



Lake Management Plan

Miromar Lakes Community Development District
Miromar Lakes, Lee County, Florida

Miromar Lakes CDD

GHD | 2675 Winkler Ave Suite 180 Fort Myers Florida United States
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1. Introduction

GHD Services, Inc. (GHD) has prepared this Lake Management Plan for the Miromar Lakes Community Development District (Miromar Lakes CDD or District). The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “Master Stormwater System”). The boundaries of the District are illustrated in the Miromar Lake Community Development District figure prepared by Hole Montes, Inc., that is included herein for reference in **Appendix A**. The Master Stormwater System services five (5) drainage basins and includes, but is not limited to, stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings, and natural wetlands. The drainage basins are illustrated in the Miromar Lakes – CDD Drainage Exhibit, prepared by Hole Montes, Inc., that is included in the District’s Stormwater Rules and Policies document (see **Appendix B**). The overall stormwater management system within the District is permitted through the South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (ACOE), and Lee County.

This Lake Management Plan applies to lakes/ponds located at the Miromar Lakes Beach & Golf Club in Miromar Lakes, Florida, which are within the jurisdiction of the District.

This Lake Management Plan documents the following on-going lake management elements:

- Stormwater Management Rules and Policies;
- Surface water sampling;
- Education;
- Maintenance of applicable wetlands, wetland prairies, littoral zone, and mitigation areas including algae as well as nuisance and exotic plant control; and,
- Maintenance of lake aerators and stormwater system assets including weirs and other drainage structures.

2. Lake Management Elements

2.1 Stormwater Management Rules and Policies

The Board of Supervisors (Board) of the District has adopted rules and policies for stormwater management that are applicable to all property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District. A copy of the Stormwater Management Rules and Policies is included in **Appendix B**.

The Stormwater Management Rules and Policies identify maintenance responsibilities of the District, including lake areas and stormwater system appurtenances; and, rules regarding drainage into lakes and rip rap installation and maintenance.



According to the Stormwater Management Rules and Policies, the District is responsible for maintenance of property from the applicable lake control elevation and lower; and, the adjacent property private owners and/or community association are responsible for maintenance of property from the applicable lake control elevation and higher. The lake control elevations are as follows:

- Drainage Basin 1: 17.5 feet National Geodetic Vertical Datum (N.G.V.D);
- Drainage Basin 2: 16.75 feet N.G.V.D.;
- Drainage Basins 3 and 4: 16.00 feet N.G.V.D.; and,
- Drainage Basin 5/6: 18.00 feet N.G.V.D.

The District is responsible for stormwater inlets and drains that are a part of the overall stormwater management system and that are: within property owned by the District, within easements in favor of the District, or conveyed to the District for operation and maintenance. The Stormwater Management Rules and Policies provide the guidelines for a neighborhood or condominium to convey stormwater system appurtenances to the District for operation and maintenance.

The District is also responsible for maintenance of littoral plants within the littoral zones as defined in the applicable permit for the stormwater system.

In accordance with the permits for the stormwater system, the Stormwater Management Rules and Policies dictate that stormwater may not be discharged directly into lakes unless properly permitted; and, that such a request shall be submitted to the District for review, guidance for minimizing potential negative impacts to the system, and determination of any additional SFWMD or Lee County permitting.

In accordance with the permits for the stormwater system, on all internal water management lakes within the District, no more than sixty-five percent (65%) of the shoreline may be encumbered by rip rap or other hardened shore treatment. This 65% allowance is through an administrative amendment the District received to the applicable Lee County zoning ordinance that permits only twenty percent (20%). To maintain compliance with the hardened shoreline allowance, the Stormwater Management Rules and Policies dictate that a request to install rip rap shall be submitted to the District for review, guidance for minimizing potential negative impacts to the system, and determination of any additional SFWMD, Lee County, or ACOE permitting.

The Board has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes (F.S.). The stormwater management rules and policies may be amended by the Board as necessary to maintain the Master Stormwater System.

2.2 Water Quality Monitoring

2.2.1 Water Quality Monitoring Program

Water quality monitoring performed for the District consists of the collection of six (6) surface water samples from six (6) locations on Lakes 3 and 6. Five of the samples are collected at a depth of 18 inches and a sixth sample is collected at a depth of 3 feet (i.e. 36 inches). Historically the sample collected at the 36-inch depth was collected at Water Quality Location #3. In order to minimize disturbance of sediments during sample collection, the 36-inch deep sample location was moved,



beginning in October 2019, to Water Quality Location #6, where the depth of the pond is consistently greater than 4 feet. The sample locations are summarized as follows:

Sample Location	Location Description	Sample Depth	
WQ Location #1	Northeast area of Miromar Lakes Pkwy Bridge	18-inches	
WQ Location #2	North end of eastern canal (east of Via Portofino Way)	18-inches	
WQ Location #3	North side of weir (southeast of Via Navona Way)	18-inches	36-inches (Historical)
WQ Location #4	Beach front (at buoy) (east of Miromar Lakes Pkwy & Montelago Ct)	18-inches	
WQ Location #5	Lake 3 Outfall within Miromar Lakes Golf Club	18-inches	
WQ Location #6	West end of canal to Lake 5/6 weir (southwest of Via Lugano Ct)		36-inches (August 2019)

The approximate sample locations are depicted in a Surface Water Sample Location Map included in **Appendix C**.

Samples collected from WQ Location #1 through #4 and #6 are collected using a boat that is launched from the boat ramp in the northern portion of the Miromar Lakes development area. The sample collected from WQ Location #5 is collected by hand using a sampling pole at the outfall structure from Lake 3.

The following field measurements are collected at each sample location:

- pH
- Conductivity
- Dissolved Oxygen
- Turbidity
- Temperature

Surface water samples are collected from each location in general conformance with the Florida Department of Environmental Protection (FDEP) field sampling and laboratory analysis quality assurance protocol codified in Chapter 62-160 Florida Administrative Code (FAC) Standard Operating Procedures (SOPs) for Field Activities (FDEP SOP-001/01). Samples are placed in laboratory supplied vials, capped, labeled, packed on ice, and transported to Benchmark Laboratory EA (Benchmark) for analysis. Samples are analyzed for the following:

- Biochemical Oxygen Demand (BOD) 5 day;
- Total Suspended Solids (TSS);
- Total Nitrogen;
- N speciation (ammonia, TKN and nitrate + nitrite);
- Total Phosphorus;
- Ortho Phosphorus (Field Filtered); and,



- Chlorophyll A.

Ortho phosphorus is field-filtered within 15 minutes of collection.

The laboratory, Benchmark, is certified by the State of Florida and NELAP (National Environmental Laboratory Accreditation Conference). The laboratory supplies clean containers with appropriate preservatives, labels and coolers, and maintains chain of custody records for all samples and shipments. Analyses are performed on the various parameters listed above according to EPA methods or accepted Standard Methods, latest edition, and are completed within the appropriate holding times.

The consultant provides a report of the field measurements and analytical results. As an example of the data provided, a table of surface water quality data and graphs of surface water quality data over time through April 2019 are included for reference in **Appendix C**.

As of the date of this Lake Management Plan, water quality monitoring is conducted on a tri-annual (i.e. three times per year) basis.

2.2.2 Water Quality Action Levels

In 2016, the District initiated a water quality monitoring program aimed at assessing the water quality of the Miromar Lakes 3 and 6. As noted above, the program includes collection of samples for particulates, organic strength, total phosphorus, total nitrogen, chlorophyll *a* and field parameters (pH, dissolved oxygen, conductivity, temperature and turbidity). The selected parameters generally represent classical indicators of overall lake health. Long-term changes in the concentrations of these water quality parameters can be somewhat predictive of future water clarity and tendency towards algal blooms. It is currently understood that there is an overall satisfaction with the present water quality of the lakes; therefore, protecting the existing quality is an important component of future lake management. Accordingly, the District has continued its proactive approach to monitoring the water quality of the lakes and engaged GHD to develop a tabular summary of water quality “action levels” that, if exceeded, could potentially be indicators of undesirable changes in the lake water quality.

The “action levels” were developed by GHD using the water quality data collected for Miromar Lakes over the past 3 years as a baseline relative to the following: Florida Department of Environmental Protection (FDEP) rules and regulations governing Miromar Lakes as well as similar water bodies in Florida; *proposed* nutrient criteria developed by the Environmental Protection Agency (EPA); and, experience evaluating surface water quality in Florida.



The action levels for select water quality monitoring parameters are summarized below.

Parameter	Action Level
Conductivity	> 650 umhos/cm (guidance)
Dissolved Oxygen (DO)	<38% of Saturation
pH	6 – 8.5 SUs
Turbidity	> natural background conditions (~4) plus 29 NTUs (i.e. >~33 NTU)
chlorophyll <i>a</i>	>20 ug/L or >20 mg/m ³
Total Nitrogen	>1.27 mg/L when chlorophyll <i>a</i> > 20 mg/m ³ (guidance); or, >2.23 mg/L when chlorophyll <i>a</i> < 20 mg/m ³
Total Phosphorus	>0.16 mg/L when chlorophyll <i>a</i> > 20 mg/m ³ ; or, >0.05 mg/L when chlorophyll <i>a</i> < 20 mg/m ³
Ortho Phosphorus	>0.05 mg/L (guidance)
Ammonia (Total Ammonia Nitrogen)	< calculated action limit
BOD ₅	>2 mg/L (guidance)
TSS	>8 mg/L (guidance)

Ammonia. The “Total Ammonia Nitrogen” (NH₄⁺ + NH₃) or “TAN” action limit varies with pH and temperature and is determined using the following calculation:

$$30 - \text{day Average} = 0.8876 \times \left(\frac{0.0278}{1 + 10^{7.688 - \text{pH}}} + \frac{1.1994}{1 + 10^{\text{pH} - 7.688}} \right) \times (2.126 \times 10^{0.028 \times (20 - \text{MAX}(T, 7))})$$

The action levels are presented on the respective trend graphs for the water quality parameters monitored for Miromar Lakes with the exception of ammonia (TAN), which is presented in the analytical results summary table (see **Appendix C**).

GHD recommends that if a single measurement exceeds an action level the District notify their lake maintenance contractor to inspect the lake(s) for evidence of potential algal blooms and treat as needed. If a subsequent measurement exceeds an action level, it is recommended the District investigate potential reasons behind the change and take appropriate action(s) as applicable based on the findings.

2.3 Education Element

As an educational element to the Lake Management Plan, the District has prepared a “Homeowner’s Guide to Drainage” to provide information to new and existing residents on stormwater flows to/from their property (see **Appendix D**). The guide provides the homeowner with best practices for managing stormwater flows from their property to adjoining properties and the stormwater management system.

The “Homeowner’s Guide to Drainage” is provided to new residents and as requested.



2.4 Maintenance of Stormwater System Assets

2.4.1 Drainage Structures & Pipe

Based on the District's Fiscal Year 2018/2019 asset listing (see **Appendix E**), the District maintains sixty-eight (68) combined stormwater weir boxes and concrete weirs; 435 combined stormwater catch basins, curb inlets, manholes, and other miscellaneous control structures; and, approximately 39,252 linear feet of stormwater transmission piping.

The District is responsible for inspecting, cleaning, repairing, and maintaining operational all stormwater system assets within their jurisdiction.

2.4.2 Lake Aerators

Based on the District's Fiscal Year 2018/2019 asset listing (see **Appendix E**), a total of forty-one (41) lake aerators are located throughout Lakes 1, 2, 3, and 6.

The District is responsible for inspecting, cleaning, repairing, and maintaining operational all lake aerators. Aeration maintenance includes, but is not limited to, the following: compressor services, cooling fan services, cabinet services, diffuser services, and air line services.

Inspection services include an inspection report detailing the inspection and any work performed on lake aerators.

An example bid specification for performance of work by a contractor that includes maintenance of lake aerators is provided for reference in **Appendix F**.

Maintenance of stormwater structures shall be performed on an as-needed basis to maintain operation of the system.

Maintenance of lake aerators shall be performed semiannually (i.e. approximately once every 180 days) and additionally as may be required for maintaining operations.

2.5 Maintenance of Lake Areas

2.5.1 Algae

Inspections shall be conducted to evaluate the need for management of algae. Treatment of algae may be performed in accordance with all applicable rules, laws, and permits.

An example bid specification for performance by a contractor of inspection and management of algae, including treatment, is provided for reference in **Appendix F**.

2.5.2 Nuisance and Exotic Vegetation

Inspections shall be conducted to evaluate the need for management of nuisance or exotic vegetation. Inspections shall also note water edge conditions and document any observed erosion issues that may be detrimental to the littoral shelves or stabilization of lake shorelines/banks. Inspections shall identify and report emergence of nuisance and/or exotic vegetation, as well as document any loss of native wetland species over 10% from the previous inspection.



Nuisance and exotic vegetation shall occupy no more than 1% of any lake, wetland, prairie, and/or conservation area or flow way at any one time. All non-beneficial and invasive lake bank grasses and nuisance vegetation, including torpedo grass, shall be controlled from the water body's control elevation into the water body during all times of the year. Nuisance and exotic vegetation are to be removed from littoral zones and to below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies. During times of drought, when the water bodies recede, nuisance and exotic vegetation shall be removed from the exposed lake banks.

Hydrilla, bladderwort, coontail, chara and other matting type nuisance and/or exotic aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.

Exotic plants, such as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle, and all other exotic or invasive vegetation as identified in the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time, shall be removed from mitigation conservation areas.

Routine maintenance shall include the spraying of excessive spikerush in lakes to prevent the spreading within the waterbodies.

Treatment of nuisance or exotic plants, including mechanical removal or spraying of water management areas, may be performed in accordance with all applicable rules, laws, and permits.

An example bid specification for performance of work by a contractor that includes inspection and management of nuisance and exotic plant control is provided for reference in **Appendix F**.

Inspections to evaluate the status of algae and nuisance and exotic vegetation shall be performed weekly, at a minimum, or more often as required for management of algae and nuisance and exotic vegetation.

Thorough maintenance of the wetland, wetland prairies, and mitigation/conservation areas shall be performed every six months, at a minimum, or more often as may be required to insure compliance with permit, permit monitoring reporting, and sound aesthetic management.

Trash and other foreign debris shall be removed from each lake and mitigation/conservation area on at least a bi-weekly (i.e. every 2 weeks) basis.

Spraying of beaches and rocks shall be completed once per month.

3. Upland Management by HOA

The Homeowner's Association (HOA) for the Miromar Lakes Beach & Golf Club manages the use of fertilizers, pesticides, and herbicides in upland areas of the development.

Appendix A

Miromar Lakes CDD Boundary Map

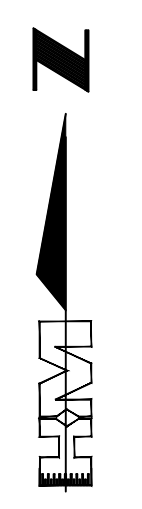


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6200 Whiskey Creek Drive
 Fort Myers, FL. 33919
 Phone : (239) 985-1200
 Florida Certificate of Authorization No.1772
 Naples · Fort Myers

MIROMAR LAKE COMMUNITY DEVELOPMENT DISTRICT



Appendix B
Miromar Lakes CDD Stormwater
Rules and Policies

**STORMWATER MANAGEMENT
RULES AND POLICIES
FOR
MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**

Section 1. Short Title, Authority and Applicability

a. This document shall be known and may be cited as the “Stormwater Management Rules and Policies for Miromar Lakes Community Development District”.

b. The Board of Supervisors (the “**Board**”) of Miromar Lakes Community Development District (the “**District**”) has the authority to adopt rules and policies pursuant to Chapter 190 of the Florida Statutes, as amended.

c. These rules and policies shall be applicable to all those property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the master stormwater management system operated by the District.

Section 2. Background, Intent, Findings and Purpose

a. The District was created pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”) and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules and policies (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the various policies of the District relating to stormwater management.

b. Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.

c. A Rule of the District shall be effective upon adoption by affirmative vote of the Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

d. The District is the operating entity responsible for the long-term operation and maintenance of the master stormwater management system servicing the property located within the boundaries of the District (the “**Master Stormwater System**”). The District owns certain real property and other improvements which comprise the Master Stormwater System. The District also has various easement rights throughout the Miromar Lakes enabling the District to operate and maintain the Master Stormwater System. Such easement rights including, without

limitation, those arising by way of plat (i.e. platted drainage easements (DEs) and lake maintenance easements (LMEs)), separately granted and recorded easements, and Section 22.4 of the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club recorded in Official Records Book 3343, Page 294 of the Public Records of Lee County, Florida, as has been amended. The stormwater lakes, ponds, control structures, lake interconnect piping, littoral plantings and natural wetlands are all integral parts of the Master Stormwater System. The owners and residents of real property within the District play an integral part in keeping the Master Stormwater System functioning properly. The failure of all or a portion of the Master Stormwater System due to improper actions of third-parties could result in significant damage or harm to real property, personal property and/or homes with the District.

e. The overall stormwater management system with the District is permitted through South Florida Water Management District (“**SFWMD**”), U.S. Army Corps of Engineers (“**ACOE**”) and Lee County, and the regulations of such governmental bodies control the design, operation and use of the Master Stormwater System. Notwithstanding such permitting, consistent with the regulations of such entities there are certain practices and actions that can be controlled to enhance the effectiveness of the Master Stormwater System and improve the overall function and aesthetic value of the Master Stormwater System. As further background, at the time of preparation and adoption of these Rules, the District has been undertaking and completing substantial restoration of the lake shorelines throughout the District in response to both long-term, uncorrected erosion and also significant damage caused by Hurricane Irma. Such restoration work is being undertaken by the District in accordance with applicable SFWMD and Lee County permits. These Rules are intended to allow for property owners to understand their responsibilities, ensure proper maintenance of the Master Stormwater System, and to avoid such significant and costly widespread restoration in the future.

f. In terms of SFWMD, the overall stormwater management system was originally permitted in 1999 under SFWMD Environmental Resource Permit #36-03568-P (“**Original Permit**”). Since the issuance of the Original Permit and as development within the District has progressed, there have been various modifications to the Original Permit that have been approved and issued by SFWMD. The Original Permit, as modified, is collectively referred to herein as the “**SFWMD Permit**”. The stormwater management system under the SFWMD Permit is broken up into five (5) drainage basins. Generally speaking, drainage basins 1, 2, 3 and 4 are located on the west side of Ben Hill Griffin Parkway and drainage basins 5 and 6 are located on the east side of Ben Hill Griffin Parkway. Drainage basins 5 and 6 were combined into one drainage basin when the old Rinker mine lake (commonly referred to as the North Lake) and the south recreational lake for Miromar Lakes (commonly referred to as the South Lake) were connected under SFWMD Permit 36-03568-P-04, Application 031211-5. Each drainage basin has its own control elevation (i.e. mean high water elevation). Attached hereto and made a part hereof as **Exhibit “A”** is a copy of a map of the District reflecting the various drainage basins and also indicating the applicable control elevation for each drainage basin.

Section 3. Maintenance Responsibilities

a. With respect to those lakes owned or operated by the District that are part of the Master Stormwater System, the following shall apply:

i. The District will be responsible for the maintenance of the property from the applicable control elevation down. The adjacent property owner(s) (whether it be private property owner(s) and/or a community association) (sometimes referred to herein individually as an “**Adjacent Owner**” and collectively as the “**Adjacent Owners**”) shall be responsible for maintenance of its property from the applicable control elevation up. Such maintenance of the Adjacent Owner shall include the maintenance of any rip rap that is now, or hereinafter, located above the control elevation. All maintenance by an Adjacent Owner must be in accordance with the SFWMD permit and other applicable federal, state, and local laws, codes, ordinances, regulations and permits. Attached hereto and made a part hereof as **Exhibit “B”** is a sketch showing the location of the typical division of maintenance responsibilities between the District and an Adjacent Owner.

ii. The District will responsible for the maintenance of littoral plants within littoral zones designated pursuant to applicable permits. Adjacent Owners shall not alter, modify, or remove littoral plants within applicable littoral zones without the prior, written approval of the District, which approval may be withheld in the District’s sole discretion.

b. In the event an Adjacent Owner fails to undertake and complete the maintenance required under this Section, the District shall have the right to complete such maintenance and either charge or assess the Adjacent Owner for the cost of such work. Further, if such Adjacent Owner’s failure to complete the maintenance required hereunder results in damage to property of the District, the District reserves the right to charge or assess the Owner for the cost of any such damage.

Section 4. Drainage Directly into Lakes

a. Runoff from normal rain events, tropical storms and hurricanes originating from impervious surfaces such as roofs, gutters and downspouts, may cause significant lake bank erosion and washouts throughout the District and may otherwise affect the proper operation of the Master Stormwater System. Based upon prior experiences of the District, undertaking corrective action for such events may result in the District expending significant sums of money to restore the Master Stormwater System (including lake banks) to maintain compliance with applicable permits and ensure public safety. This Section is intended to establish a rule and policy relating to the installation and use of gutters and downspouts which are designed to discharge via overland flow or otherwise directly into the District’s lakes in order to ensure the preservation of property and the proper functioning of the Master Stormwater System. The purpose of this Section is so that the District and all property owners remain in compliance with the SFWMD Permit and Lee County permits and regulations.

b. Pursuant to the SFWMD Permit, stormwater may not be discharged directly into the recreational lakes. The recreational lakes are reflected on Exhibit “A”. Any property owner located adjacent to a lake that is the responsibility of the District to maintain (either recreational lake or otherwise) who is seeking or attempting to discharge stormwater by gutters/downspouts and/or other improvements directly into such lake must following the procedures. The requesting owner (“**Requesting Owner**”) shall submit a request to the District for the applicable

installation, including the Requesting Owner's proposed plans. The District will review whether any additional permitting through SFWMD and/or Lee County is required for the installation of such improvements. If additional permitting is required, then the Requesting Owner shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. Further, the District will review the request and advise the Requesting Owner on the manner in which the installation shall be made so as to minimize potential negative impacts to the Master Stormwater System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be performed and completed consistent with applicable permits and approvals. Once the installation is made, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the improvements, even any improvements that might be located below the applicable control elevation.

Section 5. Rip Rap Installation and Maintenance

a. Rip rap is installed in various areas within the District. The installation of rip rap is strictly controlled by applicable federal, state, and local laws, codes, ordinances, regulations and permits. For example, on all internal water management lakes within the District, Lee County regulations currently permit no more than twenty percent (20%) of shoreline to be encumbered by rip rap. The District applied for, and received, an administrative amendment to the applicable zoning ordinance (referred to as ADD201500070) that allows maximum of sixty-five percent (65%) of the shorelines of those portion of the recreational lakes located within the boundaries of the District to be encumbered by rip rap or other hardened shore treatment

b. Any property owner located adjacent to a lake that is the responsibility of the District to maintain who is seeking or attempting to install rip rap must following the procedures. The requesting owner ("**Requesting Owner**") shall submit a request to the District for the applicable installation, including the Requesting Owner's proposed plans. The District will review whether any additional permitting through SFWMD, Lee County or ACOE is required for such installation of such improvements. If additional permitting is required, then the Requesting Owner shall be solely responsible for the cost and expense of any additional planning, design, engineering and permitting required for the installation of such improvements. Further, the District will review the request and advise the Requesting Owner on the manner in which the installation of the rip rap shall be made so as to minimize potential negative impacts to the Master Stormwater System or the District's maintenance thereof. The Requesting Owner shall be solely responsible for all costs and expenses relating to the installation of the improvements. All work shall be performed and completed consistent with applicable permits and approvals. Once the installation is made, the Requesting Owner (or the Requesting Owner's successor in title) will be responsible for the maintenance of the all rip rap above the applicable control elevation. To the extent the work is completed consistent with the applicable permits and approvals, the District will accept responsibility for maintenance of the rip rap below control elevation.

Section 6. Compliance with Laws

All property owners, community and condominium associations, persons or entities who are served by, or are utilizing, the Master Stormwater System shall, in addition to these Rules, be obligated to comply with all applicable federal, state, and local laws, codes, ordinances, regulations and permits including, without limitation, all permits issued by SFWMD for the operation and use of the Master Stormwater System.

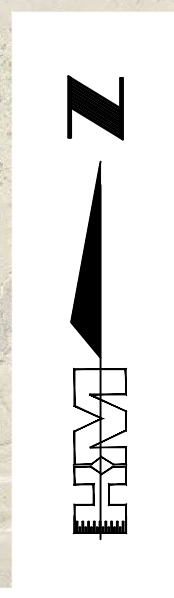
Section 7. Enforcement

The District shall have any and all rights available under the Act and Florida law to enforce the provisions of these Rules. The District's staff including, without limitation, the District Manager shall have the authority to act on behalf of the District with respect to the enforcement of these Rules including, without limitation, taking any actions necessary to the enforcement and/or prosecution of violations of these Rules consistent with Florida law. In addition to, and not as a limitation on the District, the District shall have the right to notify SFWMD, Lee County or any other appropriate regulatory body of a violation of these Rules or any existing permits issued by any such regulatory body.




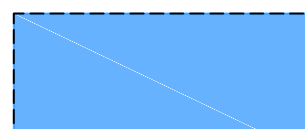
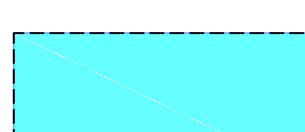

Section 8. Effective Date

These Rules shall be effective upon their adoption.

Exhibit "A"
Drainage Basin Map



LEGEND

-  MIROMAR LAKES CDD BOUNDARY
-  DRAINAGE BASIN 5/6 BOUNDARY
-  DRAINAGE BASINS 1, 2 & 3 BOUNDARY
-  LAKE AREAS MAINTAINED BY MIROMAR LAKES CCD
-  LAKE AREAS 5/6 - RECREATIONAL LAKES
-  BEACH SHORELINE

DRAINAGE
BASIN 5/6
W.S.W.T. = 18.00 N.G.V.D.
LAKE 5/6 NORTH

DRAINAGE
BASIN 1
W.S.W.T. = 17.50 N.G.V.D.

DRAINAGE
BASIN 5/6
W.S.W.T. = 18.00 N.G.V.D.
LAKE 5/6 SOUTH

DRAINAGE
BASIN 2
W.S.W.T. = 16.75 N.G.V.D.

DRAINAGE
BASIN 3
W.S.W.T. = 16.00 N.G.V.D.

DRAINAGE
BASIN 4
W.S.W.T. = 16.00 N.G.V.D.

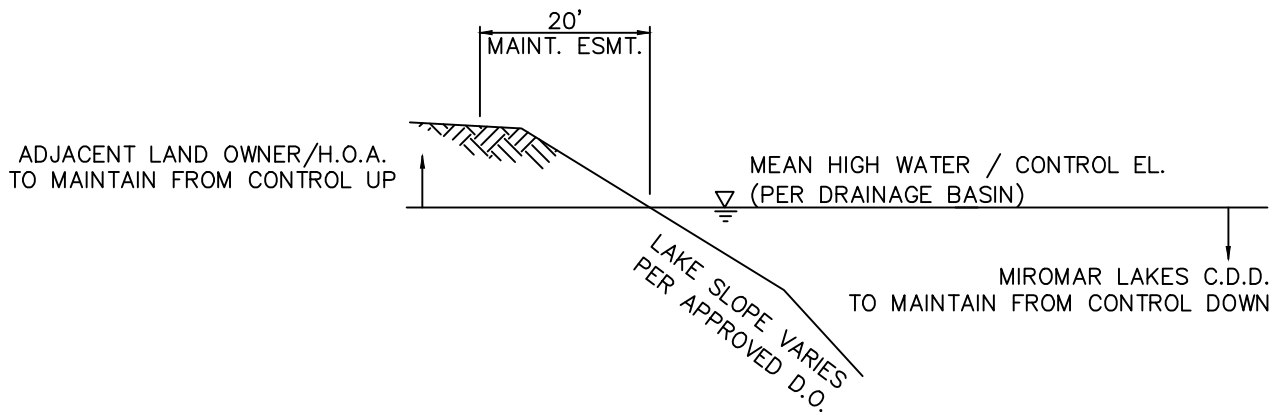


6200 Whiskey Creek Drive
Fort Myers, FL. 33919
Phone : (239) 985-1200
Florida Certificate of
Authorization No.1772

**MIROMAR LAKES - CDD
DRAINAGE EXHIBIT**

HC:\2003\2003022\MIROMAR\SP\MID - Water Management\CCD\05_DRAIN_EXHIBIT-2018.dwg Tab: exhibit Jun 05 2018 - 12:24pm

Exhibit “B”
Example Division of Maintenance Responsibility
Based Upon Control Elevation



TYPICAL STORMWATER LAKE SECTION
N.T.S.



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Miromar Lakes CDD
Typical Stormwater Lake Section
Exhibit B

DATE: June 2018

JOB No. 2003.022

SHEET No. 1

Appendix C

Miromar Lakes 3 and 6

Surface Water Quality Monitoring



Lake 6



SITE:
Lake Management Plan
 - JUNE 2019
 Lakes 3 and 6 - Miramar Lakes
 Fort Myers, Lee County,
 Florida



PROJECT #:	11147356
DATE:	June 2019
CAD FILE:	

DESIGNED:	JR
DRAWN:	JR
CHECKED:	

SHEET TITLE:
**Surface Water
 Sample
 Location Map**

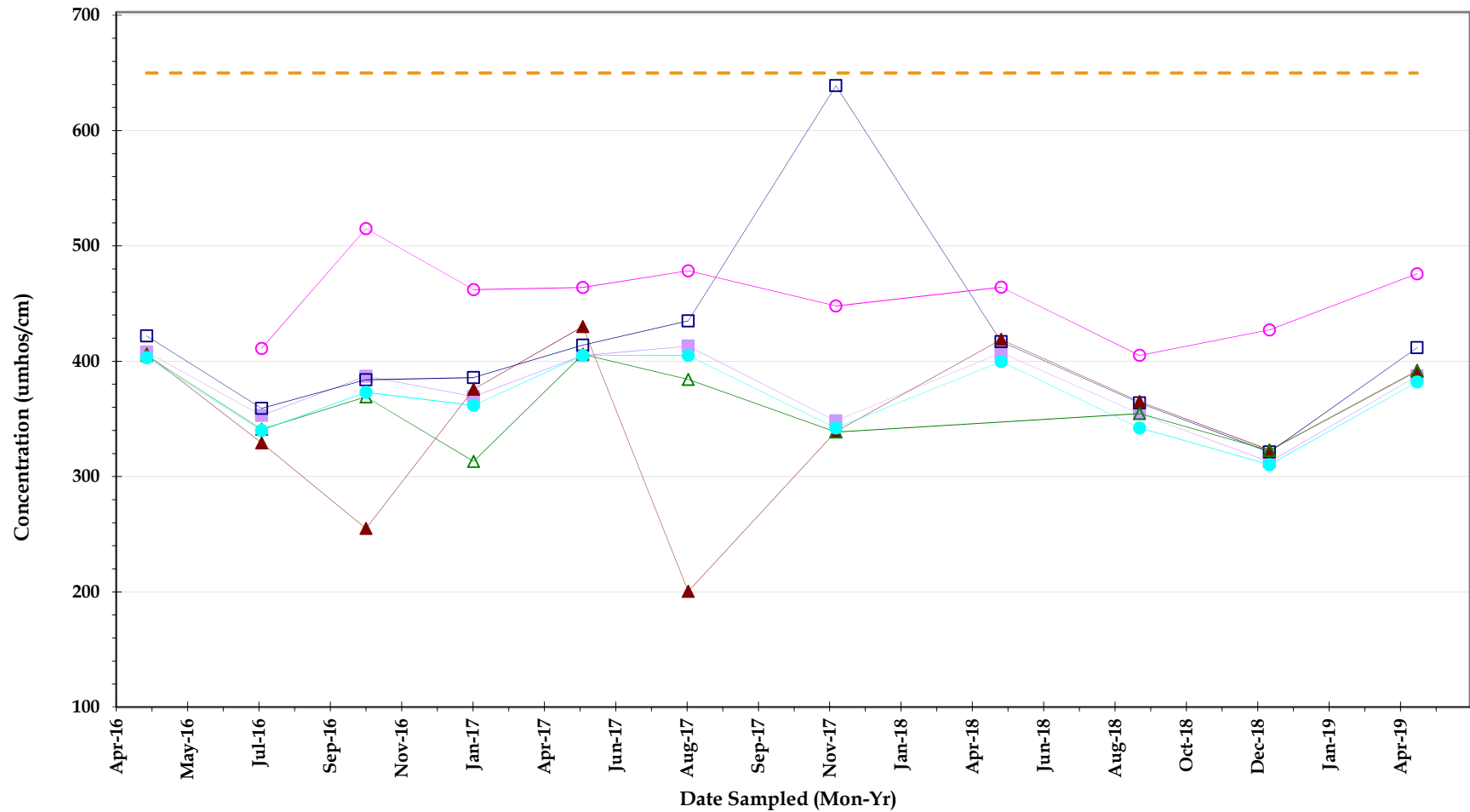
FIGURE: 1

Table 1
Analytical Results Summary
Surface Water Quality Monitoring
Miromar Lakes, Fort Myers, Florida
April 2019

Sample Location/Sample ID:		WQ Location #1 / WQL1											WQ Location #2 / WQL2										
Sample Date:		04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19	04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19
Field Parameters	Units																						
Total Water Depth	Feet	7.66	NS	6.1	5.83	3.5	6.2	4.89	2.90	5.7	4.95	6.83	7.43	NS	9.2	8.56	6	6.2	8.01	6.00	10.2	8.65	8.31
Sample Depth	Feet	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Conductivity, field	umhos/cm	408	353	387	369.3	405	413.1	348.2	407.3	354.6	312.7	387.3	422	359	384	385.7	414	435.0	638.9	417.0	363.7	321.2	411.8
Dissolved oxygen (DO), field	mg/L	8.03	5.91	7.53	8.13	7.95	5.91	6.95	6.89	7.39	8.54	6.49	7.67	5.55	7.12	8.05	7.87	6.21	6.58	6.95	7.52	9.90	6.88
Dissolved oxygen (DO), field	%	100.9*	79.3	89.4	88.5	101.6	79.6	83.0	87.6	98.9	96.0	80.9	97.4	74.0	84.7	87.6	101.8	82.9	77.7	88.0	100.2	110.0	85.9
pH, field	s.u.	8.44	8.19	7.92	8.13	7.97	8.23	8.08	8.37	8.24	8.31	8.13	8.37	8.07	7.68	7.97	8.21	8.11	7.89	8.31	8.03	8.06	8.25
Temperature, field	Deg C	27.08	30.8	24	19.5	28.0	31	24.3	27.7	30.6	21.1	26.6	27.62	30.4	24.1	19.5	28.7	30.5	23.7	27.5	30.4	20.5	26.7
Turbidity, field	NTU	2.41	3.44	3.55	4.64	8.16	5.05	3.02	2.90	5.53	4.39	3.32	3.97	31.71	4.38	4.66	7.15	3.12	3.20	8.22	3.75	5.76	3.37
Wet Parameters	Units																						
Ammonia-N	mg/L	U	0.026 I	U	0.035	0.008 U	0.008 U	0.026 I	0.008 U	0.022 I	0.008 U	0.008 U	U	0.019 I	U	0.071	0.008 U	0.008 U	0.036	0.008 U	0.008 U	0.008 U	0.027
TAN (i.e. Ammonia) action limit calculation	mg/L	0.24	0.29	0.67	0.66	0.48	0.27	0.52	0.26	0.27	0.45	0.42	0.24	0.32	0.90	1.29	0.37	0.35	0.63	NS	0.30	0.66	0.36
Total kjeldahl nitrogen (TKN)	mg/L	0.626	0.878	0.911	0.968	0.611	0.580	0.629	0.551	0.565	0.632	0.619	0.745	1.15	0.888	1.04	0.507	0.641	0.710	0.675	0.613	0.693	0.606
Total nitrogen	mg/L	0.626	0.878	0.911	0.974	0.616	0.592	0.629	0.565	0.574	0.639	0.619	0.745	1.15	0.900	1.04	0.514	0.645	0.710	0.690	0.618	0.698	0.606
Nitrite/Nitrate	mg/L	U	U	U	0.006 I	0.005 I	0.012 I	0.004 U	0.014 I	0.009 I	0.007 I	0.006 U	U	U	0.012 I	U	0.007 I	0.004 I	0.004 U	0.015 I	0.005 I	0.006 I	0.006 U
Ortho phosphorus (Field Filtered)	mg/L	0.074	0.071	0.030	0.012	0.027	0.038	0.026	0.014	0.017	0.014	0.024	0.077	0.070	0.064	0.015	0.028	0.050	0.025	0.015	0.020	0.008	0.002 U
Total phosphorus	mg/L	0.087	0.091	0.068	0.038	0.027 I	0.041	0.121	0.017 I	0.018 I	0.026 I	0.034	0.079	0.087	0.066	0.031 I	0.054	0.065	0.042	0.023 I	0.008 U	0.009 I	0.008 U
Chlorophyll A	mg/m3	5.91	7.32	7.86	11.1	8.42	9.27	5.25	10.1	10.1	6.92	3.72	6.59	7.28	8.08	11.7	7.76	7.13	5.42	8.35	9.06	8.80	5.28
Total suspended solids (TSS)	mg/L	2.35	3.49	4.80	7.00	7.80	6.15	3.67	3.67	4.00	4.20	1.20 I	4.21	3.90	4.60	7.20	6.60	2.60	3.60	8.00	1.00 I	4.67	3.80
Biochemical oxygen demand (total BOD5)	mg/L	0.706 I	U	U	1.06 I	1.40 I	1.05 I	1 U	1.16 I	2.72 I	1.85 I	1.24 I	0.778 I	U	U	1.33 I	1.13 I	1 U	1.36 I	1.89 I	1.10 I	1.40 I	

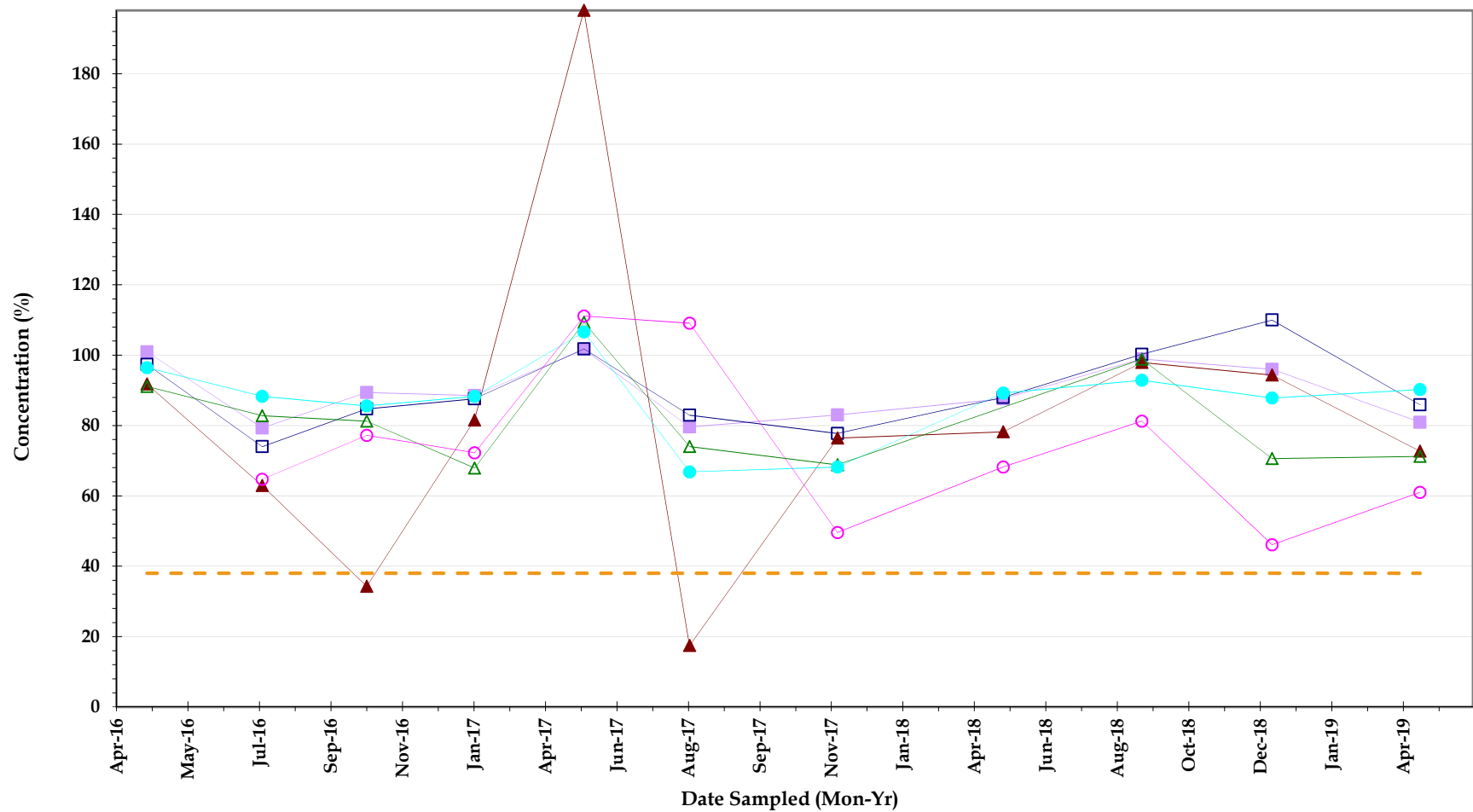
Sample Location/Sample ID:		WQ Location #3A / WQL3A											WQ Location #3B / WQL3B										
Sample Date:		04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19	04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19
Field Parameters	Units																						
Total Water Depth	Feet	3.78	3.64	3.52	2.81	1.5	4.6	3.35	3.2	3.6	5.87	2.95	3.78	4	3.52	2.98	2	4.6	6.94	3.2	3.6	5.87	3.50
Sample Depth	Feet	1.5	1.5	1.5	1.5	1.0	1.5	1.5	1.5	1.5	1.5	1.5	3	3	3	2.5	1.5	3	3.0	NS	3	3	3
Conductivity, field	umhos/cm	406	329	255	375.7	430	200.4	339	418.9	365.1	323	391.9	405	341	369	313.1	406	384.1	338.6	NS	354.5	322.4	391.3
Dissolved oxygen (DO), field	mg/L	7.31	4.78	2.93	7.40	14.02	1.38	6.49	6.16	7.33	8.44	5.82	7.32	6.22	6.82	6.58	8.46	5.59	5.87	NS	7.39	6.32	5.7
Dissolved oxygen (DO), field	%	91.8	62.9	34.3	81.5	198	17.42	76.4	78.2	97.9	94.3	72.7	91.1	82.8	81.2	67.9	109.3	74.0	68.8	NS	98.8	70.6	71.2
pH, field	s.u.	8.44	8.0	6.99	7.96	9.32	6.91	7.97	8.15	8.13	7.53	8.21	8.46	8.14	7.68	7.77	8.12	8.10	8.00	NS	8.18	8.08	8.22
Temperature, field	Deg C	27.0	29.7	23.2	20.1	33.7	27.3	23.5	27.6	30.5	20.8	26.7	26.55	30.3	24.1	16.9	28.6	30.0	23.3	NS	30.6	20.8	26.7
Turbidity, field	NTU	7.64	78.77	3.48	5.42	86.9	2.99	3.05	3.94	3.63	4.20	2.20	7.98	10.03	3.15	21.38	3.93	4.15	2.84	NS	26.26	7.10	2.17
Wet Parameters	Units																						
Ammonia-N	mg/L	U	0.029 I	0.044	0.027 I	0.008 U	0.008 U	0.009 I	U	0.023 I	0.008 U	0.008 U	U	0.15 I	U	0.097	0.008 U	0.008 U	0.028 I	NS	0.015 I	0.008 U	0.008 U
TAN action limit calculation	mg/L	0.26	0.36	0.90	0.84	0.32	0.34	0.71	0.30	0.38	0.69	0.34	0.20	0.23	0.96	0.68	0.72	0.31	0.53	NS	0.23	0.74	0.54
Total kjeldahl nitrogen (TKN)	mg/L	0.581	0.949	1.11	1.06	3.73	0.642	0.634	0.645	0.621	0.949	0.598	0.736	0.880	1.04	2.90	0.462	0.715	0.731	NS	0.757	0.722	0.683
Total nitrogen	mg/L	0.581	0.949	1.13	1.06	3.73	0.650	0.634	0.658	0.626	0.954	0.598	0.744	0.880	1.05	2.90	0.472	0.715	0.731	NS	0.763	0.727	0.683
Nitrite/Nitrate	mg/L	U	U	0.021 U	U	0.008 I	0.008 I	0.004 U	0.013 I	0.005 I	0.006 I	0.006 U	0.008 I	U	0.012 I	U	0.010 I	0.004 U	0.004 U	NS	0.006 I	0.006 I	0.006 U
Ortho phosphorus (Field Filtered)	mg/L	0.073	0.012	0.051	0.012	0.018	0.029	0.031	0.016	0.020	0.025	0.014	0.088	0.064	0.029	0.012	0.029	0.226	0.272	NS	0.020	0.022	0.027
Total phosphorus	mg/L	0.088	0.026 I	0.052	0.033	0.090	0.039	0.048	0.024 I	0.008 U	0.019 I	0.018 I	0.092	0.098	0.031 I	0.168	0.054	1.08	0.501	NS	0.013 I	0.033	0.029 I
Chlorophyll A	mg/m3	5.76	8.71	10.1	10.4	249	10.1	4.83	7.85	10.6	8.15	4.60	5.99	7.05	7.57	64.5	5.44	9.14	3.94	NS	10.8	7.61	5.38
Total suspended solids (TSS)	mg/L	7.06	6.42	5.11	7.20	95.0	3.80	4.00	3.60	6.00	4.33	2.60	7.11	5.78	3.80	44.7	4.20	4.80	3.20	NS	26.0	3.33	6.20
Biochemical oxygen demand (total BOD5)	mg/L	U	U	U	1.11 I	10.6	1.39 I	1 U	1.12 I	1.66 I	1.19 I	2.32 I	0.556 I	U	U	6.47	1 U	1.45 I	1 U	NS	2.01 I	1 U	1.16 I

Sample Location/Sample ID:		WQ Location #4 / WQL4											WQ Location #5 / WQL5										
Sample Date:		04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19	04/27/16	08/03/16	10/31/16	01/31/17	05/04/17	08/02/17	12/06/17	04/26/18	08/22/18	12/11/18	04/16/19
Field Parameters	Units																						
Total Water Depth	Feet	12	7.77	14.88	7.91	5.0	10.7	7.9	6.90	11.8	10.7	14.20	NS	2	2.03	1.42	2.5	4.32	2.84	S	2.7	1.10	1.50
Sample Depth	Feet	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	NS	1.5	1.5	0.5	1.5	1.5	1.5	S	1.5	0.5	0.75
Conductivity, field	umhos/cm	403	340	373	361.8	405	404.8	342.0	399.7	342	310.3	382.1	NS	411	515	462.0	464	478.4	447.9	464.1	405.1	427.2	475.8
Dissolved oxygen (DO), field	mg/L	7.72	6.55	7.14	8.06	8.33	5.02	5.73	7.13	6.96	7.84	7.28	NS	4.84	6.22	6.88	8.50	8.03	4.21	5.47	6.09	4.21	5.00
Dissolved oxygen (DO), field	%	96.4	88.3	85.6	88.3	106.6	66.8	68.2	89.2	92.9	87.8	90.2	NS	64.7	77.2	72.2	111.1	109.1	49.6	68.2	81.2	46.1	61.0
pH, field	s.u.	8.58	8.31	7.59	8.10	7.65	8.16	8.08	8.39	8.34	7.99	7.97	NS	7.83	7.77	7.65	7.77	8.10	7.58	7.61	7.80	6.38	6.44
Temperature, field	Deg C	26.71	31.1	24.5	19.8	28.1	30.3	24.1	26.8	30.5	20.9	26.3	NS	30.6	26.4	17.7	29.3	31.5	23.6	26.6	30.4	19.8	25.4
Turbidity, field	NTU	1.87	2.04	4.44	3.02	3.11	1.81	2.48	3.38	3.56	4.10	2.72	NS	2.08	3.62	3.60	5.77	4.65	1.99	4.93	3.40	4.18	4.98
Wet Parameters	Units																						
Ammonia-N	mg/L	U	0.023 I	U	0.012 I	0.008 U	0.008 U	0.026 I	0.008 U	0.014 I	0.008 U	0.008 U	NS	0.033	U	0.008 I	0.008 U	0.008 U	0.034	0.008 U	0.010 I	0.008 U	0.008 U
TAN action limit calculation	mg/L	0.25	0.42	1.54	0.82	0.04	1.22	0.65	0.38	0.32	1.29	0.37	NS	0.49	0.70	1.40	0.58	0.32	1.03	NS	0.52	2.19	1.51
Total kjeldahl nitrogen (TKN)	mg/L	0.868																					



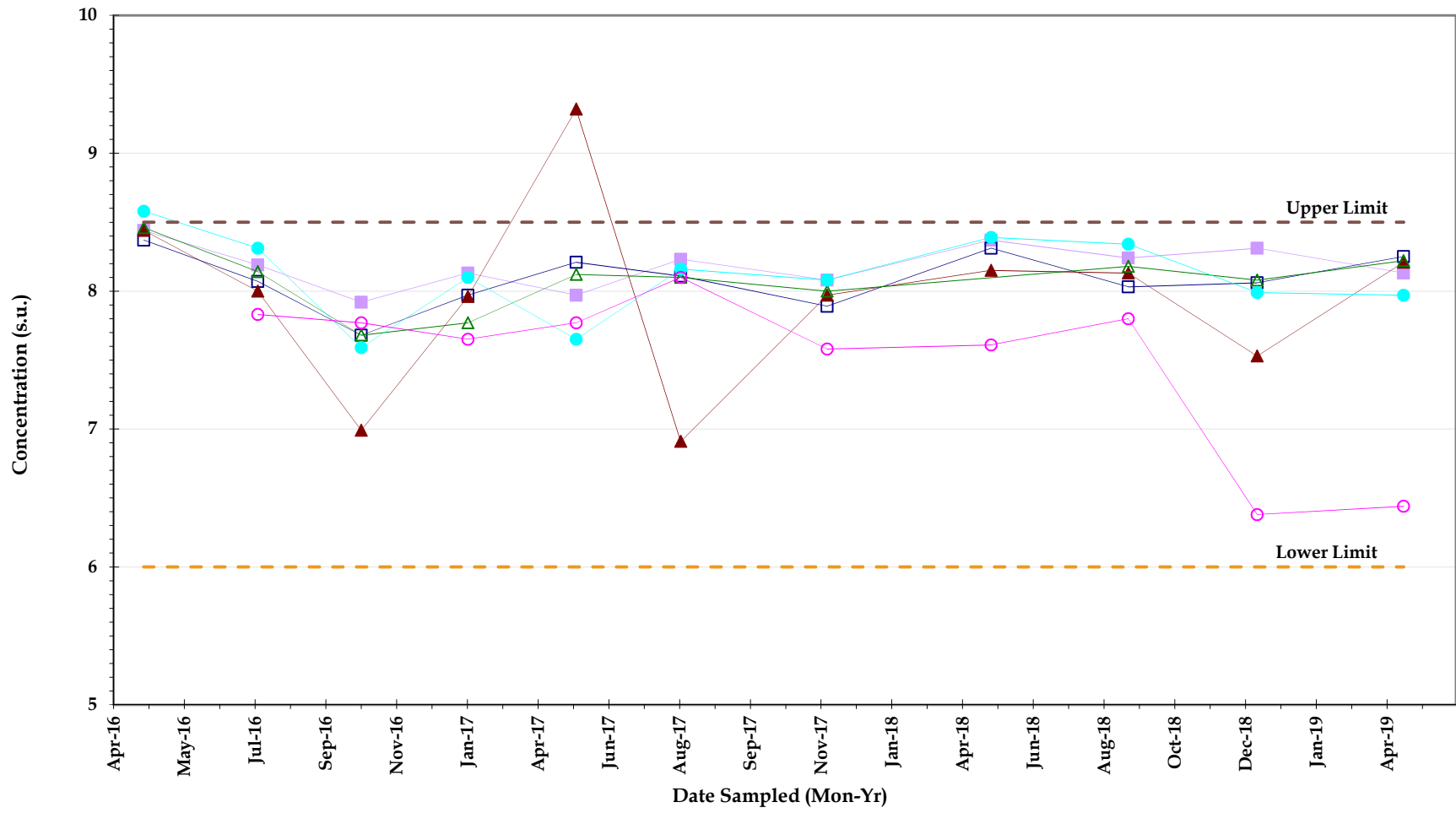
Conductivity

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



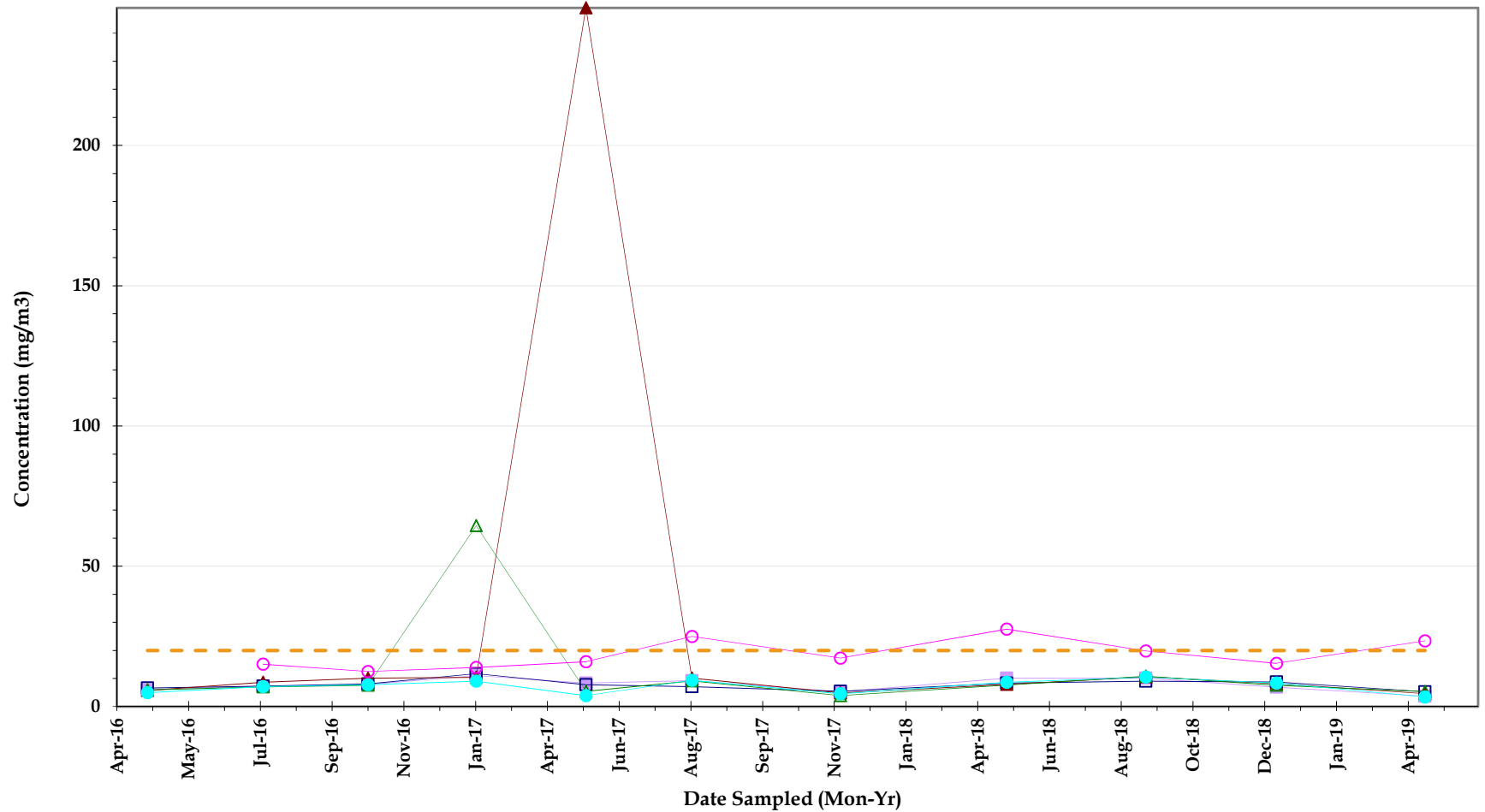
Dissolved Oxygen (%)

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



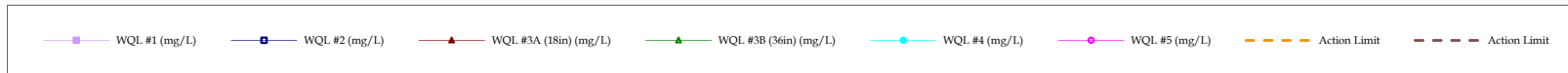
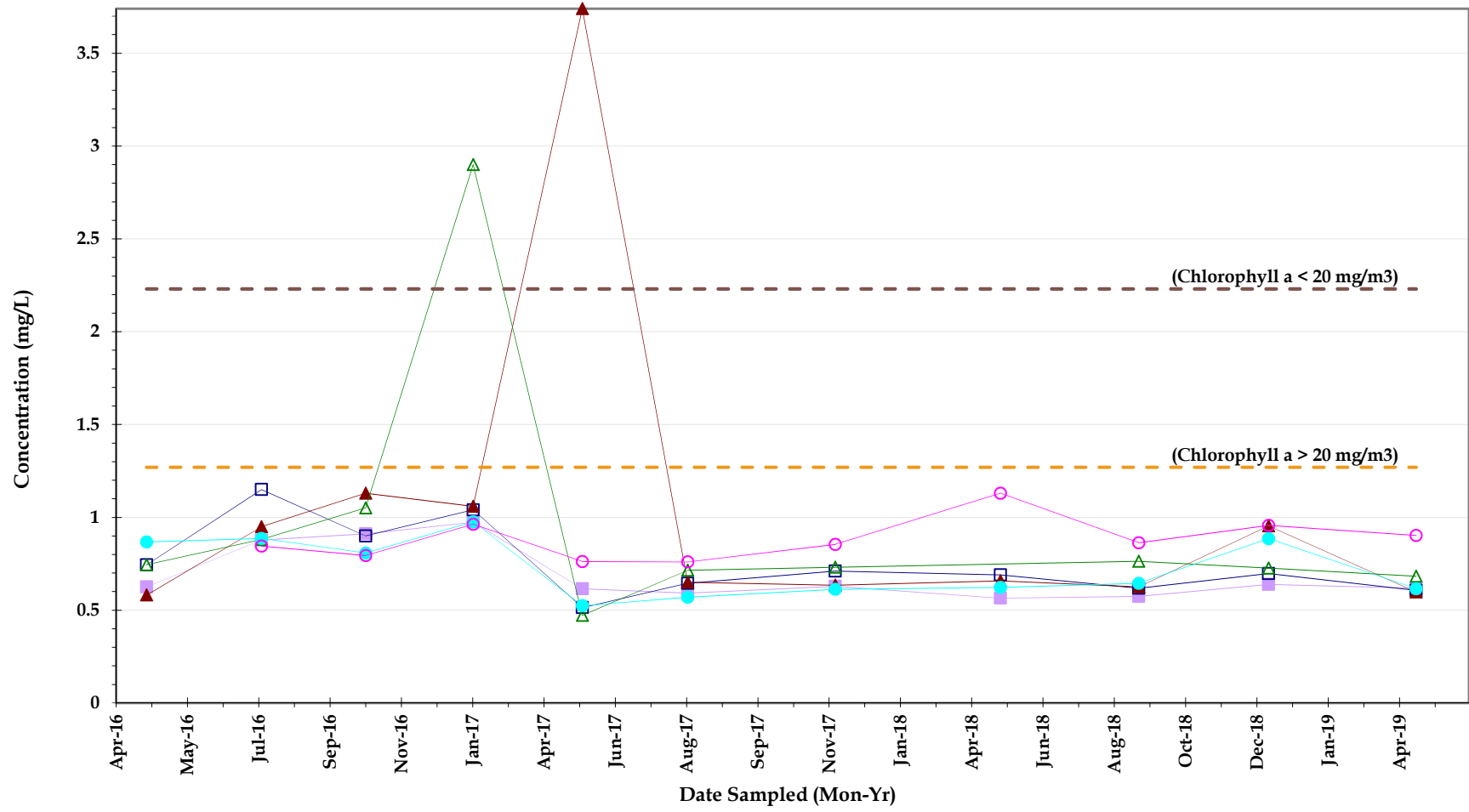
pH, Field

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



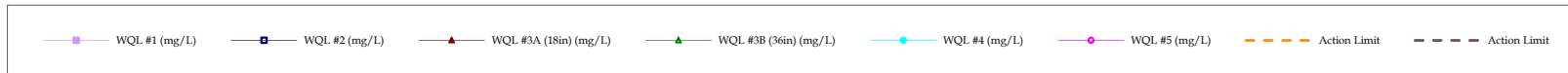
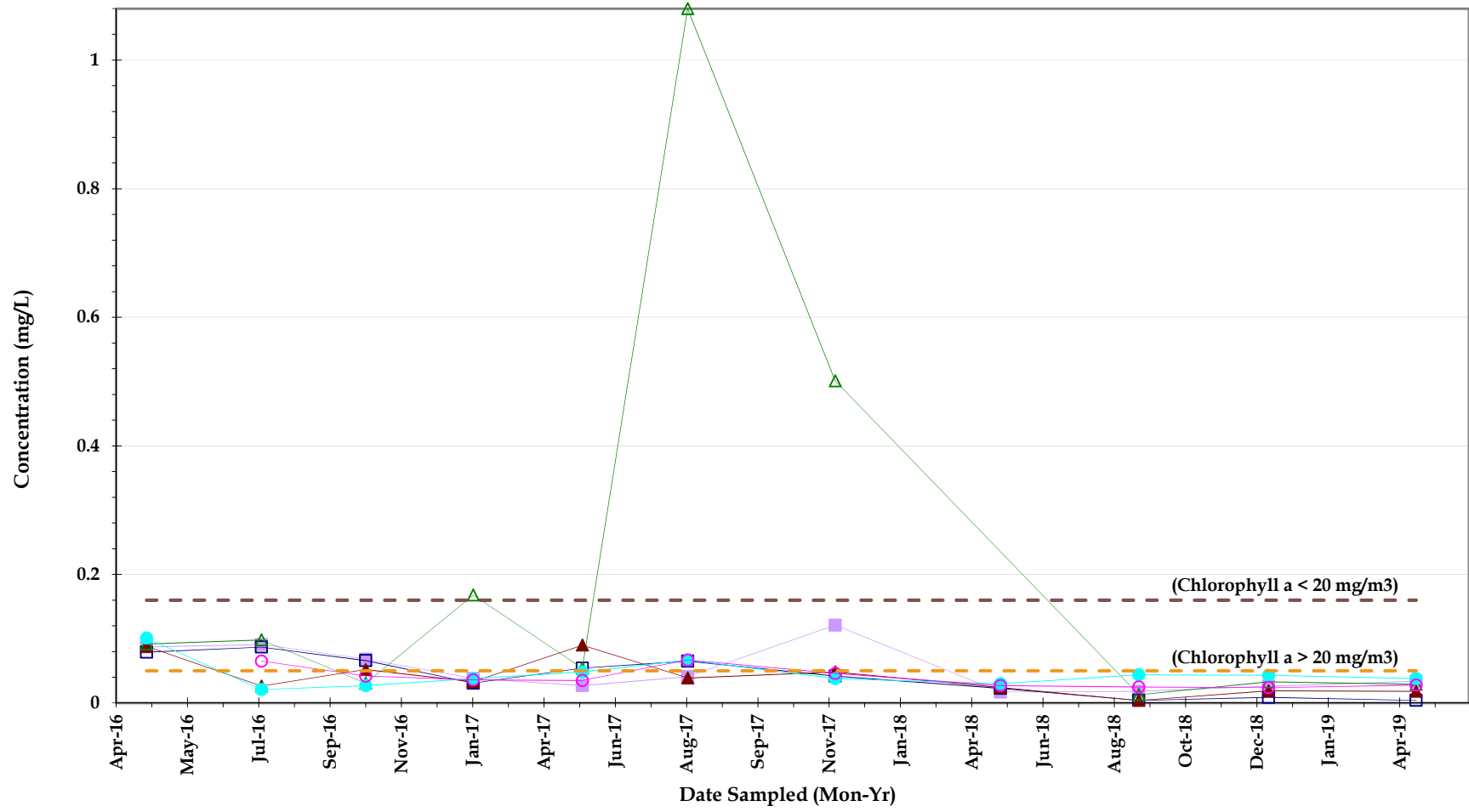
Chlorophyll a

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



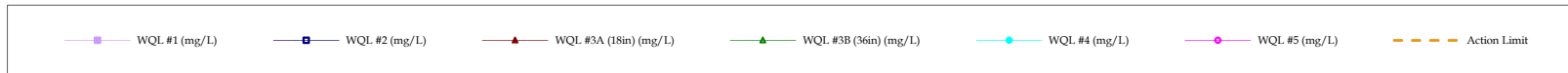
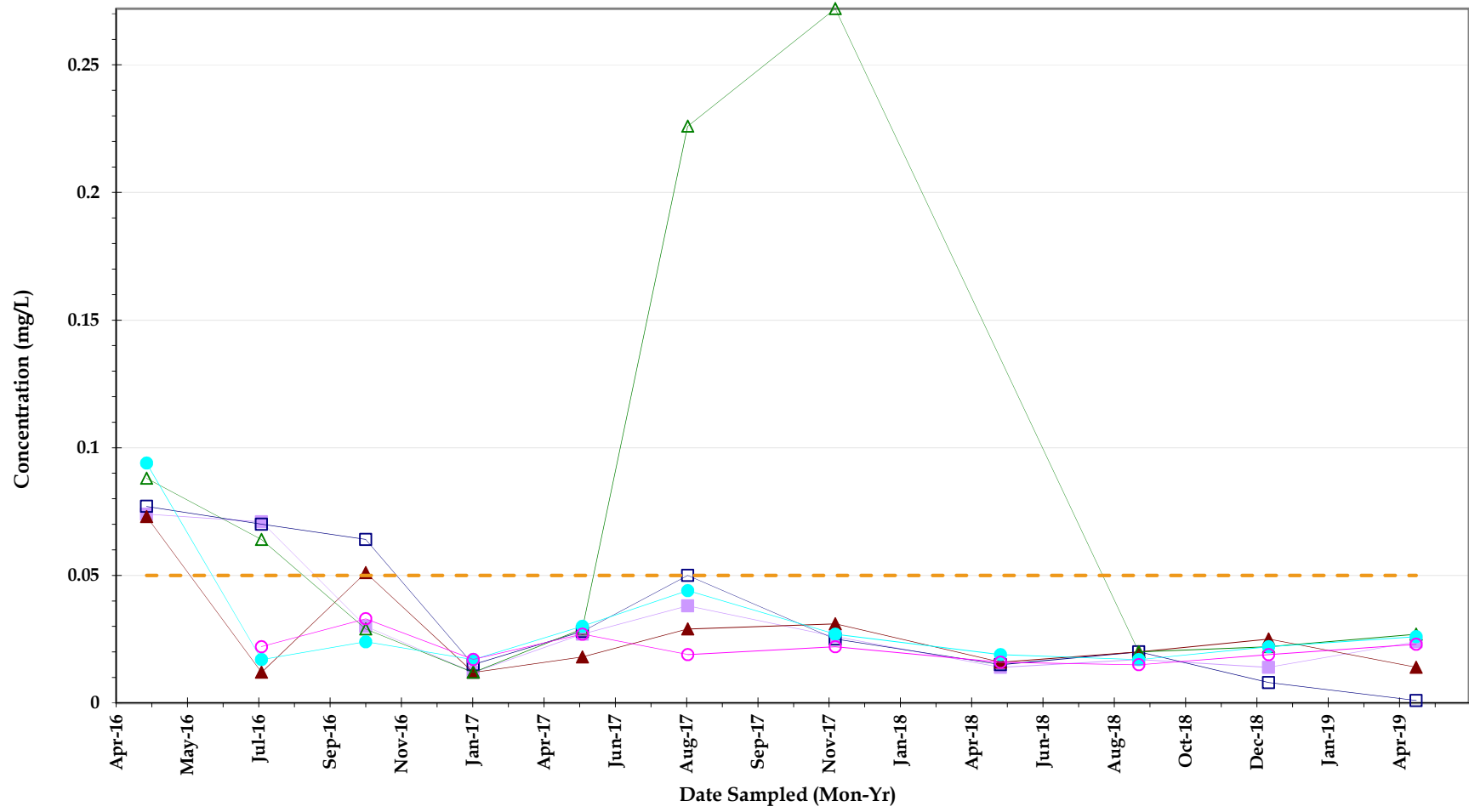
Total Nitrogen

Miromar Lakes
Water Quality Surface Water Sample results
 APRIL 2019



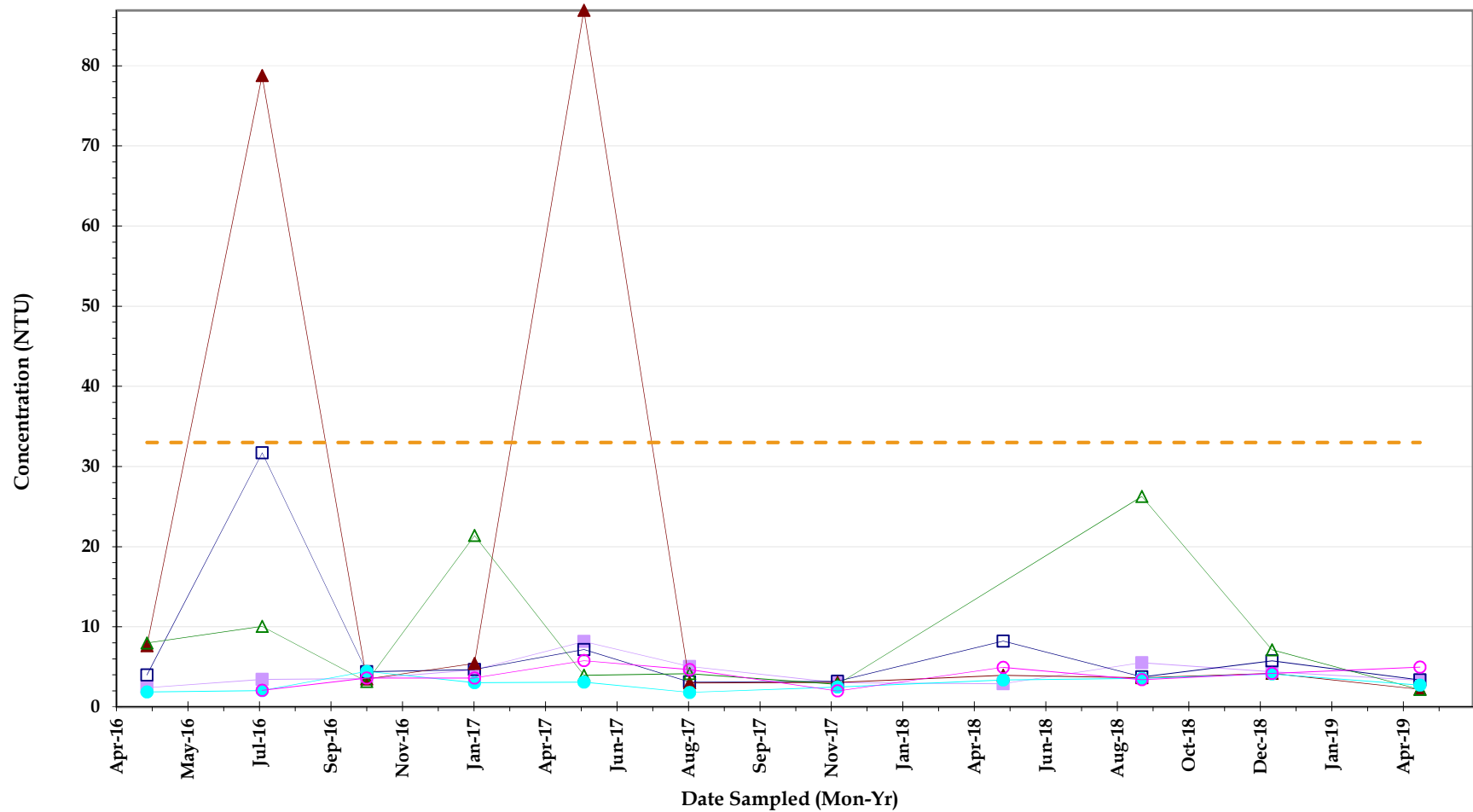
Total Phosphorus

Miromar Lakes
Water Quality Surface Water Sample results
 APRIL 2019



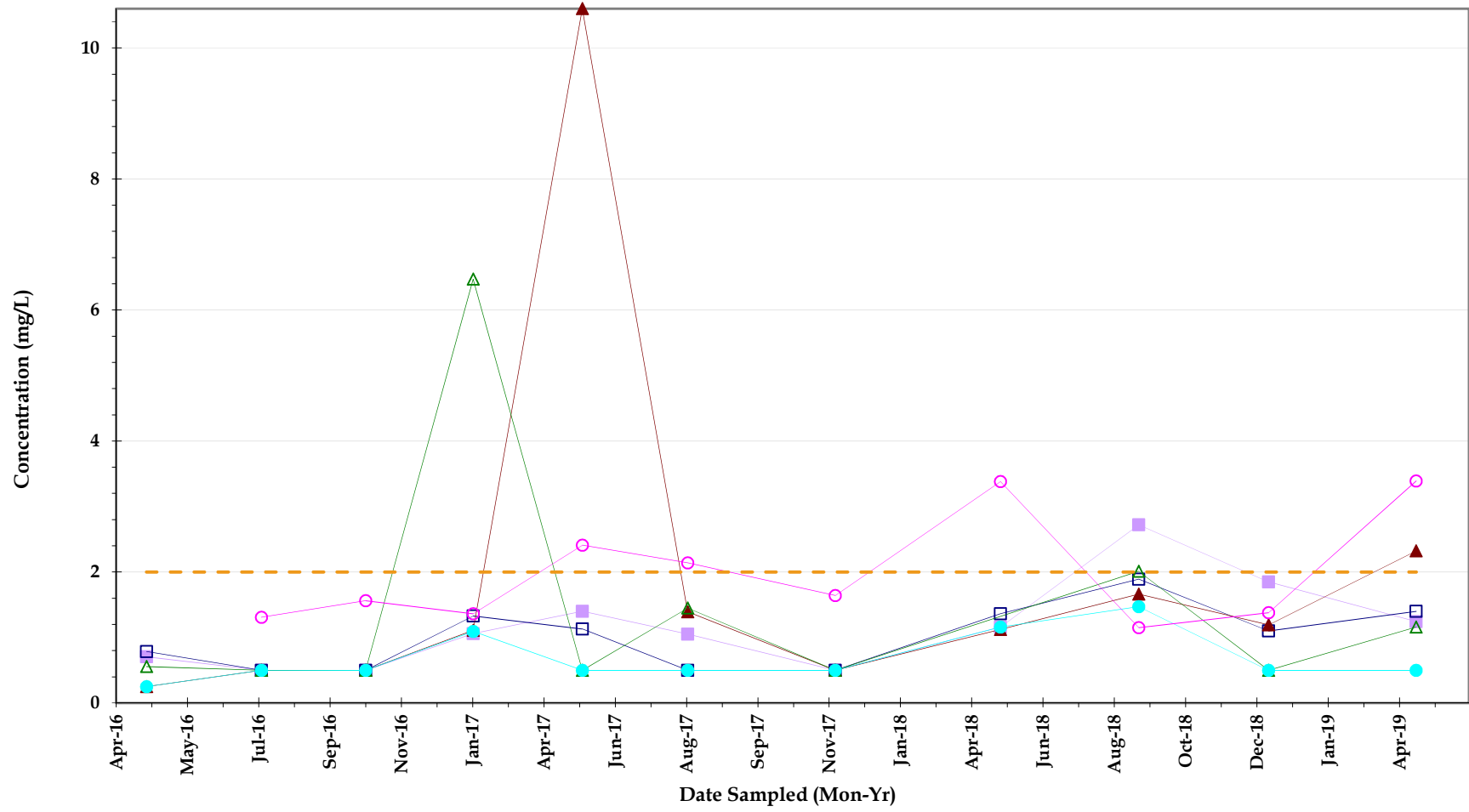
Orthophosphate

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



Turbidity

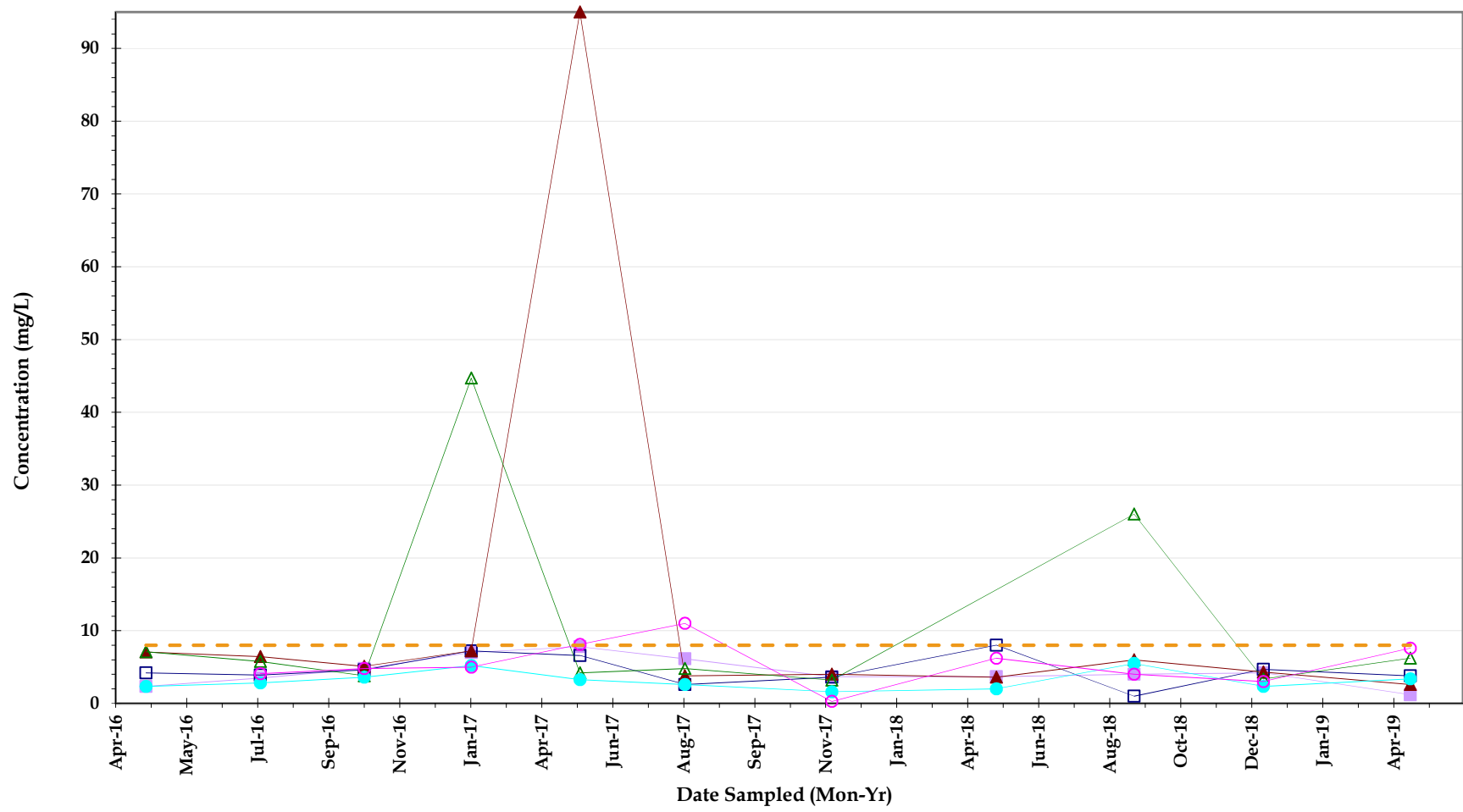
Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



Biochemical Oxygen Demand

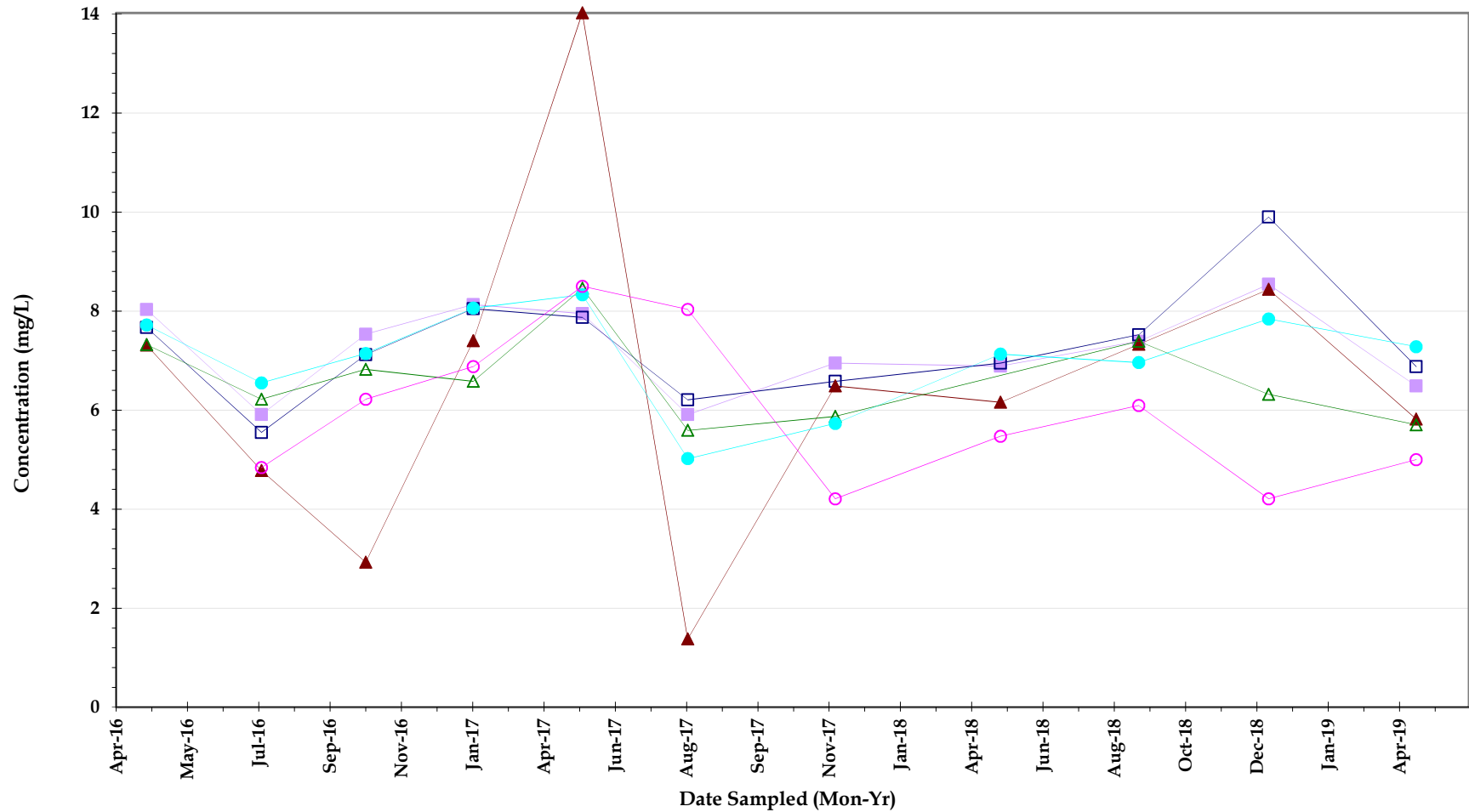


Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



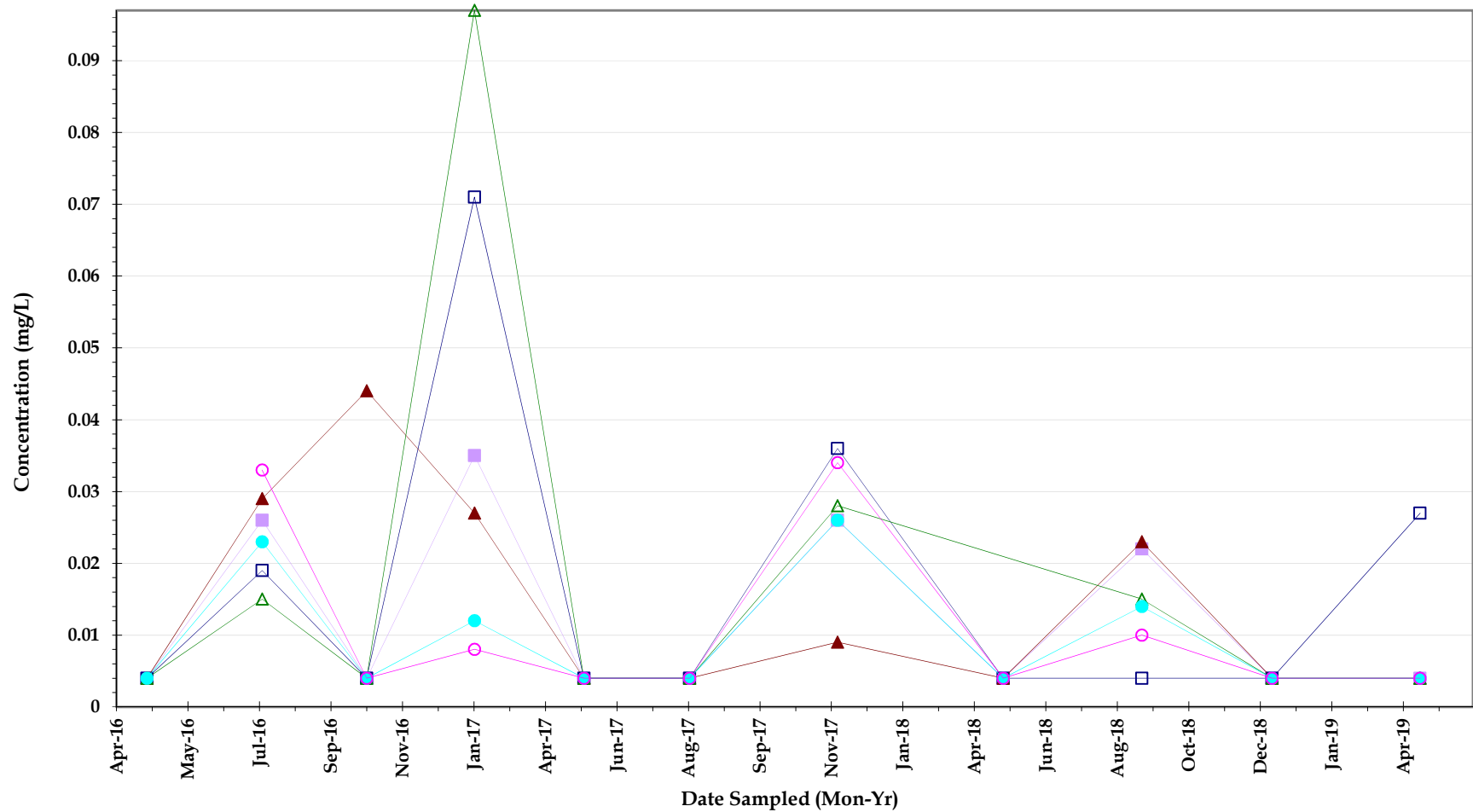
Total Suspended Solids

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



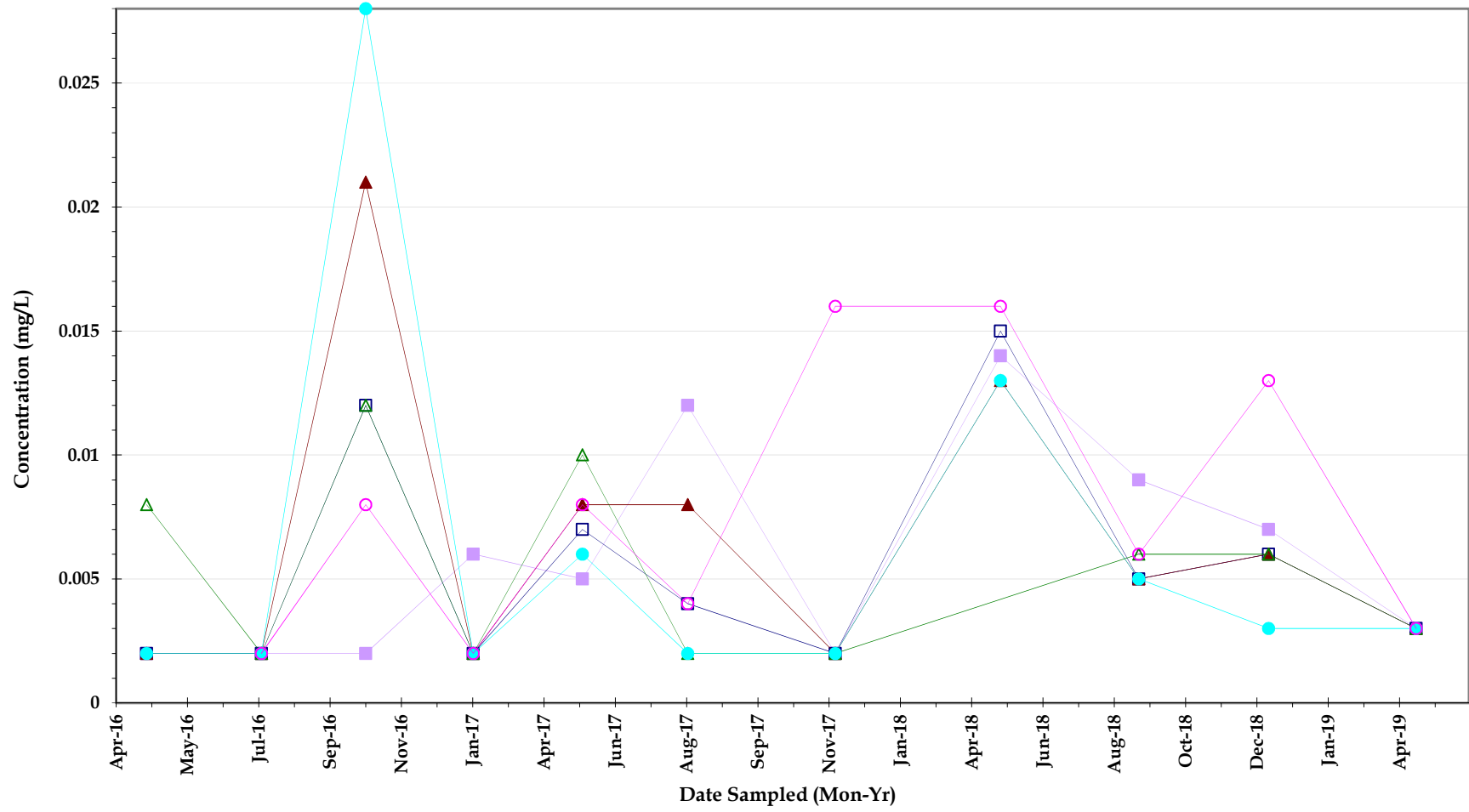
Dissolved Oxygen (mg/L)



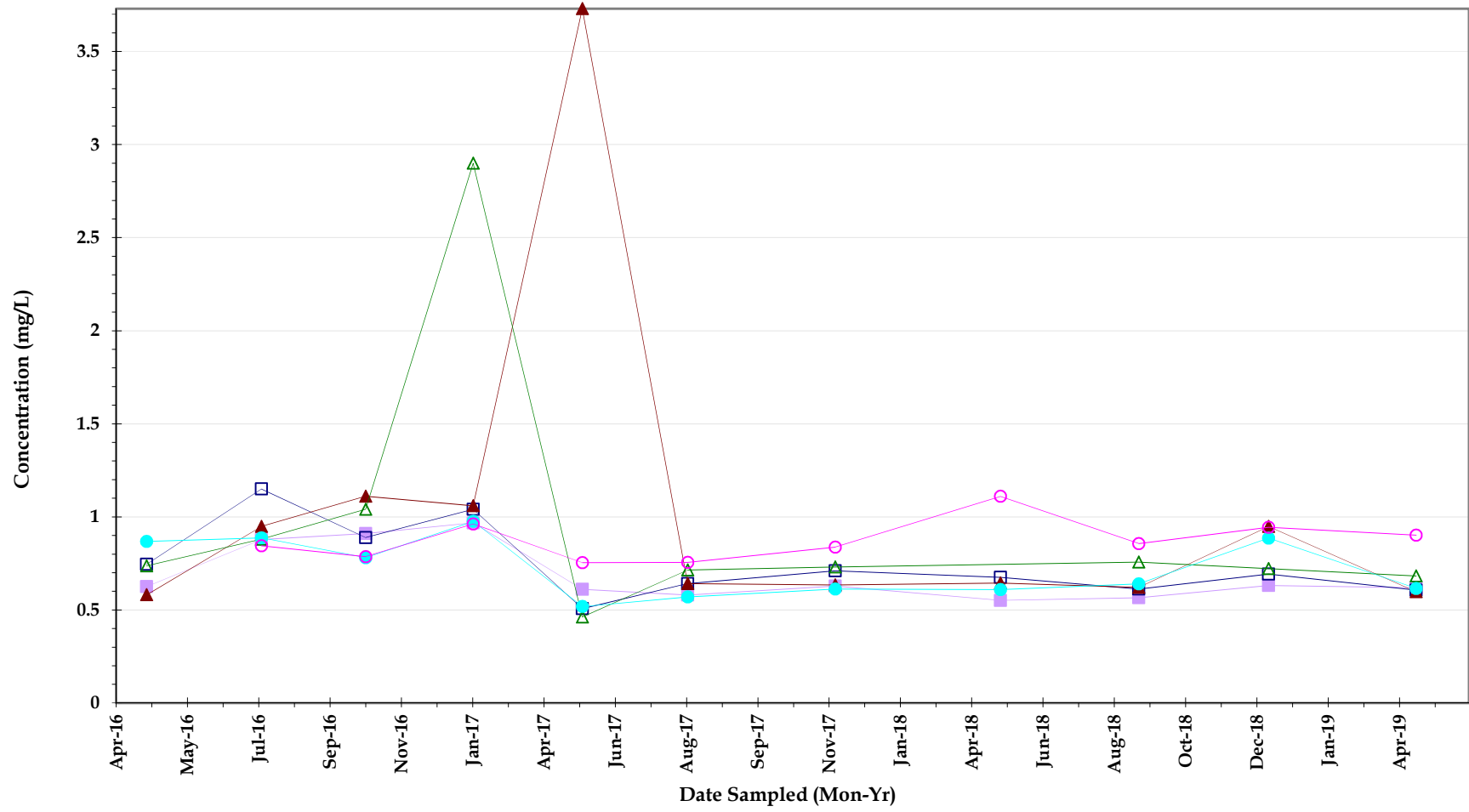


Ammonia

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019

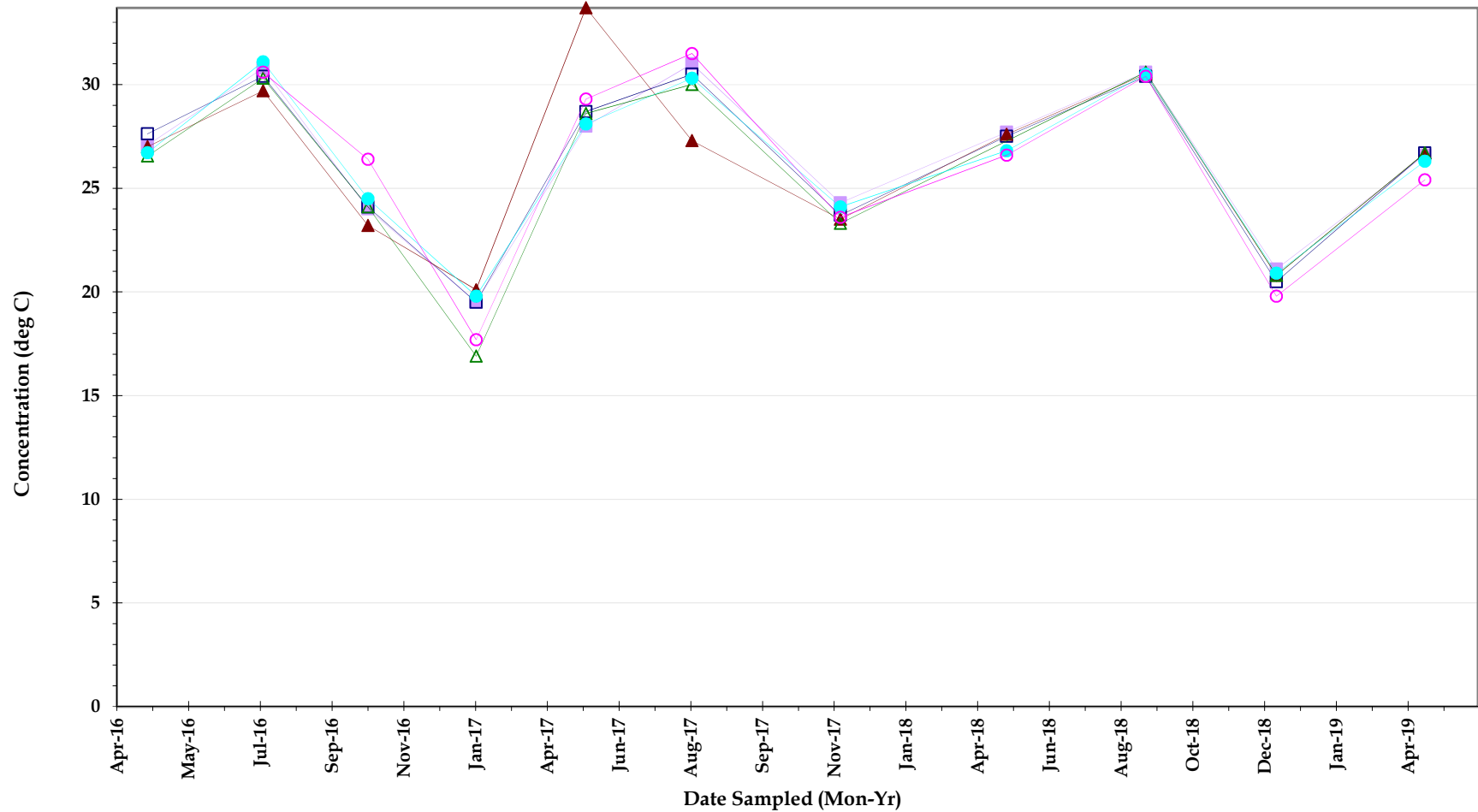


Nitrite + Nitrate



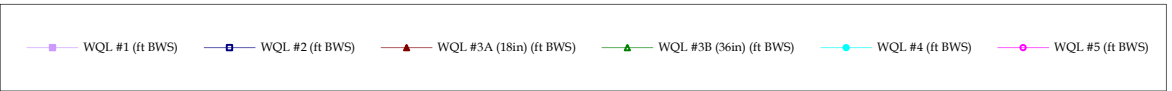
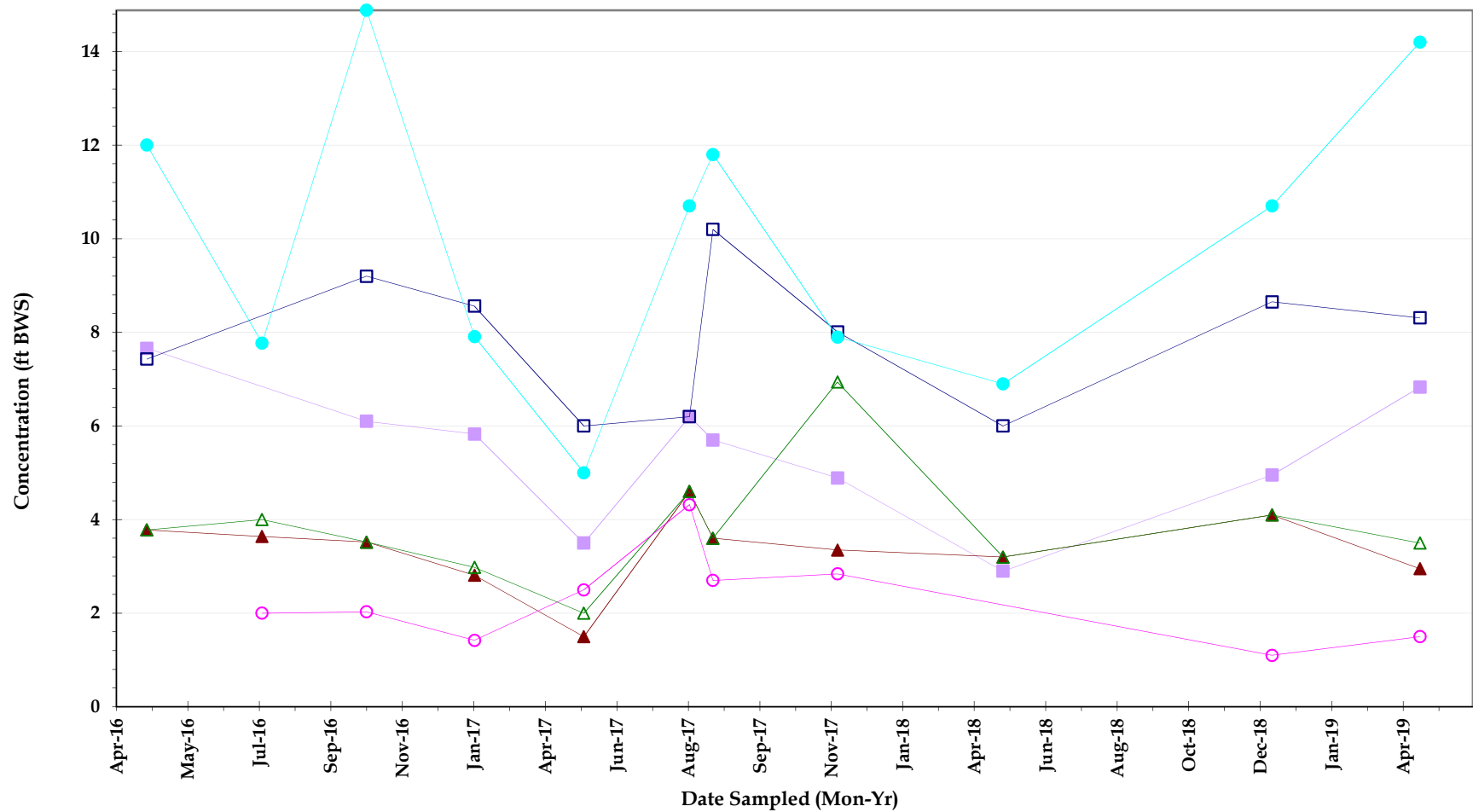
Total kjeldahl nitrogen (TKN)

Miromar Lakes
Water Quality Surface Water Sample results
 APRIL 2019



Temperature, sample

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019



Water Depth

Miromar Lakes
 Water Quality Surface Water Sample results
 APRIL 2019

Appendix D
Miromar Lakes
Homeowner's Guidance to Drainage booklet

MIROMAR LAKES



Homeowner's Guide To Drainage

MIROMAR LAKES CDD

Drainage and flooding problems in and around your home can be costly and a damaging nuisance. While you are developing your lot or landscaping your yard, you can inadvertently create flooding and drainage problems for you and your neighbors.

Fortunately following the guidelines listed below can often prevent most of these problems. These guidelines are based on actual problems encountered, and are intended to provide a brief overview of typical situations. The guidelines are general in nature and may not fit all situations.

The consequences of excessive stormwater runoff can be immediate and devastating, resulting in flooding and damages to lower or adjacent properties. Generally, stormwater runoff can be divided into two categories: surface water flow and natural / constructed watercourses. Surface water flow is defined as water that falls to the ground from the sky, diffuses as overland flow on the surface of the land, and follows no defined course or channel. Surface water can also include that which arises from springs. Some or all surface water flow may be lost by being dispersed over the ground through infiltration and evaporation.

A natural watercourse (including streams, drainage channels, canals and lakes) is a channel with defined bed and banks through which water normally passes as a body or stream during seasons and at times when streams in the region usually flow. Alterations to a natural / constructed watercourse, such as construction of conduits / pipes or other improvements in the stream bed, do not generally affect its status as a natural / constructed watercourse- when designed and installed properly per State Law and local ordinances.



Residential drainage structures for stormwater run-off

Many of the controversies over water issues have arisen when excessive water flowing from one owner's property is allowed to physically invade and damage another's property. Quite often these drainage issues arise in which no drainage structures or easements are involved. As subdivisions mature, it is important to keep in mind that drainage patterns change. Over time, fences, swimming pools, flowerbeds and sheds are built. Trees and bushes and other vegetation get larger and larger. Without proper homeowner planning and maintenance, all of the above mentioned items can adversely affect stormwater runoff. Property owners should be aware that they may have legal rights and responsibilities in regard to stormwater runoff entering and exiting their property. Such rights and responsibilities are almost entirely private in nature, meaning that the Miromar Lakes CDD may lack jurisdiction to intervene in certain matters that are more properly handled in a civil context by and between adjoining property owners. Property owners who are concerned about excessive water flow in or around their property are encouraged to ask their homeowner's insurance representative about the availability of flood insurance which may be available for homes regardless of the proximity to a flood zone.

STORM MAGNITUDES / FREQUENCIES

As an example, the term "25 year storm" is used in an attempt to simplify the definition of a rainfall event that statistically has a 4 percent chance of occurring in any given year (see below). In other words, any given storm event is expected to be less than the 25 year storm 96% of the time. However, storms of greater than a 25 year storm event can happen more than once in any given year. For instance:

Recurrence Intervals and Probabilities of Occurrences

Recurrence Interval	Probability of occurrence	Percent change of occurrence
In years	In any given year	In any given year
500	1 in 500	0.2
100	1 in 100	1
50	1 in 50	2
25	1 in 25	4
10	1 in 10	10
5	1 in 5	20
2	1 in 2	50

STORMWATER DOS:

- Keep stormwater facilities (grates, pipes, culverts and swales) open and clear at all times.
- Sod, seed or mulch exposed soil as soon as possible to prevent soil from entering the stormwater system.
- Talk with your neighbors about drainage in your area.
- Have downspouts and sump pumps discharge on your property and direct the flow away from the home and property line.
- Try to minimize impervious area (sidewalks, patio, pavers, roof, etc.).
- Keep fences out of drainage easements and stormwater facilities.
- Install a small concrete flow channel below roof drain outlets and sump pump discharge locations to minimize erosion in these areas.

STORMWATER DON'TS:

- Pour contaminants down the storm water drains.
- Don't EVER remove grates or manhole lids, not even to remove an obstruction to flow. Only authorized personnel are permitted to remove these types of structures for maintenance.
- Put grass clippings, leaves or other yard waste into storm water facilities (i.e. ditches, channels, swales, drains, etc.).
- Direct gutters and sump pumps onto neighboring properties or onto your property line.
- Construct fences perpendicular to the water flow.
- Place dirt, sand, rock, retaining walls or other construction material in a storm water facility (grates, pipe and culverts, swales)
- Expect storm water facilities to be completely dry immediately after a rain event.

Please contract Miromar Lakes CDD staff at 954-658-1000 to report any illicit discharge into Miromar Lakes stormwater system



Dry retention areas for stormwater overflow

Typical Terminology

(BMP) Best Management Practices- A measure used to control the adverse storm water related effects of development. BMPs may include structural devices (e.g. swales, filter strips, infiltration trenches and detention basins) designed to remove pollutants, reduce runoff rates and volumes, and protect aquatic habitats. BMPs may also include nonstructural approaches, such as public education efforts to prevent the dumping of household chemicals into storm drains.

Channel- Any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or manmade drainage way (canal), which has a definite bed and bank or shoreline, in or into which surface, groundwater, effluent, or industrial discharges flow either perennially or intermittently..

Easement- A grant by property owner for the use of a parcel of land by the general public, a corporation, or a certain person or persons for a specific purpose or purposes.

Erosion- The process whereby soil is detached by the action of water or wind.

Floodplain- That land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100- year frequency flood elevation including detached special flood hazard areas, ponding areas, etc. The floodplain is also known as the special flood hazard areas (SFHA).

Grassed Swales- A shallow channel or depression planted with vegetation commonly used in highly developed areas. The storm runoff collects in the swale and natural sedimentation removes the pollutants.

Groundwater- Water that is located within soil or rock below the surface of the earth. The same as subsurface water.

Impervious- Surfaces that cause the majority of rainfall to be converted to direct runoff. Asphalt, concrete and roofing systems are considered impervious.

Infiltration Basin- Man made basins planted with hardy vegetation that collects storm water and uses natural sedimentation to remove pollutants. The water will normally drain with 24 to 48 hours.

Infiltration Planters- Man made raised areas planted with vegetation to act as strip filters for parking lots, sidewalks and other paved urban areas. They are commonly seen around large buildings. **Raised planters should not be placed in a drainage path.**

Infiltration Trenches- Man made excavations that are lined with filter material. The trench holds and filters the storm water until it eventually seeps into the surrounding soil. These are used in areas when the natural soil doesn't drain that quickly.

Natural / Native Vegetation- This is a method of planting natural grasses and other vegetation to reduce and slow runoff and trap sediment.

Pervious Pavement- Pervious or porous pavement, when poorly maintained can remove from 65% to 95% of pollutants and sediments. Maintenance involves making sure the holes don't get clogged.

Runoff- The waters derived from melting snow or rain falling within a tributary drainage basin that exceeds the infiltration capacity of the soils of that basin.

Sedimentation- The process that deposits hydraulically moved soils, debris and other materials either on other ground surfaces or in bodies of water or storm water drainage systems.

Storm water Facility- All ditches, channels, conduits, bridges, culverts, levees, ponds, natural and man-made impoundments, wetlands, riparian environment, tile, swales, sewers, or other natural or artificial structures or measures which serve as a means of draining surface and subsurface water from land.

Water Table- The upper limit of a free water surface in a saturated soil or underlying material.

Wetland- Areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Under normal conditions, the area will have present hydrophytic vegetation, hydric soils, and hydrology to be classified as a wetland. Classification of areas shall follow the U.S. Army Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1.

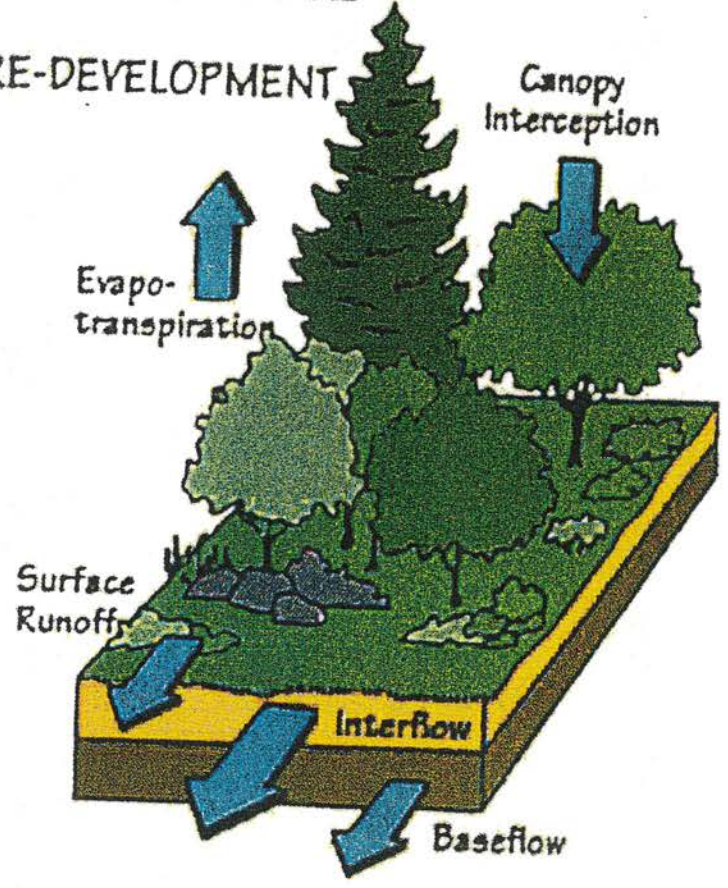


Wet retention area within stormwater system

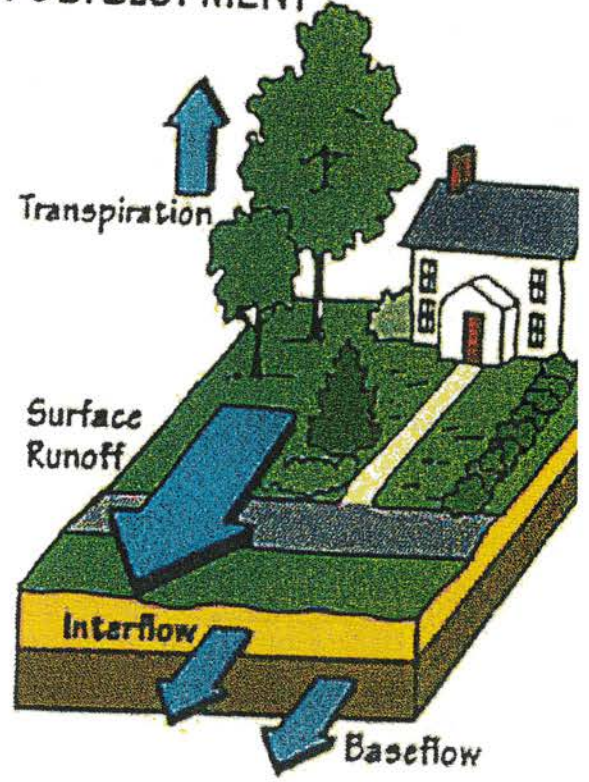
Miromar Lakes CDD

WATER BALANCE

PRE-DEVELOPMENT



POST-DEVELOPMENT



Appendix E

Miromar Lakes CDD Stormwater System Assets

Miromar Lakes Community Development District
ESTIMATED Asset Values - Fiscal Year 2018/19

Asset	Quantity	Date Built/Installed	Replacement Cost	Description
Storm Water System		Weir Boxes, Concrete Weir's and Drainage Pipe		
Lake 6	42	Various	\$ 173,000.00	Drainage strutures
Lake 1	9	Various	\$ 35,400.00	Drainage strutures
Lake 2	6	Various	\$ 24,600.00	Drainage strutures
Lake 3	6	Various	\$ 24,600.00	Drainage strutures
Wier & Outfalls	5	Various	\$ 152,000.00	
Total Boxes:	68			
Drainage Structures	435		\$ 829,500.00	Basins,Curb Inlets,P-tops,Manholes, Control Structures
Drainage pipe	39,252 ft.		\$ 2,799,090.00	Reinforced Concrete Pipe in Numerous Sizes
Total - Storm Water:			\$ 4,038,190.00	
		Cost per unit with tubing		
Aerator, fan and tubing		Years	\$5,000.00	Aerators, fans and tubing for ponds and lake. Replacement/repair program as of FY 2018
1A	4	2002-2018	\$ 20,000.00	
1B North	5	2002-2018	\$ 25,000.00	
1B South	5	2002-2018	\$ 25,000.00	
1C	2	2002-2018	\$ 10,000.00	
2A	4	2002-2018	\$ 20,000.00	
3A	4	2002-2018	\$ 20,000.00	
6A	3	2002-2018	\$ 15,000.00	
6B	3	2002-2018	\$ 15,000.00	
6C	1	2002-2018	\$ 5,000.00	
6D	3	2002-2018	\$ 15,000.00	
6E	4	2002-2018	\$ 20,000.00	
6G	3	2002-2018	\$ 15,000.00	
Total Aerators	41		\$ 205,000.00	

Appendix F
Miromar Lakes CDD
Example Aquatic Maintenance Bid

**MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

LAKE AQUATIC AND AERATION MAINTENANCE

BID SPECIFICATIONS

September 2017

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**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT
NOTICE TO BIDDERS**

LAKE AQUATIC AND AERATION MAINTENANCE WITHIN CDD MAINTAINED LAKES

NOTICE IS HEREBY GIVEN that sealed bids will be received by the MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), LEE COUNTY, FLORIDA, until 11:30 a.m., local time on Monday, October 23, 2017 at the offices of the District Engineer, Hole Montes Inc., 6200 Whiskey Creek Drive, Fort Myers, Florida 33919.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality lake aquatic and aeration maintenance required within the CDD maintained lakes, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District Manager, JP Ward and Associates, LLC 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 or by phone at 954-658-4900.

An on-site pre-bid conference (not mandatory) will be held on Thursday, October 12, 2017, beginning at 9:30 a.m. local time at the following location: **Miromar Lakes construction entrance (north of the main entrance to Miromar Lakes) on Ben Hill Griffin Parkway, Miromar Lakes, FL 33913.** A discussion and tour of the facilities will be conducted at that time.

The Bidder shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals along with an electronic version of the entire proposal in a pdf format to be marked as follows: "Miromar Lakes Community Development District - Lake Maintenance Proposal".

Proposals shall be prepared, addressed, and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors, and formalities, and to award the contract as it deems will best serve the interest of the District.

Miromar Lakes Community Development District
JAMES P. WARD, DISTRICT MANAGER

SECTION 1
INSTRUCTION TO BIDDERS

- 1.1 SEALED PROPOSALS-** Sealed proposals will be received at the time and place designated herein for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.
- 1.2 DEFINITION OF TERMS-** Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:
- District:** Miromar Lakes Community Development District
- Bidder:** Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative.
- Contractor:** The person, firm or corporation with whom the District has executed a contract for the work herein specified.
- Manufacturer or Supplier:** Any person, firm or corporation other than the contractor, supplying labor, material or equipment for the work herein specified.
- 1.3 DELIVERY OF PROPOSALS-** The proposer shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals, an electronic version in pdf format to be marked as follows: "Miromar Lakes Community Development District - Lake Maintenance Proposals" to Hole Montes Inc. at 6200 Whiskey Creek Drive, Fort Myers, Florida 33919 on or before 11:30 AM on November 27, 2017.
- 1.4 PROPOSAL FORMS-** The Bidder shall submit their proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to do each item of work called for.
- 1.5 SIGNATURE ON PROPOSAL-** The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.
- 1.6 FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.
- 1.7 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications, form of

agreement, and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.8 QUALIFICATION OF BIDDERS- It is required that all Bidders enclose with their sealed bids the following information:

- A. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Occupational License w/number and date of expiration, Restricted Pesticide License status, proof of suitable financial status, and current availability to handle projected workload.
- B. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
- C. List similar contracts for lake maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- D. The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
- E. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.

1.9 DISQUALIFICATION OF BIDDER- More than one bid from an individual, firm, partnership, corporation or association under the same or different name will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the District will be rejected.

1.10 Cone of Silence- The Cone of Silence shall be in effect for all vendors at the time the bid specifications are received from the District until the Board deliberates on the making of an award, there is a prohibition on communications with the District Manager and any District Board Members. The cone of silence does not apply to oral communications at the pre-bid/proposal meeting, oral presentations before selection committees, contract negotiations, and public communications in writing. All communications prior to proposal will be through Mr. Bruce Bernard at bbernard@cgasolutions.com or by phone at 954-658-1000.

1.11 RIGHT TO REJECT PROPOSALS- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.

1.12 AWARD OF CONTRACT- The award of the contract portions thereof as set forth

hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidders and the District is satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.

- 1.13 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the District or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the State of Florida.
- 1.14 **TERM AND AWARD-** the District reserves the right to hold all bids for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors. Term of contract will be for one year with automatic annual renewal per Article 5 within Lake Maintenance Agreement.
- 1.15 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.
- 1.16 ***Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.
- 1.17 **** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- 1.18 **Public Records-** Contractor awarded this bid will be subject to Florida Statutes, Section 119.0701, enacted by the State of Florida, which relates to any public record requests involving this contract. If the contractor has questions regarding Chapter 119 of the Florida Statutes, to their duty to provide – the contractor public records relating to the contract, please contact the CDD Director, Mr. Jim Ward, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, or e-mail at JimWard@jpwardassoc.com

LAKE MAINTENANCE AGREEMENT

THIS LAKE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (the "District") and _____, a Florida _____ (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping, and other infrastructure within the Miromar Lakes community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide lake maintenance services within the District; and

WHEREAS, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each party by this Agreement, receipt of which is hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS**. That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES**.

A. The District desires that the Contractor provide professional lake, littoral shelf and lake bank maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of _____, 2017 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE MAINTENANCE SERVICES**. The monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth

herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Lee County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular meetings of the District's Board of Supervisors, if requested, and at such other special meetings of the District's Board of Supervisors. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following vandalism and/or other abuse of property.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the Commencement Date through _____ (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District in monthly installments of _____ Thousand _____ and No/100 Dollars (\$ _____ .00).

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor's compensation set forth above: (i) prompt cleanup of debris within and adjacent to the lake areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all lakes and littoral areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. WARRANTIES. The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The Contractor may install, from time to time, various plantings by virtue of a contemporaneously executed agreement between Contractor and District ("Separate Installation Agreement"). The Contractor shall replace, at Contractor's expense, all plant material including, but not limited to, littoral plants installed by Contractor pursuant to this Agreement or the Separate Installation Agreement (hereinafter "Plant

Material”) which, in the opinion of the District, fails to maintain a healthy, vigorous condition required by the terms and conditions of this Agreement and any specifications. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY**. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE**.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Miromar Lakes for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific

performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. **PUBLIC RECORDS.** CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace,, Suite 1, Oakland Park FL 33334.

20. **SEVERABILITY.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. **EXHIBITS.** All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. **COMPLETE AGREEMENT.** This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. **MODIFICATIONS.** This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. **WAIVER.** No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. CONSTRUCTION OF THIS AGREEMENT.

A. TITLES. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. ORDER OF PARAGRAPHS. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. PRONOUNS. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. FLORIDA LAWS. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. NEGOTIATION OF AGREEMENT. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. INTERPRET TO BIND AND TO DO JUSTICE. This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

26. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Miromar Lakes Community Development District
c/o JPWard & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jpwardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Attn: _____

_____ @ _____

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

28. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

By: _____
David Herring, Chairman

Dated: _____

CONTRACTOR:

a Florida _____

By: _____

Name: _____

Title: _____

Dated: _____

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "A"
SCOPE OF SERVICES

Exhibit A

Scope of Services

6.01 SCOPE OF WORK – The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit “B” Bid schedule.

Exhibit “C” are maps showing the locations to be maintained by this contract.

6.02 DETAILED SPECIFICATIONS

1. General

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds as depicted within Exhibits “A”, “B”, and “C” and size and locations of which shall be independently verified by the Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit “C” accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses torpedograss, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem, and will be treated accordingly to district satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, and conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.
- The contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Contractor will be pro-active in their weekly inspections to identify and report emergent of nuisance vegetation, submerged or native loss of wetland species over 10% from the previous inspections to the District representative. Contractor will take note of water edge conditions, and document within their reports any erosion issues encountered detrimental to the littoral shelves or lake bank stabilization.
- Additionally, the operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time (see Exhibit "C" attached).
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as may be required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks. The spraying of excessive spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies.

2. Pond Bank, Prairies and Littoral Zone Maintenance

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies within Exhibit "C". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed, and which should be retained.

3. Aeration Maintenance

The Contractor will perform inspections, and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits as required (approximately once every 180 days). Additional cleanings will be billed at time and materials. An inspection report will be generated and provided to District rep. after each maintenance visit detailing the work performed on each aerator and fountain.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffle assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 10% markup, with coast to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Aerator Lake	Lake Locations Aerator	Lake	Aerator
1A	4	6A	3
1B-North	5	6B	3
1B-South	5	6C	1
1C	2	6D	3
2A	4	6E	4
3A	4	6G	3
Total	24		17
		Total 41	

Fountains Subdivision	Lake
Vivaldi	6-I
Valencia	6A, 6G
Porto Romano	3A, 3C
	Total 5

4. Miscellaneous Requirements.

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away, and shall be disposed of by the Contractor unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the two feet up the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.

- Trash and other foreign debris will be removed from each lake and mitigation area on at least a bi-weekly basis.
- Spraying of beaches and rocks shall be completed once per month. There is 7,740 ft. of beach front and 17,870 ft. of rocks. Areas are included on the exhibit map "C".
- Lake #5 – Maintenance of this area will include maintaining the immediate perimeter along Miromar property only (bank and first 30 feet within water).

5. Reports.

The Contractor shall email to the District Representative after each treatment a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide District rep. with a list of chemicals to be applied within the project prior to commencement.

6. Payment.

The Contractor will be paid per Section 5 of the agreement for monthly work accomplished scheduled during the previous month's schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

7. Selection of Bid Items.

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

8. Tools, Plants, and Equipment.

If at any time before the commencement or during the progress of the work the equipment appears to the District Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the District.

9. Inspection.

The work will be conducted under the direction of the District, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District Rep., nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings quarterly at a time and date to be mutually determined. A ride through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

10. Acceptance of Finished Work.

The District Rep. will make inspections of the work covered by this contract on a monthly basis for quality control.

11. Contract Drawings and Specifications.

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. Qualifications.

The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator's license.

13. Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity of aquatic and aeration vendor.

Separate Sheets

Exhibit "B" – Bid Schedule

Exhibit "C" – Lake Banks, Detention Areas and Mitigation Area – map

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "B"
BID SCHEDULE

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "C"
MAPS

Exhibit "B" Miromar Lakes CDD

Water Management and Conservation Mitigation Areas Maintenance

Bid Schedule

A.	Lakes I.D. #	Yearly Bid Price	Lakes I.D #	Yearly Bid Price	
1.	1A	\$ _____	12.	6D	\$ _____
2.	1B	\$ _____	13.	6E	\$ _____
3.	1C	\$ _____	14.	6F	\$ _____
4.	2A	\$ _____	15.	6G	\$ _____
5.	3A	\$ _____	16.	6H	\$ _____
6.	3B	\$ _____	17.	6I	\$ _____
7.	3C	\$ _____	18.	6J	\$ _____
8.	5/6 N. Mod	\$ _____	19.	5/6 S. Mod	\$ _____
9.	6A	\$ _____	20.	6N	\$ _____
10.	6B	\$ _____	21.	6O	\$ _____
11.	6C	\$ _____	22.	6P	\$ _____
			23.	5/6 South	\$ _____
				Sub-Total	\$ _____

B. Mitigation Area Yearly Maintenance

Mitigation #1-\$ _____ Mitigation #2-\$ _____ Mitigation #3-\$ _____ Mitigation #4-\$ _____
 Sub-Total \$ _____

C. Maintenance Yearly for aerators and fountain

Sub-Total \$ _____

D. Add Alternates for future Miromar waterbodies once conveyed to CDD (yearly bid amount)

Lake I.D. #: 3D-\$ _____ 6K-\$ _____ 6L-\$ _____ 6Q-\$ _____ 5/6 N. Mod 2,3,4-\$ _____
Saw Marsh Castel Vistardi RIVERWAY

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation areas,, aerators and fountain

Total \$ _____

(Contractual bid price will be invoiced each month for 1/12 of bid total)

Company Signature _____

Date _____

_____ (print)

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