



**Interoffice Memorandum**

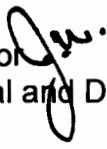
APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

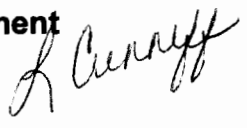
BCC Mtg. Date: Jun. 14, 2016

**AGENDA ITEM**

May 04, 2016

**TO:** Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

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

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

**SUBJECT:** June 14, 2016 – Consent Item  
Florida Department of Environmental Protection Grant Agreement  
No. LP6745, Amendment No. 9, Little Wekiva River Water Quality  
Improvement Initiative

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 9 to the Florida Department of Environmental Protection (FDEP) Grant Agreement No. LP6745 (Agreement). Amendment No. 9 reallocates the budget, extends the completion date for the project and revises several provisions related to FDEP contract language.

The Board of County Commissioners approved the original \$825,000 Agreement in February 2007. Amendments 1, 3, 4, 5 and 8 extended the expiration dates of the Agreement, Amendments 2 and 6 amended the project work plan, and Amendments 7 and 8 reallocated the budget and revised several provisions related to FDEP contract language.

The Little Wekiva Canal (WBID 3004G) has been identified as impaired under the Impaired Water Rule (IWR) for nutrients, Dissolved Oxygen and Fecal Coliform bacteria. The Little Wekiva Canal is at the center of a watershed surrounded by older residential, commercial, and industrial land uses and with very little stormwater treatment. This watershed is located in Orange County and the City of Orlando.

This project encompasses the installation of an offline baffle box that will treat the upstream 13 square mile basin. The canal transports a large amount of Suspended Solids per year into the Little Wekiva River and the Wekiva River system. The baffle box is an addition to an erosion control project to armor the banks of the canal that will be constructed at the same time. The baffle box is expected to treat 15.5% of the Phosphorus and 19% of the Nitrogen.

Page Two

June 14, 2016—Consent Item

Florida Department of Environmental Protection Grant Agreement No. LP6745, Amendment No. 9, Little Wekiva River Water Quality Improvement Initiative

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

**ACTION REQUESTED: Approval and execution of State Financial Assistance Agreement DEP Agreement No. LP6745 Orange County Amendment No. 9 between the Florida Department of Environmental Protection and Orange County for the Little Wekiva River Water Quality Improvement Initiative to reallocate the project budget, revise the scope of work and revise several provisions related to FDEP contract language. District 2**

JVW/LC: mg

Attachments

**STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6745  
ORANGE COUNTY  
AMENDMENT NO. 9**

THIS AGREEMENT as entered into on the 26th day of February, 2007, and amended on the 18th day of August, 2008, and the 3rd day of June, 2009, and the 29th day of December, 2009, and the 25th day of October 2010, and the 22nd day of November, 2011, and the 14th day of December, 2012, and the 2nd day of December, 2013, and the 18th day of May, 2015, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY (hereinafter referred to as the "Grantee") is hereby amended. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; 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, 2016, to December 31, 2017.
2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:
  - 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 \$825,000 toward the total project cost of \$1,721,491. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$825,000 towards the project described in **Attachment A-9**.
  - B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's 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 each deliverable identified in **Attachment A-9**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-2, Payment Request Summary Form**. 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, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices 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) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-9** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment G, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. 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 spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, 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) calendar 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-9**. 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 (i.e., 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 Section 10 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in Sections 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. 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). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

F. 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.

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.

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 to the date repayment is made by the Grantee to the Department.

3. Section 4. of the Agreement is hereby deleted in its entirety and replaced with the following:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

4. Section 6. of the Agreement is hereby deleted in its entirety and replaced with the following:

Each Party 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. Further nothing shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

5. Section 7. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Department may terminate this Agreement at any time if any warranty or representation made by the Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or 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 day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful 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 and subject to

disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

6. Section 8. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

7. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

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. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

8. Section 16. of the Agreement is hereby deleted in its entirety and replaced with the following:

To the extent required by law, the Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

A. The Grantee shall secure and maintain 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. Any 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 its employees not otherwise protected.

- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly 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 any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly 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 any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement. 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 Automobile Liability Coverage                                    |
- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A-9, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.



- E. 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) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A-9, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 16.F. supersedes 16.A. through E., above.

Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

- 9. Section 20. of the Agreement is hereby deleted in its entirety and replaced with the following:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Section 3). 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 Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Section 3), shall require formal Amendment to this Agreement.

- 10. Section 25. of the Agreement is hereby deleted in its entirety and replaced with the following:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. 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.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. Section 26. of the Agreement is hereby deleted in its entirety and replaced with the following:

Any notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

12. Section 27. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

13. Section 29. is added to the Agreement as follows:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- (1) The contractor's maintaining an office or place of business within a particular local jurisdiction; or
- (2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- (3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. Section 30. is added to the Agreement as follows:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

15. Section 31. is added to the Agreement as follows:

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

16. **Attachment A-8**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-9**, 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-9**, Revised Project Work Plan.

17. **Attachment B-1**, Disbursement Request Package, is hereby deleted in its entirety and replaced with **Attachment B-2**, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B-1**, shall hereinafter refer to **Attachment B-2**, Payment Request Summary Form.

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IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement LP6745 to be executed on its behalf by the Secretary or Designee 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 Department.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

By: *Teresa Jacobs*  
Teresa Jacobs, Orange County Mayor\*

By: *[Signature]*  
Secretary or Designee

Date: 6.14.16

Date: 6/17/16



No.: \_\_\_\_\_

By: *Hana Juman*  
Hana Juman, DEP Grant Manager

Orange County

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

By: *Aresa Bruce*  
DEP QC Reviewer

By: *Craig A. Stopynka*  
Deputy Clerk

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

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-9	Revised Project Work Plan (6 Pages)
Attachment	B-2	Payment Request Summary Form (3 Pages)
Attachment	G	Contract Payment Requirements (1 Page)

**ATTACHMENT A-9**  
**REVISED PROJECT WORK PLAN**  
**ORANGE COUNTY**  
**LP6745**

**Project Title:** Little Wekiva River Water Quality Improvement Initiative

**Project Location:** This project is located on the Little Wekiva Canal (WBID 3004G) that has been identified as impaired for nutrients, fecal coliform and dissolved oxygen.

**Project Background:** The overall project consists of the following subprojects.

**Lake Lawne Periphyton Filter Water Quality Improvement Pilot Project (Algal Turf Scrubber):** This was a pilot project to construct an algal turf scrubber system to evaluate the removal efficiency of total phosphorus and total nitrogen. After review of the final data and report, Orange County decided not to move forward with constructing a full-scale version of the system. Orange County was granted permission under Amendment 2 to use the remaining funds from this grant for the Riverside Wet Detention Pond System.

**Riverside Wet Detention Pond System:** The Little Wekiva Canal (WBID 3004G) has been identified as impaired under the Impaired Water Rule (IWR) for nutrients, Dissolved Oxygen and Fecal Coliform bacteria. The Little Wekiva Canal is at the center of a watershed surrounded by older residential, commercial, and institutional land uses, most of which were built before the requirements for onsite stormwater treatment. The jurisdiction of the watershed is primarily Orange County. The watershed of the proposed project is approximately 11,834 acres.

The project site was an existing wet retention/sedimentation settling basin. The soil types in this area were predominantly mucky and were excavated to increase storage volume required for this project. The pond was re-configured so that water is diverted into deep pools and then into shallow areas before discharging back to the Little Wekiva Canal. In addition, a solar-powered aeration system was installed to increase the dissolved oxygen in the downstream water.

Orange County was granted permission under Amendment 6 to use the remaining funds under this grant for the Bay Lake Stormwater Retrofit Project.

**Bay Lake Stormwater Retrofit Project:** Bay Lake (WBID 3004G), a group 2 water body, is located in the Upper St. Johns watershed in the Little Wekiva River basin. Bay Lake is currently TMDL-impaired for nutrients (nitrogen and phosphorus). In 2012, under the direction of the Orange County Environmental Protection Division, AMEC Engineering completed a hydrologic nutrient budget study on Bay Lake. This study identified subbasins with a higher loading potential that would be ideal candidates for BMP implementation. The study also documented the hydrologic discharge pathway for Bay Lake leading to the Little Wekiva system.

This project consisted of the installation of two (2) “in-line” water quality treatment vaults (modular wetlands) in existing drainage infrastructure that outfall into Bay Lake from subbasin 7. It is estimated that this project will achieve the following load reduction from subbasin 7: TSS 33%, TN 12%, and TP 12%. This project is now complete except for the monitoring phase. Orange County requested permission, and was authorized by Amendment 8, to use the remaining funds for the Little Wekiva Canal Baffle Box Project listed below.

**Little Wekiva Canal Baffle Box Project:** The Little Wekiva Canal (WBID 3004G) has been identified as impaired under the Impaired Water Rule (IWR) for nutrients, Dissolved Oxygen and Fecal Coliform bacteria. The Little Wekiva Canal is at the center of a watershed surrounded by older residential, commercial, and industrial land uses and with very little stormwater treatment. This watershed is located in Orange County and the City of Orlando.

This project encompasses the installation of an offline baffle box that will treat the upstream 13 square mile basin. The canal transports a large amount of Suspended Solids per year into the Little Wekiva River and the Wekiva River system. The design phase is scheduled to begin in May 2015. The baffle box is an addition to an erosion control project to armor the banks of the canal that will be constructed at the same time. The baffle box is expected to treat 15.5% of the Phosphorus and 19% of the Nitrogen. Construction is estimated to begin in November of 2015.

Due to delays with the engineering and design, as well as obtaining necessary easements for construction, the Grantee has requested an extension of project time. They would like the completion date to be December 2017.

**Project Description:**

**Lake Lawne Periphyton Filter Water Quality Improvement Pilot Project (Algal Turf Scrubber):** The purpose of this project was to construct a pilot version of the algal turf scrubber system to evaluate the removal efficiency of total phosphorus and total nitrogen.

**1.Task:** Design and permitting

**Cost:** \$150,500 (\$75,250 DEP funding; \$75,250 Orange County funding)

**1a.Deliverable:** Data

**1b.Deliverable:** Final Report

**Performance Measures:** Data evaluated and final report submitted

**Financial Consequences:** Final invoice for design and permitting was not paid until plans were approved by Orange County.

**Completion Date:** 2010

**Contractual:** \$150,500 for Professional Services

**2.Task:** Construction

**Cost:** \$74,606 (\$37,303 DEP funding; \$37,303 Orange County funding)

**2a.Deliverable:** Contractor selection

**2b.Deliverable:** Notice to Proceed

**2c.Deliverable:** As-Built Plans

**Performance Measures:** Pilot version of algal turf scrubber completed

**Financial Consequences:** Final invoice to Contractor was not paid until Orange County and the Water Management District approved that construction was completed as outlined in the Water Management District Permit and completed as designed.

**Completion Date:** 2010

**Contractual:** \$74,606 for Construction

**Riverside Wet Detention Pond System:** The existing pond could only take 6.4 acre-feet of flow of the Little Wekiva Canal within a watershed of 11,000 acres. The modified pond was expanded to 1.67 acres and will hold 11.4 acre-feet. It includes deep, shallow, and average depth pools to enhance the biological processes known to occur in aquatic habitats. An Aeomix solar-powered aeration system has been incorporated in the deeper zone to improve the dissolved oxygen in the discharge water. A submerged sheet pile weir allows sediments to fall out in the deepest part of the pond while minimizing carry-over into the shallower, lower parts of the pond.

The construction and monitoring phase of this project is now complete.

**3.Task:** Design and permitting

**Cost:** \$141,116 (\$26,116 DEP funding; \$115,000 Orange County funding)

**3a.Deliverable:** Scope of work

**3b.Deliverable:** Purchase order for design firm

**3c.Deliverable:** Construction plans

**3d.Deliverable:** Water Management District permit

**Performance Measures:** Pond permitted and designed on time

**Financial Consequences:** Final invoice for design and permitting was not paid until plans were approved by both Orange County and the Water Management District.

**Completion Date:** May 2011

**Contractual:** \$141,116 for Professional Services

**4.Task:** Construction

**Cost:** \$764,202 (\$391,535 DEP funding; \$372,667 Orange County funding)

**4a.Deliverable:** Contractor selection

**4b.Deliverable:** Notice to Proceed

**4c.Deliverable:** As-Built Plans

**Performance Measures:** Pond complete and as-built plans submitted

**Financial Consequences:** Final invoice to Contractor will not be paid until Orange County and the Water Management District approves that construction was completed as outlined in the Water Management District Permit and completed as designed.

**Completion Date:** Construction was complete in June 2012, and as-built plans were submitted in July 2012. Orange County has received the final invoice from the Contractor and closed the construction task of the project in October 2012.

**Contractual:** \$764,202 for Construction

**5.Task:** Post-Construction Monitoring/Final Report

**Cost:** \$3,000 (\$0 DEP funding; \$3,000 Orange County in-kind match)

**5a.Deliverable:** Quality Assurance Project Plan (QAPP)

**5b.Deliverable:** Photos of installed flow meter

**5c.Deliverable:** Submission of data and final report

**Performance Measures:** Final report submitted on time

**Financial Consequences:** Failure to comply with the procedures in the Quality Assurance Project Plan will result in denial of match claim.

**Completion Date:** March 31, 2014

**Contractual:** \$3,000 for Professional Services

**Bay Lake Stormwater Retrofit Project:** This project consist of the installation of two (2) “in-line” water quality treatment vaults (modular wetlands) in existing drainage infrastructure that outfall into Bay Lake. Each device incorporates the following multi-treatment compartments: (1) organic and floatable material separation and exclusion from the surcharged portion of the structure, (2) sediment separation and containment, (3) particulate nutrient filtration, and (4) nutrient assimilation using bio-media technology. One vault will contain Bold and Gold™ (B&G), a passive nitrogen and phosphorus reduction technology originally developed for septic tank drainfields in nutrient sensitive springsheds such as the Wekiva area. The second vault will contain BioMediaGREEN™ (BMG), another type of media filtration technology that was developed for enhanced pollutant removal in stormwater runoff. It is expected that the proposed BMP will provide increased nutrient removal efficiencies as a result of the unique and innovative components designed into the system. It is estimated that this project will achieve the following load reduction from subbasin 7: TSS 33%, TN 12%, and TP 12%.

**6.Task:** Design and permitting

**Cost:** \$36,000 (\$0 DEP funding; \$36,000 Orange County funding, includes \$15,344.91 expended since Amendment 6 was executed)

**6a.Deliverable:** Scope of work

**6b.Deliverable:** Purchase order for design firm

**6c.Deliverable:** Construction plans

**6d.Deliverable:** Water Management District permit

**Performance Measures:** Pond permitted and designed on time

**Financial Consequences:** Final invoice will not be paid until final plans are approved by Orange County and the Water Management District.

**Completion Date:** December 31, 2014

**Budget Information:**

**Contractual:** \$36,000

Bay Lake Stormwater Retrofit Project: Description

**7.Task:** BMP Construction – Vaults 1 and 2

**Cost:** \$178,512 (\$107,156 DEP funding; \$71,356 Orange County funding)

**7a.Deliverable:** Contractor selection

**7b.Deliverable:** Notice to Proceed

**7c.Deliverable:** As-Built Plans

**Performance Measures:** Construction complete and as-built plans submitted



**Financial Consequences:** Final invoice was paid upon the approval of as-built plans by Orange County and the Water Management District.

**Completion Date:** March 31, 2014

**Contractual:** \$178,512 for Construction

**8.Task:** BMP Effectiveness Monitoring/Final Report

**Cost:** \$130,000 (\$0 DEP Funding; \$130,000 Orange County funding)

**Completion Date:** December 31, 2016

**Contractual:** \$130,000 for Professional Services

**Little Wekiva Canal Baffle Box Project:** This project encompasses the installation of an offline baffle box that will treat the upstream 13 square mile basin. The canal transports a large amount of Suspended Solids per year in to the Little Wekiva River and the Wekiva River system. The design phase is scheduled to begin in May 2015. The baffle box is an addition to an erosion control project to armor the banks of the canal that will be constructed at the same time. The baffle box is expected to treat 15.5% of the Phosphorus and 19% of the Nitrogen. Construction is estimated to begin in November of 2016.

**9.Task:** Baffle Box Construction

**Cost:** \$375,280 (\$187,640 DEP funding; \$187,640 Orange County funding)

**9a.Deliverable:** Contractor selection

**9b.Deliverable:** Notice to Proceed

**9c.Deliverable:** As-Built Plans

**Performance Measures:** Construction complete and as-built plans submitted

**Financial Consequences:** Final invoice will not be paid until as-built plans are approved by Orange County and the Water Management District.

**Completion Date:** December 31, 2017

**Contractual:** \$375,280 for Construction

<b>Total Budget by Task:</b>				
Task		DEP Grant Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
Design and Permitting				
1	Algal Turf Scrubber	\$75,250.00	\$75,250.00	Orange County (OC)
3	Riverside	\$26,116.00	\$115,000.00	OC Funds/Land
6	Bay Lake	\$0.00	\$36,000.00	OC and FDEP 319 Grant G0336
Construction				
2	Algal Turf Scrubber	\$37,303.00	\$37,303.00	OC
4	Riverside	\$391,535.00	\$372,667.00	OC Funds/Land
7	Bay Lake	\$107,156.00	\$71,356.00	OC and FDEP 319 Grant G0336
9	Baffle Box	\$187,640.00	\$187,640.00	OC
Monitoring/Final Report				
5	Riverside	\$0.00	\$3,000.00	OC In-kind
8	Bay Lake	\$0.00	\$130,000	OC and FDEP 319 Grant G0336
<b>Total:</b>		<b>\$825,000.00</b>	<b>\$1,028,216.00</b>	
<b>Project Total:</b>		<b>\$1,853,216.00</b>		

**ATTACHMENT B-2  
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: \_\_\_\_\_ Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_ Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

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

<b>CATEGORY OF EXPENDITURE</b>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	<b>\$</b>		<b>\$</b>	
<b>Less Total Cumulative Payment Requests of:</b>	<b>\$</b>		<b>\$</b>	
<b>TOTAL REMAINING IN TASK</b>	<b>\$</b>		<b>\$</b>	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify 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 Certification of Payment Request**

I, \_\_\_\_\_ ,  
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_ , do hereby certify that:  
(Print name of Grantee/Recipient)

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- 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 the Agreement.
- 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.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)      Period of Service (mm/dd/yy – mm/dd/yy)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grantee's Grant Manager's Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grantee's Fiscal Agent  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

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

**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.

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

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

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

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

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

**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).

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

**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'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **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.**

## 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](http://www.fldfs.com/aadir/reference_guide.htm)