



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 13 2014 KHN/P

AGENDA ITEM

April 15, 2014

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director *JVW*
Community, Environmental and Development
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405**

L Cunniff

SUBJECT: May 13, 2014 — Consent Item
Florida Department of Environmental Protection Grant
Agreement No. LP6839, Amendment No.4, Little Wekiva River
Water Quality Improvement Initiative

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 4 to the Florida Department of Environmental Protection (FDEP) Grant Agreement No. LP6839 (Agreement). Amendment No. 4 extends the completion date of the Agreement from June 30, 2014 to October 31, 2015, and revises several provisions related to FDEP standard contract language.

The Board of County Commissioners approved the original \$1,000,000 Agreement in June 2008. Amendments 1 and 2 extended the completion dates of the Agreement and Amendment 3 extended the completion date of the Agreement and amended the project work plan.

Lake Lawne is a 145 acre lake located north of State Road 50, just west of the downtown Orlando area. Orange County's Barnett Park is located along the south and western shoreline of Lake Lawne. Lake Lawne is the headwaters of the Little Wekiva River, ultimately outfalling into the Wekiva River in northwest Orange County. Lake Lawne is currently impaired for nutrients (nitrogen and phosphorus).

In order to reduce the pollutant loading to the lake and improve water quality in this lake as well as downstream waters, this project will take untreated stormwater from Pine Hills Road and surrounding areas, and collect it into a new two-stage pond designed to meet the proposed new stormwater quality standards. The proposed pond is located within the limit of Barnett Park.

Page Two

May 13, 2014 – Consent Item

FDEP Grant Agreement No. LP6839, Amendment No. 4, Little Wekiva River Water Quality Improvement Initiative

The pond's first stage will consist of a sedimentation and floatable screening area where the majority of this material will be contained. Clarified effluent from the first stage will then flow into the second stage "storage" pond. This portion will not only store the treated water for additional nutrient/pollutant removal, but will also be used as an alternative source of irrigation supply for Barnett Park. This project will reduce nutrients/pollutants from entering Lake Lawne, help meet the TMDL reduction requirements, and will also be a self-sustaining water source for irrigation needs, thereby reducing current potable water requirements used for irrigation.

The Agreement was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval of State Financial Assistance Agreement DEP Agreement No. LP6839 Orange County Amendment No. 4 between the Florida Department of Environmental Protection and Orange County for the Little Wekiva River Water Quality Improvement Initiative to extend the completion date of the Agreement and revise several provisions related to FDEP standard contract language. District 6

JVW/LC: mg

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 13 2014 KH/nt

STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP6839
ORANGE COUNTY
AMENDMENT NO. 4

THIS AGREEMENT as entered into on the 17th day of June, 2008, and amended on the 13th day of December, 2010, and the 6th day of February, 2012 and the 3rd day of July, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement, as amended, is hereby revised to change the completion date of the Agreement from June 30, 2014, to October 31, 2015.

2. Section 3. of the Agreement, as amended, is deleted in its entirety and replaced as follows:

A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$1,000,000 toward the total estimated project cost of \$2,000,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,000,000 toward the project described in **Attachment A-4**. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A-4** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A-4**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.

B. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A-4**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B-1**). 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 Disbursement Request Package must be submitted to the Department no later than January 31, 2016, to assure the availability of funds for payment. Each Disbursement Request Package submitted shall document all matching

funds and/or match efforts (i.e. in-kind services) provided during the period covered by the request. The final Disbursement Request Package will not be processed until the match requirement has been met. The Disbursement Request Package must include:

- (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,
- (3) If construction is included in **Attachment A-4**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A-4**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,
- (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment G, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B-1** shall be accompanied by supporting documentation and other requirements as follows:

- (1) 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 of the subcontractor's employees 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 overpayments resulting from use of these excessive multipliers 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-4**. 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 10 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment H, Property Reporting Form**.

D. In addition to the invoicing requirements contained in paragraph 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 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).

E. 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>.

3. Section 5. of the Agreement, as amended, is hereby deleted in its entirety and replaced a:

Progress Reports (**Attachment C-1**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

4. Section 8. of the Agreement, as amended, is deleted and replaced as follows:

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.

5. Section 10. of the Agreement, as amended, is deleted and replaced as follows:

The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.C.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. 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 responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

6. Section 13. of the Agreement, as amended, is hereby deleted and replaced as follows:

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

Sandy Waters
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: **(850) 245-8382**
Fax: **(850) 245-8411**

Email: Sandra.waters@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

7. Section 20. of the Agreement, as amended, is hereby deleted and replaced with the following:

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.

8. Section 21. of the Agreement, as amended, is hereby deleted and replaced with the following:

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, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

9. Section 24. is hereby added to the Agreement, as amended, as follows:

A. 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.

B. 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.

C. If 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.

10. Section 25. is hereby added to the Agreement, as amended, as follows:

No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, 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 after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the 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 after approval by the Department.

A. A CAP shall be submitted within ten (10) business 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) business 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) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's 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 alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the 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 serve to condone, forgive or estop the Department from asserting subsequent 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 the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this 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.

11. Section 26. is added to the Agreement, as amended, as follows:

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. Section 27. is added to the Agreement, as amended, as follows:

Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

13. Section 28. is added to the Agreement, as amended, as follows:

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.

14. Section 29 is added to the Agreement, as amended, as follows:

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 Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. **Attachment A-3**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-4**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A's**, shall hereinafter refer to **Attachment A-4**, Revised Project Work Plan.

16. **Attachment B, Disbursement Request Package** is hereby deleted and replaced with **Attachment B-1, Revised Disbursement Request Package**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B** shall hereinafter refer to **Attachment B-1, Revised Disbursement Request Package**.

17. **Attachment C, Progress Report Form** is hereby deleted and replaced with **Attachment C-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment C** shall hereinafter refer to **Attachment C-1, Revised Progress Report Form**.

18. **Attachment G, Contract Payment Requirements**, attached hereto is hereby added to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to State Financial Assistance Agreement LP6839 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Program Administrator of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Program Administrator of the Department of Environmental Protection, State Revolving Fund.

ORANGE COUNTY

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Teresa Jacobs*
 County Mayor Teresa Jacobs

By: *Angela Lauchit*
 Program Administrator
 State Revolving Fund

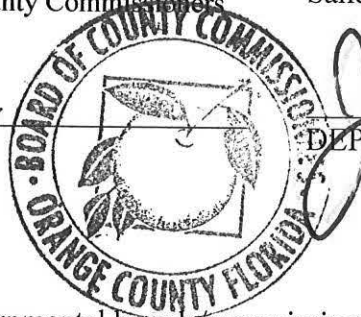
Date: 5.13.14

Date: JUN 02 2014

ATTEST: Martha O. Haynie, County Comptroller
 As Clerk of the Board of County Commissioners

Sandy Waters
 Sandy Waters, DEP Grant Manager

By: *Katie Smar*
 Deputy Clerk



Josh Chud
 DEP Attorney

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

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

Specify Type	Letter/Number	Description (include number of pages)
Attachment	A-4	Revised Project Work Plan (4 Pages)
Attachment	B-1	Disbursement Request Package (3 Pages)
Attachment	C-1	Progress Report Form (1 Page)
Attachment	G	Contract Payment Requirements (1 Page)

ATTACHMENT A-4
REVISED GRANT WORK PLAN
LP6839
ORANGE COUNTY

Project Title: Lake Lawne Stormwater Reuse Project: Little Wekiva River Water Quality Improvement Initiative

Project Location: This project is located at the south side of Lake Lawne, a TMDL-impaired lake, and the headwaters of the Little Wekiva River system.

Project Background: Lake Lawne (WBID 3004C) has been identified as a nutrient (nitrogen and phosphorus) impaired water body in the Group 2 Middle St. Johns River Basin and has been assigned a TMDL (Gao, 2007). Lake Lawne is the first lake (headwaters) in the Little Wekiva River Basin system. It has six (6) distinct canal/ditch outfalls (point sources) entering the lake. These two projects will significantly reduce the loadings from two of these point sources.

C-7 Wet Detention Pond Project: The C-7 Canal conveyed untreated runoff from a 108 acre residential drainage basin into Lake Lawne. This canal was deeply cut into the existing landscape, and has caused excessive draining of hardwood wetland areas adjacent to the canal. A water quality improvement feasibility study for the C-7 canal was performed by Environmental Research and Design (ERD), Inc. during 2007, and a wet detention pond was recommended with a residence time that should achieve 75% removal of total phosphorus from the residential basin. This project constructed the recommended 3.77 acre (@ normal high water elevation) wet detention pond on a 7 acre undeveloped parcel adjacent to Lake Lawne with a system to re-circulate surface water through the pond. Existing land use on the parcel is a combination of wooded, disturbed land, and altered wetlands. The detention pond bisects the existing C-7 canal and replaces the existing deep canal to provide stormwater treatment for the 108 acre residential watershed as well as restore normal sheet flow into the altered wetlands. The property for the project is already under the ownership of Orange County, and Capital Improvement Projects (CIP) budget funds have been identified for matching costs. Discharges from the detention pond will be released in a diffuse manner, restoring the historical natural overland flows.

The work outlined under the original workplan for the C-7 wet detention pond project was successfully completed. Under Amendment 3, Orange County was granted approval to use the remaining funds for an additional water quality project outlined below that would serve not only Lake Lawne but also the Little Wekiva River system, both TMDL nutrient-impaired systems. In addition Orange County was granted approval, as part of this amendment, for reimbursement for funds expended for engineering, design and permitting that have been invoiced for the Lake Lawne Stormwater Reuse Projects since July 1, 2011.

Lake Lawne Stormwater Reuse Project: This innovative and demonstrative project will take untreated stormwater from Pine Hills Road and surrounding area and collect it into a new 2-stage pond designed to meet proposed new stormwater quality standards. This pond's first (1st) stage will consist of a sedimentation and floatable screening area where the majority of

suspended and floatable materials will be retained. The clarified effluent from this first pond will then flow into the second (2nd) stage “storage” pond. This portion will not only store the pre-treated water but will also be used as an alternative source of irrigation for the adjacent public county park. This will not only remove nutrients from entering Lake Lawne but will also be a self-sustaining water source for irrigation needs and in part reduce the current potable water requirements. The project will also include a solar powered pond aeration diffuser system.

Project Description:

C-7 Wet Detention Pond Project: This project will design, permit and construct a wet detention pond and a system to re-circulate surface water during periods of low flow, with a 120 day residence time that should remove 75% of the phosphorus from this sub basin’s stormwater entering Lake Lawne. The *TMDL Report: Nutrient TMDLs for Spring Lake (WBID 2987A), Lake Florida (WBID 2998A), Lake Orienta (WBID 2998C), Lake Adalaide (WBID 2998E), Lake Lawne (WBID 3004C), Silver Lake (3004D), and Bay Lake (WBID 3004G) in the Wekiva Study Area* by Xueqing Gao prepared on November 2, 2007 describes the nature of the impairments to Lake Lawne. These include nitrogen and phosphorus which lead to algal blooms. A report by CDM on the Little Wekiva prepared in 2007 describes the Little Wekiva and Lake Lawne watershed, and also identifies the land uses and pollutant loads. A feasibility study on the watershed, specific site location, loading rates and cost estimates was performed by ERD, Inc. and documented in the report *Lake Lawne C-7 Canal Nutrient Reduction Feasibility Evaluation*, July 2007.

The loading from this sub-basin is 77 pounds of phosphorus per year.

The project will include the following tasks or activities:

Task 1 Prepare Construction Plans

Cost: \$75,000 (\$75,000 Orange County Funding)

Deliverables: Scope of Work; Purchase Order for Design Firm; Construction Plans; Water Management District Permit

Performance Measures: Pond permitted and designed on time

Completion Date: Completed

Budget Information: Engineering Design & Permitting was paid for by Orange County Funding.

Contractual: \$75,000

Task 2 Construction

Cost: \$1,549,349 (\$801,550 FDEP Funding, \$747,799 Orange County land value and Orange County Funding)

Deliverables: Select Contractor; Notice to Proceed; Invoice for Purchase of Solarbee Aeration System; As Built Plans

Performance Measures: Pond completed and as built plans submitted.

Timeline for Completion: Completed

Budget Information: FDEP Funding, Orange County Funding and land value were utilized for the construction cost.

Contractual: \$1,549,349

Task 3 Post Construction Monitoring**Cost:** \$23,467**Deliverables:** Monitoring Plan and QAPP; Invoice for Purchase of Auto Samplers; Photos of Installed Auto Samplers; Quarterly reports of Samples Analyzed; Final Monitoring Report**Performance Measures:** Final report submitted on time**Timeline for Completion:** Completed**Budget Information:** FDEP Funding \$21,249 for purchase of auto samplers, Orange County \$2,218 in kind services.**Lake Lawne Stormwater Reuse Project:**

The project will divert untreated stormwater from Pine Hills Road and the surrounding area into a new wet detention pond, with a reuse component, before entering Lake Lawne.

Currently, stormwater enters Lake Lawne through an open ditch on the south end of the lake, draining approximately 177 acres (Dierberg, et. al. 1993). This project will utilize a portion of the existing open ditch that runs through the Orange County Park (Barnett Park).

Once the stormwater reaches the new pond, it will enter a deeper basin to allow the sediments to settle. This portion will be deep enough to function as a stilling basin, but not deep enough to allow anoxic conditions to develop, which have the potential to release nutrients into the water column. This portion of the pond will be positioned and constructed to allow for easier service and maintenance than the rest of the pond system.

The pond will then transition into a traditional wet pond system. The pond will incorporate appropriate depths to ensure that short circuiting does not happen and to ensure that anoxic areas do not develop. The third treatment element of the project will incorporate irrigation from the pond (stormwater reuse) on the County park site.

Any of the unused treated stormwater will be allowed to discharge to Lake Lawne. All other elements of this project will be consistent with the permitting requirements in place at the time of permit application. This project is within the jurisdiction of the St. Johns River Water Management District and will comply with all of their requirements.

Project Tasks:**Task 4 Prepare Construction Plans****Cost:** \$149,594 (\$74,797 FDEP Funding, \$74,797 Orange County Funding)**Deliverables:** Construction Plans; Water Management District Approved Permit**Performance Measures:** Pond permitted and designed on time**Financial Consequences:** All discrepancies with the final construction plans shall be reviewed and corrected by the contractor prior to bid and final payment.**Completion Date:** May 2014**Budget Information:** Professional services are being paid by Orange County Funding and FDEP Funding. Professional services that will be subcontracted include design, engineering, and permitting.**Contractual:** \$149,594**Task 5 Construction****Cost:** \$202,590 (\$102,404 FDEP Funding, \$100,186 Section 319 Grant, Orange County Funding)**Deliverables:** Select Contractor; Notice to Proceed; As-Built Plans

Performance Measures: Pond permitted and constructed on time
Financial Consequences: All discrepancies with construction will be the responsibility of the contractor to correct before each payment request is approved and processed..
Completion Date: October 2015
Budget Information: FDEP Funding, Orange County Funding and a Section 319 Grant will be utilized for the construction cost.
Contractual: \$202,590
Post Construction Monitoring: The post construction monitoring and final report will be performed as part of a 319 grant. A copy of the final report will be submitted to FDEP.
Land: The land for this project is owned by the County.

Total Budget by Task:			
Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 Prepare Construction Plans: C-7 Wet Detention Project	\$0	\$75,000	Orange County Funds
2 Construction: C-7 Wet Detention Project	\$801,550	\$747,799	Land, Orange County Funds
3 Post-Project Monitoring (C-7 Wet Detention Project)	\$21,249 (Purchase of Autosamplers)	\$2,218	Orange County In-Kind Services
4 Prepare Construction Plans: Lake Lawne Stormwater Reuse Project	\$74,797	\$74,797	Orange County Funds
5 Construction: Lake Lawne Stormwater Reuse Project	\$102,404	\$100,186	Section 319 Grant, Orange County Funds
Total:	\$1,000,000.00	\$1,000,000.00	
Project Total:	\$2,000,000.00		

ATTACHMENT B-1
Disbursement Request Package
Legislative Projects (LP) Grants

- 1. Grantee/Recipient Orange County
 - 2. Project Number LP6839 Date of Request _____
 - 3. Disbursement Request Number _____ Required Match % _____
 - 4. Type of Request: Partial Final
 - 5. Federal Employer Identification Number _____
 - 6. Task/Deliverable No. _____
 - 7. Mail EFT Send Remittance to: _____
- _____
- _____
- _____

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

- 1. Salaries
- 2. Fringe Benefits
- 3. Travel
- 4. Contractual Services
- 5. Equipment
- 6. Supplies/Other Expenses
- 7. Land
- 8. Indirect Charges
- 9. Total
- 10. Disbursements previously requested
- 11. Amount Requested for Disbursement (line 9 minus 10)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,

(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C-1

PROGRESS REPORT FORM

DEP Agreement No.:	LP6839		
Grantee Name:	Orange County		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>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.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP6839 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

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