

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 21, 2016	(X) Consent	() Regular
Department	() Workshop	() Public Hearing
Submitted By:	<u>Environmental Resources Management</u>	
Submitted For:	<u>Environmental Resources Management</u>	

I. EXECUTIVE BRIEF

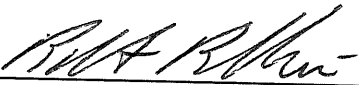
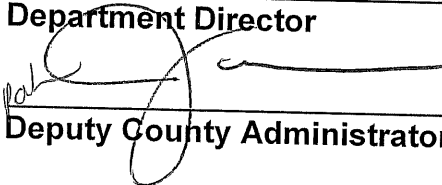
Motion and Title: Staff recommends motion to:

- A) **approve** Contract No. GC896 with the Florida Department of Environmental Protection (FDEP) for the Petroleum Restoration Program for a term of July 1, 2016, through June 30, 2021; and
- B) **authorize** the County Administrator, or her designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the contract, and necessary minor amendments that do not significantly change the scope of work, or terms and conditions of the contract.

Summary: Under Contract No. GC896, the County will continue to perform contamination cleanup activities on behalf of FDEP and administer the Petroleum Restoration Program through the Department of Environmental Resources Management for the 5 year period of July 1, 2016, through June 30, 2021. This Contract includes provisions for additional compensation based on terms of the contract. However, this Contract itself authorizes no work or compensation. Instead, on an annual basis, FDEP will issue task assignments to the County for specific job tasks necessary to carry out cleanup services at the local level. The Contract does not include an early termination provision without cause for the County. No financial impact to the County is anticipated as FDEP will be reimbursing the County for each task assignment performed by the County. Countywide (AH)

Background and Justification: Palm Beach County has provided contamination cleanup services for the FDEP under a series of contracts since 1988. The program is currently known as the Petroleum Restoration Program. The program involves site management, technical review services, and enforcement of state petroleum contamination cleanup regulations for sites in the County contaminated by discharges of petroleum products. The County's responsibilities include site management, development of a Scope of Work, review of technical documents, and evaluation of contractors, owner communication and other technical documentation.

Attachment:
1. FDEP Contract No. GC896

Recommended by:		<u>5/25/16</u>
	Department Director	Date
Approved by:		<u>6-14-16</u>
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# 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:

FDEP contract GC896
No fiscal impact until a task Assignment is issued.

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

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

[Signature]
OFMB *6/13/16*

[Signature] *6/13/16*
Contract Development and Control

B. Legal Sufficiency:

Anne Helfant 6/14/16
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

DEP Contract No. GC896

**CONTRACT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PETROLEUM RESTORATION PROGRAM (PRP)
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("Department"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and Palm Beach County Board of County Commissioners whose address is 2300 N. Jog Road, West Palm Beach, FL 33411 ("Local Program"), a Local Government, to provide petroleum contamination cleanup site management activities on behalf of the Department.

NOW, THEREFORE, the parties agree as follows:

SERVICES AND PERFORMANCE

1. **SERVICES.** Department hereby retains, and Local Program agrees to provide petroleum contamination cleanup site management activities on behalf of the Department in accordance with **Attachment A**, Scope of Work (the "Scope") and all exhibits and Attachments named and incorporated herein by reference. Local Program has been determined to be a vendor to Department under this Contract. For purposes of the Contract, additional definitions and terms are described in **Attachment B**, Contract Definitions, incorporated herein.

2. **STANDARD OF CARE FOR PERFORMANCE.**

A. Local Program shall perform as an independent contractor and not as an employee of Department.

B. Local Program shall perform the services in a proper and satisfactory manner as determined by Department. Any and all such equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by Local Program.

C. Local Program shall provide competent, suitably qualified personnel.

D. Local Program shall perform the services in a manner consistent with that level of care and skill ordinarily exercised by other contractors performing the same or similar services under similar circumstances at the time performed.

E. Local Program's petroleum contamination cleanup site management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on sites to which they are assigned;

2. Ensuring personnel know the management chain, adhere to Local Program and Department policies, and exhibit professional conduct to perform in the best interest of the Department;

3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Local Program performance and relationships with the Department;

4. Assessing personnel performance and providing feedback to Local Program personnel to improve overall task performance; and

5. Ensuring high quality results are achieved through task performance.

F. The Department shall notify the Local Program of any performance deficiency of any specific Local Program employee. The Department will provide the Local Program sixty (60) calendar days to work with the poorly performing employee to correct the performance deficiencies. However, the Department may require replacement of any Local Program personnel for cause, and at the Department's discretion for reasons including, but not limited to, quality of work, technical qualifications, conduct or to meet other requirements established by the Department. Failure by the Local Program to remedy its employee's performance deficiency may result in application of other remedies as provided in paragraph 15 and 16 of this Contract.

3. WORK.

A. Local Program shall provide the services ("Work") specified in the Scope. Department shall authorize all Work assignments by Task Assignment Notification Form or Task Assignment Change Order Form (attached hereto and made a part hereof as **Attachments C and D**, respectively) for the products and services to be provided under this Contract.

B. No Work may be performed under this Contract, until a Task Assignment Notification Form or Task Assignment Change Order Form as been fully executed by both Department and Local Program.

C. A Task Assignment Notification Form must be executed by the Department and the Local Program prior to July 1 of each year. Before any Task Assignment is considered by the Department for a new fiscal year, Local Program must have satisfactorily performed in the prior year and timely submitted to the Department the documents requested in the Scope to create a Task Assignment for the next year.

D. In the event services are required that are within the general description of services, but are not specifically set out in the Scope, Department and Local Program reserve the right to negotiate the Work assignments covering performance of those required services.

E. There is no minimum amount of Work guaranteed as a result of this Contract. Any and all Work assigned will be at the sole discretion of Department.

F. Department shall not authorize any Work, and may suspend or terminate for cause any Work assigned to Local Program under this or any other contract, if and in the event that Department and Local Program (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

4. TERM OF CONTRACT.

A. Initial Term. Contract shall begin on July 1, 2016 and remains in effect until June 30, 2021, inclusive. No Work assignment may extend beyond the expiration date of the Contract or any Contract Amendment.

B. Renewal term. This Contract may be renewed, in writing, on the same terms and conditions as the original Contract and any amendments thereto, for a period no greater than the initial term, or three (3) years, whichever is longer. All renewals are contingent upon satisfactory performance by Local Program.. Renewals may be for the entire period or in increments.

5. COMPENSATION.

A. As consideration for the services satisfactorily performed by the Local Program under the terms of this Contract, the Department shall pay the Local Program on a combination fixed price and cost reimbursement basis as defined in the executed Task Assignment.

B. The Local Program's performance will be assessed monthly and retainage shall be withheld per the executed Task Assignment.

C. Local Program will be eligible for performance incentives, to be paid on a monthly basis, as specified in the executed Task Assignment.

LOCAL PROGRAM SHALL NOT BE COMPENSATED FOR SERVICES PERFORMED PRIOR TO EXECUTION OF THIS CONTRACT, NOR FOR SERVICES THAT EXCEED THE FUNDING AMOUNT SPECIFIED IN THE EXECUTED TASK ASSIGNMENTS OR IN ANY AMENDMENTS TO THIS CONTRACT.

6. ANNUAL APPROPRIATION. Department's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature. Authorization for continuation and completion of Work and payment associated therewith may be rescinded with proper notice at the discretion of Department if state or federal appropriations are reduced or eliminated.

7. PHYSICAL ACCESS AND INSPECTION. As applicable, Department personnel shall be given access to and may observe and inspect Work being performed under this Contract, including by any of the following methods:

A. Local Program shall provide access to any location or site on which Local Program is performing Work, or storing or staging equipment, materials or documents;

B. Local Program shall permit inspection of any facility, equipment, practices, or operations required in performance of any Work; and,

C. Local Program 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.

8. PAYMENT METHOD.

A. Local Program shall submit monthly invoices and status reports as specified in **paragraph E of the Scope.**

B. All invoices submitted must be sufficient detail for a proper pre-audit and post-audit review

C. Each monthly invoice, including appropriate supporting documentation as required below, shall be submitted via email to the following:

Florida Department of Environmental Protection
Petroleum Restoration Program
Attn: Rose Driber
Email address: Rose.Driber@dep.state.fl.us

D. The Local Program shall submit electronically the monthly proposed invoice within seven (7) business days of the last day of the preceding month, including **Attachments H through K**, per the Scope. Local Program shall include the Monthly Status Report with the invoice (**Attachment L**).

E. Department must approve the final deliverable(s) before Local Program may submit final invoice and any forms.

F. The June invoice shall be received no later than the first business week of July. Invoices received later than the date specified above, are subject to the availability of funding provided under the Contract at the time the invoice is submitted. If funding supporting the Contract has been reverted, the Department shall not be obligated to pay the Local Program for the late invoice(s).

9. INVOICING REQUIREMENTS FOR COST REIMBURSEMENT CONTRACTS.

The State of Florida Department of Financial Services (DFS) requires detailed supporting documentation of all costs that will be paid on a cost reimbursement basis (see paragraphs 9.A. and 9.B.). Local Program shall comply with the minimum Contract Payment Requirements (attached hereto and made a part thereof as **Attachment E**). The Local Program must obtain written approval from the Department, and a Task Assignment Notification Form or Task Assignment Change Order Form must be executed by both parties, in advance, before purchasing computer equipment and vehicles. Any such purchase shall be competitively procured. Invoices shall be accompanied by supporting documentation and other requirements as follows:

- A. Computer Equipment (Capital Outlay \$1,000 or more in value) - Reimbursement for the purchase of non-expendable computer equipment costing \$1,000 or more is authorized, if agreed to in an executed Task Assignment. Copies of invoices or receipts to document charges must be provided. This provision only includes

computer monitor and tower or laptop and excludes ancillary or similar equipment such as printers, copiers, scanners, notepads, and phones of any kind.

Upon satisfactory completion of the Contract, the Local Program may retain ownership of the computer equipment purchased under this Contract. The following terms shall apply during the term of this Contract:

1. The Local Program shall have use of the computer equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 2. The Local Program is responsible for the implementation of adequate maintenance procedures to keep the computer equipment in good operating condition.
 3. The Local Program is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, computer equipment purchased with state funds and held in Local Program's possession for use in a contractual arrangement with the Department.
- B. Vehicles - The Local Program is authorized to purchase a vehicle(s) for use in performing the services described in the Scope. The Local Program must obtain written approval in advance from the Department, and vehicle(s) must be included in an executed Task Assignment. The Local Program shall competitively procure the vehicle(s).
1. The Local Program shall have title to and use of the vehicle(s) by its authorized employees only, for the authorized purposes of this Contract as long as the required work is being satisfactorily performed. In the event that this Contract is terminated for any reason, or use of the vehicle(s) is no longer needed, title of the vehicle shall be transferred to the Department.
 2. The Local Program is responsible for maintaining the vehicle(s) in accordance with the manufacturer required maintenance schedule and procedures to keep the vehicle in good operating condition. Maintenance records and files for the vehicle must be retained and are subject to inspection by the Department.
 3. The Local Program is responsible for purchasing and maintaining a current State of Florida tag and registration for all vehicles purchased under this Contract.

10. TRAVEL. Travel costs are included in the fixed cost amount of this Contract.

11. CHANGE ORDERS AND AMENDMENTS. Department may at any time, by written order designated to be a Change Order, make any change in the Work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in Contractor's cost or time shall require an appropriate adjustment and modification by Amendment to this Contract. Following execution of

this Contract, any future Amendments or Change Orders may be executed by Department representative with appropriate delegated authority.

12. PROMPT PAYMENT.

A. Department's Contract Manager shall have five (5) business days, unless a greater period is specified herein, to inspect and approve an invoice. Department shall submit a request for payment to DFS within twenty (20) business days; and DFS shall issue a warrant within ten (10) business days thereafter. Days are calculated from the latter of the date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to Local Program for correction(s) will result in an uncompensated delay in payment. A Vendor Ombudsman has been established within DFS who may be contacted if Local Program is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at 850-413-5516, per Section 215.422, Florida Statutes.

B. If a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services, Department shall pay Local Program interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance of the invoice. Interest payments of less than \$1 will not be issued unless Local Program requests such payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone numbers provided above, or Department's Procurements Section at 850-245-2361, per Section 215.422, Florida Statutes.

PARTY REPRESENTATIVES

13. 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.

14. IDENTIFICATION OF CONTRACT MANAGERS. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified below must be noticed, in writing, to the other party within ten (10) calendar days of the change. Department and Local Program Contract Managers and contact information is provided below:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Local Program
Palm Beach County Board of County
Commissioners
2300 N. Jog Road
West Palm Beach, FL 33411
Attn: Robert Robbins
Phone: 561-233-2400
Email: rrobbins@pbcgov.org

Department
Department of Environmental Protection
Petroleum Restoration Program
2600 Blair Stone Road, MS# 4540
Tallahassee, Florida 32399-2400
Attn: Rose Driber
Phone: 850-245-8891
Email: rose.driber@dep.state.fl.us

Alternate: Robert Perlowski
Phone: 850-245-8917
Email: Robert.perlowski@dep.state.fl.us

Alternate: Susan Fields
Phone: 850-245-8828
Email: Susan.fields@dep.state.fl.us

CONSEQUENCES FOR FAILURE TO PERFORM

15. FINANCIAL CONSEQUENCES FOR UNSATISFACTORY PERFORMANCE.

A. No payment will be made for deliverables deemed unsatisfactory by Department. In the event that a deliverable is deemed unsatisfactory by Department, regardless of whether retainage has been released Local Program shall perform or re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) calendar days of being notified of the unsatisfactory deliverable.

B. If a satisfactory deliverable is not submitted on time, Department may, in its sole discretion: 1) request from Local Program agreement to a reduction in the amount payable; 2) suspend all Work until satisfactory performance is achieved, or 3) terminate the Contract for failure to perform.

16. CORRECTIVE ACTION PLAN. In addition to the provisions in the executed Task Assignment Notification Form or Task Assignment Change Order Form, in the event that deliverables are unsatisfactory or are not submitted within the specified timeframe, Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by Local Program to 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 Department. The CAP shall be sent to Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, Department shall notify Local Program in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Local Program shall have ten (10) calendar days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as

specified above shall result in Department's termination of the Contract for cause as authorized in the Contract.

B. Upon Department's notice of acceptance of a proposed CAP, Local Program shall have ten (10) calendar days, or longer if specified in the approved CAP, to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Local Program of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Local Program, Department shall retain the right to require additional or further remedial steps, or to terminate the Contract for failure to perform. No actions approved by Department or steps taken by Local Program shall estop Department from subsequently asserting any deficiencies in performance. Local Program shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department Contract Manager.

C. Failure to respond to a Department request for a CAP shall result in suspension or termination of the Contract.

17. LIQUIDATED DAMAGES. No liquidated damages will be assessed.

18. RETAINAGE. Retainage will be withheld and released as specified in the executed Task Assignment Notification Form or Task Assignment Change Order Form.

LIABILITY

19. INSURANCE. To the extent required by law, the Local Program will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Contract. The Local Program shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Contract Manager prior to performance of any work pursuant to this Contract. The Local Program shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Local Program shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Local Program. 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 Contract is not protected under Workers' Compensation statutes, the Local Program shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Local Program shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Contract. 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 Contract.

B. The Local Program shall secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Contract. 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 Contract. 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

C. If any work proceeds over or adjacent to water, the Local Program shall secure and maintain, as applicable, any other type of required insurance, 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. In addition, the 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 carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Local Program'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 Procurement Administrator. In addition, the Local Program shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in the Scope.

E. If the Local Program is a Florida governmental entity that is self-funded for liability insurance, this paragraph 19.E. supersedes 19.A. through D., above:

Local Program 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 Local Program's officers, employees, servants and agents while acting within the scope of their employment with the Local Program.

20. INDEMNIFICATION. Local Program and Department shall each be solely responsible for the negligent or wrongful acts of its respective employees and agents acting within the scope of their employment. Further, each party shall bear its own costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by its employees and agents acting within the scope of their employment. However, nothing contained herein shall constitute a waiver by Local Program or Department of its sovereign immunity or waiver or modification of Section 768.28, Florida Statutes.

THIRD PARTIES

21. NONASSIGNABILITY. Local Program shall not sell, assign or transfer any of its rights, duties or obligations under this Contract (its **Rights and Duties**), without the prior written consent of Department. Local Program shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by Department. However, Department may expressly release Local Program from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign Department's Rights and Duties, but shall give prior written notice of its intent to do so to Local Program. The foregoing notwithstanding, Local Program hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.

22. SUBCONTRACTING. Local Program shall not subcontract any work under this Contract.

23. THIRD PARTY BENEFICIARIES. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

SUSPENSION AND TERMINATION

24. SUSPENSION.

A. Department may order Local Program in writing to suspend, delay or interrupt all or any part of the Work for failure to perform, or as otherwise specified herein, such period of time as Department may determine to be appropriate for any of the following reasons:

- i. Local Program fails to timely and properly correct deficiencies in or performs unsatisfactory work;
- ii. Local Program's insurer or surety notifies Department that any of its required insurance or bonds has lapsed or will lapse, and Local Program fails to provide replacement insurance or bonds acceptable to Department before the insurance or bond cancellation or termination date;
- iii. Local Program materially violates safety laws or other constraints;
- iv. Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension; or
- v. For the convenience of Department.

B. If the performance of all or any part of the Work is suspended, delayed or interrupted for an unreasonable period of time by an act of Department in administration of the Work, or by Department's failure to act within a reasonable time to review or approve an invoice, Department shall provide an equitable extension of the time allowed to complete the

Work and modify the Scope accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:

i. Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of Local Program; or

ii. Equitable adjustment is provided for (or excluded) under any other provision of this Contract.

C. Local Program shall not be compensated for Work performed subsequent to a notice of suspension by Department.

25. TERMINATION.

A. Either party t may terminate this Contract at any time for cause, in the event of the failure of the other party to fulfill any of its obligations including those obligations outlined in paragraph 2 and 3 of this Contract. Prior to termination, a party shall provide thirty (30) calendar days written notice of its intent to terminate for cause, including the reasons for such, and shall provide the other party an opportunity to consult regarding the reason(s) for termination. Local Program may be afforded the possibility of curing any default at the sole discretion of the Department.

B. The Department may terminate this Contract without cause and for its convenience by giving sixty (60) calendar days written notice to Local Program. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and Local Program shall be entitled only to recover those amounts earned by it for authorized deliverables completed up to the date of termination (or as may be agreed to in writing by Department for completion of all or any portion of the Work in process).

GENERAL CONDITIONS

26. PUBLIC RECORDS.

A. Local Program shall keep and maintain public records required by Department in order to perform the services under this Contract.

B. Upon request from the Department's custodian of public records, Local Program 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.

C. Local Program shall 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 Contract term and following completion of the Contract if the Local Program does not transfer the records to the Department.

D. Upon completion of the Contract, Local Program shall transfer, at no cost to Department, all public records in possession of Local Program or keep and maintain public

records required by the Department to perform the services under this Contract. If the Local Program transfers all public records to the Department upon completion of the Contract, Local Program shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Local Program keeps and maintains public records upon completion of the Contract, the Local Program shall meet all applicable requirements for retaining public records. Local Program shall keep a duplicate of all accounting records required to be kept pursuant to paragraph 34 of this Contract. 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.

E. This Contract may be unilaterally canceled by Department for Local Program's failure or refusal to comply with any of the foregoing provisions or to either provide to the Department upon request, or to allow inspection and copying of, all documents, papers, letters, or other material made or received by Local Program in conjunction with this Contract, unless the records are claimed and determined to be exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. If Local Program fails to provide the public records to the Department within a reasonable time, the Local Program may be subject to penalties under s. 119.10, F.S.

F. IF THE LOCAL PROGRAM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL PROGRAM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, which for this Contract is SUSAN FIELDS at (850) 245-8828, susan.fields@dep.state.fl.us, or Department of Environmental Protection, 2600 Blairstone Rd., Mail Station 4540, Tallahassee, FL 32399-2400

27. PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) If available, Local Program agrees that any articles which are the subject of, or required to carry out, this Contract shall be purchased from P.R.I.D.E. as specified in Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with P.R.I.D.E. are concerned.

The "Corporation identified" is (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org/>

28. RESPECT OF FLORIDA. If available, Local Program agrees that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency is concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

29. NON-SOLICITATION. Local Program covenants and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Local Program 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 Local Program any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

30. LOBBYING PROHIBITIONS. In accordance with Section 216.347, F.S., the Local Program is hereby prohibited from using funds provided by this Contract for the purposes 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.

31. CONFLICT OF INTEREST. Local Program covenants and warrants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder. This provision does not apply to Local Program-owned or other public properties which are eligible for participation in any of the state-funded petroleum cleanup programs.

32. FORCE MAJEURE. Local Program shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Local Program or its employees, subcontractors or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Local Program's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Local Program. In case of any delay Local Program believes is excusable, Local Program shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within five (5) calendar days after the cause that creates or will create the delay first arose, if Local Program could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within ten (10) calendar days after the date

Local Program first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE LOCAL PROGRAM'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted by Local Program against Department. Local Program shall not be entitled to an increase in the price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Local Program shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Department, in which case Department may (1) accept allocated performance or deliveries from Local Program, provided that Local Program grants preferential treatment to Department with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by Local Program for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

33. FORUM SELECTION, SEVERABILITY, AND CHOICE OF LAW. This Contract has been delivered in the State of Florida and shall be construed in accordance with substantive and procedural 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 with this Contract shall be brought in a court of competent jurisdiction located in Leon County, Florida.

34. RECORD KEEPING AND AUDIT.

- A. Local Program shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (**US GAAP**) consistently applied. Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion or termination. In the event any work is subcontracted, Local Program shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Local Program 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 Local Program will comply with this duty and ensure that its subcontracts issued under this Contract, if any, impose this requirement, in writing, on its subcontractors.

35. OWNERSHIP OF DOCUMENTS. All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall be considered works made for hire and shall be and become the property of Department upon completion or termination of this

Contract, without restriction or limitation on their use, and shall be made available upon request to Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to Department of said document(s), Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. Local Program shall not copyright any material and products or patent any invention developed under this Contract.

36. NON-WAIVER OF RIGHTS. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

37. TAX EXEMPTION. Local Program recognizes that Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on Local Program or for any taxes levied on employees' wages.

38. DISQUALIFICATION.

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

B. Local Program is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by Local Program under this Contract, pursuant to State of Florida Executive Order No.: 11-116. Also, Local Program shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work.

39. PUBLIC ENTITY CRIMES. A person or affiliate (as defined in Section 287.133, Florida Statutes) who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Local Program, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, Florida Statutes. Local Program certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify Department within five (5) calendar days of its, or any of its affiliate's, placement thereon.

40. NONDISCRIMINATION.

A. Local Program certifies that 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 Contract.

B. Local Program certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a Local Program, 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 ("DMS") 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.

C. Local Program shall comply with the Americans with Disabilities Act.

41. COMPLIANCE WITH APPLICABLE LAW. Local Program shall comply with all applicable federal, state and local rules and regulations in providing services to Department under this Contract including, but not limited to, local health and safety rules and regulations. This provision shall be included in all subcontracts issued as a result of this Contract.

42. GOVERNMENTAL RESTRICTIONS. If Local Program believes that any governmental restrictions require alteration of the material, quality, workmanship or performance of the products offered under this Contract, then Local Program shall immediately notify Department so in writing, identifying the specific restriction and alteration. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to Department. Local Program's failure to timely notify the Department of its asserted belief shall constitute a waiver of such claim.

43. MODIFICATIONS REQUIRED BY LAW. Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to Department in support of this Contract, if applicable, and to include changes required by Florida Administrative Code rule changes.

44. ATTORNEY'S FEES. In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

45. ORDER OF PRECEDENCE. In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

1. Body of this Contract;
2. Scope;

3. All other attachments to this Contract; and
4. Documents, agreements and exhibits incorporated herein by reference

46. INTERPRETATION OF CONTRACT.

A. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.

B. Local Program acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against Department, and, instead, other rules of interpretation and construction shall be used.

47. HEADINGS. The headings contained herein are for convenience only, do not constitute a part of this Contract and shall not be deemed to limit or affect any of the provisions hereof.

48. EXECUTION IN COUNTERPARTS. This Contract 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.

49. REMEDIES. All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election hereunder shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

50. WARRANTY OF ABILITY TO PERFORM. Local Program warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Local Program's ability to satisfy its Contract obligations. Local Program warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Local Program shall immediately notify Department in writing if its ability to perform is compromised in any manner during the term of this Contract.

51. WARRANTY OF AUTHORITY. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.

52. INTEGRATION. This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between Department and Local Program. Any alterations, variations, changes, modifications or waivers of provisions of this Contract 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 Contract, unless otherwise provided herein. No oral agreements or representations shall be valid or binding upon Department or Local Program. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Department. Local Program may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Local Program's order or fiscal forms or other documents forwarded by Local Program for payment. Department's acceptance of product or processing of documentation on forms furnished by Local Program for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mary Lou Berger, Mayor

By: _____
Secretary or designee

Date: _____

Date: _____

FEID No. 59-6000785

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

DEP Contracts Administrator

Approved as to form and legality:


By: _____
Deputy Clerk

DEP Attorney

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney

Approved as to terms and conditions:

By:  _____
Robert Robbins, Director
Department of Environmental Resources
Management

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

<u>Specify</u> <u>Type</u>	<u>Letter/</u> <u>Number</u>	<u>Description</u>
Attachment	A	Scope of Work (9 pages)
Attachment	A-1	Supplemental Scope of Work: Enforcement Procedures (3 pages)
Attachment	B	Contract Definitions (4 pages)
Attachment	C	Task Assignment Notification Form (1 page)

Attachment	D	Task Assignment Change Order Form (1 page)
Attachment	E	Contract Payment Requirements (1 page)
Attachment	F	Property Reporting Form (1 page)
Attachment	G	Instructions for Monthly Invoice (2 pages)
Attachment	H	Monthly Invoice (1 page)
Attachment	I	Monthly Invoice Summary Sheet (1 page)
Attachment	J	Monthly Invoice Site Report (5 pages)
Attachment	K	Monthly Invoice Employee Report (1 page)
Attachment	L	Monthly Status Report (1 page)
Attachment	M	County Employees Requesting Access to Waste Applications (STCM/OCULUS) Form (2 pages)
Attachment	N	Communication Plan Guidance (2 pages)
Attachment	O	Owner/RP Communication Log (1 page)
Attachment	P	Quarterly Field Visits and O&M Inspections (1 page)
Attachment	Q	Site Visit Form (2 pages)
Attachment	R	O&M Inspection Form (3 pages)
Attachment	S	Non Program Site Management Procedures (2 pages)
Attachment	T	Administrative Performance Procedures and Criteria (2 pages)
Attachment	U	MFMP Delegation Instructions and Memo (2 pages)
Attachment	V	Guidance Documents (4 pages)
Attachment	W	Task Assignment Calculation Spreadsheet (1 page)

ATTACHMENT A

SCOPE OF WORK

The Florida Department of Environmental Protection (Department) has designated Palm Beach County Board of County Commissioners as a Local Program to provide petroleum contamination site cleanup management services on behalf of the Department in the Petroleum Restoration Program (PRP).

A. Local Program Responsibilities

1. Local Program Reporting Requirements:

- a. The Local Program is required to have site managers assigned to all active sites assigned to the Local Program by the Department in Storage Tank and Petroleum Contamination Monitoring (STCM) database, for both eligible and ineligible sites in Palm Beach County.

Monthly Documentation Requirement: The Local Program will list the site manager for each source property the Local Program is assigned on the Monthly Invoice Site Report (**Attachment J**).

- b. The Local Program shall hire, train and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. The Local Program shall provide their staffing information required in Paragraph H.2-5. On-going training shall be provided regarding State law, Department rules and guidance and PRP operating procedures.

Annual Documentation Requirement: By March 1st of each year, the Local Program shall provide information required in Paragraph H.

- c. The Local Program shall provide sufficient technical and support staff to properly manage the assigned sites. Such staff shall include, at a minimum, one professional engineer (P.E.) registered in the State of Florida and one professional geologist (P.G.) registered in the State of Florida.

Monthly Documentation Requirement: The Local Program shall provide the name of each P.E. and P.G. assigned to the contract per Paragraph H. The Department shall be notified by the Local Program when personnel leave, what vacancies remain open, and of any new hires in the Monthly Status Report (**Attachment L**).

- d. No site manager shall be assigned more than fifty (50) petroleum cleanup source properties. Full time P.E.'s and P.G.'s whose primary job is to review technical reports shall be assigned no more than twenty-five (25) petroleum cleanup source properties in their capacity as a PRP site manager. For a P.E. or P.G. that is dedicated to PRP less than full time, the number of source properties that P.E. or P.G. can manage in their capacity as a site manager shall be prorated to between zero (0) and twenty-five (25) source properties. The Local Program can request higher workloads on a case-by-case basis.

Monthly Documentation Requirement: The Local Program will report the number of source properties assigned per site manager in the Monthly Status Report (**Attachment L**).

- e. The Local Program will generate and submit **Attachment M** to the Department's County Contact to initiate and terminate user profiles for online Department Waste Applications such as STCM and OCULUS applications within five (5) business days of a site manager starting or leaving employment.

Monthly Documentation Requirement: The Local Program will report staffing changes in the Monthly Status Report (**Attachment L**).

- f. The Local Program shall ensure that contact is made with the owner of source property and/or responsibly party (O/RP) per Department Communication Plan guidance (**Attachment N**). Document any communication using an Owner/RP Communication Log within two (2) business days of communication (**Attachment O**). Correctly insert O/RP Communication Log into OCULUS within thirty (30) calendar days of contact.

Monthly Documentation Requirement: The Local Program will correctly insert O/RP communication documentation into OCULUS within thirty (30) calendar days of contact. Local Program will report O/RP communication as activity on Monthly Invoice Site Report (**Attachment J**).

- g. Field Visits and Operation and Maintenance (O&M) Inspections

- i. The Local Program shall perform field visits and O&M inspections as necessary, but at least one field visit per fiscal year per assigned source property. Source properties that have a remediation system in O&M shall have quarterly O&M inspections. An O&M inspection will count as a field visit for purposes of annual field visit requirement. If a source property is assigned within the last two (2) months of the fiscal year, then a field visit or O&M inspection will not be required for that fiscal year. Additionally, if a site will receive a site rehabilitation completion Order (SRCO) or if a low-score assessment (LSA) will be generally characterized for risk within the first two months of the fiscal year, a field visit or O&M inspection will not be required.

Quarterly Documentation Requirement: Local Program will submit a list of source properties that were visited or inspected each quarter (January 1- March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31) on the Quarterly Field Visits and O&M Inspections Report (**Attachment P**) within thirty (30) calendar days of the end of the quarter.

- ii. The Local Program shall ensure that all field visits and O&M inspections are performed by qualified individuals who have successfully completed the health and safety training required to meet OSHA standards in accordance with 29 CFR 1910.120.

Annual Documentation Requirement: As requested in Paragraph H, the Local Program shall list OSHA certification, and dates valid for each employee, and also provide OSHA certificates to the Department for inspection upon request.

- iii. Copies of complete field visit or O&M inspection reports (**Attachment Q and R**) must be prepared within five (5) business days of the field visit or O&M inspection and correctly inserted into OCULUS within thirty (30) business days of the field visit or O&M inspection.

Monthly Documentation Requirement: The Local Program will correctly insert field visit and O&M inspection reports in OCULUS and will report field visits and O&M inspections in the Monthly Invoice (**Attachment J**).

- h. If the Local Program shall oversee Non-Program Sites in accordance with **Attachment S**. Any Non-Program Site where the property owner and other responsible parties are not cooperating to clean-up the site in a timely manner shall be referred to the Department and District enforcement, unless the Local Program has a "Supplemental Scope of Work: Enforcement Procedures" (**Attachment A-1**), hereinafter referred to as Enforcement SOW. Any files including OCULUS files for Non-Program Sites that are being referred to the Department and the appropriate District for enforcement shall be organized and complete and contain documentation as prescribed by the applicable District.

Monthly Documentation Requirement: All available information correctly inserted into OCULUS and correctly referred to the Department and appropriate District Office (if the Local Program does not have an Enforcement SOW) within the timeframes as outlined in **Attachment T**. Referrals to Enforcement shall be reported in the Monthly Invoice Site Report (**Attachment J**).

- i. If the Local Program does have an Enforcement SOW, then the Local Program shall oversee Non-Program Sites in accordance with **Attachment A-1 and Attachment S**.

Monthly Documentation Requirement: All correspondence required in **Attachment A-1 and S** must be correctly inserted into OCULUS, and required data entry into STCM must be completed and reflect compliance with turnaround times specified in **Attachment T**. Activity for Non-Program Sites shall be reported in the Monthly Invoice Site Report (**Attachment J**) per the Monthly Invoice Instructions (**Attachment G**).

- j. The Local Program is responsible for ensuring that site managers review; provide comments for correction, improvement or additional work; and approve when appropriate, all reports, plans, and proposals submitted by the agency term contractor (ATC) or other qualified contractor (collectively referred to as CONSULTANT) using the most current version of all forms, form letters, Orders, templates and workbooks prescribed by the Department within the timeframes specified in **Attachment T**.

Monthly Documentation Requirement: The Local Program will report all deliverable reviews and their turnaround times in the Monthly Invoice Site Report (**Attachment J**).

- k. The Local Program is responsible for ensuring that site managers negotiate requests for change (RFCs) with the CONSULTANT, and submit to the Department for processing. 80% of RFCs must be submitted to the Department for processing within five (5) business days of receiving a correctly completed, signed RFC form, per the turnaround times specified in **Attachment T**.

Monthly Documentation Requirement: The Local Program will report all change orders for time extensions and cost adjustments, and their turnaround times in the Monthly Invoice Site Report (**Attachment J**).

- l. The Local Program is responsible for accurate updating of the STCM database. Local Program shall update the status of reports in STCM within 15 calendar days of receipt, review, or date extension.

Monthly Documentation Requirement: The Local Program will enter deliverable reviews into STCM and report them on the Monthly Invoice Site Report (**Attachment J**).

- m. Correspondence and reports from the public, the Department, CONSULTANTS, and O/RPs, and responses generated by the Local Program will be correctly inserted into OCULUS within thirty (30) calendar days of receipt or generation.

Monthly Documentation Requirement: The Local Program will correctly insert reports and responses into OCULUS. The Local Program will report applicable documents inserted into OCULUS in the Monthly Invoice Site Report (**Attachment J**).

2. Site Management Responsibilities

The Local Program shall perform petroleum contamination site cleanup management and oversight services to bring a site assigned to Local Program by the Department to a cleanup end point authorized pursuant to Chapter 62-780, F.A.C. and Section 376.3071, F.S.) within the most timely and cost efficient manner possible. Such management shall be in accordance with all State laws, Department rules and guidance (**Attachment V**), and PRP operating procedures. Petroleum contaminated sites within the counties covered by this Contract will be assigned to the Local Program by the Department. The Local Program will manage each assigned site for the duration of the site cleanup unless the site must be referred to the Department or the appropriate District or the Department decides to remove the site from the Local Program. The Local Program's personnel shall adhere to the same standards of professional conduct as required of State and Department employees. The Local Program will be responsible for performing all aspects of site management, including but not limited to, the following:

- a. Research site history using all available resources including, but not limited to, OCULUS Department Contamination Locator Map (CLM), Department

Institutional Controls Registry (ICR), STCM, and county property appraiser's office information.

- b. The site manager shall contact O/RP per Communication Plan guidance. Document any communication using the Owner/RP Communication Log (**Attachment O**) within two (2) business days of the conversation. Correctly insert all documentation of O/RP contact into OCULUS within thirty (30) calendar days of such contact.
- e. Develop SOWs using most recent version of the Department SOW template and schedule of pay items (SPIs) in STCM and submit to Department for processing per Department guidance.
- d. Negotiate and prepare task assignments for the CONSULTANTS as necessary and submit task assignment package to Department for processing in MyFloridaMarketPlace (MFMP).
- e. Approve purchase requests (PRs) and RFCs in MFMP within two (2) business days of submittal into MFMP by the Purchase Requisition/Change Order (PR/CO) Creator. The Department may modify the point at which the approval is required, but will notify Local Program of any change in the MFMP approval process.
- f. Negotiate RFCs with the CONSULTANTS and submit to Department for processing. 80% of RFC must be submitted to Department for processing within five (5) business days of request by the CONSULTANT. The remaining 20% accounts for situations in which extended review or additional changes are necessary, but must be submitted to Department for processing within ten (10) business days of request by the CONSULTANT (**Attachment T**).
- g. Negotiate and prepare Field Requests for Change (FRFC) i with the CONSULTANT and submit to the Department for cost center administrator (CCA) approval within two (2) hours of CONSULTANT request. Once CCA approves and signs the FRFC, the FRFC is returned to the CONSULTANT, and forwarded to the Department for further processing per Department guidance.
- h. Obtain P.E. or P.G. technical approval/certification when necessary or appropriate.
- i. Review, provide comments for correction, improvement or additional work, and approve when appropriate all reports, plans, proposals submitted by the CONSULTANT using most current version of all forms, form letters, Orders, templates and workbooks prescribed by the Department, within the timeframes specified in **Attachment T**.
- j. Approve any invoices generated as a result of an issuance of a Deliverable Review letter in MFMP within one (1) business day of submittal into MFMP by the Department's finance and accounting staff.
- k. Complete contractor performance evaluations per Department rule and guidance and correctly insert into OCULUS within thirty (30) calendar days of final invoice certification by the site manager.

3. Additional Responsibilities

The following responsibilities will be completed by the Local Program as needed.

- a. All paper reports from the public, the Department, and CONSULTANTS must be time stamped with the date received.
- b. The Local Program Team Leader must inform their assigned Department's County Contact when they are going to be out of the office for one (1) business day or more for planned absences. All Local Program staff must use automatic reply on emails and create a voice mail message with details of an absence when they are out of the office one (1) business day or more for planned absences.
- c. Ensure delegation of MFMP approval authority per Department guidance at least one (1) business day in advance for planned absences of one (1) business day or more and as soon as possible for unplanned absences of one (1) business day or more. Delegation is fully completed once a delegation memo (**Attachment U**) has been submitted to and authorized by the Department's Team Leader, returned to delegatee, and request for delegation in MFMP has been approved by the Department's Team Leader.
- d. The Local Program shall be responsible for establishing and maintaining all computer hardware, software, and access necessary for performing the duties under this Contract, and establishing and maintaining its own server for connection to Department's network. The Local Program shall strictly adhere to all electronic security requirements as currently required and may be imposed by the Department and all conditions as referenced in Florida Administrative Code Rule 74-2 (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=74-2>).
- e. The Department reserves the right to provide partial or full delegation of CCA approval. If the Local Program is given delegation, the Local Program shall designate a central point of contact for this delegation.
- f. The Department may assign other site management related activities to the Local Program on an as-needed basis as mutually agreed upon. The Local Program shall perform special technical evaluations, assist the Department with certain administrative tasks, or prepare and submit reports based upon the needs of the Department and the availability and expertise of the Local Program.
- g. The Local Program is also responsible for performing all duties incidental to accomplishing the above. Incidental activities include, but are not limited to, maintaining good communication with the CONSULTANTS, Department's County Contacts, Department staff, and O/RPs.
- h. The Local Program shall provide assistance to the public, and timely respond to the Department's requests related to processing public records requests per Department guidance and statutory requirements. See Paragraph 26 of the Contract.

- i. The Local Program shall provide at least one staff member at Department scheduled meetings and all scheduled teleconferences with the Department.

B. Reporting Summary

1. On a monthly basis the following documentation shall be provided:
 - a. Monthly Invoice Summary Form, **Attachment I**
 - b. Monthly Invoice Site Report Table, **Attachment J**
 - c. Monthly Invoice Employee Report, **Attachment K**
 - d. Monthly Status Report, **Attachment L**
2. In addition to monthly documentation, the following documentation shall be provided on a quarterly basis:
 - a. Quarterly Field Visits and O&M Inspections Report (**Attachment P**)
3. In addition to monthly and quarterly documentation, the following documentation shall be provided on an annual basis on March 1st:
 - a. A list of all sites and sub-phases
 - b. A list of staff identified by name and position, salary and fringe benefits and overhead. Indicate any current vacancies and the anticipated title, salary and fringe benefits and overhead
 - c. Assigned staff qualifications (degree, years of experience, license and current certifications), or required qualifications per job posting for any vacancies.
 - d. Assigned staff duties outlined related to fulfilling the Contract.
 - e. Number of source properties assigned to each staff.

C. Deliverables

Local Program will perform all activities as specified in Paragraph A, above. Documentation of these activities shall be provided as specified in Paragraph B above.

D. Compensation, Performance Measures, and Financial Consequences

Compensation amounts, Performance Measures, and Financial Consequences shall be specified in each executed Task Assignment Notification Form or Task Assignment Change Order Form.

E. Monthly Invoice and Status Report

The Local Program will prepare and submit a monthly invoice (**Attachments H through K**) and Monthly Status Report (**Attachment L**). This monthly invoice and status report should be submitted at the same time per **Paragraph 8** of the Contract.

F. Final Deliverable/Invoice Reconciliation

The final monthly status report submitted for each fiscal year shall reflect the total number of source properties worked on (by highest level of effort as determined at the beginning of the task assignment or when initially assigned to the Local Program, if assignment is after the task assignment is executed). If the Local Program's total number of source properties (by highest level of effort as determined at the beginning of the task assignment or when initially assigned to

the Local Program, if assignment is after the task assignment is executed) is less than the number assigned, the level of effort cost associated with the source properties not worked on shall be returned to the Department within sixty (60) calendar days of the Department's request for return of funds.

G. Separate Tracking System

The Local Program is required to have a separate tracking system based on the fiscal year (July 1 – June 30) for PRP cleanup expenditures, or a methodology for tracking PRP cleanup expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and PRP reviews can be accomplished efficiently. The tracking system shall include, at a minimum:

1. Assigned staff identified by name and position;
2. Itemized Employee Payroll Report for all assigned staff;
3. Report of all travel related expenses;
4. Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
5. Itemized report of all vehicle use and expenditures;
6. Incurred miscellaneous expenses; and
7. Report of monetary balances, if applicable

H. Annual Task Assignment

If the Local Program wants to continue this Contract they must provide the following information to the Department by March 1st of the previous fiscal year (i.e., the March 1st that is three months before the next fiscal year's task assignment):

1. A list of eligible sites and a list of Non-Program and voluntary sites in each of the following sub phases (a.-j. below) will be used to develop the Monthly Site Management Rate Calculation Spreadsheet (**Attachment W**) (Note: if there is a source property with more than one active discharge that is managed by the Local Program, the source property should be listed under the category for the site with the highest level of effort.) Only one sub phase per source property can be listed. Note that for Non-Program Sites, phase and sub phase may not be available in STCM and judgment should be used in listing the most appropriate sub phase based on current and previous site activities. For sites in RA phase, STCM may not be the best indicator of sub phase and judgment should be used in listing the most appropriate sub phase based on current, previous and anticipated SOW. For LSAs, list active, assigned LSA sites only. Any additional LSA sites will be added to the task assignment by the Department.
 - a. Site Assessment (SA)
 - b. Remedial Action Plan (RAP)
 - c. Remedial Action Construction (RAC)
 - d. Operation and Maintenance (O&M)
 - e. Source Removal (SR)
 - f. Post Active Remediation Monitoring (PARM)

- g. Natural Attenuation Monitoring (NAM)
 - h. Long Term Natural Attenuation Monitoring (LTNAM)
 - i. Well Abandonment for Site Closure (WASC)
 - j. Low Score Assessment (LSA)
2. Staff assigned to perform work under this Contract identified by name and position, salary and fringe benefits and overhead. Indicate any current vacancies and the anticipated title, salary and fringe benefits and overhead.
 3. Assigned staff qualifications (degree, years of experience, license and current certifications), or required qualifications per job posting for any vacancies.
 4. Assigned staff duties outlined related to fulfilling the Contract.
 5. Number of source properties assigned to each staff.

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Attachment A-1

Supplemental Scope of Work: Enforcement Procedures

SCOPE OF WORK

The Local Program shall provide the following services:

1. The Local Program shall perform Petroleum Contamination Site Cleanup enforcement for all sites that are not progressing in accordance with the timeframes established in Chapter 62-780, F.A.C., in Palm Beach County. These actions include: initiation and completion of administrative and judicial enforcement actions as lead party; preparing, delivering, and executing enforcement documents including Warning letters, Consent Orders, Notices of Violation, and Final Orders, taking lead responsibility in the discovery process; determining appropriate judicial remedies, including civil penalties, injunctive relief, and assessment of damages; performing post-judgment enforcement activities.
2. The Local Program must perform Petroleum Contamination Site Cleanup enforcement under its own ordinances. Therefore, the Local Program must have and maintain local ordinances adopting Chapters 62-780 and 62-777, F.A.C., and penalty authority equivalent to that set forth in Sections 403.141 and 403.161, Fla. Stat., as their own local ordinances during the term of this Agreement. Failure to maintain such requirements shall result in the unilateral termination of this Agreement by the Department.
3. The Local Program must maintain the administrative organization, staff, and financial and other resources to effectively administer the requirements of this Scope of Work (SOW) by the Department.
4. It is hereby understood and agreed that all references in this SOW to Florida Statutes (Fla. Stat.), the Florida Administrative Code (F.A.C.), and guidance documents shall be for the laws, rules and guidance documents in effect at the time work is performed.
5. Either party may terminate the provisions of the SOW at their own convenience. Neither party may terminate the provisions in this SOW without 30 calendar days' written notice. Upon termination, only the terms of this SOW shall be terminated unless specified in writing that the entire Agreement is being terminated. No later than 7 days following termination of this Agreement, the Local Program shall deliver all documents related to active enforcement actions described in paragraph 1, above, to the Department's Southeast District Office if this has not been done prior to this date.

LOCAL PROGRAM RESPONSIBILITIES

6. The Local Program shall submit progress reports monthly pursuant to **Paragraph 8** of the Contract. Such reports shall include a summary listing the status of each site's enforcement activities for the month.
7. The Local Program shall maintain files on all regulated sites for inspection reports, noncompliance letters, warning letters, notices of violation, consent orders, final orders, telephone logs and written correspondence or any other related enforcement

documentation. Site files must be kept until the site has been determined closed. Once the site has been issued a completion order, the records correctly uploaded into OCULUS within 30 days of the date of the completion order. Copies may be maintained by the Local Program at the Local Program's expense. If, for any reason, the Department's contractual arrangement set forth in the SOW (through this SOW or any future amendments) ceases, the Local Program shall ensure that all original site files are correctly uploaded into OCULUS within thirty (30) calendar days of the expiration, termination or deletion of this SOW.

8. The Local Program shall enter information regarding its compliance and enforcement activities in accordance with the provisions of (**Attachment A, Paragraph A.12. and 13**).
9. The Local Program shall ensure that all field personnel receive the health and safety training required to meet OSHA standards.
10. For all hearings challenging agency actions initiated under this SOW, the Local Program shall be responsible for preparation for hearings, appearance at the hearings, discovery and the submittal of all pleadings to the hearing officer. In addition, the Local Program is responsible for all awards of costs and attorney fees awarded against the Local Program as a result of actions taken pursuant to this Agreement
11. For purposes of this Agreement, the Local Program is not authorized to issue variances or waivers pursuant to Section 120.542, Fla. Stat., to issue declaratory statements pursuant to Section 120.565, Fla. Stat., or the County equivalent of these provisions where the affect would be to issue a variance, waiver or declaratory statements of a state law or rule that has been adopted by reference as a County ordinance.
12. The Local Program shall perform all clerical and data entry activities for the above-mentioned tasks.

DEPARTMENT RESPONSIBILITIES

13. The Department shall make legal interpretations of Department rules, which shall be binding with respect to the Local Program's ordinances to the extent that those ordinances adopt the provisions of Chapters 62-780 and 62-777, F.A.C., as required by this SOW.
14. The Department shall provide program and regulatory guidance for the Local Program.
15. The Department shall perform a program review, at least once during the term on this Agreement. The Local Program shall be notified in writing, at least fourteen (14) calendar days prior to the performance of such review. The Department Contract Manager may perform additional program reviews, as deemed necessary to insure the required performance of the Local Program.
16. The Department, at its discretion, shall perform enforcement actions which would otherwise be performed by the Local Program when:
 - a. There is extensive enforcement history by the Department for a particular site or sites where a deviation from the terms of this SOW would result in more efficient administration of the enforcement program;

- b. Where potential for appearance of a conflict of interest could be resolved by a deviation from the terms of this SOW;
- c. In case of emergencies, such as a natural disaster; or
- d. Upon the mutual agreement of the Department and the Local Program.

ATTACHMENT B CONTRACT DEFINITIONS

The following terms are defined below for use in this Contract:

Agency Term Contractor: a contractor who has been awarded an agency term contract to provide petroleum contamination site response action services by the Department.

Competitive Procurement: When contracting for site rehabilitation activities performed under the Petroleum Restoration Program, the department shall comply with competitive procurement requirements provided in Chapter 287, F.S., or rule adopted or rule adopted under Section 376.3071(6) or Section 287.0595, F.S.

Cost Center Administrator (CCA): person delegated by the Department to authorize encumbrance of State funds

Local Government-owned Source Property: a regulated source property owned or directly controlled by the local county government (the Local Government).

Delegatee: User who has been delegated approval authority by another user in MFMP.

Delegator: User who has delegated approval authority to another user in MFMP.

Department's County Contact: Assigned staff at the Department who work directly with the Local Program

Department's Team Leader: Team Leader of Non-ATC Contracts Team at the Department.

Discharge: includes, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying, releasing or dumping of petroleum or petroleum products which occurs and which affects lands and the surface and ground waters.

Discharge Report Form (DRF): a form adopted by Chapter 62-761, F.A.C., which an owner or operator is required to fill out, complete and submit to the Department when a discharge occurs.

District: Regional office of the Department

Eligible Petroleum Contaminated Site (Eligible Site): a site that qualifies for IPTF funding

Facility Identification Number (FAC ID#): a nine-digit numbering system which assigns a separate number to each known registered Petroleum Contamination Source Property. This numbering system is generated by the Department.

Full Time Equivalent (FTE): employee(s) whose work hours total two thousand eighty (2080) per year.

Ineligible Petroleum Contaminated Contract Site (Ineligible Site): see Non-program definition.

Inland Protection Trust Fund (IPTF): the trust fund established by the Legislature which provides all funds for the petroleum prevention and clean-up program established by Section 376.3071, F.S.

Involuntary Cleanup Site: a petroleum contaminated site that has an owner or responsible party who has been forced to clean up their site via a Department or local program enforcement action and which is an ineligible site.

Level 1 Remedial Action Plan (RAP): used when design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a limited area of relatively low levels of contamination and an evaluation of remedial alternatives is not necessary. The report shall include all appropriate tables, figures, maps, and design drawings. The report must be signed and sealed by a registered P.E.

Level 1 Limited Scope Remedial Action Plan or RAP Modification: used for short term remediation of either a single event or multiple episodic events with portable remediation equipment which does not involve an on-site treatment process for recovered water or air emissions. The use of the report is generally limited to short-term or episodic biosparging with mobile equipment or short-term or episodic biosparging with mobile equipment or short-term groundwater recovery which meets the requirements for interim source removal of Rule 62-780.300(2) where the site could achieve no further action or qualify for Remediation by Natural Attenuation; or modifications that involve mainly minor system changes such as addition of a recover well/sparging well to an existing system with that technology, or adding a treatment process to an existing system which involves one or two items. The report includes updated maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 2 RAP: used when design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a moderate to large area of contamination and a thorough evaluation of remedial alternatives is necessary. The report includes all appropriate tables, figures, maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 2 Limited Scope Remedial Action Plan or RAP Modification: used for a source removal of greater than 200 cubic yards without dewatering design or geotechnical design. The report is also used for modifications such as a limited pumping event which includes on-site treatment and disposal of recovered water or short term intermittent episodic remediation with mobile sparging/SVE system or multi-phase extraction equipment. The report includes updated maps and design drawings. The report must be signed and sealed by a registered P.E.

Level 3 Limited Scope Remedial Action Plan or RAP Modification: used for a soil source removal of greater than 200 cubic yards with dewatering design or geotechnical design, and for large diameter auger soil source removal design. This template is also used for bioremediation or chemical oxidation RAPs. The report must compare the conceptual designs and costs of at least three bioremediation or chemical oxidation vendors and recommend detail design of one based on cost-effectiveness. The report includes all appropriate tables, figures, maps and design drawings. Although the specific design details may be recommended by a vendor, the consultant's P.E. must certify that the design is their own responsibility and the implementation of the design will provide a reasonable assurance of performing complete site rehabilitation in accordance with 62-780, F.A.C. The report must be signed and sealed by a registered P.E.

Level 4 Limited Scope Remedial Action Plan or RAP Modification: used for major modification to an existing remediation system or addition of a different clean up technology to a site with an active remediation system (i.e. add in-situ sparging to a site with multi-phase extraction). The report includes all appropriate tables, figures, maps and design drawings. The report is also used for soil source removal of greater than 200 cubic yards where justification is required for funding and storage system removal and/or replacement, resurfacing, canopy removal and replacement, or other site restoration expenses in which costs will exceed \$10,000 or if dewatering and geotechnical design are included. The report must be signed and sealed by a registered P.E.

Local Program: a local government or state agency contracted to provide administration of Petroleum Cleanup Site Management for a particular county(ies).

Local Program Team Leader: Person managing the PRP contract at the Local Program.

Milestone Authorization Form (MAF): used for performance based cleanup sites to encumber funds and make changes to the scope of work.

MyFloridaMarketPlace (MFMP): the State of Florida eProcurement program.

Non-Program Site: a site that has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-Program Site Management Procedures (**Attachment S**).

OCULUS: an electronic document management system used by the Department to store documents

Operation and Maintenance (O&M): Operation and Maintenance of a petroleum remediation system.

Owner/Responsible Part (O/RP): the real property owner, the source property owner, the facility operator, or the discharger, or other person or entity responsible for site rehabilitation unless that entity is the Department.

Petroleum Contaminated Site ("Site"): any contiguous land, sediment, surface water, or groundwater area upon or into which a discharge of petroleum or petroleum products has occurred or for which evidence exists that such a discharge has occurred.

Petroleum Contamination Tracking System (PCT): a Department database that is used to keep track of information regarding petroleum contaminated sites.

Purchase Requisition (PR): A request to procure a commodity or service. Once the requisition completes the approval process, MFMP generates a purchase order.

PR/CO Creator: Staff at the Department who compile all the documents required for a Purchase Requisition or a request for change into one cohesive document, enters data into MFMP and works with the Site Manager to address any issues with the PR.

Professional Engineer (PE): an individual licensed to practice engineering in Florida pursuant to Chapter 471, F.S.

Professional Geologist (PG): an individual licensed to practice geology in Florida pursuant to Chapter 492, F.S.

Purchase Order: Purchaser's authorization used to formalize a purchase transaction with a vendor in MFMP.

Remedial Action Plans (RAPs): see Chapter 62-780, F.A.C.

Request for Change (RFC): Changes an existing purchase order, by making changes to the requisition.

Significant non-compliance (SNC): refers to the violation types in the storage tank regulation section, provides three levels, A, B or Minor as follows:

- Significant Non-Compliance - A (SNC – A).
These violations are considered top priority due to their potential for harm to the environment. They are identified on the data entry/checklist by all capital letters and in bold print.
- Significant Non-Compliance - B (SNC – B).
These violations are considered high priority due to their potential for harm. They are identified on the data entry/checklist by bold print.
- Minor violation – (MIN).
These violations are considered low priority. They are identified by regular type font on the data entry/checklist.

Site Assessment Reports (SARs): reports, which provide site specific information on the horizontal and vertical extent of a petroleum contamination plume as required and defined by Chapter 62-780, F.A.C.

Site Rehabilitation Completion Orders (SRCOs): an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-780, F.A.C. with or without institutional or engineering controls.

Source Property: a property for which discharge report(s) have been submitted indicating there have been one or more petroleum discharge(s); identified by a nine digit "facility identification" numbering system, assigned by the Department.

Storage Tank Contamination Monitoring (STCM): see definition for Petroleum Contamination Tracking System.

Voluntary Cleanup Site: an eligible program site with a priority score below the current funding range for which the responsible party is continuing site assessment and cleanup activities at his/her own expense (100%).

Warning Letter: letter issued by the Grantee to a responsible party for a non-program site when the Site Rehabilitation Initiation (SRI) letter is not responded to within thirty (30) days or whenever 62-780 F.A.C. time frames for document submittal are not met.

ATTACHMENT C

TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement Number: _____ Task Assignment #: _____

Local Program Name: _____

Contract Manager: _____ Phone #: _____

DEP Contract Manager: _____ Phone #: _____

Task Description: (use additional pages if necessary)

Deliverables:

Task Assignment Type: _____

Task Performance Period July 1, 2016 to June 30, 2017

Fee Schedule: \$ _____

Total Task Assignment Value: \$ _____

Organization Code	E.O.	Object Code	Module	Category	Fiscal Year	GAA Line Item #	Budget Representative Approval

DEP Contract Manager _____

_____ Date

Cost Center Administrator _____

_____ Date

Program Administrator _____

_____ Date

Division Director _____

_____ Date

Deputy Secretary _____

_____ Date

Secretary _____

_____ Date

Contractor Representative _____

_____ Date

ATTACHMENT D

TASK ASSIGNMENT CHANGE ORDER FORM

FDEP Contract Number: _____ Task Assignment Number: _____ Change Order Number: _____

Local Program Name: _____

Contractor Representative: _____

Phone #: _____

FDEP Contract Manager: _____

Phone #: _____

Description of Change: (use additional pages if necessary)

CHANGE IN TASK AMOUNT

ITEM

Original task amount: _____

Task amount prior to this change order: _____

Net increase/decrease in task amount: _____

Task amount with all change orders: _____

CHANGE IN TASK TIME

ITEM

Original task due date: _____

Due date prior to this change order: _____

Net increase/decrease in task period: _____

Due date with all change orders: _____

Organization Code	E.O.	Object Code	Fund	Special Category	Fiscal Year	Budget Representative Approval

FDEP Contract Manager

Date

Cost Center Administrator

Date

Program Administrator

Date

Division Director

Date

Deputy Secretary

Date

Contractor Representative

Date

ATTACHMENT E

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 may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

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.

Contracts between state agencies 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, Reference Guide to State Expenditures (February 2011) can be found at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/

Attachment F
PROPERTY REPORTING FORM

CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:
-------------	-------------------------------	-------

BELOW FOR DEP USE ONLY		
DEP CONTRACT MANAGER:	COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.	
Organization Code: _____	EO: _____	Module: _____ Grant No. _____ Contract End Date: _____
DEP Contract Manager Signature: _____		Date: _____

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number : _____

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

ATTACHMENT G

LOCAL PROGRAM MONTHLY INVOICE INSTRUCTIONS

Every month, the Local Program shall submit an invoice detailing activities conducted in order to demonstrate execution of their Contract, using the electronic invoice templates provided by the Department.

The Monthly Invoice must include the following documentation:

- I. The Monthly Invoice form (**Attachment H**)
 - Sections A, B and C are required to be completed. Section D is optional. Section E is for Department use only.
- II. The Monthly Invoice Summary Sheet form (**Attachment I**)
 - Input data into Fields A.1, A.2, A.3, B.1, B.2, C.1.a, C.1.b, C.1.c, C.2.a, C.2.b. and C.2.c
 - Fields A, B, C, C.1, C.2, D and Total will calculate automatically
- III. The Monthly Invoice Site Report Table (**Attachment J**)
 - This table will include all assigned source properties and function as a running total. Each source property should be listed on the table only once. Add and delete rows as necessary to accommodate your county's work load. To consider a site "assigned" to your county, you must have a site manager assigned in STCM.
 - The fields shall be completed in the categories specified as follows:
 - i. Program-Eligible Sites in Funding Range: A source property that contains a sites that is eligible for state funding
 - ii. Low Score Sites: B.1. Is for LSAs and B.2 is for sites not within funding range, but that are being worked on using state funds per a special funding code, such as Springsheds, Free Product Recovery Initiative, etc.)
 - iii. Non-program Cleanups: C.1. is for sites not eligible for state funding, and C.2. is for sites that are eligible for state cleanup, but are being cleanup up by the Owner/RP voluntarily, both in funding range, and not within funding range.
 - iv. Facility ID number: 9 digit FAC ID
 - v. Site Name: Current site name according to STCM
 - vi. Site Manager: Last name of site manager
 - vii. Program: List eligibility of all discharges being worked on. Use "NP" for non-program discharges
 - viii. Score: Highest scoring discharge
 - ix. Current Phase: Current phase of discharge with highest level of effort
 - x. % Level of Effort: Use the percentage of base pay per Compensation Structure. For non-program sites, enter a formula to multiply the non-program rate (.75) by the level of effort rate (ex: for SA = (.75)1, NAM = (.75)(.60))
 - xi. Closure: Put an "X" in the box during the month in which a Closure Order for the site is issued. Remove the "X" the following month.
 - xii. Last Action Taken and Date: Enter the activity performed for this site for the current month.
**Qualifying activities are defined at the end of these instructions. Only include activity for the current month.
 - xiii. D.R. TAT: Indicate the number of calendar days that the deliverable review referenced in the "Last Action Taken and Date" field took to review. Only indicate TAT for documents specified on the table in **Attachment T**.
 - xiv. RFC TAT: Indicate the number of business days that the change order referenced in the "Last Action Taken and Date" field took to review.
 - xv. TAT Met?: This is a drop-down menu field. Only "Yes" and "No" are acceptable entries.

- Each month the following information will be updated:
 - i. Indicate in bold the sites that were worked on in each month for the first time in the fiscal year. Only these sites will be counted on the Monthly Invoice Cover Sheet, so that the total number of sites worked on should equal the number of sites assigned by the end of the year.
 - ii. Include the review date for all deliverable reviews sent within the month in the “Last Action Taken and Date” field.
 - iii. If “Last Action Taken” field includes the review or processing of any of the documents listed on Tables 1 or 2 of Attachment T, indicate the number of days it took to review/process the document in the D.R. TAT and RFC TAT fields. For change orders, if revisions were required, use the date revisions were received rather than the date the initial request was made.
 - iv. Select “Yes” or “No” from the dropdown menu in the “TAT Met” field for documents included in Tables 1 or 2 of Attachment T.
 - v. Put the issue date and type of closure for any Closure Orders issued that month in the “Last Action Taken and Date” field and put an “X” in the “Closure” field (Column K). Using X’s in the “Closure” column will allow the Cover Sheet to automatically add all closures for the month. If this is the first activity done at the site for the fiscal year, it will count as site activity.
 - vi. Add any new sites that have been assigned that month.
 - vii. Any sites that have been closed out (closures issued for all discharges) should be highlighted in gray and remain that way until the end of the fiscal year.
 - viii. Update “Site Manager” field for any site manager changes that occurred during the month.
 - ix. Update the “Current Phase” field for any sites that change phases. Sites will be paid the same rate for the duration of a task assignment, then each year the rates will be reevaluated with each new task assignment. For this reason, a change in phase does not mean that the site should be moved to a different section on the invoice during an invoice period.

IV. The Monthly Invoice Employee Report (**Attachment K**)

- Each month, a list of all employees that have worked on Petroleum Cleanup should be listed, with the percentage of their time that was dedicated to Petroleum Cleanup activities. Any person who was dedicated to Petroleum Cleanup activities for less than 100% of their time must have a time sheet submitted as backup.

****Site Activities Required to Report:**

- Change Order submitted (submitted to PRP.ChangeOrder email box)
- Deliverable Review issued (submitted to ATC)
- Field Inspection Form filed (in OCULUS)
- SOW Package submitted (submitted to PRP.SiteManager email box)
- SRCO Issued (signed by Department Program Administrator and inserted into OCULUS)
- MAF submitted
- Enforcement measures taken/Site referred to District for Enforcement
- Contractor Evaluation Form filed (in OCULUS)
- O/RP Communication Log filed (in OCULUS)

Examples of activities not qualified as reportable on invoices:

- Receipt of Deliverable from ATC
- Equipment inventory
- Responding to/Corresponding with Department about sites

ATTACHMENT H

LOCAL PROGRAM MONTHLY INVOICE

A.				
Invoice No.	DEP Agreement No.	Task No.	Date	Period of Service
Site Name, City, County _____				
B. Contractor:			Bill To:	
FEID No. _____			Department of Environmental Protection Petroleum Restoration Program Non-ATC Contracts Section, MS 4540 2600 Blair Stone Road Tallahassee, FL 32399-2400	
Telephone: _____				
Contract Manager: _____				
C. Fee Schedule Price:				
1. Monthly Base-line Level of Effort amount\$ _____				
2. Amount of released retainage from previous month.....\$ _____				
3. Amount earned in Premiums.....\$ _____				
4. Amount earned for LSA POs Issued.....\$ _____				
5. Total This Invoice.....\$ _____				
6. Amount of retainage forfeited Fiscal YTD..... \$ _____				
7. Amount of retainage withheld Fiscal YTD..... \$ _____				
D. Contractor Use:				
E. DEP Use:				
1. Date Invoice Received _____				
2. Date(s) Services Rendered _____				
3. Date Services Approved _____				
4. Performance Certified Satisfactory _____				
5. Approval _____				
Contract Manager Signature _____				Date _____
Cost Center Administrator Signature _____				Date _____
6. Final Invoice: YES NO				
7. If Final Invoice: _____				
Program Administrator Level or Higher Signature _____				Date _____
CERTIFICATION: I certify that this monthly gross sales statement is true and correct and is based upon actual gross receipts for the period covered and recorded in the accounting records available for review/audit by the Department.				
Signature of Concessionaire _____ Date _____				
Signature of Preparer _____ Date _____				
Preparer Name _____				

Attachment I
Monthly Invoice Summary Form

Local Program Name: _____
Date: _____
Task Assignment Number: _____
Total Sites Assigned to County According to Task Assignment: _____
Invoice Period: From _____ to _____
Cumulative # of Sites Reported in Previous Invoice(s): _____

Site Category:	Number of Sites
A. Program-Eligible Sites in Funding Range	0
A.1 RAC, O&M and SR Sites	_____
A.2 RAP and SA Sites	_____
A.3 NAM, PARM, LTNAM and WA Sites	_____
B. Low Score Sites	0
B.1 Low Score Assessment Sites	_____
B.2 Special Funding Sites	_____
C. Non-Program Cleanups	0
C.1 Program-Ineligible Sites	0
C.1.a. Non-program RAC, O&M and SR Sites	_____
C.1.b. Non-program RAP and SA Sites	_____
C.1.c. Non-program NAM, PARM, LTNAM and WA Sites	_____
C.2 Voluntary Cleanups	0
C.2.a. Voluntary RAC, O&M and SR Sites	_____
C.2.b. Voluntary RAP and SA Sites	_____
C.2.c. Voluntary NAM, PARM, LTNAM and WA Sites	_____
D. Site Rehabilitation Completion/LSSI NFA Orders	0
TOTAL SITES WORKED ON IN CURRENT INVOICE:	0

% of turnaround times met for Deliverable Reviews: _____

% of turnaround times met for Change Orders: _____

Premium Payments:	#	Dollar Amount
1) SRCOs	_____	_____
2) O&M -> PARM	_____	_____
3) RAP Approval Order Issued	_____	_____
4) Site Assessment Completed	_____	_____

Department Use Only
STCM % _____
Oculus% _____

Local Program Name _____
Invoice # _____
Task Assignment # _____

ATTACHMENT J
Monthly Invoice Site Report Table

DATE 5/1/2016

A. Program-Eligible Sites in Funding Range

	Type of Site	#	Facility ID No.	Site Name	Site Manager	Program(s)	Score	Current Phase	% Level of Effort	Closure	Last Action Taken and Date	D.R. TAT	RFC TAT	TAT Met?
A.1	RAC, O&M and SR Sites													
		1												
		2												
		3												
		4												
		5												
A.2	RAP and SA Sites													
		1												
		2												
		3												
		4												
		5												
A.3	NAM, PARM and WA Sites													
		1												
		2												
		3												
		4												
		5												

B. Low Score Sites

	Type of Site	#	Facility ID No.	Site Name	Site Manager	Program	High Score	Current Phase	% Level of Effort	Closure	Last Action Taken and Date		TAT (in days)	TAT Met?
B.1	LSA Sites													
		1												
		2												
		3												
		4												
		5												
B.2	Special Funding Sites													
		1												
		2												
		3												
		4												
		5												

C. Non-Program Cleanups

	Type of Site	#	Facility ID No.	Site Name	Site Manager	Program	High Score	Current Phase	% Level of Effort	Closure	Last Action Taken and Date		TAT (in days)	TAT Met?
C.1	Program-Ineligible Sites													
	C.1.a. Non-Program RAC, O&M and SR Sites													

Task Assignment # _____

Monthly Invoice Site Report Table

DATE 5/1/2016

C.2.c. Voluntary NAM, PARM, LTNAM and WA Sites

Local Program Name _____
Invoice # _____
Task Assignment # _____

Attachment K
Monthly Invoice Employee Report

DATE 5/1/2016

Please list all employees who have worked on Petroleum Cleanup for the current month:

*Time sheets must be attached for all employees who work on Petroleum Cleanup for less than 100% of their time.

Employee Name:

Percentage of Time - Petroleum:

Local Program Name: _____

Date: _____

Month Reporting: _____

Attachment L

Monthly Status Report

I. Please provide a monthly update on the following topics:

- A. Total Number of source properties worked on during Fiscal Year to date:

- B. Number of source properties assigned to each site manager (list by site manager, per Attachment A, section A.4):

- C. Number of Purchase Orders issued for Low Score Assessment sites
 - a. Current Month:
 - b. Fiscal Year to date:

II. Please provide information as it applies:

- A. Staffing updates (per Attachment A, sections A.3, A.5)

- B. Any comments or explanations the Local Program would like to provide regarding deliverable reviews or change orders for which the turnaround time was not met:

- C. Any other contract-related updates the Local Program would like the Department to be aware of:

COUNTY Employee Requesting access to Waste Applications
This includes services such as; new accounts, modifications to existing accounts, and termination of an account.
Once the form has been completed, please email it to: [Waste Operations](#)

COUNTY EMPLOYEES REQUESTING A SWIFT, SWIFTHW, OR FIRST ACCOUNT

We will provide the username and password, that will be needed to complete the registration process through the [DEP Business Portal](#)
[Waste Operations](#) has to be notified the registration is completed before our team can complete the account creation

First Name: *	Middle Initial: *	Last Name: *	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Employer: *	Address: *	City: *	Zip Code: *
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone Number: *	Extension:	FAX:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title: *	Employee's Email Address: *	Employee's Supervisor's Email address: *	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Account Type: *	Termination for SWIFT, SWIFTHW and/or a FIRST users: <u>YOU MUST PROVIDE THE NEEDED INFORMATION</u>	Termination for SWIFT, SWIFTHW and/or a FIRST users: <u>YOU MUST PROVIDE A NAME TO ASSIGN OPEN ACTIVITES TO:</u>
<input type="text" value="Create"/>	<input type="checkbox"/> SWIFT	<input type="text"/>
	<input type="checkbox"/> SWIFTHW	
	<input type="checkbox"/> FIRST	

If this is a request for a termination of a supervisor that have subordinates with a SWIFT, SWIFTHW and/or a FIRST account we need to update the application(s), please provide a name to assign as supervisor

ORACLE APPLICATIONS REQUEST: (Query or Update)

Need Query Roles	Need Update Roles for:	***This will require an exosphere and oracle account both of these type accounts have different passwords.
<input checked="" type="checkbox"/> STCM	<input checked="" type="checkbox"/> STCM (Site Manager)	
<input type="checkbox"/> WebPoint	<input type="checkbox"/> WebPoint	
<input type="checkbox"/> COMET	<input type="checkbox"/> COMET	
<input type="checkbox"/> WACS	<input type="checkbox"/> WACS	
<input type="checkbox"/> FIESTA/FDM	<input type="checkbox"/> FIESTA/FDM	
<input type="checkbox"/> CHAZ	<input type="checkbox"/> CHAZ	
<input type="checkbox"/> CSQG	<input type="checkbox"/> CSQG	
<input type="checkbox"/> PA	<input type="checkbox"/> PA	

Once you have received your exosphere username and password for SWIFT or FIRST accounts you must go into the [Portal](#) and register, Once you have completed the registration, you will need to notify our team by email in order for us to complete the process.

SWIFT/SWIFTHW ACCOUNT NEEDED:

SWIFT ACCESS	TYPE OF ACCESS(Device Access	SKILL LEVEL
<input type="checkbox"/> SW	<input type="radio"/> Read Only	<input type="checkbox"/> Desktop	
<input type="checkbox"/> HW	<input type="radio"/> Inspector	<input type="checkbox"/> Toughpad	
<input type="checkbox"/> BOTH	<input type="radio"/> Limited Inspector (HW Users Only)	<input type="checkbox"/> Both	

County(s):

DEP District Director's Name:	Supervisor's Name:	DEP District Solid or Hazardous Waste Program Manager
<div></div>	<div></div>	<div></div>

FIRST ACCOUNT NEEDED

FIRST Account Access	Device Access	SKILL LEVEL	District Access Needed for:
<input type="radio"/> Read Only	<input type="checkbox"/> Desktop	<input type="checkbox"/> Entry	
<input type="radio"/> Inspector	<input type="checkbox"/> Toughpad	<input type="checkbox"/> Experienced	
	<input type="checkbox"/> Both	<input type="checkbox"/> Advanced	

Additional Needs (FIRST)	Supervisor's Name:	DEP District Tank Manager
<input type="checkbox"/> District Enforcement Assign	<div></div>	<div></div>
<input type="checkbox"/> District Enforcement Submit		
<input type="checkbox"/> QA/QC Inspector		
<input type="checkbox"/> Engineering Request		

County(s):	Specific Facility (outside your normal county area):
<div></div>	<div></div>

OCULUS ACCOUNT INFORMATION:

Primary Program Area(s)	Oculus Needs:	View rights in all waste program areas
<input type="checkbox"/> Storage Tanks	<input type="checkbox"/> Pre-Indexing	<input type="radio"/> Yes
<input type="checkbox"/> Hazardous Waste	<input type="checkbox"/> Insert	<input type="radio"/> No
<input type="checkbox"/> Solid Waste	<input type="checkbox"/> View Only	
<input type="checkbox"/> Waste Cleanup		

Attachment N
Petroleum Restoration Program
Property Owner/Responsible Party Communication Plan
February 25, 2016

Overview

The Petroleum Restoration Program (PRP) has historically relied on the clean-up contractor community to communicate with property owners/responsible parties (POs/RPs) on behalf of the Department of Environmental Protection (Department). Although the Department is ultimately responsible for administering the Inland Protection Trust Fund and the clean-up of eligible petroleum contaminated sites, the Contractor Designation Form process under the Preapproval Program (s. 376.30711, F.S.), led the contractor community to be a primary source of program information to POs/RPs.

In 2014, the Legislature fundamentally shifted the manner in which the Department administers the Inland Protection Trust Fund for the remediation of petroleum contaminated sites. The Preapproval Program was repealed, including the Contractor Designation Form process, and the Department was required to competitively procure clean-up contracts for site remediation under s. 287, F.S. This shift allowed the Department to take a more proactive role in all aspects of site remediation, including contractor selection.

The Property Owner/Responsible Party Communication Plan provides the necessary framework for the Department to be the primary source of communicating all aspects of the program with POs/RPs. The Department continues to value the important role of the Agency Term Contractors (ATCs) and encourages strong communications between the ATCs and the POs/RPs.

Site Access

Communication with the PO/RP starts with the Department establishing site access. Many POs/RPs of low-scored sites have not had any communication with the Department since they first received eligibility. With the implementation of the Low-Score Assessment, they are now being contacted by the Department to establish site access. The Site Access Plan (dated XXX) outlines the steps the Department is taking obtain site access, which begins with communication between the Department and POs/RPs.

Site Management

Once the access agreement is received by the Department it is processed and a site manager is assigned. Within 30 days of assignment, the PO/RP will be contacted by the site manager. The site manager is responsible for overseeing the clean-up activities of petroleum contaminated sites, from the preparation of scopes of work through site closure. To ensure POs/RPs are in communication with the Department throughout the entire process, site managers are, at a minimum, required to contact POs/RPs according to the following schedule:

1. Site Assignment - Site managers must contact the PO/RP via phone and/or email within **30 days of site assignment**. Site managers must provide the PO/RP with their contact information and provide a general overview of the site and the Department's objectives in remediating the contamination. The site manager must inform the PO/RP that the Department is responsible for mitigating the potential risk of contamination associated with the site. Closure criteria may also be discussed at this time. If the site is subject to a co-payment or funding cap, this information should also be discussed. If the site is

Petroleum Restoration Program
Property Owner/Responsible Party Communication Plan
February 25, 2016

- subject to a deductible, the site manager must confirm that it has been paid, or review the payment plan with the PO/RP.
2. Following the completion of each Purchase Order (PO) - Once the PO is complete and the deliverable has been received by the Department, the site managers must contact the PO/RP to discuss the results of the last event and explain the next steps in site rehabilitation. The site manager must also complete the Contractor Performance Evaluation Form with the PO/RP.
 3. Pre-RAP Phase - For sites that require remedial action, the site manager must contact the PO/RP to discuss the remedial action options.
 4. At any point the site manager feels a conversation with the PO/RP is necessary, then the site manager must contact them and record the conversation in the phone log.

Communication Logs and Tracking

Site managers must document their conversations with the POs/RPs on the attached communication log, which is a fillable form and will be uploaded into Oculus.

Once the site manager has completed the communication log, it will be routed to the team leader for confirmation that it was completed. A check box is included on the form to confirm the team leader or county team leader has reviewed it. The team leader or county team leader will then upload the document into Oculus with a catalog of "Storage Tanks," a profile of "Administrative," a document type of "Meeting Related," and the document subject will reflect PO/RP Communication Log. Only the communication logs inserted into OCULUS with these specific criteria will be available via query for use in evaluating site managers and consultants.

Property Owner/Responsible Party Information Meeting

A PO/RP information meeting was held on February 9th, 2016. There were approximately 85 individuals in attendance either in person or over the phone. The Department presented information about site access and the requirements for eligibility, the difference between Low Score Assessment and the Low Score Site Initiative, the communication improvements by the Department, and the new PRP Majors Facilitator Option. In order to maintain open communication between the Department and POs/RPs, the Department will conduct PO/RP information meetings at least once a year.

Majors Facilitator Option

The PRP Majors Facilitator Option will assign a single point of contact to POs/RPs that have at least 20 sites (referred to as "Majors"), or POs/RPs of transportation or port facilities. The facilitator does not take the place of the assigned site manager, but will assist with resolving issues that may come up during cleanup and provide support to POs/RPs on a more global basis. Rebecca Marx and Grant Willis are leading this program with input from team leaders. Qualifying POs/RPs will be sent a letter from the Department that explains the facilitator option, and will be given the opportunity to request a facilitator. POs/RPs that request a facilitator must provide the Department with a list of all eligible facilities before a facilitator will be assigned.

COMMUNICATION LOG

Site Manager:

Date:

Team Leader :

Reviewed by TL []

Team/LP : _____

Facility ID: _____

PO# Completed: _____

Address: _____

Discharges:

Date	Score	Program

Current Site Owner(s) /Responsible Party (RP) Information

Current Owner

Company (if applicable): _____

Name & Title

Email

Phone

Address

RP (if different than owner)

Company (if applicable): _____

Name & Title

Email

Phone

Address

Attempts to Contact Owner/RP

Current Owner

Date	Person Contacted	Method	Conversation Details

RP (if different than owner)

Date	Person Contacted	Method	Conversation Details

Local Program Name: _____

Date: _____

Quarter Reporting: _____

Attachment P
Quarterly Field Visit/O&M Inspection Report

Instructions: Please list each source property only once and do not include source properties that were listed on previous reports for the current fiscal year. "Date" shall refer to the date of the field visit / O&M inspection form in Oculus. If multiple inspections were completed during the quarter, use the date listed on the earliest field visit/O&M inspection form. "Inspected By" shall refer to the name of the individual who performed the field visit/O&M inspection. In the Visit/Inspection field, select either "Field Visit" or "O&M Inspection" from the drop-down menu. Add cells as necessary by copying the last blank row, moving the cursor to the right of the last cell and press the "enter" key. Then paste the last blank row into the new row.

[illegible]

ATTACHMENT Q
FIELD INSPECTION SUMMARY

The Field Inspector's primary role is to observe. Inspectors may not authorize changes in scope of work, offer advice, or interfere in contractor work. Field Inspectors must obtain a copy of the Work Order or Task Assignment (WO or TA) for the scope of work to be observed. The field inspector will review the WO/TA prior to arrival and will have it onsite. If anything is observed that requires immediate attention, the inspector will contact the FDEP Site Manager. This form is a summary of observations made during the site visit. Full details are provided in the inspector's log book. A copy of the inspector's log book pages and any photographs taken for this inspection are attached.

INSPECTOR / TEAM:

INSPECTION DATE(S):

SITE IDENTIFICATION

FAC ID:

SITE NAME:

ADDRESS:

CITY:

COUNTY:

SCORE:

DEP SITE MANAGER/ TEAM:

CURRENT BUSINESS NAME:

FACILITY STATUS: ☐ Active Fuel Dispensing
☐ Active, Not Fuel Dispensing
☐ Closed

WORK ORDER

WO or TA #:

EVENT #:

CONSULTANT

COMPANY NAME:

NUMBER of REPRESENTATIVES:

PROJ. MANAGER:

FIELD LEAD:

SUBCONTRACTOR(S)

COMPANY NAME:

NUMBER of REPRESENTATIVES:

SCOPE OF WORK OBSERVED (details on following pages)

- ☐ **Assessment:** ☐ MW Installation ☐ Groundwater Sampling ☐ Soil Boring Installation ☐ Soil Sampling
- ☐ **Remediation:** ☐ Soil Excavation ☐ Remedial Construction ☐ VE Well Install
☐ AS Well Install ☐ Injection Well Install ☐ Recovery Well Install
- ☐ **Pilot Testing:** ☐ In-situ AS ☐ MPE ☐ SVE ☐ Biosparge
☐ GW Recovery ☐ Bio-Remediation ☐ Bio-Venting ☐ Other:
- ☐ **Post Remedial Monitoring:** ☐ Groundwater Sampling ☐ Soil Sampling
- ☐ **Natural Attenuation Monitoring:** ☐ Groundwater Sampling ☐ Soil Sampling
- ☐ **Other:**

GENERAL ISSUES (If "No" or "N/A" is selected, describe issues in Comments section.)

- Are digital photos attached to this report? ☒ Yes ☐ No
- Were BPSS guidance and Preapproval SOP procedures followed? ☐ Yes ☐ No ☐ N/A
- Did the contractor request that the inspector sign the Health & Safety Plan? ☐ Yes ☐ No ☐ N/A
- Did the inspector make contact with the site owner or facility representative? ☐ Yes ☐ No ☐ N/A
- Does the site map appear accurate? ☐ Yes ☐ No ☐ N/A
- Does the area map appear current (adjacent properties)? ☐ Yes ☐ No ☐ N/A

INSTRUMENTS & EQUIPMENT

- CONSULTANT INSTRUMENTS/EQUIPMENT USED: ☐ OVA/PID ☐ Multi-Meter
☐ Oil-Water Probe ☐ Datalogger ☐ Turbidity Meter
- ☐ Other:

Instrument calibration onsite observed? ☐ Yes ☐ No ☐ N/A

SUBCONTRACTOR INSTRUMENTS/EQUIPMENT USED:

Instrument calibration onsite observed? ☐ Yes ☐ No ☐ N/A

FIELD INSPECTION SUMMARY FORM

ACTIVITIES OBSERVED / COMMENTS:

DATE: WEATHER:
INSPECTOR ON/OFF SITE: /
CONTRACTOR ON/OFF SITE: / SUBCONTRACTOR ON/OFF SITE: /

ACTIVITIES OBSERVED / COMMENTS:

DATE: WEATHER:
INSPECTOR ON/OFF SITE: /
CONTRACTOR ON/OFF SITE: / SUBCONTRACTOR ON/OFF SITE: /

ACTIVITIES OBSERVED/ COMMENTS:

DATE: WEATHER:
INSPECTOR ON/OFF SITE: /
CONTRACTOR ON/OFF SITE: / SUBCONTRACTOR ON/OFF SITE: /

PETROLEUM CLEANUP O&M INSPECTION FORM

INSTRUCTIONS: This form documents remedial system inspections performed by the O&M Inspectors and is designed to be completed electronically. Prior to mobilization, the contractor representative shall be contacted and invited to be present during the inspection. Inspectors shall review equipment inventory records and obtain schematics and drawings of the site and remedial system to aid in the inspection. Digital photographs with captions are required to document site conditions and any problems that are identified. **Note:** Inspectors shall not make adjustments to remedial systems and shall not turn a system on or off. Inspectors shall call the contractor representative and/or program site manager if a system requires immediate attention.

Site Name:		Inspector:	
FAC ID No.:		Inspection Date:	Time:
Site Score		Contractor Name:	
Street Address		Contractor Reps on site:	
City, County			
Site Manager:			
Team/LP:		Others on site	

Purpose of Inspection:	<input type="checkbox"/> Routine System Inspection	Active WO or TA?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> System Startup/Equipment Inventory			
	<input type="checkbox"/> Observe O&M			
Petroleum Site Status: (Fuel dispensing)	<input type="checkbox"/> Active	O&M Site Category	Type of WO or TA	
	<input type="checkbox"/> Inactive		<input type="checkbox"/> Remedial Action Initiative	<input type="checkbox"/> Performance Based Cleanup
	<input type="checkbox"/> Vacant		<input type="checkbox"/> Program Site - not subject to RAI	<input type="checkbox"/> Non-Program

System Compound:	<input type="checkbox"/> Wood Fence	<input type="checkbox"/> Chain Link Fence	<input type="checkbox"/> Enclosed Bldg or Trailer	<input type="checkbox"/> Roof or Cover
	Compound Secure on Arrival? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Noise Level				

Note General Condition of Compound, Wells, Vaults, Trenching

Property Inventory:		Decal #	Serial #	Component or System	
	Does Inventory	<input type="checkbox"/> Yes	1		
	Agree with	<input type="checkbox"/> No	2		
	Property	<input type="checkbox"/> Not Applicable	3		
	Records?		4		
			5		
			6		
Comments:					

Field Activities Observed (if applicable)	WO# or TA#

Summary of Observations & Recommendations (complete this section last)

PETROLEUM CLEANUP O&M INSPECTION FORM - SYSTEM PERFORMANCE SECTION

Electric Meter Reading

KW Hours

Telemetry Present

☐ Yes

☐ No

☐ Groundwater System

Running on Arrival?

☐ Yes

☐ No

Hour Meter

Design Flow-GPMNumber or RWsRW gauges located at:

☐ Compound

☐ Well Vaults

Recovery Method:MPXSubmersibleCentrifugalPneum

Primary Treatment:TowerTray StripperDiffused AeratorCarbon

Other Treatment:Carbon PolishingChemical TreatOil-water Separator

Effluent DisposalGalleryInjection WellSurface WaterSanitary Sewer

System Flow RateSystem TotalizerSystem Pressure"H2O

(N/A for MPX) RW Measurements (NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible)

Well ID#

Flow Rate

Totalizer

☐ Air Sparging-Bio Sparging

Running on Arrival?

☐ Yes

☐ No

Design Air FlowCFMDesign PressurePSI# WellsASW Gauges

☐ Compound

☐ Well Vaults

H.E. Temp In/OutH.E. PressurePSI

Located at

Flow

Pressure

Zone or Description

Hour Meter

System 1

CFM

PSI

System 2

CFM

PSI

ASW Measurements (NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible)

Well ID#

Flow Rate (CFM)

Pressure (PSI)

☐ Vapor Extraction System

Running on Arrival?

☐ Yes

☐ No

MPX/Dual Phase?

☐ Yes

☐ No

Design Air FlowCFMDesign VacuumUnits# WellsVacuum Gauges

☐ Compound

☐ Well Vaults

VES Well Air Flow

☐ Direct Read Gauges

☐ Calculation

Located at:

Air Flow

Gauge

Calculation

Vacuum

Zone or Description

Hour Meter

System 1

CFM

☐

☐

Units

System 2

CFM

☐

☐

Units

VES Well Measurements (NG = No Gauge M = Gauge Malfunction I = Gauge Inaccessible)

Well ID#

Flow Rate (CFM)

Vacuum

☐ Off Gas Treatment

Running on Arrival?

☐ Yes

☐ No

(for oxidizer)

Carbon

Is the Carbon currently plumbed into the system?

☐ Yes

☐ No

Drums

Thermal Oxidizer

Catalytic Oxidizer

Hour Meter-Oxidizer

☐ Did contractor demonstrate fail-safe/interlock mechanisms

☐ Yes

☐ No

☐ Contractor not on site

Comments (note condition of equipment, missing/malfunctioning components & any maintenance concerns)

ATTACHMENT S

LOCAL PROGRAM NON-PROGRAM SITE MANAGEMENT PROCEDURES

The following are procedures to be taken for management of non-program sites. In order to assure and validate that these procedures are consistently followed, it will be necessary for the Local Program to establish a tracking system of the actions taken on non-program sites and the dates those actions were taken.

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), the Local Program shall send out a Site Assessment Report (SAR) initiation letter.
2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, the Local Program shall send follow up letter if confirmation letter is not received.
3. If a response to follow up letter is not received within ten (10) days of due date, the Local Program shall refer site to the DEP District and copy the Department for enforcement action.
4. The Local Program shall track the due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after SAR initiation letter), send out warning letter within ten (10) days to the person(s) on the DRF.
5. If the warning letter is not responded to within ten (10) days, the Local Program shall refer the non-program site to the DEP District and copy the Department for enforcement action.
6. The Local Program shall review the, SAR within thirty (30) days of receipt, approve or issue comments, and record dates of receipt and comments or approval in STCM. The Local Program shall track due date for SAR Addendum if applicable.
7. If applicable, the Local Program shall review the SAR Addendum within thirty (30) days of receipt. The Local Program shall record date of SAR Approval letter in STCM.
8. If applicable, the Local Program shall track the due date for Remedial Action Plan (RAP) (ninety (90) days after SAR approval date) and issue warning letter within ten (10) days of due date if the RAP is not received.
9. The Local Program shall review the RAP within forty-five (45) days of receipt and issue comments or RAP Approval Order. The Local Program shall track due date for RAP Addendum if applicable.
10. If applicable, the Local Program shall review the RAP Addendum within thirty (30) days of receipt and issue comments or RAP Approval Order.
11. The Local Program shall track the date of RAP Approval in STCM and track due date for system startup report (one hundred twenty (120) days from RAP approval date).

12. The Local Program shall review status reports within thirty (30) days of receipt and issue comments or acceptance letter. The Local Program shall record dates of receipt and comments or approval in STCM.
13. The Local Program shall review RAP Modification proposals within thirty (30) days of receipt and issue approval or comments. The Local Program shall record dates of receipt and comments or approval in STCM.
14. The Local Program shall review post-remediation monitoring proposal within thirty (30) days of receipt and issue comments or approval. The Local Program shall record dates of receipt and comments or approval in STCM.
15. The Local Program shall review a No Further Action Proposal or a Low-Scored Site Initiative closure proposal within thirty (30) days of receipt and issue comments or prepare a draft SRCO or LSSI NFA Order for Department review. The Local Program shall record dates of receipt and comments or approval in STCM.

ATTACHMENT T

ADMINISTRATIVE PERFORMANCE CRITERIA

The performance criteria of the Local Program Agreement will be based on an average of performance metrics to include the following areas of responsibility related to turnaround times, STCM data entry and OCULUS insertion.

1. Data entry into the STCM database and insertion of copies of all documents and relevant correspondence into OCULUS.
 - a. A site manager name must be entered into STCM once the site is assigned to the Local Program by the Department.
 - b. All data entry in STCM must be done within fifteen (15) calendar days of receipt of information, approval of a document by the Local Program, or date extension.
 - c. Scanned copies of all documents and relevant correspondence must be inserted into OCULUS within thirty (30) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the Facility ID number.
 - d. The Local Program shall ensure that a Facility ID number has been assigned prior to beginning work. Monthly Invoices will not be accepted for non-registered sites.
2. Program and Non-Program Timeliness
 - a. For program sites, submit a Scope of Work to the Department within thirty (30) days of obtaining site access, being assigned a site that already has site access, or receiving a final invoice for a Purchase Order (PO) that has been completed or cancelled. For Non-Program sites the site manager's name must be entered in STCM and a letter sent to the responsible party requesting compliance with Chapter 62-780, F.A.C., in accordance with **Attachment S**.
 - b. Submit a Task Assignment Package to the Department within five (5) days of receiving notification of acceptance of an offer.
 - c. Prepare or Negotiate a Change Order within five (5) business days of a change order proposal request. Only 20% of change orders requested in a month may exceed this established turnaround time due to documented site specific issues.
 - d. Approve an invoice in MFMP within one (1) business day of receiving notification that the accounting department has entered the invoice into MFMP.
 - e. Review of deliverables, requests for change in scope of work, and response to applicable parties, initiated within the timeframes established in 62-780, F.A.C. and Tables 1 and 2 of this Attachment.
 - f. Review of deliverables and responses to applicable parties not addressed in 62-780, F.A.C., shall be conducted within sixty (60) days of receipt.

TURNAROUND TIMES FOR PRP DOCUMENTS

Table 1	
Turnaround Time (Days)	Report/Event
45	Forensic Investigation Report
	Limited Scope RAP
	Remedial Action Plan
	Risk Assessment Justification or Report
30	As-Built Drawings
	Closure Report
	Construction Drawings
	Fate & Transport Model Approval Request
	Free Product Recovery Report
	Remedial Action General Report
	Letter Report
	Limited Contamination Assessment Report
	Natural Attenuation Monitoring Plan
	Noticing Package
	NPDES Discharge Monitoring Report
	O & M Report
	Pilot Test Plan or Report
	Post Active Remediation Monitoring Plan
	Remedial Action Plan Addendum/Response
	Remedial Action Plan Modification
	Remedial Action Start Up or Status Report
	Risk Assessment Report Addendum/Response
	Source Removal Report
	General Site Assessment Report
	Site Characterization Screening Report
	Site Rehabilitation Completion Report/No Further Action Proposal
	SR/RAC SOW and SPI
	Templated Site Assessment Report
15	Interim Assessment Report
	Limited Contamination Assessment Report Addendum
	Natural Attenuation Monitoring Plan Addendum/ Response
	Natural Attenuation Monitoring Report
	No Further Action Proposal Addendum/ Response
	Office Activities including more components than only a HASP
	PBC Maintain Target Levels Report
	PBC Milestone Report
	PBC System Startup Report
	PBC SRC Order (15 Days of receipt of verification sampling results)
	PBC Target Levels, All Contaminants, All Media
	PBC Verification Sampling Report
	Post Active Remediation Monitoring Report
	Remedial Action Interim Report
	Request for Modification of Time Frame
	SR Report Addendum/ Response to Comments
	Site Rehabilitation Completion Report Addendum/ Response
	Supplemental Site Assessment Report
	Well Abandonment Report
5	Health and Safety Plan
	Interim Deliverable for Invoicing

*Only 5% of the documents reviewed in a month may exceed these established turnaround times due to complicated lithology or other documented site specific issues.

Table 2	
Turnaround Time (Business Days)	Change Order Type
5	Change Order for Cost Change
2	No-cost Change Order

*Only 20% of change orders requested in a month may exceed these established turnaround times due to documented site specific issues.

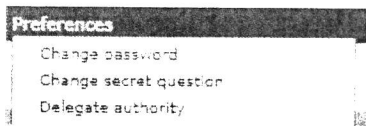
Attachment U
Delegation of Authority

If you are going to be out of the office for more than a day, please create a delegation memo and delegate your account in MFMP so work may continue in your absence. The delegation will not start in MFMP until approved by an MFMP supervisor so please make sure you give them time to review and approve.

Step by Step Instructions

- Create delegation memo (send copy to delegatee and supervisor) to authorize your delegate review and approve all invoices, purchase orders and change orders in MyFloridaMarketplace. Please make sure the exact date range is included and routed through your supervisor.

- Login to MFMP
- Click 'Preferences'
- 'Delegate Authority'
- Click on the 'Delegatee' drop down button
- Select 'Search for More' to search for and select the person who is your delegate
- Select the Start and End dates
- Enter a reason for the delegation (this assists supervisors when reviewing delegation requests)
- Check notification option if you want to receive email notifications for items approved while you were out
- Click 'Next' (this will allow you to view the approval flow tab for this request)
- Click 'Next'
- Review changes and click 'Submit'

A screenshot of the MFMP 'Delegation of Authority' form. The form includes fields for 'Delegatee' (with a dropdown arrow), 'Delegation Start Date' (with a calendar icon), 'Delegation End Date' (with a calendar icon), 'Delegation Reason' (with a text area), and a 'Notification' section with a checkbox labeled 'Continue to notify me by email of approval requests'.

The delegation starts at 12:00 a.m. on the start date selected and ends at 11:59 p.m. on the end date selected. Select the first full day you are out of the office as the start date, and the day before you return as the end date.

Once the delegation begins, the delegatee logs into the system and chooses who to work as (e.g., either choose him/herself or the person he or she is delegated to act on the behalf of). Approvals completed by a delegatee display in both the Approval Flow tab and the History tab when someone approves on your behalf.

Approving Invoices

1. An Ariba notification should be received.
2. Please review the following when approving an invoice:
 - a. PO #
 - b. Contractor Name
 - c. Amount in the approval letter and rate sheet match the invoiced amount
 - NOTE: if any issues, please email accounting associate who entered the invoice before rejecting.
3. Attach delegation memo to the reconciliation tab.
4. Delegate certification statement:

I, XXXXXX XXXXXX on behalf of XXXXXX XXXXXX, certify that I am the Contract Manager and the provided information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements.

If you have any questions, please contact Derrick Woodard (Derrick.Woodard@dep.state.fl.us or 850-245-7635) or Monica Brady (Monica.J.Brady@dep.state.fl.us or 850-245-8844).



Florida Department of Environmental Protection

MEMORANDUM

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

DATE: March 16, 2016

TO: Petroleum Restoration Program, FDEP

THROUGH: Supervisor (Susan Fields for Local Programs, Team 5 or Team 6)

FROM: Site Manager 1 or Supervisor

SUBJECT: Delegation of Authority

Site Manager 1 has delegated approval to certify the satisfactory receipt and acceptance of services and approval of the contractual services invoice in MyFloridaMarketplace to Site Manager 2/Supervisor. The delegation will be effective from X to X. During that time period, Site Manager 2 will review and approve all invoices, purchase orders and change orders that would normally approved by Site Manager 1.

If you have any questions, please contact me at (123)456-7890.

ATTACHMENT V

DEP GUIDANCE DOCUMENTS AND FORMS						
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
1.	Applicability of Soil Cleanup Target Levels at Contaminated Sites (9/29/00)	62-713, FAC; 62-777, FAC; 62-782, FAC; 62-785, FAC	X	X	X	X
2.	Approval to Construct Class V, Group 4 Injection Wells for Contaminated Site Rehabilitation (9/14/12)	373, FS; 62-538, FAC		X	X	
3.	BPSS Enforcement of Laboratory NELAP Certification Requirements (2/15/07)	62-160, FAC; *62-770, FAC	X	X	X	X
4.	BPSS Field Notes Guidance (4/25/12)	FD 1000	X	X	X	X
5.	BPSS PCS-003: Complete Streamlined Assessment Procedures for Inland Protection Trust Funded Sites (9/1/01)	62-777, FAC	X			
6.	BPSS PCS-004: Soil Sampling and Sampling Methods (10/1/01)	*62-770, 62-777, *17-70, FAC	X	X	X	X
7.	BPSS PCS-005: Groundwater Sampling Standard Operating Procedures Variances and Clarifications for Bureau of Petroleum Storage System Sites (5/2/05)	62-160, FAC	X	X	X	X
8.	BPSS PCS-006: Design, Installation, and Placement of Monitoring Wells (5/2/05)	*62-770, FAC; 62-777, FAC**	X	X	X	X
9.	BPSS-1: Non Petroleum Contamination at Petroleum Contaminated Sites (5/1/98)	None	X	X	X	X
10.	BPSS -2: In Situ Sparging, Pilot Studies, Design Requirements (5/1/98)	None		X		
11.	BPSS-3: Design Requirements and Procedures for NPDES Discharges (5/1/98)	None		X	X	
12.	BPSS-4: Vacuum Extraction, Multi-Phase Extraction, Pilot Studies, Air Emissions Treatment and Monitoring Requirements (5/10/00)	*62-770, FAC; 62-777, FAC		X	X	
13.	BPSS-5: Record Drawings (6/4/98)	*62-770, FAC		X	X	
14.	BPSS-6: Modifications to Approved RAPs (5/1/98)	None		X	X	
15.	BPSS-7: Administrative Procedures (5/1/98)	*62-770, FAC	X	X	X	X
16.	BPSS-8: Effluent Disposal via Injection Well (6/8/00)	62-528, FAC; 62-520, FAC; 62-550, FAC; 62-777, FAC		X	X	
17.	BPSS-9: PE Certification Requirements (5/1/98)	471, FS	X	X	X	X
18.	BPSS-10: In Situ Chemical Additives (3/11/11)	*62-770, FAC; 62-777, FAC; 62-550, FAC; 62-528, FAC; 62-522, FAC	X	X	X	
19.	BPSS-11: Natural Attenuation Evaluation Procedures (5/1/98)	*62-770, FAC	X	X	X	
20.	BPSS-12: Pilot Test Guidelines for Pre-Approval Program Sites (2/3/04)	None		X		

DEP GUIDANCE DOCUMENTS AND FORMS						
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
21.	BPSS-12A: In-Situ Air Sparging Pilot Test Guidance (9/2/03)	None		X		
22.	BPSS-12B: Soil Vapor Extractions Pilot Test Guidance (9/2/03)	None		X		
23.	BPSS-12C: Biosparging Pilot Test Guidance (9/2/03)	None		X		
24.	BPSS-12D: Multi-Phase Extraction Pilot Test Guidance (9/2/03)	None		X		
25.	BPSS-12E: Bioventing Pilot Test Guidance (9/2/03)	None		X		
26.	BPSS-12F Groundwater Recovery Guidance (1/30/04)	None		X	X	
27.	Calculated SCTLs for TRPH Fractions Based on TPHCWG and MADEP Methods (4/17/05)	62-777, FAC	X	X	X	X
28.	Clarification of Analytical Requirements of the Generic Permit for Discharges from Petroleum Contaminated Sites (8/6/10)	62-620, FAC; 62-621, FAC; 403, FS		X	X	
29.	DEP Quality Assurance Program Field SOPs (001/01)-see www.dep.state.fl.us/water/sas/sop/sops.htm	62-160, FAC	X	X	X	X
30.	Difficult Sites Memo (5/21/03)	*62-770, FAC; 62-777, FAC		X	X	
31.	Draft Receptor Survey & Exposure Pathway Identification Form and required attachments (7/4/13)	None	X	X	X	X
32.	Executive Summary of Source Removal Guidance for Preapproval Program (Funded) Sites (2-15-2007)	376, FS		X	X	
33.	Free Product Recovery Initiative Guidance Revised (1/15/08)	376, FS	X	X	X	
34.	Generic Permit for Short Term Discharges from Petroleum Contaminated Sites, Supplemental Procedural Guidance (6/23/04)	62-621, FAC		X	X	
35.	Guidance and Procedures for Implementation of the Statutory Rule Notification Requirements for Discovery of Contamination Beyond Property Boundaries (12/21/07)	1003.01, FS; 376.30702, FS; *62-770, FAC; 62-780, FAC; 62-782, FAC; 62-785, FAC	X	X	X	X
36.	Guidance for Access to Railroad Properties that are contaminated by Petroleum Sites That Are Eligible for State Funded Cleanup Where the Railroad Property is Not the Source of Contamination (10/15/03)	376, FS; Title 49, Part 214, Code of Federal Regulations	X	X	X	X
37.	Guidance for Comparing Background and Site Chemical Concentrations in Soil (January 2012)	62-780, FAC	X	X	X	X
38.	Guidance for Completing the Groundwater Sampling Log (Form FD 9000-24) for Chapter 62-770, F.A.C.	*62-770, FAC	X	X	X	X
39.	Guidance for the Determination of Subsequently Discovered Discharges at Sites with Preexisting	62-761, FAC; *62-770, FAC; 376, FS;	X	X	X	X

DEP GUIDANCE DOCUMENTS AND FORMS						
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
	Eligible Petroleum Discharges Pursuant to Section 376.30716, Florida Statutes (2-15-2007)	67.30716(4), FS				
40.	Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites (10/29/98)	376, FS; 492, FS; *62-770 FAC	X	X	X	X
41.	Institutional Controls Procedures Guidance (November 2013)	62-777, FAC; 62-780, FAC; 62-782, FAC; 62-785, FAC; *62-770, FAC; 5J-17, FAC; 319, FS; 320, FS; 321, FS; 322, FS; 373, FS; 376, FS; 403, FS	X	X	X	X
42.	Interim Guidance for Laboratory Analyses for Soil Samples for Petroleum Contamination Site Assessments (2/3/98)	*62-770, FAC	X	X	X	X
43.	Interim Source Removal, Supplemental Guidance	*62-770, FAC	X	X		
44.	Investigations Near Petroleum Storage Systems (9/25/00)	None	X	X	X	
45.	LTNAM Procedure and Technical Guidance with Attachments (1/20/11)	376.3071, FS, *62-770, FAC, 62-777, FAC		X	X	
46.	Memorandum of Understanding with DOT Regarding Petroleum Cleanup and Right of Way (10/29/12)	376, FS; 403, FS; 334, FS; 337, FS; 339, FS; *17-70, FAC	X	X	X	X
47.	Petroleum Restoration Program Closure Sampling Guidelines for Groundwater (1/27/14)	62-780, FAC				X
49.	Preapproval Program Backfill Quality Assurance Procedures for Site Undergoing Excavation (Updated 10/10/10)	62-173 FAC		X	X	
50.	Preapproval Program Guidance for Technical and Cost Justification for Contaminated Soil Source Removal (February 2007)	*62-770, FAC; 376, FS		X	X	
51.	Preapproval Program Policy on Disclosure of Relationships between Preapproval Program Contractors and Subcontractors for Professional Engineering and Geological Services (9/30/04)	None	X	X	X	X
52.	Priority Pollutant Volatile and Extractable Organics (8/11/10)	*62-770, FAC	X	X	X	X
53.	Procedures for Implementation of the Natural Attenuation Monitoring Provisions of Section 376.3071, F.S. in the Petroleum Cleanup Program (1/20/11)	376, FS, *62-770, FAC, 62-777, FAC	X	X	X	
54.	Procedural and Technical Guidance for Site Characterization Screening (7/1/12)	*62-770, FAC	X			X
55.	Professional Certification of Technical Documents (3/31/00)	471, FS; 472, FS	X	X	X	X
56.	Quality Assurance - Basic Dilution Principles Supplement to the BPSS Memorandum "Quality Assurance and Related Issues" (6/10/10)	62-160, FAC; *62-770, FAC	X	X	X	X

DEP GUIDANCE DOCUMENTS AND FORMS						
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
57.	Quality Assurance and Related Issues (5/14/07)	62-160, FAC; *62-770, FAC; 62-777, FAC	X	X	X	X
58.	Revised Policy on Establishment and Use of Milestones for Evaluating the Operation of Active Remediation Systems in the Preapproval Program (4/19/99)	None		X	X	
59.	Revised Procedures and Required Documentation for the Transfer of Title, Registration and Licensure of State-Owned Remediation System Trailers (Supersedes memo of same title dated 12/14/04) (2/28/05)	319, FS; 320, FS;			X	
60.	Rounding Analytical Data for Site Rehabilitation Completion (11/17/11)	62-302, FAC, 62-520, FAC, 62-777, FAC	X	X	X	X
61.	Sample Site Access Agreement for State Cleanup Contractors (3/12/12)	768.28, FS	X	X	X	X
62.	Soil Cleanup Target Levels, Application to Site Rehabilitation Decisions (2/1/11)	62-777, FAC; *62-770, FAC	X	X	X	
63.	SPLP Procedures for Petroleum Contaminated Sites (3/8/10)	*62-770, FAC	X	X	X	X
64.	State-Owned Tangible Personal Property Procedures and Requirements (Revised) (3/3/08)	273, FS; Section 10.370 Auditor Guidance; DEP Directives 320			X	
65.	Supplement to Milestone Policy - Time to Switch Evaluation Procedures (9/6/01)	62-777, FAC		X	X	
66.	Supplemental Guidance for 62-770.300 Interim Soil Source Removal (2/15/07)	*62-770, FAC		X	X	
67.	Supplemental Guidance for Air Emissions Control from Active Remedial Action Systems (11/24/09)	*62-770, FAC		X	X	
68.	Supplemental Guidance for Application of Direct Exposure Soil Cleanup Target Levels for Subsurface Soils (12/18/14)	62-780, FAC, 62-777, FAC	X	X	X	X
69.	Use of Out-of-State Facilities for Soil Treatment, Disposal, or Sources of Backfill for Preapproval Program Sites (5/20/08)	62-713, FAC	X	X	X	X
*All rule references include any subsequent replacement rules. Note, 62-770 and its predecessor 17-70 are now part of 62-780, effective 6/12/13.						
**ASTM, Standard Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers (D5092-90, Reapproved 1995).						
**ASTM, Standard Guide for Decommissioning of Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities (D5299-92).						
**ASTM, Standard Guide for Use of Hollow-Stem Augers for Geoenvironmental Exploration and the Installation of Subsurface Water-Quality Monitoring Devices (D5784-95, Reapproved 2000).						
**ASTM, Standard Guide for Installation of Direct Push Ground Water Monitoring Wells (D6724-01).						
**ASTM, Standard Guide for Direct Push Installation of Prepacked Screen Monitoring Wells in Unconsolidated Aquifers (D6725-01).						
**USEPA, Environmental Investigations Standard Operating Procedure and Quality Assurance Manual, Section 6: Design and Installation of Monitoring Wells, November 2001						