



## Department of Environmental Protection Office of Inspector General

December 18, 2023

Report A-2223DEP-015

### *Audit of Agreement RP900 with AshBritt, Inc.*

#### **INTRODUCTION**

The Florida Department of Environmental Protection (Department) Office of Inspector General (OIG) conducted an audit of Agreement RP900 (Agreement) with AshBritt, Inc. (Contractor). This audit was initiated as a result of the OIG Annual Audit Plan for Fiscal Year 2022-2023.

#### **AUDIT SCOPE, OBJECTIVES, AND METHODOLOGY**

The scope of the audit focused on all activities performed by the Contractor under the Agreement for Upland Debris Removal and Emergency Services with the Department from March 12, 2021, through the duration of the audit. Activities relating to the procurement of the Agreement were also evaluated.

The objectives of the audit were to:

- Determine whether deliverables were completed as specified in the Agreement, and whether payments were made in compliance with the Agreement.
- Determine the Contractor's overall compliance with the Agreement.
- Determine whether Department oversight of Procurement and Agreement activities was adequate.

To achieve our audit objectives, our methodology included a review of statutory and Agreement requirements, authoritative documentation, financial records, Agreement activity documentation, and interviews with Department staff and the Contractor.

#### **BACKGROUND**

The Department's Division of Recreation and Parks (Division) is responsible for the removal of debris from upland State-managed lands including public conservation lands. The Department issued a Request for Proposal in order to contract for upland debris removal/emergency services. The solicitation required each vendor's response to include the following information separated in volumes: Volume I Business Response, Volume II Technical Response, and Volume III Price Sheet. The Division evaluated each volume on a set of criteria, with 425 points the most available points a vendor could receive. Based on our review, the Department recommended contracts be awarded to seven different contractors.

This Agreement was for upland debris removal and emergency services for a five-year term beginning on the date of execution, March 12, 2021. All work assignments under the Agreement are authorized by the Department through a Task Assignment (TA) Notification Form or Task Assignment Change Order Form. In September 2021, a TA was issued to the Contractor which authorized the Contractor to remove Hurricane Irma-related marine debris from spoil islands in the IntraCoastal Waterway in Miami-Dade County. The TA was executed on September 17, 2021,

and expired on June 30, 2022. The total amount authorized under the TA was \$100,149.60. There was one invoice submitted during the TA, and one payment made in the amount of \$57,818.04. According to the TA, contract management responsibilities were delegated to Division staff. However, it was noted during the audit that staff within the Biscayne Bay Aquatic Preserve (BBAP) had some oversight over the TA as well. Due to staff turnover, staff within the Office of Resilience and Coastal Protection (ORCP) were also tasked at some point with contract management of the TA.

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## **RESULTS OF AUDIT**

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During the audit, we reviewed documentation and records relating to the Agreement's procurement, the Contractor's completion of the deliverables included in the TA, and the subsequent payment request. A summary of our review is below.

### **TA Scope of Work**

In accordance with the Scope of Work, the *Contractor shall provide the removal and proper disposal of debris accumulated on islands in North Biscayne Bay (Exhibit A) resulting from storm effects from Hurricane Irma. This debris presents a hazard to island visitors, boaters, wildlife, and restored native island vegetation. The budget will be no more than \$100,000.00 for the completion of services as specified in the Scope of Work... The Contractor shall provide all labor, supervision, equipment, materials, and expertise required to perform the Services and provide the associated deliverable as directed in Section 4.3a, Deliverables.* The TA's Scope of Work included three sections: General Conditions, Special Conditions, and Contractor Responsibilities. The Contractor Responsibilities section included the deliverables and documentation of deliverables requirements.

### **General Conditions**

The General Conditions specified in the Agreement appear to lay out the environment the Contractor may encounter during the debris removal. Specifically, *Each island may have several thousand pounds of debris which may consist of individual pieces of milled lumber, wooden dock and decking materials, pieces of lumber constructed into structures on the island, furniture, automotive panels and plastic parts, boat parts, plastics, roofing materials, etc. Pieces may have sharp edges and exposed hardware and fasteners.* The General Conditions included five topics which contain some requirements but mostly described the work environment:

1. Access: Requires the Contractor to only use vessels with a maximum draft of two feet when loaded and a minimum of 21 feet in length. The watercraft must have been inspected by the U.S. Coast Guard within the past 12 months and found to meet all requirements for that type and usage of vessel. While these appear to be requirements in the Agreement, there was no specifications of when this information should be provided or to who it should be provided. Based on a document request, ORCP stated the Contractor did not have the vessel details and inspection reports but was working to obtain them. ORCP staff stated they could not say with certainty whether the Contractor initially provided the documentation since the employees responsible for project management were no longer with the Department. During our review, we were able to obtain some vessel details regarding size and draft, but no inspection reports were provided.
2. Species Protections: The TA states, *care will be taken to note and avoid any manatees, dolphins, or other protected marine animals.*
3. Staging Sites: The TA states, *if a staging site or temporary storage site is required for transferring the waste from the islands to an upland disposal location, the contractor shall*

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*own or coordinate with the owner or manager of the property used as temporary garbage storage/staging sites and provide documentation of such coordination or ownership to DEP. Based on our review, the project was completed without the need to utilize any temporary debris management areas.*

4. Debris Removal: The TA states, *all dump (“tipping” in RFP 2021007) fees are paid by the Contractor. Upon disposing of refuse, [the] contractor must obtain receipt (stating weight and/or amount of refuse). The successful contractor shall deliver all debris disposal receipts upon completion of removal of debris from each island.* The TA also notes:

***Contractor must attach a copy of all trash disposal receipts from Authorized Disposal Sites with invoices. Invoices received without the required information will not be processed until proper documentation is received.***

Based on our review, the Contractor appeared to provide landfill receipts, load tickets, and an invoice in compliance with the TA. Each load ticket provided was accounted for in the invoice, and each load ticket was supported with a landfill receipt. However, based on communication with ORCP, we were unable to determine when the required documentation was received by the Department. Since we were unable to determine when the documentation was received, we also could not determine the following:

- If the Contractor provided all trash disposal receipts with the invoice concurrently.
- If the Contractor provided all required documentation before receiving payment.

5. Data Management: The TA required the Contractor to record data on the debris removed. Specifically, the Contractor was to record the seven requirements listed as part of the grant-required data collection. Based on our review of documentation, it appears the Contractor provided two Excel spreadsheets and photos. The documentation provided appears to meet all the grant-required data collection requirements.

#### Special Conditions

The Special Conditions as outlined in the TA included the following six requirements:

1. Motorized Watercraft: The Contractor must provide basic information for motorized watercraft that will be used to provide services under this Agreement, and associated copies of U.S. Coast Guard Vessel inspection reports. As stated above, we were able to obtain some documentation regarding vessel details but were not provided the required U.S. Coast Guard Vessel inspection reports. Additionally, this documentation does not appear to have been provided during the term of the Agreement.
2. Statement of Understanding: The Contractor was to provide a statement of understanding for adherence to regulations and Best Management Practices (BMP). Based on our review, the Contractor provided a Site-Specific Safety and Health Plan, which included the following statement:

*“AshBritt’s debris collection crews will manually collect debris from the islands in accordance with the BBAP NOAA Hurricane Irma Marine Debris Removal Grant Contractor Scope of Work, BBAP Marine Debris Removal and the Environmental Best Management Practices (BMPs) / Project Design Criteria (PDC) checklist.”*

3. Licenses and Insurance: The Contractor was to provide proof of license(s) and appropriate insurance. The TA does not specify what type of coverage the Contractor was to provide. However, the Agreement states the Contractor is to maintain, at minimum, the following insurance requirements: commercial general liability insurance, commercial automobile insurance, and workers’ compensation and employer’s liability coverage. Our review found

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the Contractor provided a certificate of liability insurance that included the minimum insurance requirements as described in the Agreement. Additionally, the Contractor provided a general contractor's license.

4. **Safety Plan:** The Contractor was to provide a safety plan detailing procedures and methods for accomplishing the work required. As described in 2 above, the Contractor provided a Site-Specific Safety and Health Plan, which detailed the procedures and methods as required by the TA.
5. **Itemized Quote:** The Contractor was to provide an itemized quote with all costs to the Contractor, including reimbursable and fixed price. Based on our review, the Contractor appeared to provide a quote with an itemized list of the cost for removal and transport of various debris types by quantity and mileage but does not list any other costs other than optional services.
6. **Data Management File:** The Contractor was to provide, at minimum, one data management file detailing the information specified under "Data Management" as part of the TA's General Conditions requirement. As stated above, it appears the Contractor provided two Excel spreadsheets and photos meeting the grant-required data collection requirements specified under "Data Management". Based on review of documentation, it appears the Contractor completed the requirement in compliance with the TA.

#### Contractor Responsibilities

The Contractor Responsibilities included the deliverables, documentation of deliverables, and invoicing requirements.

**Deliverables:** Using BMPs, the Contractor was required to remove and properly dispose of debris accumulated on the 13 islands identified in North Biscayne Bay resulting from storm effects from Hurricane Irma. The deliverables included the following requirements:

1. *Collect debris on each island and transport it to a preapproved authorized disposal site.*
2. *It is the Contractor's responsibility to obtain all necessary permits and/or approvals before removal is initiated.*

**Documentation of Deliverables:** The Contractor was required to provide documentation of deliverables before the work was approved and payment authorized. In addition, the Agreement states, *all deliverables must be received and accepted in writing by the Department's Contract Manager before payment.* The TA outlines seven action items for the Contractor to complete as part of the Documentation of Deliverables. During our review, we requested documentation verifying the deliverables had been completed in accordance with the Agreement. ORCP staff forwarded our request to the Contractor, and a summary of our review is as follows:

1. *Once work is completed notify office of completion, on a per island basis. BBAP will inspect to make sure debris is removed properly.* Based on our review, the Contractor indicated that notification of completion was done either by phone or text. We requested documentation that would demonstrate the Contractor fulfilled this requirement. While the TA does not specify how the Contractor was to notify the office of completion on a per island basis, ORCP was unable to provide documentation that demonstrated the Contractor fulfilled the requirement.
2. *A punch list of any remaining items for the islands may be produced after inspection. All parties must agree to the items contained in the punch list and the contractor must satisfactorily complete the items prior to acceptance of the work and final payment.* Based on statements from the Contractor, the Division identified punch list items during on-site

inspections and those items were addressed immediately. While the Agreement states a punch list “may” be produced, we were unable to verify this was completed.

3. *All tipping fee receipts of debris disposal to an Authorized Disposal Site, on a per island basis.* The Contractor appeared to provide tipping fees on a per island basis. The landfill receipts detail the weight of debris supplied in pounds and tons. The load tickets are from the Contractor detailing debris quantity, debris classification, location, and company information. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.
4. *Work log information providing date surveyed, data collected, and how all debris was found and removed.* As stated previously, the Contractor provided two Excel spreadsheets that included information on the debris removed. Together the two spreadsheets include the date surveyed, the data collected, and where the debris was disposed. Based on our review of documentation, it appears the Contractor completed the requirement in compliance with the Agreement. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.
5. *Itemized list of final payments based on the original rates in the Price Sheet.* Based on our review of documentation, it appears the Contractor completed the requirement in compliance with the Agreement. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.
6. *Geo-referenced images will be taken of the debris pre- and post- removal by the contractor with specific coordinates (latitude, longitude).* Based on our review the Contractor appears to have completed this requirement in compliance with the Agreement. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.
7. *Fully completed data management files including the digital logs of activities conducted and any debris-species interactions, if witnessed.* As stated previously, our review found the Contractor provided two Excel spreadsheets and photos meeting the grant-required data collection requirements specified under “Data Management” in the General and Special Conditions. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.

### **Invoices and Payment**

The Agreement states, *all deliverables must be received and accepted in writing by the Department’s Contract Manager before payment.* Once the deliverables are accepted by the Department, the Contractor was required to submit invoices within 30 days after the date of acceptance. The invoices and appropriate documentation were to be submitted via email to the Division’s Contract Manager. During our review, we requested a copy of the written approval of deliverables; however, no documentation was provided. The TA states, *Invoices are due on the last day of each month for islands with services completed within that month. Payment will be made upon DEP acceptance of completed deliverables and invoices with service dates included.*

Our review determined the Contractor submitted one invoice for payment. The invoice, dated April 20, 2022, lists a service period of November 26, 2021, to February 18, 2022. Based on communication with ORCP, we were unable to determine when the Contractor submitted the invoice or the required supporting documentation. Without the Department’s written acceptance of the deliverables and communication documents of the Contractor’s submission, the OIG was unable to determine:

- When, or if, appropriate deliverables were submitted to the Department prior to payment.
- Whether the Contract Manager reviewed and approved the deliverables in writing prior to payment.
- If the Contractor submitted the invoice and supporting documentation within 30 days following the Department's written acceptance of the deliverables.

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## **CONCLUSION**

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Based on our review, the Contractor appears to have generally completed the removal and disposal of debris pursuant to the Agreement. However, we noted sufficient documentation of approval of deliverables was not maintained by the Division. Our finding and recommendation are listed below.

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## **FINDINGS AND RECOMMENDATIONS**

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**Finding 1: Division Oversight – Sufficient documentation was not maintained showing receipt and review of deliverables, or written acceptance of deliverables by the Contract Manager as required by the Agreement.**

### **Written Acceptance of Deliverables**

The Agreement states, *all deliverables must be received and accepted in writing by the Department's Contract Manager before payment.* Once the deliverables are accepted by the Department, the Contractor was required to submit invoices within 30 days after the date of acceptance. The invoices and appropriate documentation were to be submitted via email to the Division's Contract Manager. During our review, we requested a copy of the written approval of deliverables; however, no documentation was provided. The TA states, *Invoices are due on the last day of each month for islands with services completed within that month. Payment will be made upon DEP acceptance of completed deliverables and invoices with service dates included.*

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- Whether the Contract Manager reviewed and approved the deliverables in writing prior to payment.
- If the Contractor submitted the invoice and supporting documentation within 30 days following the Department's written acceptance of the deliverables.

### **TA Requirements**

Based on our review, we were unable to confirm the following TA requirements were completed:

#### **General Conditions**

- **Access:** Requires the Contractor to only use vessels with a maximum draft of two feet when loaded and a minimum of 21 feet in length. The watercraft must have been inspected by the U.S. Coast Guard within the past 12 months and found to meet all requirements for that type and usage of vessel. While these appear to be requirements in the Agreement, there was no specifications of when this information should be provided or to who it should

be provided. Based on a document request, ORCP stated the Contractor did not have the vessel details and inspection reports but was working to obtain them. ORCP staff stated they could not say with certainty whether the Contractor initially provided the documentation since the employees responsible for project management were no longer with the Department. During our review, we were able to obtain some vessel details regarding size and draft, but no inspection reports were provided.

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Special Conditions:

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**Documentation of Deliverables**

Based on our review, we were unable to confirm whether some deliverables were completed in accordance with the Agreement and TA. The Contractor was required to provide documentation of deliverables before the work was approved and payment authorized. In addition, the Agreement states, *all deliverables must be received and accepted in writing by the Department’s Contract Manager before payment.* The TA outlines seven action items for the Contractor to complete as part of the Documentation of Deliverables. During our review, we requested documentation verifying the deliverables had been completed in accordance with the Agreement. ORCP staff forwarded our request to the Contractor, and a summary of our review is as follows:

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*satisfactorily complete the items prior to acceptance of the work and final payment.* Based on statements from the Contractor, the Division identified punch list items during on-site inspections and those items were addressed immediately. While the Agreement states a punch list “may” be produced, we were unable to verify this was completed.

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7. *Fully completed data management files including the digital logs of activities conducted and any debris-species interactions, if witnessed.* As stated previously, our review found the Contractor provided two Excel spreadsheets and photos meeting the grant-required data collection requirements specified under “Data Management” in the General and Special Conditions. However, we were unable to determine when the required documentation was received or approved by the Contract Manager.

### **Recommendations:**

- 1.1 We recommend the Division implement stronger internal controls to ensure Contract Managers maintain sufficient documentation showing receipt and review of deliverables, and written acceptance of deliverables, as required by the Agreement.

### **Management Response:**

- 1.1 The Division agrees that additional measures will be taken to document the receipt, review and written acceptance of deliverable as required by the Agreement. This is particularly important when the contract is being utilized by an agency partner outside of the Division of Recreation and Parks.



**STATEMENT OF ACCORDANCE**

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**Statement of Accordance**

The Mission of the OIG is to promote accountability, integrity, and efficiency by providing quality audits, investigations, management reviews, and technical assistance.

This work product was prepared pursuant to § 20.055, Florida Statutes, in accordance with the *Principles and Standards for Offices of Inspectors General* as published by the Association of Inspectors General and the *International Standards for the Professional Practice of Internal Auditing*, as published by the Institute of Internal Auditors, Inc. The audit was conducted by Melanie Prescott and supervised by Susan Cureton.

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