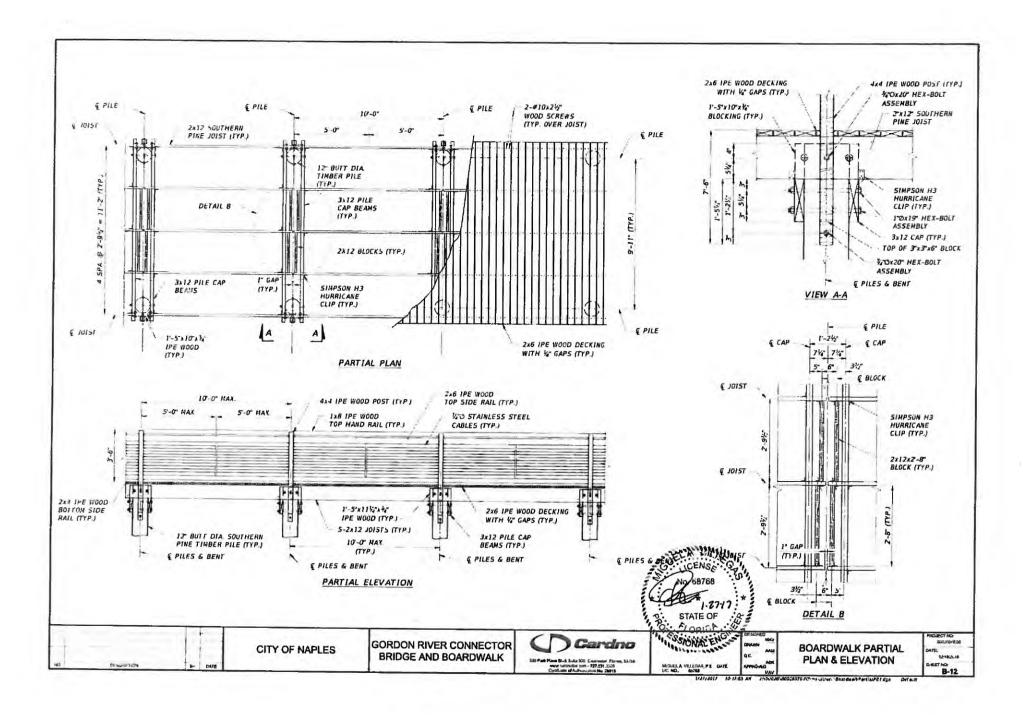


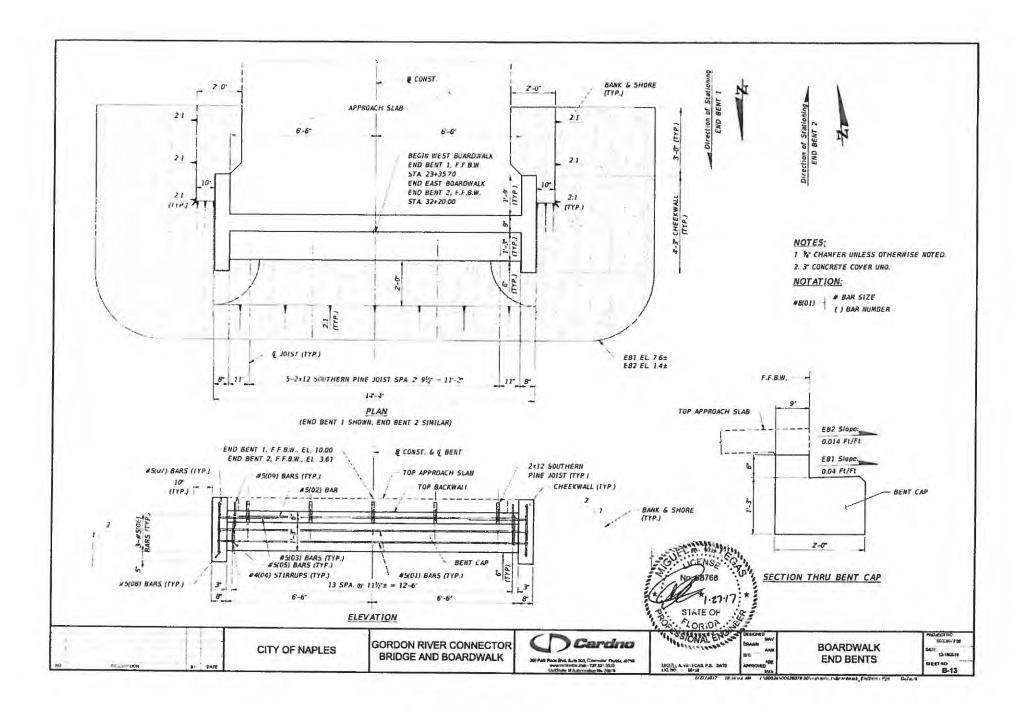
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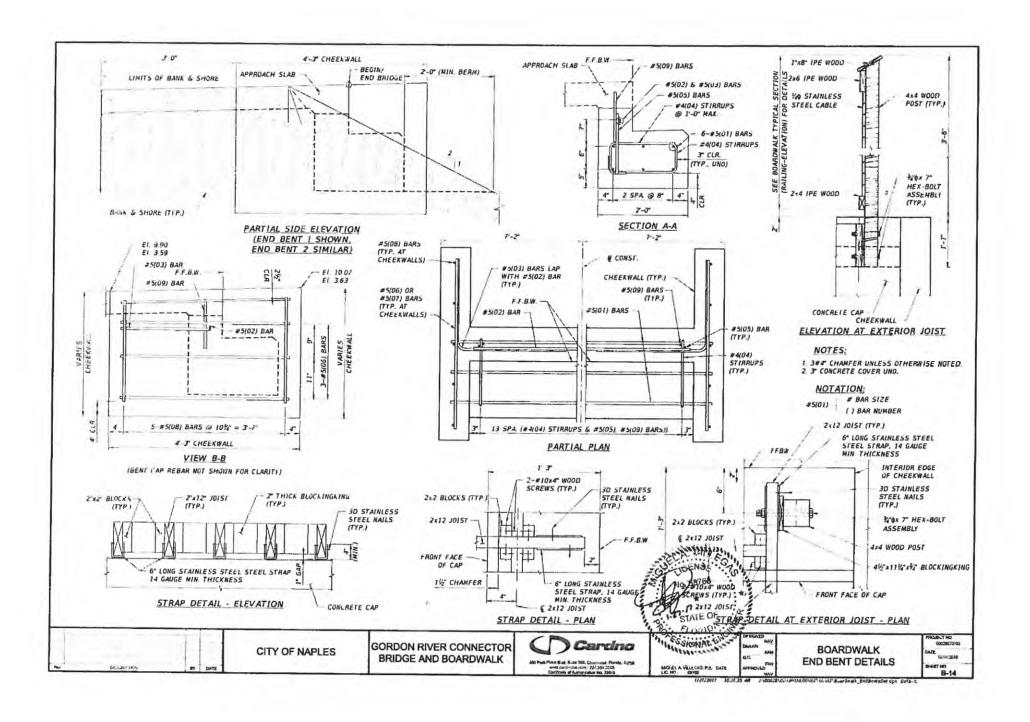
PILE ELEVATION TABLE

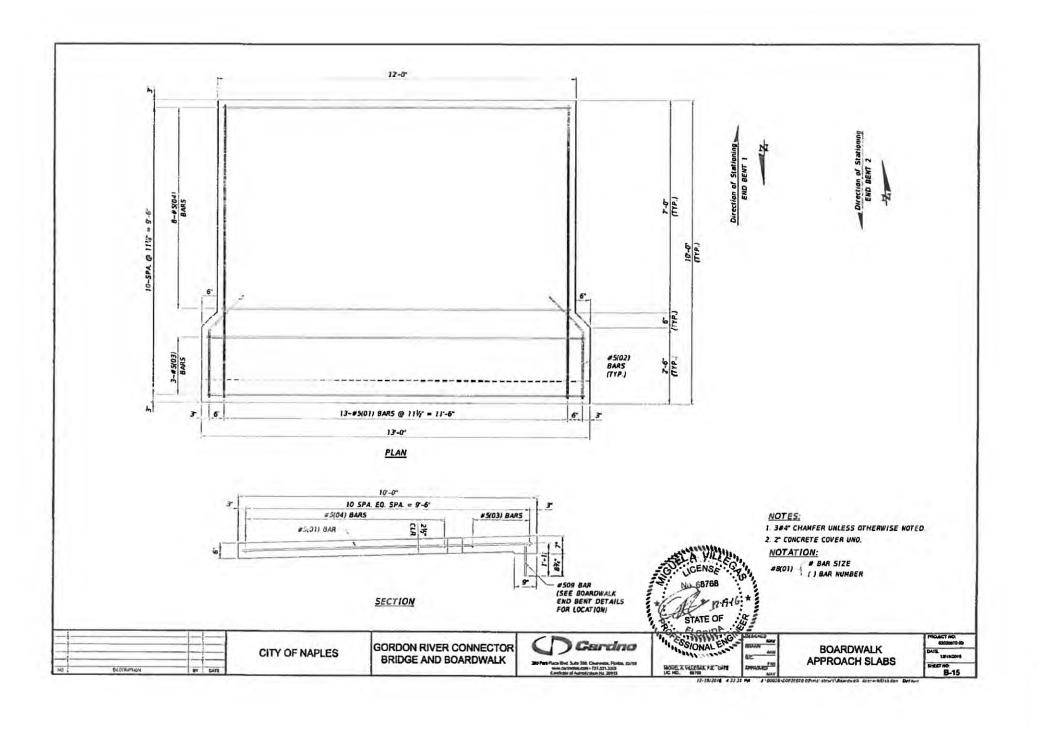
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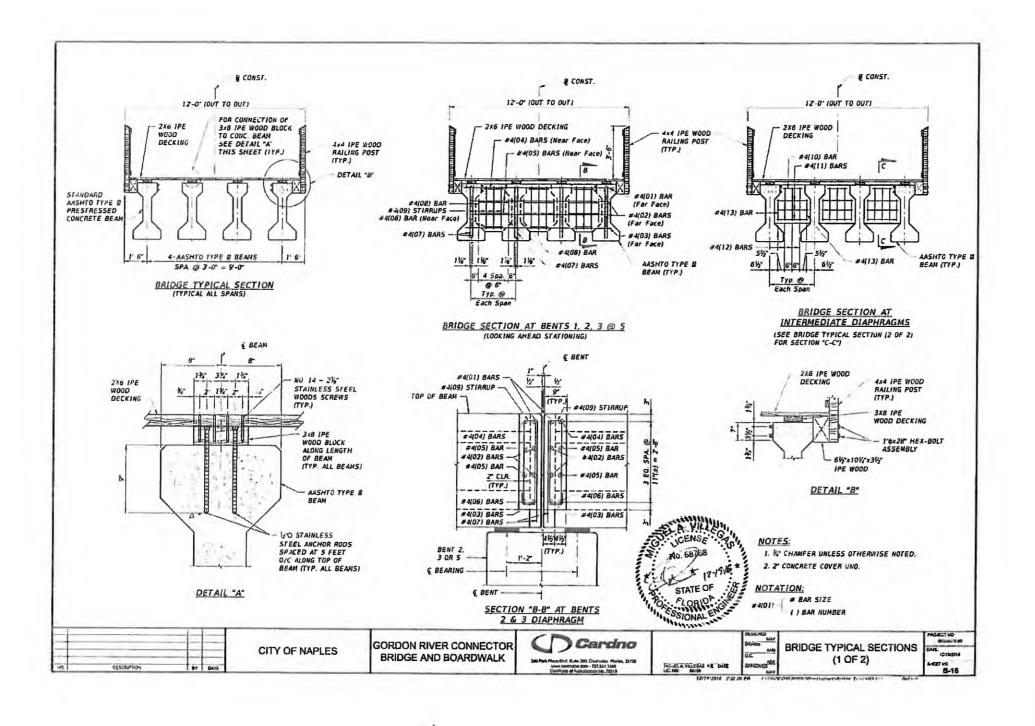


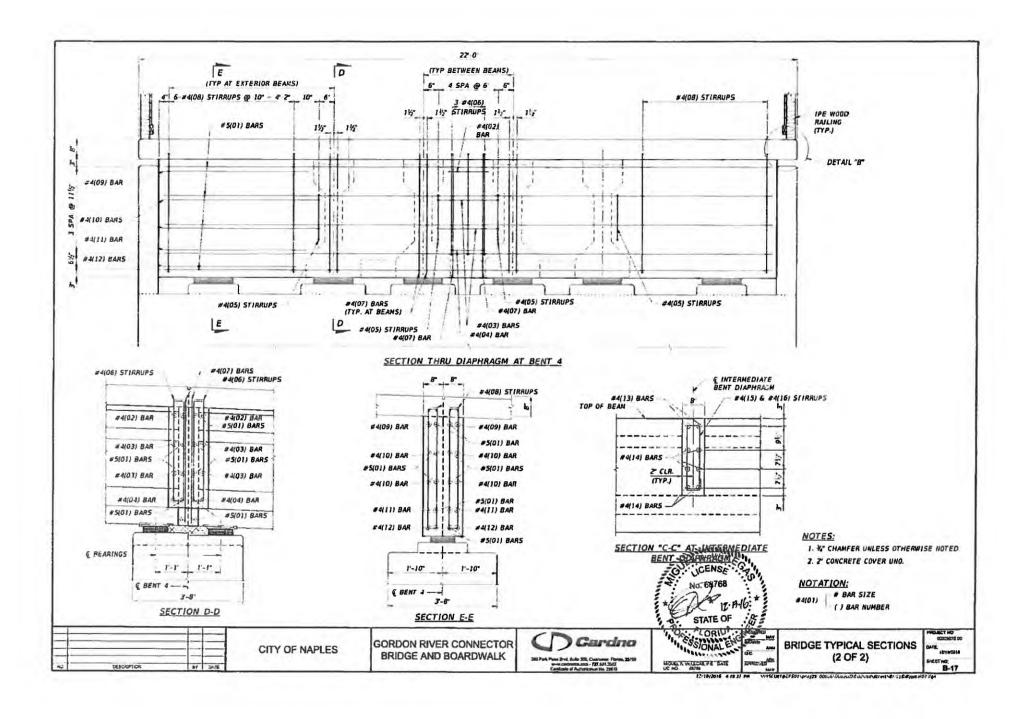


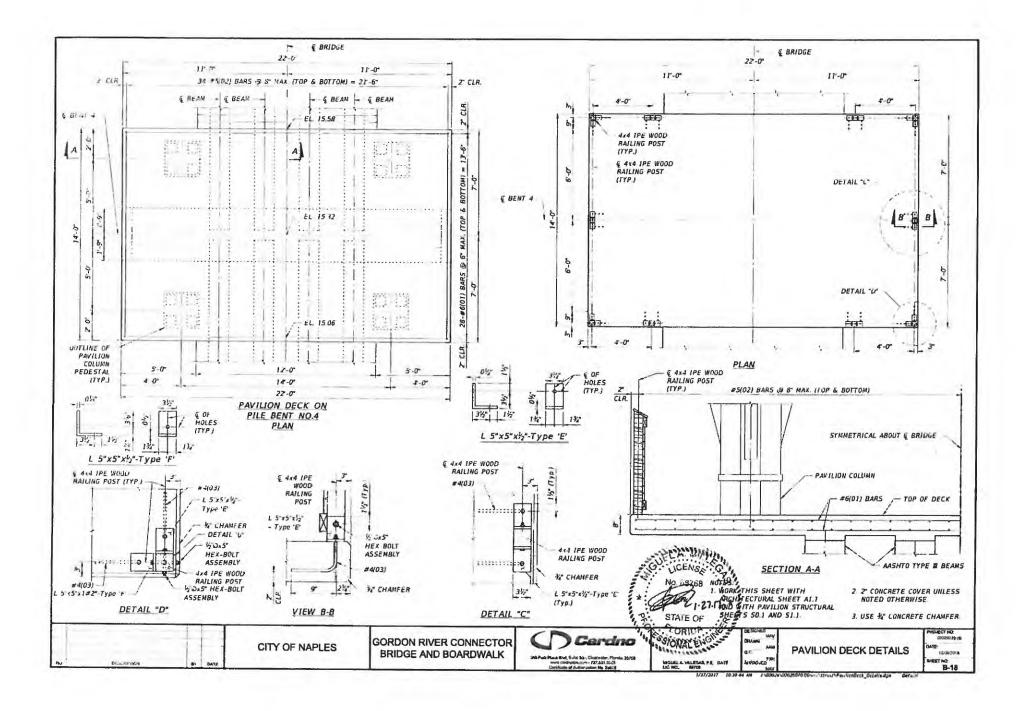


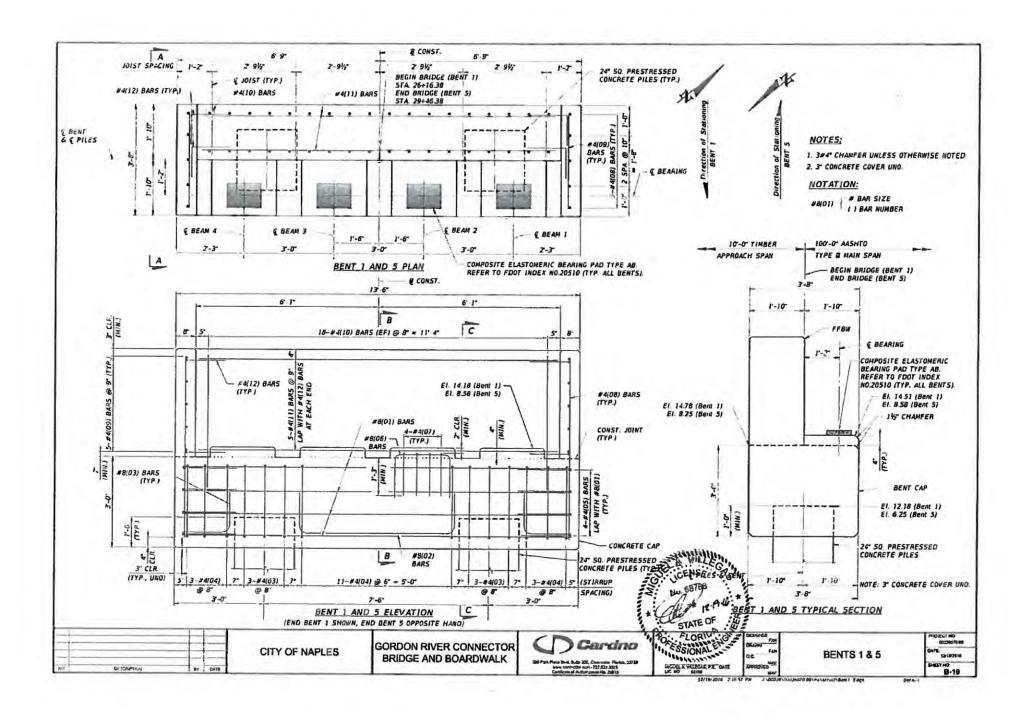


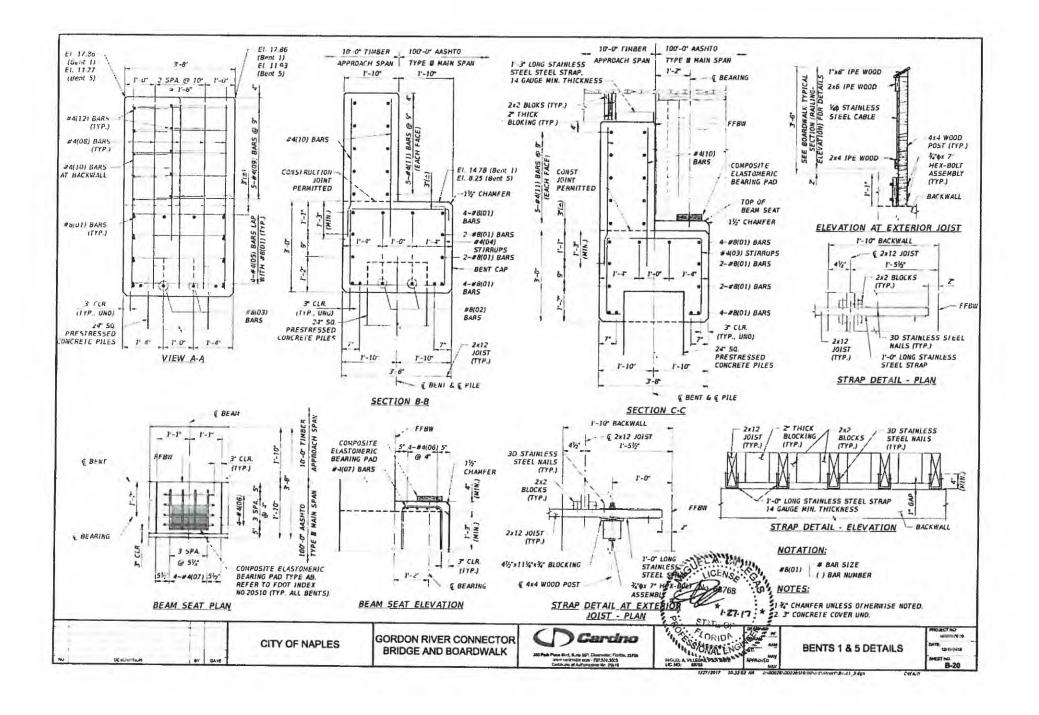


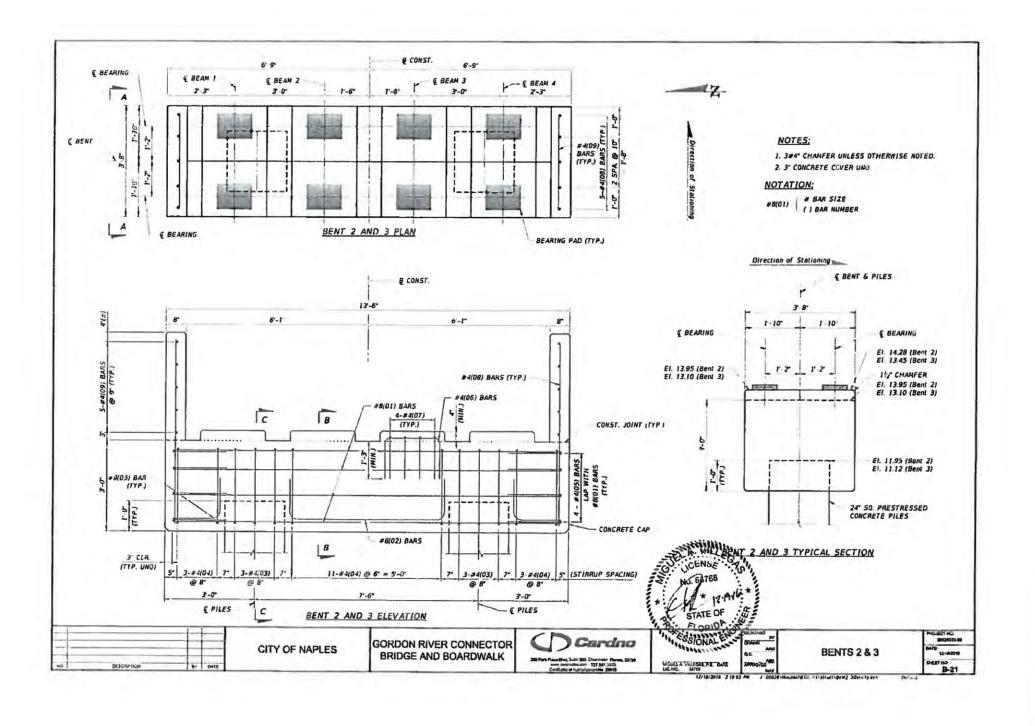


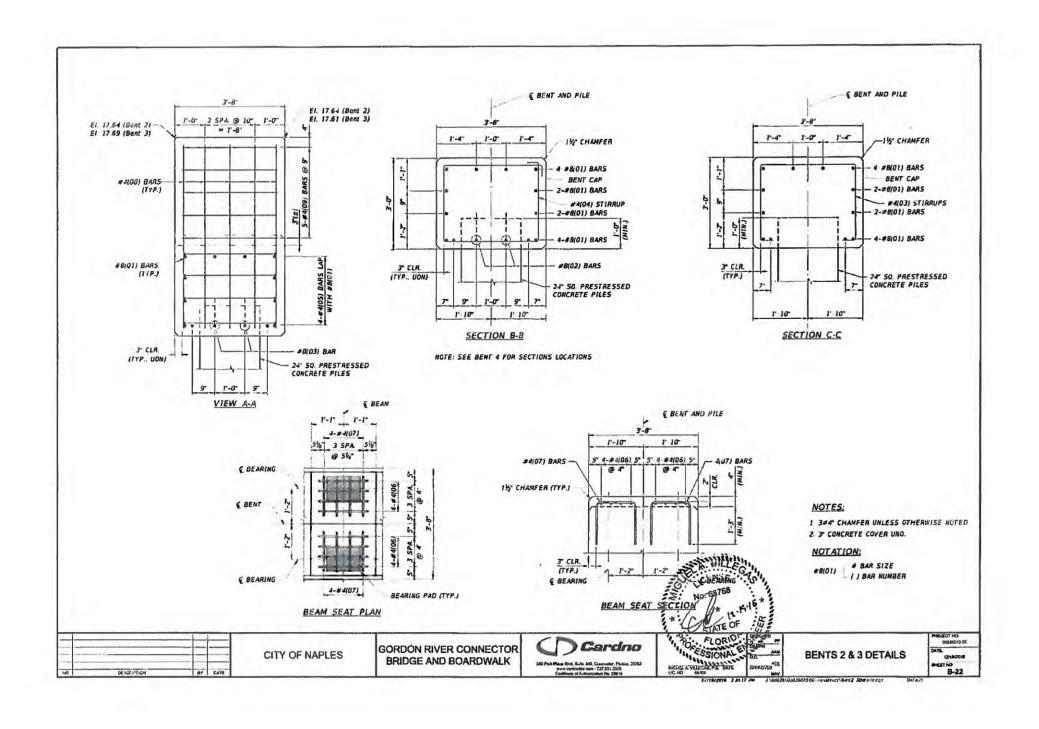


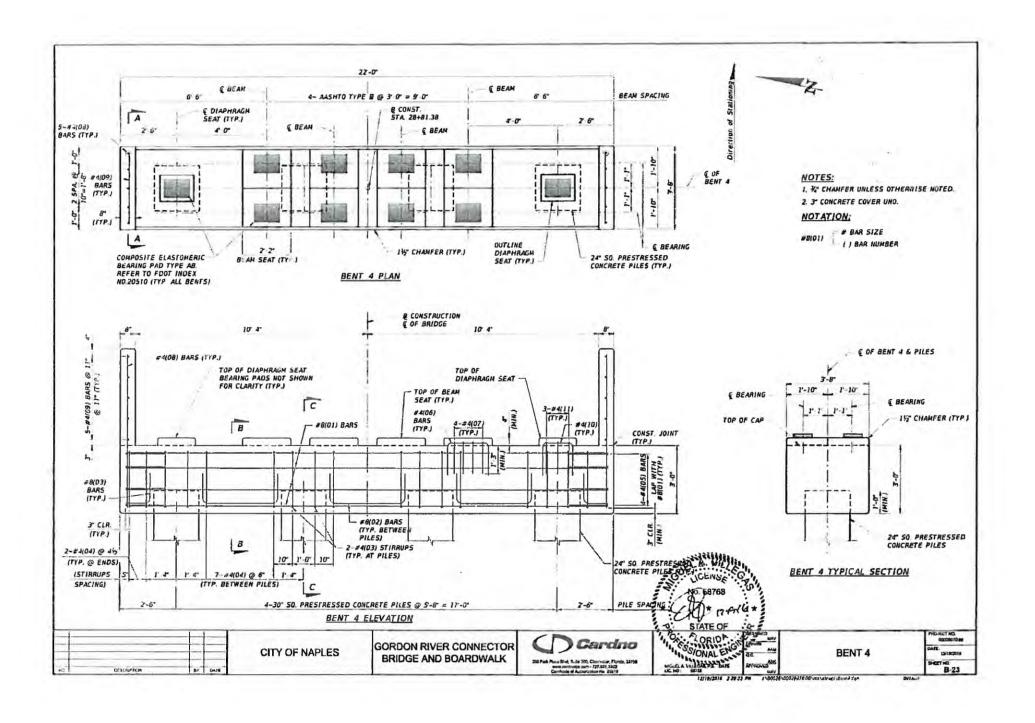


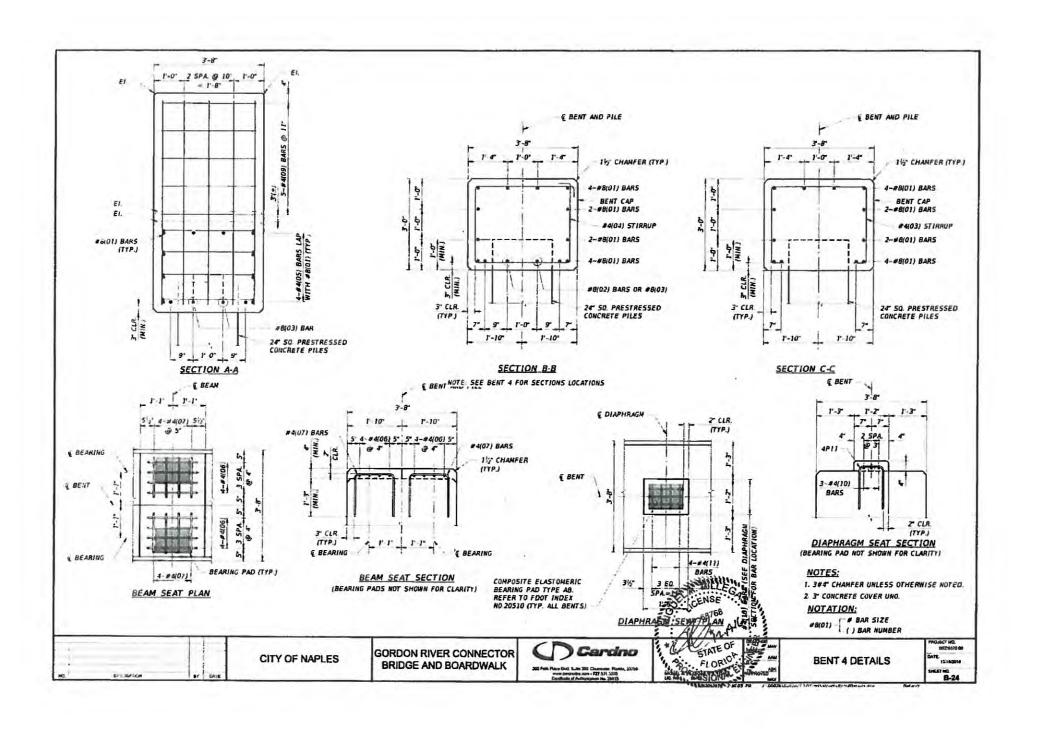




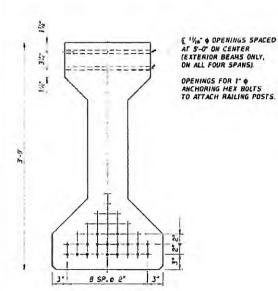








PEDESTRIAN BRIDGE AASHTO TYPE III BEAM - TABLE OF BEAM VARIABLES LOCATION | CONCRETE PROPERTIES STND. | END | PLAN VIEW | BRG PLATE | END OF BEAM & BEARING DIMENSIONS ** REINFORCING STEEL CLASS STRENGTHS (psi) PTRN ELEV. 4K2 NO. OF SPACES BARS 4K2 SPACING BARS 4K2 # DIMENSIONS # 301 CASE MARK ### ANGLE 0 SPAN BEAM DIM P DIM J DIM KI DIM K2 28 Day Release TYPE COND END I END 2 END 1 END 2 END 1 END 2 Length NO. 51 52 53 54 VI V2 V3 V4 DIM L DIM R Length B ND. ND. 5%" 12" 1-6 4"-10" 123 90 0 2 0 0 1'-6" 4'-10" W 6000 4800 3 80-00-00- 80-00-00 01 9" 99'-2" * 2 55 0 51/2 12" 0 a 9" 14" 1/4-1'-6" 4'-10" 4'-10" 87 2 1-4 IV 6000 4800 2 3 90.00.00-90-00:00 0.6" 14" 64'-2" 12" 2 84 D 8/2" 0 ю 0 3 1-4 IV 6000 4800 3 90-00-00- 90-00-00 13" 9" 14" 13" 99'-3" ¥. 1'-6" 4'-10" 1'-6" 4 10" 0 71/4" 12" 0 17 13" 14" * " 1'-5" 4'-10" 4'-10" 1-4 IV 6000 4800 2 3 90.00.00 9" 64'-J"



STRAND TYPE IN 20 STRANDS SEXTERIOR BEAM NO. OR NO. 4 SHOWN)

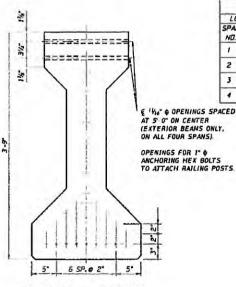
S'RAMO DESCRIPTION USE 0.5' DIAMETER, GRADE 270. LOW RELAXATION STRANDS STRESSED AT 310 KIPS EACH. AREA PER STRAND EQUALS 0.53 SQ. IN.

STRAND PATTERNS

STRAND DEBONDING LEGEND

. - FULLY BONDED STRANDS.

DECOMPTION



STRAND TYPE 2: 7 STRANDS (EXTERIOR BEAM NO.) OR NO. 4 SHOWN)

STRAND DESCRIPTION: USE 0.5" DIAMETER, GRADE 270. LOW RELAXATION STRANDS STRESSED AT 31.0 KIPS EACH. AREA PER STRAND EQUALS 0.153 SQ. IN.

STRAND PATTERNS

STRAND DEBONDING LEGEND

. - FULLY BONDED STRANDS.

				P	EDEST	RIAN	V BRI	DGE						
		AASHT	O TYPE	EAM -	TA	BLE I	OF BE	AM V	ARIA	RES				
LOC	ATION				REII	VFOR	CING 5	TEEL	CONT.					
SPAN	BEAM	31	01	30	02	46	NO. D	F SPAC	ES BA	R5 4K	SPA	CING	BARS	AK I
ND.	NO.	В	Length	B	Length	NO.	51	52	SJ	54	VI	VZ	V3	V4
1	1-4		- 50	- +	-	-	-	-	-		1	-	-	-
2	1-4	- 5-		- 5-		+		<	-	-	-	-	10	
3	1-4	1'-5"	4'-10"	1'-6"	4'-10"	21		SEE A	ASHTI)	TYPE I	H BEA	M DE	TAILS	
1	14	1'-6"	4'-10"	1'-6"	4'-10"	21	1	ELE	VATION	FOR NO	. AND	SPA	ING	

	BU			TION DA	TA TABLE	Table Da	10 02701/13	
LOCATION REQUIRED THEORETICAL BUILD-UP OVER Q BEAM					NET BEAM CAMBER	DEAD LOAD DEFLECTION	BUILD-UP	
SPAN NO.	BEAM NO.	AT BEGIN SPAN DIM B	AT Q SPAN DIM C	AT END SPAN DIM D	(PRESTRESS - DEAD LOAD OF BEAM) @ 120 DAYS	DURING DECK POUR @ 120 DAYS DIM A	NO.	
1	1-4	136"	1"	136"	%"	K**	1	
2	1-4	216"	1"	214"	11/4"	%"	1	
3	1-4	136"	l"	1%"	36"	14"	1	
4	1-4	34"	1"	14"	13/4"	16"	1	

NUTES:

- I WORK THIS SHEET WITH FOOT 2010 DESIGN STANDARDS INDEX NOS. 2010 AND 20130.
- 2. WURK THIS SHEET WITH FOOT 2016 DESIGN STANDARDS INDEX NOS. 20199.

DIMENSION NOTES

* ALL LONGITUDINAL BEAM DIMENSIONS SHOWN ON THIS SHEET WITH A SINGLE ASTERISK (*) ARE MEASURED ALONG THE TOP OF BEAM AT THE CENTERLINE OF BEAM.

GENSE OF ARE WEASURED ALONG THE BUTTOM OF THE BEAM.

NO BERTON BEARING PLATES

MARK INDICATES BEVELED BEARING PLATE AND
MIGEODED BEARING PLATE REQUIRED. SEE
BOEK NO. 2050I FOR DETAILS.

STATE OF

SONAL ENGINEER OF BRIDE OF BRI

PRESTRESSED BEAM DETAILS

PACENT NO: 00020070-05

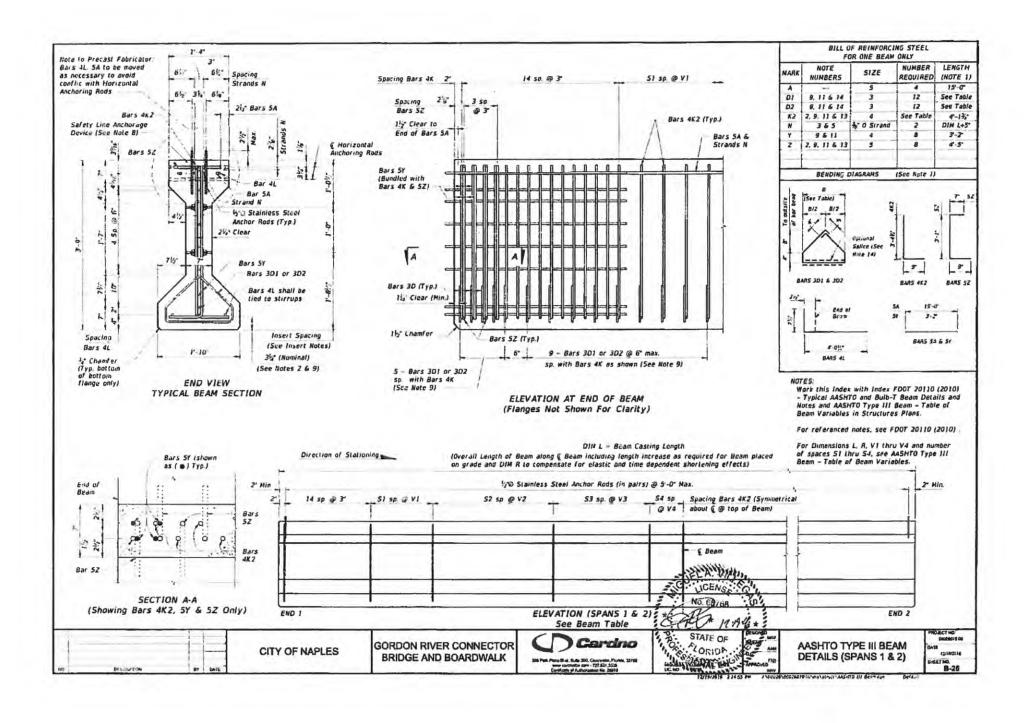
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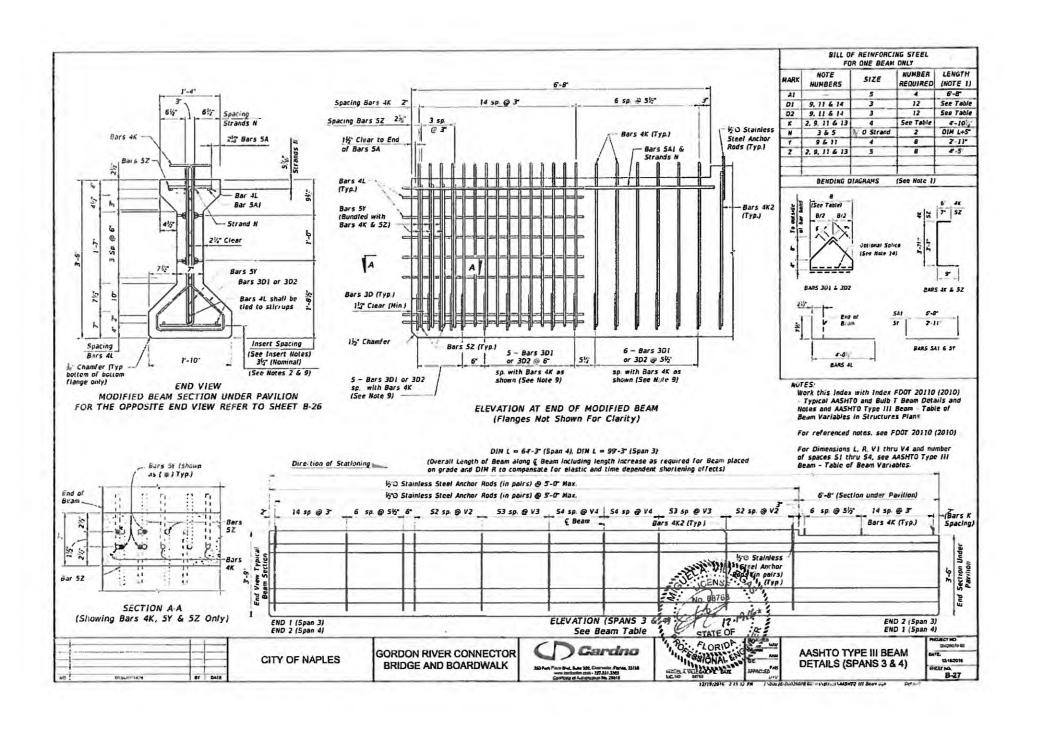
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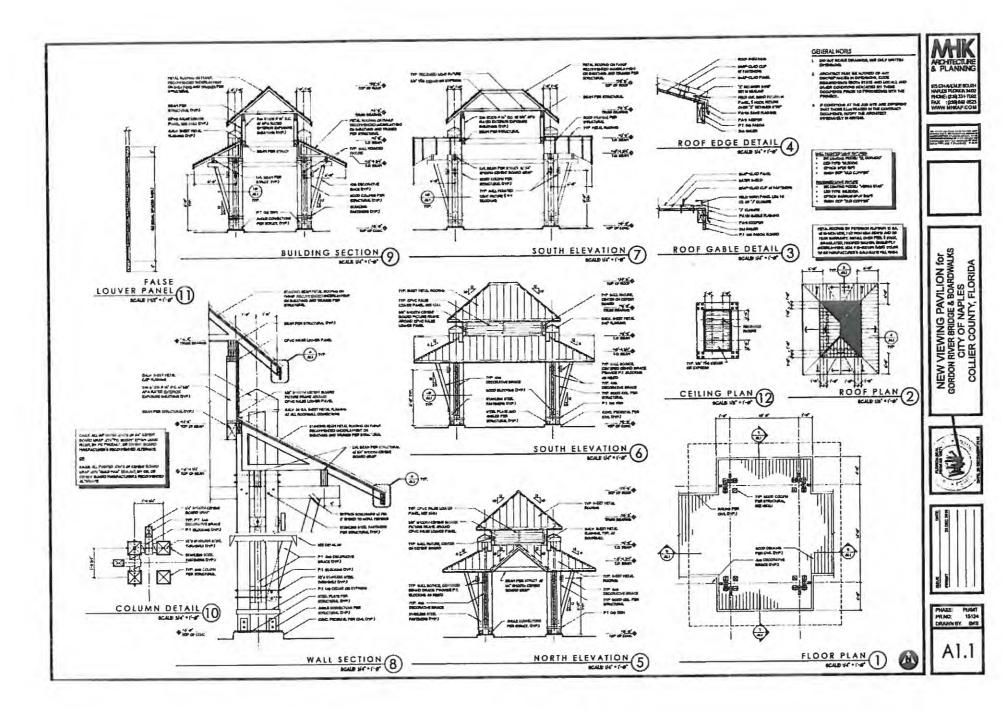
CITY OF NAPLES

GORDON RIVER CONNECTOR BRIDGE AND BOARDWALK









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	100	234	235	615	5/0	
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	14	3-54	4.54	1,140	1005	
	ata	3	3-14	10-0	1,185	
(17)	3 1/5	5	4-3/4	1,920	1.250	
	+1/2		612	2150	1,550	
	2-44	414	3:4	1,640	1100	
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	\$-19	4-14	7-34	2,140	2740	
	332	7-12	4-25	2,790	362,	
7		7.10	7	1.775	120	54
	B-1M	7.47	9-1/7	3 (6)	4517	
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Minimum Fas Requirement Multi-Ply LVL	nts for			
Factorier Type	LVL Depty	214	3-64	4 ply
10d tinte	1-17-16-14	Jmms @ 12 a.c.	Smes (Fac (ES)	14
400 (4 648)	4216	28.21 6 tutt 1	4 ma 2 12 ac. (E3)	-
16c Dale	717 4:14	2 roms @ 12 u.c.	2 rows @ 12 a.c.(£5)	-
100-100	da 16"	J.Des & IT B.C.	3 mms @ 12" d.r (ES)	-
14'e Thru Buls		2 runs @ 24 a.c.	2 rues @ 18" a.a. (ES)	
202 nc x3-15.	0.53	2 mm @ 24" o.c.	2 rures ⊕ ?+" e.c. (E.S.)	2 Kent @ 24" 8 C. [E3]
605 14° s 8"	4:7-14	-		2 mms 2 24" o c. ((.5)
P Trustick	1	-	2 20 45 @ 84" C.C.(ES)	
6"Trustok	1	-	-	2 roms @ 24" n c. (E.S.)

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& TRUSTON			- 1		_				2104	affice prife
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Fastener (Multi-Ply I				tor				-		٠
Factorer Type	A		1		-	0	-	-6		
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100 & 16d Kidd	2	7	8"		12"	3		ficie		
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COM University Dr. 3to 4672 Fart Myers, Rooks 33307 Tale (230-267-7432 Cal (729)-787-7870 Fee: (200-267-8704) English of Markethine con Driving Street First Trans Cap States

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ATLAS DESIGN &

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PROLIFCT INFORMATION

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GORDON RIVER BRIDGE PAVILION

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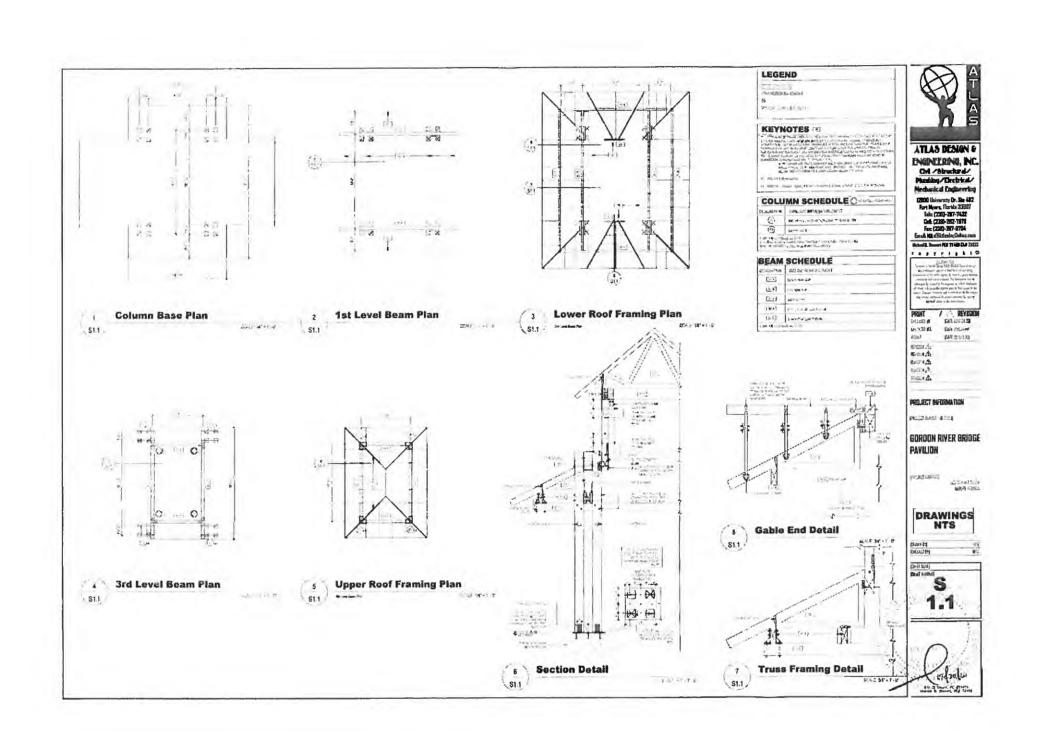
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1. STAINLESS STEEL CABLE RAILINGS SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. RailEasy™ Cable Railing: Pre-engineered, component-based, horizontal cable infill and natural IPE wood as shown on contract plans and as specified in section 2 of this Technical Special Provisions.

1.2 RELATED SECTIONS

- A. Section 03 30 00 Cast-in-Place Concrete.
- B. Section 06 20 00 Finish Carpentry.
- C. Section 06 43 13 Wood Stairs.

1.3 REFERENCES

- ASTM E 985 Standard Specification for Permanent Metal Railing Systems and Rails for Buildings.
- B. ASTM A 276 Stainless Steel Bars and Shapes.
- C. ASTM A 314 Stainless Steel Billets and Bars for Forging.
- D. ASTM A 492 Standard Specification for Stainless Steel Rope Wire.
- E. ASTM A 554 Welded Stainless Steel Mechanical Tubing.
- F. ASTM A 582 Free-Machining Stainless and Heat-Resisting Steel Bars.
- G. ANSI A 1264.1 Safety Requirements for Workplace Floor and Wall Openings, Stairs, and Railing Systems.
- H. ANSI/ASCE 7 Minimum Design Loads for Buildings and Other Structures.
- 29 CFR 1910.23 Guarding floor and wall openings; Occupational Safety and Health Administration.
- J: BOCA National Building Code; Building Officials and Code Administrators International, Inc.
- K. ICBO Uniform Building Code; International Conference of Building Officials.
- L. SBCCI Standard Building Code; Southern Building Code Congress International, Inc.
- M. ICC International Code Council (2003 International Codes).

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide handrails and railings systems, including top rail, bottom rail, end posts, intermediate posts, cables, and cable hardware capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors and connections in conformance with applicable codes:

- 1. Top Rail of Guards: Shall withstand the following loads:
 - a. Concentrated load of 200 lbf (0.89kN) applied at any point and in any direction.
 - Uniform load of 50 lbf-ft (0.07kN-m) applied horizontally and concurrently with uniform load of 100 lbf-ft (0.14kN-m) applied vertically downward.
 - Concentrated and uniform loads above need not be assumed to act concurrently.
- 2. Hand rails Not Serving As Top Rails: Shall withstand the following loads:
 - a. Concentrated load of 200 lbf (0.89 kN) applied at any point and in any direction.
 - b. Uniform load of 50 lbf-ft (0.07kN-m) applied in any direction
 - Concentrated and uniform loads above need not be assumed to act concurrently.
- 3. Guard Infill Area: Shall withstand the following loads:
 - a. Concentrated horizontal load of 200 lbf (0.89 kN) applied to 1 sq ft at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area. Loads need not be assumed to act concurrently with loads on top rails in determining stress on guard.
- B. Corrosion Resistance: Separate incompatible materials to prevent galvanic corrosion.

1.5 SUBMITTALS

- Product Data: Manufacturer's data sheets on each product to be used, including:
 - Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - Installation instructions and methods.
 - 4. Description of materials, components, fabrication, and finishes.
 - Structural test reports provided by the manufacturer evidencing compliance with the specifications.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans, elevations, sections, and details, indicating materials, components, sizes, dimensions, tolerances, hardware, finishes, options, accessories, and installation. Show details of attaching railing system to supports.
- C. Verification Samples: For each finish product specified, two samples, adequate in size, representing actual product, workmanship, and finishes.
 - Railing frame components.
 - 2. Cables.
 - 3. Cable hardware.
- Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Maintenance Instructions: Submit manufacturer's maintenance and cleaning instructions.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Manufacturer's trained installers or an installer acceptable to the manufacturer

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

- B. Store products in clean, dry area indoors until ready for installation. Store materials in accordance with manufacturer's instructions.
- Protect materials and finish from damage during handling and installation.

1.8 SEQUENCING

- A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.
- B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- Verify actual openings by field measurements before fabrication; show recorded measurements on shop drawings.
- Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.10 PRE-INSTALLATION MEETING

- A. Convene a pre-installation meeting approximately two weeks before start of fabrication of railing frame components and construction of railing frame component mounting surfaces. Require attendance of parties directly affecting work of this section, including Contractor, Architect and Installer. Review the following:
 - Specific method of installation of components into mounting surfaces.
 - 2. Installation, adjusting, cleaning, and protection of railing system.
 - Coordination with other work.

1.11 COORDINATION

 Coordinate Work with other operations and installation of adjacent materials to avoid damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Atlantis Rail or approved equal. Atlantis Rail is located at: 70 Armstrong Rd.; Plymouth, MA 02360; Toll Free Tel: 800-541-6829; Tel: 508-732-9191; Fax: 508-732-9798; Email: info@atlantisrail.com; Web:www.atlantisrail.com
- B. Requests for substitutions will be considered in accordance with Product Requirements.

2.2 MATERIALS

- Stainless Steel Structural Tubing: ASTM A 554, Type 316, minimum tensile strength 70,000 psi; 2 inch (50 mm) diameter.
- B. Wire Rope: ASTM A 492, Type 316 stainless steel wire; 5/32 inch (4 mm) diameter, 1x19 configuration, conforming to dimensional properties specified in MIL-W-87161.

C. Wood Railing Frame Components: IPE wood as shown on contract plans; and as specified in section 1 of this Technical Special Provisions.

2.3 ORNAMENTAL RAILING SYSTEM

- A. RailEasy™ Cable Railing System: Pre-engineered, component-based, horizontal cable infill and natural IPE wood as shown on contract plans and as specified in section 1 of this Technical Special Provisions.
- B. Wood Railing Frame Components: IPE wood as shown on contract plans; and as specified in section 1 of this Technical Special Provisions.
- C. Wire Rope: ASTM A 492, Type 316 stainless steel wire; 5/32 inch (4 mm) diameter, 1x19 configuration, conforming to dimensional properties specified in MIL-W-87161.
 - Orientation: Horizontal.
 - b. Spacing: 3 inches (76 mm) O.C.
 - c. Finish: Passivated.
 - d. Tensioner Assemblies: RailEasy™ stainless steel tensioners with mechanical swaging capability. Slotted base has capability of making up to 45 degree angles.
 - e. Orientation: Vertical.
 - f. Spacing: 4 inches (102 mm) OC.

2.4 FABRICATION:

- Fabricate systems in accord with approved shop drawings and the manufacturer's instructions.
- B. Preassemble items in shop to greatest extent practicable to minimize assembly at project site. Disassemble units only to extent necessary for shipping and handling limitations. Mark units for reassembly.
- C. Field connections may be done using manufacturer's recommended methods.
- Coordinate fabrication of railing system components.

PART 3 EXECUTION

3.1 EXAMINATION

- Do not begin installation until substrates have been properly prepared.
- Verify field measurements are acceptable to suit stair assembly tolerances.
- Verify supports and anchors are correctly positioned.
- If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Take field measurements after permanent end terminations are in place and prior to preparation of shop drawings and fabrication, to ensure fitting of work.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the

best result for the substrate under the project conditions.

Coordinate installation of railing system components.

3.3 INSTALLATION

- A. Install railing system in accordance with manufacturer's instructions.
- Install railing system plumb, level, square, true to line, and rigid.
- Ensure that wire ropes are parallel to each other, free of kinks, sags or other defects, and clean.
- D. Attach railing system securely in place using fasteners supplied or approved by manufacturer. Embedded anchor plates and supporting steel shall be provided by another trade and coordinated with the railing supplier.
- Attach railing system to supports approved by manufacturer.
- F. Use manufacturer's supplied hardware.
- G. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by the City of Naples.
- H. Remove and replace defective or damaged components that cannot be successfully repaired as determined by City of Naples.

3.4 CLEANING

- Remove temporary coverings and protection of adjacent work areas.
- Clean railing system promptly after installation in accordance with manufacturer's instructions.
- C. Do not use harsh cleaning materials or methods that would damage glass or finish.
- D. Do not use abrasive cleaners.

3.5 PROTECTION

- Protect installed products until completion of project.
- Replace defective or damaged components as directed by Architect.
- Touch-up, repair or replace damaged products before Substantial Completion.

3.6 METHOD OF PAYMENT

A. The pay quantities for the work specified in this Section shall be the number of lineal feet of boardwalk railing and bridge railing including the railing around the perimeter of the Pavilion, actually constructed and accepted. Payment for this quantity shall constitute full compensation for all work specified under this Section.

IPE Wood

PART 1 - GENERAL

SUMMARY

- Provide labor, materials and equipment necessary to complete the work of this Section, including the following:
 - 1) IPE Wood for the following applications:
 - a) Boardwalk deck
 - b) Main bridge deck
 - c) Boardwalk railing boards and railing posts
 - d) Main bridge railing boards and railing posts
 - e) Pavilion railing boards and railing posts
- b. Reference Standards: Comply with applicable requirements of the following:
 - ASTM D143 Standard Test Methods for Small Clear Specimens of Timber.
 - ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3) U.S. Lacey Act.
 - 4) U.S. Buy American Act.

SUBMITTALS

- a. Product Literature: Manufacturer's product literature describing all components. Include installation recommendations and instructions.
- b. Verification Samples: For IPE decking and railing boards and posts.
- c. Certificate of Compliance, Green By Nature: Controlled Wood, Chain of Custody, Life Cycle Impact and Due Care Policies and Procedures. Submit Vendor documented, comprehensive and verifiable Policies and Procedures outlining step by step a process of verification and accountability related to Environmental Compliance Submittals.
- d. Certificate of Compliance, Green by Nature: Submit a certificate confirming compliance with "Green By Nature – Controlled Wood, Chain of Custody, Verification of Legal Origin, Verification of Legal Compliance, Life Cycle Impact, CITES, Buy American Act and U.S. Lacey Act "Due Care" Environmental Compliance.
 - Certificate of Compliance, Verification of Legal Origin / Verification of Legal Compliance.: Submit Third Party Environmental NGO confirming audit of legal chain of custody and legal compliance from harvest source to importer as verification of U.S. Lacey Act Due Care Compliance.
- e. USGBC LEED Submittals Only, Certified Wood: Submit chain-of-custody certificates signed by manufacturer certifying that wood products comply with LEED forest certification and chain-ofcustody requirements. Include evidence that mill and fabricator is certified for chain-of-custody or that outsourcing agreements are in place approved by an FSC-accredited certification body. Include statement indicating costs for each certified wood product.

- f. Certificates of Compliance. Submit documentation of the following:
 - Certificate of Compliance "Inspection": A vendor certificate confirming product compliance with grade and quality requirements.
 - Certificate of Compliance "Technical": A vendor certificate confirming product compliance with minimum specified Physical, Mechanical and Technical performance requirements as defined by the specification.
 - MSDS (Material Safety Data Sheet) Submit a Material Safety and Data Sheet for the wood products supplied on the project.

QUALITY ASSURANCE

- a. Manufacturer/Vendor Qualifications: Products covered under this Section shall be supplied by a single manufacturer/vendor unless otherwise specified with a minimum of fifteen years proven production or supply experience.
- Installer Qualifications: Installer shall have a minimum of three years proven construction experience and be capable of estimating and building from drawings and details, determining elevations, in addition to proper material handling.
- Pre-installation Conference: Conduct conference at Project site to comply with requirements.

4. DELIVERY, STORAGE, AND HANDLING

- a. Protect materials during shipment, storage and construction against damage. If material is air dried, stickers of a minimum of 10mm shall be placed between each layer of boards when packed. If material is kiln dried, material shall be dense packed and wrapped.
- All units shall be individually strapped to wood pallets or blocking of a minimum thickness to allow the egress of lift forks using high strength strapping with a minimum of 4 straps per crate.
- c. Store a minimum of 4 inches off the ground in a dry location and cover with polyethylene to protect from contact with materials which would cause staining or discoloration.

PART 4 PRODUCTS

Manufacturer

- a. Basis-of-Design: Iron Woods™ Ipe, Tabebuia spp. Lapacho Group species by Timber Holdings USA LLC, Tel 888-932-9663, www.ironwoods.com or approved equal.
 - 1) Moisture Content:
 - Air Dried, moisture content of 18 to 25 percent; all dimensions when net thickness is over 1 inch.
 - Kiln Dried, moisture content of 12 to 18 percent; all dimensions when net thickness is 1 inch or less.
 - Surface:
 - S4S (surfaced four sides), E4E (eased four edges). Edges shall be eased to a radius of 1/8 inch.

- b) Rough Sawn. Edges shall be square.
- c) Custom profiled. Profiles shall be as per plans and specifications.
- 3) Dimensions on Drawings: Nominal and Actual Size shall be listed.
- 4) Length:
 - a) Lumber shall be supplied over specified length for final fit in the field.
 - b) Lumber shall be supplied precision trimmed to specified lengths only when specified in writing.
- 5) Dimensional Tolerance: Plus or minus 0.125 inch in width and 0.0625 in thickness, measured at 25 percent moisture content.
- 6) End Coating: Supply lumber with ends sealed with Anchorseal", Paraffin "Or Equal" wax end sealer. Lumber shall be resealed after cutting to reduce end splits.
- Grade Option/Requirements: Iron Woods or approved equal Premium Select structural Grade (First 4 Faces 4 Edges) Inspected and Hand Selected for Serviceable appearance on 4 faces and 4 Edges (reversible).
 - 1) Grading Face, Back Face, and Edges Clear All Heart.
 - a) Include Appearance characteristics.
 - b) Include Physical characteristics which can be removed using normal installation methods, tools, or sanding.
 - c) Exclude Sound defects.
 - d) Exclude Unsound defects.
 - e) Exclude Milling defects.
- Grade Option/Requirements: Iron Woods FEQ Commercial Grade (First One Face and Better) Inspected for serviceable appearance on 1 face and two edges.
 - 1) Grading Face, Back Face, and Edges.
 - a) Include Appearance characteristics.
 - Include Physical characteristics which can be removed using normal installation methods, tools, or sanding.
 - c) Include Sound defects.
 - 2) Grading Face Clear All Heart: Exclude unsound defects and milling defects.
 - 3) Back Face and Edges: Include unsound defects and milling defects.
- d. Mechanical Properties: Meet or exceed the following when tested in accordance with ASTM D143:
 - 1) Bending Strength: 22,445 psi
 - 2) Modulus of Elasticity: 3,145,000 psi/
 - 3) Compression Parallel to Grain: 13,140 psi.
 - 4) Compression Perpendicular to Grain: 3,595 psi.
 - 5) Average Air-Dry Density: Ranges from 56.7 to 59.3pcf.
 - 6) Basic Specific Gravity: Ranges from 0.85-0.97.
- e. Coefficient of Friction: Meet or exceed the Static Coefficient of Friction for both Neolite and Leather in accordance with ASTM C1028 standard testing method:
 - Neolite: Dry .55 FP / Wet .79 FP.
 - 2) Leather: Dry .73 FP / Wet .69 FP.
- f. Decay Resistance: Meet or exceed International Building Code/International Residential Code requirements for "Naturally Durable Wood" being durability rated by the U.S Forest Products Laboratory or the Forest Research Laboratory Oregon State University as Class 2 or better. Ipe (Tabebuia spp, Lapacho Group) Class 1.

- g. Screw Pull Out: Meet or exceed a minimum average screw pull out of 1102 pounds at maximum load.
- h. Fire Rating, Acute Inhalation, Combustion Toxicity Requirements: Meet or exceed the following.
 - Lumber supplied shall be naturally fire resistant without the use of any fire resistant treatments to meet NFPA Class A, 1989 edition, NFPA Class B, 2007 edition in accordance with ASTM E-84 standard test methods.
 - Lumber supplied shall be approved by CalFire Wildlife Urban Interface Areas Materials and Construction Methods, Exterior Wildlife Exposure: Decking Code Section Chapter 7A(CSFM 12-7A-4).
 - Lumber supplied shall be approved as per San Francisco Building Code Section 1511.5 (rooftop decks).
 - 4) Lumber supplied shall be approved as per City of NY Dept. of buildings, Fire Retardant Wood Code Sections 27-328 and carry a valid MEA#.
 - 5) Lumber Supplied shall meet International Building Code / International Residential Code minimum requirements for "Fire Resistant Wood".
 - 6) Lumber Supplied shall have an Acute Inhalation Combustion Toxicity testing result of LC 50 of 63.60g. (Pass (19.7g or greater) as per NYS Modified Pittsburg Protocol NYSUFPBC, Art. 15, Part 1120,9 NYCRR 1120.

i. Environmental Compliance:

- 1) Green by Nature Compliance: All lumber shall meet minimum environmental requirements as defined under Green By Nature...Build With Conscience™ Controlled Wood, Chain of Custody, Life Cycle Impact and Due Care Environmental Compliance Standards, Policies and Procedures.
- 2) USGBC LEED Compliance Only: Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

PART 5 EXECUTION

EXAMINATION

- a. Prior to starting work inspect the substrate to ensure that it has been properly prepared to accept materials specified in this Section. Commencement of work shall imply acceptance of surfaces and deck conditions.
 - Review drawings for items such as planters, hot tubs, sculptures or equipment that will be installed on top of wood decking, lumber and timbers. Verify with manufacturer whether additional supports are required.
 - If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
 - 3) Proceed with installation only after unsatisfactory conditions have been corrected.

INSTALLATION

- a. Install in accordance with manufacturer's instructions and approved submittals including the following:
 - Install materials plumb, true to line, cut and fitted.

- Scribe and cope as required for accurate fit to adjacent construction.
- Use manufacturer's recommended fasteners.
- 4) Fasten tight to supports. Provide shims if there are variations in framing.

3. CLEANING AND PROTECTION

- Protect from damage during construction operations. Promptly repair any damaged surfaces. Remove and replace work which cannot be satisfactorily repaired.
- Clean using materials recommended by the manufacturer to remove stains, dirt and debris prior to final acceptance.

4. METHOD OF PAYMENT

a. The pay quantities for the work specified in this Section shall be the number of square feet of IPE decking actually constructed and accepted. Payment for this quantity shall constitute full compensation for all work specified under this Section.

END OF SECTION

Technical Special Provisions

IPE Wood

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide labor, materials and equipment necessary to complete the work of this Section, including the following:
 - 1. IPE Wood for the following applications:
 - a. Boardwalk deck
 - b. Main bridge deck
 - c. Boardwalk railing boards and railing posts
 - d. Main bridge railing boards and railing posts
 - e. Pavilion railing boards and railing posts
- B. Reference Standards: Comply with applicable requirements of the following:
 - 1. ASTM D143 Standard Test Methods for Small Clear Specimens of Timber.
 - ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 3. U.S. Lacey Act.
 - 4. U.S. Buy American Act.

1.2 SUBMITTALS

- A. Product Literature: Manufacturer's product literature describing all components. Include installation recommendations and instructions.
- B. Verification Samples: For IPE decking and railing boards and posts.
- C. Certificate of Compliance, Green By Nature: Controlled Wood, Chain of Custody, Life Cycle Impact and Due Care Policies and Procedures. Submit Vendor documented, comprehensive and verifiable Policies and Procedures outlining step by step a process of verification and accountability related to Environmental Compliance Submittals.
- D. Certificate of Compliance, Green by Nature: Submit a certificate confirming compliance with "Green By Nature – Controlled Wood, Chain of Custody, Verification of Legal Origin, Verification of Legal Compliance, Life Cycle Impact, CITES, Buy American Act and U.S. Lacey Act "Due Care" Environmental Compliance.

Certificate of Compliance, Verification of Legal Origin / Verification of Legal Compliance.: Submit Third Party Environmental NGO confirming audit of legal chain of custody and legal compliance from harvest source to importer as verification of U.S. Lacey Act Due Care Compliance.

- E. USGBC LEED Submittals Only, Certified Wood: Submit chain-of-custody certificates signed by manufacturer certifying that wood products comply with LEED forest certification and chain-of-custody requirements. Include evidence that mill and fabricator is certified for chain-of-custody or that outsourcing agreements are in place approved by an FSC-accredited certification body. Include statement indicating costs for each certified wood product.
- F. Certificates of Compliance. Submit documentation of the following:

 Certificate of Compliance "Inspection": A vendor certificate confirming product compliance with grade and quality requirements.

 Certificate of Compliance "Technical": A vendor certificate confirming product compliance with minimum specified Physical, Mechanical and Technical performance requirements as defined by the specification.

 MSDS (Material Safety Data Sheet) – Submit a Material Safety and Data Sheet for the wood products supplied on the project.

1.3 QUALITY ASSURANCE

- A. Manufacturer/Vendor Qualifications: Products covered under this Section shall be supplied by a single manufacturer/vendor unless otherwise specified with a minimum of fifteen years proven production or supply experience.
- B. Installer Qualifications: Installer shall have a minimum of three years proven construction experience and be capable of estimating and building from drawings and details, determining elevations, in addition to proper material handling.
- Pre-installation Conference: Conduct conference at Project site to comply with requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect materials during shipment, storage and construction against damage. If material is air dried, stickers of a minimum of 10mm shall be placed between each layer of boards when packed. If material is kiln dried, material shall be dense packed and wrapped.
- B. All units shall be individually strapped to wood pallets or blocking of a minimum thickness to allow the egress of lift forks using high strength strapping with a minimum of 4 straps per crate.
- C. Store a minimum of 4 inches off the ground in a dry location and cover with polyethylene to protect from contact with materials which would cause staining or discoloration.

PART 2 - PRODUCTS

2.1 Manufacturer

A. Basis-of-Design: Iron Woods™ Ipe, Tabebuia spp. Lapacho Group species by Timber Holdings USA LLC, Tel 888-932-9663, www.ironwoods.com or approved equal.

1. Moisture Content:

- a. Air Dried, moisture content of 18 to 25 percent; all dimensions when net thickness is over 1 inch.
- Kiln Dried, moisture content of 12 to 18 percent; all dimensions when net thickness is 1 inch or less.

Surface:

- S4S (surfaced four sides), E4E (eased four edges). Edges shall be eased to a radius of 1/8 inch.
- b. Rough Sawn. Edges shall be square.
- Custom profiled. Profiles shall be as per plans and specifications.
- Dimensions on Drawings: Nominal and Actual Size shall be listed.
- 4. Length:
 - a. Lumber shall be supplied over specified length for final fit in the field.
 - Lumber shall be supplied precision trimmed to specified lengths only when specified in writing.
- Dimensional Tolerance: Plus or minus 0.125 inch in width and 0.0625 in thickness, measured at 25 percent moisture content.
- End Coating: Supply lumber with ends sealed with Anchorseal", Paraffin "Or Equal" wax end sealer. Lumber shall be resealed after cutting to reduce end splits.
- B. Grade Option/Requirements: Iron Woods or approved equal Premium Select structural Grade (First 4 Faces 4 Edges) Inspected and Hand Selected for Serviceable appearance on 4 faces and 4 Edges (reversible).
 - Grading Face, Back Face, and Edges Clear All Heart.
 - a. Include Appearance characteristics.
 - Include Physical characteristics which can be removed using normal installation methods, tools, or sanding.
 - c. Exclude Sound defects.
 - d. Exclude Unsound defects.
 - e. Exclude Milling defects.
- C. Grade Option/Requirements: Iron Woods FEQ Commercial Grade (First One Face and Better) Inspected for serviceable appearance on 1 face and two edges.
 - Grading Face, Back Face, and Edges.
 - a. Include Appearance characteristics.
 - Include Physical characteristics which can be removed using normal installation methods, tools, or sanding.
 - c. Include Sound defects.
 - 2. Grading Face Clear All Heart: Exclude unsound defects and milling defects.
 - Back Face and Edges: Include unsound defects and milling defects.

- D. Mechanical Properties: Meet or exceed the following when tested in accordance with ASTM D143:
 - Bending Strength: 22,445 psi
 - 2. Modulus of Elasticity: 3,145,000 psi/
 - 3. Compression Parallel to Grain: 13,140 psi.
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 - Average Air-Dry Density: Ranges from 56.7 to 59.3pcf.
 - 6. Basic Specific Gravity: Ranges from 0.85-0.97.
- E. Coefficient of Friction: Meet or exceed the Static Coefficient of Friction for both Neolite and Leather in accordance with ASTM C1028 standard testing method:
 - Neolite: Dry .55 FP / Wet .79 FP.
 - 2. Leather: Dry .73 FP / Wet .69 FP.
- F. Decay Resistance: Meet or exceed International Building Code/International Residential Code requirements for "Naturally Durable Wood" being durability rated by the U.S Forest Products Laboratory or the Forest Research Laboratory Oregon State University as Class 2 or better. Ipe (Tabebuia spp, Lapacho Group) – Class 1.
- G. Screw Pull Out: Meet or exceed a minimum average screw pull out of 1102 pounds at maximum load.
- H. Fire Rating, Acute Inhalation, Combustion Toxicity Requirements: Meet or exceed the following.
 - Lumber supplied shall be naturally fire resistant without the use of any fire resistant treatments to meet NFPA Class A, 1989 edition, NFPA Class B, 2007 edition in accordance with ASTM E-84 standard test methods.
 - Lumber supplied shall be approved by CalFire Wildlife Urban Interface Areas –
 Materials and Construction Methods, Exterior Wildlife Exposure: Decking Code
 Section Chapter 7A(CSFM 12-7A-4).
 - Lumber supplied shall be approved as per San Francisco Building Code Section 1511.5 (rooftop decks).
 - Lumber supplied shall be approved as per City of NY Dept. of buildings, Fire Retardant Wood Code Sections 27-328 and carry a valid MEA#.
 - Lumber Supplied shall meet International Building Code / International Residential Code minimum requirements for "Fire Resistant Wood".
 - Lumber Supplied shall have an Acute Inhalation Combustion Toxicity testing result of LC 50 of 63.60g. (Pass (19.7g or greater) as per NYS Modified Pittsburg Protocol NYSUFPBC, Art. 15, Part 1120,9 NYCRR 1120.

Environmental Compliance:

 Green by Nature Compliance: All lumber shall meet minimum environmental requirements as defined under Green By Nature...Build With Conscience™ Controlled Wood, Chain of Custody, Life Cycle Impact and Due Care — Environmental Compliance Standards, Policies and Procedures. USGBC LEED Compliance Only: Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Prior to starting work inspect the substrate to ensure that it has been properly prepared to accept materials specified in this Section. Commencement of work shall imply acceptance of surfaces and deck conditions.
 - Review drawings for items such as planters, hot tubs, sculptures or equipment that will be installed on top of wood decking, lumber and timbers. Verify with manufacturer whether additional supports are required.
 - If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
 - Proceed with installation only after unsatisfactory conditions have been corrected.

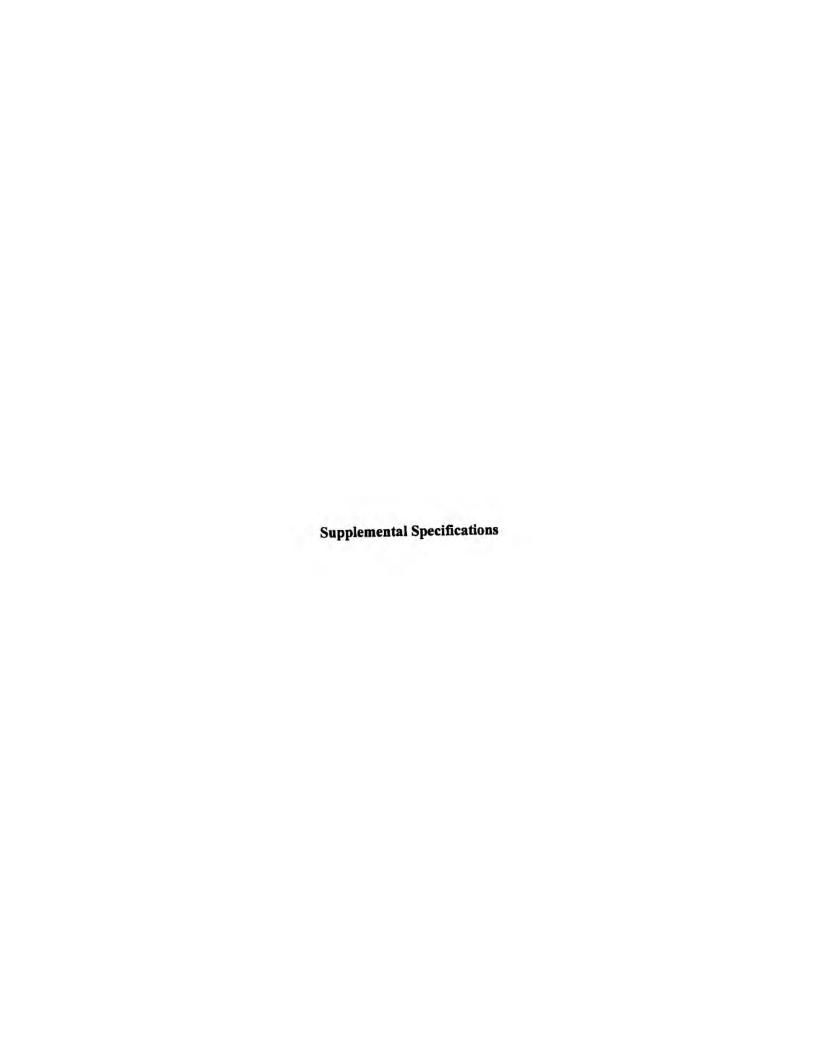
3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved submittals including the following:
 - Install materials plumb, true to line, cut and fitted.
 - Scribe and cope as required for accurate fit to adjacent construction.
 - 3. Use manufacturer's recommended fasteners.
 - Fasten tight to supports. Provide shims if there are variations in framing.

3.3 CLEANING AND PROTECTION

- A. Protect from damage during construction operations. Promptly repair any damaged surfaces. Remove and replace work which cannot be satisfactorily repaired.
- B. Clean using materials recommended by the manufacturer to remove stains, dirt and debris prior to final acceptance.

END OF SECTION



Alteration of Plans or of Character of Work.

The work specified under this Section consists of the alteration of plans or of character of work. All work specified under this Section must conform to the requirements of Section 4.3 of the FDOT Specifications, except as amended herein.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner: 1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following: Table 4-3.2.1

Rate Item Rate established by Law

Actual

Actual

Rate established by Law

FICA **FUTA/SUTA** Medical Insurance Holidays, Sick & Vacation benefits Retirement benefits Workers Compensation

Actual Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.

Actual but not to exceed State of Florida's rate Per Diem Actual Insurance*

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract.
- b. Actual Rate for items listed in Table 4-3.2.1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any

^{*}Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar

days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The City will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the City will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to a mark-up of 5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the City

via initial contingency pay item.

2. The Contractor will be allowed a markup of 5% on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

3. No management fee will be authorized for any additional work or changes in work.

Contract Time

The work specified under this Section defines the project contract time. All work specified under this Section must conform to the requirements of Section 8-7 of the FDOT Specifications, except as amended herein.

8-7.1 General: Perform the contracted work fully, entirely, and in accordance with the Contract Documents within the Contract Time specified below, or as may be extended in accordance with the provisions herein below.

Work shall start on the date specified in the official Notice to Proceed.

Substantial completion shall be achieved not later than 300 days following the Notice to Proceed.

Final completion shall be achieved not later than 330 days following the Notice to Proceed.

The City considers in the computation of the Contract Time the effect that utility relocation and adjustments have on job progress and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans or as scheduled in the Special Provisions.