

Meeting Date
December 6, 2016



AGENDA	
Section	CONSENT
Item No.	II.A.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Acceptance of \$21,500,000 in State Legislature appropriated funds in support of IRL recovery and the Brevard County Muck Dredging Project
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board: 1) authorize the Chairman to execute a grant agreement substantially in the form of Attachment A, and any necessary amendments between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept State funds for this project; 2) waive legal venue in Brevard County, as the current agreement indicates legal venue in Leon County; 3) authorize the County Manager or designee to execute task orders, contracts, agreements and change orders, as required and in excess of \$100,000.00, to accomplish the work approved under this State Contract; and 4) authorize any necessary budget change requests.

Summary Explanation & Background:

In the central and northern regions of the Indian River Lagoon (IRL), record setting algal blooms have caused the loss of over 40,000 acres of seagrass, and the unusually mortality of 100's manatees, bottlenose dolphins, and pelicans. One major contributing factor to the catastrophic decline is the extensive organic muck deposits created by decades of runoff, erosion and nutrient loading. These accumulated muck sediments contain significant "legacy" nutrients, which regularly flux into the water column, and enter the IRL system. Muck sediments also negatively impact navigation, damage seagrass beds, and can create anoxic bottom conditions detrimental to Lagoon organisms.

On July 22, 2014, the Board authorized execution of a grant agreement between the County and the State of Florida accepting \$10,000,000 in Legislative funding to initiate the Brevard County Muck Dredging Project. On January 26, 2016, the County authorized execution of an amendment to the initial grant agreement between the County and the State of Florida accepting an additional \$10,000,000 to continue the Brevard County Muck Dredging Project. The proposed grant funding will continue the County's muck removal efforts.

Brevard County has embarked on an aggressive restoration strategy for the Lagoon to **Reduce** excess nutrient inputs, **Remove** the legacy load of muck, **Restore** the filtration system (oysters, clams and wetlands) and ensure the sound **Research** is the basis of the effort. As part of this restoration strategy, the removal of the legacy load (muck) is critical to overall success. Brevard County Muck Dredging Project activities are underway countywide at sites located at the Mims Boat Ramp, Sykes Creek Basin, North Cocoa Beach, Northern Grand Canal, and the mouth of Turkey Creek. Active dredging is underway at the Cocoa Beach and Turkey Creek sites, with Dredging at the Mims site expected to begin in early 2017. This grant agreement will continue projects that are underway and provide funding to remove up to 400,000 cubic yards of muck soils from the Sykes Creek and Grand Canal sites.

This funding was specifically appropriated by the Florida State Legislature to further muck removal efforts within the IRL system in Brevard County. \$1,500,000 of this funding is to be provided to the IRL Research Institute at the Florida Institute of Technology for the purpose of scientific assessment to determine environmental benefits from the project.

Fiscal Impact: FY 16-17 Acceptance of \$21,500,000 in State Funds to the NRM budget
 FY 17-18 Balance Forward of Unspent Funds

Contact: Virginia Barker (X52435), NRM

Clerk to the Board instruction: Original will be provided for execution upon final County Attorney review

Exhibits Attached: **Attachment A** – Draft State of Florida Grant Agreement (NS005)

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Stockton Whitten	Assistant County Manager	Department Director/Extension Virginia Barker/X52435
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Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 7, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Office Director

RE: Item II.A.1., Acceptance of \$21,500,000 in State Legislature Appropriated Funds in Support of Indian River Lagoon (IRL) Recovery and the Brevard County Muck Dredging Project

The Board of County Commissioners, in regular session on December 6, 2016, executed Grant Agreement substantially in the form of Attachment A, and any necessary amendments between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept funds for this project; waive legal venue in Brevard County, as the current agreement indicated legal venue in Leon County; authorized the County Manager or designee to execute task orders, contracts, agreements, and change orders, as required and in excess of \$100,000, to accomplish the work approved under this State Contract; and authorized any necessary budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

cc: Finance
Budget



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December 7, 2016

MEMORANDUM

TO: Virginia Barker, Natural Resources Management Office Director

RE: Item II.A.1., Acceptance of \$21,500,000 in State Legislature Appropriated Funds in Support of Indian River Lagoon (IRL) Recovery and the Brevard County Muck Dredging Project

The Board of County Commissioners, in regular session on December 6, 2016, executed Grant Agreement substantially in the form of Attachment A, and any necessary amendments between Brevard County and the State of Florida, with County Attorney and Risk Management approval, to accept funds for this project; waive legal venue in Brevard County, as the current agreement indicated legal venue in Leon County; authorized the County Manager or designee to execute task orders, contracts, agreements, and change orders, as required and in excess of \$100,000, to accomplish the work approved under this State Contract; and authorized any necessary budget change requests.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cm

cc: Finance
Budget

Deborah Thomas

From: Gerundo, Carol <Carol.Gerundo@brevardfl.gov>
Sent: Tuesday, February 21, 2017 3:36 PM
To: Deborah Thomas
Subject: RE: Executable Original Agreement No. NS005
Attachments: Clerk's Memo - II.A.1.pdf

Good Afternoon Deborah,

I have attached the "TammyGram" for Executable Original Agreement No. NS005.

Have a great day.

Carol Gerundo

Administrative Assistant to Department Director
Brevard County Natural Resources Management
(321) 633-2016 X-52414



From: Deborah Thomas [<mailto:deborah.thomas@brevardclerk.us>]
Sent: Wednesday, February 15, 2017 9:33 AM
To: Gerundo, Carol
Cc: Tammy Rowe
Subject: Executable Original Agreement No. NS005

Good morning Carol:

We are in receipt of Agreement – thank you so much.

Do you by any chance have a copy of the corresponding "TammyGram"?

I use them for filing purposes.

Please advise.

Thank you.

Deborah Thomas
Administrative Assistant
Clerk to the Board
(321)637-2001 ext. 49433

Deborah.thomas@brevardclerk.us



From: Gerundo, Carol [<mailto:Carol.Gerundo@brevardfl.gov>]

Sent: Wednesday, February 15, 2017 8:58 AM

To: Deborah Thomas

Cc: Tammy Rowe

Subject: FW: Executable Original Agreement No. NS005

Good Morning Deborah,

I am forwarding the NS005 Original Agreement which was executed on January 20, 2017 for your records.

Please let me know if there is anything else you need.

Thank you,

Carol Gerundo

Administrative Assistant to Department Director

Brevard County Natural Resources Management

(321) 633-2016 X-52414



"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Deborah Thomas

From: Gerundo, Carol <Carol.Gerundo@brevardfl.gov>
Sent: Wednesday, February 15, 2017 8:58 AM
To: Deborah Thomas
Cc: Tammy Rowe
Subject: FW: Executable Original Agreement No. NS005
Attachments: NS005 Original Agreement Executed 1-20-2017.pdf

Good Morning Deborah,

I am forwarding the NS005 Original Agreement which was executed on January 20, 2017 for your records.

Please let me know if there is anything else you need.

Thank you,

Carol Gerundo

Administrative Assistant to Department Director
Brevard County Natural Resources Management
(321) 633-2016 X-52414



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DEP AGREEMENT NO. NS005

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1605A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), 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 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, FL 32940 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Brevard County Muck Dredging Phase II (shall be referenced as "the Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

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

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until August 30, 2023, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$21,500,000. The parties hereto understand and agree that this Agreement requires \$1,500,000 of the grant disbursement to be paid to Florida Institute of Technology, sub-recipient on the part of the Grantee. Therefore, the Grantee is responsible for distributing \$1,500,000 of the grant proceeds to Florida Institute of Technology, sub-recipient, in cash, towards the work funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

- ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. **Salaries/Wages** – List personnel involved, direct salary rates and hours spent on the project in accordance with **Attachment A, Grant Work Plan**.
 - ii. **Overhead/Indirect/General and Administrative Costs** – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. **Fringe Benefits** – Actual costs not to exceed the budget amount identified in Attachment A.
 - b. **Indirect Cost** – Shall not be reimbursed under this Agreement.
 - iii. **Contractual** (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include

infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

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. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled 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) calendar 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 thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

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

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written

notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this

Agreement. 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 supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

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, but is not limited to, 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.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Amanda Peck, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
Nonpoint Source Management Section	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2948
E-mail Address:	Amanda.peck@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Matt C. Culver, or Successor	
Brevard County Board of County Commissioners	
Natural Resources Management Department	
2725 Judge Fran Jamieson Way, A-219	
Viera, Florida 32940	
Telephone No.:	(321) 633-2016
Fax No.:	(321) 633-2029
E-mail Address:	matt.culver@brevardcounty.us

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents

while acting within the scope of their employment with the Grantee for the entire length of the Agreement.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

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.

20. EQUIPMENT:

Reimbursement for direct equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased by a subcontractor for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

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 part hereof as **Attachment G, Quality Assurance Requirements for Research Contracts and Grants**.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, 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 pursuant to Section 287.134, F.S., 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 posts 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.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

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

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

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

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

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.

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

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
 *Signature of Person Authorized to Sign

By: 
 Secretary or designee

Curt Smith, Chairman
 Print Name and Title of Authorized Person

Jon Stevenson, SECRETARY
 Print Name and Title of Authorized Person

As approved by the Board on:

Date: December 7, 2016

Date: 1-20-17

ATTEST 

Amanda Peck
 Amanda Peck, DEP Grant Manager

Scott Ellis, Clerk
REVIEWED
 For Legal Form and Content
Assistant County Attorney

Kate Meredith
 QC Review by:

FEID No.: 59-6000523

*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>Grant Work Plan (5Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (8 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Quality Assurance Requirements (7 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Brevard County Muck Dredging Phase II

PROJECT LOCATION: The Project will be located in multiple areas in Brevard County, Florida. Active muck dredging Phase II project areas and general site location coordinates (latitude, longitude in decimal degrees) are as follows: Sykes Creek (south) = 28.368278 N, -80.682028 W; Grand Canal (north) = 28.204167 N, -80.613056 W. See Figure 1 for a location map. Two additional muck dredging project locations will be selected. These sites will be selected through the coordinated efforts of Brevard County and the research team at the Florida Institute of Technology.

PROJECT BACKGROUND: The northern and central Indian River Lagoon and Banana River are listed as impaired for nutrients, and have adopted Total Maximum Daily Loads (TMDLs) and Basin Management Action Plans (BMAPs) to address these impairments. Reduction of nutrient loading to the Indian River Lagoon system is essential to protecting and restoring the health of the estuarine network. As part of this reduction effort, the removal of the legacy load (muck) is critical to overall restoration success.

On November 8, 2013, the Florida Senate Select Committee on Indian River Lagoon and Lake Okeechobee Basin (IRLLOB) completed a final report which identified a number of policy and budget options for state and federal action to improve water management in both the short and long term within the IRLLOB. These options focused on three key areas: (1) improving water quality; (2) expanding water storage capacity; and (3) strengthening the current relationship between the state and federal government by clarifying areas of responsibility and working to improve accountability. This project was identified in the report as a short-term recommendation.

A comprehensive plan has been developed to dredge muck from the northern and central Indian River Lagoon. The Committee recommended appropriating funding towards scientifically based environmental muck removal that maximizes, to the greatest extent possible, environmental and public health benefits. This resulted in \$10,000,000 appropriated from the state legislature in fiscal year 2014-15 and \$10,000,000 in fiscal year 2015-2016, implemented under DEP Agreement No. S0714 (Phase I). In fiscal year 2016-17, the legislature appropriated \$21,500,000 for Phase II of this project which will be implemented under this Agreement.

PROJECT DESCRIPTION: Building on the 350,000 cubic yards of muck removed in Phase I, in Phase II of the Brevard County Muck Dredging project the Grantee intends to remove approximately 400,000 additional cubic yards of muck soils from sites within the Indian River Lagoon (IRL), the Banana River Lagoon and associated tributaries. This Phase II dredging project will remove up to 768 tons of total nitrogen (TN) and 165 tons of total phosphorous (TP) that are contained within the muck deposits. The Indian River Lagoon Research Institute at Florida Institute of Technology (FIT), the subawardee, has been designated by the Florida Legislature as a Brevard County Muck Dredging project research partner. FIT staff and students will assist the Grantee in monitoring the general project effectiveness, along with conducting research on the chemical, physical and biological effects of muck removal within the Indian River Lagoon system.

Major project components will be carried out as necessary for each site location selected. Site-specific construction plans will be established to maximize use of existing data and any previously issued authorizations. The Grantee will secure all necessary permits for all project sites with muck dredging and spoil management activities.

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

Task Description: The Grantee has procured professional engineering services in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of the two new dredging sites and obtain (or update as needed) all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below. The preconstruction activities include completion of surveys as needed (geotechnical, topographic, hydrographic surveys, etc.), obtaining drainage easements, and incorporate the survey(s) and easement results into the final design and specifications. Work will also include any other resource

assessments and activities required to meet permit requirements, e.g., environmental mitigation such as gopher tortoise removal and seagrass monitoring.

Deliverables for each of the two new project sites: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Muck Dredging, Spoil Management and Construction Oversight

Task Description: The Grantee will dredge and transport approximately 400,000 cubic yards of muck sediments from the Indian River Lagoon system (Sykes Creek and Grand Canal sites) in accordance with the final design(s) and required permits, which will be submitted to the Department's Grant Manager upon request. This task includes the installation of transportation infrastructure crossings and a hydraulic dredge pipeline to pump the sediments to the dredge material management area (DMMA). The DMMA site(s) will be prepared for conventional or mechanical dewatering and treatment of the dredged material, the site(s) restored, and the suitable dredged materials offloaded to the prepared spoil disposal site(s). Any required environmental mitigation and monitoring activities not included in Task 1 will be covered under this task including mitigation activities which may arise during construction, site handling and hauling of material to and from, and within the spoil management site and final disposal.

The management of all dredging and spoil management activities and related contracts and contractors will require ongoing, daily project oversight and inspection. The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. Project management will include personnel operating under existing contractual service agreements, and others hired under salary with fringe. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law. Certification of construction phase completion, for each project site, will be done by a Professional Engineer registered in the State of Florida.

Deliverable 2a: Muck Dredging and Spoil Management construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee; 2) Contractor's Application and Certification for Payment; 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 10 days prior to each payment request and may be submitted no more frequently than quarterly following the completion of the quarterly reporting period.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarter submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 2b: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of deliverables under this task, the Grantee may proceed with payment request submittal for that submittal period.

Deliverable 2c: Muck Dredging and Spoil Management completed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the muck dredging and spoil management site(s) prior to, during, and immediately following completion of this task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 3: Research

Task Description: FIT is the subawardee designated by the Florida Legislature as a Brevard County Muck Dredging project research partner for the purpose of scientific assessment to determine environmental benefits from the project. The Grantee will enter into an Agreement with FIT and shall ensure that FIT will carry out its activities in accordance with this Agreement and Florida Statutes, including: a work plan, a scope of services, deliverables, performance measures, progress reports, and invoicing processes. The Grantee will work with FIT to manage projects and provide continuous input and direction as part of project oversight. Research will be tied to project sites, scopes, quality assurance (QA) plans and goals related to the work to be performed in Tasks 1 and 2.

The Grantee will update their existing research Agreement with FIT to develop technical research scopes, conduct and complete research, and prepare written research results that objectively examine the sources and effects of muck, the processes for effective muck removal, and the effects of muck removal on the IRL system. The research will both build on and expand upon research projects started in 2014-15 and 2015-16.

As applicable to the scope of services described in the Grantee's Agreement with the subawardee and applicable work plans or other statements of work implemented after the execution of this Agreement, the sampling, field testing and laboratory analyses performed under the FIT Agreement shall conform to only those requirements applicable to this Agreement as set forth in Chapter 62-160, Quality Assurance, Florida Administrative Code (F.A.C.) and Attachment G "Quality Assurance Requirements for DEP Research Contracts and Grants". Additional details for all research scopes for current and future work under this Agreement shall be provided by the Grantee in coordination with FIT principal investigators in one or more QA Plans (or updates as needed) that describe the research designs proposed to meet project objectives, the procedures used for sample collection, the methods, including calibration and quality control procedures employed for field and laboratory analyses or measurements, and the methods used to verify, validate and evaluate experimental data in support of reported results and conclusions. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

FIT will coordinate monthly project meetings and provide quarterly updates through written reports and presentations to the Grantee, in accordance with the Master Agreement and task orders executed between FIT and

the Grantee. The Grantee will provide a copy of these quarterly updates to the Department's Grant Manager as part of the progress reports. Specialized field and laboratory equipment will be purchased by FIT through their subcontract(s) and/or task orders with the Grantee to conduct the muck dredging research, and this equipment will become the property of FIT post-project.

Deliverable 3a: Agreement executed between the Grantee and FIT prior to commencement of FIT's work that is in accordance with this Agreement and including: a statement of work, deliverables, performance measures, progress reports, and invoicing processes.

Performance Standard: Executed Agreement that is reviewed and acknowledged by the Department's Grant Manager.

Deliverable 3b: Research scopes developed by FIT and approved by the Grantee, including related subcontracts and/or task orders with reporting requirements, cost schedules, and timelines.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task/deliverable the Grantee may proceed with payment request submittal.

Deliverable #3c: Draft QAPP(s) submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP(s) for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP(s) submittal.

Deliverable #3d: Final Department-approved QAPP(s) submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP(s) to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP(s) to ensure that draft comments have been taken into consideration and the Final QAPP(s) is in compliance with this Agreement, the quality assurance requirements and there is sufficient monitoring to measure project effectiveness. Upon review and written approval by the Department's Grant Manager of the Final QAPP(s), the Grantee may proceed with payment request submittal.

Deliverable #3e: Final research results and research papers written by FIT and approved by the Grantee shall be submitted upon completion of the work established in individual research scopes and related subcontract agreement(s). For each research project, as applicable: include a summary of the results, a discussion of whether the anticipated environmental benefits have been/will be realized (e.g., why the legacy muck dredging did or did not exceed the expected removal efficiency); and a summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task/deliverable the Grantee may proceed with payment request submittal.

TOTAL PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task/Deliverable Title	Start	Complete	Deliverable Due Date/ Frequency
1	Preconstruction Activities	July 1, 2016	8/20/2020	8/20/2020
2	Muck Dredging and Spoil Management, Construction Oversight	July 1, 2016	8/20/2022	
2a	Muck Dredging and Spoil Management			Quarterly
2b	Project Management			Quarterly
2c	Construction Closeout for each site			8/20/2022

3	FIT Research	July 1, 2016	8/20/2022	
3a	Executed Agreement between Grantee and FIT			8/20/2017
3b	Research scopes of work			8/20/2018
3c	Research results and paper submittal			8/20/2022

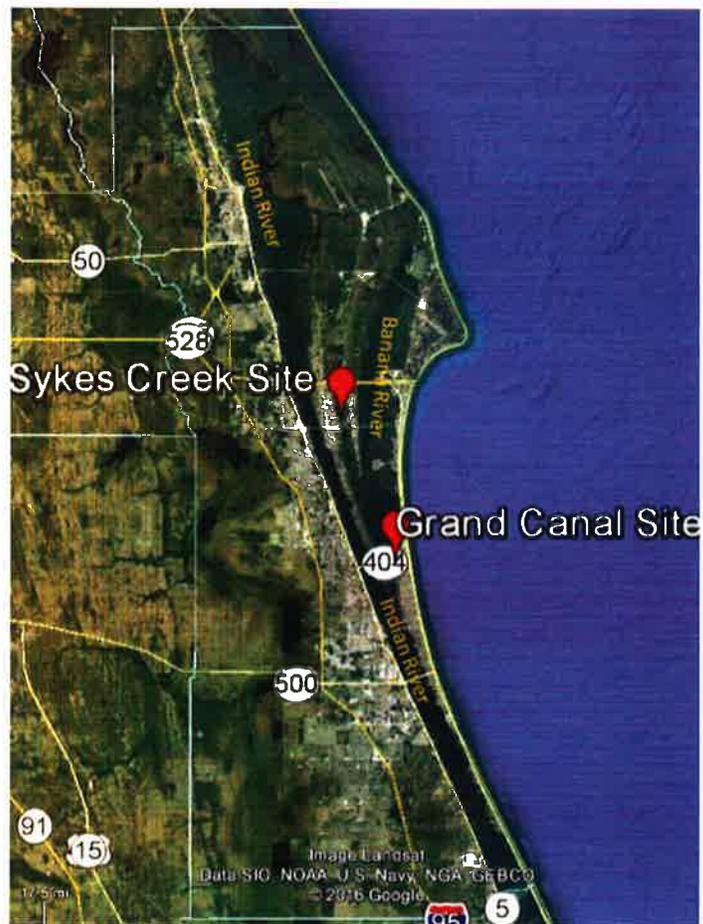
SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable hourly and fringe rate(s) by position may not exceed those indicated below.

Task/ Deliverable No.	Position Title	Maximum Allowable Salary Rate (\$/Hour)	Maximum Allowable Fringe Rate (%)
2b	Associate Environmental Specialist	\$21	50
2b	Environmental Specialist	\$24	50

PROJECT BUDGET BY CATEGORY and TASK:

Task No.	Category	Grant Funding
1	Contractual	\$1,200,000
2	Contractual	\$18,680,000
	Salaries	\$80,000
	Fringe	\$40,000
Task 2 Total		\$18,800,000
3	Contractual	\$1,500,000
Total:		\$21,500,000

Figure 1. Brevard County Muck Dredging Sites, Phase II



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____ Task Budget Amount: \$ _____

Grantee:
(Name & Mailing Address) _____

Grantee Contact: _____
(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

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

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

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

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

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

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

Remit Payment Request by E-mail to the Department's Grant Manager

Be sure the E-mail payment request includes the following:

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	NS005		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

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

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources 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 attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., 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 2 CFR Part 200, Subpart F, 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 Chief Financial Officer 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 (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) 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, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment 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 resources 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, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) 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, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
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 financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance 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 \$750,000 in state financial assistance 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 the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity'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). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

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, Chief Financial Officer, or Auditor General 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, Chief Financial Officer, or Auditor General 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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**Department of Environmental Protection
Quality Assurance Requirements for Research Contracts and Grants**

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. The research performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), *only as applicable to the scope of services described in the contract work plan* (or other statement of work for the contract, however named).
- b. "Sample(s)" refers to the collection of sample media (e.g., water, sediment, soils, chemical wastes) or biological organisms, and/or analysis, observation or measurement activities conducted in the field or in a laboratory that will be performed under the terms of the contract.

2. FIELD PROCEDURES AND TEST METHODS

- a. The field Standard Operating Procedures (SOPs) and/or test methods to be used for contracted field research (including any written modifications thereof) shall be those reviewed by the Department, as described in the contract quality assurance plan (hereinafter, "QA Plan(s)", see section 9, below). Any additional information applicable to the SOPs and/or test methods and/or other contracted field activities shall also be described in the QA Plan(s). If a QA Plan is not required per Section 9, below, all SOPs, methods and additional information shall be attached to the contract.
- b. The contractor shall specify the calibration and quality control (QC) requirements to be met for all contracted field research (as applicable), and shall provide these requirements in the field SOPs and/or test methods and/or other information as described in 2.a. above.
- c. Additional quality control expectations:
 - (i) Field procedures and/or test methods shall provide results that meet all applicable contract data quality objectives.
 - (ii) All field testing procedures shall follow the testing methods as reviewed for the contract and described in 2.a., above.
 - (iii) The contractor shall adhere to the quality control requirements specified in the field SOPs and/or test methods and associated documents described in 2.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The contractor shall calculate any applicable field sample results according to the procedures specified in the field SOPs and/or test methods approved for the contract, as described in 2.a., above.

3. FIELD REPORTING, DOCUMENTATION AND RECORDS RETENTION

- a. *Only* those field records outlined in Rule 62-160.240, F.A.C. *applicable to the field research described in the contract and associated QA Plan(s)* (if required per Section 9 below), any other records indicated in the contract scope (or work plan) or QA Plan(s), and any other documentation and reports associated with work performed for the contract, shall be retained by the contractor for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department contract manager for retention. Longer retention times as specified in the contract, if applicable, shall supersede the above minimum retention requirement.
- b. The field records shall include relevant information for the procedures described in 2.a., above.
- c. All field data and supporting information shall be reported for the contract according to requirements in rule 62-160.240 F.A.C., *only as applicable to the field research described in the contract and associated QA Plan(s)* (if required per Section 9 below).
- d. Any documentation or reports specifically identified in the contract as deliverable work products shall be retained as in 3.a., above

- e. All field records generated or retained by the contractor that are associated with contract work shall be linked according to applicable sample or site identification, including sample collection and/or field measurement location and field event, and shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
 - f. All reports shall be submitted to the DEP contract manager and shall include all report deliverables specified by the contract, its attachments, the QA Plan(s) (if required per section 9, below), and any information required by rule 62-160.240, F.A.C. (as described in 3.a. and 3.c., above, *only* where applicable to the field research conducted under the contract).
 - g. The Department reserves the right to request some or all of the field information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the contract.
 - h. Upon request by the Department contract manager, or as required by the contract, copies of original field reports or field records shall be submitted to the DEP contract manager, where applicable.
 - i. In addition to any field reports provided per contract deliverable requirements and subsections c., d., f., g., and h., above, the contractor shall submit any of the field information and/or records associated with the contracted field research as described in this section (section 3) upon request by the DEP contract manager, including any of the following, *only if specifically applicable to the contract work*:
 - Site name and location information
 - Field identification for each sample container and the associated analytes (test methods) for which the container was collected
 - Date and time of sample collection
 - Sample collection depth, if applicable
 - Sample collection method identified
 - Indication of filtered samples, when applicable
 - Field test measurement results:
 - Parameter name
 - Measurement method
 - Result
 - Result unit
 - Appropriate Data Qualifier Codes for specific sample results, per Table 1 of Chapter 62-160, F.A.C.
 - Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting quality control (QC) for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure)
 - j. Unequivocal documentation links between each reported field QC measure (e.g., QC blanks, duplicates or replicates, calibration verification, other research QC measure) and the associated sample result(s) shall be maintained for all applicable measurements and/or other data.
4. **LABORATORY PROCEDURES AND TEST METHODS**
- a. The laboratory Standard Operating Procedures (SOPs) and/or test methods (including any modifications thereof) to be used for the contracted analytical research shall be those reviewed by the Department, as described in the QA Plan(s) (section 9, below). Any additional information applicable to the SOPs and/or test methods shall also be described in the QA Plan(s). If a QA Plan is not required per Section 9, below, all SOPs, methods and additional information shall be attached to the contract.

- b. If applicable to the contract scope or work plan for specified analyses, the laboratory shall report Practical Quantitation Limits (PQLs) and/or Method Detection Limits (MDLs), or other specified limits of detection and/or quantitation with the results of sample analyses for the contract, as further described below. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation, if applicable. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP, Quality Manual or other contract attachment, or as listed in the QA Plan (if required per section 9, below). The reported limits shall meet the data quality objectives for analytical sensitivity and quantitation applicable to the contract work.
- c. When reporting limits of detection and/or quantitation is applicable to the contract work, the laboratory shall report all sample results analyzed at or above the MDL or other defined limit, and shall qualify all results below the laboratory PQL or other defined limit, using the appropriate data qualifier codes in Table 1 in rule 62-160.700, F.A.C.
- d. The laboratory shall specify the laboratory's calibration and quality control (QC) requirements to be met for all applicable research analyses, and shall provide these requirements in the laboratory SOPs and/or test methods and/or other documents, as described in 4.a. above.
- e. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods shall provide results that meet applicable contract data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as reviewed for the contract and described in 4.a., above.
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and associated documents described in 4.a., above, and as otherwise specified in these QA Requirements.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods reviewed for the contract, as described in 4.a., above.

5. **LABORATORY REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. *Only those laboratory records outlined in Rule 62-160.340, F.A.C. specifically applicable to the analytical research described in the contract and QA Plan(s) (if required per Section 9, below), any other records indicated in the contract or its attachments, and any other documentation and reports associated with work performed for the contract, shall be retained by the laboratory for a minimum of five years after the generation or completion of the records; or, copies of all relevant records shall be provided to the Department contract manager for retention. Longer retention times as specified in the contract, if applicable, shall supersede the above minimum retention requirement.*
- b. The laboratory records shall include relevant information for the procedures described in 4.a., above.
- c. All laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3), F.A.C. (except that the requirements to generate reports that comply with rule 64E-1.005, F.A.C. and the TNI Standards are waived), and applicable requirements in 62-160.340(5) through 62-160.340(8), except that requirements in the TNI Standards for amended laboratory reports are waived; however, any amended laboratory reports resubmitted by the contractor shall be prominently marked as amended or revised. *These reporting requirements shall only apply where applicable to the laboratory research described in the contract and associated QA Plan(s) (if required per Section 9 below)*

- d. Any documentation or reports specifically identified in the contract as deliverable work products shall be retained as in 5.a., above.
- e. All laboratory records retained by the laboratory that are associated with work performed under the contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- f. All laboratory reports shall be submitted to the DEP contract manager, if requested, and shall include all report deliverables specified by the contract and/or its attachments, the QA Plan(s) (if required per section 9, below) and any information required by rule 62-160.340, F.A.C. (as described in 5.a. and 5.c., above), where applicable to the analytical research conducted under this contract.
- g. The Department reserves the right to request some or all of the laboratory information in an electronic format, and all reporting deliverables shall be submitted to the Department in the format(s) specified in the contract.
- h. Upon request by the Department contract manager or as required by the contract, copies of original laboratory reports shall be submitted to the contract manager, where applicable.
- i. In addition to any reports of sample results provided per contract deliverable requirements and subsections c., f., g., and h., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted research as described in this section (section 3) upon request by DEP, including any of the following, *and only where specifically applicable to the contract work and associated QA Plan(s)*:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection or working range
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification or working range
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the test method or laboratory QC procedures (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the contract work plan or other attachments, or in the QA plan(s), if required per section 9 below (Note: The above listed field-QC blanks are defined in DEP SOP FQ 1000)
 - ▶ Results for field duplicates (or replicates), as applicable to the project and as specified in the contract, other contract attachments or in the QA Plan(s) (if required per Section 9, below)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods and laboratory QC procedures used for the contracted research, including, but not limited to:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses

- Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Results of other research QC procedures and measures
 - Acceptance criteria used to evaluate each reported quality control measure
- j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification, other QC measure) and the associated sample result(s) shall be maintained for all contracted analyses.
6. **AUDITS BY THE DEPARTMENT**
Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described in these QA Requirements shall be provided by the contractor (see sections 3 and 5, above). If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan(s) (if required per section 9, below) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C. specific to this contract and its work plan and/or QA plan(s); or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 10, below.
7. **QUALITY SYSTEMS AUDITS**
The contractor shall ensure that any required field or laboratory quality system audits are performed according to the contractor's (or subcontractor's) Quality Manual or other relevant internal quality assurance documents. The results of these audits shall be documented in the contractor's (or subcontractor's) records. Copies of the audit reports or results for the audits shall be provided to the DEP contract manager upon request.
8. **STATEMENTS OF USABILITY**
When reporting contracted field or analytical research results, the contractor shall provide statements about data usability as necessary to address the topics in subsections a. – c., below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan(s) (if required per section 9, below), or these QA Requirements.
- a. All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments, or these QA Requirements shall be met.
 - b. All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments or these QA Requirements.
 - c. All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan(s) (if required by section 9, below), Quality Manual(s), other contract attachments, or these QA Requirements.
9. **QA PLAN(S)**
- a. The contractor shall prepare a detailed project proposal or sampling and analysis plan that discusses the information contained in Rule 62-160.600, F.A.C., as summarized in the following list of topics, *and as applicable to the contract and work plan*:
 - purpose and intended use of data;
 - description of work to be conducted;
 - data reporting and storage procedures;
 - training required to conduct work;

- sampling sites, populations or organisms, analytes and schedules, as applicable to the research;
 - sampling and analytical methods;
 - quality control activities;
 - evaluation of the research project design to meet contract research objectives; and,
 - statistical and/or other procedures and criteria for evaluation of experimental data.
- b. The contractor shall submit the QA plan(s) to the DEP contract manager no later than 120 days after execution of Amendment No. 1 to Agreement No. S0714 for research projects already under contract in the original Agreement. Projects initiating after execution of Amendment No. 1 shall submit their QA plan(s) to the DEP contract manager no later than 30 days after the notice to proceed under the Grantee's contract(s). Failure to submit the QA plan(s) in this required timeframe may result in a delay of review and written acceptance by the DEP contract manager of all deliverables for tasks associated with the QA Plan(s).
- c. The DEP contract agreement number shall appear on the title page of the submitted QA plan(s). Within 30 days of receipt of the QA plan(s) by the Department, the Department shall review and either accept (or conditionally accept) the QA plan(s) or provide comments to the contractor as to why the QA plan(s) is not accepted. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan(s) within 15 days of receipt of any revisions.
- d. If the review of the QA plan(s) by the Department is delayed beyond sixty (60) days after the QA plan(s) is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan(s) is reviewed and accepted, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and acceptance. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.
- e. Requests for payments may not begin for tasks specified in the contract work plan that require submittal of a QA Plan(s) until acceptance of the QA Plan(s) has been provided to the contractor by the DEP contract manager.
- f. Once accepted by DEP, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan(s) and any other relevant quality assurance documents applicable to these QA Requirements, including, but not limited to :
- ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the methods and procedures described in the QA plan(s); and
 - ▶ Using only the equipment described in the QA plan(s).
- g. If any significant changes in the research project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan(s) to the DEP contract manager for review. Requests for payments may not begin for tasks associated with the proposed revisions until acceptance of the QA Plan(s) revisions has been provided to the contractor by the DEP contract manager. Failure to submit the required revisions may result in a delay of review and written acceptance by the Department's contract manager of all deliverables for tasks associated with the QA Plan(s) revisions. QA plan(s) revisions or amendments shall be submitted under one of the following options :
- (i) Provided in a new contract QA plan(s);
 - (ii) Provided as amended sections of the current contract QA plan(s);
 - (iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the accepted contract QA plan(s) by reference or other linkage.

10. **CONSEQUENCES**

Failure to comply with any requirement of the contract, its attachments, the QA Plan(s) (if required by section 9, above) or these QA Requirements may result in:

- a. Immediate termination of the contract.
- b. Withheld payment for the affected activities.
- c. Suspension until the requirement has been met.
- d. A request to refund already disbursed payments.
- e. A request to redo work affected by the non-compliant activity.
- f. Other remedies available to the Department.