

DEP AGREEMENT NO. G0210

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department" or "DEP") and the CITY OF LEESBURG, FLORIDA, whose Environmental Services Department's address is 223 South Fifth Street, Leesburg, Florida 34749-0630, (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide financial assistance for the Lake Harris Water Quality Improvement Project/Venetian Gardens Stormwater BMP.

WHEREAS, the Department is the recipient of federal financial assistance from the Environmental Protection Agency (EPA); and,

WHEREAS, the Florida Department of Environmental Protection was awarded funding by the Environmental Protection Agency pursuant to Grant Agreement No. C9-99451502-0; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA); and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect for a period of twenty four (24) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution and until the expiration of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$72,366 toward the total project cost described in **Attachment A**. Written approval from the Department's Grant Manger shall be required for changes between budget categories up to 10% of the total budget. The DEP Grant Manager will transmit a copy of the written approval and revised budget to the DEP Procurement Office and the DEP Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal change order to the Agreement. Any change in the budget that increases or decreases the total funding amount will require a formal amendment to the Agreement.
- B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. The Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:
 1. Salaries/Wages – The Grantee shall not be reimbursed for direct salaries or multiplier (i.e., fringe benefits, overhead, and/or general and administrative rates) for Grantee's employees. However, the Grantee may document these expenditures for meeting its match requirements.

2. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.
 3. The Grantee will not be reimbursed for travel expenses under this Agreement.
 4. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
 5. Other Expenses – e.g., Materials, supplies, phone, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices.
- C. The Grantee may be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide> and allowable costs for Federal Programs can be found under 48 CFR Part 31 at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21, A-102 and A-110 as applicable, at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>. Five copies of each invoice, including appropriate backup documentation, shall be submitted to the Department's Grant Manager.
- D. The Grantee will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantee's or by a grantee's contractors or subcontractors to the maximum daily rate for GS-18. This limitation applies to consultation services for designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Subagreements with firms for services, which are awarded using the procurement requirements contained in 40 CFR 31.36, are not affected by this limitation.
- E. The parties hereto understand and agree that this Agreement does require a cost sharing or match on the part of the Grantee. The Grantee is responsible for providing \$123,244 in cash or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31 and OMB Circulars A-87, A-122, A-21, as applicable.
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.

G. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

EPA Grant Number	CFDA	Program Title	Funding Amount
C9-99451502-0	66.460	Nonpoint Source Implementation Grants	\$72,366.00
Total Funding:			\$72,366.00

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. A. The Grantee shall submit progress reports in accordance with the schedule contained in Attachment A. Progress reports shall be submitted in conjunction with the Payment Request Summary Form, described in paragraph 3.B. Progress reports shall describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Grantee shall utilize the **Attachment D, Progress Reporting Form**, for submitting its progress report. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. The final report shall be submitted no later than thirty (30) days prior to the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed and the final report has been received and approved.

B. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.

1. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Architectural & Engineering Services	10% MBE and 15% WBE
Commodities	7% MBE and 17% WBE
Contractual Services	14% MBE and 36% WBE
Construction (non SRF)	10% MBE and 11% WBE

2. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned business to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

3. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

4. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.

5. The Grantee agrees to follow the six affirmative steps or positive efforts stated in 40 C.F.R. 30.44(b), 40 C.F.R. 31.36(e), or 40 C.F.R. 35.6580, as appropriate, and retain records documenting compliance.

6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required progress reports (see paragraph 5.A).
 7. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.
 8. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in 40 C.F.R. 30.44(b), 40 C.F.R. 31.36, or 40 C.F.R. 35.6580, as appropriate, in the award of any contracts under this Agreement.
- C. Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
- D. A draft comprehensive final report (hard copy and electronic) must be submitted no later than sixty (60) days prior to the completion date of the Agreement. The Department will review the draft final report and provide comments for inclusion in the final report within 30 days. Five (5) hard copies, plus one electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted no later than the completion date of the Agreement. The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

"This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was \$[show actual amount], of which \$[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

"This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
 - C. The parties hereto may agree to terminate this Agreement for convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.
 - D. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
8. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - 1. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
 - 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
- 9.
- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
 - C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:
- <https://apps.fldfs.com/fsaa>
- The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.
11. A. The Grantee shall not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, unless the subcontractor has been identified in the Grant Work Plan. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
- C. The Grantee agrees to notify the Department of all subcontractors not identified in the Grant Work Plan no less than twenty days prior to the effective date of the subcontracts for the purpose of approval by the Department. The Grantee agrees to provide the Department with an executed copy of all subcontracts within ten days after the effective date of the agreement.
- D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
12. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

13. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Heather Ritchie	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
2600 Blair Stone Road, MS 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/245-8294
SunCom No.:	205-8294
Fax No.:	850/245-8434
E-mail Address:	heather.ritchie@dep.state.fl.us

15. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Ray Sharp	
City of Leesburg	
Environmental Services Department	
223 South Fifth Street	
Leesburg, Florida 34749-0630	
Telephone No.:	352/728-9835
Fax No.:	352/326-8887
E-mail Address:	ray.sharp@leesburgflorida.gov

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.
22. If the Grantee's project involves environmentally related measurements or data generation, including the development of models that may be used in regulatory decisions, the Grantee shall develop and implement quality

assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment F, Quality Assurance Requirements**.

23.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
24. In accordance with Executive Order 12549, Debarment and Suspension (**40 CFR 32**), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department.
25. The Environmental Protection Agency and Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
26. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment G, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment H Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
27. Land acquisition is not authorized under the terms of this Agreement.
28. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LEESBURG

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor / Commissioner

By: Jerry Brooks
Secretary or designee

Attest: _____
City Clerk

Date: 2/2/07

APPROVED AS TO FORM:

Heather Ritchie
Heather Ritchie, DEP Grant Manager

Date: _____
City Attorney

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

Manra B W
DEP Attorney

FEID No.: 59-6000362

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (8 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Quality Assurance Requirements (8 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Contract Provisions (3 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A
GRANT WORK PLAN**

**PROJECT: CITY OF LEESBURG
LAKE HARRIS WATER QUALITY IMPROVEMENT PROJECT
VENETIAN GARDENS STORMWATER BMP**

PROJECT FUNDING: \$72,366.00 FY06 319 \$123,244.00 Match

LEAD ORGANIZATION: City of Leesburg Environmental Services

CONTACT PERSON: Ray Sharp, Director of Environmental Services

COOPERATING ORGANIZATIONS:

City of Leesburg, Environmental Services Department
223 South Fifth Street
Leesburg, FL 34749-0630
Phone: 352-728-9835
Email: ray.sharp@leesburgfl.gov

PROJECT ABSTRACT: The City of Leesburg is located between Lake Griffin and Lake Harris in west Central Florida. The City is a stakeholder in the Upper Ocklawaha River Watershed Total Maximum Daily Load (TMDL) program and has been an active participant throughout the Basin Management Action Plan (BMAP) development. Many of the lakes within the Upper Ocklawaha River Watershed are on the 303(d) verified list of impaired water bodies for nutrients. Currently, Lake Harris is the only lake in this watershed that is projected NOT to meet the established TMDL (Total Phosphorus).

The City of Leesburg recently updated their Stormwater Master Plan in an effort to evaluate appropriate sub-basins along Lake Harris (within the City limits) to perform water quality improvement projects. In addition, Environmental Resource Department (ERD), (Harvey Harper) recently completed an Evaluation of Nonpoint Source Loadings to Lake Harris/Little Lake Harris for Lake County that ranked sub-basins along Lake Harris according to their potential to impact water quality in the lake. Three basins located within the City of Leesburg that discharge untreated stormwater directly to Lake Harris were ranked 5th 10th and 11th (out of 94 basins) in the ERD report. The City of Leesburg is preparing conceptual plans for water quality improvement projects in all three of these basins and is requesting a United States Environmental Protection Agency (US EPA) 319 grant to provide funding for a water quality improvement project in the basin that is ranked 5th. This 41-acre urban basin is almost completely developed. The basin is designated as VG0030 and is a sub-basin of the Venetian Gardens Basin in the Leesburg Stormwater Master Plan.

Stormwater pollutant loads to Lake Harris from Basin VG0030 have been calculated and are presented below. There is currently no available, undeveloped land within this basin to construct a retention/detention pond system. Therefore, the BMP best slated for pollutant load reduction from this basin is a second-generation baffle box that can be installed underground within the City owned land surrounding the Venetian Gardens Canal system. The total reduction of nutrients (Total Phosphorus and Total Nitrogen) and TSS from this BMP water quality improvement project will be included in the Upper Ocklawaha River Watershed Basin Management Action Plan (BMAP) to reduce the projected nutrient loadings to Lake Harris and enable the lake to meet water quality standards.

The City of Leesburg has an established Stormwater Utility that provides funding for stormwater Capital Improvement Project (CIP). Matching funds for this projected are established for the 2006/2007 budget.

PROJECT LOCATION AND WATERSHED CHARACTERISTICS: This proposed water quality improvement project will be located along the northwest shore of Lake Harris in the City of Leesburg, Lake County, Florida (Figure 1). Stormwater from this 41-acre basin currently discharges into the Venetian Gardens Canal system that is directly connected to Lake Harris. Lake Harris is one of several lakes in the Upper Ocklawaha River Basin. Lake Harris is listed as an impaired 303(d) water body and has an established TMDL for Total Phosphorus.

The proposed location of the BMP unit (2nd Generation Baffle Box) will be constructed on land owned by the City of Leesburg. The project will include stormwater culvert/manhole installation under Dixie Avenue. This is a Florida

Department of Transportation (FDOT) maintained road and a FDOT permit will be required to accomplish this project. The project is designed to treat stormwater runoff from a contributing basin comprised of urban residential and commercial areas.

Watershed Name: Upper Oklawaha River
Latitude: 28.806186
Longitude: -80.122892
Hydrologic Unit Code(HUC): 03080102

Land Uses within the Watershed (acres and percentages of total):

Land Use	Acres	%
Residential (High Density)	1.27	3.0
Commercial	17.09	40.8
Residential (Medium Density)	20.76	49.6
Transportation	2.75	6.6
Land Use Totals (Acreage and %)	41.87	100

POLLUTION REDUCTION STRATEGY: This urban, basin of Lake Harris was ranked as the No. 5 priority basin for pollutant loading (Total-N, Total-P, BOD, and TSS) out of 94 delineated sub-basins in the Evaluation of Nonpoint Source Loadings to Lake Harris/Little Lake Harris (ERD 2006) funded by Lake County. Basin VG0030 was also identified in the City of Leesburg’s Stormwater Master Plan (Boyle 2006) as being a priority basin in need of stormwater retrofit. The St. Johns River Water Management District identified retrofit projects as a priority for reducing nutrient loads to Lake Harris in its’ Pollutant Loading Reduction Goals (PLRG) for Seven Major Lakes in the Upper Oklawaha River Basin (SJRWMD 2004). Lake Harris is on the 303(d) verified list of impaired water bodies for nutrients. A TMDL for Total Phosphorous has been developed by FDEP. Lake Harris is NOT expected to meet the TMDL goal as detailed in the BMAP for the Upper Oklawaha River Basin (FDEP 2006). The City of Leesburg participated in the Basin Working Group established by FDEP to development the BMAP. However, this project was not identified in the BMAP, as it was conceived after the BMAP was drafted. The estimated pollutant load reduction achieved from this proposed project will be added to the BMAP before finalization.

The proposed retrofit project is designed to reduce nutrient loads associated with particulate matter such as sediment and leaf litter, which will reduce Total Phosphorous loads from this basin and contribute positively to the long term water quality improvement goals detailed in the BMAP and PLRG. This is the first of several retrofit projects being developed by the City of Leesburg with the intention of reducing nutrient loads to Lake Harris.

PROJECT OBJECTIVE(S): Lake Harris is on the 303(d) verified list of impaired water bodies for nutrients. A TMDL for Total Phosphorous has been developed by FDEP. The purpose of this retrofit project is to reduce the amount of untreated stormwater runoff to Lake Harris from an urbanized area in the City of Leesburg. The retrofit project is anticipated to reduce the load of total suspended solids (TSS) by 80to 85%, total Biological Oxygen Demand (BOD) by 40%, total nitrogen (TN) by 15 to 40%, and total phosphorous (TP) by 25 to 40% (depending on literature reference). The reduction in TP load to Lake Harris will aid the effort to comply with the established TMDL goals for this lake and the Upper Oklawaha River Basin.

PROJECT DESCRIPTION: The primary purpose of this project is to reduce nonpoint source pollutant loadings to Lake Harris. The proposed BMP structure is strategically located to collect untreated stormwater runoff from the entire 41-acre basin to maximize water quality improvements. The project will be located on City owned land to eliminate land costs, will minimize culvert relocations to lower overall construction costs and the BMP structure will be located in an accessible area for ease of maintenance.

Basin VG0030 is a developed urban area totaling 41 acres. Stormwater is collected by a series of catch basins and connecting culverts along 9th Street, 6th Street and 2nd Street and directed to a common culvert running under Dixie Avenue that discharges through a 24-inch RCP into the Venetian Gardens canal system and ultimately to Lake Harris.

Dixie Avenue is a FDOT maintained road that was widened from two to four lanes in the 1970’s. The stormwater drainage system for the two-lane road was left in the middle of the 4-lane road and slightly modified for local area

drainage to discharge into the Venetian Gardens canal system. A new curb and gutter system was installed on the south side of Dixie Avenue to collect runoff from the roadway and discharge to a wet detention pond located south of the Leesburg Civic Center. The current drainage system for the project area, including the location of the FDOT wet detention pond.

A recent field review of the existing drainage system was performed to evaluate the most cost effective means of installing the proposed BMP system. Visual inspection of Manhole No. 2. indicates that stormwater from the basin is co-mingled with FDOT's stormwater collection system along the south side of Dixie Avenue. A concrete weir, approximately 2-foot high, was constructed in Manhole No. 2 to restrict discharge through the 24-inch RCP outfall pipe into the Venetian Gardens Canal system. Stormwater during small rain events from Basin VG0030 is directed to the FDOT wet detention pond. The FDOT wet detention pond was originally designed to handle runoff from a portion of Dixie Avenue and Canal Street. Currently, a total basin area of approximately 94 acres is being discharged to the detention pond until water levels in Manhole No. 2 stage above the weir and flow through the 24-inch RCP into the Venetian Gardens Canal system. Leesburg Environmental Services staff have commented on several occasions about the high water levels in the wet detention pond and that the inlet pipe to the pond appears to be surcharged when it rains.

This proposed water quality improvement project includes new culvert/manhole construction to redirect stormwater from Basin VG0030 through a second-generation baffle box prior to discharge into the Venetian Gardens Canal system and Lake Harris. This project will improve water quality from the targeted basin as well as the adjacent basin by reducing the amount of stormwater directed to the FDOT wet detention pond and thereby, improving the pond's efficiency in attenuating stormwater and reducing pollutant loads to the lake.

The proposed changes to the existing drainage system includes the installation of two new manholes, 40 feet of 18-inch RCP, 200 feet of 30-inch RCP, a 6'X12'X7' second-generation baffle box, and a mitered end section at the new outfall location. Utility cuts will be required within the median of Dixie Avenue to install a portion of the new culverts and one of the new manholes. The second new manhole will be installed in the sidewalk along the south side of the road. The FDOT will require that the friction coarse pavement be milled and resurfaced 100 feet in both directions from the utility cut for the lane that is disturbed. We anticipate that there will be approximately 1200 square yards of milling and resurfacing on Dixie Avenue associated with the two required utility cuts need for construction.

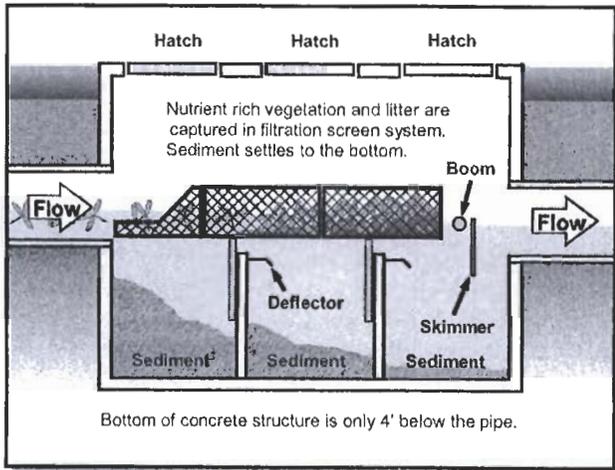
Second Generation (Nutrient Separating) Baffle Box

A 2nd generation baffle box captures foliage, litter, sediment, and hydrocarbons. Nutrient rich vegetation and litter are captured in a filtration screen system while the sediment settles to the bottom of the box (see figure below). Turbulence deflectors are added to prevent captured sediment from re-suspending. Hydrocarbons collect in front of the skimmer and are absorbed by the storm boom. The unit is placed entirely underground, so that it is out of site of local residents. During maintenance, the hatches are opened and the foliage/sediment is vacuumed out of the unit. The trash screen system hinges off to the side to give easy access to the sediment collected in the lower chambers.

The dimensions of the baffle box proposed for this location is 6-foot by 12-foot by 7-foot and can handle an inlet culvert size of 18-inches to 36-inches. Computer model simulations were performed for Basin VG0030 to evaluate peak flows during certain storm events. Model results indicate that the peak flow during a mean-annual storm event will be 26 cfs. The size of the proposed baffle box is designed to handle this flow rate.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

During The Storm Event



After The Storm Event

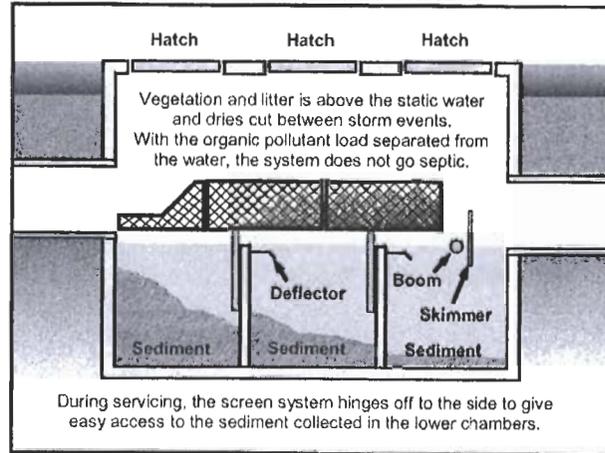


Exhibit A

These depictions were copied from a Suntree Technologies Brochure. The proposed system is patented by Suntree Technologies.

Several sources of literature were researched to evaluate the pollutant load reduction obtained from these baffle boxes. Removal of sediments is reported to be as high as 95% as long as there is not re-entrainment during large storm events. Removal of TSS is reported to be as high as 85%. The removal of nutrients (TN and TP) are reported to be between 25 and 40% from this system. Currently, the FDEP is conducting a study of these types of baffle boxes to evaluate the overall effectiveness for pollutant removal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ESTIMATED POLLUTANT LOAD REDUCTION:

BMPs Installed		TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Pollutant Loads	Pre-Project	5831.1	30.6	203.0		1073.7		
	Post-Project	1166.2	18.4	121.8		644.2		
	Load Reduction	4664.9	12.2	81.2		429.5		
	% Reduction	80	40	40		40		
		TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Pollutant Loads	Pre-Project							
	Post-Project							
	Load Reduction							
	% Reduction							
		TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Pollutant Loads	Pre-Project							
	Post-Project							
	Load Reduction							
	% Reduction							
		TSS kg/yr	TP kg/yr	TN kg/yr	Sediment kg/yr	BOD kg/yr	Other kg/yr	Other kg/yr
Pollutant Loads	Pre-Project							
	Post-Project							
	Load Reduction							
	% Reduction							

MODEL USED: The pollutant load analysis was conducted using a spreadsheet model developed specifically for Lake Harris and Little Lake Harris basins. The model is documented in *Evaluation of Nonpoint Source Loadings to Lake Harris/Little Lake Harris* (Harper and Baker 2006). Event Mean Concentrations (EMCs) for each pollutant and land use were based on *Stormwater Loading Rate Parameters For Central and South Florida* (Harper 1994). Estimated pollutant load reductions for baffle boxes were obtained from several sources, including FDEP.

OUTPUTS/DELIVERABLES:

Task 1 - Construction Plans & Permitting

A general shop drawing of the proposed baffle box is provided as Exhibit A. Design of the 2nd generation baffle box, drainage pipe alterations, and road mill and resurface efforts will be performed by the City of Leesburg. Construction plans will be submitted to the appropriate agencies including, but not limited to, the St. Johns River Water Management District and FDOT for permitting.

Task 2 - Public Involvement

Prior to construction, the proposed project will be presented to the City of Leesburg Commission in a workshop forum that will be open to the public. The workshop will be advertised on the City's web site and through local media. Maps and project descriptions will be posted prior to the workshop for public review on the City's web site. The City's web site was developed to provide public education in support of the City's NPDES MS4 permit. The City participates in the Florida Yards and Neighborhoods Program that strives to educate citizens about methods to reduce runoff into the storm drains. The City has begun a stenciling program of all stormwater drains in the City and will continue to implement a street sweeping program to reduce runoff to the stormwater system.

Task 3 - Construction

Construction will begin once the appropriate permits and funding are acquired anticipated to begin in mid to late 2007. Leesburg's matching fund is included in the 2006/2007 budget for Stormwater CIP. Construction plan preparation and permit acquisition will begin prior to this date to expedite the construction.

Task 4 - Effectiveness Evaluation

The FDEP is currently performing a detailed study throughout Florida on the pollutant load reductions obtained from baffle boxes. Criteria for this study are being developed by the FDEP. During the first six months after installation of the baffle box, City stormwater maintenance staff will monitor the unit after storm events to evaluate collection of sediment and litter from Basin VG0030 to determine the overall maintenance needs of the unit. This monitoring will allow for adjustments in the maintenance or operation of the baffle box to improve its' effectiveness. In the long term, a record of the amount of material collected will be kept and used to calculate the overall pollutant loads reductions achieved from the unit. These numbers will be included in the second round of TMDL assessment for the Upper Oklawaha River Basin to be used in the BMAP.

Task 5 - Project Administration

The City of Leesburg will be responsible for consultant and construction firm selection, contract development, administration, and construction inspections. Administrative responsibilities will also include financial accounting and coordination with the FDEP BMP monitoring staff.

PROJECT MILESTONES:

Task	Activity	Start	Complete
1	Conceptual Plans Prepared and Submitted		
2	Contract Signed	Month 0	Month 1
3	Construction Plan Development	Month 1	Month 5
4	Construction Permits	Month 6	Month 10
5	Bid Plan Preparation	Month 10	Month 11
6	Construction Contract Award	Month 11	Month 13
7	Construction	Month 14	Month 18
8	As-built Drawings	Month 19	Month 20

PROJECT BUDGET:

Project Funding Activity	319 (h) Amount	Matching Contribution	Match Source *
Staff		\$20,000.00	City of Leesburg
Travel			
Equipment			
Supplies			
Contractual		\$78,244.00	City of Leesburg
BMP Implementation	\$72,366.00		
Monitoring		\$10,000.00	City of Leesburg
Public Education		\$15,000.00	City of Leesburg
Other:			
Total:	\$72,366.00	\$123,244.00	
Total Project Cost:	\$195,610.00		

*If a stormwater utility or other dedicated recurring fee is contributing, put that information in the following table.

MATCH SOURCE INFORMATION:

Match Source Name	Description	ERU/Fee
City of Leesburg	Stormwater Utility	\$5.00/ERU/month

BUDGET BY TASK:

Project Funding Activity	319 (h) Amount	Matching Contribution	Match Source
Task 1 – Construction Plans & Permitting		\$30,000.00	City of Leesburg
Task 2 – Public Involvement		\$15,000.00	City of Leesburg
Task 3 – Construction	\$72,366.00	\$48,244.00	City of Leesburg and SJRWMD
Task 4 – Effectiveness Evaluation		\$12,000.00	City of Leesburg
Task 5 – Project Administration		\$10,000.00	City of Leesburg
Task 6 – As-built Drawings		\$8,000.00	City of Leesburg
Total:	\$72,366.00	\$123,244.00	
Total Project Cost:	\$195,610.00	\$195,610.00	

OTHER FUNDING (Not Match – such as land acquisition or other federal grants):

Agency	Activity	Amount
N/A		
Total:		

OTHER INFORMATION: If this is a multi-year project, have you requested sufficient funds to complete the project (assuming funds requested herein are provided)?

(State yes or no, and, if no, provide an explanation): Yes: No:

The Lead Organization, as listed on the first page of this form, agrees to comply with all requirements specified in the guidance package and in the federal grant regulations. Checking “no” or “yes, except” will cause the project to have a lower ranking than similar projects by lead organizations that agree to the requirements:

Yes: No: Yes, except: (Note: List exceptions below.)

Exceptions:

REFERENCES CITED:

Boyle, 2006. *City of Leesburg's Stormwater Master Plan*, Boyle Engineering Corporation, Orlando, Florida

FDEP, 2006. *BMAP for the Upper Oklawaha River Basin*, The Florida Department of Environmental Protection, Tallahassee, Florida

Harper, H. H., Baker, D.M., 2006. *Evaluation of Nonpoint Source Loadings to Lake Harris/Little Lake Harris*, Environmental Research & Design, Inc, Orlando, Florida

Harper, H.H., 1994. *Stormwater Loading Rate Parameters For Central and South Florida*, Environmental Research & Design, Inc, Orlando, Florida

Harper, H.H., 1995. *Pollutant Removal Efficiencies For Typical Stormwater Management Systems in Florida*, Environmental Research & Design, Inc, Orlando, Florida

SJRWMD, 2004. *Pollutant Loading Reduction Goals (PLRG) for Seven Major Lakes in the Upper Oklawaha River Basin*, St. Johns River Water Management District, Palatka, Florida

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: _____

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: G0210

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED:\$ _____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$	\$
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:				
Contractual	\$	\$	\$	\$
BMP Implementation	\$	\$	\$	\$
Monitoring	\$	\$	\$	\$
Public Education	\$	\$	\$	\$
Equipment Purchases	\$N/A	\$N/A	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTALS	\$	\$	\$	\$
AGREEMENT AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
TOTAL REMAINING IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.

PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period. This must be by budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTALS*" line. Enter the budget amount on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been paid to date for expenses by budget category. The final report should show the total of all payments, first through the final payment, etc. Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTALS*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005)** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	G0210		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Summarize and provide supporting documentation regarding your efforts in meeting the MBE/WBE requirements contained in paragraph 5.B. of the Agreement

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0210 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website located at <http://www.ebudget.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/Welcome/index.cfm>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.fldfs.com/> and the Auditor General's Website <http://www.state.fl.us/audgen/pages/flsaa.htm>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

- A. The Department of Environmental Protection at the following address:
- Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:
- Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:
- Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of Environmental Protection at the following address:
- Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
- B. The Auditor General's Office at the following address:
- State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

PART V: RECORD RETENTION

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT F
Quality Assurance Requirements
For Federally Funded NPS BMP Monitoring Agreements

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
 - a. The CONTRACTOR shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution between the laboratory and the CONTRACTOR. Within six months of this Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The CONTRACTOR shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
 - h. The CONTRACTOR shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
 - i. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
 - j. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
 - k. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
 - l. In addition, the CONTRACTOR shall ensure that the quality control requirements specified in the attached addenda are followed.
 - m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**

- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
- b. The CONTRACTOR shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, February 1, 2004). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6).
- c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
- d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the CONTRACTOR shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
 - (i) Matrix-Related Quality Controls - The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (2) The last time samples are collected for the sample collection matrix.
 - (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
- b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The CONTRACTOR shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager as part of Quarterly Progress Reports and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL
 - ▶ PQL
 - ▶ Sample type (such as blank type, duplicate type, etc.)

- ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
 - Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
- ▶ Site and/or stormwater BMP name
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results, if applicable:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.
- e. The CONTRACTOR shall submit the lab and field data above electronically in either Excel or Access format.

5. **AUDITS**

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
- b. PLANNING REVIEW AUDITS –
- (i) Initial: Within 15 days of completing the first sampling and analysis event, the CONTRACTOR and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.
 - (ii) Ongoing: Planning reviews as described in item (i) above shall occur annually.
- c. QUALITY SYSTEMS AUDITS – The CONTRACTOR and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the CONTRACTOR's and subcontractors' records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

- (i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.
- (ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.
- (iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

6. PLANNING DOCUMENT

- a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP) that is prepared in accordance with "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5", (EPA/240B-01/003 March 2001).
- b. The CONTRACTOR and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the CONTRACTOR fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.
- c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the CONTRACTOR and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the CONTRACTOR shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.
- d. If the review of the planning document by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the planning document is received by the Department, the CONTRACTOR shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Sampling and analysis for the Contract may not begin until the planning document has been approved.
- f. Once approved, the CONTRACTOR shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract.
- h. When the approved planning document requires modification, the amendments shall be
 - (i) Provided in a new planning document, or
 - (ii) Provided as amended sections of the current planning document, or
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

7. DELIVERABLES

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.

- (ii) Non-standard laboratory or field procedures – The CONTRACTOR shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
- (iii) Reports of planning review audits as specified in item 5.b. above.
- (iv) Statements of Usability as specified in item 5.d. above.
- (v) Planning document per Section 6, above.

8. **CONSEQUENCES**

- a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

Addendum 1
Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The CONTRACTOR shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
 - a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - b. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - c. Spike levels must be at the concentrations specified in item 3 below.
 - d. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
 - a. The acceptance criteria for the LCS shall be specified in the planning document.
 - b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
 - a. Analysis of a QCCS is required for but not limited to the following analyses:
 - (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
 - (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
 - b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
 - a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
 - b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
 - a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
 - a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
 - a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
 - b. Initial Calibration Requirements
 - (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the

- minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
- (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
 - (iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.
 - (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
 - (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
- c. Continuing Calibration Requirements:
- (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
 - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.
 - (iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
 - (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as “estimated” per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.
 - (v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
- d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
8. Quality Control Blanks
- a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.
 - b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
 - c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.
9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.

Addendum 2
Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods 20th edition, section 9020*.
2. Quality Control Blanks
 - a. If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank.
 - b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
3. Laboratory Quality Control Duplicates
 - a. At least 10% of the samples (or one per test run) shall be duplicated.
 - b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
 - c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.
4. Colony Counts
 - a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
 - b. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 – 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless the reported value is from a 100 mL sample and the count is less than 20).
 - c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
 - d. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 5.b. above)
 - e. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
 - f. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the analytical method approved for this Contract and listed in the planning document.

ATTACHMENT G
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **EPA does not consider work performed under the 319 grants to fall under the definition of construction. Therefore, this provision does not apply to this specific Agreement.**
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**.
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**ATTACHMENT H
REGULATIONS**

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 32	Governmentwide debarment and suspension (nonprocurement) and Statutory Disqualification Under The Clean Air Act and Clean Water Act
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK