

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 17, 2017

(X) Consent () Regular
() Workshop () Public Hearing

Department:

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Task Assignment No. GC896-02 to DEP Agreement No. GC896 (R2016-0787) with the Florida Department of Environmental Protection (FDEP) providing for ongoing site management activities for cleanup of petroleum contamination sites for a not to exceed amount of \$543,491.20 The Task Performance Period is from July 1, 2017, through June 30, 2018.


Summary: On June 21, 2016, the Board of County Commissioners (BCC) approved FDEP Contract No. GC896 (R2016-0787), providing for contamination cleanup activities on behalf of FDEP and to administer the Petroleum Restoration Program through the Department of Environmental Resources Management (ERM). Delegated authority to sign all future time extensions, task assignments, certifications and other forms associated with this Agreement was approved at that time. Task Assignment No. GC896-01 (R2016-1603) was approved by the BCC November 1, 2016. Countywide (AH)

Background and Justification: On June 21, 2016, the BCC approved FDEP Contract No. GC896 (R2016-0787) providing for contamination cleanup activities on behalf of FDEP and to administer the Petroleum Restoration Program through ERM for a 5 year period from July 1, 2016, through June 30, 2021.

Attachments:

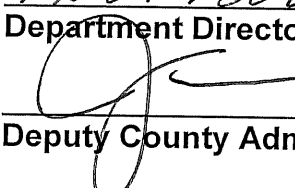
1. FDEP Task Assignment No. 2
2. Delegation of Approval Authority Memo

Recommended by:


Department Director

9/14/17
Date

Approved by:


Deputy County Administrator

10/4/17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	<u>135,873</u>	<u>407,619</u>	<u> </u>	<u> </u>	<u> </u>
External Revenues	<u>(135,873)</u>	<u>(407,619)</u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Is Item Included in Current Budget?	Yes <u>X</u>		No <u> </u>		
Budget Account No.: Fund <u>1231</u>	Department <u>380</u>		Unit <u>3233</u>	Object <u> </u>	
Program <u> </u>					

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

Petroleum Storage Tank Cleanup Program \$543,492
 FDEP Contact No. GC896 (543,492)
 \$ 0

*Includes up to \$140,000 savings for the general fund through a charge off for overhead.

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

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

Joseph W. L... 9/27/17
 OFMB AR 9/27

Anne J. ... 10/3/17
 Contract Development and Control
 10/3/17

B. Legal Sufficiency:

Anne Delgent 10-4-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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TASK ASSIGNMENT NOTIFICATION FORM

DEP Agreement Number: GC896 Task Assignment #: GC896-02
Local Program Name: Board of County Commissioners Palm Beach County
LP Contract Manager: Robert Robbins Phone #: (561) 233-2400
DEP Contract Manager: Rose Driber Phone #: (850) 245-8891
Task Description: (use additional pages if necessary)
See attached

Deliverables: See Attachment A, Paragraphs A, B, C and E.

Task Assignment Type Amount not to Exceed
Fixed Cost: \$ 543,491.20 Task Performance Period July 1, 2017 to June 30, 2018
Total Task Assignment Value: \$ 543,491.20

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

Rose Driber
DEP Contract Manager
Don PH
Cost Center Administrator
Don PH
Program Administrator
Don PH
Division Director
Don PH
Deputy Secretary
Don PH
Secretary
Don PH
Contractor Representative

4/13/17
Date
4/14/17
Date
4/14/17
Date
4/25/17
Date
4/28/2017
Date
5/15/17
Date
5/25/17
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Helgert
COUNTY ATTORNEY

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Task Assignment No. 2 (07/01/2017 – 06/30/2018)

A. Tasks

Local Program performs all work as specified in **Attachment A** of the Contract GC896.

B. Performance Measures

Department Contract Manager shall review deliverable documentation to ensure that work has been performed as specified in the Scope. The Department Contract Manager will notify the Local Program of acceptance or any deficiencies in the work and/or deliverables. The Local Program will be given an opportunity to remedy deficiencies at no additional cost to the Department. In addition, the Department Contract Manager will perform a detailed performance analysis to determine retainage release on a monthly basis, per **Paragraph D** below.

C. Compensation

Fixed costs include all expenses associated with vehicle operation and maintenance, lease, or rental (including vehicle maintenance cost for field visits and operation and maintenance (O&M) inspections; all travel costs associated with Department training and/or meetings with Department representative(s) within Florida) all costs for staffing, including salaries, fringe benefits, rent, utilities, any overhead and indirect expenses; general administrative expenses and all other costs related to the performance of the work specified in the **Attachment A** of the Contract and this Task Assignment.

1. Level of Effort.

If the Local Program has been assigned more than one site (discharge) at a source property, the Local Program will only be compensated for the site with the highest level of effort.

Retainage will be withheld as specified in **Paragraph D** for the following activities:

- a. The Local Program will be compensated at a rate of \$3,800.00 per source property per year in planning phase (site assessment (SA), including interim source removal, and remedial action plan (RAP)).
- b. Remediation phase (remedial action construction (RAC), operation and maintenance (O&M) and source removal (SR)); because more effort is expected and required in managing sites in these phases, source properties with sites in remediation phase will be compensated at a rate of \$7,600.00 per year for the first two (2) years after a RAP Approval Order, UIC Approval Order, or County-issued approval letter, if no Order is required, is issued for a Level 1 or Level 2 RAP or a Level 4 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract), and \$ 3,800.00 after the first two (2) years. For a Level 1, 2 or 3 Limited Scope RAP or RAP Modification Plan (as defined in **Attachment B** of the Contract) the source property will be compensated at a rate of \$7,600.00 for one (1) year after a RAP Approval Order, UIC Approval Order or County-issued approval letter if no Order is required, is issued, and \$ 3,800.00 for subsequent years. This includes SRs (not interim source removals under SA) which will be paid at \$ 7,600.00 for one (1) year and \$ 3,800.00 for subsequent years.
- c. Sites in monitoring phase (natural attenuation monitoring (NAM), post active remediation monitoring (PARM), long term natural attenuation monitoring (LTNAM), and well abandonment for site closure (WASC)); because minimal effort is expected and required for sites in this phase, the Local Program will be compensated at a rate of \$2,280.00 per year.
- d. Non-Program and Voluntary Cleanup sites: The Local Program will be compensated at 75% of the level of effort cost as described above.

Retainage will not be withheld for the following activities:

- a. Sites that are low score assessments (LSAs): for LSA sites, the Local Program will receive a one-time payment of \$ 3,800.00 per source property once the first LSA purchase order is issued.

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- b. Once an LSA is complete, and if the Local Program determines that the site may qualify for conditional closure without remediation, either because a Conditional Closure Application or a No Further Action Proposal with Conditions has been submitted, the site may be paid at a rate of \$3,800.00 on an annual basis until the Conditional Site Rehabilitation Completion Order or LSSI No Further Action Order is issued, or it is determined that conditional closure is not achievable without remediation.

2. Performance Incentives

- a. In order to encourage more efficient site cleanup, and in addition to the fixed cost payments, the Local Program shall be paid an additional target payment of \$750.00, when the following is completed at a site:
 - i. A Site Rehabilitation Completion Order (SRCO) per Chapter 62-780.680, F.A.C., or Low Score Site Initiative No Further Action Approval Order per Section 376.3071(12), F.S., is issued, but only if the order is submitted to the Department within 60 days of the approval of the no further action proposal or well abandonment report, whichever is later. The number of discharges listed in a SRCO should correspond with the number of discharges listed in the no further action proposal. For example, if multiple discharges were proposed for no further action in a report, only one SRCO shall be submitted. This SRCO would be considered one completed target.
 - ii. A purchase order is issued moving one or more sites at a source property out of O&M and into a monitoring phase.
 - iii. A RAP is completed and the RAP Approval Order is issued.
 - iv. A non-LSA site completes site assessment per Chapter 62-780.600, F.A.C., and a site assessment approval letter is issued. A target payment only applies if this is the first time a Chapter 62-780.600, F.A.C. assessment has been completed at the site.
- b. 10% PERFORMANCE INCENTIVE PAYMENT MAXIMUM – the maximum amount that can be paid each month for completing performance incentives is 10% of 1/12th of the total non-LSA source property compensation amount, even if more performance incentives are met. Performance incentives must be billed for on the invoice for the month they are achieved.

3. Cost reimbursement: No cost reimbursement will be made under this Task Assignment.

D. Financial Consequences

No payment will be made for unsatisfactory work. In addition, retainage will be withheld in the amount of 5% of 1/12 of the total non-LSA source property compensation.

Retainage

- 1. 5% of 1/12 of total non-LSA source property compensation will be withheld as retainage each month.
- 2. Based on the level to which performance measures are met, up to eighty percent (80%) of the retainage will be released the month after the invoice is submitted. Performance for purposes of obtaining the eighty percent (80%) retainage is based on the following four (4) performance measures:
 - a. Performance Measure 1: Turnaround times for deliverable reviews – Percentage of deliverable reviews that met turnaround times (**Attachment T** of Contract) will be self-reported in the monthly invoice and a percentage of those will be verified by the Department;
 - b. Performance Measure 2: Turnaround times for requests for change – Percentage of requests for change that met turnaround times will be self-reported in the monthly invoice and a percentage of those will be verified by the Department;
 - c. Performance Measure 3: Data entry correctly and timely completed in the Storage Tank Contamination Monitoring (STCM) database – based on a review by the Department of a percentage of documents reported on the invoice and correctly and timely updated in STCM (**Paragraphs A.1.a., A.1.e, A.1.i., and A.1.l. of**

ATTACHMENT C

Attachment A). The overall percentage of data correctly and timely updated or entered in STCM will be extrapolated from the Department's review; and

- d. Performance Measure 4: Document correctly and timely inserted into OCULUS – based on a review by the Department of a percentage of documents reported on the invoice and correctly and timely inserted into STCM (**Paragraphs A.1.e., A.1.f, A.1.g.iii, A.1.h, A.1.i., and A.1.m. of Attachment A**). The overall percentage will be extrapolated from the Department's review.

3. Performance Measures: Monthly Retainage Release Schedule

- a. The percentage calculated for each of the above four performance metrics will be averaged, and that average will be used to determine how much retainage will be released;
 - b. If the average of the four monthly performance metrics is 90% or above, then 80% of withheld retainage will be released the following month;
 - c. If the average of the four monthly performance metrics is at least 80%, but less than 90%, then 60% of withheld retainage will be released the following month and 20% of the withheld retainage will be forfeited.
 - d. If the average of the four monthly performance metrics is at least 70%, but less than 80%, then 40% of withheld retainage will be released the following month and 40% of the withheld retainage will be forfeited.
 - e. If the average of the four monthly performance metrics is below 70%, then 0% of the withheld retainage will be released the following month and 80% of the withheld retainage will be forfeited.
4. The remaining twenty percent (20%) of retainage will be withheld from each monthly payment and shall be released at the end of the Task Assignment if 98% of all assigned source properties were visited or inspected during the fiscal year pursuant to **Paragraph A.1.g of Attachment A** of the Contract, based on self-reporting by the Local Program and a percentage of those will be verified by the Department. Failure to meet the 98% target shall result in forfeiture of this retainage.

E. Budget Summary

The total Task Assignment (TA) amount for TA #2 of DEP Contract No. GC896 is \$ 543,491.20. The Local Program will be paid an annual fixed cost base rate of \$511,480.00 for petroleum cleanup site management, \$492,480.00 of which will be for petroleum cleanup site management of 159 non-Low Score Assessment (LSA) source properties and \$ 19,000.00 of which will be for petroleum cleanup site management of five (5) LSA source properties. Additional funds are considered in this Task Assignment for compensation associated with the completion of Performance Incentives (see **Paragraph C.2., above**). However, the actual payment amount may be more or less than the Task Assignment amount, based on the Local Program's performance. If the Local Program earns Performance Incentives (in accordance with the policies in **Paragraphs C.2.a. and C.2.b**) that cause the total annual payment amount to be in excess of the Task Assignment amount, a Task Assignment Change Order will be executed to authorize the payment of the additional amount.

1. Payments for each month can range from 95% to 109% of 1/12 of the total non-LSA source property compensation amount, plus LSA costs (per **Paragraph C.1.e** above). An additional 1% of 1/12 of the total non-LSA source property compensation amount could be paid at the end of the Task Assignment.
2. SRCOs that are issued do not reduce the total non-LSA source property compensation amount for this Task Assignment.
3. If an additional number of source properties (increase of 5% or 15 sites, whichever is greater) are assigned to the Local Program during a Task Assignment period, a Task Assignment Change Order will be issued to provide compensation for the increased number of source properties if the Local Program makes a written request. Any source properties added via Task Assignment Change Order will be prorated from the month assigned.

ATTACHMENT 2




INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: June 28, 2016

TO: Verdenia C. Baker
County Administrator


THROUGH: Jon Van Arnam
Deputy County Administrator

FROM:  Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
Department of Environmental Protection (DEP) Contract No.
GC896 Petroleum Restoration Program.

On June 21, 2016, agenda item 3L3 (R2016-0787) the Board of County Commissioners approved 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, terms or conditions of the Contract.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and necessary minor amendments that do not substantially change the scope of work, terms or conditions of the Contract. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED:  DATE: 7/5/16
Verdenia C. Baker, County Administrator

RR:mc
Attachment