

CFDA No. NACSFA No. NA

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

 Non-Client

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and **Hazen and Sawyer, P. C.** hereinafter referred to as the *provider*.

THE PARTIES AGREE:**I. THE PROVIDER AGREES:****A. To provide services in accordance with the conditions specified in Attachment I.****B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment NA. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
- a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.
To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

10/08

3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than **45** days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$4,999,999.00** subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**A. Effective and Ending Dates**

This contract shall begin on 1/16/2009 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on 1/16/2012.

B. Termination**1. Termination at Will**

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

10/08

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Hazen and Sawyer, P. C.
10002 Princess Palm Avenue
Registry One Building, Suite 200
Tampa, Florida 33619

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Elke Ursin
4052 Bald Cypress Way, Bin #A-08
Tallahassee/Florida/32399-1713
850-245-4070 x 2708

2. The name of the contact person and street address where financial and administrative records are maintained is:

Damann L. Anderson
10002 Princess Palm Avenue
Registry One Building, Suite 200
Tampa, Florida 33619

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

Damann L. Anderson
10002 Princess Palm Avenue, Registry One
Building, Suite 200
Tampa, Florida 33619
813-630-4498

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, **Attachments I, II and Exhibit 1 and 2, III**, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this **50** page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Hazen and Sawyer, P. C.

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME: Damann L. Anderson

PRINT/TYPE NAME: Jean Kline, R.N., B.S.N., M.P.H.

TITLE: Vice President

TITLE: Deputy Secretary for Health

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEDERAL EID# (OR SSN): 13-2904652

PROVIDER FISCAL YEAR ENDING DATE: 12/31/2008

Attachment I for Florida Onsite Sewage Nitrogen Reduction Strategies Study: Technology Evaluation, Characterization of Environmental Fate and Transport, and an Assessment of Costs

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a) Contract Terms

1. Department – Florida Department of Health
2. FAC – Florida Administrative Code
3. FDOH – Florida Department of Health or the department
4. IT – Information Technology - DOH division responsible for approving and setting DOH standards for computer hardware, off-the shelf software, and approving customized applications
5. QAPP – Quality Assurance Project Plan
6. RRAC – Research Review and Advisory Committee, a committee with the Florida Department of Health, Division of Environmental Health, that develops priorities for research in onsite sewage, reviews and ranks research proposals, reviews and comments on project reports, and accepts as complete final reports
7. State - The State of Florida and legally authorized employees, agents, contractors, or vendors acting on behalf of the aforementioned for the purpose of conducting State business
8. TRAP – Technical Review and Advisory Panel, a panel with the Florida Department of Health, Division of Environmental Health, that assists the department with rule adoption

b) Program Specific Terms

1. ATU – Aerobic treatment unit, a treatment receptacle that utilizes air to further treat wastewater prior to discharge into a drainfield
2. CBOD5- The carbonaceous biochemical oxygen demand over a 5-day period (mg/L) determined by EPA 405.1 or SM5210 B
3. Conventional drainfield material – Gravel as specified in 64E-6.014(5) FAC
4. Conventional System – Standard septic tank and drainfield to treat wastewater on site that does not perform advanced treatment
5. Enterococci – bacteria indicating fecal contamination determined by EPA 1600 or SM 9230 C
6. Fecal Coliform – fecal bacteria that form blue colonies after incubation on M-FC medium (SM 9222D)

Attachment I

7. Florida onsite sewage nitrogen reduction strategies study – study that is subject of this contract
8. H₂S – Hydrogen sulfide concentration in a water sample
9. Media – Material that effluent from a septic tank or pretreatment device passes through prior to reaching the groundwater. This may include soil, saw dust, zeolites, tire crumbs, vegetative removal, sulfur, spodosols, or other media
10. memo – in the context of task D, a report that describes the methods and results of work on a subtask, including electronic copies of input, output and model files as applicable
11. OSTDS – Onsite Sewage Treatment and Disposal Systems
12. PAC – Project Advisory Committee. Committee made up of renowned experts in the field to provide input, review, and technical advice to the project team to ensure scientifically valid results, efficient experimental designs, and defensible testing conditions
13. Passive – A type of onsite sewage treatment and disposal system that excludes the use of aerator pumps and includes no more than one effluent dosing pump with mechanical pumps and moving parts and uses a reactive media to assist in nitrogen removal
14. PNRS -Passive Nitrogen Removal Study – study completed for DOH under contract CORY6 in 2007 and 2008, now referred to as phase I (PNRS I). A second phase of this study (PNRS II) is part of the scope
15. PBTS – Performance Based Treatment System, a type of OSTDS that has been designed to meet specific performance criteria for certain wastewater constituents
16. Reactive media – Media that reacts with wastewater to reduce nitrogen concentrations
17. SO₄ – Sulfate concentration in a water sample
18. TN - Total Nitrogen concentration in a water sample (mg/L), determined as sum of nitrate/nitrite (EPA 353.2), total Kjeldahl nitrogen (EPA 351.2)
19. Total Coliform - Number of coliforms per sample determined by method SM 9222B
20. TP - Total Phosphorus concentration in a water sample (mg/L) determined by method EPA 365.1 or 365.3
21. TSS - Total Suspended Solids concentration in a water sample (mg/L) determined by method EPA 160.2

22. Wekiva Study Area – Area delineated by the Wekiva Parkway and Protection Act of 2004

(<http://www.dca.state.fl.us/fdcp/DCP/wekiva/wekivaact/study%20area%20map.pdf>)

2. General Description

- a) **General statement:** The provider will conduct a study to examine nitrogen reduction strategies for onsite sewage treatment and disposal systems in the State of Florida.
- b) **Authority:** The Bureau of Onsite Sewage Programs operates under Section 381.0065 et seq. of the Florida Statutes. 381.0065(3)(c) directs the department to “develop a comprehensive program to ensure that onsite sewage treatment and disposal systems ... are sized, designed, constructed, installed, ... operated, and maintained ... to prevent groundwater contamination and surface water contamination”.

Laws of Florida, 2008-152, includes Specific Appropriation 1682 that directs: “\$1 million from the Water Protection and Sustainability Program Trust Fund shall be transferred to the Department of Health to further develop cost-effective nitrogen reduction strategies. The Department of Health shall contract, by request for proposal, for Phase I of an anticipated 3-year project to develop passive strategies for nitrogen reduction that complement use of conventional OSTDS. The project shall be controlled by the Department of Health’s research review and advisory committee and shall include the following components: 1) comprehensive review of existing or ongoing studies on passive technologies; 2) field-testing of nitrogen reducing technologies at actual home sites for comparison of conventional, passive technologies and performance-based treatment systems to determine nitrogen reduction performance; 3) documentation of all capital, energy and life-cycle costs of various technologies for nitrogen reduction; 4) evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems; and 5) development of a simple model for predicting nitrogen fate and transport from onsite wastewater systems. A progress report shall be presented to the Executive Office of the Governor, the President of the Senate and the Speaker of the House of Representatives on February 1, 2009, including recommendations for funding additional phases of the study.”

- c) **Scope of Service:** The provider shall perform technology evaluations; field work and monitoring of OSTDS and groundwater; analysis and evaluation of data, and modeling. The provider shall also reach conclusions and provide recommendations.

In particular, the provider shall perform tasks in furtherance of the following scope:

- 1) Perform a comprehensive review of existing or ongoing studies on passive technologies;

Attachment I

- 2) Perform field-testing of nitrogen reducing technologies at actual home sites for comparison of conventional, passive technologies, and performance-based treatment systems to determine nitrogen reduction performance;
- 3) Provide documentation of all capital, energy, and life-cycle costs of various technologies for nitrogen reduction;
- 4) Perform an evaluation of nitrogen reduction provided by soils and the shallow groundwater below and down gradient of various systems;
- 5) Develop a simple model for predicting nitrogen fate and transport from onsite wastewater systems

Deliverables will be reviewed by the Florida Department of Health and its Research Review and Advisory Committee. The provider shall prepare deliverables using software and hardware applications that are consistent with department standards (currently Microsoft software, PC-compatible hardware).

- d) Major Program Goals:** The goals of the Florida Onsite Sewage Nitrogen Reduction Strategies Study are to develop passive strategies for nitrogen reduction that complement the use of conventional onsite sewage treatment and disposal systems, to systematically evaluate the field performance and associated costs of such OSTDS nitrogen reduction strategies in comparison to conventional and existing technologies and to assess and model the environmental fate and transport of nitrogen discharged to the environment. Nitrogen loading is important to the mission of the Bureau of Onsite Sewage Programs: "Protecting the public health and environment through a comprehensive onsite sewage program".

B. MANNER OF SERVICE PROVISION

1. Service Tasks

a) Task List

This section describes the tasks, subtasks and deliverables associated with the Florida Onsite Sewage Nitrogen Reduction Strategies project. Following the task and deliverable descriptions is a table (Table I) summarizing the estimated cost components by deliverable and year.

Some tasks are identified to occur in years after the first year. Funding for these tasks is not available at the time of execution of this document and is uncertain. Details of the tasks identified for subsequent years, including deliverables and prices, will be determined in an amendment to this contract before work on these tasks begins.

Task A: Technology Evaluation for Field Testing: Review, Prioritization, and Development

The provider will:

- Perform literature review to evaluate nitrogen reduction technologies
- Develop technology classification scheme
- Formulate criteria for ranking of nitrogen reducing technologies
- Rank and prioritize nitrogen reduction technologies for field testing

- Conduct technology ranking workshop with RRAC
- Prepare innovative systems application
- Conduct Technology Development in Passive Nitrogen Removal Study II

Sub-tasks and Deliverables

1. Literature Review (draft)

The literature review of nitrogen reducing technologies completed as part of the Passive Nitrogen Removal Study commissioned by FDOH in 2007 will be updated with information which has emerged since the original study. The scope of the review will be expanded from the Passive Nitrogen Removal Study to include source separation, active systems, modifications to conventional onsite treatment systems, including modified soil treatment units, in addition to passive systems. The provider shall produce a searchable literature reference database, compatible with Endnote X or other department approved software format. The literature reference database shall not infringe on any copyrights. The provider shall also produce a technology database, in tabular or other department approved format, that will facilitate establishment of categories for summary and comparison, assessment of individual citations within the context of organizational categories, and analysis of trends and differences among systems. The categories shall include items such as treatment classification, media type, wastewater source, treatment configuration, documented effectiveness, documented and theoretical longevity, cost, nutrient recovery, and effect of water chemistry. The provider shall summarize the updated literature review in a report.

Deliverables: Draft updated literature reference database; draft updated technology database; draft updated literature review report.

2. Literature Review (final)

The department will gather comments on the draft documents of sub-task A1 from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables for the literature review within one month of receiving comments.

Deliverables: Updated literature reference database; updated technology database; updated literature review report.

3. Classification of Technologies (draft)

The provider will develop a scheme to classify and group identified nitrogen reduction technologies and practices to summarize the literature and facilitate comparisons between similar technologies. Four classifications are envisioned: waste stream alteration (such as blackwater systems, and urine separation); conventional OSTDS alteration (such as dosed vs. gravity systems, operational strategies, installation depth); passive nitrogen removal (OSTDS systems using no more than one pump and excluding aerators); active nitrogen removal (mechanical systems utilizing more than one pump or aerators). The preliminary classification scheme will be presented to the RRAC at a workshop, which will provide a forum for full vetting and discussion.

Deliverable: Draft classification scheme of technologies report.

4. Technology Ranking Criteria (draft)

The provider will develop evaluation criteria to rank technologies and practices to determine which best meet the goals of the project and shall have priority for further development or field evaluation. Criteria will build on and may lead to revisions to the categories developed in the literature review and include characterizations of nitrogen removal effectiveness, maturity of technology including status in Florida, costs (energy, maintenance, monitoring, replacement of parts and media), critical knowledge gaps, likelihood of success, need to field test, and the feasibility of obtaining data from existing installations in Florida. The provider will evaluate the technologies classified in sub-task A3 relative to each criterion. The provider will propose draft sets of weights to characterize the relative importance of each criterion for a) work during the initial funding period; b) work during future funding periods. The provider will prepare a working document, such as a calculation table, that shows the ranking of technologies given the evaluations relative to the criteria and the relative weights of each criterion. The provider will summarize criteria and weights in a report.

Deliverables: Draft summary of criteria and proposed weights for short-term and long-term testing, working document for obtaining technology ranks from evaluations to criteria and criteria weights.

5. Priority List for Testing (draft)

The provider will propose additional criteria to consider in establishing priorities for testing from the top ranked technologies and practices. Such criteria may address representation of several technology classifications (sub-task A3), similarity of technologies or several maturity levels in the study. The purpose of prioritization is to select the more promising technologies that may not have sufficient prior testing or that may be differently configured to improve performance, and to avoid duplicating testing where substantial experience already exists. The provider will also list technologies to be considered for sub task A10 and A11 (innovative system application assistance).

Deliverable: Draft summary of additional criteria; Draft priority list for testing.

6. Technology Classification, Ranking and Prioritization Workshop

The provider will present the preliminary technology classification, rankings and priority lists developed in sub-task A3, A4 and A5 to the RRAC at a public workshop, which will provide a forum for full vetting and discussion of evaluation criteria and their assigned weights. This one day roundtable workshop with the Research Review and Advisory Committee (RRAC) will present the results and recommendations contained in the draft reports of technology classification, ranking and prioritization. The provider will facilitate RRAC's development of guidance on modifications to the draft classification, ranking and prioritization. Unless this guidance results in a need for further information collection by the provider, RRAC will provide comments on the priority lists for the initial and future funding periods. The comments and concerns of the RRAC will be documented and incorporated into the three final reports.

Deliverable: Public RRAC-Workshop, Summary of the workshop.

7. Classification of Technologies (final)

The provider will incorporate RRAC comments and concerns and comments provided by the department within two weeks of the workshop into the final classification scheme.

Deliverable: Final report.

8. Technology Ranking Criteria (final)

The provider will incorporate RRAC comments and concerns and comments provided by the department within two weeks of the workshop into the final technology ranking scheme.

Deliverable: Final report.

9. Priority List for Testing (final)

The provider will incorporate RRAC comments and concerns and comments provided by the department within two weeks of the workshop into the draft priority list.

Deliverable: Final report.

10. Innovative Systems Application Report (draft)

Based on the technology evaluation in sub-task A5, the provider will identify emerging and innovative technologies that have not matured or are not currently permitted by FDOH but rank high for consideration for testing. For up to five technologies, the provider will complete or assist the manufacturer if appropriate, in completing an innovative system application for acceptance by FDOH, for which field testing of Task B will be part of the proposed innovative system monitoring protocol.

Deliverable: Innovative system application (per technology, up to five).

11. Innovative Systems Application Report (final)

The provider will respond or assist the manufacturer in responding to any requests for additional information by the department in regard to the innovative system applications.

Deliverable: Additional information resulting in an innovative permit by the department (per technology if additional information is requested by the department, up to five).

12. Identification of Test Facility Sites (per agreement)

The provider will identify and evaluate potential sites for their suitability for establishing test centers. Among these potential sites will be the Gulf Coast Research and Education Center and the University of South Florida (USF) Lysimeter Station. Test facility site evaluations will include the feasibility of multiple treatment technology testing as well as the ability to monitor non-commingled subsurface plumes and the assessment of subsurface nitrogen fate and transport. Salient issues include space availability, site access, wastewater source of sufficient quantity and availability, subsurface hydrology, power supply, and security. The provider will establish agreements with the respective property owners for establishing and operating test centers on their land, and for ownership and continued use after project is completed.

Deliverable: Test Facility Site Agreement(s).

13. Passive Nitrogen Removal Study II Quality Assurance Project Plan (draft)

The provider will develop a draft QAPP that documents the objectives, experimental design, system operation, analytical methods, and sampling frequencies to be used in PNRS II. The objectives are to 1) directly address denitrification, which the provider proposes as the highest priority onsite nitrogen removal knowledge gap; 2) expand the

performance envelope for the innovative unsaturated filter media filters demonstrated in the PNRS I; 3) delineate TN removal capability of PNRS I media using pre-denitrification; 4) establish test systems that are close to full scale; 5) enable critical testing of a large number of systems to be completed within the first project year; 5) produce key data which can then be used directly for design of denitrification filters for subsequent full scale testing at home sites; 6) develop data for preliminary life cycle cost analysis and resource needs.

The experimental design is expected to consist of a battery of passive nitrogen removal treatment systems fabricated to evaluate salient design features of passive nitrogen removal systems including filter media, media stratification, surface loading rates, filter length, geometry, and aspect ratios, and unsaturated filter recycle for pre-denitrification and alkalinity recovery. The test configuration is anticipated to consist of a common wastewater feedstream, a suite of vertical unsaturated filters supplied by a common septic tank effluent (STE) feedstream, mixing of the unsaturated filter effluents to provide a common influent to the denitrification filters, a suite of horizontal saturated filters using lignocellulosic and sulfur reactive media and liquid carbon dosing as well as other system designs, and a means of final effluent disposal. The draft QAPP will address additives issues per Florida Administrative Code (FAC) Chapter 64E-6. The draft QAPP will propose where the test facility will be located and operated to determine nitrogen removal performance and optimize design variables.

Deliverable: Draft QAPP.

14. Recommendation for Process Forward

Based on the details agreed upon in the draft QAPP, the provider will develop a recommendation whether or not to proceed with the remainder of Task A as outlined below, or recommend an amendment to this contract, and present a revised cost estimate. This will include a recommendation on whether the USF Lysimeter Station should be renovated and utilized as a test facility for this project. Both the provider and FDOH shall reach a written agreement prior to moving forward with the remaining parts of Task A.

Deliverable: Meeting summary and recommended scope and budget revisions.

15. PNRS II Quality Assurance Project Plan (final)

The department will gather comments on the draft QAPP from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final QAPP to be approved by FDOH.

16. PNRS II Specification Reports

The provider will prepare procurement and assembly reports that document design and fabrication of the test systems, procurement of treatment system construction materials as well as the media for the filters, site preparation, instrumentation, and operational testing of the PNRS II systems.

Deliverables: Specification reports and as-built diagrams of the treatment systems tested as part of PNRS II.

17. Test Facility Design (50%)

The provider will design the test facility. Test facility 50% design submittal will include preliminary layout sketches and design concepts and criteria. Provisions for supporting the installation and operation of in-tank treatment systems or unsaturated groundwater monitoring systems, including supply of power, individual energy monitoring for each treatment system or treatment system sub-components, a common wastewater source at controllable flowrates, provision for effluent routing to soil treatment units, sampling collection and monitoring appurtenances, and staging of field analytical work and sampling will be included. If the USF Lysimeter Facility is recommended as a test facility, the renovations of the facility necessary for its continued use will be included in the design documents. The 50% design documents will be submitted to FDOH for review and comment. The department will provide comments within two weeks of receipt.

Deliverable: 50% design documents.

18. Test Facility Design (100%)

The provider and the department will agree on the design concepts based on review of the 50% design submittal. The provider will prepare a test facility 100% design submittal based on these concepts. The 100% design submittal will include all design details and technical specifications necessary to estimate construction cost. These documents will be submitted to FDOH for review and comment. The department will provide comments within two weeks of receipt.

Deliverable: 100% design documents.

19. Test Facility Design (Final)

In preparing the test facility final design submittal, the provider will include final revisions based on the review of the 100% design submittal. This will result in a set of signed and sealed contract documents suitable for obtaining competitive bids for facility construction.

Deliverable: Signed and sealed contract documents.

20. Test Facility construction bid acceptance

Provider will solicit bids, respond to bidder requests for information and prepare any necessary addenda. The provider will review bids for construction for completeness and conformance with contract documents. The provider will review qualified bids select a contractor for facility construction and contract with a contractor if the bid is within the amount allocated for construction in subtask A21-24 of this attachment or its amendments. If bids are above the allocated amount, the provider will notify the department immediately, justify why the costs are higher, and will not execute a sub-contract in excess of the current allotted funds prior to an approved amendment of the contract between the department and the provider. The provider will propose a contract amendment to increase funds or test facility design changes to decrease costs.

Deliverable: Contract with construction contractor.

21. Test Facility Construction (shop drawing review by provider)

The construction contractor will provide shop drawings that will be reviewed by the provider as necessary for conformance with the design concept and contract requirements.

Deliverable: Completed review of each shop drawing by provider as submitted to contractor.

22. Test Facility Construction (construction)

Provider will monitor facility construction as needed to monitor progress and conformance with design documents. This task will include the construction cost of the facility based on the accepted bid and any addenda. For budgeting purpose,, the provider and the department have assumed an arbitrary construction cost value in this scope and budget.

Deliverable: Construction Progress Report.

23. Test Facility Construction (substantial completion)

Provider will conduct one substantial completion site inspection to determine if the project is substantially complete. The inspection will result in the preparation of a punch list to be delivered to the contractor in writing for final completion.

Deliverable: Construction punch list.

24. Test Facility Construction (accept construction)

The provider will conduct one final inspection for the project to determine if the work has been completed in accordance with the contract documents and the punch list. Subsequent to this final inspection, the provider will recommend in writing final payment to the contractor and will make final payment to the subcontractor. The provider shall give written notice to FDOH that the work is complete. As-built drawings will then be developed by the provider for the facility.

Deliverable: As-built drawings of the test facility.

25. Sample Event Reports

The provider will provide sample event reports verifying operation of the test systems, flowrate monitoring, field parameter results, and chain of custody forms that document sample collection and delivery to the analytical laboratory. The number of events shall be determined in the QAPP and is subject to available funding.

Deliverables: Sampling event report.

26. Data Summary Reports

The provider will provide data reports that verify completion of analyses by an analytical laboratory and that include compiled data from field and analytical laboratory analyses in electronic and paper form.

Deliverables: Data Summary Reports (per event).

27. PNRS II Report (draft)

The provider will prepare a PNRS II report that includes PNRS II objectives, experimental methods, results, discussion, conclusions and recommendations. For each nitrogen reduction technology a technical description will be prepared that includes name, supplier, operating principles, salient physical description, flow sequence, pertinent design details, manufacturer or designer claims of treatment goals, and operating recommendations. The draft report will be provided to the department for comments from the department and other interested parties prior to submitting a final report.

Deliverable: Draft report.

28. PNRS II Report (final)

The department will gather comments on the draft report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final report.

29. Task A Final Report (draft)

The provider will submit a final report will summarize the results of the technology classification, ranking and prioritization efforts in Task A and provide recommendations for funding additional phases of the project. If warranted, this report will also recommend a revised priority list for testing of future systems.

Deliverable: Draft report.

30. Task A Final Report (final)

The department will gather comments on the draft report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final report.

Task B Field Testing of Technologies and Cost Documentation

The objectives of Task B are:

- Identify home sites and establish use agreements
- Establish vendor agreements
- Quality Assurance Project Plan
- Design and construct test facilities
- Install field systems at test facilities and home sites
- Operate and monitor field systems
- Compile results in report format
- Provide technical description of nitrogen removal technologies
- Acceptance of systems by homeowners
- Conduct Life Cycle Cost Analyses

- Final Report for Task B

Sub-tasks and Deliverables

1. Identification of Home Sites (per homeowner agreement)

The provider will identify individual homeowner sites for their suitability for establishing technologies for field evaluation. Criteria considered in the suitability will include homeowner willingness, site access, number of residents and continuousness of occupancy, power supply, security, location, adequate space, access for monitoring and maintenance, participation in previous or concurrent studies, and pre-existing treatment technologies. The provider will survey the homeowners and/or system users on use characteristics. Agreements will be established between homeowners and the provider for establishing and monitoring treatment systems. Written homeowner agreements will specify expected energy costs and the arrangements in regards to responsibility for application for permits, modifications, operation, maintenance, monitoring, inspections, removal or leaving the system in place at study termination. If a homeowner site will also be used for fate and transport studies (Task C), then access will be needed for monitoring equipment in the downgradient direction and lack of interference with other systems must be ascertained. Up to ten (10) homesites at various locations in Florida (e.g. Wekiva Study Area, Wakulla and south Florida) will be identified for testing under this task.

Deliverable: Written agreements between homeowner and provider, completed homeowner survey.

2. Vendor Agreement Report (per vendor agreement)

The provider will contact technology vendors to explain the testing project, to identify specifics of the technology offering and special considerations, to delineate to the vendor the arrangements by which testing will be conducted, to identify specific models to be tested, and to obtain a price quotation for purchase or ascertain vendor interest in donating a system. Vendors will agree to specifications that vendors will not be allowed to physically modify or manipulate equipment once installed. Any exceptions to this default policy will be fully documented. Up to 8 vendors will be identified for testing under this task.

Deliverable: Written agreements between vendor and provider. .

3. Quality Assurance Project Plan for Field Testing (draft)

A QAPP will be developed to document the objectives, specific systems for testing, and technology configurations that will be tested, operation of the systems, sampling and monitoring methodology and frequency, analytical parameters and methods, and data and document management. The monitoring program will develop performance data sets for total treatment systems and also for intermediate points such as aerobic treatment unit effluent or mixed aerobic effluent with STE and pre-denitrification. Monitoring of intermediate locations will provide data sets for separate evaluation of loading and performance for individual treatment components. The anticipated monitoring program will begin six weeks after startup and approximately 8 sample events per system will be conducted. Monitoring points will include septic tank effluent (STE), aerobic effluent (if applicable), and denitrification filter effluent (if applicable). Anticipated parameters for influent STE include TSS, cBOD5, TKN, NH4+, and NOx, as well as temperature, pH, alkalinity, dissolved oxygen and oxidation reduction potential.

Stage 1 and Stage 2 effluents will be monitored for the same parameters, with less frequent analyses for TSS and cBOD5. Lower frequency monitoring will be conducted as necessary for a number of parameters: total phosphorus, PO₄, and fecal coliform in STE, aerobic and denitrification effluents, SO₄ and H₂S in sulfur denitrification filter influent and effluent, and cBOD5 in lignocellulosic filter effluents.

The provider will develop a data management and storage template for cataloging and assessing performance data from disparate treatment systems and technology combinations and influent wastewater characteristics.

The selection of systems for testing will follow the recommendations developed in Task A. The provider will consider the use of and the addition of components to existing systems.

The exact sequencing of installations over the multi-year project will be established in the QAPP based on the priority list developed in Task A and refinements through the study.

Deliverable: A draft QAPP within three months of notice to proceed.

4. Recommendation for Process Forward (per meeting)

Based on the details agreed upon in the final QAPP, the provider will develop a revised cost estimate and recommendation as to the number of systems included in the initial and future funding phases and whether or not to proceed with the remainder of Task B as outlined below, or recommend an amendment to this contract. Both the provider and FDOH shall reach a written agreement prior to moving forward with Task B.

Deliverable: Meeting summary and recommended scope and budget revisions.

5. Quality Assurance Project Plan (final)

The department will gather comments on the draft QAPP from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final QAPP accepted by FDOH.

6. Field Systems Installation Report (per system)

The provider will submit existing system evaluations performed by individuals authorized by the department to perform such work, modifications, or new system permits as appropriate for the respective home sites and shall ensure proper permitting through the department for such permits. The provider will be, or will hire, an engineer of record for innovative or performance-based treatment system applications and identify the maintenance entity for each system. The provider will be responsible for individual field test systems to be purchased or fabricated and installed at individual homeowner sites. Field system installation will include providing all materials and assembly needed to produce a fully functional and working treatment system, including initial test evaluation and installation report. If necessary an existing system evaluation will be conducted per FAC Chapter 64E-6. The provider will ensure that operating permits and maintenance entity contracts for the system exist, as required by FDOH. The provider will address the event if one or several of the homeowners seek to withdraw from the program by

assisting with installing a replacement onsite wastewater system or fund system repair or maintenance.

Deliverable: Copy of final system permit including operating permit if necessary; detailed installation report, construction costs.

7. Field Systems Monitoring Report (per event)

Subject to details specified in the QAPP, the provider, in cooperation with the homeowner and the maintenance entity, will operate field technologies for a base period of up to 24 months and monitored for at least the following parameters: temperature, pH, alkalinity, DO, ORP, TKN, NH₃, NO_x, TSS, C-BOD₅. Additional parameters will be monitored less frequently for other parameters of interest (COD, TP, PO₄, fecal coliform, total enterococci, and SO₄ and H₂S for systems with sulfur-based denitrification).

The provider will submit deliverables after each monitoring event for the systems installed in Task B6, which will also include results for flowrate or treated volume, electricity and/or media use, field parameter results, chain of custody forms for samples delivered to analytical laboratory, analytical laboratory reports, and compiled results.

Deliverables: Monitoring reports in tabular form.

8. Field Systems Operation, Maintenance, and Repairs Report (per system)

The provider, in cooperation with the homeowner, maintenance entity, and county health department, will maintain copies of records of repairs, maintenance actions, inspection results and system observations. The provider will develop a report form for each entity and a summary report for each treatment system. Records will include date, description of repair and pertinent factors, and repair cost.

Deliverable: Report form for each system, summary report of observations.

9. Technical Description of Nitrogen Reduction Technology Report

The provider will develop a technical description for each nitrogen reduction technology studied, including information such as if the technology is vendor supplied or custom design, trade name, model number, unit specifications, purported operating principals, description of process flows and hydraulics, physical features including tanks, fixed film media, pumps, aerators, and other appurtenances, addition of chemicals or other materials, performance claims, observations, operational experience and measured performance during the study. The report will include a brief description of nitrogen removal processes and factsheets for each nitrogen removal system studied.

Deliverable: Draft and final nitrogen reduction technology report.

10. Acceptance of System by Owner Report (per system)

At the conclusion of system monitoring, a homeowner acceptance document will be provided that transfers complete ownership and operational responsibility of the system to the homeowner. In the event the homeowner does not desire to keep the study systems, the funds from Task B6 will be utilized to restore the system to its original condition.

Deliverable: Acceptance of System by Owner Report.

11. Life Cycle Cost Analysis draft (template and user guidelines)

The provider will develop a Life Cycle Cost Analysis (LCCA) template, with the PNRS I LCCA as a starting point and will summarize the features of the template in a user guidelines document. Costs will be expressed in a variety of ways, such as uniform annual cost, cost effectiveness of nitrogen removal, marginal cost effectiveness of additional treatment components etc. The analysis will include equipment, material and installation costs for treatment systems, recurrent costs for energy, maintenance, repair, permitting and monitoring, and replacement of materials such as reactive media or electron donor supply for denitrification. Materials costs include the purchase cost and delivery cost of vendor systems, or costs to purchase and prepare materials and media for custom designed systems. Use of a common LCCA template will enable all nitrogen removal technologies to be evaluated on an equivalent basis, and will be useful for future systems that are not evaluated within this project. In developing the template, the provider will illustrate its use with existing data, such as developed as part of Task A, the Keys Onsite Wastewater Nutrient Reduction Systems study or the information obtained from homeowners surveyed during this task.

Deliverable: Draft LCCA template and user guidelines.

12. Life Cycle Cost Analysis final (template and user guidelines)

The department will gather comments on the draft LCCA from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final LCCA template and user guidelines.

13. Life Cycle Cost Analysis Report (per system)

Based on the LCCA Template, the provider will conduct an LCCA analysis for each nitrogen reduction technology evaluated during field testing using actual purchase prices, installation cost estimates, and operational costs records.

Deliverable: LCCA Report (per system tested) including cost analysis.

14. Task B Final Report (draft)

The provider will develop a final report that will summarize the results of the Task B evaluations of treatment technologies, including an aggregation of technology reports and LCCA completed over the course of the study. The report will provide summary recommendations for deploying the tested technologies to meet the objectives of the Florida Onsite Nitrogen Removal Strategy. The report will include the data on which it is based, in tabular form.

Deliverable: Draft Task B Final Report.

15. Task B Final Report (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Task B Final Report.

Task C. Evaluation of Nitrogen Reduction Provided by Soils and Shallow Groundwater

The objectives of Task C are:

- Critical characterization of nitrogen reduction in Florida soils and groundwater
- Develop Quality Assurance Project Plan
- Establish a controlled test facility
- Identify home sites and make use agreements
- Instrument field systems at test facility and home sites
- Operate and monitor field systems
- Compile data in report format
- Close-out of home sites and controlled test facility
- Provide Final Report for Task C

Sub-tasks and Deliverables

1. Literature Review (draft)

The provider will review available literature to assess the current status of knowledge related to nitrogen fate and transport in saturated and unsaturated soils. Literature from other fields (e.g. agriculture, agronomy, hydrogeology, soil science, environmental science, ecology, biosystems engineering) will be reviewed for its application to OSTDS in Florida. Particular focus will be placed on studies that have measured and documented denitrification rates in soil and groundwater. This review will expand on the literature review on denitrification in soil performed for the department's Wekiva study and a complementary literature review, recently completed by the Colorado School of Mines. Results of the literature reviewed in this task will be added to the searchable literature reference database established in Task A.

Deliverable: Draft literature review and updated reference database.

2. Literature Review (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final report and updated reference database.

3. Quality Assurance Project Plan for field and test center sites (draft)

The provider will develop a QAPP to document Task C objectives and the monitoring framework for field sites. Information gained during the literature review conducted as part of Task D will be incorporated, as appropriate, into the monitoring framework to ensure data required for model inputs will be collected. The monitoring framework will encompass the "Observational Approach" to allow information obtained in the field and during other tasks (e.g., Task D2, D7, D10, etc.) to be utilized to direct subsequent monitoring. The QAPP will describe the number and type of homeowner systems to be monitored, sample frequency and duration, analytical parameters and methods, data handling and management, and document control.

Attachment I

It is anticipated that each site will be monitored to delineate the OSTDS effluent quality, hydraulic and nitrogen loading rates to the soil, and potential groundwater impacts. Flow meters will be installed as needed to determine actual soil loading rates. Shallow piezometers will be installed within the soil treatment unit and downgradient of the system to evaluate nitrogen fate and transport. Tracer tests using a conservative tracer will be conducted to determine connectivity of the OSTDS-vadose zone-groundwater system as well as evaluate subsurface travel times. Water quality analyses will be conducted on all field samples and will include temperature, total nitrogen, ammonium nitrogen, nitrate-nitrogen, and chloride. Less frequent analyses will be conducted on samples as necessary and will include pH, alkalinity, cBOD₅, total phosphorus, anions, cations, fecal coliform, and E. coli. Should a total nitrogen plume be identified from an OSTDS, additional piezometers may be installed to enable further hydrogeologic characterization affecting fate and transport (i.e., groundwater velocity, hydraulic gradient) and assessment of nitrogen concentrations over time. This field monitoring framework will enable evaluation of the current nitrogen reduction in soil and groundwater and provide input to parameter selection for Task D. Results will also enable validation and verification of simple models developed and refined as described in Task D.

It is anticipated that at least two subsurface monitoring sites will be established at each of three dispersed locations in Florida to provide geographical variety. Example candidate locations are the Wakulla area (north Florida), the Wekiva area (central Florida), and a south Florida site to be determined. It is anticipated that four monitoring events will be conducted at each site. Sites will be selected and monitored to encompass a range of conditions affecting nitrogen mass loading to the environment and the resulting groundwater concentrations. Site selection will be leveraged, to the extent possible, with Task B to enable complete evaluation of the onsite system from STE through nitrogen treatment units and including soils. The key conditions of importance will be the hydraulic loading rate of effluent to the soil, and the effluent quality discharged to the soil.

It is anticipated that a test center will also be established in this task to provide performance evaluations of multiple wastewater treatment systems; systems that will provide a broad range of nitrogen removal capabilities. The subsequent application of treated effluent to soil treatment and dispersal units will result in separate, non-commingled plumes which can be used for monitoring of nitrogen fate and transport in the subsurface. Subsurface monitoring will be used to develop data sets for nitrogen fate and transport for parallel systems receiving widely varying nitrogen concentrations. Subsurface sites at the test center will be monitored for a variety of parameters at different frequencies, including pH, alkalinity, DO, ORP, TKN, NH₃, NO_x, C-BOD₅, TP, PO₄, fecal coliform, and total enterococci. Duration and frequency of monitoring at each of the sites will be specified in the QAPP.

Deliverables: Draft QAPP for field sites and test center.

4. Recommendation for Process Forward

Based on the details agreed upon in the draft QAPP, the provider will develop a revised cost estimate and a recommendation whether or not to proceed with the remainder of Task C as outlined below, or recommend an amendment to this contract. Both the provider and FDOH shall reach a written agreement prior to moving forward with Task C.

Deliverable: Meeting summary and recommended scope and budget revisions.

5. Quality Assurance Project Plan (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final QAPP acceptable to FDOH.

6. Home Site Selection (per homeowner agreement)

Candidate homeowner sites will be identified by the provider for subsurface monitoring activities. FDOH permit information will be gathered by the provider as available on candidate sites, and a system inspection and evaluation conducted on selected sites. Monitoring at the sites will be used to assess the current level of nitrogen reduction obtained by Florida soils, to assess groundwater impacts due to conventional and nitrogen removal systems, and to provide data for parameter estimation, and verification and validation of models developed in Task D. Sites will be monitored by the provider to encompass a range of conditions affecting nitrogen mass loading to the environment and the resulting groundwater concentrations. Specifically, key conditions of importance will be the hydraulic loading regime (e.g., trench vs. drip), the rate of effluent discharged to the soil, the effluent quality (e.g. BOD, nitrogen) discharged to the soil, and the density of OSTDS. Factors considered during site selection include homeowner amenability, site access, occupancy, system age, type of system and daily household flow. While numerous subtleties exist between individual OSTDS, monitoring a range of these key conditions and factors will enable comparison of sites.

Agreements will be established with homeowners by the provider for establishing monitoring systems. It is anticipated that up to eight (8) homeowner sites will be identified for potential inclusion in the study. Task B7 will establish which of these will be included for monitoring.

Deliverable: Homeowner agreement.

7. Instrumentation of Home Sites Report (per site)

The QAPP will document the objectives, monitoring framework, sample frequency and duration and analytical methods to be used at the home sites. Instrumentation of the sites, in accordance with the QAPP, will include providing all materials and assembly needed to establish the monitoring framework at each home site, and will be performed by the provider. An installation report will be provided by the provider for each of up to six (6) individual home sites describing the monitoring system.

Deliverable: Installation report.

8. Monitoring Report (per sampling event, per site)

The monitoring framework will be described in the QAPP including number of sampling points at each site, sampling frequency and duration, and analytical parameters. Monitoring reports, based on the QAPP framework, will be provided that describe site conditions and interim sample results (i.e., compiled data from field and analytical laboratory analyses).

Deliverable: Monitoring report.

9. Draft Site Summary and Close-out Report (each site)

The provider will summarize the observations for each site, including site conditions, onsite system characteristics and soil and ground water concentrations and conditions found.

At the conclusion of home site monitoring, the provider will submit homeowner acceptance documents to the department that either ownership and responsibility of monitoring points will be transferred to the homeowner (e.g., piezometers) or all monitoring points will be removed by the provider and the site shall be returned to its original configuration.

A report will be provided to the department to document close-out of each home site. The draft close-out reports will be submitted to FDOH for review and comment.

Deliverable: Draft Site Close-out report.

10. Final Site Close-Out Report (per site)

Comments will be provided by the department within two weeks of receipt and the provider will prepare a final close-out report.

Deliverable: Final site close-out report acceptable to FDOH.

11. Test Facility Design (50%)

The Gulf Coast Research & Education Center of the University of Florida (or other location) will be evaluated by the provider for suitability for establishing a controlled test site for side-by-side evaluation of multiple soil treatment unit regimes and the resulting nitrogen groundwater fate and transport. This task will be leveraged with tasks B and D.

The provider will design the test facility. The Test facility 50% design submittal will include preliminary layout sketches and design concepts and criteria. Provisions for supporting installation, operation, and monitoring of treatment systems and groundwater plumes, including controllable dosing flowrates, effluent quality, soil hydraulic loading rates, and staging for field efforts. The monitoring framework will support evaluation of time and spatial variations of soil treatment and groundwater plume configurations (e.g. groundwater flow velocity, concentrations, etc.). Provisions will be made for supporting the installation and operation of in-tank treatment systems or unsaturated groundwater monitoring systems, including supply of power, individual energy monitoring for each treatment system or treatment system sub-components, a common wastewater source at controllable flowrates, provision for effluent routing to soil treatment units, sampling collection and monitoring appurtenances, and staging of field analytical work and sampling will be included.

The 50% design documents will be submitted to FDOH for review and comment. Comments will be provided by the department within two weeks of receipt.

Deliverable: 50% design documents.

12. Test Facility Design (100%)

The provider and the department will agree on the concepts based on review of the 50% design submittal. The provider will prepare the test facility 100% design submittal based on these concepts. The 100% design submittal will include all design details and technical specifications necessary to estimate construction cost. These documents will be submitted to FDOH for review and comment. Comments will be provided by the department within two weeks of receipt.

Deliverable: 100% design documents.

13. Test Facility Design (Final)

In preparing the test facility final design submittal, the provider will include final revisions based on the review of the 100% design submittal. This will result in a set of signed and sealed contract documents suitable for obtaining competitive bids for facility construction.

Deliverable: Signed and sealed contract documents.

14. Test Facility construction bid acceptance

Provider will solicit bids, respond to bidder requests for information and prepare any necessary addenda. Bids for construction will be reviewed for completeness by the provider and conformance with contract documents. Qualified bids will be reviewed by the provider and a contractor will be selected by the provider for facility construction. The provider will contract with a contractor if the bid is within the amount budgeted in this attachment or its amendments.

If bids are above the allocated amount, the provider will notify the department immediately, justify why the costs are higher, and will not execute a sub-contract in excess of the current allotted funds prior to an approved amendment of the contract between the department and the provider. The provider will propose a contract amendment to increase funds or test facility design changes to decrease costs.

Deliverable: Contract with construction contractor.

15. Test Facility Construction (shop drawing review)

The construction contractor will provide shop drawings that will be reviewed by the provider as necessary for conformance with the design concept and contract requirements.

Deliverable: Completed review of each shop drawing by provider as submitted to contractor.

16. Test Facility Construction (construction)

Provider will monitor facility construction as needed to monitor progress and conformance with design documents. This task budget will include the construction cost of the facility based on the accepted bid and any addenda. For budgeting purposes, the provider and the department have assumed an arbitrary construction cost value in this scope and budget.

Deliverable: Construction Progress Report.

17. Test Facility Construction (substantial completion)

Provider will conduct one substantial completion site inspection to determine if the project is substantially complete. The inspection will result in the preparation of a punch list to be delivered to the contractor in writing for final completion.

Deliverable: Construction punch list.

18. Test Facility Construction (accept construction)

The provider will conduct one final inspection for the project to determine if the work has been completed in accordance with the contract documents and the punch list. Subsequent to this final inspection, the provider will recommend in writing final payment to the contractor and will make final payment to the subcontractor. Written notice shall be provided to FDOH that the work is complete. As-built drawings will then be developed by the provider for the facility.

Deliverable: As-built drawings of the test facility.

19. Monitoring Reports (per system sampling event)

The monitoring framework will be described in the QAPP including number of sampling points for each plume, sampling frequency and duration, and analytical parameters. Monitoring reports, based on the QAPP framework, will be provided that describe site conditions and interim sample results (i.e., compiled data from field and analytical laboratory analyses). A brief description of the monitoring progress as well as field assessment for Task D model parameter estimation, model verification and validation will also be included.

Deliverable: Monitoring report.

20. Test Facility Closeout Report

At the conclusion of controlled test site monitoring, the provider will submit an acceptance document to the department that documents transfer of ownership and complete responsibility of test site infrastructure to the owner. A report will be provided to document close-out of the site.

Deliverable: Test Facility Closeout Report.

21. Task C Final Report (draft)

The final report will summarize results of Task C activities on nitrogen reduction in Florida soil and shallow groundwater. The report will include task objectives, methods, results, discussion, conclusions and recommendations.

Deliverable: A draft report will be provided for comment prior to submittal of the final report.

22. Task C Final Report (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final report.

Task D Nitrogen Fate and Transport Modeling

The objectives of Task D are:

- Literature review on fate and transport models
- Quality Assurance Project Plan
- Space time variable aquifer model with simplified soil treatment
- Development-scale aquifer model creation and calibration
- Space time variable model with complex soil treatment
- Development-scale model with aquifer and soil treatment
- Uncertainty analysis
- Validate and refine models using data from Task C
- Develop decision making framework
- Final Report for Task D

Sub-tasks and Deliverables

1. Literature Review of Nitrogen Fate and Transport Models (draft)

A literature review will be conducted to determine the current practice for modeling nitrogen fate and transport in soils and ground-water. Particular attention will be paid to data gathered from the Task C literature reviews that have relevance to model parameterization of nitrogen fate and transport. If feasible, sensitivity analysis will be conducted based on previous work for conditions relevant to Florida soil and hydrology to help direct Task C monitoring and future modeling efforts.

Currently available models for nitrogen fate and transport will be reviewed, and the hydraulic and transport/transformation parameters for the models and estimation tools that the provider deems to be applicable, will be summarized so that a plan for fieldwork can begin to be developed at an early stage in the project. Existing available models specific to OSTDS or similar source types will be included in this review to determine the appropriate starting point for model development for this project.

Results of the literature reviewed in this task will be added to the searchable literature reference database established in Task A.

Deliverable: Draft literature review and updated reference database.

2. Literature Review of Nitrogen Fate and Transport Models (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final literature review and updated reference database.

3. Selection of Existing Data Sets for Calibration Report

The provider will select data from existing sites in Florida or elsewhere to evaluate the performance of a soil and aquifer model, and will provide recommendations for future

data collection efforts for subsequent model calibration. The sites shall have information on a nitrogen plume, and data will be obtained via document review and by working with FDOH.

Deliverable: Brief memo describing calibration data sets.

4. Quality Assurance Project Plan Nitrogen Fate and Transport Models (draft)

A detailed QAPP will be drafted describing the sub-tasks to be completed in Task D. The overall goal will be to develop a model representing soil and shallow groundwater that is capable of predicting nitrogen concentrations at a specified location downgradient of an OSTDS source and determining nitrogen loadings/mass flux at a specified location. A simplified, user friendly modeling approach (e.g., programmed Microsoft Excel spreadsheet) will be employed that includes parameters that model the dominant soil and hydraulic factors that influence nitrogen reduction. The development of the fate and transport model will be accompanied with a parallel assessment of soil characterization at individual sites that provide data for model parameterization and calibration (Task C). The Florida soils classification system is one potential source of soil characterization data that could be used for a simple estimation of unsaturated zone transport.

The development of a model can include several steps from the concept over implementation of a mathematical model, assurance of numerical accuracy (code verification), adjustment of model parameters to best match a real world experimental data set (calibration), comparison of predictions from a calibrated model to different experimental data (model validation or verification), analysis of the effect of uncertainty in model parameter values on model results or of uncertainty and variability in data sets on calibrated parameter values (sensitivity analysis) and adjustments of the concept, mathematical, or calibrated model to better represent observations (model redesign) can be potentially a never-ending circular process as new data become available for comparison over time. The QAPP will describe how model development will proceed from the literature review, initial model development, calibration to existing data, model verification with other existing data or data gathered during this study, and model redesign to a final model product. It will also describe how the developed models and sensitivity analyses can guide data gathering efforts (in particular for task C), provide insights into nitrogen behavior in the environment, and provide a framework for decision making.

The final product of Task D is anticipated to be a simplified site scale model that predicts nitrogen concentration and mass flux at selected distances downgradient from the source loading location. Comparisons of this modeling approach with the results of non-steady state models and complex soil models will characterize the limitations of this model. The model will be a combination of a simple soil model and averaged aquifer model. The simple soil model will predict nitrogen reduction in unsaturated soil and the loading of nitrogen to the aquifer at the groundwater table surface. The simplified soil model may take the form of a simple algorithm or correlation that predicts nitrogen reduction as a function of such unsaturated soil characteristics as grain size distribution, water content and organic matter. The aquifer model will likely be time averaged and predict nitrogen concentration and attenuation with distance from the source. Input information includes the direction of groundwater flow at the average groundwater flow velocity and organic matter content. Model parameter values will be derived from calibration for Florida locations using data from Task C and suggested model parameters will be provided.

Deliverable: Draft Task D QAPP.

5. Recommendation for Process Forward (per meeting)

Based on the details agreed upon in the final QAPP, the provider will develop a recommendation whether or not to proceed with the remainder of Task D as outlined below, a revised cost estimate, or recommend an amendment to this contract. Both the provider and FDOH shall reach a written agreement prior to moving forward with Task D.

Deliverable: Meeting summary and recommended scope and budget revisions.

6. Quality Assurance Project Plan Nitrogen Fate and Transport Models (final)

The department will gather comments on the draft QAPP from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final QAPP acceptable by FDOH.

7. Simple Soil Model Development

This model will use a simple classification approach for soil treatment of nitrogen based on prior research. A soil classification model will be adapted (such as developed by D. Otis for the Wekiva study) or developed. A more detailed model for soil treatment will be developed in a subsequent task (subtask D15), however, a simple soil treatment model will allow aquifer model development to proceed much sooner, and is expected to be easier to use for many sites where detailed information for such a soil treatment model is not available.

Deliverable: Simple Soil Model Specification memo.

8. Non-steady state aquifer model with simple soil model

A non-steady state aquifer model will be developed, possibly by revising an existing model, to simulate nitrogen concentrations and mass flux in space and time from a single OSTDS source, or a surface area that can be estimated as a single OSTDS source. The simple soil model from D7 will be linked to this model, and it is anticipated that aerial nitrogen input and loading will depend on factors such as pretreatment, recharge, soil conditions, and property size. Model development will be based on information gained in the literature review.

Deliverable: Brief modeling memo and model in electronic format (e.g., Microsoft Excel spreadsheet).

9. Aquifer model with averaged output with simple soil model

A model will be developed, possibly by revising the model developed in Task D8, to produce averaged output predictions for nitrogen concentration or mass flux.

Deliverable: Brief modeling memo and model in electronic format.

10. Multiple source aquifer model

A model will be developed, possibly by revising an existing model, to simulate nitrogen concentrations and mass flux in space and time from several OSTDS in a development-scale area.

Deliverable: Brief modeling memo and model in electronic format.

11. Calibrate non-steady state aquifer model to existing data sets

The models will be initially calibrated using existing data sets from Florida or other sites identified during subtask 3. The aquifer model performance will be evaluated using measures of difference between available actual field data and model results,. By comparing predictions from a calibrated model to another data set, this task may result in verification of the model. Experience during calibration or sensitivity analysis of the model will likely be useful to better understand the quality and quantity of data required to enable a rigorous calibration using data from Task C.

Deliverable: Model calibration memo.

12. Calibrate aquifer model with averaged output to existing data sets

The aquifer model will be calibrated using existing data sets based on metrics such as average concentration in the plume or mass flux crossing a boundary.

Deliverable: Model calibration memo.

13. Calibrate multi-source aquifer model to existing data sets

The aquifer model will be calibrated using existing data from a development-scale plume, based on metrics such as average concentration in the plume or mass flux crossing a boundary.

Deliverable: Model calibration memo.

14. Complex Soil Model

The complex soil model will be based on unsaturated soil transport mechanisms, and based on Florida-specific soil and climate data, but still incorporated into a simplified approach (e.g., programmed into a Microsoft Excel spreadsheet) useable by most practitioners with basic training. For example, the complex soil model may incorporate a field-capacity/mass-balance approach for water flow similar to that used by the Yucca Mountain project to estimate infiltration, which addresses the capacity of soil to store water and tracks water entering and leaving the soil. The soil treatment module would enable estimation of site-specific soil treatment in the vadose zone, and model output will be the loading at the water table to the aquifer models. Development of the complex soil treatment module will be further described in the QAPP.

Deliverable: Complex Soil Model specification memo.

15. Non-steady state aquifer model with complex soil model

The complex soil-treatment model from D14 will be interfaced with the non-steady state aquifer model. Development of the non-steady state aquifer model based on a complex soil treatment module will be further described in the QAPP.

Deliverable: Brief modeling memo and model in electronic format.

16. Aquifer model with averaged output, with complex soil model

The complex soil-treatment model will be interfaced with the averaged aquifer model. Development of the averaged aquifer model based on a complex soil treatment module will be further described in the QAPP.

Deliverable: Brief modeling memo and model in electronic format.

17. Multi-source aquifer model, with complex soil model

The complex soil-treatment model will be interfaced with the averaged aquifer model, taking into account numerous OSTDS in an area.

Deliverable: Brief modeling memo and model in electronic format.

18. Calibrate non-steady state and averaged aquifer and complex soil model to existing data sets

Aquifer model performance will be evaluated using available actual field data and rigorous calibration techniques for the integrated soil-treatment/aquifer model. By comparing predictions from a calibrated model to another data set, this task may result in verification of the model. Experience during calibration or sensitivity analysis of the model will likely be useful to better understand the quality and quantity of data required to rigorously calibrate the model (Task C).

Deliverable: Model calibration memo.

19. Calibrate multi-source aquifer model and complex soil model to existing data sets

Aquifer model performance will be evaluated using data from a development-scale plume and rigorous calibration techniques for the integrated soil treatment/aquifer model.

Deliverable: Model calibration memo.

20. Uncertainty Analysis for Non-Calibrated Models

A methodology will be developed whereby the developed models can be used for decision making even if sufficient site-specific data does not exist to calibrate the model. Probability-based ranges for model input parameters will be used to generate probable model outcomes, providing planners with the option of using the most probable model outcome in the decision making process, or the model outcome that would lead to a more conservative or liberal decision as the specific case warrants. To the extent possible (without precluding model-performance evaluation of the aquifer model in year 1), model uncertainty and sensitivity analyses will be conducted.

Deliverable: Uncertainty analysis memo.

21. Validate/Refine non-steady state aquifer model with data collection from Task C

Aquifer model performance will be evaluated using ground-water data collected from Task C and rigorous calibration techniques. The calibration procedure will be an iterative process and may suggest revisions in the data collection plan or in the model itself.

Deliverable: Model validation memo.

22. Validate/Refine complex soil model with data collected from Task C

Soil treatment model performance will be evaluated using field data collected from Task C (soil, vadose zone, shallow water table) and rigorous calibration techniques. The calibration procedure will be an iterative process and may suggest revisions in the data collection plan or in the model itself.

Deliverable: Model validation memo.

23. Uncertainty analysis for calibrated models

The uncertainty in results produced by calibrated models (e.g., nitrogen concentration or mass flux) will be characterized based on factors such as range in calibrated parameter set values that result in similar agreement between model results and data, model-parameter correlation and bias, and the potential for different parameter combinations to achieve the same agreement between model results and data.

Deliverable: Model uncertainty analysis memo.

24. Validate/Refine non-steady state aquifer, complex soil model with Data Collected from Task C

Soil/aquifer integrated model performance will be evaluated using site-scale field data collected from Task C and rigorous calibration techniques. The calibration procedure will be an iterative process and may suggest revisions in the data collection plan or in the model itself.

Deliverable: Model validation memo.

25. Decision-Making Framework Considering Uncertainty

A methodology will be developed based on the results of subtask 20 to describe how planners can include the uncertainty associated with both calibrated and non-calibrated models in the decision-making process.

Deliverable: Modeling decision-making memo.

26. Validate/Refine multi-source aquifer model, complex soil model with data collected from Task C

Soil/aquifer integrated model performance will be evaluated using development-scale plume field data collected from Task C and rigorous calibration techniques. The calibration procedure will be an iterative process and may suggest revisions in the data collection plan or in the model itself.

Deliverable: Model validation memo.

27. Task D Final Report (draft)

The draft final report will be developed to summarize the results of the Task D modeling development.

Deliverable: Draft Task D Report.

28. Task D Final Report (final)

The department will gather comments on the draft final report from RRAC and any other interested parties and transmit such comments to the provider within one month of receiving the draft. The provider will address these comments in preparing final deliverables within one month of receiving comments.

Deliverable: Final Task D Report.

Task E Project Management, Coordination and Meetings

The objectives of Project management, coordination and meetings are:

- Conduct project kickoff meeting
- Prepare progress reports
- Make presentations to RRAC and TRAP
- Conduct PAC meetings

Sub-tasks and Deliverables

1. Project Kick-Off Meeting (conference call)

The provider will hold a project kick-off meeting to establish contact information, routes of communication, points of contact, and administrative procedures. A list of attendees, contact information sheet and meeting minutes will be produced by the provider.

2. PM - Project Progress Reports (per monthly report)

A monthly progress report will be provided that summarizes the general status of each task, progress during the reporting period, activities planned in the next reporting period, and any issues, problems or decisions with significant effect on project implementation. This task includes time for the project manager, for project team and Program Coordination, Subcontract maintenance, project financial analysis, and invoicing.

3. RRAC Meetings (per meeting)

Twice a year the provider shall present project result updates to the RRAC. The department can request additional presentations to the RRAC or TRAP in writing as warranted by work progress or other requirements.

4. Project Advisory Committee Meetings (per meeting)

Project Advisory Committee (PAC) meetings will be held at least once per year or more frequently as requested by the department to evaluate the strategic direction of the project, review project activities and reports, provide technical review, and make comments and recommendations on project activities. The provider will submit to the department for each review meeting a summary report that documents PAC review .

Task F. Other Services

Other subtasks, including deliverables and prices, may be defined and added to this contract by amendment. These subtasks shall be within the general scope of the original Invitation to Negotiate leading to this contract. Criteria to initiate an amendment will include: either RRAC direction or changes in funding and/or direction by the Legislature, and agreement between the department and the provider. Any amendments shall be prospective, and the provider shall not

perform the revised tasks until the amendment has been fully executed. All task amendments shall be within the scope of the original Invitation to Negotiate.

b) Task Limits

Services are limited to the contract specifications and the availability of funds.

The provider shall not perform any tasks related to the project other than those described in Section B, Manner of Service Provision, Paragraph 1(a), Task List without the express written consent of the department.

2. Staffing Requirements

a) Staffing levels

Provider will have at least one project manager and a qualified person to do field work available on staff. The provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the department determines that the provider's staffing levels do not conform to those promised in the proposal, it shall advise the provider in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The provider shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's contract manager will exercise exclusive judgment in this matter.

b) Professional Qualifications

Qualifications shall include evidence of either work experience or training in sampling of water quality.

c) Staffing Changes

If such staff ceases to be available, provider may substitute staff with equivalent qualifications, provided that the substitute shall be trained on the project by the provider, and the department is given two weeks notice of such a change and the provider's plan for the transition.

d) Subcontractors

Subcontractors may be used by the provider; their role shall be described in the associated QAPP documents.

3. Service Location and Equipment

a) Service Location

Field work shall be performed in the State of Florida. Analytical work and data analysis shall be performed in the field, at the laboratory, or office locations as chosen by the provider, and subject to the associated QAPP documents.

b) Service Delivery Location

Services listed under Section B, Manner of Service Provision, Paragraph 1(a), Task List will be delivered at the following location:

Department of Health, Division of Environmental Health
Bureau of Onsite Sewage Programs
4052 Bald Cypress Way, Bin #A-08
Tallahassee, Florida 32399-1713

c) Change in Location

Upon any change in location, provider shall report to the department within two weeks of such a change and the provider's plan for the transition. All changes in location must be approved by the department.

d) Equipment

The provider and its subcontractors will be responsible for supplying, at its own expense, either directly or indirectly, all equipment necessary to perform, conduct, and complete the contract including, but not limited to, computers, telephones, copiers, fax machines, sampling equipment, supplies and maintenance, as well as needed office supplies. Liability for the use of equipment shall be exclusively the domain of the provider. See the provisions in the standard contract for liability.

4. Deliverables

a) Service Unit

See Section B, Manner of Service Provision, Paragraph 1(a), Task List for list of deliverables and the associated tasks.

b) Reports

The provider shall provide an expenditure report for the project together with the final invoice. The expenditure report shall include date, amount, recipient, and category of expenditures.

c) Records and Documentation

Copies of deliverables shall be kept at the provider's office in electronic and paper format. Field records shall be kept at the provider's office in the format they were obtained. See the provisions of the standard contract for length of record keeping.

5. Performance Specifications

a) Outcomes and Outputs

Outcomes shall be measured in service tasks as specified in Section B, Manner of Service Provision, Paragraph 1(a), Task List. The deliverables will be evaluated for accuracy and percentage completed.

b) Monitoring and Evaluation Methodology

The department shall monitor performance of the provider by review of the deliverables and by attending at least one of the sampling events to observe if sampling procedures outlined in the QAPP are followed. Any observed shortcomings shall be noted to and resolved by the provider.

6. Provider responsibility

All unique activities that the provider is responsible for are outlined in this contract under section B, Manner of Service Provision, Paragraph 1(a), Task List.

7. Department responsibility

The department has final authority over approving quality acceptability of service deliverables. The department reserves the right to renegotiate or terminate this contract if the performance standards are not satisfactorily met.

The department shall facilitate review of QAPP, other deliverables, and reports.

Department staff shall also perform one contract monitoring evaluation to demonstrate that the terms of the contract are met.

C. METHOD OF PAYMENT

1. Payment Clause.

This is a fixed price (unit cost) contract. The department shall pay the provider, upon satisfactory completion of the services outlined in the Attachment I of this contract in accordance with the terms of this contract for a total dollar amount not to exceed \$4,999,999.00, subject to the availability of funds. There shall be no equipment budget. The purchase of any equipment is the responsibility of the provider as are any cost overruns.

Fixed Price Presentation

Deliverables, listed in Section B, Manner of Service Provision, Paragraph 1(a), Task List., developed during completion of the tasks described in Section B, Manner of Service Provision, Paragraph 1(a), Task List shall be paid according to the schedule on the following pages:

This space left blank.

TASK NO.	Task	Per Deliverable Subtotal	No. of Deliverables								Total Cost								
			Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Total
A	Task A: Technology Selection & Prioritization	\$608,999	3	2	7	7	1	2	37	4	\$18,247	\$17,958	\$101,040	\$86,742	\$2,884	\$14,384	\$314,854	\$52,892	\$608,999
A.1	A.1 Draft Literature Review Report	\$13,796			1						\$0	\$0	\$13,796	\$0	\$0	\$0	\$0	\$0	\$13,796
A.2	A.2 Final Literature Review Report	\$6,092				1					\$0	\$0	\$0	\$6,092	\$0	\$0	\$0	\$0	\$6,092
A.3	A.3 Draft Classification of Technologies Report	\$12,831			1						\$0	\$0	\$12,831	\$0	\$0	\$0	\$0	\$0	\$12,831
A.4	A.4 Draft Technology Ranking Criteria Report	\$10,096			1						\$0	\$0	\$10,096	\$0	\$0	\$0	\$0	\$0	\$10,096
A.5	A.5 Draft Priority List for Testing Report	\$14,859			1						\$0	\$0	\$14,859	\$0	\$0	\$0	\$0	\$0	\$14,859
A.6	A.6 Technology Classification, Ranking and Prioritization Workshop	\$18,243				1					\$0	\$0	\$0	\$18,243	\$0	\$0	\$0	\$0	\$18,243
A.7	A.7 Final Classification of Technologies Report	\$5,044				1					\$0	\$0	\$0	\$5,044	\$0	\$0	\$0	\$0	\$5,044
A.8	A.8 Final Technology Ranking Criteria Report	\$7,944				1					\$0	\$0	\$0	\$7,944	\$0	\$0	\$0	\$0	\$7,944
A.9	A.9 Final Priority List for Testing Report	\$7,787				1					\$0	\$0	\$0	\$7,787	\$0	\$0	\$0	\$0	\$7,787
A.10	A.10 Draft Innovative Systems Applications Report (per technology, up to five)	\$7,192						2	3		\$0	\$0	\$0	\$0	\$0	\$14,384	\$21,575	\$0	\$35,959
A.11	A.11 Final Innovative Systems Applications Report (per technology, up to five)	\$8,344							5		\$0	\$0	\$0	\$0	\$0	\$0	\$41,720	\$0	\$41,720
A.12	A.12 Identification of Test Facility Sites (per agreement)	\$2,538	2								\$5,077	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,077
A.13	A.13 Draft QAPP PNRS II	\$13,171	1								\$13,171	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,171
A.14	A.14 Recommendation for Process Forward (per meeting)	\$6,237		1							\$0	\$6,237	\$0	\$0	\$0	\$0	\$0	\$0	\$6,237
A.15	A.15 Final QAPP PNRS II	\$4,496			1						\$0	\$0	\$4,496	\$0	\$0	\$0	\$0	\$0	\$4,496
A.16	A.16 PNRS Specification Reports	\$28,762			1	1					\$0	\$0	\$28,762	\$28,762	\$0	\$0	\$0	\$0	\$57,524
A.17	A.17 Test Facility Design 50%	\$11,721		1							\$0	\$11,721	\$0	\$0	\$0	\$0	\$0	\$0	\$11,721
A.18	A.18 Test Facility Design 100%	\$16,201			1						\$0	\$0	\$16,201	\$0	\$0	\$0	\$0	\$0	\$16,201
A.19	A.19 Test Facility Design Final	\$12,871				1					\$0	\$0	\$0	\$12,871	\$0	\$0	\$0	\$0	\$12,871
A.20	A.20 Test Facility Accept Bid	\$2,884					1				\$0	\$0	\$0	\$0	\$2,884	\$0	\$0	\$0	\$2,884
A.21	A.21 Test Facility Shop Drawing Review (per dwg)	\$898							10		\$0	\$0	\$0	\$0	\$0	\$0	\$8,980	\$0	\$8,980
A.22	A.22 Test Facility Construction	\$56,857							1		\$0	\$0	\$0	\$0	\$0	\$0	\$56,857	\$0	\$56,857
A.23	A.23 Test Facility Construction Substantial Completion	\$2,884							1		\$0	\$0	\$0	\$0	\$0	\$0	\$2,884	\$0	\$2,884
A.24	A.24 Test Facility Accept Construction	\$2,884							1		\$0	\$0	\$0	\$0	\$0	\$0	\$2,884	\$0	\$2,884
A.25	A.25 Sample Event Reports (per event)	\$20,126							8		\$0	\$0	\$0	\$0	\$0	\$0	\$161,008	\$0	\$161,008
A.26	A.26 Data Summary Report (per event)	\$2,368							8		\$0	\$0	\$0	\$0	\$0	\$0	\$18,946	\$0	\$18,946
A.27	A.27 Draft PNRS II Report	\$22,110								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,110	\$22,110
A.28	A.28 Final PNRS II Report	\$12,054								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,054	\$12,054
A.29	A.29 Draft Task A Final Report	\$12,384								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,384	\$12,384
A.30	A.30 Task A Final Report	\$6,343								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,343	\$6,343
B	Task B: Field Testing of Technologies	\$973,147	0	0	3	6	6	7	15	33	\$0	\$0	\$9,415	\$17,021	\$43,444	\$39,906	\$499,670	\$363,692	\$973,147
B.1	B.1 Identification of Home Sites (per homeowner agreement)	\$3,138			3	3	2	2			\$0	\$0	\$9,415	\$9,415	\$6,277	\$6,277	\$0	\$0	\$31,383
B.2	B.2 Vendor Agreement Report (per vendor agreement)	\$2,535				3	3	2			\$0	\$0	\$0	\$7,606	\$7,606	\$5,071	\$0	\$0	\$20,282
B.3	B.3 Draft QAPP for Field Testing	\$29,562					1				\$0	\$0	\$0	\$0	\$29,562	\$0	\$0	\$0	\$29,562
B.4	B.4 Recommendation for Process Forward (per meeting)	\$6,237						1			\$0	\$0	\$0	\$0	\$0	\$6,237	\$0	\$0	\$6,237
B.5	B.5 Final QAPP Field Testing	\$10,414						1			\$0	\$0	\$0	\$0	\$0	\$10,414	\$0	\$0	\$10,414
B.6	B.6 Field Systems Installation Report (per system)	\$43,057							8		\$0	\$0	\$0	\$0	\$0	\$0	\$344,452	\$0	\$344,452
B.7	B.7 Field Systems Monitoring Report (per event)	\$24,599							6	6	\$0	\$0	\$0	\$0	\$0	\$0	\$147,594	\$147,594	\$295,188
B.8	B.8 Field Systems Operation, Maintenance and Repairs Report (per system)	\$7,050								8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,398	\$56,398
B.9	B.9 Technical Description of Nitrogen Reduction Technology Report	\$14,801								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,801	\$14,801
B.10	B.10 Acceptance of System by Owner Report (per system)	\$3,758								8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,066	\$30,066
B.11	B.11 LCCA Template Report (draft template and user guidelines)	\$11,908						1			\$0	\$0	\$0	\$0	\$0	\$11,908	\$0	\$0	\$11,908
B.12	B.12 LCCA Template Report (final template and user guidelines)	\$7,624							1		\$0	\$0	\$0	\$0	\$0	\$0	\$7,624	\$0	\$7,624
B.13	B.13 LCCA Report (per system)	\$4,576								8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,611	\$36,611

TASK NO.	Task	Per Deliverable Subtotal	No. of Deliverables								Total Cost									
			Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Total	
B.14	B.14 Draft Task B Final Report	\$51,435								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51,435	\$51,435	
B.15	B.15 Task B Final Report	\$26,788								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,788	\$26,788	
C	Task C: Evaluation of Nitrogen Reduction by Soils & Shallow GW	\$1,921,383	0	2	4	4	6	3	38	43	\$0	\$14,601	\$64,841	\$27,408	\$119,505	\$95,815	\$728,995	\$870,219	\$1,921,383	
C.1	C.1 Draft Literature Review on Nitrogen Reduction in Soil Report	\$11,300			1						\$0	\$0	\$11,300	\$0	\$0	\$0	\$0	\$0	\$0	\$11,300
C.2	C.2 Final Literature Review on Nitrogen Reduction in Soil Report	\$6,900				1					\$0	\$0	\$0	\$6,900	\$0	\$0	\$0	\$0	\$0	\$6,900
C.3	C.3 Draft QAPP Evaluation of N Reduction by Soils & Shallow GW	\$38,940			1						\$0	\$0	\$38,940	\$0	\$0	\$0	\$0	\$0	\$0	\$38,940
C.4	C.4 Recommendation for Process Forward (per meeting)	\$5,907				1					\$0	\$0	\$0	\$5,907	\$0	\$0	\$0	\$0	\$0	\$5,907
C.5	C.5 Final QAPP Evaluation of N Reduction by Soils & Shallow GW	\$9,190						1			\$0	\$0	\$0	\$0	\$9,190	\$0	\$0	\$0	\$0	\$9,190
C.6	C.6 Home Site Selection (per homeowner agreement)	\$7,301		2	2	2	2				\$0	\$14,601	\$14,601	\$14,601	\$14,601	\$0	\$0	\$0	\$0	\$58,404
C.7	C.7 Instrumentation of Home Sites Report (per site)	\$34,622						2	2		\$0	\$0	\$0	\$0	\$69,244	\$69,244	\$69,244	\$0	\$0	\$207,732
C.8	C.8 Monitoring Report (per sampling event, per site)	\$28,017							12	12	\$0	\$0	\$0	\$0	\$0	\$0	\$336,200	\$336,200	\$672,400	
C.9	C.9 Draft Site Summary and Close-Out Report (per site)	\$13,686								6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,114	\$82,114	
C.10	C.10 Final Site Close-Out Report (per site)	\$4,489								6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,936	\$26,936	
C.11	C.11 Test Facility Design 50%	\$26,471						1			\$0	\$0	\$0	\$0	\$26,471	\$0	\$0	\$0	\$0	\$26,471
C.12	C.12 Test Facility Design 100%	\$26,571							1		\$0	\$0	\$0	\$0	\$0	\$26,571	\$0	\$0	\$0	\$26,571
C.13	C.13 Test Facility Design Final	\$21,207							1		\$0	\$0	\$0	\$0	\$0	\$0	\$21,207	\$0	\$0	\$21,207
C.14	C.14 Test Facility Accept Bid	\$8,464							1		\$0	\$0	\$0	\$0	\$0	\$0	\$8,464	\$0	\$0	\$8,464
C.15	C.15 Test Facility Shop Drawing Review (per dwg)	\$3,288							15		\$0	\$0	\$0	\$0	\$0	\$0	\$49,320	\$0	\$0	\$49,320
C.16	C.16 Test Facility Construction	\$132,229							1		\$0	\$0	\$0	\$0	\$0	\$0	\$132,229	\$0	\$0	\$132,229
C.17	C.17 Test Facility Construction Substantial Completion	\$23,681							1		\$0	\$0	\$0	\$0	\$0	\$0	\$23,681	\$0	\$0	\$23,681
C.18	C.18 Test Facility Accept Construction	\$11,523							1		\$0	\$0	\$0	\$0	\$0	\$0	\$11,523	\$0	\$0	\$11,523
C.19	C.19 Monitoring Report (per system sampling event)	\$19,282							4	16	\$0	\$0	\$0	\$0	\$0	\$0	\$77,128	\$308,514	\$385,642	
C.20	C.20 Test Facility Close-Out Report	\$14,921								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,921	\$14,921	
C.21	C.21 Draft Task C Final Report	\$69,891								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$69,891	\$69,891	
C.22	C.22 Task C Final Report	\$31,644								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,644	\$31,644	
D	Task D: Nitrogen Fate and Transport Models	\$784,606	0	1	2	2	2	2	8	11	\$0	\$15,533	\$47,279	\$11,545	\$19,921	\$37,061	\$239,278	\$413,989	\$784,606	
D.1	D.1 Draft Literature Review on Nitrogen Fate & Transport Model Report	\$15,533		1							\$0	\$15,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,533
D.2	D.2 Final Literature Review on Nitrogen Fate & Transport Model Report	\$5,211				1					\$0	\$0	\$0	\$5,211	\$0	\$0	\$0	\$0	\$0	\$5,211
D.3	D.3 Selection of Existing Data Set for Calibration Report	\$15,092			1						\$0	\$0	\$15,092	\$0	\$0	\$0	\$0	\$0	\$0	\$15,092
D.4	D.4 Draft QAPP N Fate and Transport Models	\$32,187			1						\$0	\$0	\$32,187	\$0	\$0	\$0	\$0	\$0	\$0	\$32,187
D.5	D.5 Recommendation for Process Forward (per meeting)	\$6,334				1					\$0	\$0	\$0	\$6,334	\$0	\$0	\$0	\$0	\$0	\$6,334
D.6	D.6 Final QAPP N Fate and Transport Models	\$15,657						1			\$0	\$0	\$0	\$0	\$15,657	\$0	\$0	\$0	\$0	\$15,657
D.7	D.7 Simple Soil Model Development	\$4,263						1			\$0	\$0	\$0	\$0	\$4,263	\$0	\$0	\$0	\$0	\$4,263
D.8	D.8 Non-Steady State Aquifer Model, Simple Soil Model	\$17,053							1		\$0	\$0	\$0	\$0	\$0	\$17,053	\$0	\$0	\$0	\$17,053
D.9	D.9 Aquifer Model with Averaged Output, Simple Soil Model	\$20,008							1		\$0	\$0	\$0	\$0	\$0	\$20,008	\$0	\$0	\$0	\$20,008
D.10	D.10 Multi-Source Aquifer Model	\$22,835							1		\$0	\$0	\$0	\$0	\$0	\$0	\$22,835	\$0	\$0	\$22,835
D.11	D.11 Calibrate Non-Steady State Aquifer Model to Existing Data Sets	\$34,034							1		\$0	\$0	\$0	\$0	\$0	\$0	\$34,034	\$0	\$0	\$34,034
D.12	D.12 Calibrate Aquifer Model with Averaged Output to Existing Data Sets	\$11,635							1		\$0	\$0	\$0	\$0	\$0	\$0	\$11,635	\$0	\$0	\$11,635
D.13	D.13 Calibrate Multi-Source Aquifer Model to Existing Data Sets	\$22,835							1		\$0	\$0	\$0	\$0	\$0	\$0	\$22,835	\$0	\$0	\$22,835
D.14	D.14 Complex Soil Model Development	\$63,937							1		\$0	\$0	\$0	\$0	\$0	\$0	\$63,937	\$0	\$0	\$63,937
D.15	D.15 Non-Steady State Aquifer Model, Complex Soil Model	\$27,401							1		\$0	\$0	\$0	\$0	\$0	\$0	\$27,401	\$0	\$0	\$27,401
D.16	D.16 Aquifer Model with Averaged Output, Complex Soil Model	\$12,943							1		\$0	\$0	\$0	\$0	\$0	\$0	\$12,943	\$0	\$0	\$12,943
D.17	D.17 Multi-Source Aquifer Model, Complex Soil Model	\$12,943								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,943	\$12,943	
D.18	D.18 Calibrate Non-Steady State Aquifer Model, Complex Soil Model to Existing Data Sets	\$16,481								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,481	\$16,481	

TASK NO.	Task	Per Deliverable Subtotal	No. of Deliverables								Total Cost								
			Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	YR 2	YR 3	Total
D.19	D.19 Calibrate Multi-Source Aquifer Model, Complex Soil Model to Existing Data Sets	\$16,481								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,481	\$16,481
D.20	D.20 Uncertainty Analysis for Non-Calibrated Models	\$43,659								1	\$0	\$0	\$0	\$0	\$0	\$0	\$43,659	\$0	\$43,659
D.21	D.21 Validate/Refine Non-Steady State Aquifer Model with Data Collection from Task C	\$65,925								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,925	\$65,925
D.22	D.22 Validate/Refine Complex Soil Model with Data Collected from Task C	\$65,053								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,053	\$65,053
D.23	D.23 Uncertainty Analysis for Calibrated Models	\$33,128								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,128	\$33,128
D.24	D.24 Validate/Refine Non-Steady State Aquifer, Complex Soil Model with Data Collected from Task C	\$66,257								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,257	\$66,257
D.25	D.25 Decision-Making Framework Considering Uncertainty	\$44,753								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,753	\$44,753
D.26	D.26 Validate Refine Multi-Source Aquifer Model, Complex Soil Model with Data Collected from Task C	\$65,385								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,385	\$65,385
D.27	D.27 Draft Task D Final Report	\$18,160								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,160	\$18,160
D.28	D.28 Task D Final Report	\$9,424								1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,424	\$9,424
E	Task E: Project Management, Coordination, and Meetings	\$711,864	2	1	1	1	2	2	15	45	\$17,022	\$9,298	\$9,298	\$9,298	\$21,030	\$28,589	\$154,332	\$462,996	\$711,864
E.1	E.1 Project Kick-Off Meeting (conference call)	\$7,724	1						0	0	\$7,724	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,724
E.2	E.2 PM-Project Progress Reports (per monthly report)	\$9,298	1	1	1	1	1	1	12	36	\$9,298	\$9,298	\$9,298	\$9,298	\$9,298	\$9,298	\$111,576	\$334,728	\$502,092
E.3	E.3 RRAC Meetings (per meeting)	\$11,732					1		2	6	\$0	\$0	\$0	\$0	\$11,732	\$0	\$23,465	\$70,394	\$105,590
E.4	E.4 PAC Meetings (per meeting)	\$19,291						1	1	3	\$0	\$0	\$0	\$0	\$0	\$19,291	\$19,291	\$57,874	\$96,457
F	Task F: Other																		
		TOTAL COST ESTIMATE																	
PROJECT TOTALS		\$4,999,999									\$35,269	\$57,390	\$231,872	\$152,013	\$206,785	\$215,754	\$1,937,128	\$2,163,787	\$4,999,999
PROJECT YEARLY TOTALS																\$899,083	\$1,937,128	\$2,163,787	\$4,999,999

2. Invoice Requirements.

The provider shall submit an invoice to the contract manager at the address listed in the department's standard contract on a monthly basis using the form of Attachment III within 30 days following the end of the period for which payment is being requested. Payment shall be authorized only for service tasks on the invoice that are in accord with the above list and other terms and conditions of this contract. Documentation of completion of service tasks shall be submitted to the contract manager prior to, or with the invoice. Partially completed tasks may be invoiced and paid based on the percentage of the service task completed.

D. SPECIAL PROVISIONS

1. Contract Renewal

Upon mutual agreement, the department and the provider may renew the contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds. The total cost for the contract under the first renewal will not exceed \$4,999,999.00 and the second renewal will not exceed \$4,999,999.00.

2. Documentation

Provider is required to maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit I attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

1. allowable under the contract and applicable laws, rules and regulations;
2. reasonable; and
3. necessary in order for Provider to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and Provider will timely comply with any requests for documentation.

This is the end of text.