



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                            | 2012     | 2013  | 2014  | 2015  | 2016  |
|---|----------|-------|-------|-------|-------|
| Capital Expenditures                    | _____    | _____ | _____ | _____ | _____ |
| Operating Costs                         | _____    | _____ | _____ | _____ | _____ |
| External Revenues                       | _____    | _____ | _____ | _____ | _____ |
| Program Income (County)                 | _____    | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                  | _____    | _____ | _____ | _____ | _____ |
| In-Kind (_____)                         | _____    | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                | <b>X</b> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____    | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact**

**X** There is no fiscal impact associated with this item. Funds for the control of aquatic plants through this contract are provided by the FWC annually on a reimbursement basis.

**C. Department Fiscal Review:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

*This is a master agreement. Fiscal impact will be determined when task orders are issued. There should be no net fiscal impact on future task orders.*

OFMB *[Signature]* 3/23  
 Contract Development and Control *[Signature]* 4/2/12  
 3-30-12 *[Signature]*

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

Contract Number: FWC11357

## CONTRACT

THIS CONTRACT is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the Palm Beach County authorized to do business in the State of Florida, whose address is 2300 North Jog Road, 4<sup>th</sup> Floor, West Palm Beach, Florida 33411-2743, hereafter "CONTRACTOR."

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the considerations hereafter set forth, agree as follows:

- 1. PROJECT DESCRIPTION.** The CONTRACTOR shall provide the services, products and perform the specific responsibilities and obligations as set forth in the Scope of Services, attached hereto as Attachment A and made a part hereof.
- 2. PERFORMANCE.** The CONTRACTOR shall perform the activities described in the Scope of Services in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. The CONTRACTOR shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor.
- 3. TERM.** This Contract shall be effective upon execution by the last party to do so and shall remain in effect for a period of ten (10) years, inclusive, unless terminated sooner as provided herein. In accordance with Section 287.058(2), Florida Statutes, the CONTRACTOR shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract nor after the termination date of the Contract.
- 4. COMPENSATION.** As consideration for the services rendered by the CONTRACTOR under the terms of this Contract, the COMMISSION shall pay the CONTRACTOR on a cost reimbursement basis for aquatic plant management services as specified in the Scope of Services, and in each executed Task Assignment Notification or Task Assignment Change Order (Attachments C and D). The Contractor shall be reimbursed on a cost reimbursement basis in accordance with the Comptroller's Contract Payment Requirements, attached hereto and made a part hereof as Attachment E. Funding under this Contract shall be authorized by and for each Task Assignment as issued by the COMMISSION. The CONTRACTOR is not authorized to perform services or purchase any commodities that exceed the plant species and acreage, management method(s), and funding amount authorized in each executed Task Assignment. Upon completion and final payment of each Task Assignment, all funds remaining from that particular Task Assignment shall be unencumbered by the COMMISSION. The CONTRACTOR hereby agrees that the CONTRACTOR shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the COMMISSION and the CONTRACTOR. No minimum amount of work is guaranteed under this Contract. The encumbrance amount of the Task Assignment may be increased or decreased, as needed, depending upon the availability of funds appropriated by the Legislature.

The CONTRACTOR is responsible for the following reporting requirements: A Schedule of Operations shall be submitted by the CONTRACTOR on a weekly basis detailing proposed aquatic plant operations for the following week. The schedule shall list the proposed work area within a water body, the target plant and estimated acreage of plants proposed for control, and the proposed control method. If herbicide control is proposed, the specific herbicide and application rate, and spray additives shall be listed. The schedule of operations shall be submitted using the COMMISSION's online Plant Management Accounting and Reporting System (PMARS). This can be changed at any point during the time period of this contract.

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A list of equipment usage rates is provided by the COMMISSION in Attachment B for the purpose of determining reimbursement due for the use of CONTRACTOR-owned equipment in the performance of aquatic plant management under this contract. If the CONTRACTOR wishes to use equipment that is not included in Attachment B, the CONTRACTOR is responsible for requesting a rate to be developed by the COMMISSION. Purchase of goods and services shall be pursuant to the CONTRACTOR's purchasing procedures. The purchase of non-expendable personal property or equipment is not authorized under the terms of this Contract.

All requests for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. Any travel for conferences, workshops, or anything other than overnight travel for the purposes of carrying out contractual services must have prior approval. An email shall be sent to the following address requesting prior approval: jeff.schardt@myfwc.com.

Determination as to the eligibility of indirect costs set forth in Attachment G, Indirect Cost Reimbursement, shall be in accordance with the U.S. Office of Management and Budget Circular No. A-87 (OMB-A-87) and any other applicable Federal or State laws, rules, or regulations. The CONTRACTOR is responsible for maintaining source documentation for costs incurred in the performance of this contract. The Indirect Cost percentage shall be no higher than 15% and only charged to salaries for cost reimbursement.

**5. PAYMENTS.** The COMMISSION shall pay the CONTRACTOR for satisfactory performance upon submission of invoices, accompanied by required reports or deliverables, if any, and after acceptance of services and deliverables by the COMMISSION's Contract Manager. Each invoice shall include the COMMISSION Contract Number, Task Assignment Number and the CONTRACTOR's Federal Employer Identification (FEID) Number. The COMMISSION shall not provide advance payment. All invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR shall submit invoices and required back-up to the COMMISSION by the 20<sup>th</sup> of the month following the month in which the services were performed. The CONTRACTOR shall utilize the COMMISSION's reporting form (Attachment F) as set forth in the PMARS system.

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3428. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792. For Contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance and obligation to pay is contingent upon an annual appropriation by the Legislature.

**6. DELIVERABLES.** The following services or service tasks are identified as deliverables for the purposes of this Contract:

- a) Performance of all services set forth in the Scope of Services.
- b) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

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7. **PERFORMANCE AND MONITORING.** The CONTRACTOR shall perform the services described in the Scope of Services in 100% compliance with all of the Terms and Conditions of this Contract. The COMMISSION will monitor the CONTRACTOR's service delivery to determine if the CONTRACTOR has achieved the required level of performance. The COMMISSION reserves the right for any COMMISSION staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the COMMISSION at its sole discretion determines that the CONTRACTOR failed to meet any of the Terms and Conditions of this Contract, the CONTRACTOR will be sent a formal written notice. Within ten (10) days of receipt of notice the CONTRACTOR shall provide the COMMISSION with a formal written Corrective Action Plan in response to all noted deficiencies. The CONTRACTOR shall correct all identified deficiencies within forty-five (45) days of notice. The COMMISSION may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this Contract or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this Contract in accordance with the Termination section.

8. **MYFLORIDAMARKETPLACE VENDOR REGISTRATION.** In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

9. **TERMINATION.** This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud, willful misconduct, or breach of this Contract. The COMMISSION may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all contract activities authorized hereunder. Upon termination of this Contract, the CONTRACTOR shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

10. **TAXES.** The CONTRACTOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

11. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

**CONTRACTOR's Contract Manager**  
Robert Robbins  
Palm Beach County  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411-2743

**COMMISSION's Contract Manager**  
Kat Ethridge  
Florida Fish and Wildlife Conservation Commission  
3900 Commonwealth Boulevard, Mail Station 705  
Tallahassee, Florida 32399-3000

12. **AMENDMENT.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope

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of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual Contract of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the CONTRACTOR's cost or the term of the Contract shall require a formal written amendment.

**13. RELATIONSHIP OF THE PARTIES.** The CONTRACTOR shall perform as an independent CONTRACTOR and not as an agent, representative, or employee of the COMMISSION. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties agree that there is no conflict of interest or any other prohibited relationship between the CONTRACTOR and the COMMISSION.

The CONTRACTOR may subcontract all or a portion of the work described in this Contract provided the subcontractor has not been issued a fine or Consent Order by the COMMISSION or the Florida Department of Agriculture and Consumer Services for a violation of the Florida Pesticide Law, Chapter 487, Florida Statutes, or the Rules of Chapter 68F-54 (formerly 62-C54), Florida Administrative Code within the past two (2) years. However, the CONTRACTOR must first notify and furnish a copy of the subcontract to the COMMISSION prior to invoicing the COMMISSION for these services. It is understood and agreed by the CONTRACTOR that the COMMISSION shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

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

**15. PUBLIC RECORDS.** This Contract may be unilaterally canceled by the COMMISSION for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

**16. RECORD KEEPING REQUIREMENTS.** The CONTRACTOR shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The CONTRACTOR shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Contract. In the event any work is subcontracted, the CONTRACTOR shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

**17. LIABILITY.** 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.

**18. NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

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19. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

20. **PROHIBITION OF UNAUTHORIZED ALIENS.** In accordance with Executive Order 96-236, the COMMISSION shall consider the employment by the CONTRACTOR of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the CONTRACTOR knowingly employs unauthorized aliens.

21. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The CONTRACTOR shall enroll in and use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification System (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract.

The CONTRACTOR shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COMMISSION or other authorized state entity consistent with the terms of the CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the COMMISSION may treat a failure to comply as a material breach of the Contract.

22. **NON-ASSIGNMENT.** This Contract may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

23. **PROHIBITION OF CONTINGENT FEES.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

24. **SEVERABILITY AND CHOICE OF VENUE.** This Contract 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 Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract 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 Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

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25. **JURY TRIAL WAIVER.** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the CONTRACTOR of quantum merit.

26. **ENTIRE CONTRACT.** This agreement with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

**Palm Beach County  
Board of County Commissioners**

**Fish and Wildlife Conservation Commission**

\_\_\_\_\_  
(Signature of CONTRACTOR's Contract Manager or designee)

\_\_\_\_\_  
Executive Director (or designee)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEID No.59-6000785

Kate Elmsley  
Contract Manager (or designee)  
Invasive Plant Management Section

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

Approved as to form and legality:

Manoj JOT 4/2/12  
**ASSISTANT COUNTY ATTORNEY      DATE**

Anthony Pringard  
FWC Attorney

List of attachments included as part of this Contract:

| Type       | Letter | Description                               |
|------------|--------|---|
| Attachment | A      | Scope of Services                         |
| Attachment | B      | Equipment Usage Rates                     |
| Attachment | C      | Task Assignment Notification Form         |
| Attachment | D      | Task Assignment Change Order              |
| Attachment | E      | Comptroller Contract Payment Requirements |
| Attachment | F      | Report of Operations Form                 |
| Attachment | G      | Indirect Cost Reimbursement               |

Robert Robbins  
**APPROVED AS TO TERMS  
AND CONDITIONS.**  
Robert Robbins, Director  
PBC Environmental Resources  
Management

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## **Attachment A Scope of Services**

### **General**

The work to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described on work plan pages attached to an executed Task Assignment for the control of vegetation in public water bodies within Palm Beach County, or in a water body that may impact public water bodies within Palm Beach County.

The annual work plan is developed in the Plant Management Accounting and Reporting System (PMARS) for eligible waters. The Commission's Regional Biologist coordinates the development of an annual work plan among stakeholders for water bodies under their supervision. Annual work plans contain information on water body uses, management objectives, plant types, and possible control methods. An estimated funding amount for the fiscal year is also included.

Work plans for water bodies in a given geographical area are assembled and are considered a work plan package. This work plan packages becomes an attachment to the Task Assignment Notification. An executed Task Assignment Notification signifies the Commission's approval for aquatic plant control in water bodies specified on the work plan pages. A work plan can be amended with a request from the Regional Biologist and approved through a Task Assignment Change Order (TACO). The request for a TACO is made through the PMARS system.

Aquatic plant control will be performed under the general supervision of the Commission's Regional Biologist who will serve as the Commission's Site Manager and who may be on the work site at any time during any given work period. The Commission's Site Manager will also be responsible for inspecting work performed pursuant to this Contract to determine that work is accomplished as planned and the results obtained are satisfactory to the Commission.

All herbicides shall be used in accordance with the USEPA Label. The Contractor shall have a copy of the USEPA herbicide label and Material Safety Data Sheet (MSDS) at each control site for each herbicide in the Contractor's possession. The Contractor is liable for any penalty, fines or damages resulting from the misuse of herbicides. These herbicides are to be provided by the Contractor, as needed, depending on the type of vegetation to be treated. The Commission reserves the right, as its option, to furnish any or all of the herbicides and spray additives in lieu of payment to the selected contractor.

The Contractor shall at all times provide an herbicide applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category as part of the on-site work force. The Contractor shall perform regular equipment maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this permit. In addition, the Contractor shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application and pest control.

**Remainder of Page Intentionally Left Blank**

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**Attachment B**

Fish and Wildlife Conservation Commission  
Cooperative Aquatic Plant Control Program  
Equipment Usage Rate

| <b>Equipment Type</b> | <b>Description</b>       | <b>Rate Per Hour</b> |
|-----------------------|--------------------------|----------------------|
| Boats                 | Airboat                  | \$11.61              |
|                       | Airboat with spray rig   | \$12.41              |
|                       | Kicker with spray rig    | \$6.20               |
|                       | Pontoon with spray rig   | \$6.20               |
|                       | Towboat                  | \$21.25              |
|                       | Barge                    | \$2.19               |
|                       | Spray rig general        | \$0.80               |
| Truck                 | 1/2 Ton (4x2)            | \$4.91               |
|                       | 1/2 Ton (4x4)            | \$5.91               |
|                       | 3/4 Ton (4x2)            | \$5.31               |
|                       | 3/4 Ton (4x4)            | \$6.39               |
|                       | 1 Ton (4x2)              | \$6.90               |
|                       | 1 Ton (4x4)              | \$7.31               |
|                       | 1 1/2 to 2 1/2 Ton (4x2) | \$9.47               |
|                       | 1 1/2 to 2 1/2 Ton (4x4) | \$10.03              |
| Car/ Small SUV (4x2)  | \$5.51                   |                      |
| SUV (4x4)             | \$6.39                   |                      |
| Dump Truck            | \$10.63                  |                      |
| Gradall               | \$11.62                  |                      |
| Crane                 | \$29.98                  |                      |
| Tractor               | \$17.21                  |                      |
| Trackhoe              | \$11.62                  |                      |
| ATV                   | \$6.20                   |                      |
| Trailer               | \$3.00                   |                      |
| Helicopter            | \$136.16                 |                      |

revised 2/2012

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**Attachment C**  
**Task Assignment Notification Form**  
**Contract Number: FWC \_\_\_\_\_**

Task Assignment Number:  
Task Assignment Term:  
Contractor Name:  
Contractor's Contract Manager/Telephone:  
FWC Contract Manager/Telephone:  
FWC Site Manager/Telephone:  
Task Description:

Deliverables: Monthly invoice with completed Report of Operations Forms, payroll information and chemical invoices.

Cost Reimbursement Task Assignment Amount:  
Invoicing Frequency: Monthly – due by the 20<sup>th</sup> of each month following work completed.  
Funding Information:

| Org Code    | EO | Fund/FID | Category | Fiscal Year | Obj. Code | Amount |
|-------------|----|----------|----------|-------------|-----------|--------|
|             |    |          |          |             |           |        |
|             |    |          |          |             |           |        |
| PID number: |    |          |          |             |           |        |

**Approvals:**

\_\_\_\_\_  
(Name of Contracting Company)

**Fish and Wildlife Conservation Commission**

\_\_\_\_\_  
Contract Manager (or designee)    Date

\_\_\_\_\_  
Contract Manager (or designee)    Date

\_\_\_\_\_  
Section Leader (or designee)    Date  
Invasive Plant Management Section

\_\_\_\_\_  
Division Director (or designee)    Date  
Division of Habitat and Species Conservation

\_\_\_\_\_  
Executive Director (or designee)    Date

cc: Contracts Office  
Finance and Budget  
Regional Biologist



## Attachment E

### Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (10/07/97) *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 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.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

**Attachment F**

**Aquatic Plant Control Program, Report of Operations**

Water Body Name \_\_\_\_\_  
 Vegetation Type \_\_\_\_\_ Date \_\_\_\_\_ through \_\_\_\_\_ Year \_\_\_\_\_

|                             | Item                         | Rate \$ | Mon | Tue | Wed | Thurs | Fri | TOTAL \$ |
|-----------------------------|------------------------------|---------|-----|-----|-----|-------|-----|----------|
| Equipment Use               |                              |         |     |     |     |       |     |          |
|                             |                              |         |     |     |     |       |     |          |
| Crew Time                   |                              |         |     |     |     |       |     |          |
|                             |                              |         |     |     |     |       |     |          |
| Per Diem                    |                              |         |     |     |     |       |     |          |
|                             |                              |         |     |     |     |       |     |          |
| Other                       |                              |         |     |     |     |       |     |          |
|                             |                              |         |     |     |     |       |     |          |
| Time Distrib.               | Effective Time               |         |     |     |     |       |     |          |
|                             | Travel Time                  |         |     |     |     |       |     |          |
|                             | Vehicle                      |         |     |     |     |       |     |          |
|                             | Travel Time Plant            |         |     |     |     |       |     |          |
|                             | Lost Time Weather (Explain)  |         |     |     |     |       |     |          |
|                             | Minor Repairs (Explain)      |         |     |     |     |       |     |          |
|                             | Major Repairs (Explain)      |         |     |     |     |       |     |          |
|                             | Other Duties / Miscellaneous |         |     |     |     |       |     |          |
|                             | Holiday or Leave             |         |     |     |     |       |     |          |
|                             | Survey/Inspection            |         |     |     |     |       |     |          |
|                             | Removing Obstructions        |         |     |     |     |       |     |          |
| Preparation                 |                              |         |     |     |     |       |     |          |
| <b>TOTAL TIME IN PERIOD</b> |                              |         |     |     |     |       |     |          |

| Herbicide / Adjuvant | Cost \$ | Amount Used - Gallons or Pounds |  |  |  |  | TOTAL \$ |
|----------------------|---------|---------------------------------|--|--|--|--|----------|
|                      |         |                                 |  |  |  |  |          |
|                      |         |                                 |  |  |  |  |          |

| Herbicide Diluent & Rate Per Acre | Total Acres |
|-----------------------------------|-------------|
|                                   |             |

| Acres Controlled                   | Monday | Tuesday | Wednesday | Thursday | Friday |
|------------------------------------|--------|---------|-----------|----------|--------|
| Daily Activities, Wind Speed, Etc. |        |         |           |          |        |

|                              |                         |       |
|------------------------------|-------------------------|-------|
| Comments, Explanations, Etc. | <b>SUMMARY OF COSTS</b> |       |
|                              | Contractual Services    | _____ |
|                              | Equipment               | _____ |
|                              | Salaries                | _____ |
|                              | Fringe Ben              | _____ |
|                              | Total Sal. & Fr. Ben.   | _____ |
|                              | Chemical                | _____ |
|                              | Indirect (_____%)       | _____ |
| Other                        | _____                   |       |
| <b>GRAND TOTAL:</b>          |                         | _____ |

Submitted: \_\_\_\_\_ Approved: \_\_\_\_\_

## **Attachment G**

Fish and Wildlife Conservation Commission  
Cooperative Aquatic Plant Control Program  
Indirect Cost Reimbursement  
Chapter 68F-54 (formerly 62C-54) F.A.C.

The United States Office of Management and Budget Circular A-87 (Cost Principles for State and Local Governments) requires local governments to establish a cost allocation plan and indirect cost rate on an annual basis within six (6) months after the last day of the Contractor's fiscal year. Therefore, the Contractor shall file a copy of this plan with the Commission by March 31st of the contract year.

The Commission shall tentatively reimburse the Contractor at the same rate established for the prior fiscal year pending receipt of the Contractor's current year cost allocation plan and indirect cost rate. If the Contractor has not filed a copy of the plan by the March 31 deadline, the Contractor is ineligible for recovery of indirect costs and shall refund to the Commission all indirect costs previously paid unless the Contractor requests and the Commission approves an extension.

Rates shall be based on salaries and wages excluding fringe benefits.

Indirect cost rates shall be limited to 15% of total direct cost or the actual indirect rate (based on salaries and wages), whichever is less. The total of direct and indirect cost reimbursed to the Contractor shall not exceed the total allocation set forth in an executed Task Assignment for this contract.

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