

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** September 14, 2021       Consent       Regular  
     Workshop       Public Hearing

**Department:**      Environmental Resources Management

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:**

**A)** Amendment No. 1 to the Florida Department of Environmental Protection (FDEP) Contract No. GC896 (R2016-0787) (Contract) for petroleum contamination cleanup site management activities for a five-year renewal period from July 1, 2021 through June 30, 2026.

**B)** Task Assignment No. GC896-06 to the FDEP Contract providing for ongoing site management activities for cleanup of petroleum contamination sites for an amount not to exceed \$500,580. The task performance period is from July 1, 2021 through June 30, 2022.

**Summary:** On June 21, 2016, the Board of County Commissioners approved the FDEP Contract 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 Contract was approved at that time. On June 14, 2021, Amendment No. 1 and Task Assignment No. 06 were executed through delegation of authority. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating department as a receive and file agenda item. Countywide (SS)

**Background and Justification:** Petroleum cleanup services under a series of contracts with the FDEP have been in effect since 1988. The current program, known as the Petroleum Restoration Program, involves site management, technical review services, and enforcement of state petroleum contamination cleanup regulations for sites in the County, on behalf of FDEP, 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. The program, administered by ERM for a five-year period from July 1, 2021 through June 30, 2026.

**Attachments:**

1. Amendment No. 1 to GC896
2. Task Assignment No. 06 to GC896
3. Delegated Authority

<b>Recommended by:</b>		8-25-2021
	Department Director	Date
<b>Approved by:</b>		8/26/21
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>500,580</u>	_____	_____	_____	_____
External Revenues	<u>(500,580)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes <u>X</u>		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	Fund <u>1230</u>	Department <u>380</u>	Unit <u>3235</u>	Object _____	Reporting Category _____

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

Petroleum Storage Tank Cleanup Program  
FDEP Contract No. GC896

**C. Department Fiscal Review:** S. Henry

**III. REVIEW COMMENTS**

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

Don Monte 8/19/21  
OFMB (A 8-18-21)  
Jackson 8/19/21

Ar. J. Jackson 8/26/21  
Contract Dev. and Control

**B. Legal Sufficiency:**

HL 8/26/21  
Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT NO. 1  
RENEWAL  
TO CONTRACT NO. GC896  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Contract No. GC896, (Contract) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Palm Beach County Board of County Commissioners 2300 North Jog Road, West Palm Beach, FL 33411 (Contractor), on the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor to provide petroleum contamination cleanup site management activities effective July 1, 2016; and

WHEREAS, the parties wish to amend the Contract as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The Contract is renewed for a 5 year period to begin July 1, 2021, and remain in effect until June 30, 2026. The Department and the Contractor shall continue to perform their respective duties during this renewal period pursuant to the same terms and conditions provided in the Contract.
2. Paragraph 3.A is hereby deleted in its entirety and replaced with the following:  

The Task Assignment Notification Form and Task Assignment Change Order Form as attached to the Contract are hereby deleted. All Task Assignments and Task Assignment Change Orders shall be executed on the Department's latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department's Contract Manager.
3. Paragraph 26. is hereby deleted in its entirety and replaced with: "Exhibit A, Public Records Requirements, as attached to this Amendment, is hereby incorporated into the Contract."
4. The following provision is hereby added to paragraph 38, Disqualification:
  - C. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. The following provision is hereby added to the Contract as a new paragraph 53:

Dispute Resolution. Any dispute concerning performance of the Contract shall be decided as follows:

  - A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
  - B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

- C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department's response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
  - 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
  - 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
- E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

6. The following provision is hereby added to the Contract as a new paragraph 54:

MyFloridaMarketPlace Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Rule 60A-1.031, Florida Administrative Code, payments under this Contract are exempt from the MyFloridaMarketPlace transaction fee.

7. All other terms and conditions of the Contract remain in effect. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**Palm Beach County Board of County Commissioners**

By: *Deborah Drum*  
 Title: Deborah Drum, ERM Department Director

Date: 3-25-21

**Florida Department of Environmental Protection**

By: *Leslie Anne Reed*  
 Secretary or Designee

Date: 06/14/2021

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

Specify Type /	Description
Letter	
Exhibit A	Public Records Requirement (1 page)

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Approved as to form and legal sufficiency:  
*Scott A. Stone*  
 Scott A. Stone, Assistant County Attorney

**EXHIBIT A, PUBLIC RECORDS REQUIREMENTS**

**A. Public Records Access Requirements.**

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**B. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) Ensure that 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 Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone: (850) 245-2118**

**Email: [public.services@floridadep.gov](mailto:public.services@floridadep.gov)**

**Mailing Address: Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Task Assignment**

This Task Assignment (TA) is entered into between the Parties named below, pursuant to Contract Number: **GC896**

1. TA Number: **6** TA Completion Date: **June 30, 2022**  
 TA Description: **See Attachment C**

2. Parties  
 State of Florida Department of Environmental Protection (Department)  
 Department Project Manager: **David Warfel** Department Project Manager Phone: **850-245-8891**  
 Contractor Name: **Palm Beach County Board of County Commissioners** (Contractor)  
 Contractor's Project Manager: **Deborah Drum** Contractor's Project Manager Phone: **(561) 233-2400**

3. Project Number: **GC896-TA6**  
 (If different from TA Number)  
 Project Location(s): **2300 N. Jog Road West Palm Beach, Florida 33411**  
 Project Name: **Petroleum Contamination Cleanup Management**

4. As consideration for the services rendered by Contractor under the terms of this TA, the Department shall pay the Contractor on the following bases, up to the Total TA Value as indicated below:

Fixed Price: \_\_\_\_\_

Fixed Unit Rate: **\$ 500,580.00** (Extended Price)

Cost Reimbursement: \_\_\_\_\_

Total TA Value: **\$ 500,580.00**

5. The Parties agree to comply with the terms and conditions of the underlying the Contract, and the following attachments which are hereby incorporated by reference:

Attachment 1: **Scope of Work**

Additional Attachments (if necessary):

**IN WITNESS WHEREOF, this TA shall be effective on the last date signed below.**

<p><b>Palm Beach County Board of County Commissioners</b> Contractor</p> <p>Name: <b>Deborah Drum</b></p> <p>Title: <b>LP Contract Manager</b></p> <p><b>Deborah Drum</b> (Authorized Signature)</p> <p>Date: _____</p>	<p><b>State of Florida Department of Environmental Protection</b> Department</p> <p><b>John Truitt, Deputy Secretary</b></p> <p>Secretary or Designee</p> <p><b>John Truitt</b> (Authorized Signature)</p> <p>Digitally signed by John Truitt Date: 2021.06.29 09:22:30 -04'00'</p>
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Additional signatures attached on separate page.  
 Approved as to form and legal sufficiency:  
 /s/ Scott A. Stone  
 Scott A. Stone

Funding Information:

Org. Code	E.O.	Object Code	Budget Entity	Appropriation Category	Grant #	Project #	Year	Amount
<b>450401002</b>	<b>JN</b>	<b>131545</b>	<b>4713</b>	<b>104138</b>		<b>GC896</b>	<b>00</b>	<b>\$ 500,580.00</b>

Additional Funding Information attached on separate page.

ATTACHMENT C

Task Assignment No. 6 (07/01/2021 – 06/30/2022)

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 \$4,050.00 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 \$8,100.00 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 \$4,050.00 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 \$8,100.00 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 \$4,050.00 for subsequent years. This includes SRs (not interim source removals under SA) which will be paid at \$8,100.00 for one (1) year and \$4,050.00 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 \$2,430.00 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 \$4,050.00 per source property once the first LSA purchase order is issued.

## ATTACHMENT C

- 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 \$4,050.00 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 \$500.00, when the following is completed at a site:
- b. 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. 3% PERFORMANCE INCENTIVE PAYMENT MAXIMUM -The maximum amount that can be paid annually is 3% 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 4% of 1/12 of the total non-LSA source property compensation.

#### Retainage

1. 4% 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 one hundred percent (100%) of the retainage will be released the month after the invoice is submitted. Performance for purposes of obtaining the one hundred percent (100%) 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 as reported in Storage Tank Contamination Monitoring database (STCM) (**Attachment T of Contract**).
  - b. Performance Measure 2: Data entry correctly and timely completed in the 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 A**). The overall percentage of data correctly and timely updated or entered in STCM will be extrapolated from the Department's review.
  - c. Performance Measure 3: 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 OCULUS (**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.
  - d. Performance Measure 4: Contractor Performance Evaluation (CPE) Completion Rates – the monthly percentage of CPEs as reported in STCM that have not been completed but a final invoice was paid on or after January 1, 2017, and more than 30 days from the date of the contractor final invoice approval.

### 3. Performance Measures: Monthly Retainage Release Schedule



#### ATTACHMENT C

- a. The percentage calculated for each of the above four performance metrics (Paragraph 2a through 2d) 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 100% 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 75% of withheld retainage will be released the following month and 25% 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 50% of withheld retainage will be released the following month and 50% 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 100% of the withheld retainage will be forfeited and a corrective action plan will be required.

#### E. Budget Summary

The total Task Assignment (TA) amount for TA #6 of DEP Contract No. GC896 is \$500,580.00. The Local Program will be paid an annual fixed cost base rate of \$4,050.00 petroleum cleanup site management, \$486,000.00 of which will be for petroleum cleanup site management of 137 non-Low Score Assessment (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 less than the Task Assignment amount, based on the Local Program's performance.

1. Payments for each month can range from 95% to 103% of 1/12 of the total non-LSA source property compensation amount, plus LSA costs (per **Paragraph C.1.e** above).
  2. SRCOs that are issued during the Task Assignment period 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 may be issued to provide compensation for the increased number of source properties if the Local Program makes a written request
- F. The Task Assignment Notification Form and Task Assignment Change Order Form as attached to the Contract are hereby deleted. All Task Assignments and Task Assignment Change Orders shall be executed on the Department's latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department's Contract Manager.

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.

TA6 Attachment 1

**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.

TA6 Attachment 1

**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**.

TA6 Attachment 1

**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

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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.

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- 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.

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- 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



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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 1<sup>st</sup> 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)

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- 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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**INTEROFFICE MEMORANDUM  
Palm Beach County  
Environmental Resources Management**

**DATE:** May 15, 2018

**TO:** Verdenia C. Baker  
County Administrator

**THROUGH:** Jon Van Arman  
Deputy County Administrator

MAY 18 2018

**FROM:** Deborah Drum, Director  
Environmental Resources Management

*[Handwritten signature]* 5/15/18

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
**Contract No. GC896 with the Florida Department of  
Environmental Protection (FDEP) for the 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 any necessary minor amendments that do not substantially change the scope of work, or terms and conditions of the Contract.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management to sign all future time extensions, task assignments, certifications, and other forms associated with the Contract, and any necessary minor amendments that do not substantially change the scope of work, or terms and 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: *Verdenia C. Baker* DATE: 5/21/18  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment