

Georgia Department of Natural Resources
Environmental Protection Division

2 Martin Luther King, Jr. Drive, Suite 1456, Atlanta, Georgia 30334
Judson H. Turner, Director
(404) 656-4713

MAY 11 2015

Mr. James Moore
Deputy Director - Stormwater
City of Griffin, Stormwater Division
100 South Hill Street
Griffin, Georgia 30223

RE: Contract for Section 319(h) FY14 Grant - Element 12
City of Griffin
"A.Z. Kelsey Avenue Ecosystem Restoration Project"


Dear Mr. Moore:

Enclosed are two copies of the Contract with the City of Griffin for the "A.Z. Kelsey Avenue Ecosystem Restoration" project. Please sign, notarize and return both copies to:

Harriet Bryant
Georgia EPD Nonpoint Source Program
Grants Unit
2 Martin Luther King, Jr. Drive
Suite 1462
Atlanta, Georgia 30334

After signature by my office, we will send you a fully executed original. If you have any questions or concerns regarding the contract, please contact Ms. Bryant at 404-651-8525.

Regards,


Judson H. Turner
Director

JHT:hb

Enclosures

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia DNR EPD has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number or E-Verify Number

Date of Authorization

Legal Name of Contractor

Legal Address of Contractor with City, State, and Zip Code

Name of Project

Contract or PO Number

Contract or PO Amount

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

CONTRACT
WITH
CITY OF GRIFFIN
FOR

A. Z. Kelsey Avenue Ecosystem Restoration Project, Cabin Creek Watershed

SECTION 319(h) FY2014 GRANT - ELEMENT 12

STATE OF GEORGIA

COUNTY OF FULTON

THIS CONTRACT is made and entered into as of this _____ day of _____, 2015 by and between the Environmental Protection Division of the Department of Natural Resources, State of Georgia (hereinafter called the "Division") and City of Griffin, Stormwater Division (hereinafter called the "Contractor"), whose address is 100 South Hill Street, Griffin, Georgia 30223. The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WITNESSETH:

WHEREAS, the Division is acting pursuant to the Georgia Water Quality Control Act, O.C.G.A. §§12-2-4, 12-2-6, and 12-2-7, and;

WHEREAS, the Division desires to engage the Contractor to render certain technical services hereafter described in connection with an undertaking (hereinafter referred to as the "Project") which is expected to be partially financed under Section 319(h) of the Federal Water Pollution Control Act Amendments of 1987.

NOW, THEREFORE, for and in consideration of the valuable and mutual benefits flowing to each party as hereinafter appear below, the parties mutually agree as follows:

1. Employment of Contractor. The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to provide the services hereafter set forth in connection with the Project of the Division under the Environmental Protection Agency Grant.

2. Scope of Service. The Contractor shall perform in a satisfactory and proper manner, as determined by the Division, the scope of services identified in Appendix A, hereby made a part of this Contract by reference.

3. Data to be Furnished to the Contractor. All information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the Division, and the Division shall cooperate with the Contractor in every way possible in carrying out the work.

4. Personnel.

(a) The Contractor represents that it has, or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Division or any State Agency.

(b) All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this Contract shall be subcontracted without the prior approval of the Contract Administrator.

5. Time of Performance. The services of the Contractor are to commence as soon as practicable after the effective date of this agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all the services hereunder shall be completed by September 30, 2016.

6. Compensation. The Division agrees to pay the Contractor a sum not to exceed three hundred eighty-four thousand dollars (\$384,000) total.

7. In-kind Match. The Contractor will contribute a minimum of four hundred thirty three thousand, (\$433,000) or the equivalent of 52% of the total project cost, whichever is less, in services or cash contributions toward the performance of services described in Appendix A to this contract.

8. Maintenance of Records and Quarterly Reports. The Contractor agrees to be responsible for directing and accounting for the participating parties contributions. The Contractor shall record costs incurred in performing the services described in Appendix A to this contract and shall record all in-kind services for submission to the Division. The Contractor shall submit at a minimum of quarterly a request for payment and an accounting of costs and matching funds to the Contract Administrator, which will consist of canceled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents, etc.

9. Method of Payment. The Division will pay to the Contractor the amount set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services herein. Such sum will be paid in the manner set forth in Appendix B, hereby made a part of this Contract by reference, subject to receipt of an invoice from the Contractor and a brief progress report specifying that it has performed the work under this Contract in conformance with the Contract and that it is entitled to receive the amount requisitioned under the terms of the Contract.

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$384,000 for all the services required herein.

10. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have

the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Division, become the property of the Division and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Division from the Contractor is determined.

11. Termination for Convenience. The Division may terminate this Contract at any time for good reason by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 10 above shall, at the option of the Division, become its property. If this Contract is terminated as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Paragraph 10 hereof relative to termination shall apply.

12. Changes. The Division may, from time to time, require changes including any increases or decreases in the amount of Contractor's compensation, which are mutually agreed upon by and between the Division and the Contractor, and shall be incorporated in written amendments to this Contract.

13. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the Contract Administrator.

14. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under the Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed or contracted with.

15. Identification of Documents and Projects. All construction or demonstration projects, reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block) containing the name of the Division:

"The preparation of this report, map, document, project, etc., was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended."

Together with the month and year, the document was prepared and credit being given to the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

16. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

17. General Conditions. All covenants, agreements and stipulations in Part 31 Appendix A of Subchapter B, Title 40, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency and the Division

are applicable to and enforceable against the Contractor. Allowable costs will be determined in accordance with the cost principles in OMB Circular A-87.

18. Applicable Law. The parties agree that this agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

19. The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

20. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.

21. If the Contractor is a nonprofit contractor as defined in O.C.G.A. Section 50-20-2, then the Contractor agrees to comply with the provisions of O.C.G.A. Sections 50-20-1 through 50-20-8, and in particular, the requirements of O.C.G.A. Section 50-20-3, and with such further instructions as the State of Georgia may subsequently require in the implementation of said provisions.

22. In carrying out its obligations under this Contract, the Contractor is acting as an independent contractor and is responsible for full performance in accordance with the Contract terms and conditions.

23. The parties to this Agreement certify that the provisions of law prohibiting full and part-time appointive officials and employees of the State from engaging in certain transactions affecting the State contained in O.C.G.A. Sections 45-10-20 through 45-10-28 have not and will not be violated in any respect in regard to this Agreement.

24. The Contract represents the sole and complete understanding of the terms of this agreement between the parties hereto and may be amended, changed or modified only by a written document signed by the parties hereto.

25. This contract is being funded with a grant from the U.S. Environmental Protection Agency (USEPA). It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated "Fair Share" percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises (DBE).

The Contractor agrees to ensure to the fullest extent possible that at least 13.7% Minority Business Enterprise (MBE) and 7% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black college and universities.

The Contractor agrees to include in its bid documents this 13.7% and 7% "Fair Share" percentage.

To evaluate compliance with the "Fair Share" policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:

- 1) Including qualified minority women's businesses on solicitation lists;
- 2) Assuring that minority and women's businesses are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women's businesses;
- 4) Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women's businesses;
- 5) Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
- 6) Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs 1 through 6 of this section.

The documentation of the six steps must be detailed in order to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE's/WBE's solicited, if advertised in newspaper show proof and indicate name of paper.

The Contractor is required to submit semiannual reports of total contract expenditures to the Division, which includes a separate total for MBE/WBE utilization. This information should be mailed to the following address:

Harriet Bryant, Contract Administrator
NonPoint Source Program
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive, Suite 1462
Atlanta, Georgia 30334

26. Drug Free Workplace.

(a). If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, or marijuana during the performance of this contract.

(b). If the Contractor is an entity other than an individual, it hereby certifies that: 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this; and 2. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (contractor's name, subcontractor's name) certifies to the contractor that a drug-free workplace will be provided to the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3".

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect, acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

ENVIRONMENTAL PROTECTION DIVISION

CITY OF GRIFFIN

BY: _____
Judson H. Turner
Director

BY: _____

Notary Public

Section 319(h) FY2014 Grant Element 12

1. **Project Title:** A.Z. Kelsey Avenue Ecosystem Restoration Project, Cabin Creek Watershed

2. **Lead Organization:** **Name:** City of Griffin, Stormwater Division
 Address: 100 South Hill Street
 City, GA Zip: Griffin, GA 30223
 Phone: 770-229-6424
 Fax: 678-692-0390

Primary Contact: **Name:** James Moore
 Title: Deputy Director - Stormwater
 Organization: City of Griffin, Stormwater Division
 Address: 100 South Hill Street
 City, GA Zip: Griffin, GA 30223
 Phone: 770-229-6424
 Fax: 678-692-0390
 E-mail: jmoore@cityofgriffin.com

Project Start Date: July 2015

Project End Date: September 2016

Federal Amount: \$384,000

Match Amount: \$433,000

Total Project Amount: \$817,000

3. **Project Goals:**

The Kelsey Avenue Ecosystem Restoration Project will accomplish multiple ecosystem restoration goals. Project goals are:

- 1) Fulfill implementation of USEPA's Nine Elements of Watershed Planning that are incorporated into the Cabin Creek Watershed Protection Plan.
- 2) Address nonpoint sources of pollution by reducing the sediment loads that are entering Cabin Creek from the project area.
- 3) Improve the quality of stream habitat within the project area.
- 4) Reduce peak flows in the stream where restoration activities are proposed.

4. **Project Background:**

Activities proposed as part of the 319 grant

The City of Griffin, Georgia (City) is requesting funding assistance through this 319 grant application to construct 970 feet of stream restoration and replace two undersized culverts that are within the same stream reach. The stream restoration effort and culvert replacement are critical components of the ecosystem restoration project planned by the City in the vicinity of A. Z. Kelsey Avenue and N. 3rd Street. More specifically, the stream restoration will meander through the grounds of the A. Z. Kelsey Academy and provide an improved environment and

educational resource for the school. On a larger scale, the stream is a major tributary to Cabin Creek, and is within the Cabin Creek (HUC 030701031104) watershed (**Figure 1**). Wastewater discharge from the Cabin Creek Wastewater Treatment Plant occurs at approximately 0.8 miles downstream of the project area, on the main stem of Cabin Creek.

The Cabin Creek Watershed Protection Plan (Tetra Tech 2012) recommends a variety of watershed improvement projects, including stream restoration, that can help improve the quality of streams in the Cabin Creek watershed above and beyond what can be achieved through BMPs alone (which are required to be implemented as a condition of the NPDES permit). The stream restoration and culvert replacement that are proposed as part of this 319 project will be constructed concurrently with two stormwater BMPs (dry detention and bioretention) that are recommended in the Watershed Protection Plan. The BMPs are **not** included as part of this 319 grant application, but will add support to the project by providing treatment and detention of stormwater runoff before it enters the stream. Through a combination of stream restoration, dry detention, bioretention and properly sized conveyance channels, the proposed project will reduce sediment and nutrient loads entering Cabin Creek while simultaneously reducing peak flows. Components of the effort to meet these objectives will include streambank grading, native vegetation, floodplain benches, natural channel structures, varied flow regimes, properly sized culverts or spans bridges, dry detention, and bioretention.

The designs for the stream restoration, the culverts, and the BMPs are integrated into a single plan set and will be constructed together to form a comprehensive ecosystem restoration project. A conceptual design is provided in **Figure 2**. The design phase of the ecosystem restoration is **not** included as part of this 319 grant application.

The Cabin Creek Watershed

The project area is located about 0.8 stream miles south of the confluence with Cabin Creek as shown in **Figure 1**.

The Georgia EPD lists Cabin Creek on its draft 2012 Clean Water Act 303(d) list of impaired streams that do not meet their designated uses. Cabin Creek is on the not supporting list for its designated use of fishing. Two criteria were violated — biota (due to sediment) and fecal coliform. The TMDL for biota calls for a 51.1% reduction in sediment load in Cabin Creek and the TMDL for Fecal Coliform calls for a 64% reduction.

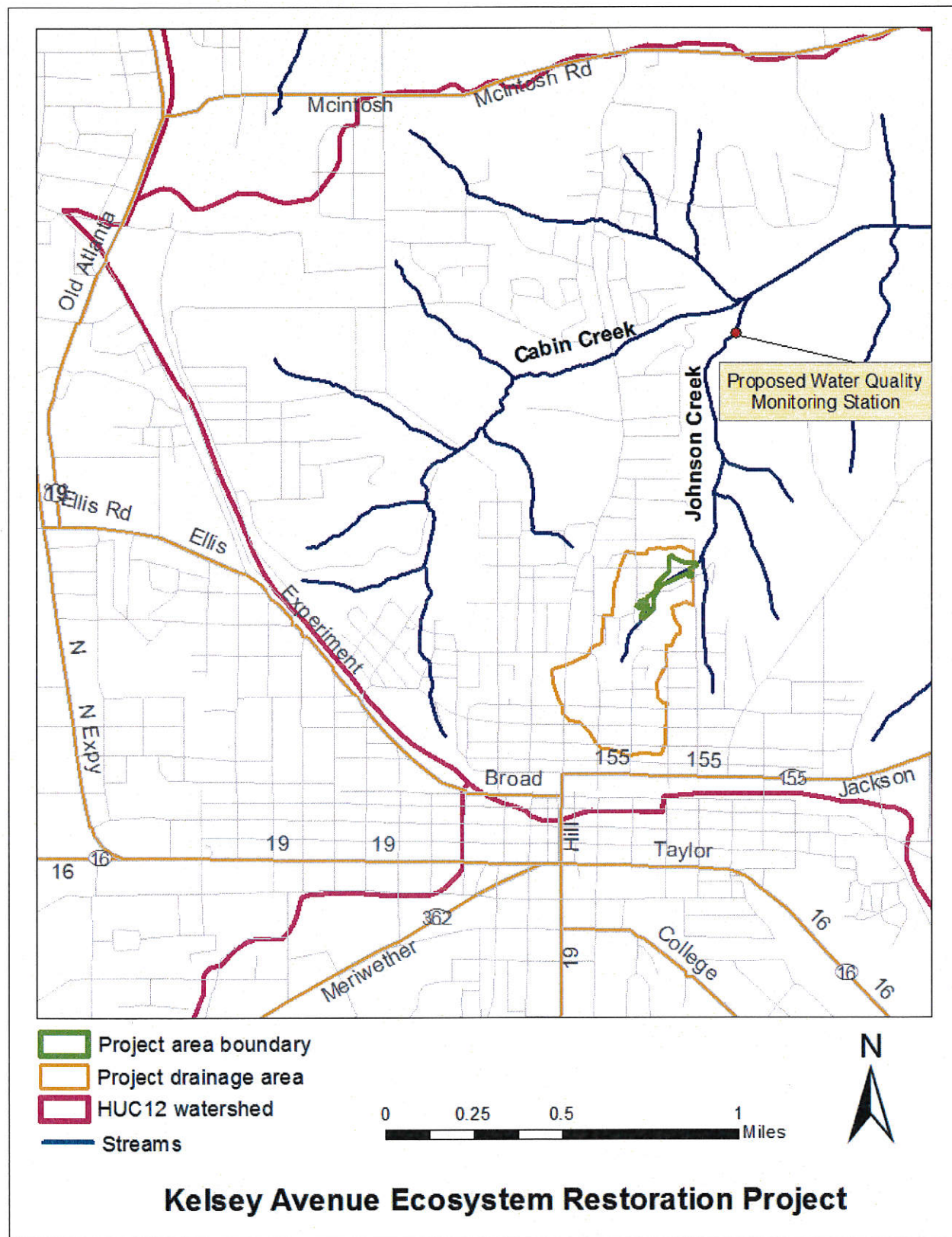


Figure 1. Project Location in the Cabin Creek Watershed

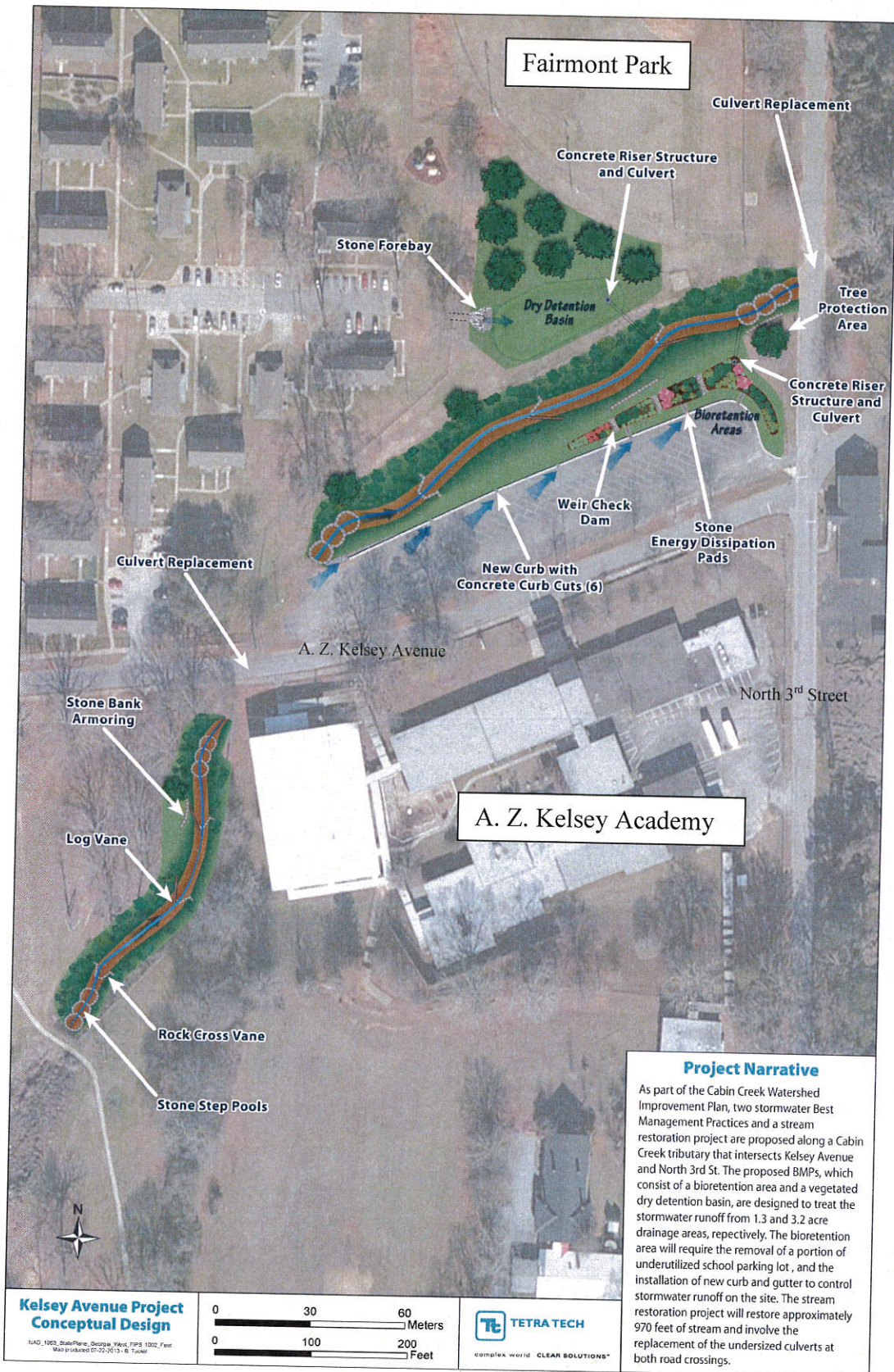


Figure 2. Conceptual Design for the A. Z. Kelsey Avenue Ecosystem Restoration Project

Support for Other On-going Projects

1. Community Revitalization

For the past three years, the Housing Authority of the City of Griffin has been working alongside the Spalding County Collaborative Authority for Families and Children to address the serious challenges facing Spalding County's Children and Families and Public Housing Residents, by acting as community change agents. This collaborative effort has facilitated organizational partnerships, engaged grassroots leaders and residents, and began implementation of programs and activities for the purpose of creating an environment to stimulate change that will sustain housing and environmental improvements within the target community; in other words, affordable, quality and environmentally friendly housing. These efforts, referred to as the Educational Prosperity Initiative/Zones, are focused on the geographical area defined as the Old Fairmont High /Historical Rosenwald School, Moore Elementary School & Kelsey Academy/Middle School district, one of the poorest contiguous communities in Griffin. The Kelsey Avenue Ecosystem Restoration project is located at the center of this community revitalization project, and will help to improve the social, environmental, and educational conditions and opportunities in this area.

The Educational Prosperity Initiative/Zones was formed in July 2012 and meets monthly at Fairmont Community Center. Since that time, several programs and activities through various partnerships have emerged. The Housing Authority has provided \$300,000 for use over the next two years to pay for community programs and services.

Southern Crescent Technical College is committed to providing General Equivalence Diploma (GED) classes to residents of the Fairmont community. The University of Georgia has agreed to provide eight educational programs for Fairmont residents at an estimated cost of \$160,656.

In the immediate vicinity of the project area, the Fairmont Heritage Park Community Garden has been constructed (Photo 1).

Also in the immediate vicinity of the project area is one of the historic Rosenwald Schools that is going to be restored and turned into an African American cultural center. Ancillary buildings surrounding the school will be demolished and turned into open space, reducing impervious area in the watershed. Julius Rosenwald was a philanthropist most famous for the more than 5,000 "Rosenwald schools" he established throughout the South for poor, rural black youth, and the 4,000 libraries he added to existing schools. The network of new public schools subsequently



Photo 1. Community Garden



Photo 2. Rosenwald School

employed more than 14,000 teachers. In 1927, Rosenwald received a special gold medal from the William E. Harmon Awards for Distinguished Achievement in Race Relations for his contributions to the education of black youth.

Adjacent BMPs

The City of Griffin will construct two stormwater BMPs simultaneously with the stream restoration that is proposed for this project. These BMPs are depicted in the concept plan in Figure 2. They will serve to treat and infiltrate, and detain stormwater runoff from surrounding urban land use before it enters the restored stream.

A vegetated, dry stormwater detention pond will be constructed on the left bank (north side) of the creek in a flat grassed area to the southwest of a baseball field at Fairmont Park, a Spalding County parks and recreation facility. The pond will detain and treat stormwater runoff from 3.18 acres of urban land use. The basin will be excavated to provide an 18" detention depth that will discharge through a concrete riser structure and culvert to the restored creek elevation. A rip-rap forebay will be installed to provide pre-treatment, and the basin will be planted with native grasses adapted to withstand temporary ponding and occasional mowing.

A bioretention area will be constructed on the right bank (south side) of the stream restoration reach, in the northeast corner of the A. Z. Kelsey Academy main parking lot, to treat stormwater runoff from 1.31 acres of urban land use. This construction includes the removal of over 9,000 sq.ft. of asphalt, which will reduce impervious area adjacent to the stream. Runoff from the parking lot will enter the four-cell bioretention area via several curb cuts and a grassed pre-treatment swale, and discharge from the BMP through a concrete riser-structure and culvert to the stream. Bioretention landscaping will include native plantings of woody shrubs and herbaceous perennials.

2. Ordinance Review to Support Green Infrastructure

The City of Griffin is currently conducting an ordinance review to (1) identify current code provisions and practices that either support or present barriers to green infrastructure (GI) in new development and redevelopment, and (2) identify code changes that can address barriers and strengthen opportunities for GI implementation. Tetra Tech, the consultant for this project is working closely with the City to characterize the degree of importance of various GI issues. Tetra Tech has completed a review of the City Codes and Zoning Ordinance, and used its Green Infrastructure Opportunity Checklist Tool to address key questions related to GI goals. The City and Tetra Tech are currently in the process of working with stakeholders to finalize the language for code revisions. The code revisions that will be implemented will make it much easier for green infrastructure projects to be incorporated into development plans, helping to improve hydrology and stream health in the Cabin Creek watershed, and elsewhere in the City of Griffin.

"Above and Beyond" NPDES Permit Requirements

There is a National Pollutant Discharge Elimination System (NPDES) Permit in the Cabin Creek watershed for the City of Griffin- Cabin Creek Water Pollution Control Plant, NPDES Permit No. GA0020214. The permit was provided as Attachment B with the FY2014 Application Package. A signed letter was also provided as Attachment G in the FY2014 Application Package, verifying that all activities proposed for the project represent practices that are "above and beyond" NPDES permit requirements and will never be included in any NPDES permit compliance reports.

5. Project Activities:

The following activities will be completed as part of the 319(h) grant project in order to accomplish the project goals. Design and permitting will be conducted prior to the implementation of these activities. Project Activities that are in alignment with the 2014 Georgia Statewide Nonpoint Source Plan (NPSP) are in parenthesis.

Project Activity (1): Construction bid and award

Task #1: A construction bid package will be prepared

Deliverables:

Bid package

Advertisement of bid notice

Measures of Success:

Prepared according to City of Griffin procurement guidelines

Task #2: A construction contract will be awarded

Deliverables:

Award notice

Measures of Success:

A qualified contractor will be selected

Project Activity (2): Develop a targeted/BMP monitoring plan.

(NPSP Water Quality Monitoring Program Goal 2.4 – page 86)

Task #3: Develop a targeted/BMP monitoring plan that focuses on habitat and sediment

Deliverables:

A targeted/BMP monitoring plan

Measures of Success:

The monitoring plan will allow project success to be quantified with respect to pollutant reduction and habitat improvement goals

Project Activity (3): Conduct pre-construction monitoring.

(NPSP Water Quality Monitoring Program Goal 1.2 – page 84)

Task #4: Conduct pre-construction water quality monitoring for total suspended solids (TSS) and turbidity at a monitoring location 0.8 miles downstream of the project area, where the project area basin enters Cabin Creek (see Figure 1).

Deliverables:

Pre-construction monitoring report

Measures of Success: The pre-construction monitoring report will establish a baseline for water quality (pollutant levels)

Task #5: Conduct pre-construction habitat assessment of the stream restoration reach

Deliverables:

Pre-construction monitoring report

Measures of Success: The pre-construction monitoring report will establish a baseline for habitat quality

Project Activity (4): Construct stream restoration reach and two culvert replacements.
(NPSP Urban Nonpoint Source Program – page 53)

Task #6: Culvert replacement and associated roadwork at Kelsey Avenue and North 3rd Street

Deliverables:

As-built drawings

Measures of Success:

The new culverts will pass the 100-year peak flow, thus supporting the stream restoration that is proposed as part of this project. Improving hydrology within this stream reach and reducing the risk of roadway overtopping and failure will help achieve the goal of reducing the sediment load entering Cabin Creek.

Task #7: Construct 970 feet of stream restoration (including construction of a floodplain bench, in-stream structures, and planting of native vegetation)

Deliverables:

As-built drawings

Measures of Success:

Stream restoration will reduce sediment loads entering Cabin Creek by stabilizing erosive banks; improve habitat by creating a pool-riffle sequence through the restored reach, creating a cobble-gravel substrate, installing log vanes and other in-stream structures, and planting native vegetation along the banks; and reduce peak flows by creating a floodplain bench that will accommodate additional volume during large storm events.

Project Activity (5): Conduct post-construction monitoring.

(NPSP Water Quality Monitoring Program Goal 1.2 – page 84)

Task #8: Conduct post-construction water quality monitoring for total suspended solids (TSS) and turbidity at a monitoring location 0.8 miles downstream of the project area, where the project area basin enters Cabin Creek (see Figure 2).

Deliverables:

Post-construction monitoring report

Measures of Success: A 15% reduction in turbidity and TSS concentrations.

These reductions are reasonable to achieve given the nature of the proposed restoration activities and the size of the drainage area to the monitoring location.

Task #9: Conduct post-construction habitat assessment of the stream restoration reach

Deliverables:

Post-construction monitoring report

Measures of Success: A 20% improvement in habitat assessment score. This improvement is reasonable to achieve given the nature of the proposed restoration activities.

Project Activity (6): Project reporting and close-out

Task #10: Submit quarterly invoices and status reports

Deliverables: Quarterly invoices and status reports

Measures of Success: Invoices and status reports submitted on time

Task #11: Submit final close-out report

Deliverables:

Close-out report

Measures of Success: A complete report will document the activities accomplished and the project's success relative to the established goals.

6. Roles and Responsibilities of Participating Organizations:

The table below outlines the specific responsibilities of the participating organizations. Letters of commitment from the participating organizations are included in the FY2014 Application Package as Attachment C. A letter of assurance on non-federal source of match is also provided as Attachment G with the Application.

Organization Name	Specific Responsibilities
City of Griffin	<ul style="list-style-type: none"> • Execute grant contract with GAEPD • Account for 53% of total project costs in matching funds or in-kind services • Pay funds to appropriate contractor(s) and vendor(s) • Oversee QA/QC Monitoring Plan • Request reimbursements from GAEPD on a quarterly basis • Track the progress of project activities completed, grant funds expended, and match values provided in accordance with the drawdown & implementation schedule • Complete and submit quarterly progress reports and invoices to GAEPD by January 15th, April 15th, July 15th, and October 15th of each project year • Complete & submit close-out report at conclusion of project
GAEPD	<ul style="list-style-type: none"> • Provide 47% of total project costs • Review and approve project deliverables • Participate in meetings, as appropriate • Review and assist as needed with 319(h) Grant protocols • Provide project oversight and contract management • Provide monitoring guidance and training
City of Griffin Environmental Council	<ul style="list-style-type: none"> • Serve on Project Advisory/Steering Committee • Letter of Commitment describing functions attached
Griffin-Spalding County School System	<ul style="list-style-type: none"> • Property owner within project area • Letter of Commitment describing functions attached
Spalding County Extension	<ul style="list-style-type: none"> • Integrate project into education programs through the Watershed Coordinator • Letter of Commitment describing functions attached
Spalding County Parks and Recreation	<ul style="list-style-type: none"> • Land owner for a portion of the project area • Letter of Commitment describing functions attached
Griffin Housing Authority	<ul style="list-style-type: none"> • Serve on Project Advisory/Steering Committee • Letter of Commitment describing functions attached
North American Native Fishes Association	<ul style="list-style-type: none"> • Serve on Project Advisory/Steering Committee • Letter of Commitment describing functions attached

7. Project Location:

a) Project Area Description and Map:

The project area is approximately 3.79 acres located near the intersection of A. Z. Kelsey Avenue and N. 3rd Street in Griffin, Georgia. The project area is located on three different parcel properties. One property is the grounds of A Z Kelsey Academy, which is owned by the Spalding County Board of Education. The two other parcels are owned by Spalding County. One of these parcels is Fairmont Park, one of the community's favorite gathering places. This community center features a gymnasium plus meeting rooms and concessions. Multiple programs are enjoyed here including dance classes, after school programs, summer day camp, and holiday programs. The park also offers a pavilion, a large playground, an outdoor basketball court, horseshoe pits, and a softball field. The drainage basin of the project area is approximately 56 acres, and consists of urban land use. A map of the project area is provided in Figure 3.



Figure 3. Project Area and Drainage Basin

b) **Watershed(s) or Project Area Size (Acres):** Project area is approximately 3.79 acres.

c) **County or Counties:** Spalding

d) **List the Following for the Watershed(s) or Project Area:**

Stream Miles: 0.18 (970 ft) Lake Acreage: N/A Wetland Acreage: N/A

e) **Land Uses within the Watershed(s) or Project Area (Percentages):**

Agricultural	_____
Commercial Forestry	_____
Urban/Residential	<u>100%</u>
Mining/Extraction	_____
Forest/Natural Areas	_____
Water/Wetlands	_____
TOTAL	<u>100%</u>

Data Source & Date: City of Griffin Comprehensive Plan, December 2004

f) **Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):**

HUC #: 030701031104 Name: Cabin Creek Priority: No

8. **Nonpoint Source Pollution Impairments and Healthy Waters:**

a) **Section 305(b)/303(d) List of Waters:**

Water Body Segment Name (Segment Length (Miles) or Embayment Acreage)	County Location(s)	Criterion Violated or Water Quality Concern	Listing Status Category 4a, 5 or 1	Plan Exists to Implement TMDL or Address Water Quality Concern YES / NO
Cabin Creek- 16 miles, from the headwaters to the confluence with the Towaliga River	Spalding	Biota (fish), and Fecal Coliform	4a	Yes (for biota and fecal coliform)

b) **Secondary Pollutant(s):**
N/A

c) **Other Documented Nonpoint Source Impacts (Only Applicable to Project):**

Segment Impacted: Unnamed stream segment within project area

Pollutant(s) or Water Quality Threat(s): Urban runoff / altered hydrology/ high peak flows

Source(s) of Documentation:

- 1) Stream Channel Erosion Activity Assessment of the Cabin Creek Watershed (Tetra Tech 2008). This assessment identifies the stream reach within the project area as having high erosion activity. Erosion activity map with project area indicated is included in the FY2014 Application Package as Attachment D.
- 2) Photos of the project area from December 2012 and February 2008 document eroded stream banks, excess sedimentation, and turbid, high velocity storm flows caused by urban runoff from this watershed that has a high percentage of impervious area. Photos are included as Attachment E in the FY2014 Application Package.

9. Monitoring:

- ☒ DRAFT QA/QC Water Quality Monitoring Plan (Attachment F with FY2015 Application Package)

The project includes a Targeted/BMP Monitoring Plan to evaluate BMP effectiveness pre- and post-installation

- ☐ Project Will Not Include Water Quality Monitoring

10. Project Budget:

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
A	Personnel (Add Rows and Repeat Format as needed):			
	One (1) Staff Position - 0.0 FTE (\$00,000/year) for x years Description of Duties:			
	One (1) Staff Position - 0.0 FTE (\$00,000/year) for x years Description of Duties:			
	Sub Total:			
B	Fringe Benefits (Add Rows and Repeat Format as needed):			
	One (1) Staff Position - 0.0 FTE (00%) for x years			
	One (1) Staff Position - 0.0 FTE (00%) for x years			
	Sub Total:			
C	Travel (Add Rows and Repeat Format as needed):			
	Staff Position: Purpose of Travel: Miles x Mileage Rate (\$.51/mile)			
	Staff Position: Purpose of Travel: Miles x Mileage Rate (\$.51/mile)			
	Sub Total:			
D	Equipment (Add Rows and Repeat Format as needed):			
	Equipment: Purpose/Use:			
	Equipment: Purpose/Use:			
	Sub Total:			

A. Z. KELSEY AVENUE ECOSYSTEM RESTORATION PROJECT
CABIN CREEK WATERSHED

CITY OF GRIFFIN
STORMWATER DIVISION

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
	Sub Total:			
E	Supplies (Add Rows and Repeat Format as needed):			
	Supplies: Purpose/Use:			
	Supplies: Purpose/Use:			
	Sub Total:			
F	Contractual:			
	Contractor Name: To Be Determined			
	Construct stream restoration			
	-Install sediment and erosion control and pump-around diversion	\$57,810	\$65,190	\$123,000
	-Structures and Infrastructure	\$46,530	\$52,470	\$99,000
	-Earthwork	\$71,440	\$80,560	\$152,000
	-Landscaping	\$7,520	\$8,480	\$16,000
	Contractor Name: To Be Determined			
	Replace A. Z. Kelsey Ave. culvert			
	-Traffic control	\$2,350	\$2,650	\$5,000
	-Demolition	\$9,400	\$10,600	\$20,000
	-Structures and Infrastructure	\$103,870	\$117,130	\$221,000
	-Earthwork	\$15,980	\$18,020	\$34,000
	-Utility relocation and sodding	\$9,870	\$11,130	\$21,000
	Contractor Name: To Be Determined			
	Replace N. 3rd Street culvert			
	-Traffic control	\$2,350	\$2,650	\$5,000
	-Demolition	\$3,760	\$4,240	\$8,000
	-Structures and Infrastructure	\$42,770	\$48,230	\$91,000
	-Earthwork	\$9,400	\$10,600	\$20,000
	-Sodding	\$950	\$1,050	\$2,000
	Sub Total	\$384,000	\$433,000	\$817,000
G	Construction: (Does not apply to GAEPD Section 319(h) Grants)	N/A	N/A	N/A
H	Other:			
	Sub Total			

Item	Item Class Category	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
I	Total Direct Charges: (Sum of A-H)			
J	Indirect Charges: (0% Eligible for Reimbursement with Federal Dollars)	N/A	Up to 100%	
K	Total: (Sum of I and J)	\$384,000	\$433,000	\$817,000

Disclaimer: Match contributions are from non-federal sources and do not overlap current or future projects funded by either 319(h) or other federal grants.

Signed:  Title: DIRECTOR PUBLIC WORKS AND UTILITIES Date: 06/09/15

Organization: CITY OF GRIFFIN

Narrative Justification for Item Class Categories:

- **Contractual (F):**

The City of Griffin will select a contractor or contractors to perform all construction and planting activities. Activities for the stream restoration will include the installation of sediment and erosion control, structures and infrastructure, earthwork, and landscaping. Activities for the culvert replacements will include sediment and erosion control (cost is included with the stream restoration), traffic control, demolition, structures and infrastructure, earthwork, and landscaping.

11. Project Implementation & Drawdown Schedule:

Attached (FY14-12 City of Griffin Drawdown Schedule - Final)

[illegible]

**APPENDIX B
METHOD OF PAYMENT**

City of Griffin

A.Z. Kelsey Avenue Ecosystem Restoration Project, Cabin Creek Watershed

Section 319(h) FY 2014 Grant, Element 12

Payments will be made (totaling no more than \$384,000) upon receipt of an invoice(s), from the Contractor specifying the work completed in accordance with the Scope of Services (Appendix A). All invoices must be submitted quarterly at minimum. Payment is also contingent upon the Contractor submitting quarterly progress reports (January 15th, April 15th, July 15th, and October 15th) covering required outputs, budget, including in-kind match, and milestones in accordance with the Scope of Services (Appendix A). Failure to submit invoices, quarterly reports, or other deliverables and documentation may result in the inability to receive a contract extension or other amendment.

The total amount paid for all services shall not exceed \$384,000. As much as \$38,400 (10%) will be retained and reimbursed as a final payment upon receipt of the final report (2 copies required). The final report must follow U. S. Environmental Protection Agency format ("Project Close Out Procedures, Section 319 Grant Projects, Region IV, Watershed Unit, April 28, 1993") and will include a title page, project summary, documentation of outputs, equipment purchased, project budget, and any special conditions.

All documentation, outputs, deliverables, close-out reports, along with the final invoice must be submitted within 30 days of the contract end date.

A statement of project costs and complete documentation of expenditures for the billing period and/or a demonstration of need will be submitted with each invoice. All payments to Contractor are contingent upon satisfactory completion of all required services and deliverables in accordance with the provisions of this Agreement.