

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment No. 1 to the Agreement S0163 between Florida Department of Environmental Protection and Seminole County for the Construction of the Club II Borrow Pit Stormwater Management System

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Mark E. Flomerfelt, P.E. EXT. 5709
Jerry McCollum, P.E., County Engineer

Agenda Date 12/12/06 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Amendment No.1 to Agreement S0163 between the Florida Department of Environment Protection and Seminole County for the Club II Borrow Pit Stormwater Retrofit Project infrastructure improvements.

District 5 - Commissioner Carey (Jerry McCollum, P.E.)

BACKGROUND:

Staff has been working with the Florida Department of Environment Protection (FDEP) to secure additional funding for the design, permitting, and construction for control and diversion structures that will make the Club II Regional Stormwater Facility fully operational. Construction will improve water quality and drainage within portions of the Midway Basin, including the correction of deficiencies along First Drive and Brisson Avenue.

The Club II Regional Stormwater facility will be located on a 100 acre site located north of State Road 46, west of Brisson Avenue. An exclusive, Perpetual Drainage Easement over the entire 100 acre site has been previously dedicated to Seminole County.

Reviewed by:
 Co Atty: [Signature]
 DFS: _____
 Other: _____
 DCM: [Signature]
 CM: [Signature]
 File No. CPWE06

Additional FDEP funding of \$571,315 has been made available for the construction and required monitoring of this 65 acre Regional Stormwater Facility. No additional matching funds are required. The facility will provide an estimated 130 acre-feet of storage capacity, resulting in flood control and water quality improvements to portions of the Midway Basin and the existing Sanford Airport outfall. The Construction Contract was awarded at the October 10, 2006 BCC Meeting.

Approval of the enclosed Amendment No. 1 to the FDEP Funding Agreement is recommended by Staff. A Budget Amendment Resolution to recognize the additional State monies for this budgeted project (CIP #233801) will follow in January 2007. This increase in State reimbursement will allow \$471,315 of Local 2001 Sales Tax funding to be returned to reserves at that time.

Attachment: DEP Agreement No. S0163/Amendment No. 1
DEP Agreement No. S0163 (Original Agreement)

DEP AGREEMENT NO. S0163
AMENDMENT NO. 1

DEP AGREEMENT NO. S0163
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 16th day of December, 2004, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "Grantee" or "Recipient") is hereby amended.

WHEREAS, due to an increase in construction costs, additional funding has been requested; and,

WHEREAS, additional funding in the amount of \$571,315 has been made available to the Department for the continued construction of the Club II borrow pit stormwater retrofit facility; and,

WHEREAS, the Agreement needs to be revised to include the additional funding; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- The title of the Agreement is hereby revised to read as follows:

DEP AGREEMENT NO. S0163

STATE OF FLORIDA
GRANT ASSISTANCE

PURSUANT TO LINE ITEM 1700 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT AND
PURSUANT TO LINE ITEM 1718 OF THE 2005-2006 GENERAL APPROPRIATIONS ACT

-- Paragraph 3A is hereby revised to change the total funding provided by the Department to \$1,072,586.00, the total project cost estimate to \$3,332,780.00, and the Grantee's match amount to \$2,260,194.00.

-- Paragraph 10 is hereby deleted in its entirety and replaced with the following:

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment C-1 (Revised Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment C-1** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C-1**. 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 C-1, 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.

- Attachment A, Grant Work Plan, Page 5 of 8 is hereby deleted in its entirety and replaced with Attachment A, Grant Work Plan, Page 5 (Revised) of 8, attached hereto and made a part of the Agreement.
- Attachment A, Grant Work Plan, Pages 6 and 7 are hereby deleted in their entirety. Attachment A will now consist of eight pages.
- Attachment C, Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment C-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment C shall hereinafter refer to **Attachment C-1, Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto shall remain in full force and effect.

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

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: _____
Title*: _____

Date: _____

By: Gerry Brooks
Secretary or designee

Date: 10/31/06

Eric Livingston
Eric Livingston, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

Mindun b D
DEP Attorney

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan, Page 5 (revised) of 8 and Pages 6 and 7 were deleted (8 Pages)
Attachment	C-1	Revised Special Audit Requirements (5 Pages)

Club II Regional Stormwater Facility
Seminole County, Florida

PROJECT BUDGET SUMMARY:

Project Funding Activity	Florida Forever	Matching Funds	Match Source
Task 0 - Land Acquisition		\$1,000,000	Seminole County
Task 1 - Preliminary Design & Construction Plans		\$50,000	SJRWMD
Task 1 - Construction Plans & Permitting	\$75,000		
Task 2 - Borrow Pit Regrading		\$574,641	SJRWMD
Task 2 - Construction	\$897,586	\$313,553	
Task 2 - 5% Construction Contingency		\$61,000	Seminole County
Task 3 - Effectiveness Evaluation	\$100,000	\$50,000	Seminole County
Task 4 - Project Administration		\$211,000	Seminole County

Total: \$1,072,586 \$1,946,641

Total Project Cost (Current)= \$3,019,227.00

ATTACHMENT E-1

REVISED 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

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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.

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item GAA 1700	2004-2005	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$501,271.00	140076
Amendment No. 1	Water Quality Assurance Trust Fund – Line Item GAA 1718	2005-2006	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$571,315.00	140076

Total Award					\$1,072,586.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP AGREEMENT NO. S0163
(Original Agreement)

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1700 OF THE 2004-2005 GENERAL APPROPRIATIONS ACT

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") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Seminole County Road Operations and Stormwater Division, 520 Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), a local government, to provide funding for the Club II Borrow Pit Stormwater Retrofit Project

In consideration of 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 thirty-six (36) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by 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 \$501,271 toward the total project cost estimate of \$2,306,911.60. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$181,000 toward the project described in **Attachment A**, Grant Work Plan. The Grantee shall also provide a non-required match of \$1,624,640.60 from alternate sources. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
 - 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. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also 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 www.dbf.state.fl.us/aadir/reference_guide.
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. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the quarterly reports will be submitted based upon the date of execution of the Agreement (e.g. Months 4, 7, 10, etc. after execution). The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
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.
8. 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.
9. 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 subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in **Attachment C**, Special Audit Requirements. A revised copy of **Attachment C**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**, Special Audit Requirements. If the Grantee fails to receive a revised copy of **Attachment C**, 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.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. 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 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. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department 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.

14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blair Stone Road, MS 3510	
Tallahassee, Florida 32399-2400	
Telephone No.:	850/245-8430
SunCom No.:	205-8430
Fax No.:	850/245-8434
SunCom Fax No.:	205-8434
E-mail Address:	eric.livingston@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

Tom Radzai	
Seminole County Road Operations & Stormwater Division	
520 W. Lake Mary Boulevard	
Sanford, Florida 32773	
Telephone No.:	407/665-5715
Fax No.:	407/665-5742
E-mail Address:	tradzai@co.seminole.fl.us

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. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the equipment purchased under this Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment E**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
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, task 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, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21. If the Grantee's project involves environmentally related measurements or data generation, 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 a part hereof as **Attachment F**.
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. Grantee matching funds have been used for the acquisition of land for this project. The Grantee agrees that the funds used to purchase the land shall not be used as match to any other Agreement supported by State or Federal funds.
25. 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.

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

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title*: _____

By: *David D. Jewell*
Secretary or designee

Date: _____

Date: 10/5/04

Eric Livingston
Eric Livingston, DEP Grant Manager

L. Debbie Sketton
DEP Contracts Administrator

Approved as to form and legality:

M. B. [Signature]
DEP Attorney

FEID No.: 59-6000856

*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 Grantee must accompany the Agreement.


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

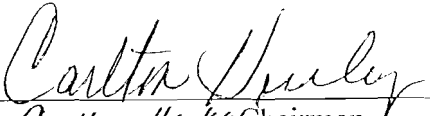
Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (10 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Quality Assurance Requirements Provision Options (3 Pages)</u>

Accepted By:

ATTEST:

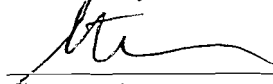
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: 
Carlton Henley, Chairman
Board of County Commissioners

Date: 12-16-04

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.


County Attorney

10/14/04
Date

As authorized for execution by the Board of
County Commissioners at their
12-14, 2004 regular meeting

Agreement Between the Florida Department of Environmental Protection and Seminole County
for the Funding for Construction of the Club II Borrow Pit Stormwater Retrofit Project

**ATTACHMENT A
GRANT WORK PLAN**

CLUB II BORROW PIT STORMWATER MANAGEMENT SYSTEM

COOPERATING ORGANIZATIONS:

St. Johns River Water Management District

PROJECT ABSTRACT: The project will convert the Club II Borrow pit into a regional stormwater treatment facility. This conversion will involve major regrading of the existing borrow pit site along with the installation of stormwater infrastructure improvements. The end result will be a dual cell wet-detention facility that collects stormwater runoff from the surrounding area and treats it prior to discharging into Lake Monroe (Middle St. Johns River). The areas slated for connection to the proposed stormwater management system currently employ no water quality treatment prior to discharging into Lake Monroe; therefore the construction of this stormwater treatment facility will tremendously reduce the total pollutant (nutrients, suspended solids, BOD, heavy metals) loading to Lake Monroe by approximately 33,000-kg (36.5-tons) per year. In addition to the water quality treatment provided, the proposed stormwater management system will also have a dramatic benefit with regard to flood protection for a large portion of the existing watershed.

PROJECT LOCATION AND WATERSHED CHARACTERISTICS: The Club II Borrow pit is located within Section 32 of Township 19 South and Range 31 East. More specifically, the project site is located north of State Road 46A (Geneva Avenue), south of First Drive, east of the Roseland Park Development and west of Brisson Avenue in Seminole County, Florida.

Watershed Name: Upper St. Johns (Lake Monroe)

Latitude: 28.7937

Longitude: -81.2433

Hydrologic Unit Code (HUC): 03080101

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

Land Use	Acres	%
Residential	111.79	21.56
Pasture	199.60	38.49
Woods	103.40	19.94
Surface Water	103.80	20.01
Land Use Totals (Acreage and %)	518.56	100.00

* Land uses and corresponding area pertain to the drainage area contributing stormwater runoff to the stormwater management system.

POLLUTION REDUCTION STRATEGY: This proposal represents a significant step forward in the process to drastically reduce the pollutants injected into surface water bodies by untreated stormwater runoff. The pollution reduction will be accomplished by converting an 84.5-acre borrow pit into a dedicated wet detention facility. The stormwater runoff generated by approximately 416-acres of surrounding pasture, woodland and residential area (including a portion of the Sanford-Orlando Airport) previously discharging directly to Lake Monroe will now be re-routed into the Club II Borrow Pit Stormwater Management System for treatment. The facility will reduce the pollutant loading to Lake Monroe by a total of approximately 36.5-tons per year.

PROJECT OBJECTIVE(S): Lake Monroe is listed as impaired for Nutrients (TSI) and Dissolved Oxygen on the Draft 2003 Verified 303(d) list. The TMDL for both of these parameters is listed as a "low" priority projected for development in 2008. The Club II Borrow Pit Stormwater Management Facility will be designed and constructed to remove a substantial amount of the pollutants contributing to the impaired status of Lake Monroe including the following: Total Nitrogen (TN), Total Phosphorus (TS), Total Suspended Solids (TSS), Biochemical Oxygen Demand (BOD), Total Copper (TCu), Total Lead (TPb) and Total Zinc (TZn). This reduction in pollutant loading will be accomplished by re-directing stormwater runoff previously discharging directly to Lake Monroe into an 84-acre borrow pit that will be converted into a dedicated stormwater management facility.

PROJECT DESCRIPTION: The Club II Borrow Pit Stormwater Management Facility will consist of two primary phases. Phase 1 will involve the conversion of the existing borrow pit into a wet detention pond and Phase 2 will redirect the runoff generated by the surrounding area into said pond.

Seminole County currently has a drainage easement over the entire 100 acre site. At the present time, the Club II Borrow Pit has completed borrow operations and is preparing to begin reclamation of the pit. As part of the final reclamation plan, the existing borrow pit will be regraded to provide adequate side slopes for safety and maintenance purposes. Secondly, the stormwater related infrastructure (i.e. control structures) will be installed in order to regulate the water level and discharge rates from the pond. The plan for controlling the water level utilizes a two-stage approach involving both a low and a high level stormwater outfall. The low level overflow will discharge into the smaller northern cell of the existing borrow pit. Due to the elevations of the homes within a residential development north of the northern cell, it was recommended by the project geotechnical engineer (Devo Engineering), after a thorough analysis, that the water level in the northern cell be controlled as low as possible in order to avoid a berm failure. Therefore, only small orifice flows from the stormwater facility will be discharged into the northern cell. All high level flows will be discharged into the adjacent ditch system via a western control structure and routed to the main outfall ditch on the north side of First Avenue, effectively bypassing the northern cell. This strategy provides an effective water quality treatment process without aggravating the potential seepage condition in the northern borrow pit cell. A brief summary of the preliminary engineering design data for the wet detention pond is included in the following table:

Drainage Area Treated	415.79 acres (0.65 square miles)
Permanent Pool Volume	1,722.34 acre-feet
Mean Detention Time	1395 days
Treatment Volume	156.96 acre-feet (4.53 inches over Drainage Area)

The second component of the project involves re-routing stormwater runoff from the adjacent areas into the Club II Borrow Pit Stormwater Management Facility. This will be accomplished by augmenting/improving existing or constructing new conveyance systems to direct stormwater runoff into the wet detention pond.

ESTIMATED POLLUTANT LOAD REDUCTION:

BMP's Installed		TSS kg/year	TP kg/year	TN kg/year	BOD kg/year	Copper kg/year	Lead kg/year	Zinc kg/year
Club II Borrow Pit								
Pollutant Loads	Pre-Project	28,723	68.1	798	3,869	8.33	2.53	71.5
	Post-Project	258	1.3	68	107	0.31	0.08	1.3
	Load Reduction	28,465	66.8	730	3,762	8.02	2.45	70.2
	% Reduction	99	98	91	97	96	97	98

MODEL USED: The estimated pollutant load reductions stated above were taken directly from a project specific report prepared by Environmental Research & Design, Inc. (Harvey H. Harper, Ph.D., P.E.). Land use and wet detention pond stage-storage data was developed by Professional Engineering Consultants, Inc. and provided to ERD for use in their analysis. A copy of this report is enclosed as supporting documentation for this grant application.

OUTPUTS/DELIVERABLES:

Tasks 1 – Construction Plans and Permitting

Final construction plans and specifications will be prepared for the borrow pit conversion and the stormwater infrastructure improvements. These plans and specifications will be developed based on a thorough investigation of existing site conditions and previous stormwater studies, detailed modeling of the stormwater management system and industry standard cost-effective design practices. In addition to all information required to obtain the necessary

construction permits, the plans and specifications for this project will include a comprehensive erosion and sediment control plan.

Task 2 – Construction

Construction of the Club II Borrow Pit Stormwater Management Facility will begin once the construction plans and specifications have been completed, permits have been obtained and contractors have been selected. Seminole County will provide construction administration and inspection services throughout the duration of the project. Digital photos will be taken from the beginning of the project until its completion to document the project.

Task 3 – Effectiveness Evaluation: Monitoring to Determine Treatment Effectiveness

In order to measure the effectiveness of the new Stormwater Management Facility, Seminole County will prepare a stormwater monitoring plan and submit it to DEP for approval. The plan shall be based on the generic sampling plan set forth in Appendix I. A QAPP will also be prepared and submitted to DEP. The final project report will include the results of the stormwater monitoring program and document the load reduction from the project.

Task 4 – Project Administration

Seminole County staff will perform (or retain consultants to perform) all project management, construction administration (including construction contractor selection and construction inspection) and effectiveness evaluation duties. Seminole County will also be responsible for ensuring that all reports are submitted to FDEP including construction progress reports, annual monitoring reports and the final project report.

PROJECT MILESTONES:

Task	Activity	Start	Complete
0	Land Acquisition		Completed
1	Preliminary Design – Const Plans		Completed
1	Const Plans and Permitting	Month 3	Month 6
2	Borrow Pit regrading	July 04	Dec 04
2	Construction	Month 6	Month 12
3	Monitoring plan and QAPP	Month 6	Month 12
3	Post-Implementation Monitoring	Month 12	Month 36
4	Quarterly Progress Reports	Month 1	Month 12
4	Final Project Report	Month 33	Month 36

REFERENCES CITED:

Harper, Harvey H., Ph.D., P.E., January 2004. *Evaluation of the Performance Efficiency of the Proposed Club II Borrow Pit Stormwater Management System – Draft Final Report*. Environmental Research & Design, Inc. 3419 Trentwood Boulevard, Suite 102, Orlando, Florida 32812

Seereeram, Devo, Ph.D., P.E., June 2003. *Liner Recommendations For Club 2 Borrow Pond Fill Berm where it interfaces with Celery Plantation Subdivision on the North; and Groundwater Baseflow Analysis Into Club 2 Borrow / Pond For Various Control Level*. 5500 Alhambra Drive, Orlando, Florida 32808

Kincaid, Stephen L., P.E., et al, July 1992. *Midway Basin Drainage Inventory and Engineering Study*. Lochrane Engineering, Inc., 201 South Bumby Avenue, Orlando, Florida 32803

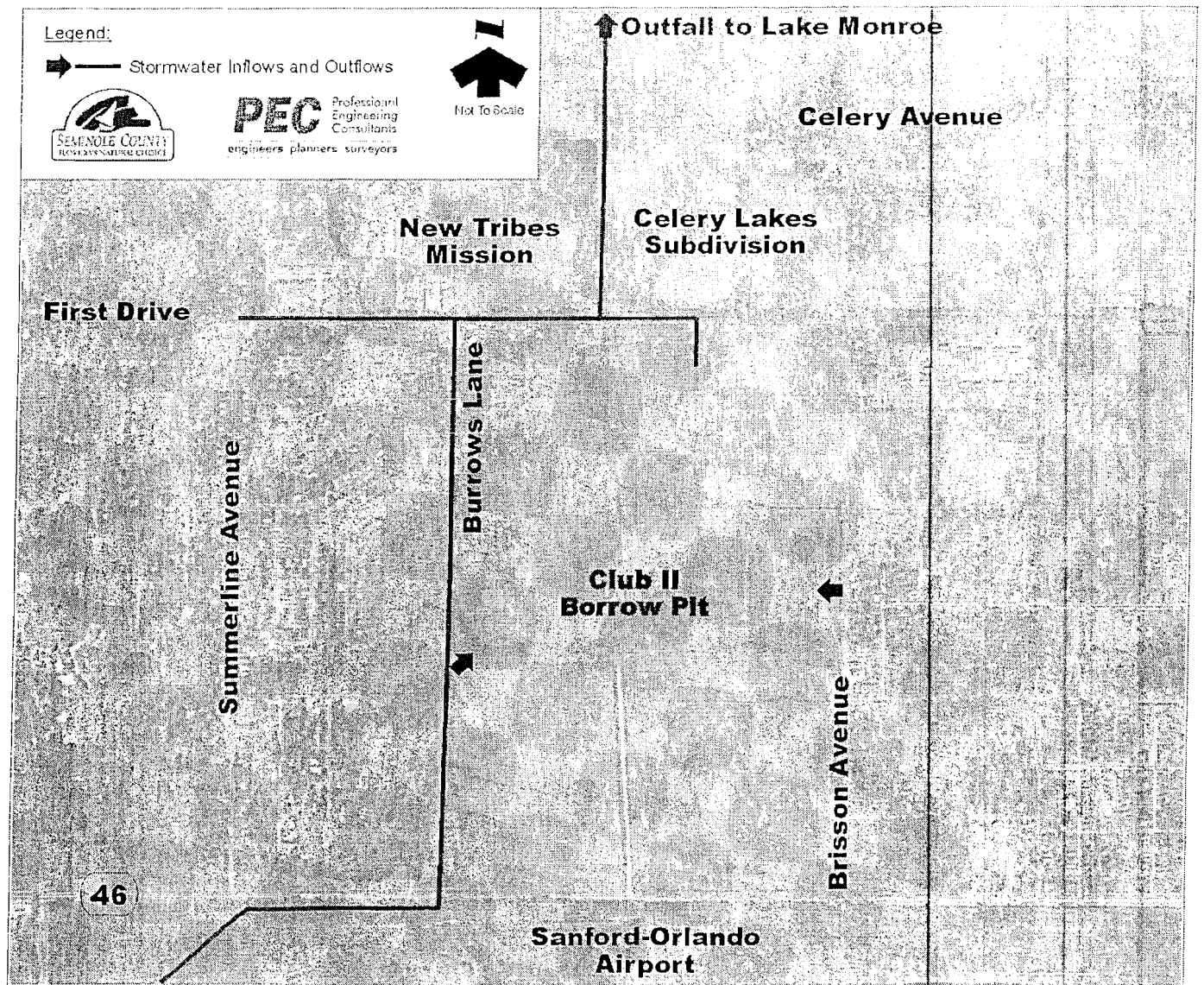
Seminole County Property Appraiser Services
<http://www.scpafl.org/scpaweb/index.jsp>

U.S. Environmental Protection Agency: Surf Your Watershed > Upper St. Johns
http://cfpub.epa.gov/surf/huc.cfm?huc_code=03080101

Florida Department of Environmental Protection
Total Maximum Daily Loads
<http://www.dep.state.fl.us/water/tmdl/index.htm>

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Figure 1: Site Location Map



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PROJECT BUDGET SUMMARY:

Project Funding Activity	Florida Forever	Matching Funds	Other Funds Not Match²	Match Source
Task 0- Land Acquisition			\$1,000,000	Seminole County
Task 1 – Preliminary Design & Construction Plans			\$50,000	SJRWMD
Task 1 – Construction Plans & Permitting	\$75,000			
Task 2 – Borrow pit regrading ¹			\$574,640.60	SJRWMD
Task 2 – Construction	\$326,271			
Task 3 – Effectiveness Evaluation	\$100,000	\$50,000		Seminole County
Task 4 – Project Administration		\$131,000		Seminole County
Total :	\$501,271	\$181,000	\$1,624,640.60	
Total Project Cost :	\$2,306,911.60			

¹Seminole County currently has a dedicated drainage easement over the entire 100 acre borrow pit site

²Other funds contributed to the project by Seminole County and SJRWMD are non-required match.

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FLORIDA FOREVER GRANT EXPENDITURES
Seminole County, Florida

Unit Abbreviations:

AL = Allowance LF = Linear Feet
AC = Acre LS = Lump Sum
CY = Cubic Yards SY = Square Yard
EA = Each TN = Ton

"CONCEPTUAL CONSTRUCTION COST ESTIMATE"

Club II Regional Retention Pond Facility

Item No.	FDOT Specification #	Item Description	Estimated Quantity	Unit	Unit Price	Extended Amount
General Items						
G-1	101-1	Mobilization	1	LS	6%	\$12,921.00
G-2	104	Erosion Control And Pollution Abatement	1	LS	\$18,000.00	\$18,000.00
SUB-TOTAL						\$30,921.00
Construct Improved Outfall System						
A-1	120-1	Interceptor Trench	2,500	CY	\$12.00	\$30,000.00
A-2	110	Clearing And Grubbing (Vegetation, Pipes, Roadway, Etc.)	1	LS	\$25,000.00	\$25,000.00
A-3	550-2	Chainlink Fence	7,000	LF	\$12.00	\$84,000.00
A-4	425	Furnish & Install Pond Control Structures	3	EA	\$5,000.00	\$15,000.00
A-5	400-1-2	36" Headwalls	6	EA	\$1,000.00	\$3,000.00
A-6	425-1-541	"D"- Inlets	3	EA	\$3,000.00	\$9,000.00
A-6	430	Furnish & Install 36-inch RCP Outfall Pipes	450	LF	\$75.00	\$33,750.00
A-7	104-13-1	Silt Fence	200	LF	\$12.00	\$2,400.00
A-8	104-11	Floating Turbidity Barrier	100	LF	\$20.00	\$2,000.00
A-9	575	Sodding (Bahia)	2,200	SY	\$2.50	\$5,500.00
A-10	530-1-4	Rip-Rap (Rubble)	1	TN	\$200.00	\$200.00
A-10	530-76-2	Reno Mattress	556	SY	\$120.00	\$5,500.00
SUB-TOTAL						\$215,350.00
Engineering & Environmental Assessment						
		Engineering & Environmental Assessment		LS		\$80,000.00
		Design & Permitting of Diversion Structures		LS		\$75,000.00
		Water Quality Monitoring		LS		\$100,000.00
SUB-TOTAL						\$ 501,271.00

Notes: 1) This cost estimate is for diversion and outfall control structures. Design, permitting & construction necessary to make the regional facility functional.
2) Also included is the water quality monitoring.

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Seminole County Match Budget
Seminole County, Florida

Unit Abbreviations:

AL = Allowance LF = Linear Feet
AC = Acre LS = Lump Sum
CY = Cubic Yards SY = Square Yard
EA = Each TN = Ton

"CONCEPTUAL CONSTRUCTION COST ESTIMATE"

Club II Regional Retention Pond Facility

Item No.	FDOT Specification #	Item Description	Estimated Quantity	Unit	Unit Price	Extended Amount	Required or Non-Required Match
		Pond Grading					
		Borrow Pit Reclamation & Slope Grading		LS		\$574,640.60	Non-Required
		Preliminary Engineering, Geotechnical, Survey & Water Quality		LS		\$50,000.00	Non-Required
		Project Administration & Inspection		LS		\$131,000.00	Required
		Effectiveness Evaluation		LS		\$50,000.00	Required
		Land Acquisition (\$10,000/ Acre)		LS		\$1,000,000.00	Non-Required
		Cost Shares					
		SJRWMD Grant		LS		\$624,640.60	
		Seminole County		LS		\$1,181,000.00	
TOTAL						\$1,805,640.60	

Notes

Match amount includes non-required contribution from SJRWMD and Seminole County in the amount of \$1,624,640.60.

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APPENDIX 1 MONITORING TO DETERMINE TREATMENT EFFECTIVENESS

If this project is approved for funding, the applicant will be required to monitor the effectiveness of the stormwater BMP. BMP effectiveness data is required by EPA to demonstrate the environmental benefits of a project. The general monitoring requirements are set forth below. Please note that the final scope of work in the contract may include more specifics on particular monitoring requirements.

Within six months before the completion of the project, the applicant will submit a detailed monitoring plan to the department for review and comment. The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled. The monitoring will include sampling of from seven to ten (10) storm events as described below. Monitored events will be discrete rainfall events of generally greater than 0.20 inches and less than 1.5 inches. However, the storm event rainfall may be modified depending on the type of BMP, the contributing drainage area, the amount of impervious area, and the time of concentration.

Monitoring will be conducted at two locations: inflow and outflow.

Monitoring will include the following parameters:

- Daily rainfall (to nearest 0.01 inch) measured at the sampling location with verification from the local weather station. Rainfall data should be provided for at least the week proceeding monitoring and day(s) of monitoring.
- Flow using approved flow activated flow meters
 - Parameters as specified below

Parameter	Detection Limit	Method
Total Cadmium	1 ug/l	Composite*
Total Chromium	5 ug/l	Composite*
Total Copper	5 ug/l	Composite*
Total Zinc	10 ug/l	Composite*
NO ₂ +NO ₃	0.1 mg/l	Composite*
TKN	0.3 mg/l	Composite*
Total Ammonia	0.05 mg/l	Composite*
Or Total N		Composite*
Total Phosphorus	0.05 mg/l	Composite*
Ortho Phosphate	0.05 mg/l	Composite*
TSS	1 mg/l	Composite*
Oil/Grease	1 mg/l	Composite*
Fecal coliform	N/A	Grab** if possible

*Flow weighted composite samples will be taken over the storm hydrograph. Typically, the samples will be composited over the inflow hydrograph at the inflow and for up to a 36 hour period at outflow station. Rainfall that does not result in at least a six hour discharge from the stormwater BMP shall not be considered a completed monitoring event. Each composite will include at least six evenly distributed sub-samples.

**Grab samples to be collected within the drainage area time of concentration at influent and effluent stations described above.

The applicant should estimate the pollutant removal efficiency of the stormwater BMP by calculating the percent reduction in the event mean concentration (EMC) for the period of record [$1 - (\text{Average Inflow EMC} / \text{Average Outflow EMC})$]. For BMPs with multiple inflow (and/or outflow) points, the pollutant contributions for each inflow should be flow weighted. See the National Stormwater Best Management Practice database at <http://www.bmpdatabase.org/> and Development of Performance Measures, Determining Urban Stormwater Best Management Practice Removal Efficiencies, 1999 by URS Greiner Woodward Clyde, ASCE and EPA at http://www.bmpdatabase.org/task3_1.pdf

The efficiency ratio is defined in terms of the average event mean concentration (EMC) of pollutants over some time period:

$$ER = 1 - \frac{\text{Average outlet EMC}}{\text{Average inlet EMC}} = \frac{\text{average inlet EMC} - \text{average outlet EMC}}{\text{average inlet EMC}}$$

EMCs can be either collected as flow weighted composite samples in the field or calculated from discrete measurements. The EMC for an individual event or set of field measurements, where discrete samples have been collected, is defined as:

$$EMC = \sum ViCi / \sum Vi$$

where,

V: volume of flow during period i

C: average concentration associated with period i

n: total number of measurements taken during event

The arithmetic average EMC is defined as,

$$\text{average EMC} = \sum EMCj / m$$

where,

m: number of events measured

In addition, the log mean EMC can be calculated using the logarithmic transformation of each EMC. This transformation allows for normalization of the data for statistical purposes.

$$\text{Mean of the Log EMCs} = \sum \text{Log}(EMCj) / m$$

Estimates of the arithmetic summary statistics of the population (mean, median, standard deviation, and coefficient of variation) should be based on their theoretical relationships with the mean and standard deviation of the transformed data. Computing the mean and standard deviation of log transforms of the sample EMC data and then converting them to an arithmetic estimate often obtains a better estimate of the mean of the population due to the more typical distributional characteristics of water quality data. This value will not match that produced by the simple arithmetic average of the data. Both provide an estimate of the population mean, but the approach utilizing the log-transformed data tends to provide a better estimator, as it has been shown in various investigations that pollutant, contaminant and constituent concentration levels have a log-normal distribution (NURP, 1983). As the sample size increases, the two values converge.

Assumptions

This method

- Weights EMCs from all storms equally regardless of relative magnitude of storm. For example a high concentration/high volume event has equal weight in the average EMC as a low concentration/low volume event. The logarithmic approach tends to minimize the difference between the EMC and mass balance calculations.
- Is most useful when loads are directly proportional to storm volume. For work conducted on nonpoint pollution (i.e., inflows), the EMC has been shown to not vary significantly with storm volume. This lends credence to using the average EMC value for the inflow but does not provide sufficient evidence that outflows are well represented by average EMC. Accuracy of this method will vary based on the BMP type.
- Minimizes the impacts of smaller/cleaner storm events on actual performance calculations. For example, in a storm by storm efficiency approach, a low removal value for such an event is weighted equally to a larger value.
- Allows for the use of data where portions of the inflow or outflow data are missing, based on the assumption that the inclusion of the missing data points would not significantly impact the calculated average EMC.

Comments

This method

- Is taken directly from nonpoint pollution studies and does a good job characterizing inflows to BMPs but fails to take into account some of the complexities of BMP design. For example, some BMPs may not have outflow EMCs that are normally distributed (e.g., a media filter that treats to a relatively constant level that is independent on inflow concentrations).
- Assumes that if all storms at the site had been monitored, the average inlet and outlet EMCs would be similar to those that were monitored.

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ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Seminole County Board
of County Commissioners

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: S0163

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	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Subcontracting:				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Related Costs	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$	\$
Land	N/A	N/A	N/A	N/A
Indirect	\$	\$	\$	\$
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

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 \$300,000 (\$500,000 for fiscal years ending after 12/31/03) 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)(l), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient (\$500,000 for fiscal years ending on or after September 30, 2004), 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 Executive Office of the Governor and the Chief Financial Officer; 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)(d), 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 \$300,000 in State financial assistance in its fiscal year (\$500,000 for fiscal years ending on or after September 30, 2004), 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 \$300,000 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 <http://state.fl.us/fsaa/catalog> or the Governor's Office of Policy and Budget website located at <http://www.myflorida.com/myflorida/government/contacts/opbOffice.html> 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/>, Governor's Website <http://www.myflorida.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), 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 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

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.

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – Line Item 1700	2004-2005	37039	Statewide Surface Water Restoration and Wastewater Projects	\$501,271.00	140076

Total Award					\$501,271.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT D

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. S0163 (For Property With Grantee/Contractor Assigned Property Control Numbers)

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY

DEP CONTRACT MANAGER: MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: _____

Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

ATTACHMENT E
QUALITY ASSURANCE REQUIREMENTS FOR DEP CONTRACTS

(last revised 5/20/03)

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 the document "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 a laboratory certified by the Department of Health Environmental Laboratory Certification Program (DoH ELCP) for the test methods and analytes 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, and shall be fully certified within six months. 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. Prior to providing analytical services, the laboratory must provide information for all test measurements that at least one set of performance test samples that meet the DoH ELCP certification requirements have been passed successfully within the last 6 months.
 - D. Laboratories shall maintain certification for all test methods during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately contracted to a laboratory with current DoH ELCP certification. The laboratory shall notify the project manager in writing of any changes before such changes are made.
 - E. A copy of the DoH Certificate and the list of test methods for each laboratory shall be provided to the project manager with submission of the QAPP or upon receiving DoH certification (see 2.B above).
 - F. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) whether DoH ELCP certification is required or not, shall be submitted for review and approval in accordance with DEP-QA-001/01 "New and Alternative Analytical Laboratory Methods", January 1, 2002. The method must be approved by the Department before use.
 - G. The Contractor shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP-QA-002/02. In addition:
 1. The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked sample is spiked at an incorrect level, then the entire batch of samples must be re-prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.
 2. No analyses may be performed using expired reagents, calibration solutions or check solutions.
 3. The concentration of each calibration standard used to generate a nonlinear calibration curve must be calculated based on the curve. All calculated calibration concentrations must be within 85% - 115% of the known concentration for that standard.
 4. If a relative response factor is used to determine the sample concentration, the continuing calibration checks must meet the method stated acceptance criteria.
 5. Analytical sensitivity must be evaluated using a check standard prepared at the practical quantitation limit for each analytical run as described above for PQLs.
 6. The absolute value of the raw instrument value must be less than the MDL for all blanks.
 7. If method control limits for any measurements are exceeded (including control limits for sample matrix spikes), then the analysis must be repeated if possible. All sample data that is associated with a failed quality control measure 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 provided for in Chapter 62-160, F.A.C., must be identified and defined in the report.

8. The reported MDL and PQL for each sample must be adjusted for dilution factors, and any relevant preparation weights and volumes.
9. If a field blank, equipment blank or trip blank result is greater than the MDL, the result must be confirmed by reanalyzing a new aliquot of the sample. The laboratory must investigate sufficiently to determine that positive blank results are not due to a laboratory error, and report results with appropriate qualifiers and/or comments.

3. FIELD ACTIVITIES

- A. All sample collection and field activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated January 1, 2002).
- B. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.

4. REPORTING, DOCUMENTATION AND RECORDS RETENTION

- A. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after the project completion.
- B. In addition to the NELAC-compliant laboratory report, the Contractor shall require that the laboratory provide additional information to satisfy the "Tier 1" validation requirements as outlined in DEP-QA-002/02.
- C. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.
- D. The Contractor shall adhere to the documentation and records requirements for project data contained in DEP-QA-002/02.
- E. 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.

5. AUDITS

- A. AUDITS BY THE DEPARTMENT – Pursuant to 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, must provide the Department with the requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department determines that the data are not usable for the proposed purpose, the Department reserves the right to terminate the contract and require the Contractor to reimburse the Department for all payments made for work done on the collection or analysis of data.
- B. PLANNING REVIEW AUDITS –
 1. Initial: Within one month after the second sampling and analysis event has been completed (including all analyses), the Contractor and all associated subcontractors shall review the planning document (see 6 below) relative to the 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 design or schedule. A summary of the review, including any corrective action plans or amendments to the planning document shall be sent to the Department Contract Manager within one month of the review, and a copy shall be maintained with the permanent project records.
 2. Ongoing: Planning reviews as described in 1 above shall occur annually.
- C. QUALITY SYSTEMS AUDITS – The Contractor and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed, and documented in the organization's 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 Project Data Quality Objectives and Data Quality Indicators.

6. PLANNING DOCUMENTS

- A. A Quality Assurance Project Plan (QAPP) shall be submitted to the Department Project Manager for review and approval. The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001. Failure to submit the required QAPP within six months of the initiation of sampling activities shall result in suspension of the Contract until the document has been submitted to DEP.
- B. The Contractor and affected subcontractors have three (3) opportunities to submit their QA Plan documents to the Department for approval. If any Plan fails the approval process three (3) times, the Department may terminate the Contract in its entirety. Failure to provide acceptable QA Plans as required will result in suspension or termination of this Contract.
- C. The Department Contract Number shall appear on the title page of the submitted QAPP. Within forty-five (45) days of receipt of properly identified documents by the DEP, the Department shall review and either approve the QAPP, or provide comments to the Contractor and affected subcontractors as to why the Plan is not approved. If further revisions are needed, the Contractor shall then have fifteen (15) days from the receipt of such comments to respond. The Department shall respond to all revisions within 30 days of receipt.
- D. If QA Plan review is delayed, through no fault of the Contractor, beyond sixty (60) days after the Plan is received by the Department, the Contractor shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period that review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- E. Sampling and analysis may not begin until the QAPP has been approved.
- F. Once approved, the Contractor shall follow the protocols specified in the approved QAPP including, but not limited to:
 - 1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - 2. Using only the protocols approved in the QAPP; and
 - 3. Using only the equipment approved in the QAPP.
- G. If any significant changes such as changes in procedures or test methods, changes in organizations, or changes in key personnel occur, the Contractor shall submit appropriate amendments to the Department Project Manager for review and inclusion into the QAPP. Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the Department Project Manager to suspend or terminate the Contract.

7. DELIVERABLES

- A. The following outlines the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this contract:
 - 1. Copy of DoH ELCP certificate including the list of test methods and analytes shall be submitted with the draft QAPP.
 - 2. Copies of performance test results (see 2C of laboratory) shall be submitted with the draft QAPP.
 - 3. Non-standard laboratory or field procedures – Prior written approval is required and will be provided upon submission of the complete packet of information for review.
 - 4. Planning review audits – As specified in 5.B.
 - 5. Statement of Usability – As specified in 5.D.
 - 6. Planning Document – see 6.

Note: All documents referenced in the Attachment are available at the following website:

<http://www.dep.state.fl.us>