

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

**1. WORDING FOR AGENDA:**

Request Board authorize execution of Supplemental Agreement No. 8 between the Lee County Port Authority and Johnson Engineering, Inc. for various FY 2004/05 General Environmental and Planning Management and Related Consulting Services in the amount of \$235,480. Funds are available in account 41200; RSW Operating and contingent upon final adoption of the FY 04-05 LCPA Budget.

**2. SUBJECT CATEGORY:**

Budgeting, Purchases, Contracts, and Agreements

C14A

**3. MEETING DATE:**

10-19-2004

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

**TIME REQUIRED:**  
(Public Only)

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. (ALL REQUESTS)  
 NAME Mark Fisher  
 DEPT. Development
- B. (PUBLIC ONLY)  
 CITIZEN NAME \_\_\_\_\_  
 CITIZEN PHONE \_\_\_\_\_

**7. BACKGROUND:**

The attached agreement authorizes work under the Board's contract with Johnson Engineering (JE), the Port Authority's General Environmental and Planning consultant, to provide the following services related to projects and tasks at RSW and Page Field:

Task No. 49 – RSW Land Management - \$14,040. This is a permit requirement. Consultant will provide environmental oversight of the Exotic/Nuisance Vegetation Control and Management of the Runway 6/24 Conservation Areas, Police/Fire Training Facility, Wastewater Treatment Plant and Vehicle Maintenance Building, and Prescribed Burns in the conservation areas to meet agency permits and development approval commitments.

Task 50 – RSW Fuel Storage Tank Registration and Regulatory Compliance - \$4,500. This is a permit requirement. Consultant will perform inspections and maintain compliance with FDEP rules and regulations for storage tank systems.

Task 51 – RSW Fuel Farm Air Quality Annual Report - \$500. This is a permit requirement. Consultant will prepare and submit FDEP-required annual emissions report on three aviation kerosene (Jet-A Fuel) storage tanks.

- continued -

**8. RECOMMENDED ACTION:**

Recommend Board authorize execution of Supplemental Agreement No. 8 between the Lee County Port Authority and Johnson Engineering, Inc. for various FY 2004/05 General Environmental and Planning Management and Related Consulting Services in the amount of \$235,480.

**9. RECOMMENDED APPROVAL**

DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	DEPUTY EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR
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*(Handwritten signatures in approval boxes)*

**10. SPECIAL MANAGEMENT COMMITTEE ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

9-27-04

BT  
Chairman JMUT

**11. PORT AUTHORITY ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Background (continued)

Task 52 – RSW Runway 6/24 Mitigation Monitoring - \$14,964. – This is a permit requirement. Consultant will summarize collected data from the mitigation areas and submit a report to the regulatory agencies to meet permit requirements.

Task 53 – RSW/FMY Permit Tracking System Maintenance and Upgrade - \$4,000. Consultant will maintain and upgrade the permit tracking system to ensure timely permit renewal, comment and reporting deadlines.

Task 54 – RSW Wildlife Tracking Program - \$4,000. Consultant will maintain and upgrade the AIRMAN database of wildlife survey results and strike data.

Task 55 – RSW Compliance Monitoring In Accordance With Limiting Conditions Of Water Use and Irrigation - \$5,000. This is a permit requirement. Consultant will submit monthly pumpage reports, quarterly water quality monitoring reports, and calibration of water accounting method as required by the SFWMD Water Use Permit.

Task 56 – RSW Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan Updates - \$67,601. This is a permit requirement. Consultant will conduct site inspections, reporting, training and update of the current SWPPP and the preparation of the SPCC plan to meet the airport's NPDES permit.

Task 57 – RSW Water Quality Monitoring for Midfield Terminal Complex Project - \$65,000. This is a permit requirement. Consultant will monitor the quality of water discharging from MTC to ensure discharges meet state water quality standards as outlined in the US Army Corp of Engineers' permit.

Task 58 – RSW FAR Part 150 Noise and Land Use Compatibility Study - \$11,390. Consultant will provide a public workshop forum, with appropriate exhibits, etc., to discuss the draft operational and land use mitigation alternatives.

Task 59 – FMY Fuel Storage Tank Registration and Regulatory Compliance - \$4,200. This is a permit requirement. Consultant will perform inspections and maintain compliance with FDEP rules and regulations for storage tank systems.

Task 60 - FMY National Pollutant Discharge Elimination System Permit (NPDES) - \$10,285. This is a permit requirement. Consultant will perform annual site compliance inspection and training requirements of the FDEP Multi-Sector Generic Permit for Storm Water Associated with Industrial Activity in accordance with current rules and regulations.

In addition, Task 21 – Environmental/Planning Services will be increased by \$30,000 to provide for support services that may be necessary in addition to the specific services outlined in the contract. As with all Port Authority Development general consultant contracts, all Tasks are contingent on the availability of funds and the issuance of a written Task Authorization in accordance with the Board-approved contract. Only Tasks authorized to begin and subsequently performed can be billed by and paid to the Consultant.

LEE COUNTY CONTRACT NO. 2371

LEE COUNTY PORT AUTHORITY

SUPPLEMENTAL AGREEMENT NO. 8

The term SUPPLEMENTAL AGREEMENT as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing professional services, tasks, or work contained in the initial Professional Services Agreement or Service Provider Agreement. Such supplemental services, tasks, or work are consistent with and included within the Scope of Services as set forth in said initial Professional Services Agreement, or Service Provider Agreement.

This Supplemental Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Lee County Board of Port Commissioners (AUTHORITY) and Johnson Engineering, Inc., (CONSULTANT) and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement, for the Project Known as:

GENERAL ENVIRONMENTAL AND PLANNING MANAGEMENT SERVICES

which Agreement was made and entered into on March 14, 2003, and as said Agreement was subsequently supplemented by Supplemental Agreement(s) Nos. 1, 2, 3, 4, 5, 6 and 7, which were respectively made and entered into on July 9, 2003, June 19, 2003, November 10, 2003, March 25, 2004, April 29, 2004, July 29, 2004 and July 29, 2004.

All of the covenants, terms, conditions, provisions and contents of the Professional Services Agreement referred to above, and any Amendments executed thereto, shall be and are applicable to this SUPPLEMENTAL AGREEMENT, as if the same were set forth and contained herein.

A determination has been made by the AUTHORITY that pursuant to and under the purview of the "Scope of Professional Services," Exhibit "A" and the "Compensation and Method of Payment," Exhibit "B" of said Professional Services Agreement, the AUTHORITY desires to supplement the services(s) of CONSULTANT.

The AUTHORITY hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereafter as a supplement to the services and/or work previously authorized and agreed to. Such services and/or work shall be known nominally as:

General Environmental and Planning Management Services

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SECTION 1.00 SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services, tasks and work required and necessary to complete the services and work as set forth in Exhibit "SA-A," entitled "Scope of Professional Services" dated \_\_\_\_\_, 20\_\_, which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

SECTION 2.00 COMPENSATION

The AUTHORITY shall pay the CONSULTANT for all requested and authorized SUPPLEMENTAL AGREEMENT services, tasks, or work completed hereunder by the CONSULTANT and accepted by the AUTHORITY in accordance with the provisions for compensation and payment of said services, tasks or work as set forth and prescribed in Exhibit "SA-B" dated \_\_\_\_\_, 20\_\_, entitled "Compensation and Method Of Payment," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

The amount of the change in contract compensation and time set forth in this SUPPLEMENTAL AGREEMENT is understood and agreed by both the AUTHORITY and the CONSULTANT to be fair, equitable and adequate, and the changed compensation is to include any and all direct costs, indirect costs, or associated costs which may result from or be caused by this SUPPLEMENTAL AGREEMENT.

The CONSULTANT may cross-utilize funds from the various tasks to accomplish the overall purpose and goal of this AGREEMENT provided prior approval has been obtained from the PORT AUTHORITY. The PORT AUTHORITY shall review the need for such request and the impact on other assigned tasks.

The PORT AUTHORITY shall retain the authority to delete tasks, which are outlined in the scope of services.

SECTION 3.00 TIME AND SCHEDULE

3.01 Time is of the Essence

The timely performance and completion of the required services, work, and materials is vitally important to the interests of the AUTHORITY. Time is of the essence for all of the duties and obligations contained in this SUPPLEMENTAL AGREEMENT.

### 3.02 Task Authorizations

Following the execution of this SUPPLEMENTAL AGREEMENT, by both parties, the AUTHORITY shall issue the CONSULTANT a written Task Authorization. Following the issuance of such Task Authorization, the CONSULTANT shall be authorized to commence work and shall commence work promptly and shall carry on all such services, tasks and work as may be required in a continuous, diligent, and forthright manner to expeditious completion.

### 3.03 Time of Performance

The CONSULTANT agrees to complete the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in Exhibit "SA-C," dated \_\_\_\_\_, 20\_\_, entitled "Time and Schedule of Performance," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

### SECTION 4.00 SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

In providing and performing the services, tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT intends to engage the assistance of the Subconsultant(s) and/or subcontractor(s) set forth in Exhibit "SA-D" dated \_\_\_\_\_, 20\_\_, entitled "Consultant's Associated Subconsultant(s) and Subcontractor(s)," which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

### SECTION 5.00 PROJECT GUIDELINES AND CRITERIA

In providing and performing the tasks or work required pursuant to this SUPPLEMENTAL AGREEMENT, the CONSULTANT shall be guided by the content of Exhibit "SA-E" dated \_\_\_\_\_, 20\_\_, entitled "Project Guidelines and Criteria" which is attached hereto and made a part of this SUPPLEMENTAL AGREEMENT.

### SECTION 6.00 PROHIBITED INTERESTS

No member, officer or employee of the Port Authority or of the locality during his term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## SECTION 7.00 LOBBYING CERTIFICATION

The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONSULTANT shall require that the language of this section, as well as Section 6.00, be included in this award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## SECTION 8.00 ACCEPTANCE

Acceptance of this SUPPLEMENTAL AGREEMENT shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and shall be attested and witnessed as indicated.

This Agreement shall become effective upon concurrence by the Federal Aviation Administration and/or the Florida Department of Transportation, if required.

IN WITNESS WHEREOF, the parties hereto, by the duly authorized representatives, have executed this SUPPLEMENTAL AGREEMENT effective the day and year first written hereinbefore.

ATTEST:

Karen Bryant  
(Witness)

Amirak Zmatus  
(Witness)

CONSULTANT:

Johnson Engineering, Inc.

By: Chris [Signature]  
(Authorized Signature)

Project Manager  
(Title)

DATE: August 17, 2004

PORT AUTHORITY APPROVAL

By: \_\_\_\_\_  
Port Authority Executive Director  
or Designee

Date: \_\_\_\_\_

ATTEST:  
CLERK OF CIRCUIT COURT

BY: \_\_\_\_\_

AUTHORITY: LEE COUNTY, FLORIDA  
BOARD OF PORT COMMISSIONERS

BY: \_\_\_\_\_  
Chairman

RECOMMENDED:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of Port Attorney

FAA Approved  
By: \_\_\_\_\_  
Date

FDOT Approved  
By: \_\_\_\_\_  
Date

EXHIBIT "SA-A"

Date: \_\_\_\_\_

SCOPE OF PROFESSIONAL SERVICES

for: General Architectural and Engineering Management Services

SECTION 1.00 SUPPLEMENTS(S) TO, OR CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, referred to hereinbefore is hereby supplemented so that the CONSULTANT shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

(List each previously established phase or task to be supplemented and provide a comprehensive description of the services, tasks, or work resulting from the Supplement(s)).

See Attachments



Date: \_\_\_\_\_

COMPENSATION AND METHOD OF PAYMENT

for: General Architectural and Engineering Management Services

SECTION 1.00 CHANGES(S) IN COMPENSATION

The compensation the CONSULTANT shall be entitled to receive for providing and performing the supplemented tasks or work as set forth and enumerated in the Scope of Services set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-To-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or subtask described and authorized in Exhibit "SA-A". In accordance with Professional Services Agreement Article 5 "Method of Payment" tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 21	Env/Planning Services	\$ 30,000.00	LS	W.I.P.P.
Task 49	RSW Land Mgmt	\$ 14,040.00	LS	W.I.P.P.
Task 50	RSW Fuel Storage	\$ 4,500.00	LS	W.I.P.P.
Task 51	RSW Fuel Farm Air	\$ 500.00	LS	W.I.P.P.
Task 52	RSW Mitigation	\$ 14,964.00	LS	W.I.P.P.
Task 53	Permit Tracking	\$ 4,000.00	LS	W.I.P.P.
Task 54	RSW Wildlife Track	\$ 4,000.00	LS	W.I.P.P.
Task 55	RSW Water Use	\$ 5,000.00	LS	W.I.P.P.
Task 56	RSW SWPPP/SPCCP	\$ 67,601.00	LS	W.I.P.P.
Task 57	RSW Water Quality	\$ 65,000.00	LS	W.I.P.P.
Task 58	RSW FAR Part 150	\$ 11,390.00	LS	W.I.P.P.
Task 59	FMY Fuel Storage	\$ 4,200.00	LS	W.I.P.P.
Task 60	FMY NPDES	\$ 10,285.00	LS	W.I.P.P.
TOTAL (Unless list is continued on next page)		\$235,480.00	LS	

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 1	RSW Land Management	\$ 14,040.00			\$ 14,040.00
Task 2	RSW Spill Control	\$ 10,200.00			\$ 10,200.00
Task 3	FMY Spill Control	\$ 6,800.00			\$ 6,800.00
Task 4	RSW Tank Registration	\$ 4,500.00			\$ 4,500.00
Task 5	FMY Tank Registration	\$ 4,330.00			\$ 4,330.00
Task 6	FMY NPD	\$ 10,285.00			\$ 10,285.00
Task 7	RSW NPD	\$ 12,325.00			\$ 12,325.00

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 8	RSW Bird Survey	\$ 1,840.00			\$ 1,840.00
Task 9	RSW Water Quality	\$ 13,294.00			\$ 13,294.00
Task 10	RSW Well Abandonment	\$ 2,450.00			\$ 2,450.00
Task 11	RSW Irrigation Well	\$ 3,400.00			\$ 3,400.00
Task 12	RSW Noise Program	\$ 18,960.00			\$ 18,960.00
Task 13	RSW FF Air Quality	\$ 3,066.00			\$ 3,066.00

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 14	RSW RW Muck Transfer	\$ 8,800.00	(\$8,800.00)		\$ 0.00
Task 15	RSW RW 6/24 Monitoring	\$ 14,964.00			\$ 14,964.00
Task 16	FMY MP Comp Plan	\$ 90,750.00	(\$12,450.00)		\$ 78,300.00
Task 17	RSW Mitigation Pk	\$ 4,200.00			\$ 4,200.00
Task 18	RSW/FMY Permit System	\$ 6,380.00			\$ 6,380.00
Task 19	RSW Wildlife Tracking	\$ 8,160.00			\$ 8,160.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 20	RSW Mit Pk Web Site	\$ 4,986.00			\$ 4,986.00
Task 21	En/Planning Services	\$ 140,000.00	(\$ 70,962.00)	\$ 30,000.00	\$ 99,038.00
Task 22	RSW Part 150 Study		\$ 260,215.00		\$ 260,215.00
Task 23	RSW Noise Study Review		\$ 41,407.00		\$ 41,407.00
Task 24	RSW Capital Impv Projects		\$ 3,500.00		\$ 3,500.00
Task 25	RSW Land Mgmt		\$ 14,040.00		\$ 14,040.00
Task 26	RSW Spill Prevention		\$ 0.00		\$ 0.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 27	FMY Spill Prevention		\$ 0.00		\$ 0.00
Task 28	RSW Fuel Storage Tank		\$ 4,500.00		\$ 4,500.00
Task 29	FMY Fuel Storage Tank		\$ 4,200.00		\$ 4,200.00
Task 30	FMY NPDES		\$ 10,285.00		\$ 10,285.00
Task 31	RSW NPDES		\$ 12,325.00		\$ 12,325.00
Task 32	RSW Fuel Farm Permit		\$ 500.00		\$ 500.00
Task 33	RSW R/W Mitigation		\$ 14,964.00		\$ 14,964.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 34	Permit Tracking Sys		\$ 2,000.00		\$ 2,000.00
Task 35	RSW Wildlife Tracking		\$ 4,000.00		\$ 4,000.00
Task 36	RSW Mitigation Pk Web Site-Update		\$ 4,986.00		\$ 4,986.00
Task 37	FMY S/E Quadrants ERP		\$ 70,000.00		\$ 70,000.00
Task 38	RSW Mitigation Pk		\$ 3,500.00		\$ 3,500.00
Task 39	RSW Water Quality		\$ 13,294.00		\$ 13,294.00
Task 40	RSW SFWMD Park Credit		\$ 3,500.00		\$ 3,500.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in a SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 41	RSW Mitigation Assessment		\$ 18,000.00		\$ 18,000.00
Task 42	RSW Water Use		\$ 3,400.00		\$ 3,400.00
Task 43	RSW North Apron Dev		\$110,400.00		\$ 110,400.00
Task 44	RSW Gun Range Site Analysis		\$ 9,155.00		\$ 9,155.00
Task 45	FMY Fuel Farm - Site 1		\$ 1,650.00		\$ 1,650.00
Task 46	RSW Mitigation Park Video		\$ 14,000.00		\$ 14,000.00



SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

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Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 47	FMY Burrowing Owls		\$ 18,750.00		\$ 18,750.00
Task 48	FMY Phase I ESA Maint		\$ 3,850.00		\$ 3,850.00
Task 49	RSW Land Management			\$ 14,040.00	\$ 14,040.00
Task 50	RSW Fuel Storage Tank			\$ 4,500.00	\$ 4,500.00
Task 51	RSW Fuel Farm Air			\$ 500.00	\$ 500.00
Task 52	RSW R/W 6/24 Monitoring			\$ 14,964.00	\$ 14,964.00
Task 53	RSW/FMY Tracking System			\$ 4,000.00	\$ 4,000.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 54	RSW Wildlife Tracking			\$ 4,000.00	\$ 4,000.00
Task 55	RSW Water Use			\$ 5,000.00	\$ 5,000.00
Task 56	RSW SWPPP/ SPCCP Updates			\$ 67,601.00	\$ 67,601.00
Task 57	RSW Water Quality MTC			\$ 65,000.00	\$ 65,000.00
Task 58	RSW FAR Part 150			\$ 11,390.00	\$ 11,390.00
Task 59	FMY Storage Tank			\$ 4,200.00	\$ 4,200.00

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the compensation the AUTHORITY has previously agreed to pay to the CONSULTANT, as set forth in Exhibit "B" of the Professional Services Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation in the Basic Agreement	Adjustment(s) by Previous Supplemental or Change Order Agreement(s) Nos. <u>1-7</u>	Adjustment(s) due to this Supplemental and/or Change Order Agreement(s) Nos. <u>8</u>	Summary of Changed Compensation
Task 60	FMY NPDES Permit			\$ 10,285.00	\$ 10,285.00
TOTAL		\$ 383,730.00	\$ 554,209.00	\$ 235,480.00	\$ 1,173,419.00

EXHIBIT "SA-C"

Date: \_\_\_\_\_

TIME AND SCHEDULE OF PERFORMANCE

for: General Engineering and Construction Management

SECTION 1.00 CHANGES FOR THIS SUPPLEMENTAL AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT SA-A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Task Authorization For This SA
	N/A		

EXHIBIT "SA-C"

Date: \_\_\_\_\_

TIME AND SCHEDULE OF PERFORMANCE

for: General Engineering and Construction Management

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," the time and schedule the AUTHORITY and the CONSULTANT has previously agreed to for all of the work to be done under this Professional Services Agreement shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "A" AND "SA-A"	Name or Title of Phase and/or Task	Number of Calendar Days For completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Task Authorization
	N/A		

EXHIBIT "SA-D"

Date: \_\_\_\_\_

CONSULTANT'S ASSOCIATED SUBCONSULTANT(S) AND SUBCONTRACTOR(S)

for: General Engineering and Construction Management

CONSULTANT intends to engage the following subconsultant(s) and/or subcontractor(s) to assist the CONSULTANT in providing and performing the services, tasks, or work required under this SUPPLEMENTAL AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type)			Subconsultant Services are Exempted From Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	N/A					

EXHIBIT "SA-E"

Date: \_\_\_\_\_

PROJECT GUIDELINES AND CRITERIA

for: General Engineering and Construction Management

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, Exhibit "E," the AUTHORITY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, in performing the professional services, tasks or work to be provided pursuant to the professional services set forth hereinbefore in SUPPLEMENTAL AGREEMENT, Exhibit "SA-A," attached hereto:

(If none, enter the word "None" in the space below.)

None

6/17/2004

Task	Original Contract Amount	Budget Contract Increases	Budget Contract Decreases	Other Contract Adjustments	Current Contract Adjustments	Contract Value	TAs Issued	Pending TAs	Remaining Contract Balance
1 RSW Land Management	\$14,040	\$0	\$0	\$0	\$0	\$14,040	\$14,040	\$0	\$0
2 RSW Spill Prevention Control	\$10,200	\$0	\$0	\$0	\$0	\$10,200	\$10,200	\$0	\$0
3 FMY Spill Prevention Control	\$6,800	\$0	\$0	\$0	\$0	\$6,800	\$6,800	\$0	\$0
4 RSW Fuel Storage Tank Registration	\$4,500	\$0	\$0	\$0	\$0	\$4,500	\$4,500	\$0	\$0
5 FMY Fuel Storage Tank Registration	\$4,330	\$0	\$0	\$0	\$0	\$4,330	\$4,330	\$0	\$0
6 FMY National Pollutant Discharge	\$10,285	\$0	\$0	\$0	\$0	\$10,285	\$10,285	\$0	\$0
7 RSW National Pollutant Discharge	\$12,325	\$0	\$0	\$0	\$0	\$12,325	\$12,325	\$0	\$0
8 RSW Bird Nestling Survey	\$1,840	\$0	\$0	\$0	\$0	\$1,840	\$1,840	\$0	\$0
9 RSW Water Quality Testing	\$13,294	\$0	\$0	\$0	\$0	\$13,294	\$13,294	\$0	\$0
10 RSW Well Abandonment	\$2,450	\$0	\$0	\$0	\$0	\$2,450	\$2,450	\$0	\$0
11 RSW Irrigation Well Monitoring	\$3,400	\$0	\$0	\$0	\$0	\$3,400	\$3,400	\$0	\$0
12 RSW Noise Program	\$18,960	\$0	\$0	\$0	\$0	\$18,960	\$18,960	\$0	\$0
13 RSW Fuel Farm Air Quality Permit Renewal	\$3,066	\$0	\$0	\$0	\$0	\$3,066	\$3,066	\$0	\$0
14 RSW Runway Muck Transfer	\$8,800	\$0	\$0	(\$8,800)	\$0	\$0	\$0	\$0	\$0
15 RSW Runway 6/24 Mitigation Monitoring	\$14,964	\$0	\$0	\$0	\$0	\$14,964	\$14,964	\$0	\$0
16 FMY Master Plan - Comprehensive Plan Amend	\$90,750	\$0	\$0	(\$12,450)	\$0	\$78,300	\$0	\$78,300	\$0
17 RSW Mitigation Park Federal Permit Document	\$4,200	\$0	\$0	\$0	\$0	\$4,200	\$4,200	\$0	\$0
18 RSW/FMY Permit Tracking System Update	\$6,380	\$0	\$0	\$0	\$0	\$6,380	\$6,380	\$0	\$0
19 RSW Wildlife Tracking Program	\$8,160	\$0	\$0	\$0	\$0	\$8,160	\$8,160	\$0	\$0
20 RSW Mitigation Park Web Site	\$4,986	\$0	\$0	\$0	\$0	\$4,986	\$4,986	\$0	\$0
21 Environmental/Planning Services	\$140,000	\$0	\$0	(\$70,962)	\$30,000	\$99,038	\$61,961.20	\$0	\$37,076.80
22 RSW Part 150 Study	\$260,215	\$0	\$0	\$0	\$0	\$260,215	\$260,215	\$0	\$0
23 RSW Noise Study Review/Pre Data Collection	\$41,407	\$0	\$0	\$0	\$0	\$41,407	\$41,407	\$0	\$0
24 Capital Improvement Project Development	\$3,500	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$0	\$0
25 RSW Land Management	\$14,040	\$0	\$0	\$0	\$0	\$14,040	\$14,040	\$0	\$0
26 RSW Spill Prevention Control	\$10,200	\$0	\$0	(\$10,200)	\$0	\$0	\$0	\$0	\$0
27 FMY Spill Prevention Control	\$6,800	\$0	\$0	(\$6,800)	\$0	\$0	\$0	\$0	\$0
28 RSW Fuel Storage Tank Registration	\$4,500	\$0	\$0	\$0	\$0	\$4,500	\$4,500	\$0	\$0
29 FMY Fuel Storage Tank Registration	\$4,200	\$0	\$0	\$0	\$0	\$4,200	\$4,200	\$0	\$0
30 FMY National Pollutant Discharge	\$10,285	\$0	\$0	\$0	\$0	\$10,285	\$10,285	\$0	\$0
31 RSW National Pollutant Discharge	\$12,325	\$0	\$0	\$0	\$0	\$12,325	\$12,325	\$0	\$0
32 RSW Fuel Farm Air Quality Permit Renewal	\$500	\$0	\$0	\$0	\$0	\$500	\$500	\$0	\$0
33 RSW Runway 6/24 Mitigation Monitoring	\$14,964	\$0	\$0	\$0	\$0	\$14,964	\$14,964	\$0	\$0
34 Permit Tracking System	\$2,000	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0	\$0
35 RSW Wildlife Tracking Program	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$0
36 RSW Mitigation Park Web Site	\$4,986	\$0	\$0	\$0	\$0	\$4,986	\$0	\$4,986	\$0
37 FMY South/East Quadrants Conceptual ERP	\$70,000	\$0	\$0	\$0	\$0	\$70,000	\$0	\$70,000	\$0
38 RSW Mitigation Park Reporting	\$3,500	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$0	\$0
39 RSW Water Quality Monitoring	\$13,294	\$0	\$0	\$0	\$0	\$13,294	\$13,294	\$0	\$0
40 RSW SFWMD Mitigation Park Credit	\$3,500	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$0	\$0
41 RSW Mitigation Assessment	\$18,000	\$0	\$0	\$0	\$0	\$18,000	\$18,000	\$0	\$0
42 RSW Monitoring Water Use & Irrigation	\$3,400	\$0	\$0	\$0	\$0	\$3,400	\$3,400	\$0	\$0
43 RSW North Apron Development Analysis	\$0	\$0	\$0	\$110,400	\$0	\$110,400	\$110,400	\$0	\$0
44 RSW Gun Range Analysis	\$0	\$0	\$0	\$9,155	\$0	\$9,155	\$9,155	\$0	\$0
45 FMY Fuel Farm - Site 1	\$0	\$0	\$0	\$1,650	\$0	\$1,650	\$1,650	\$0	\$0
46 RSW Mitigation Park Video	\$0	\$0	\$0	\$14,000	\$0	\$14,000	\$14,000	\$0	\$0
47 FMY Burrowing Owls	\$0	\$0	\$0	\$18,750	\$0	\$18,750	\$18,750	\$0	\$0
48 FMY Phase I ESA Maint Building	\$0	\$0	\$0	\$3,850	\$0	\$3,850	\$3,850	\$0	\$0
49 RSW Land Management	\$0	\$0	\$0	\$0	\$14,040	\$14,040	\$0	\$14,040	\$0
50 RSW Fuel Storage Tank Registration	\$0	\$0	\$0	\$0	\$4,500	\$4,500	\$0	\$4,500	\$0
51 RSW Fuel Farm Air Quality Annual Report	\$0	\$0	\$0	\$0	\$500	\$500	\$0	\$500	\$0
52 RSW Runway 6/24 Mitigation Monitoring	\$0	\$0	\$0	\$0	\$14,964	\$14,964	\$0	\$14,964	\$0
53 RSW/FMY Permit Tracking System Update	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$4,000	\$0
54 RSW Wildlife Tracking Program	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$0	\$4,000	\$0
55 RSW Water Use and Irrigation Monitoring	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$0	\$5,000	\$0
56 RSW SWPPP/SPCC Updates	\$0	\$0	\$0	\$0	\$67,601	\$67,601	\$0	\$67,601	\$0
57 RSW Water Quality Monitoring MTC	\$0	\$0	\$0	\$0	\$65,000	\$65,000	\$0	\$65,000	\$0
58 RSW FAR Part 150 Noise/Land Use Study	\$0	\$0	\$0	\$0	\$11,390	\$11,390	\$0	\$11,390	\$0
59 FMY Fuel Storage Tank Registration	\$0	\$0	\$0	\$0	\$4,200	\$4,200	\$0	\$4,200	\$0
60 FMY NPDES	\$0	\$0	\$0	\$0	\$10,285	\$10,285	\$0	\$10,285	\$0
TOTAL	\$889,346	\$0	\$0	\$48,591	\$235,480	\$1,173,419	\$777,576.20	\$358,766	\$37,076.80



## **TASK 49. RSW Land Management**

### **I. Objective**

The Consultant shall provide environmental oversight services, specific to environmental aspects, for 2004-2005 exotic control activities and prescribed burns at RSW. The Lee County Port Authority's Construction Manager at Risk (CMR) will be the primary firm responsible for the contract work. The Consultant will work cooperatively with the CMR to determine that the environmental elements of the work are completed successfully and according to the scope.

The objective of the scope is to continue the Lee County Port Authority's (LCPA) commitment to land management within established mitigation and conservation areas at RSW. The goal is to continue a treatment regime to ensure quality habitat management as required by agency permits and development approval commitments. This effort is designed to maintain and improve the existing conditions. For lands within the Runway 6-24 Conservation Areas, the program will be in substantial conformance with the Long-term Management Plan (LTM), as amended.

### **Task 1A. Exotic/Nuisance Vegetation Control and Management of Runway 6/24 Conservations Areas (Airside)**

The exotic control activities will be bid/quoted by the CMR. The project area is split into two separate mitigation sites, the Northeast and Southwest Conservation areas. A total of eleven units are included. Budget year 04/05 includes quarterly maintenance treatments in created wetlands (Units A-E) and annual treatments in native lands (Units F-K). It is anticipated that the work will commence in December 2004.

### **I. Environmental Oversight**

- A. Provide environmental oversight and maintain coordination with the LCPA, CMR, and Contractor regarding treatment activities, and schedule updates. This oversight will include verifying that target species are addressed, through inspection of the site for any nuisance and exotic species as identified in the contract that need to be treated, and confirming that treatment meets the intent of the permits and LTM Plan.
- B. Conduct regular and periodic field visits as necessary to complete the task.
- C. Document and update the LCPA in writing on any meetings and field inspections regarding this project via weekly and monthly reports.
- D. Make any changes to the Long-term Management Plan, based on changes observed in the field. Revisions of the LTM, including text and map changes, will be provided in paper format and in a digital format compatible with the LCPA.
- E. Provide an updated budget estimate, in general conformance with the current budget table, for the next five years following the current treatment.

- F. Provide written recommendations for any changes to technical specifications for the subsequent year based on actual fieldwork.
- G. The Consultant will produce digital drawings, compatible with the LCPA, of the project area with level of exotics mapped for both pre-treatment and post-treatment conditions. Map problem areas and include aerial overlay maps.
- H. Coordinate maintenance information into annual monitoring report.
- I. Provide LCPA paper and digital copies of all documents produced. All digital copies will be compatible with the LCPA.
- J. Conduct periodic review of Contractor activities and reports, provide technical assistance and review and answer RFIs.
- K. Attend all ASMC/BOPC meetings that include this project on the Agenda.
- L. Attend the substantial completion and final inspection(s); prepare respective punch list; and inspect work to confirm completion of punch list items for the two contracts.
- M. Provide final certification that each project was completed in conformance with the contract documents and any associated permits and/or special conditions.
- N. Provide written responses to all LCPA comments.
- O. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

## II. Schedule – Tentative

December 1, 2004	Initiate 1 <sup>st</sup> Quarterly maintenance treatment (Units A-E) Initiate 1 <sup>st</sup> Annual maintenance treatment (Units F-K)
January 15, 2005	Substantial completion inspection
January 30, 2005	Statement of completion Phase I
February 1, 2005	Initiate 2 <sup>nd</sup> Quarterly maintenance treatment (Units A-E)
February, 28, 2005	Substantial completion inspection
March 15, 2005	Statement of completion Phase II
May 1, 2005	Initiate 3 <sup>rd</sup> Quarterly maintenance treatment (Units A-E)
May 31, 2005	Substantial completion inspection
June 15, 2005	Statement of completion Phase III
August 1, 2005	Initiate 4 <sup>th</sup> Quarterly maintenance treatment (Units A-E)
August 25, 2005	Substantial completion inspection
September 10, 2005	Statement of completion Phase IV

## III. Deliverables

- A. Pre-and Post Treatment Maps
- B. Weekly Status Updates During Treatment Phase(s)
- C. Written Monthly Reports

- D. Substantial Completion Inspection and Punch List (Phase I)
- E. Statement of Completion (Phase I)
- F. Substantial Completion Inspection and Punch List (Phase II)
- G. Statement of Completion (Phase II)
- H. Substantial Completion Inspection and Punch List (Phase III)
- I. Statement of Completion (Phase III)
- J. Substantial Completion Inspection and Punch List (Phase IV)
- K. Statement of Completion (Phase IV)
- L. Written Revisions to Technical Specifications (if necessary)
- M. Updates to the LTM Plan
- N. Updated, Five-year Budget Projection Chart

**Task 1B. Exotic/Nuisance Vegetation Control and Management for the Police/Fire Training Facility Mitigation Area, Wastewater Treatment Plant Enhancement Area and Vehicle Maintenance Building Wetland (Landside)**

This contract will address the continued maintenance of Exotic/Nuisance Vegetation within Police/Fire Training Facility Mitigation Area, Wastewater Treatment Plant Enhancement Area and Vehicle Maintenance Building Wetland. This task is to establish long-term maintenance of these management areas in order to assure permit compliance. The exotic control activities will be bid/quoted by the CMR.

**I. Environmental Oversight**

- A. Provide environmental oversight and maintain coordination with the LCPA, CMR, and the Contractor regarding treatment activities, and schedule updates. This oversight will include verifying that target species are addressed, through inspection of the site for any species for any nuisance and exotic species as identified in the contract that need to be treated, and confirming that treatment meets the intent of the permits, consent order, and/or development order.
- B. Provide regular and periodic field visits as necessary to complete the task.
- C. Document and update the LCPA in writing on any meetings and field inspections regarding this project via weekly and monthly reports.
- D. Provide an updated budget estimate for the next five years following the current treatment.
- E. Provide written recommendations for changes to technical specifications based on actual fieldwork.

- F. Produce CAD drawings of work area with level of exotics mapped for both pre-treatment and post-treatment conditions. Map problem areas and include aerial overlay maps.
- G. Provide LCPA paper and digital copies of all documents produced. Any digital copies will be compatible with the LCPA.
- H. Conduct periodic review of Contractor activities and reports, provide technical assistance and review and answer RFIs. The Consultant will provide the number of site visits necessary to ensure that the project is completed competently.
- I. Attend all ASMC/BOPC meetings that include this project on the Agenda.
- J. Attend the substantial completion and final inspection(s); prepare respective punch list; and inspect work to confirm completion of punch list items for the two contracts.
- K. Provide final certification that each project was completed in conformance with the contract documents and any associated permits and or special conditions.
- L. Provide written responses to all LCPA comments.
- M. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed

**II. Schedule - Tentative**

February 1, 2005	Initiate annual maintenance treatment
March 1, 2005	Substantial completion inspection
June 15, 2005	Statement of completion

**III. Deliverables**

- A. Pre- and Post treatment maps
- B. Written Revisions to Technical Specifications (if necessary)
- C. Weekly Status Updates During Treatment Phase(s)
- D. Written Monthly Reports
- E. Substantial Completion Inspection and Punch-list
- F. Statement of Completion

**Task 1C. Prescribed Burns of Runway 6/24 Conservation Lands**

The prescribed burns are being conducted to reduce potential wildfire fuel loads on lands surrounding the runway at the RSW and to maintain the environmental quality of native lands located within the Runway 6/24 Conservation Areas as required by agency permits and as identified in the Runway 6/24 Long-term Management Plan.

The prescribed burn activities will be bid/quoted by the CMR. The project area is split into two separate sites, the Northeast and Southwest Conservation areas. Budget year 04/05

includes maintenance of existing fire lines, construction of new fire lines, and burning approximately 40 to 80 acres. The units to be burned will depend on previous burn events, weather, and site conditions. The Consultant, in cooperation with the CMR and the prescribed burn contractor, will provide technical guidance on which units should be burned during this year. It is anticipated that the work will commence in February 2005.

## **I. Environmental Oversight**

- A. Provide project oversight and maintain coordination with the CMR, Contractors and LCPA regarding prescribed burn activities and schedule updates. This oversight will include verifying the fire lines are constructed and maintained, reviewing the burn plans, on-site attendance during any burning activities, review of the final burn report and confirming that prescribed burn meets the intent of the permits and LTM Plan.
- B. Conduct regular and periodic field visits as necessary to complete the task.
- C. Document and update the LCPA in writing on any meetings and field inspections regarding this project via weekly and monthly reports.
- D. Make any changes to the Long-term Management Plan, based on changes observed in the field. Revisions of the LTM, including text and map changes, will be provided in paper format and in a digital format compatible with the LCPA.
- E. Provide an updated budget estimate, in general conformance with the current budget table, for the next five years following the current treatment.
- F. Provide written recommendations for any changes to technical specifications for the subsequent year based on actual fieldwork.
- G. The Consultant will produce digital drawings, compatible with the LCPA, of the project area burned during this year. Map problem areas and include aerial overlay maps.
- H. Coordinate maintenance information into annual monitoring report.
- I. Provide LCPA paper and digital copies of all documents produced. Any digital copies will be compatible with the LCPA.
- J. Conduct periodic review of Contractor activities and reports, provide technical assistance and review and answer RFIs.
- K. Attend all ASMC/BOPC meetings that include this project on the Agenda.
- L. Attend the substantial completion and final inspection(s); prepare respective punch list; and inspect work to confirm completion of punch list items for the two contracts.
- M. Provide final certification that each project was completed in conformance with the contract documents and any associated permits and/or special conditions.
- N. Provide written responses to LCPA comments.
- O. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

## II. Schedule - Tentative

February 1, 2005      Project Begins and is weather dependent  
June 15, 2005        Statement of completion

## III. Deliverables

- A. Maps
- B. Weekly Status Updates During Burn
- C. Written Monthly Reports
- D. Substantial Completion Inspection and Punch List for Each Burn Event
- E. Statement of Completion for Each Burn Event
- F. Written Revisions to Technical Specifications (if necessary)
- G. Updates to the LTM Plan
- H. Updated, Five-year Budget Projection Chart

## IV. Cost

<b>Task Total Lump Sum</b>	Task 1A:	\$ 6,380.00
	Task 1B:	\$ 4,680.00
	Task 1C:	<u>\$ 2,980.00</u>
		<b>\$ 14,040.00</b>

## **TASK 50. RSW Fuel Storage Tank Registration and Regulatory Compliance**

### **I. Objective**

The intent of this task is for the Consultant to provide services that will enable the LCPA to maintain compliance with the Florida Department of Environmental Protection (FDEP) rules and regulations for Storage Tank Systems, including but not limited to, FAC Chapter 62-761.

### **II. Project Description**

As the owner and operator of fuel storage systems, the LCPA is obligated to submit annual registration fees for the aboveground and underground storage tanks. These registration placards are to be posted at each fueling facility. The LCPA is also subject to annual inspections by FDEP to review compliance issues.

The Consultant will be responsible for securing the registration placards and payment of the registration fee. The Consultant will conduct a follow-up site inspection to ensure that the placards are properly displayed. The Consultant will review the FDEP registration database for accuracy and will submit revised Storage Tank Facility Registration forms to the FDEP if updated information is necessary. Prior to FDEP site inspections, the Consultant will inspect the fueling facilities and notify the LCPA in writing of any potential noncompliance issues, including required upgrades necessary within the next fiscal year. The Consultant will provide technical assistance to the LCPA in correcting noncompliance issues noted by FDEP during the site inspections. The Consultant will document any meeting that occurs as a part of this task.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

### **III. Basic Services**

- A. Review annual FDEP storage tank registration invoice and submit fee.
- B. Secure placards and check proper display.
- C. Review the FDEP database for accuracy.

- D. Complete and color document the results of storage tank compliance inspections in a letter report with pictures.
- E. The LCPA will provide written comments to documents submitted to the LCPA for review by the Consultant. The Consultant will respond to all LCPA comments in writing.
- F. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

**IV. Schedule – Tentative**

June 30, 2005	Registration Due
July 30, 2005	Letter report to LCPA

**V. Deliverables**

- A. Submit two (2) copies of completed tank fee registration forms and payment to FDEP.
- B. Record and submit tank information to FDEP.
- C. Letter report for compliance issues to the LCPA.

**VI. Cost**

<b>Task Total Lump Sum</b>	<b>\$ 4,500.00</b>
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**TASK 51. RSW Fuel Farm Air Quality Annual Report**

**I. Objective**

The intent of this task is for the Consultant to provide services required to report annual emissions to FDEP for Air Operating Permit Number 0710062-001-AO which allows LCPA to operate three (3) 10,000 bbl capacity internal floating roof storage tanks for aviation kerosene (Jet-A Fuel).

**II. Project Description**

The Consultant will be responsible for preparing FDEP Form No. 62-210.900(5) to report annual emissions as required by the permit. The application will be ready for submission no later than January 30, 2005 and signed and forwarded by Lee County LCPA to FDEP by February 15, 2005.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

**III. Basic Services**

- A. Prepare FDEP for No. 62-210.900(5).
- B. Submit to LCPA for review, comment and submission.

**IV. Schedule – Tentative**

January 30, 2005	Submit report for LCPA review
February 15, 2005	LCPA Submit Annual Emissions Report to FDEP

**V. Deliverables**

Annual Emissions Report.

**VI. Cost**

<b>Task Total Lump Sum</b>	<b>\$ 500.00</b>
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## **TASK 52. RSW Runway 6/24 Mitigation Monitoring**

### **I. Objective**

As part of the development and permitting of the Runway 6/24 extension, mitigation monitoring reports are required to document the progress of the mitigation areas and provide remedial measures for these areas not meeting success criteria.

### **II. Project Description**

The following permit-required monitoring programs are currently listed in the permit tracking system and will be maintained in compliance by the Consultant.

The Consultant will collect vegetative, wildlife, and hydrologic data in the field and summarize the information in a report to be reviewed and approved by the LCPA. The hydrologic data will be collected each month during the project period at eight established stations. The Fourteenth Monitoring Report will be prepared in substantial accordance with the Thirteenth Monitoring report completed in the 03/04 fiscal year. Copies of the finalized report will be submitted to the LCPA and the regulatory agencies (USACOE, SFWMD, FDEP). Any changes requested by the regulatory agencies will be incorporated into the document.

The Consultant will document any meeting, which occurs as a part of this task. If during the routine monitoring events, the Consultant notices a noncompliance issue, the Consultant will notify the LCPA in writing and recommend a corrective action.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

### **III. Basic Services**

- A. Monthly hydrologic monitoring and LCPA approval of the Thirteenth Monitoring Report for Runway 6/24. Submittal to the regulatory agencies.

**IV. Schedule - Tentative**

August 15, 2005      Submit Draft Copy of 14<sup>th</sup> Monitoring Report to LCPA  
September 15, 2005    Submit 14<sup>th</sup> Monitoring Report to Agencies

**V. Deliverables**

A.      Three copies of the 14<sup>th</sup> Monitoring Report

**VI. Cost**

**Task Total Lump Sum                      \$ 14,964.00**

## **TASK 53. RSW and FMY Permit Tracking System Maintenance and Upgrade**

### **I. Objective**

Maintain and upgrade Task Tracker permit tracking system as needed.

### **II. Project Description**

The Consultant shall:

- A. Ensure that the Task Tracker is updated, when necessary, in a timely manner.
- B. Provide technical assistance to LCPA staff.
- C. Provide training to LCPA staff.

The permit tracking system is for LCPA's internal use and the use of LCPA's Consultants. The system will reside in LCPA's network. After initial installation and training, LCPA Staff will maintain and update data entry into the system.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

### **III. Basic Services**

- A. Inform LCPA staff of any upgrades available for the software.
- B. Provide training to LCPA Staff as needed
- C. Provide technical support to LCPA Staff as needed.

### **IV. Schedule – Tentative**

August 15, 2005      Train LCPA staff in the use, maintenance, and features of the permit tracking system.

\*\*Ongoing:            Install any upgrades of Task Tracker.

**V. Deliverables**

A. Maintenance, upgrade, technical service and training.

**VI. Cost**

**Task Total Lump Sum                      \$ 4,000.00**

## **TASK 54. RSW Wildlife Tracking Program**

### **I. Objective**

To maintain and upgrade AIRMAN database that houses wildlife survey results and strike data that is site-specific to RSW.

### **II. Description**

To maintain, upgrade and inform LCPA staff about any changes to the AIRMAN wildlife tracking software.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

### **III. Basic Services**

- A. Provide training, as needed, to LCPA Staff.
- B. Perform any upgrades and annual maintenance to AIRMAN software.
- C. Provide any technical assistance related to AIRMAN Software.

### **IV. Schedule – Tentative**

September 15, 2005 Complete all training and updates to software

### **V. Deliverables**

Annual maintenance and training.

### **VI. Cost**

Task Total Lump Sum                      \$ 4,000.00  
(including any annual maintenance fee to manufacturer)

## **TASK 55. RSW Compliance Monitoring In Accordance With Limiting Conditions Of Water Use and Irrigation**

### **I. Objective**

The purpose of this task is to comply with the limiting conditions of the existing water use permit.

### **II. Project Description**

Limiting conditions listed in the existing South Florida Water Management District (SFWMD) water use permit No. 36-00080-W require monthly pumpage reports, quarterly water quality monitoring, and calibration of water accounting method.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

### **III. Basic Services**

- A. Review quarterly pumpage reports that are prepared by Lee County LCPA staff.
- B. Compare pumpage with permitted allocation.
- C. Meet with Lee County LCPA staff to locate and assess condition of irrigation wells listed in water use permit.
- D. Collect water samples quarterly from five (5) wells and submit to Lee County Environmental Laboratory for analysis of dissolved chloride, sulfate, and total dissolved solids.
- E. Perform necessary recalibration testing of water accounting methods.
- F. Prepare quarterly water quality monitoring reports.

**IV. Schedule – Tentative**

Water samples collected and submitted to SFWMD on January 21, 2005, April 21, 2005, and July 21, 2005.

**V. Deliverables**

- A. One (1) draft copy of letter report to LCPA that summarizes water quality and pumpage totals for review and approval.
- B. Submit required information to SFWMD.

**VI. Cost**

<b>Total Task Lump Sum</b>	<b>\$5,000.00</b>
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## **TASK 56. RSW Storm Water Pollution Prevention Plan & Spill Prevention Control and Countermeasure Plan Updates**

### **I. Objective**

To Update RSW Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasure plan.

### **II. Basic Services**

#### **Task 1 – Comprehensive SWP3/SPCC Site Inspections**

A site inspection of RSW facilities will be performed to address both SWP3 and SPCC compliance. It is anticipated that a SWP3 specialist and a SPCC specialist will be on-site for 2 days, during which time RSW facilities will receive a joint SWP3/SPCC inspection, and tenant facilities will receive a SWP3 inspection. For the SWP3 component, Consultant will employ a three-step inspection process that includes:

- Interview – The interview will be conducted using a questionnaire to collect general facility information, confirm which best management practices (BMPs) is applicable and document other needed information. The questionnaire will include space for documenting observations made during the site inspection.
- Site Inspections – During the site inspections, Consultant will prepare written and photo documentation of BMP conformance issues as well as correctly implemented BMPs.
- Exit Interview – Once a site inspection is complete, Consultant will complete an exit interview form to document the results of the inspection. An exit interview will be performed with each facility representative and a copy of the exit interview form will be left with the facility representative.

As a separate SWP3 activity under this task, Consultant will visually inspect known RSW storm water drainage outfalls noting unusual observations. We will also photo document each inspected outfall and identify the GPS coordinates for future use by RSW.

The SPCC component of the inspection to be conducted for RSW-owned and -operated facilities will focus on identifying regulated and potentially regulated oil storage containers and associated infrastructure (i.e., piping, secondary containment, etc.). A spreadsheet identifying these oil storage containers, their location, associated infrastructure, and a detailed description will be developed. As will be described in Task 4, these containers and associated infrastructure will be identified on an electronic copy of the RSW Airport Layout Plan (ALP).

Consultant assumes that LCPA staff will schedule the inspections with RSW personnel and tenants within a two-day inspection window. Consultant will

develop a brief letter for the airport to distribute to the tenants describing what can be expected during the site inspection.

### **Task 2 – SWP3 Inspection Report**

After the inspections are complete, Consultant will evaluate and score BMP implementation across the airport. Consultant proposes to use the following scoring metrics when determining the level of BMP conformance:

- An “A” rating will be issued for BMPs that are being appropriately implemented.
- A “B” rating will be issued for BMPs that are being implemented, but could be improved.
- A “C” rating will be issued for any BMP that is determined to be applicable, but is not being implemented.

Consultant will then prepare a draft letter report summarizing the results of the annual site compliance evaluation that will include the exit interview forms as an attachment, and will submit the draft for your review. Upon receipt of your comments, Consultant will finalize the report and place it in an appendix to the SWP3.

### **Task 3 – Update SWP3**

Consultant will revise the current SWP3 to meet the requirements of the airport’s NPDES permit based on the results of the inspections. It is anticipated that the primary focus will be on changes in RSW and tenant operations identified during the site inspections (including the new terminal and related facilities), BMP requirements and implementation effectiveness. Consultant will summarize facility data in tabular format to facilitate future SWP3 updates.

Consultant will compile storm water drainage data from available sources provided by RSW (e.g., permitting maps, base maps, ALP, etc.) and from Consultant’s efforts under Task 1 into a single AutoCAD® SWP3 site map. Once the site map is completed in AutoCAD® it will be converted to an ESRI ArcView® shape file. Consultant will assume that up to 10 layers will be converted into shape files.

Two (2) copies of the draft SWP3 and site map will be submitted to you for review, and will be revised to incorporate your comments. Three (3) copies of the final SWP3 will be bound in three-ring binders to facilitate easy updates in the future, and submitted to you. In addition, the final SWP3 will be provided electronically in both Microsoft® Word and Adobe® Acrobat® formats.

### **Task 4 – SPCC Plan Preparation**

This task involves preparing a SPCC plan based on the information collected in Task 1. In preparing the RSW SPCC plan, Consultant and RSW must address a key issue currently affecting SPCC plan preparation and implementation at PSW. The U.S. EPA identified 10 areas within the SPCC rule that require policy clarification or potential rulemaking (Fed. Reg. Vol. 69, No. 123, June 28, 2004,

pg. 38297). Many of these areas are directly applicable to RSW. Until such time as the U.S. EPA issues the necessary policy clarification through written guidance or it promulgates revisions to the rule, Consultant and RSW must devise interim compliance strategies based on reasonable regulatory interpretations and best professional judgment.

The following four subtasks will be accomplished as described below:

- Meeting with RSW Staff – After completion of the site inspection and review of the data collected, Consultant will schedule a meeting with RSW staff to discuss the findings and to develop a cohesive SPCC compliance strategy. The focus of this meeting will be to identify what structural and non-structural changes will likely be necessary to bring about compliance with the current and future regulatory interpretations. Positive and negative aspects of each proposed change will be reviewed by Consultant and staff, and together develop an implementation strategy.
- SPCC Facility Map – Consultant will identify oil storage containers and associated infrastructure on an electronic copy of the RSW ALP, including a description, potential spill pathways, and potential spill response locations. Consultant assumes that RSW will provide electronic AutoCAD files of the ALP and drainage maps for incorporation into the SPCC Plan.
- Draft SPCC Plan – Based on the results of the meeting, Consultant will develop and submit for your review two copies of a draft SPCC plan. In the plan, we will identify specific structural and non-structural changes to the facility and present a planning-level cost estimate. We will then arrange for a conference call at a time convenient to LCPA staff to discuss the plan and identify major concerns that need to be addressed.
- Final SPCC Plan – Based on the discussion on the conference call and other direct comments on the plan, Consultant will develop a final SPCC plan. Three copies of the final SPCC plan will be bound in three-ring binders to facilitate easy updates in the future, and submitted to you. In addition, the final SPCC plan will be provided electronically in both Microsoft® Word and Adobe® Acrobat® formats.

#### **Task 5 – Perform Annual Training**

Under this task, Consultant proposes to conduct the annual SWP3 training. Consultant's trainer will be on-site for 1 day after the SWP3 and SPCC plan have been updated. Consultant assumes that your staff will schedule training with RSW personnel and tenants. A multi-media training module will be used to train personnel and tenants. Consultant will provide up to 50 copies of the training materials for distribution to attendees during training. Consultant will provide RSW with an electronic copy of the multi-media training module and training materials.

**Task 6 – Meetings and Presentations**

Under this task, Consultant will prepare for and conduct up to two meetings or presentations to the ASMC/LCPA Port Board or to RSW staff regarding the SWP3 and SPCC updates.

**Task 7 – Planning, Quality Assurance and Management**

Under this task, Consultant will coordinate with you, your staff and project team members during the project delivery process. Upon receipt of the notice to proceed, Consultant will develop a project schedule using Microsoft® Project® that will be submitted to you for review and comment. Management of the scope, schedule and budget are also included under this task.

**IV. Schedule**

Consultant proposes the following schedule by task activity:

- A. Task 1 – Schedule and complete within 4 weeks of written notice to proceed.
- B. Task 2 – Complete within 1 week of the completion of Task 1.
- C. Task 3 – Complete and submit draft SWP3 within 4 weeks of completing Task 1.  
Complete final SWP3 within 2 weeks of receiving RSW comments.
- D. Task 4– Schedule conference call to occur within 2 weeks of completing Task 1.  
Initiate SPCC plan site map within 1 week of completing Task 1.  
Complete and submit draft SPCC plan within 4 weeks of completing Task 1.  
Complete final SPCC plan within 2 weeks of receiving RSW comments.
- E. Task 5 – Schedule and complete training within 2 weeks of completing Task 3.
- F. Task 6 – To be scheduled and completed at a time requested by RSW.
- G. Task 7 – Complete upon the satisfactory execution of Tasks 1 through 6.

**V. Cost**

<b>Task Total Lump Sum</b>	<b>\$67,601.00</b>
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## **TASK 57. RSW Water Quality Monitoring for Midfield Terminal Complex Project**

### **I. Objective**

The objective of this task is to monitor the quality of water discharging from the Midfield Terminal Complex (MTC). This task will be performed in accordance with *Attachment B, Lee County Port Authority, Southwest Florida International Airport, Midfield Terminal Complex Project, Water Quality Monitoring Program included in U.S. Army Corp of Engineers Permit Number 199301156 IP-MN*. The water quality monitoring is required by the Army Corp to ensure that surface water discharges from the MTC meet state water quality standards and do not adversely contribute to downstream water quality degradation.

### **II. Description**

There are two components of this water quality-monitoring program: background (ambient) monitoring and project monitoring.

Background monitoring has been ongoing to characterize surface water quality upstream of the MTC. The ambient upstream samples are collected once during the wet season (June to October) and once during the dry (October to May) season. The samples are grab collected in accordance with Florida Department of Environmental Protection (FDEP) field sampling procedures using laboratory-supplied containers. The surface water samples are submitted to Lee County Environmental Laboratory following chain-of-custody procedures and analyzed for specific conductance, pH, total suspended solids, total nitrogen, total phosphorus, cadmium, total chromium, copper, lead, nickel, zinc, carbonate hardness, and total recoverable petroleum hydrocarbons. The collection of background surface water quality samples will continue as part of this task.

Project monitoring will begin upon completion of the new outfall canal from the south basin, which captures all storm water discharge from the MTC project. Discharges from the south basin are presently scheduled to begin in 2005. Six flow-weighted, composite, storm event samples will be collected during the rainy season. These samples must be collected at least three days apart between June and September. Two flow-weighted, composite, storm event samples will be collected during the dry season; one between October and January and one between February and May. The water samples will be laboratory analyzed for the same parameters as the background samples.

The samples will be collected by a refrigerated automatic sampler that is triggered by rainfall and flow sensing equipment. LCPA is responsible for the purchase of the automated sampler, flow sensing equipment, and rainfall gauge. The instruments will be located adjacent to the control structure and will require an electrical source. Part of this task will include an assessment into the use of a solar powered automatic sampler. Installation will include placement of a small cement pad for the automatic sampler, security fencing (if needed), all necessary wiring, sample tubing, and set up of communications.

The system will be programmed and tested during one rainfall event prior to the start of the rainy season. Any necessary calibration or adjustments will be

performed at this time. The temperature of the automatic sampler will be monitored periodically to ensure any collected samples maintain the FDEP required temperature of 4 degrees centigrade. The system status will be monitored via cellular phone communication and periodic site visits. Upon sample collection and system notification, a technician will respond with laboratory supplied sample containers. The collected samples will be transferred to the laboratory-supplied containers, placed on ice, and shipped to the analytical laboratory following FDEP procedures. Any quality control sampling (e.g., equipment blanks or duplicates) will also be collected at this time. The system will be cleaned and programmed to collect the next sample.

Regular maintenance will be performed during the sampling period. This maintenance will include the periodic replacement of sample tubing, calibration of dispensed volume, cleaning, system testing and software updates as needed. Data will be periodically downloaded from the rainfall gauge, automatic sampler, and flow sensing equipment. The data, along with laboratory analytical data, will be organized and stored in appropriate spreadsheets. Data analysis will consist of preparing graphs of rainfall and flow for each particular sampling event. Laboratory data will be compared to state surface water quality standards and a final report that summarizes the sampling events and laboratory data will be prepared and submitted to the LCPA.

### **III. Basic Services**

- A. Install Water Sampling Equipment
- B. Perform Water Quality Sampling in Accordance with U.S. Army Corps of Engineers Permit.

### **IV. Schedule**

January 31, 2005	One dry season sample collected
May 30, 2005	One dry season sample collected
June 30, 2005	System installed and tested
September 30, 2005	Six wet season samples collected

### **V. Deliverables**

- A. Submit two (2) copies of the preliminary report
- B. Submit two (2) copies of the final report

### **VI. Costs**

<b>Total Lump Sum Fee:</b>	<b>\$65,000.00</b>
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ATTACHMENT "B"

LEE COUNTY PORT AUTHORITY  
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
MIDFIELD TERMINAL COMPLEX PROJECT  
WATER QUALITY MONITORING PROGRAM

**1. PURPOSE**

As part of the Department of the Army permit the Lee County Port Authority will implement a water quality monitoring program recommended by the USEPA to ensure that surface water discharges from the Southwest Florida International Airport meets state water quality standards and do not adversely contribute to downstream water quality degradation.

This water quality monitoring program complies with the provisions of Section 404(b) of the Clean Water Act and the 1990 Memorandum between the USEPA and USACE.

**2. GOALS**

This water quality monitoring program is designed to identify potential problems that would affect the water quality of receiving waters and propose the application of Best Management Practices (BMP) to mitigate for the potential pollution. Water quality monitoring is proposed on a decreasing monitoring schedule based on the successful implementation of the BMP's.

**3. WATER QUALITY MONITORING PROGRAM**

The water quality monitoring program will characterize ambient water quality and stormwater discharge from the new airport facilities. Water quality samples will be taken at one location (shown on Exhibit 1) that is immediately upstream from proposed airport facilities. This will provide background data on the basins ambient water quality. Upon completion of the new outfall canal sample will be taken at one outfall location (shown on Exhibit 1) from the new airport development. The western location is the discharge point from the south basin and will capture all stormwater discharge from the Midfield Terminal Complex Project.

## Specific Sampling Requirements:

### Background Monitoring

1. Background monitoring shall be done to establish the ambient water quality upstream of existing and proposed airport development. Water samples shall be collected as described in item 2. Parameters tested shall include: specific conductance, pH, temperature, TSS, Total Nitrogen, Total Phosphorus, Cadmium, Total Chromium, Copper, Lead, Nickel, Zinc, Calcium Carbonate Hardness and TRPH.
2. Ambient upstream waters shall be sampled one time during the rainy season (June to October) and one time during the dry season (October to May). Samples shall be collected from the water column (at discrete depths, if appropriate) and manually composited.

### Project Monitoring

1. Water quality monitoring shall be done to demonstrate that discharges from the airport site do not exceed water quality standards set forth in FAC 62-302. The parameters shall be consistent with previous ambient sampling efforts. If water quality violations are noted in the sampling results the sampling program will be expanded to further document and define source contaminant characteristics.
2. The applicant is required to collect six (6) flow-weighted, composite, storm event samples each year at the approved stormwater discharge point during the rainy season. The rainy season samples must be collected at least three days apart between June and September. In addition, the applicant is required to collect two (2) flow-weighted, composite, storm event samples during the dry season [one between October and January and one between February and May].
3. The first sampling effort will collect six summer/rainy season samples and two winter/dry season samples. If there are no water quality standard exceedances during the preceding monitoring period the following monitoring period will collect samples as follows: The second will collect three summer/rainy season samples and one winter/dry season sample. The third will collect one summer/rainy season sample and one winter/dry season sample. If there are no discharges at any sampling location, no samples will be collected. If water quality exceedances are observed, the applicant will review the applicable BMP's and mitigate for the source of potential pollution. The sampling protocol as described above may resume when there are no exceedances in the following sampling event

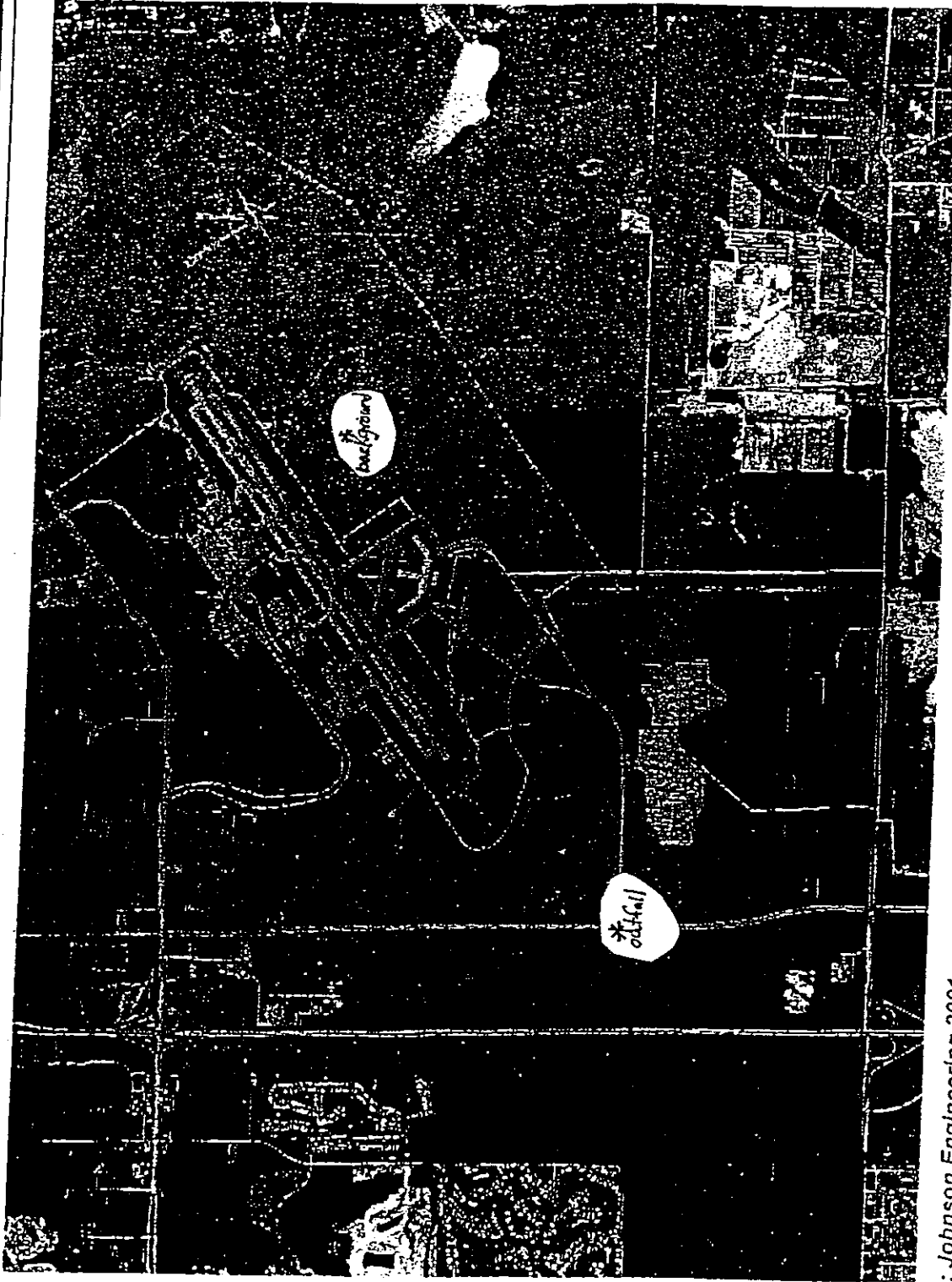


### All Samples/Monitoring/Testing

1. Analytical data must be provided by the applicant using standard procedures prescribed by a State/EPA approved Quality Assurance Project Plan and reported in a format provided by the State.
2. Sampling techniques and lab analysis must meet EPA standards and protocols, including use of State-approved labs.
3. The applicant is responsible for maintaining the database for the water quality analyses as part of the mitigation monitoring requirements. Furthermore, the applicant is responsible for compiling annual mitigation monitoring reports that must be submitted each year to the South Florida Water Management District, the Florida Department of Environmental Protection and the EPA. EPA, SFWMD and FDEP must receive the annual report no later than 90 days after the end of each calendar year.

### Mitigation Success and Remedial Actions

1. The applicants shall conduct monitoring until BMP's success can be demonstrated. Monitoring parameters, methods, schedules, and reporting requirements will be as described above.
2. The applicant will be responsible for implementing permit conditions that assure that the regulated activity will not violate water quality standards or cause adverse impacts on receiving water bodies.
3. The Corps will deem mitigation monitoring successful when monitoring documentation is provided to verify that the existing and proposed airport facilities do not adversely contribute to downstream water quality degradation and the specific success criteria in the permit are met.
4. Monitoring and maintenance requirements shall remain in effect until success is achieved.
5. Non-compliance with State water quality standards and/or OFW limits for Estero Bay and its tributaries requires the applicant to implement additional BMP's to eliminate the exceedance. Continued non-compliance [three or more consecutive exceedances of targets] could result in monetary penalties. The penalties may be based on the severity of the exceedance, cost of remediation, and/or other factors relating to operation of the stormwater discharge system.



Source: Johnson Engineering 2001

Exhibit 1

Midfield Terminal Development Complex  
 Stormwater Sampling Locations



**RS&H**  
 Reynolds, Smith and Hills, Inc.



Not to Scale



**TASK 58. RSW Southwest Florida International Airport FAR Part 150 Noise and Land Use Compatibility Study – Additional General Public Workshop**

**I. Description**

An advertised, informal, open house type, public workshop would be held in October 2004 as part of the FAR Part 150 Noise and Land Use Compatibility Study. At the workshop, the Consultant would be responsible for discussing the draft operational and land use mitigation alternatives. The Consultant would provide board mounted exhibits, handouts, sign-in sheets and comment forms for the workshop and will summarize comments received and provide written responses to the comments. Four consultant staff would be at the workshop, one to handle the front desk and three for discussion with the public.

The LCPA would be responsible for selecting the location for the workshop site and would be responsible for advertising the workshop with display ads within the local newspaper of greatest circulation in the Airport area. The costs for these would be the responsibility of the LCPA.

**III. Basic Services:**

Attendance at a public workshop and the preparation of exhibits, handouts, sign-in sheets, comment forms and a summary of the comments received and written responses to the comments following the workshop.

**IV. Schedule – Tentative**

October 25, 2004	Conduct Public Workshop
November 30, 2004	Provide Summary of Comments Received to LCPA and Written Responses to the Comments

**V. Costs**

<b>Total Task Lump Sum</b>	<b>\$11,390.00</b>
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**TASK 59. FMY Fuel Storage Tank Registration and Regulatory Compliance for  
Page Field General Aviation Airport**

**I. Objective**

The intent of this task is for the Consultant to provide services that will enable the LCPA to maintain compliance with the FDEP rules and regulations for Storage Tank Systems, including but not limited to, FAC Chapter 62-761.

**II. Project Description**

As the owner and operator of fuel storage systems, the LCPA is obligated to submit annual registration fees for the aboveground and underground storage tanks. These registration placards are to be posted at each fueling facility. The LCPA is also subject to annual inspections by FDEP to review compliance issues.

The Consultant will be responsible for securing the registration placards and payment of the registration fee. The Consultant will conduct a follow-up site inspection to ensure that the placards are properly displayed. The Consultant will review the FDEP registration database for accuracy and will submit revised Storage Tank Facility Registration forms to the FDEP if updated information is necessary. Prior to FDEP site inspections, the Consultant will inspect the fueling facilities and notify the LCPA in writing of any potential noncompliance issues, including required upgrades necessary within the next fiscal year. The Consultant will provide technical assistance to the LCPA in correcting noncompliance issues noted by FDEP during the site inspections. The Consultant will document any meeting that occurs as a part of this task.

Consultant's responsibilities to LCPA will also include the following:

- A. Will be responsible for written documentation of all meetings associated with this project;
- B. Attend all ASMC/BOPC meetings;
- C. Provide response to all LCPA comments in writing;
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

**III. Basic Services**

- A. Review annual FDEP storage tank registration invoice and submit fee.
- B. Secure placards and check proper display.
- C. Review the FDEP database for accuracy.

- D. Complete and document the results of storage tank compliance inspections in a letter report with color photographs.
- E. The LCPA will provide written comments to documents submitted to the LCPA for review by the Consultant. The Consultant will respond to all LCPA comments in writing.
- F. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

**IV. Schedule - Tentative**

June 30, 2005	Registration Due
July 30, 2005	Letter report to LCPA

**V. Deliverables**

- A. Submit two (2) copies of completed tank fee registration forms and payment to FDEP.
- B. Record and submit tank information to FDEP.
- C. Letter report for compliance issues.

**VI. Cost**

<b>Task Total Lump Sum</b>	<b>\$ 4,200.00</b>
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## TASK 60. FMY National Pollutant Discharge Elimination System Permit (NPDES)

### I. Objective.

The objective of this scope of services is to complete the annual comprehensive site compliance inspection and training requirements of the FDEP Multi-Sector Generic Permit for Storm Water Associated with Industrial Activity (MSGP) in accordance with all current rules and regulations. The basis for the inspection and training will be the current Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices.

### II. Basic Services:

#### A. Annual Comprehensive Site Compliance Inspection and Evaluation

1. An overall property review by the Consultant of all LCPA and tenant activities will be conducted to provide the Consultant with the information necessary to prepare a written list of LCPA and tenant review areas (responsible parties, activities and locations) to be included in the annual site compliance evaluation for FMY as required by Section XI.S.3.a.(4) of the MSGP. The overall review will be through field inspections and/or through communications with appropriate LCPA staff. It will be the Consultant's responsibility to determine which areas need to be reviewed during the site inspection.
2. The annual comprehensive site compliance inspection and evaluation will include all LCPA facilities and will only include tenant activities that occur within Common Areas where the Consultant determined that hazardous materials are used, stored, or generated and/or activities take place that must be covered under the NPDES guidelines. The goal of the inspection is to assess the effectiveness of the SWPPP, compliance with the conditions of the permit and the SWPPP, and to provide recommendations to improve the plan and compliance. This inspection will be cursory in nature. The Consultant will be responsible for properly recording site conditions in compliance and noncompliance at the inspected LCPA and common area sites both in writing and pictorially. Areas contributing to a storm water discharge associated with industrial activity will be visually inspected for evidence, or the potential for, pollutants entering into the discharge system. Measures to reduce pollutant loadings shall be evaluated to determine whether they are adequate and properly implemented in accordance with the terms of the permit and whether additional control measures are needed. Structural storm water management measures, sediment and erosion control measures, and other structural pollution prevention measures identified in the plan shall be observed to ensure that they are operating correctly. A visual inspection of equipment needed to implement the plan, such as spill response equipment, shall be made.

3. It will be the Consultant's responsibility to draft a letter of inspection notification to LCPA Departments and the tenants at a minimum of two weeks in advance. The letter will be prepared for LCPA signature and distribution. Verbal notification will be provided to all responsible parties listed to be included in the annual inspection two days prior to the inspection. LCPA staff will be given adequate notice and will attend the inspections.
4. Consultant will prepare a draft (for LCPA review and comment) and final compliance evaluation report for LCPA and tenant facilities included in this review for incorporation into the LCPA's SWPPP. The reports will include results of the inspections, specific descriptions of potential pollutant sources, recommendations for corrective action, and color photographs. Maps will be included to identify the location of the areas reviewed. Where the report does not identify any incidents of noncompliance, the report shall contain a certification that the facility is in compliance with the SWPPP. The document will not be considered final until all LCPA comments have been addressed in the report.

B. LCPA and Tenant Training

1. The Consultant will design and lead a required pollution prevention training program that will be based on the current SWPPP. The training will be mandatory for all LCPA employees and common area tenants and optional for all other LCPA tenants outside of the common area boundaries that perform NPDES regulated activities. The training must be in accordance with the current rules and regulations. The 2002 training can serve as the basis for the training program and will be updated as necessary to meet the intent of the regulation and any activity/SWPPP changes. The purpose of the training will be to address topics such as spill response, good housekeeping, material management practices, preventative maintenance, spill prevention and response, source reduction, runoff management, sediment and erosion control, record keeping, and training. This training will consist of one meeting at Page Field. The training material will be specific to the current SWPPP while at the same time include general information that will be of use to the invited tenants. The Consultant will be responsible for all training material distribution and audio/visual equipment. The Consultant will provide answers to all questions during the training. If the Consultant is unable to provide an answer during the training, a written response will be provided within one week to the LCPA for distribution to the attendees.
2. Training materials (i.e. Power Point Presentations) must be capable of being copied and transferred digitally.

C. Other

1. All Consultant work products (i.e., presentation graphics, maps, reports, etc.) become the property of the LCPA and must be provided using software that is compatible with that used by the LCPA.

Consultant's responsibilities to LCPA include the following:

- A. Will be responsible for written documentation of all meetings associated with this project.
- B. Attend all ASMC/BOPC meetings.
- C. Provide response to all LCPA comments in writing.
- D. Provide digital copies, in a format compatible with the LCPA computer programs, for all work products; and
- E. No document will be considered complete until the LCPA determines that all LCPA comments have been addressed.

**III. Tentative Schedule Of Basic Services:**

January 15, 2005	Submit written list of annual inspection review areas (responsible parties, activities and location)
February 15, 2005	Site visits scheduled with written list of dates, times, and entity provided to the LCPA
March 15, 2005	Draft training presentation submitted
April 1, 2005	Site visits completed
April 15, 2005	Draft site inspection report
May 15, 2005	Final site inspection report
June 15, 2005	Presentation held prior to this date

**IV. Deliverables:**

- A. Consultant will provide and submit one (1) copy of draft Comprehensive Site Compliance Evaluation Report to the LCPA for comments.
- B. Consultant will provide one (1) draft Pollution Prevention Training Program to LCPA for comments.
- C. Consultant will submit one (1) copy of the final Comprehensive Site Compliance Evaluation Report in hardcopy and also in a digital format compatible with the program currently used by the LCPA
- D. Consultant will provide one (1) copy of the Pollution Prevention Training Program to LCPA in hardcopy and also in a digital format compatible with the program currently used by the LCPA.

**V. Cost:**

Task Total Lump Sum \$ 10,285.00