

# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY


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## MEMORANDUM

TO: Jack Andrews, City Engineer

FROM: Karen Emerson, Esq., Assistant City Attorney

THROUGH: Robert V. Schwerer, Esq., City Attorney 

SUBJECT: **FDEP GRANT AGREEMENT**  
**AGREEMENT NO.: GO417**  
**STORMWATER - VETERANS MEMORIAL PARK**

DATE: July 6, 2015

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Attached are both originals of the FDEP Grant Agreement No.: G0417 for stormwater improvements to Veterans Memorial Park, approved as to form.



Karen Emerson, Esq.  
Assistant City Attorney

attachments

cc: Linda Cox, City Clerk [w/out attachments]

**DEP AGREEMENT NO. G0417**

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

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 (hereinafter referred to as the "Department") and the CITY OF FORT PIERCE, whose address is 100 North U.S. 1, P.O. Box 1480, Fort Pierce, Florida, (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Fort Pierce Phase 2 Veterans' Memorial Park Stormwater Improvements.

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

WHEREAS, as the result of this Agreement the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Florida Department of Environmental Protection was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451514-0; and,

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

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

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of thirty-eight (38) of months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$345,500 towards the total estimated project cost of \$579,400. The parties hereto understand and agree that this Agreement requires at least a 40% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$233,900 through cash or third party in-kind, towards the work funded under this Agreement. All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable. It is understood that any additional funds necessary for the completion of this project is the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under Task 6 in Attachment A.  
  
B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories of up to 10% of the total deliverable budget amount. Changes less than 10% of the total approved deliverable budget will require a formal change order

to the Agreement. Changes greater than 10% of the total approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A**. Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form**, in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form**. Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment request shall not be processed until the match requirement has been met.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
- i. Salaries/Wages –The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Grantee’s employees
  - ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
    - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor’s invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
    - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department’s Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

- c. All subcontracts are subject to the provisions of paragraph \_\_ and any other appropriate provisions of this Agreement which affect subcontracting activities.
  
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. 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. When requested, this information must be provided within thirty (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). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
  
- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- G. 1. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

2. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
3. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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

EPA Grant Number	CFDA	Program Title	Funding Amount
C9-99451514-0	66.460	Nonpoint Source Implementation Grants	\$345,500
<b>Total Funding:</b>			\$345,500

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.

The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. A. Progress Reports shall be submitted to the Department’s Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and

proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

- B. A draft comprehensive final report (hard copy and electronic) must be submitted no later than sixty (60) days prior to the completion date of the Agreement. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. Five (5) hard copies, plus one electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted no later than the completion date of the Agreement. The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

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

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

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

- C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.
- D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.
  - i. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

- ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA

Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

- iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
  - iv. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.
  - v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.
  - vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).
  - vii. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.
  - viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.
- E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
- F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
  - C. 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)(a), Florida Statutes.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
  - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - C. Wholly or partly suspend or terminate this Agreement.
  - D. Withhold further awards for the project or program.
  - E. Take other remedies that may be legally available.
  - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
    - i. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    - ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
  - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.
11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. 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 F, 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.

13. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[40 CFR 34]**
- B. 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.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made

pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, 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.
16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
17. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Taufiqul Aziz	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
3900 Commonwealth Boulevard, MS#3570	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2950
E-mail Address:	<a href="mailto:Taufiqul.aziz@dep.state.fl.us">Taufiqul.aziz@dep.state.fl.us</a>

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

Tracy Telle	
City of Fort Pierce	
Engineering Department	
100 North U.S. 1, P.O. Box 1480	
Fort Pierce, Florida 34954	
Telephone No.:	(772) 467-3776
Fax No.:	(772) 460-6847
E-mail Address:	<a href="mailto:ttelle@city-ftpierce.com">ttelle@city-ftpierce.com</a>

19. 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 its 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 its 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.
20.
  - A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.
  - B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services

and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
21. 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.
  22. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
  23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. 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.
  24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Safety Act of 1990.
  25. 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 part hereof as **Attachment I, Quality Assurance Requirements**.
  26.
    - 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 posts 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.
  27. In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 180 and 1532**), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

28. The US Environmental Protection Agency and Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
  - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
30. Land acquisition is not authorized under the terms of this Agreement.
31. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
32. 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.

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

CITY OF FORT PIERCE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: Linda Hudson, Mayor

By: \_\_\_\_\_  
Secretary or designee

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

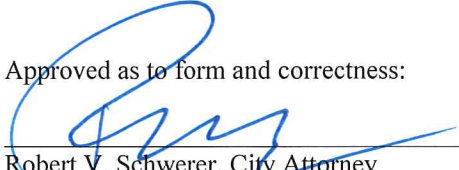
Date: \_\_\_\_\_

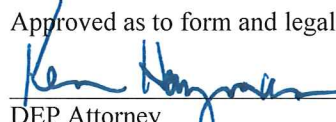
Attest: \_\_\_\_\_  
Linda Cox, City Clerk

  
Taufiqul Aziz, DEP Grant Manager

Approved as to form and correctness:

  
DEP Contracts Administrator

  
Robert V. Schwerer, City Attorney

Approved as to form and legality:  
  
DEP Attorney

FEID No.: 59-6000322

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (12 Pages)
Attachment	B	Payment Request Summary Form and Instructions (2 Page)
Attachment	C	MBE/WBE Procurement Reporting Form and Instructions (3 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Progress Report Form (1 Page)
Attachment	F	Special Audit Requirements (5 Pages)
Attachment	G	Disclosure of Lobbying Activities (2 Pages)
Attachment	H	Quality Assurance Requirements (5 Pages)
Attachment	I	Contract Provisions (3 Pages)
Attachment	J	Regulations (1 Page)

## ATTACHMENT A GRANT WORK PLAN

**PROJECT NAME:** Fort Pierce Veterans Memorial Park Stormwater Improvements

**PROJECT FUNDING REQUEST:** \$345,500      **MATCH:** \$233,900

**LEAD ORGANIZATION:** City of Fort Pierce Engineering Department

**FINANCIAL COOPERATING PARTNERS:** City of Fort Pierce Stormwater Management Utility

**OTHER COOPERATING PARTNERS:** St. Johns River Water Management District/Indian River Lagoon Program, Fort Pierce Veterans Association, St. Lucie County Engineering Department, City of Fort Pierce Engineering Department, FDEP TMDL Grant, South Florida Water Management District Saint Lucie River Issues Team

**PROJECT LOCATION AND WATERSHED CHARACTERISTICS:**

**Geographic Location:** City of Fort Pierce, St. Lucie County  
**Impacted Watershed Name:** Moore's Creek North Drainage Basin  
**Size of Project Impact:** 8 acre park = project site  
**Size of Area Being Treated:** 36.1-acre watershed  
**Latitude:** 27.7553  
**Longitude:** 80.3206  
**Hydrologic Unit Code:** 03080202-009  
**WBID:** 5003A  
**Impaired waterbody affected:** Indian River Lagoon  
**Impairment:** Nutrients, nitrogen, phosphorus, total suspended solids, copper  
**TMDL Status:** Indian River Lagoon, approved TMDL  
**BMAP Status:** The project lies within the Central Indian River Lagoon BMAP

**Land Uses within the area being treated:**

Land Use	Acres	%
Residential Low Density (1100)	3.3	7.5
Residential Medium Density (1200)	6.4	14.5
Residential High Density (1300)	0	0
Commercial and Services (1400)	26.4	59.9
Industrial (1500)	0	0
Extractive (1600)	0	0
Institutional (1700)	0	0
Recreational (1800)	8	18.1
Open Land (1900)	0	0
Agriculture (2000)	0	0
Upland Non-Forested (3000)	0	0
Upland Forests (4000)	0	0
Water (5000)	0	0
Wetlands (6000)	0	0
Barren Land (7000)	0	0
Transportation, Communication, and Utilities (8000)	0	0
<b>Land Use Totals (Acreage and %)</b>	<b>44.1</b>	<b>100</b>

**LAND OWNERSHIP STATUS:**

√ Land necessary for the construction of treatment infrastructure has been acquired. Title is held by City of Fort Pierce, Veterans Memorial Park is a city-owned and maintained park.

**WATERSHED MANAGEMENT PLAN:** This project supports actions noted in the Indian River Lagoon Comprehensive Conservation & Management Plan, and is listed in the City of Fort Pierce Stormwater Master Plan 2010.

**PROJECT DESCRIPTION:** Veterans Memorial Park is located in Fort Pierce, north of the downtown area adjacent to the Indian River Lagoon and Intracoastal Waterway; refer to the Conceptual Site Plan identified as Exhibit 3. The proposed improvements have been broken into two phases with Phase 1 being work approved under a TMDL Grant (DEP Agreement No. S0696) and Phase 2 being the improvements covered under this 319 Grant Agreement. Both phases will be constructed under the same City contract and will include treatment of the stormwater run-off from the 8.0 acre Veteran Park as well as treatment of the stormwater discharge from the 36.1 acre drainage basin currently discharging into the Indian River Lagoon; refer to Exhibit 2.

The total 44.1-acre drainage basin currently has no water quality treatment prior to discharging into the Indian River Lagoon. The project's overall (Phase 1 and Phase 2) stormwater system improvements include the installation of pervious paver systems for both sidewalks and parking areas (Phase 1 and Phase 2) along with two groups of Floclogs (Phase 2), 4 bio-swales complete with applicable stabilization (Phase 2), and a deep cell 0.5-acre settlement pond (Phase 1); refer to Exhibit 4.

The project will include water quality monitoring and public education. The public education consists of an educational kiosk at the park and informational pamphlets located inside the Veterans Memorial Park community center building. The Grantee will provide a large display board of the project near the entrances of the City Commission Chambers and the Engineering Department entrance for public viewing prior to entering either location. The project will be featured in the City of Fort Pierce monthly newsletters and as interest story in the local newspaper. Finally, an exhibit of the Grantee's stormwater project will be displayed at Friday Fest, a monthly local festival held adjacent to the Indian River Lagoon, which will aid in educating the public about the stormwater project. Phase 2 construction is estimated to reduce TSS by 4,327.65 lb/yr or 98.0%, TN by 99.79 lb/yr or 65.0% and TP by 21.52 lb/yr or 89.8%. The Phase 1 & 2 treatment train projects together are estimated to reduce TSS by 5,204.99 lb/yr or 98.2%, TN by 116.29 lb/yr or 67.8% and TP by 26.71 lb/yr or 90.1%. This 319 program request is \$345,500 or 59.5% of the costs to be used for a \$579,400 project. Funds will be utilized for construction in 2015 and 2016.

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**ESTIMATED POLLUTANT LOAD REDUCTION MODEL USED:**

In the below estimated pollutant load reduction, the applicant used the following model: Spreadsheet Tool for Estimating Pollutant Load (STEPL, 2007)

<b>BMPs Installed</b>		<b>TSS lbs/yr</b>	<b>TP lbs/yr</b>	<b>TN lbs/yr</b>	<b>Sediment lbs/yr</b>	<b>BOD lbs/yr</b>	<b>Other lbs/yr</b>	<b>Other lbs/yr</b>
<b>Polyacrylamide (PAM)</b>							<b>LEAD</b>	<b>ZINC</b>
<b>Pollutant Loads</b>	Pre-Project	4,415.88	23.96	153.45		687.64	0.24	9.70
	Post-Project	1,280.61	13.42	153.45		687.64	0.24	9.70
	Load Reduction	3,135.28	10.54	00.00		0.00	0.00	0.00
	% Reduction	71.0%	44.0%	0.0%		0.0%	0.0%	0.0%
<b>Bio-Swales</b>		<b>TSS lbs/yr</b>	<b>TP lbs/yr</b>	<b>TN lbs/yr</b>	<b>Sediment lbs/yr</b>	<b>BOD lbs/yr</b>	<b>Other lbs/yr</b>	<b>Other lbs/yr</b>
							<b>LEAD</b>	<b>ZINC</b>
<b>Pollutant Loads</b>	Pre-Project	1,280.61	13.42	153.45		687.64	0.24	9.70
	Post-Project	179.28	4.23	69.05		192.54	0.14	7.76
	Load Reduction	1,101.32	9.19	84.40		495.10	0.10	1.94
	% Reduction	86.0%	68.5%	55.0%		72.0%	41.7%	20.0%
<b>Pervious Paver System</b>		<b>TSS lbs/yr</b>	<b>TP lbs/yr</b>	<b>TN lbs/yr</b>	<b>Sediment lbs/yr</b>	<b>BOD lbs/yr</b>	<b>Other lbs/yr</b>	<b>Other lbs/yr</b>
							<b>LEAD</b>	<b>ZINC</b>
<b>Pollutant Loads</b>	Pre-Project	179.28	4.23	69.05		192.54	0.14	7.76
	Post-Project	88.23	2.44	53.66		192.54	0.00	4.88
	Load Reduction	91.05	1.79	15.39		0.00	0.14	2.88
	% Reduction	50.8%	42.3%	22.3%		0.0%	100.0%	37.1%
<b>TOTAL</b>		<b>TSS lbs/yr</b>	<b>TP lbs/yr</b>	<b>TN lbs/yr</b>	<b>Sediment lbs/yr</b>	<b>BOD lbs/yr</b>	<b>Other lbs/yr</b>	<b>Other lbs/yr</b>
							<b>LEAD</b>	<b>ZINC</b>
<b>Pollutant Loads</b>	Pre-Project	4,415.88	23.96	153.45		687.64	0.24	9.70
	Post-Project	88.23	2.44	53.66		192.54	0.00	4.88
	Load Reduction	4,327.65	21.52	99.79		495.10	0.24	4.82
	% Reduction	98.0%	89.8%	65.0%		72.0%	100.0%	49.7%

Calculations based on methodology from the March 2010 Draft, Florida Department of Environmental Protection (FDEP) Environmental Resource Permit “STORMWATER QUALITY APPLICANT’S HANDBOOK”.

**EMCS USED IN MODEL** Event Mean Concentrations (EMCs) were used in the model to estimate pre-project pollutant loads. Stormwater loading rates were calculated using the Spreadsheet Tool for Estimating Pollutant Load (STEPL, 2007). The pollutant removal rates are based on the combinations of the selected BMPs.

**ESTIMATED RESIDENCE TIME OF ANY PONDS, SWALES, ETC.:** Estimated residence time is estimated at 180 days.

## **TASKS and DELIVERABLES:**

### **TASK NUMBER: 1**

**TASK NAME:** Engineering Design and Permits

**TASK DESCRIPTION:** The completed design plans will include all BMPs in Phase 1 and Phase 2. Phase 2 stormwater system improvements will include the construction of four (4) bio-swales to aid in the treatment of both onsite and offsite stormwater. In addition, Floc-logs will be installed to provide treatment of the offsite flows entering the project, and the area around the bio-swales will have pervious sidewalks and driveways for the first part of the treatment train. The pervious pavers will absorb driveway and parking lot stormwater run-off prior to discharging into the bio-swales. All these items together will provide a treatment train of pervious pavement to bio-swales for onsite treatment of stormwater run-off from the parking areas; refer to Exhibits 3 and 4.

**DELIVERABLE:** A complete set of permitted engineering drawings, construction specifications and all required permits.

**PERFORMANCE STANDARD:** The Department's Grant Manager will review the design, construction drawings, and the permits for their completeness and to ensure compliance with Federal and State laws specific to this Agreement.

### **TASK NUMBER: 2**

**TASK NAME:** Prepare bid package in accordance with Federal Procurement Procedures

**TASK DESCRIPTION:** Prepare, solicit bids, receive, evaluate and award construction bid for the construction of the project as designed and permitted in Task 1. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with State and Federal laws and with this Agreement.

**DELIVERABLE:** Copies of bid documents, bid results, and the executed construction contract complete with a Notice to Proceed as given to the responsible, most qualified and/or low bidder.

**PERFORMANCE STANDARD:** The Department's Grant Manager will review the bid package to ensure compliance with Federal and State laws specific to this Agreement.

### **TASK NUMBER: 3A**

**TASK NAME:** Construction of the bio-swales.

**TASK DESCRIPTION:** To construct the bio-swales, associated activities will include mobilization, contract clearing and grubbing, installation of erosion and sediment control measures, maintenance of traffic providing a temporary barrier between the worksite and pedestrian and vehicular operations, and four (4) bio-swales (including plantings, irrigation, boulders, cap rocks, and swale bedding) which will provide treatment prior to discharging into a deep cell wet pond (constructed under the TMDL Agreement).

**DELIVERABLE:** Construction progress photos, inspection reports, and engineer's certification letter of Task 3A completion.

**PERFORMANCE STANDARD:** The Department's Grant Manager will review the photographs, reports, and engineer's certification letter to verify that construction has been completed in accordance with the approved plans.

### **TASK NUMBER: 3B**

**TASK NAME:** Construction of the Floc log system.

**TASK DESCRIPTION:** This task includes the construction of two (2) Floc log systems to aid in the treatment of the off-site stormwater discharge that will flow through the proposed system, and construction of 10,000 SF of pervious sidewalk and pervious driveways which will provide the initial treatment of run-off generated from the parking areas. Please note that the proposed pervious sidewalk/driveways are in addition to the 10,400 SF of pervious sidewalk and parking being constructed under Contract S0696.

**DELIVERABLE:** Certified As-Built Drawings of the activities under both Task 3A and 3B, project construction progress photos, and Engineer's Certificate of Construction Completion.

**PERFORMANCE STANDARD:** The Department's Grant Manager will review the photographs and as-built drawings to verify that construction has been completed in accordance with the approved plans.

### **TASK NUMBER: 4A**

**TASK NAME:** Quality Assurance Project Plan (QAPP)

**TASK DESCRIPTION:** Complete and submit a QAPP to the Department for approval for monitoring prior to commencement of the project's monitoring phase. The QAPP will meet the quality assurance requirements detailed in Attachment H of this Agreement.

**DELIVERABLE:** Draft QAPP, Final QAPP

**PERFORMANCE STANDARD:** The Department’s Grant Manager will review the draft QAPP and provide comments to the Grantee. The Department’s Grant Manager will review any revisions to ensure comments have been taken into consideration and subsequently approve the final QAPP.

**TASK NUMBER:** 4B

**TASK NAME:** Monitoring

**TASK DESCRIPTION:** The monitoring plan will specify the sampling locations, sampling instruments, and parameters to be sampled, refer to Attachment 1. The parameters shall include, but are not limited to: TN (lbs/yr), TP (lbs/yr), TSS (lbs/yr), NO2/NO3, TKN, NH3, Orthophosphate, oil/grease, Fecal coliform, rainfall and flow. Monitored events shall include 7 – 10 discrete rain events, generally greater than 0.20 inches and less than 1.5 inches. Monitoring is to be performed at inflow and outflow locations of the treatment BMP train installed and in accordance with the approved QAPP. Sampling locations shall be recorded and verified using a GPS device.

**DELIVERABLE:** Monitoring results

**PERFORMANCE STANDARD:** The Department’s Grant Manager will review the Monitoring results for compliance with the Department’s standard operating procedures for project monitoring.

**TASK NUMBER:** 5

**TASK NAME:** Implement planned educational component

**TASK DESCRIPTION:** An on-site kiosk with display of the stormwater project, attendance to at least one City festival to show project progress and educate the public, display at the entrance to the City Commission Chambers and engineering department. Articles on the City’s website, city newsletter and in local newspapers

**DELIVERABLE:** Photos of the educational kiosk, photos of the festival, photos of the display at City Commission Chambers and engineering department entrances, copies of the articles from the website and newspaper, and copies of any applicable commission meeting agendas and presentations.

**PERFORMANCE STANDARD:** The Department’s Grant Manager will review the photographs of the kiosk, meeting notes and copies of articles to ensure they meet the objectives of the task description.

**TASK NUMBER:** 6

**TASK NAME:** Grant Admin and Final Report

**TASK DESCRIPTION:** Complete and submit to the Department a Final Report. This Final Report is intended to capture the outcome and results of the selected project, including all tasks included in this project. This shall include, where applicable, why a BMP did not obtain or exceeded the expected removal efficiency; any problems encountered and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; and more. The Final Report template, available from the Department’s Grant Manager, should be followed as much as possible. Quarterly information regarding the status of the project conveyed to the public. Slides will be taken throughout the design and construction.

**DELIVERABLE:** Draft final report; approved final report

**PERFORMANCE STANDARD:** The Department’s Grant Manager will review the Draft Final Report and provide comments to the Grantee. The Department’s Grant Manager will review the Final Report for completeness and to ensure all comments were addressed.

**TIMELINE:** Tasks must be completed and all deliverables received by the end of each task timeline.

Task No.	Task Title <i>(should match identically above)</i>	Start	Complete
1	Architecture Engineering/Design	Month 1	Month 6
2	Bidding	Month 6	Month 9
3A	BMP Construction	Month 9	Month 21
3B	BMP Construction	Month 9	Month 21
4A	QAPP	Month 20	Month 24
4B	Water Quality Monitoring	Month 20	Month 32
5	Education	Month 10	Month 22
6	Grant Admin/Final Report	Month 29	Month 34

**PROJECT BUDGET BY CATEGORY and TASK:**

Task No.	Category	Grant Funding	Match Funding
1	Contractual	\$0	\$66,900
	<b>TOTAL FOR TASK</b>	\$0	\$66,900
Task No.	Category	Grant Funding	Match Funding
2	Contractual	\$0	\$5,000
	<b>TOTAL FOR TASK</b>	\$0	\$5,000
Task No.	Category	Grant Funding	Match Funding
3A	Contractual	\$150,000	\$47,000
	<b>TOTAL FOR TASK</b>	\$150,000	\$47,000
Task No.	Category	Grant Funding	Match Funding
3B	Contractual	\$115,500	\$45,000
	<b>TOTAL FOR TASK</b>	\$115,500	\$45,000
Task No.	Category	Grant Funding	Match Funding
4A	Contractual	\$0	\$20,000
	<b>TOTAL FOR TASK</b>	\$0	\$20,000
Task No.	Category	Grant Funding	Match Funding
4B	Contractual	\$80,000	\$0
	<b>TOTAL FOR TASK</b>	\$80,000	\$0
Task No.	Category	Grant Funding	Match Funding
5	Contractual	\$0	\$25,000
	<b>TOTAL FOR TASK</b>	\$0	\$25,000
Task No.	Category	Grant Funding	Match Funding
6	Contractual	\$0	\$25,000
	<b>TOTAL FOR TASK</b>	\$0	\$25,000
<b>Total:</b>		\$345,500	\$233,900
<b>Total Project Cost:</b>		\$579,400	
<b>Percentage Match:</b>		59.6%	40.4%

**PROJECT BUDGET BY CATEGORY TOTALS:**

Category Totals	319 Funding	Match Funding
Salaries Total	\$0	\$0
Fringe Benefits Total	\$0	\$0
Travel Total	\$0	\$0
Contractual Total	\$345,500	\$233,900
Equipment Purchases Total	\$0	\$0
Supplies/Other Expenses Total	\$0	\$0
Land Total	\$0	\$0
Indirect Total	\$0	\$0
<b>Total:</b>	\$345,500	\$233,900
<b>Total Project Cost:</b>	\$579,400	
<b>Percentage Match:</b>	59.6%	40.4%

**REFERENCES CITED:**

March 2010 Draft, Florida Department of Environmental Protection (FDEP) Environmental Resource Permit "STORMWATER QUALITY APPLICANT'S HANDBOOK".

**Fort Pierce Veteran's Park Stormwater Improvements**

**EXHIBITS**

- Exhibit 1 - SW Sampling Protocol Plan for Veteran's Park
- Exhibit 2 - Treatment Area Map for Veteran's Park
- Exhibit 3 - Conceptual Site Plan for Veteran's Park
- Exhibit 4 - Detailed Site Plan for Veteran's Park

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## Exhibit 1, SW Sampling Protocol Plan for Veteran's Park in Fort Pierce

### MONITORING PLAN

#### MONITORING TO DETERMINE TREATMENT EFFECTIVENESS

For approved stormwater projects, the applicant will be required to monitor the effectiveness of the BMP. BMP effectiveness data is required by EPA to demonstrate the environmental benefits of a project. The general monitoring requirements are set forth below

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 of BMPs installed. 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 preceding monitoring and for day(s) of monitoring.
- Flow using approved flow activated flow meters.
- Parameters as specified below:

Parameter	Detection Limit	Method
NO2+NO3	0.1 mg/l	Composite*
TKN	0.3 mg/l	Composite*
Total Ammonia Total N	0.05 mg/l	Composite* 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 an 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 a 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](http://www.bmpdatabase.org/task3_1.pdf)

In addition, nutrients removed by vegetated mats shall be monitored and quantified. The total mass of vegetation removed will be weighed. Representative samples of vegetation will be analyzed by a laboratory for the above listed parameters using mass concentrations. Total masses of nutrients removed by the vegetation will be calculated and compared to EMC measurements and removals.

**Water quality effectiveness of the constructed BMPs should be summarized in the final report in terms of annual load reduction for each pollutant reported (i.e. kg/yr).**

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**Exhibit 2, Drainage Basin/Treatment Area Map**  
(Includes drainage sub-basins)



Exhibit 3, Conceptual Site Plan for Veteran's Park





**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_  
**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** G0417  
**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Task/Deliverable Amount Requested:** \$ \_\_\_\_\_

**Task/Deliverable No.:** \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Fringe Benefits	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Travel (if authorized)	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Subcontracting:				
Contractual	\$	\$	\$ N/A	\$ N/A
Equipment Purchases	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Supplies/Other Expenses	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Land	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Indirect	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING IN TASK</b>	\$		\$	

**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  
PAYMENT REQUEST SUMMARY FORM**

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

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

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

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

**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET 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 performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with 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 Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). 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 performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET 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 "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. 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.

**NOTES:**

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.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.



## Instructions:

### A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138, 12432, P.L. 102-389 and EPA Regulations Part 30 and 31. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

### B. Definitions:

*Procurement* is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *contract* is a written agreement between Grantee and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A *woman business enterprise* (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

The following affirmative steps for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.

5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBES.

6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

A separate report must be submitted for each funding source under this Agreement.

For each MBE/WBE procurement made under this Agreement during the reporting period, provide the following information:

1. Enter the Grantee agency name.
2. The EPA Financial Assistance Agreement Number is located in this Agreement.
3. The Reporting (Performance) Period should be the same Performance Period shown on the Payment Request Summary Form that is being submitted with this Report.
4. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The Grantee may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
5. Dollar value of procurement.
6. Date of award, shown as month, day, and year. Date of award is defined as the last date of execution, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of execution. **(Where direct purchasing is the procurement method, the date of execution is the date the purchase was made)**
7. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
8. Name, address, and telephone number of MBE/WBE firm.

\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30 and 31); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

## ATTACHMENT D

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

ATTACHMENT E

PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	G0417		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0417 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT F

### 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 I to this Attachment 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 Attachment 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> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <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(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 one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- 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 one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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 one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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 one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

#### **PART V: RECORD RETENTION**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants	140076

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>			
Federal Program Number	Federal Agency	CFDA	CFDA Title

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>				
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description

<b>Total Award</b>				<b>\$345,500</b>
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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.

**ATTACHMENT G**

Approved by OMB  
0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p><b>3. Report Type:</b></p> <input type="checkbox"/> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> <p>Congressional District, <i>if known:</i></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, <i>if known:</i></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p><b>8. Federal Action Number, <i>if known:</i></b></p>	<p><b>9. Award Amount, <i>if known:</i></b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i></p>		<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>
<p><i>(attach Continuation Sheet(s) SF-LLA, if necessary)</i></p>		
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)</p>

Form DEP 55-221 (01/01)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**ATTACHMENT H**  
**QUALITY ASSURANCE REQUIREMENTS**

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

- k. The GRANTEE shall ensure that the all laboratory quality control measures for standard methods are consistent with Chapter 5 of the NELAC standards.
  - l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
  - m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.
3. **FIELD ACTIVITIES**
- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.
  - b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with applicable Department "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this Agreement shall be cited in the planning document (see Section 6). SOPs for field sample collection or testing not included in the Department's SOPs shall be included or cited in the planning document.
  - c. Any non-standard field procedure shall be submitted for review and approval to the DEP Grant Manager. All non-standard procedures and methods must be approved by the DEP Grant Manager before use under this Agreement and must be cited or described in the planning document.
  - d. Per the quality control measures outlined in DEP SOP [FQ 1000](#), the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design for applicable test methods:
    - (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
      - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP [FA 1000](#)) is collected;
      - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
      - (3) The last time samples are collected for the sample collection matrix.
    - (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in part FQ 1210 of DEP SOP FQ 1000 shall be collected according to the requirements of part FQ 1230.
      - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
      - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in any affected sample is reported as estimated ("G" data qualifier code, with a narrative explanation), unless the analyte concentration in the blank is  $\leq 10\%$  of the reported concentration in the associated sample.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
- a. The GRANTEE shall ensure that all laboratory and field records applicable to the Agreement, as outlined in Rules [62-160.240](#) and [.340](#), F.A.C. are retained for a minimum of five years after the generation or completion of records.
  - b. All field and laboratory records that are associated with work performed under this Agreement shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
  - c. The GRANTEE shall ensure that all laboratory reports for standard methods are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP Grant Manager and shall include the following information:
    - ▶ Laboratory sample identification (ID) and associated Field ID
    - ▶ Analytical/test method
    - ▶ Parameter/analyte name
    - ▶ Analytical result (including dilution factor)
    - ▶ Result unit
    - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
    - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure) or other problem related to the analysis of the samples

- ▶ Date and time of sample preparation (if applicable)
  - ▶ Date and time of sample analysis
  - ▶ Results of laboratory verification of field preservation
  - ▶ Sample matrix
  - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
  - ▶ MDL, LOD or other defined limit of detection
  - ▶ PQL, LOQ or other defined limit of quantification
  - ▶ Sample type (such as blank type, duplicate type)
  - ▶ Field and laboratory QC blank results:
    - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
    - Field quality control results including field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
  - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
  - ▶ Results of surrogate spike analyses (if performed)
  - ▶ Results of laboratory control samples (LCS)
  - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
  - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The GRANTEE shall ensure that the following field-related information is reported to the DEP Grant Manager:
- ▶ Site name and location information
  - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
  - ▶ Date and time of sample collection
  - ▶ Sample collection depth
  - ▶ Sample collection method identified by the DEP SOP number, where applicable
  - ▶ If performed, indicate samples that were filtered
  - ▶ Field test measurement results:
    - DEP SOP number (FT-series), where applicable
    - Parameter name
    - Result
    - Result unit
    - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
  - ▶ Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results), unacceptable field measurement or other problems related to the sampling event.
- e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.
- (i) The GRANTEE shall submit the data electronically using the following format: Access or Excel

## 5. AUDITS

- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule [62-160.650](#), F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Agreement, the DEP Grant Manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
- b. PLANNING REVIEW AUDITS –
- (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the GRANTEE and all associated subGRANTEES shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule.

Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP Grant Manager and a copy shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in item (i) above shall occur annually, if applicable.
- c. QUALITY SYSTEMS AUDITS – The GRANTEE and all subGRANTEES shall ensure that any required laboratory and field quality system audits are performed according to the respective quality manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. These audits shall be documented in the GRANTEE’s and subcontractors’ records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.
  - (i) The GRANTEE shall ensure that all applicable data quality acceptance and usability criteria are listed in the planning document.
  - (ii) The GRANTEE shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the planning document.
  - (iii) The GRANTEE shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the planning document.

6. **PLANNING DOCUMENT**

- a. The GRANTEE shall submit the planning document identified below to the DEP Grant Manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP Grant Manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
- b. The GRANTEE and subGRANTEES may submit a version of the planning document to the Department for approval no more than three times. If the GRANTEE fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Agreement.
- c. The DEP Agreement number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the GRANTEE and affected subGRANTEES as to why the planning document is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.
- d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Agreement for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Agreement.
- e. Work may not begin for specific Agreement tasks until approval (or conditional approval) has been received by the GRANTEE from the DEP Grant Manager. Sampling and analysis for the Agreement may not begin until the planning document has been approved (or conditionally approved).
- f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:
  - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
  - ▶ Using only the protocols approved in the planning document; and
  - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in equipment, changes in subGRANTEE organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP Grant Manager for review. The proposed revisions may not be implemented until they have been approved by the DEP Grant Manager. If the GRANTEE fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Agreement. These amendments shall be:

- (i) Provided in a new planning document.
- (ii) Provided as amended sections of the current planning document.
- (iii) Documented through written or electronic correspondence with the DEP Grant Manager and incorporated into the approved planning document.

7. **DELIVERABLES**

- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Agreement:
  - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
  - (ii) Copies of the QCC sample results per item 2.f. above.
  - (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP Grant Manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
  - (iv) Reports of planning review audits as specified in item 5.b. above.
  - (v) Statements of Usability as specified in item 5.d. above.
  - (vi) Planning document per Section 6, above.

8. **CONSEQUENCES**

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

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**ATTACHMENT I**  
**Contract Provisions**

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

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **EPA does not consider work performed under the 319 grants to fall under the definition of construction. Therefore, this provision does not apply to this specific Agreement.**
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at [www.fgdc.gov](http://www.fgdc.gov).
22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
23. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. "You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.
24. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

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**ATTACHMENT J  
REGULATIONS**

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.

<b>Subchapter A - General</b>	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
<b>Subchapter B – Grants and Other Federal Assistance</b>	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
<b>Other Federal Regulations</b>	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
<b>Office of Management and Budget Circulars</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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