

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030338

1. REQUESTED MOTION:

ACTION REQUESTED: Approve DEP Agreement No. S0096 between the State of Florida Department of Environmental Protection and Lee County to provide grant funding in the amount of \$507,000.00 for the Ten Mile Canal Filter Marsh Project. Approve Budget Amendment Resolution in the amount of \$507,000.00 and amend the FY02/03-07/08 CIP accordingly.

WHY ACTION IS NECESSARY: Board approval is required for all contracts and amendments to the CIP.

WHAT ACTION ACCOMPLISHES: Provides funding mechanism for State contribution to Ten Mile Canal Filter Marsh project.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: 3 08

C8E

3. MEETING DATE:

04-01-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Grant Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.

[Signature]

7. BACKGROUND:

The Ten Mile Canal Filter Marsh is an existing Lee County Capital Improvement Program project (Project 202965). Since project inception, various assessments from agencies including Lee County, South Florida Water Management District, and Estero Bay Agency on Bay Management identified Ten Mile Canal as a major source of pollutants flowing into Estero Bay. Concern over water quality and continued developmental impacts along Ten Mile Canal culminated in a multi-agency strategy to develop a filter marsh to improve water quality. On December 18, 2001, the Board approved the ranking of consultants on CN-01-18 and authorized contract negotiations with Environmental Consulting and Technology Inc. for project design of the Ten Mile Filter Marsh. On July 9, 2002, the Board approved a cost share agreement with the South Florida Water Management District in the amount of \$450,000 for design and construction costs of the filter marsh.

This grant funding will provide \$454,800 towards construction of the filter marsh; \$30,000 for monitoring; \$21,600 for public education and reporting and \$600 for incidental travel. The Florida Department of Environmental Protection anticipates a 40% pollutant reduction (nitrogen, phosphorous, and TSS) and monitoring the completed project will determine the effectiveness of the filter marsh.

Funding will be made available in 22296530100.503490. Required matching funds are available in 20296530100.

Attachment: Two (2) Original DEP Agreement No. S0096 and Budget Amendment Resolution

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>[Signature]</i> 3-18-03	<i>[Signature]</i> 3/18/03	N/A	N/A	<i>[Signature]</i> 3/18/03	<i>[Signature]</i> 3-18-03	<i>[Signature]</i> 3/18/03	<i>[Signature]</i> 3/20/03	<i>[Signature]</i> P.M. 3/20/03	<i>[Signature]</i> 3-18-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/18/03*
Time: *2:50 PM*

Forwarded To:
Budget
3/18/03 2:44 PM

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COUNTY ADMIN. *[Signature]*
3-18-03
4:45
COUNTY ADMIN.
WARDED TO:
3/20 3:00

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$507,000 of the unanticipated revenue from FL Dept of Environmental Protection and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$102,321,459
Additions		
22296530100.334700.9016	FDEP-Ten Mile Filter Marsh	507,000
Amended Total Estimated Revenues		\$102,828,459

APPROPRIATIONS

Prior Total:		\$102,321,459
Additions		
22296530100.503490	Other Contracted Services	507,000
Amended Total Appropriations		\$102,828,459

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

DEP AGREEMENT NO. S0096

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1745 OF THE 2001-2002 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Natural Resources Division, 1500 Monroe Street, Fort Myers, Florida 33901 (hereinafter referred to as "Grantee" or "Recipient"), a unit of local government, to provide funding for the Ten Mile Canal Filter Marsh Project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2004, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$507,000 toward the total project cost estimate of \$2,194,520. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$1,687,520 (or 76.89% of the total project cost, whichever is less) toward the project described in **Attachment A**. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
 - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Summary Form (provided as **Attachment B**). In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes.
 - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the State Comptroller's Voucher Processing Handbook at <http://www.dbf.state.fl.us/aadir/tochandbk.html>.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit quarterly invoices in conjunction with quarterly progress reports describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee. A Draft Final Report shall be due no later than 90 days prior to the end of the term of this Agreement and a Final Report (and five copies) shall be due no later than 60 days prior to the end of the term of this Agreement.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10. In addition to the provisions contained in paragraph 9 above, the Grantee shall comply with the applicable provisions contained in **Attachment C**. A revised copy of **Attachment C**, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment C**. If the Grantee fails to receive a revised copy of **Attachment C**, Exhibit-1, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
11.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with

all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

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

David Worley
Florida Department of Environmental Protection
Non-Point Source (NPS) Management Section
2600 Blair Stone Road, MS 3570
Tallahassee, Florida 32399-2400
Phone: 850/245-7514
Suncom: 205-7514
Fax: 850/245-8434
Suncom Fax: 205-8434
Email: david.worley@dep.state.fl.us

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

Anura Karuna-Muni
Lee County Board of County Commissioners
Natural Resources Division
1500 Monroe Street
Fort Myers, Florida 33901
Phone: 239/479-8131
Fax: 239/479-8108
Email: akaruna-muni@leegov.com

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made a part hereof as **Attachment D**.

22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Chairman*

By: Jerry Brooks
Secretary or designee

Date: _____

Date: 3/14/03

APPROVED AS TO FORM:

David Worley
David Worley, DEP Grant Manager

County Attorney's Office

Shirley A. Walphey
DEP Contracts Administrator

Approved as to form and legality:

Mason B
DEP Attorney

FEID No.: 59-6000702

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (11 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Quality Assurance Requirements (5 Pages)</u>

**ATTACHMENT A
PROJECT WORK PLAN**

TEN MILE CANAL FILTER MARSH PROJECT

LEAD ORGANIZATION: LEE COUNTY, FLORIDA

CONTACT PERSON: Anura Karuna-Muni, P.E.
Engineering Administrator

1500 Monroe Street
Lee County Natural Resources Division
Fort Myers, Florida 33901

Tel. (239) 479 8131
Fax. (239) 479 8108
Akaruna-muni@leegov.com

COOPERATING ORGANIZATIONS:

Lee County, Florida
South Florida Water Management District
Water Enhancement & Restoration Coalition (WERC)
A community partnership for Southwest Florida
Water Resources, which includes:
Lee County Department of Natural Resources
Florida Department of Transportation
Lee County Department of Transportation
Florida Gulf Coast University
Estero Bay Agency on Bay Management
South Florida Water Management District
Bonita Bay Group
WCI Communities
Estero Chamber of Commerce
Barraco & Associates
Harbourside Custom Homes
Arthur Rutenberg Homes
Holes Montes Inc.
O'Donnell Landscapes
Southwest Florida Regional Planning Council
Bonita Springs Chamber of Commerce

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PROJECT LOCATION:

The Ten Mile Canal flows southerly into Mullock Creek, an Outstanding Florida Water, and then into Estero Bay, a National Estuary Program (NEP) Water within the Charlotte Harbor NEP basin boundaries. Estero Bay Drainage Basin is in the verified list of impaired waters for the Everglades West Coast Group 1 Basin, a 303(d) listed water body.

The Ten Mile Canal is located (Figure 1) within Ten Mile Canal Watershed. The total area of this watershed is approximately 12 square miles and 7,907 acres. Ten Mile Canal Watershed is generally bounded by Hanson Street, SR82, the southerly extension of Gennery Road to Alico Road, Alico Road and Ten Mile Canal west dike.

The Canal provides the major hydrologic feature of the former Iona Drainage District system, constructed in the 1920s. There are several smaller conveyances (Figure 2) connected to Ten Mile Canal. One of the largest of these is the North Colonial Waterway. This system is operated and maintained by the City of Fort Myers and provides a conveyance for approximately four square miles, 2,560 acres of an area north of Colonial Boulevard.

WATERSHED RESTORATION ACTION STRATEGY:

In this project, Lee County, Florida and the South Florida Water Management District will team with the Water Enhancement & Restoration Coalition (WERC), a state and community group with the long-term goal of implementing dynamic, effective water quality enhancements for Southwest Florida. This will include protection of Mullock Creek, recognized by the State as an Outstanding Florida Water, and of Estero Bay, a National Estuary Program Water within the Charlotte Harbor NEP basin boundaries. Objectives will be achieved through enhancements to the Ten Mile Canal, which flows into Mullock Creek and Estero Bay. Estero Bay Drainage Basin is in the verified list of impaired waters for the Everglades West Coast Group 1 Basin, a 303(d) listed water body. The project falls within the NEP Plan.

Immediate work is directed toward building a filter marsh along the Ten Mile Canal. The overall mission of the project is to:

- Establish a program to reduce pollutants flowing through Ten Mile Canal into Estero Bay by about 40% annually;
- Mobilize the community in a cooperative effort to enhance water quality;
- Reduce the impact of older projects developed before current standards;
- Effect a net improvement in the water quality of Southwest Florida.

The following explains the pollution problems stemming from Ten Mile Canal and its effect on Southwest Florida's water quality. This also details the community's immediate and long-term plans to correct those problems, working within the National Estuary Program Comprehensive Conservation & Management Plans and TMDL Implementation Plans. All activities are consistent with the action plans in the Revised Florida Non-Point Source (NPS) Management Program (1999).

ESTIMATED POLLUTANT REDUCTION:

An overall pollutant reduction goal of 40% annually is expected with this project. Performance measures will be determined to identify each pollutant and targeted reduction goals. Expected annual pollutant load removal by pollutant type is estimated at:

Total nitrogen	4,200 lb/yr
Total phosphorous	221 lb/yr
Total TSS	48,800 lb/yr

PROJECT OBJECTIVES:

This project will provide for treatment and enhancement of water quality in the Canal by constructing a meandering flow-way adjacent to the Canal, with littoral planting for filtration and absorption of pollutants. Monitoring will be undertaken to determine the treatment effectiveness of the filter marsh.

PROJECT DESCRIPTION:

The filter marsh will be constructed in an approximately 10-acre land tract owned by the County, 4,000 feet along the east side of the Ten Mile Canal. The project will include littoral planting for filtration and absorption of pollutants. Vegetation and plant growth will be harvested annually during the maintenance period of the filter marsh.

Constructing this offline filter marsh is projected to reduce pollutants by 40% annually. Performance measures will be established during the design process, and will identify each pollutant and targeted reduction goals. When the project is built, Lee County will monitor the parameters that are being monitored now. In that way, the County will have a clear before- and after-comparison to determine how well the project contributes to lowering the pollutant levels.

The project will be constructed in two phases. The current funding request of \$507,000 will be applied toward the first phase – constructing the offline filter marsh.

The second phase, not included in this grant request but part of the overall project, will include land purchase immediately south of the proposed project limits and extending the proposed filter marsh area to the south. The South Florida Water Management District (SFWMD) has budgeted \$250,000 toward the second phase of the project.

Ten Mile Canal was constructed in the 1920s to control flooding in South Fort Myers. In the 1970s the Canal was deepened and widened, and control structures for water table maintenance and protection from saltwater intrusion were constructed. Those include the Daniels Parkway Weir, the Page Field Weir and the Tamiami Weir. Culverts, bridges, and weirs along Ten Mile Canal are shown on a watershed map (Figure 2).

Since its original construction and 1970s enhancements, the area surrounding the Ten Mile Canal has developed rapidly, as the area population has nearly tripled – from 150,000 to 450,000 – since the early 1970s. This has greatly impacted the pollution level of water running into the Ten Mile Canal and subsequently into Mullock Creek and Estero Bay.

The existing predominant land use in Ten Mile Canal Watershed includes commercial, and industrial. It is affected by heavy urban development, cropland, and some pastureland along its bank. The amount of nutrients, dissolved oxygen, and heavy metals entering the Canal has an adverse impact on receiving water bodies, Mullock Creek and Estero Bay.

The fertilizer manufacturing plant located adjacent to headwaters of Ten Mile Canal is a good example of expansion of urban development within the watershed boundaries. Water quality in surface water runoff from Ten Mile Watershed shows increasing trends in pollutant loading. Also, recent numerical modeling efforts undertaken by the County reinforce the fact of increased pollutant loading due to land use changes.

The Ten Mile Canal is a top priority whenever water quality is studied. It is even more important today because of development projects being planned within the watershed. Following are the major findings of four regional and local studies:

- **Estero Bay Agency on Bay Management** has labeled Ten Mile Canal an “issue of special concern.”
- **The South Florida Water Management District** in 1999 completed an assessment study of the Estero Bay Watershed. In the report, SFWMD identified the Ten Mile Canal as a major source of pollutants flowing into Estero Bay. Specifically, the report noted pollution emptying into Ten Mile Canal includes urban runoff, suspended solids loading, nitrogen and phosphorous loading and industrial discharge. Further, the report recommended a project be developed to improve water quality within the Estero Bay Watershed and identified opportunities to reduce pollutant loading from older developments along the Canal. The report suggested the project’s effectiveness also should be regularly monitored through ongoing data analysis through a private grant to Florida Gulf Coast University.
- **Lee County Stormwater Master Plan** discusses, at length, pollutant problems with the Ten Mile Canal.
- **Lee County** recently made a significant investment in trying to identify the relationship between land use and water quality in the Estero Bay Basin by retaining a consultant, DHI, Inc., to:
 - (1) Establish a dynamic water quality model for the Estero Bay Basin, which will simulate the impacts from changes of pollution loading caused by changes in land use or river network alterations.
 - (2) Provide Lee County with a watershed planning and management tool.

A water quality monitoring program was implemented in the Estero Bay Basin 12 years ago and is ongoing. However, the link between pollution discharges and measured loads, as well as the influence of different sources at particularly critical sites, has not yet been fully established. Water quality monitoring stations are shown on Figure 3. The data is being analyzed by the consultant, DHI.

Recognizing that the improvement and protection of Southwest's Florida's water quality must involve all its citizens, the Board of Lee County Commissioners passed a resolution on May 1, 2001 supporting the efforts of the newly-formed community group, Water Enhancement & Restoration Coalition (WERC), in developing plans to improve the water quality in Ten Mile Canal and in the region. The top priority is improving the Ten Mile Canal watershed.

In summary, the list of tasks and associated outputs of this project are:

Project Tasks/ Milestones

0.0 Kick-Off Meeting

- 0.1 Conduct meeting with Lee County and stakeholders to review project concept and data sources
- 0.2 Establish Electronic Project Notebook
- 0.3 As applicable, apply adaptive management techniques throughout the term of the project.
- 0.4 Conduct First Partnering Meeting with County, SFWMD, FDEP and Appropriate Stakeholders.

1.0 Treatment System Design and Permitting

- 1.1 Prepare Engineering and Environmental Design Plans and Specifications for Permitting.
- 1.2 Prepare and Submit ERP Permit Application.
- 1.3 Respond to Agencies Request for Additional Information.
- 1.4 Prepare Engineering and Environmental Construction Plans and Specifications.
- 1.5 Prepare Final Plans for Recreational and Educational Amenities.

2.0 Contract Documents

- 2.1 Prepare Project Bid Document Package.
- 2.2 Conduct Pre-Bid Meeting with Lee County.
- 2.3 Assist Lee County in the Solicitation of Bids, Preparation of Requisite Addenda; Respond to Bidder Questions, Bid Review and Award.

3.0 Construction and Management

- 3.1 Conduct Second Partnering Meeting with Lee County, SFWMD, DEP, Contractor and Appropriate Staff to Establish Project Intent and Guidelines.

- 3.2 Conduct Routine Site Inspections and Prepare Inspection Summaries for Review by Lee County.
- 3.3 Review and Process Contractor Pay Request.
- 3.4 Prepare Record Documents, including digital files for Construction Closeout package to County.
- 4.0 **Water Quality Treatment System Effectiveness Monitoring**
 - 4.1 Develop Water Quantity & Quality Monitoring Program to Assess Pollutant Loading Reduction.
 - 4.2 Obtain needed QA approval.
 - 4.3 Implement Water Quantity & Quality Monitoring Program to Assess Pollutant Loading Reduction
 - 4.4 Conduct Periodic Monitoring as Prescribed in the Projects WQ Monitoring Program.
 - 4.5 Conduct Periodic Monitoring via Dye Study to Evaluate Hydraulics.
 - 4.6 Provide Recommendations for System Adjustments, if Appropriate.
- 5.0 **Public Education and Reporting**
 - 5.1 Community education through meetings, community articles and websites
 - 5.2 Media relations, to gain press exposure for the project and its progress
 - 5.3 Prepare quarterly progress reports on all activities for FDEP.
 - 5.4 Document written progress with slides.
 - 5.5 Prepare project end report 60 days before completion for FDEP comment.
 - 5.6 Incorporate FDEP comments into final report, submit with slides.

SPECIFIC OUTPUTS/DELIVERABLES:

Public Information. Lee County Florida and the South Florida Water Management District will team with the Water Enhancement & Restoration Coalition (WERC) in educating the public on improving the water quality of the Ten Mile Canal. The objective is to effectively communicate the purpose and scope of the Ten Mile Canal project and to sustain community support for the project.

Target audiences will be the decision makers at the District and State levels, Lee County residents, county commissioners, and business and community leaders.

A community outreach effort will include articles placed in key newsletters, such as the Estero Chamber of Commerce and the Lee Building Industry Association, to name a few. Guest editorials will be submitted to the *Fort Myers News-Press*.

Regular progress reports will be communicated to WERC participants, regulatory agencies, and business and community leaders via e-mail updates. Progress reports also will be posted for constant public review on the Lee County Web site: <http://www.lee-county.com>.

The community outreach program will include a series of breakfast and lunch meetings, hosted by WERC, targeting key organizations in the community, such as the Southwest Florida Watershed Council, Greater Fort Myers Chamber of Commerce and the Lee

County Smart Growth Task Force. These meetings are designed to keep key decision makers informed of the progress of the project.

Media Relations: Press releases will be drafted and distributed at various intervals throughout the project, including, but not limited to: announcement of the project, noted milestones and regular progress reports. Consumer and industry publications throughout Southwest Florida will be targeted for receipt of these press releases.

Collaterals and Reports:

- Public information brochure
- Boundary and Topographic survey information, geotechnical information, environmental audit, and land ownership (title) information
- Water quality monitoring progress reports
- Hydraulic and hydrologic model analyses
- Project reports on a quarterly basis
- Final construction plans
- Operation and maintenance plan
- Construction permits
- Construction documents for bidding the project
- Construction completion report.
- Take slides/photos of entire project
- Post construction water quality monitoring evaluation report and phase II recommendation
- Draft final project report
- Comprehensive final project report (with five copies) within 60 days of project completion
- Slides taken throughout the duration of the project to document progress

PROJECT MILESTONES:

<u>Task/Activity</u>	<u>Start</u>	<u>Complete</u>
0.0 Kick-Off Meeting and Precursors	11/01	06/04
1.0 Treatment System Design and Permitting	07/02	12/02
2.0 Contract Documents	12/02	02/03
3.0 Construction Management	02/03	08/03
4.0 Water Quality Treatment System Effectiveness Monitoring	11/01	05/04
5.0 Public Education and Reporting	01/03	05/04
Community Outreach		
Media Relations		
Draft final report		03/04
Final report (5 copies)		04/04

**PROJECT BUDGET: PHASE I
GRANT FUNDING REQUESTED: \$507,000**

<u>Project Funding Activity</u>	<u>FDEP Grant Funding</u>	<u>Matching Funds by Source</u>
Project Management		\$58,520 (Lee County)
Equipment & Instrumentation		\$25,000 (Lee County)
Out of County Travel	\$600	
Design and Permitting		\$175,000 (Lee County) \$100,000 (SFWMD)
Construction	\$454,800	\$694,000 (Lee County) \$300,000 (SFWMD) \$300,000 (Private)
Monitoring	\$30,000	\$35,000 (Lee County)
Public Education and Reporting	\$21,600	
Total	\$507,000	\$1,687,520
Total by Entity	\$ 507,000	\$ 987,520 (Lee County) \$ 400,000 (SFWMD) \$ 300,000 (Private)
Percentage by Entity	23.11%	44.99% (Lee County) 18.23% (SFWMD) 13.67% (Private)
TOTAL PROJECT COST	\$2,194,520	76.89% Match

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Budget by Task:

<u>Task/Activity</u>	<u>FDEP Grant Funding</u>	<u>Matching</u>
0.0 Kick-Off Meeting and Precursors		5,750
1.0 Data Acquisition and Evaluation		67,500
2.0 Design Alternatives		45,500
3.0 Treatment System Design and Permitting		58,000
4.0 Contract Documents		12,000
5.0 Construction and Management	455,400	1,463,770
6.0 Water Quality Treatment System Effectiveness Monitoring	30,000	35,000
7.0 Public Education and Reporting Community Outreach Media Relations Draft final report Final report (5 copies)	21,600	
TOTALS	\$507,000	\$1,687,520

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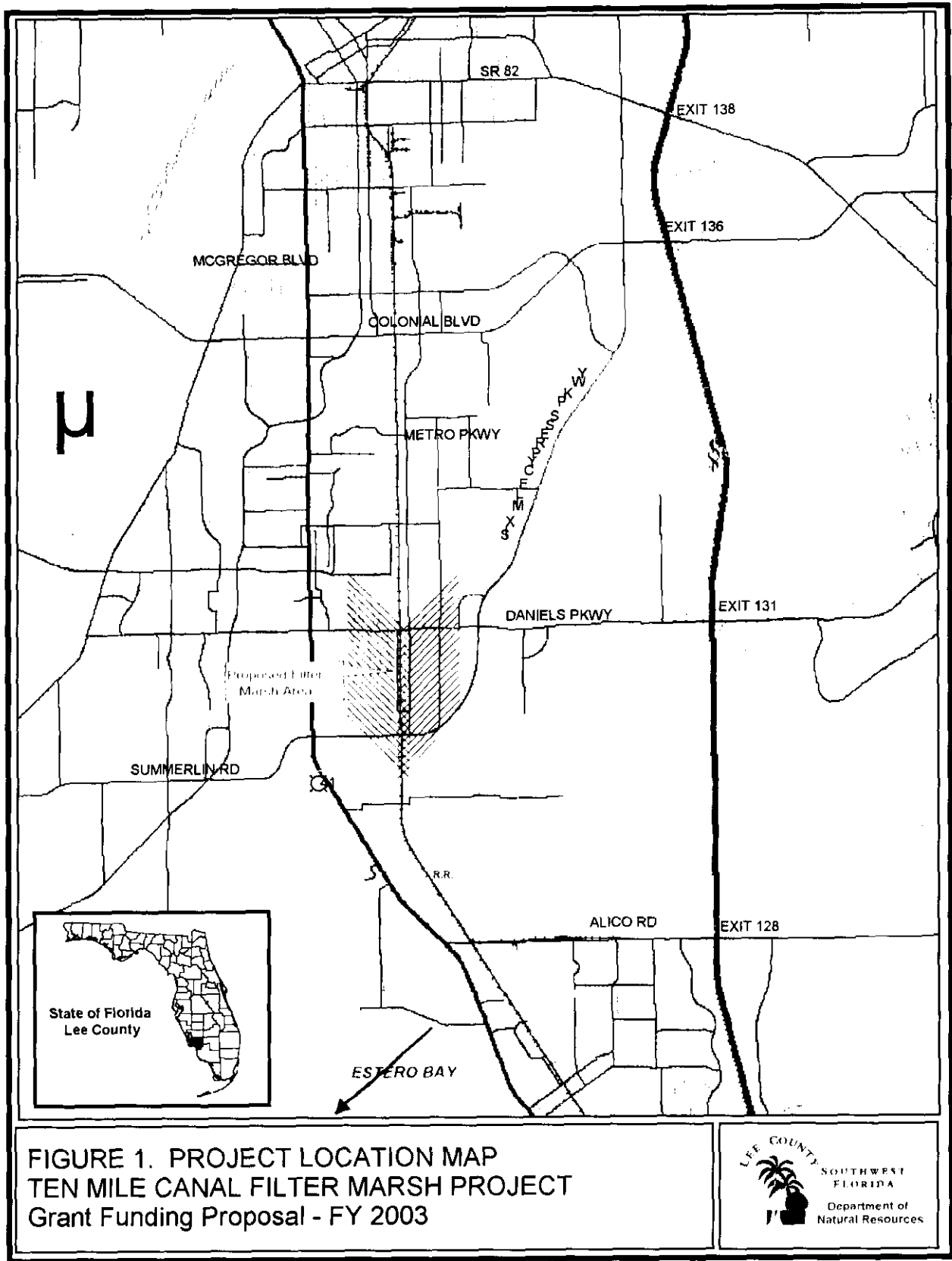
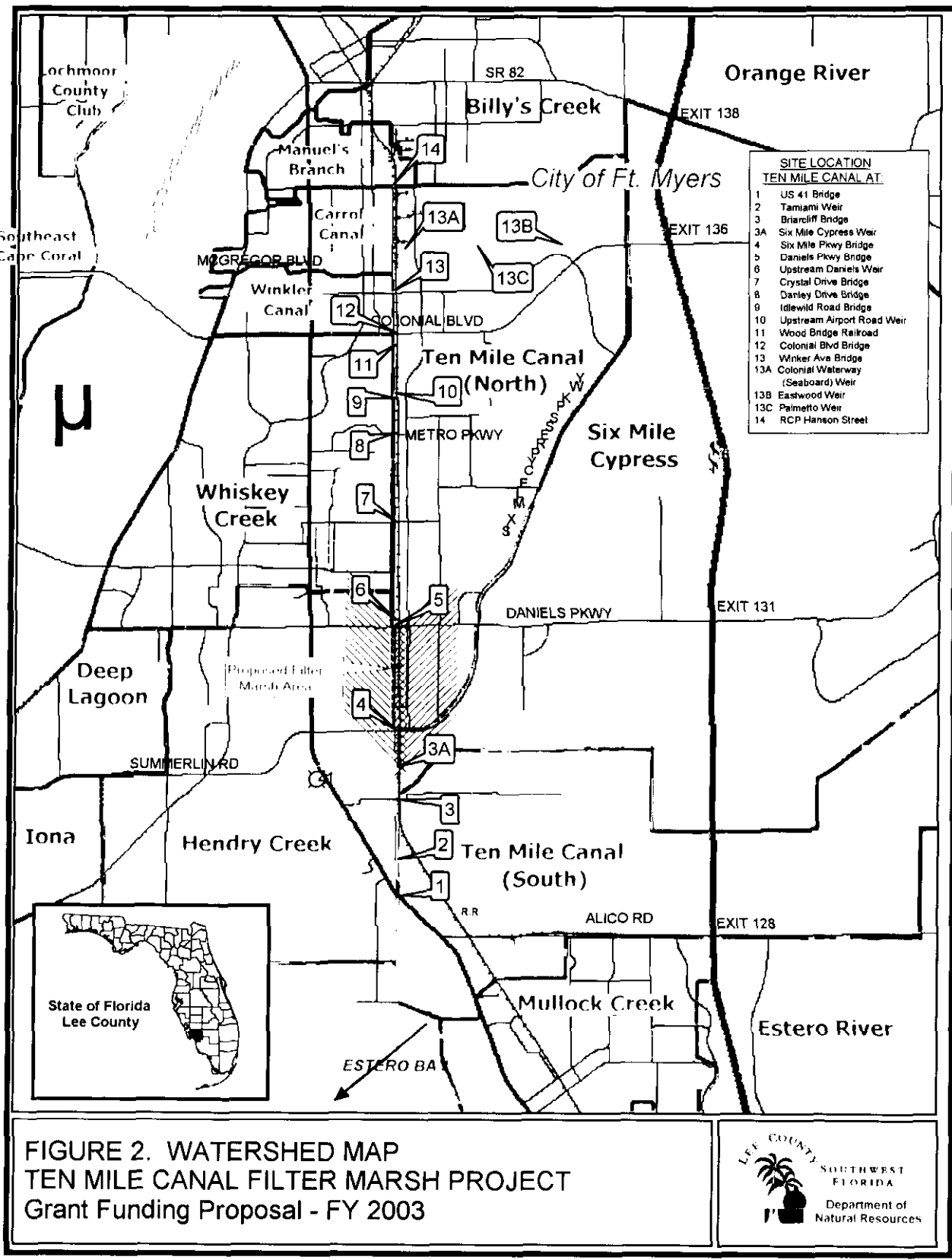


FIGURE 1. PROJECT LOCATION MAP
TEN MILE CANAL FILTER MARSH PROJECT
 Grant Funding Proposal - FY 2003



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: _____

GRANTEE'S GRANT MANAGER: _____

DEP AGREEMENT NO.: _____

PAYMENT REQUEST NO.: _____

DATE OF REQUEST: _____

PERFORMANCE PERIOD: _____

AMOUNT REQUESTED:\$ _____

PERCENT MATCHING REQUIRED: _____

GRANT EXPENDITURES SUMMARY SECTION

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Subcontracting:				
Planning	\$	\$	\$	\$
Design	\$	\$	\$	\$
Construction	\$	\$	\$	\$
Construction Related Costs	\$	\$	\$	\$
Equipment Purchases	\$	\$	\$	\$
Supplies/Other Expenses	\$	\$	\$	\$
Land	\$	\$	\$	\$
Overhead	\$	\$	\$	\$
TOTAL REQUESTED	\$	\$	\$	\$
TOTAL GRANT AGREEMENT				
Less Total Cumulative Payments of:				
TOTAL REMAINING IN GRANT				

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

ATTACHMENT C

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department of Environmental Protection by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. EXHIBIT 1 to this agreement indicates State funds awarded through the Department of Environmental Protection by this agreement. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Department of Environmental Protection, except that State awards received by a nonstate entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
4. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the website for the Governor's Office located at <http://sun6.dms.state.fl.us/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/aadir/FSAAIndex.html>, and the Auditor General's Website <http://sun6.dms.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State awards that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State agency must arrange for funding the full cost of such additional audits. This part would be used to specify any additional audit requirements imposed by the State agency that are solely a matter of that State agency's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements).)

PART IV: REPORT SUBMISSION

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

3. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at each of the following addresses:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General
2600 Blair Stone Road, MS40
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, as applicable.
6. Recipients, when submitting audit reports to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART V: RECORD RETENTION

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

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EXHIBIT – 1

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

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Water Quality Assurance Trust Fund – GAA Line Item 1745	2001-2002	37039	Statewide Surface Water Restoration and Wastewater Projects	\$507,000.00	140076

Total Award					\$507,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT D
Quality Assurance Requirements

1. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and the document "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.

2. **LABORATORIES**

- A. The GRANTEE shall ensure that all laboratory testing activities are performed by a laboratory certified by the Department of Health Environmental Laboratory Certification Program (DoH ELCP) for the test methods and analytes to be measured.
- B. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Agreement execution, and shall be fully certified within six months. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon agreement execution.
- C. Prior to providing analytical services, the laboratory must provide information for all test measurements that at least one set of performance test samples that meet the DoH ELCP certification requirements have been passed successfully within the last 6 months.
- D. Laboratories shall maintain certification for all test methods during the life of the agreement. Should certification for an analyte or test method be lost, all affected tests shall be immediately contracted to a laboratory with current DoH ELCP certification. The laboratory shall notify the project manager in writing of any changes before such changes are made.
- E. A copy of the DoH Certificate and the list of test methods for each laboratory shall be provided to the grant manager upon agreement execution or upon receiving DoH certification (see 2.b above).
- F. All non-standard laboratory procedures (i.e. those that do not appear on the Department's list of recognized methods) whether DoH ELCP certification is required or not, shall be submitted for review and approval in accordance with DEP-QA-001/01 "New and Alternative Analytical Laboratory Methods", January 1, 2002. The method must be approved by the Department before use.
- G. The GRANTEE shall ensure that the essential quality control measures, laboratory report content and documentation are consistent with Chapter 5 of the NELAC standards and DEP-QA-002/02.

3. **FIELD ACTIVITIES**

- A. All sample collection and field activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01 dated January 1, 2002).
- B. Any non-standard field procedure shall be submitted for review and approval in accordance with FA 2000 of the Department's Standard Operating Procedures. The procedure must be approved by the Department before use.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- A. All laboratory and field records as specified in Chapter 62-160, F.A.C. shall be retained for a minimum of five years after the project completion.
- B. In addition to the NELAC-compliant laboratory report, the GRANTEE shall require that the laboratory provide additional information to satisfy the "Tier 1" validation requirements as outlined in DEP-QA-002/02.
- C. The data for validation purposes shall be submitted in the electronic format specified in DEP-QA-002/002.

- D. All applicable data qualifier codes as mandated by Chapter 62-160, F.A.C. and included in DEP-QA-002/02 shall be used.
- E. The GRANTEE shall adhere to the documentation and records requirements for project data contained in DEP-QA-002/02.
- F. All field and laboratory records that are associated with work performed under this agreement shall be organized so that any information can be quickly and easily retrieved.

5. **AUDITS**

- A. AUDITS BY THE DEPARTMENT – Pursuant to 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request, must provide the Department with the requested information, including the raw analytical data for all analyses of a sample (regardless of whether the data are reported). If an audit by the Department results in a determination that the data are not usable for the proposed purpose, the Department reserves the right to terminate the agreement and recover any payments made for the collection or analysis of such data.
- B. PLANNING REVIEW AUDITS –
 - 1. Initial: Within one month after the second sampling and analysis event has been completed (including all analyses), the GRANTEE and all associated subcontractors shall review the planning document (see 6 below) relative to the field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling design or schedule. A summary of the review, including any corrective action plans or amendments to the planning document shall be sent to the DEP Grant Manager within one month of the review, and a copy shall be maintained with the permanent project records.
 - 2. Ongoing: Planning reviews as described in 1 above shall occur annually.
- C. QUALITY SYSTEMS AUDITS – The GRANTEE and all subcontractors shall ensure that the required laboratory and field quality system and management systems audits are performed, and documented in the organization's records.
- D. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Project Data Quality Objectives and Data Quality Indicators.

6. **PLANNING DOCUMENTS**

- A. Within 90 days of initiating any monitoring activities, the GRANTEE shall submit a detailed project proposal or sampling and analysis plan that discusses the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract, DEP-QA-002/02.
- B. The GRANTEE and affected subcontractors have three (3) opportunities to submit their an acceptable sampling and analysis plan to the Department. If any plan fails the approval process three (3) times, the DEP may suspend or terminate the agreement. Failure to provide acceptable Sampling and Analysis Plans as required will result in suspension or termination of this Agreement.
- C. The DEP Agreement number shall appear on the title page of the submitted document. Within forty-five (45) days of receipt of properly identified documents by the DEP, the Department shall review and either approve the document, or provide comments to the GRANTEE and affected subcontractors as to why the Plan is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of such comments to respond. The Department shall respond to all revisions within 30 days of receipt.
- D. If Plan review is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the Plan is received by the Department, the GRANTEE shall have the option, after the Plan is approved, of requesting and receiving an extension in the term of the Agreement for a time period not to exceed the period that

review was delayed. This option must be exercised at least sixty (60) days prior to the current termination date of the Agreement.

- E. Sampling and analysis may not begin until the Plan been approved.
- F. Once approved, the GRANTEE shall follow the protocols specified in the approved Plan including, but not limited to:
 - 1. Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - 2. Using only the protocols approved in the Plan; and
 - 3. Using only the equipment approved in the Plan.
- G. If any significant changes such as changes in procedures or test methods, changes in organizations, or changes in key personnel occur, the GRANTEE shall submit appropriate amendments to the DEP Project Manager for review and inclusion into the Sampling and Analysis Plan. Failure to submit the required amendments or to meet any of the above-stated conditions may result in the decision by the DEP Project Manager to suspend or terminate the Agreement.

7. **DELIVERABLES**

- A. The following outlines the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this agreement:
 - 1. Copy of DoH ELCP certificate including the list of test methods and analytes
 - 2. Copies of performance test results (see 2C of laboratory Option 1 and 2 above).
 - 3. Non-standard laboratory or field procedures – Prior written approval, or submission of the complete packet of information for review.
 - 4. Planning review audits – As specified in 5.b.
 - 5. Statement of Usability – As specified in 5.d.
 - 6. Planning Document – see 6.

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QC OPTIONS

	**		Applicability					
			Chemistry	Microbiology	Toxicity	Taxonomy	Field	
1	✓	The GRANTEE shall ensure that at least <i>[five]</i> percent of the field-collected environmental samples associated with this project are used to prepare matrix spikes, and laboratory duplicates or matrix spike duplicates. Spike levels must be at concentrations specified in item 3 below.	✓					✓
2	✓	The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to perform the matrix-related quality control indicators at a frequency of 5% per test and matrix.	✓					✓
3	✓	The final concentration of any spike fortification must be at the laboratory's stated PQL or at the action level if it exceeds the PQL. If the measured sample background exceeds the specified spike level by more than a factor of two, then the spike level must be 2-5 times the measured background level in the sample that is selected for spiking. If a spiked sample is spiked at an incorrect level, then the entire batch of samples must be re-prepared, a new aliquot of the same sample must be re-spiked at the correct level for this batch, and the batch reanalyzed. The sample to be spiked should be randomly selected, and it must be reported which sample was spiked. All spike fortification must take place prior to any necessary preparation. The results must meet the established laboratory acceptance criteria for the specific matrix. If none have been developed, the laboratory shall use the criteria for LCS until such limits are established.	✓					
4	✓	No analyses may be performed using expired reagents, calibration solutions or check solutions	✓	✓	✓	✓	✓	✓
5	✓	The concentration of each calibration standard used to generate a nonlinear calibration curve must be calculated based on the curve. All calculated calibration concentrations must be within 85% - 115% of the known concentration for that standard.	✓					
6	✓	If a relative response factor is used to determine the sample concentration, the continuing calibration checks must meet the method stated acceptance criteria.	✓					
7	✓	Analytical sensitivity must be evaluated using a check standard prepared at the practical quantitation limit for each analytical run as described above for PQLs. <i>[Analytical sensitivity evaluations must pass the criterion for accuracy specified</i>	✓					

		Applicability				
		Chemistry	Microbiology	Toxicity	Taxonomy	Field
	**					
		<i>for PQLs (70% - 130% recovery)</i>				
8	✓	✓				
9	✓	✓	✓	✓		
10	✓	✓	✓			
11	✓	✓				
12	✓	✓				✓
13	✓	✓	✓			✓
14	✓	✓	✓			✓

**Recommended elements.