

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** DEP Contract No. GC634, Amendment No. 2 (Petroleum Cleanup)

**DEPARTMENT:** Public Safety **DIVISION:** Emergency Mgmt/Tanks Bureau

**AUTHORIZED BY:** [Signature] **CONTACT:** Ross Arbelius [Signature] **EXT.** 2331

<b>Agenda Date 7-22-03</b> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

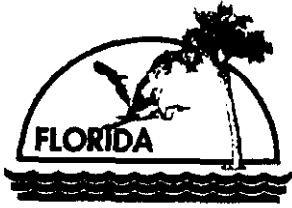
Board approval for Chairman to sign Amendment #2 to Contract GC634, for performance of Petroleum Storage Tank Cleanup functions.

**BACKGROUND:**

Seminole County currently has a contract with the State of Florida, Department of Environmental Protection, Petroleum Storage Tanks Bureau (FDEP-BPSS) to perform cleanup functions in Seminole and Lake Counties. The contract is for the period beginning July 1, 2001 and ends June 30, 2005. Annually, a Task Assignment is received indicating the dollar amount Seminole County will receive for the upcoming fiscal year for performing these functions.

For State Fiscal Year July 1, 2003 through June 30, 2004, the State is increasing our task assignment to 202 sites. They are also providing for an O&M Inspector. Additional funding for personnel expenses and a vehicle are included in this year's dollar amount of \$534,396.79.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CEM 01</u>



# Department of Environmental Protection

Jeb Bush  
Governor

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

David B. Struhs  
Secretary

June 24, 2003

Mr. Ross Arbelius  
Seminole County  
510 West Lake Mary Blvd  
Sanford, FL 32773-6179

RECEIVED  
JUN 25 2003  
DEPT. OF PUBLIC SAFETY  
TANK SECTION

RE: Task Assignment # 3 GC 634

Dear Mr. Arbelius:

Enclosed you will find Task Assignment # 3 for GC-634 for work to be performed on 202 petroleum contaminated sites. The Task Assignment includes funds for the O&M inspector position. The position salary is at the ESII level and also includes compensation for the use of a vehicle. You may proceed with the hiring for this position. We are also including two original copies of the Contract Amendment. Please sign and keep one copy for your records and return one original back to us. If you have any questions please contact me at 850-245-8882 or the letterhead address.

Sincerely,

Grace Rivera  
Environmental Manager  
Petroleum Cleanup Section 2  
Bureau of Petroleum Storage Systems  
E-mail: Grace.Rivera@dep.state.fl.us

cc: File

ATTACHMENT C-1

TASK ASSIGNMENT NOTIFICATION FORM

FDEP Contract Number: GC 634 Task Assignment #: 3  
 Contractor Name: Seminole County Government  
 Contract Manager: Ross Arbelius Phone #: 407/ 665-2331  
 FDEP Contract Manager: Grace Rivera Phone #: 850/ 245-8882

Task Description: (use additional pages if necessary)

Perform petroleum contamination site cleanup services on 202 petroleum contaminated sites as described in Attachment A-1.  
Scope of Services of DEP Contract GC 634.

SEE ENCLOSED ATTACHMENT E-1 FOR FEE SCHEDULE CALCULATION

Deliverable: Completion of all activities, documents, letters, data entry , etc, per Scope  
of Services listed in Attachment A-1of FDEP contract GC 634.

Task Assignment Type: Amount Not To Exceed Task Performance Period: July 1, 2003 to June 30, 2004  
 Fee Schedule: \$534,396.79  
 Total Task Assignment Value: \$534,396.79

Organization Code	E.O.	Object Code	Module	Special Category	Fiscal Year	Budget Representative Approval
37450404200	GP	750000	4713	104138	03/04	<i>Carol C. Johnson</i>

Revised Attachment H-1, Exhibit-1, attached to this document

*[Signature]* Date 6/16/03  
 FDEP Contract Manager  
*[Signature]* Date 6/16/03  
 Cost Center Administrator  
*[Signature]* Date 6/17/03  
 Bureau Chief  
*[Signature]* Date 6/17/03  
 Contractor Representative

cc: Ruth Heggen, Contracts Section (MS 93)  
 Bureau of Petroleum Storage Systems, Accountant  
 Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

ATTACHMENT E-1

**Task Assignment Calculation Spreadsheet**

Seminole County Task Assignment #: 3 Fiscal Year: 03/04  
 Number of Sites: 202 Standard Multiplier: 54.17%

	ES II	PE/PG	Clerical	Admin	Addl Personnel	Total Bare Labor Cost Per Site	Total Loaded Labor Cost Per Site
Hours/Site	40	10.25	10	12			
Salary	\$ 19.25	\$ 29.30	\$ 16.23	\$ 25.94		\$ 1,543.91	\$ 2,380.24

Number of Site Managers (# sites\*hours/site)/2080)      ES II      PE      Total  
 3.88      1.00      4.88

**Travel (one trip/site manager + 1 [min 5 trips])**  
 Cost per trip      \$ 400.00  
 # of Trips      6.00  
 Travel Total      \$ 2,400.00

**Vehicle (2.5 site managers/vehicle [max 3 vehicles])**  
 Monthly Cost per Vehicle      \$ 300.00  
 # of Vehicles      2.00  
 Vehicle Total      \$ 7,200.00

**O&M inspector (1inspector /300 sites+ 1 vehicle)**  
 Inspector      \$ 19.25  
 Hours      1,401  
 Bare Salary      \$ 26,960.27  
 Inspector Salary      \$ 41,564.64  
 Vehicle      \$ 2,424.00  
 O&M inspector Total      \$ 43,988.64

Task Assignment Amount		
	Per site	Total
<input checked="" type="checkbox"/> Labor	\$ 2,380.24	\$ 480,808.14
<input checked="" type="checkbox"/> Travel		\$ 2,400.00
<input checked="" type="checkbox"/> Vehicle		\$ 7,200.00
<input checked="" type="checkbox"/> O&M	\$ 217.77	\$ 43,988.64
	\$ 2,598.00	
<b>Total:</b>		<b>\$ 534,396.79</b>

**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	\$0.00	104132
Task Assignment No. 1	Inland Protection Trust Fund Line Item #1767	2001/2002	37024	Petroleum Site Contamination	\$256,217.54	104132
Task Assignment No. 2	Inland Protection Trust Fund Line Item #1767	2002/2003	37024	Petroleum Site Contamination	\$328,310.82	104138
Task Assignment No. 2 Change Order # 1	Inland Protection Trust Fund Line Item #1767	2002/2003	37024	Petroleum Site Contamination	\$19,421.46	104138
Task Assignment No. 3	Inland Protection Trust Fund Line Item #1767	2003/2004	37024	Petroleum Site Contamination	\$534,396.79	104138
<b>Total Award</b>					<b>\$1,138,346.61</b>	

For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

DEP CONTRACT NO. GC634  
AMENDMENT NO. 2

THIS CONTRACT as entered into on the 28<sup>th</sup> day of June, 2001, and amended on the 15<sup>th</sup> day of July, 2002, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY, FLORIDA (hereinafter referred to as the "Contractor") is hereby amended as follows:

-- Paragraph 8, the fourth subparagraph is hereby revised to read as follows:

The Contractor shall be paid on a fee schedule basis based on estimates of the costs to manage a specified number of sites. **This is not a fixed price or cost plus contract.** The monthly amount is based on the estimated level of effort required to manage Preapproval/Non Program/Voluntary Cleanup and State Cleanup Sites. The number and level of personnel and overhead are based upon DEP estimates and overhead funding caps, cost of personnel are based on the Contractor's actual cost and the total number of sites the Contractor manages. Funding caps established for overhead (which includes Fringe Benefits) shall be re-evaluated by March 31<sup>st</sup> of each year prior to the development of the new State Fiscal Year task assignment. Consideration in terms of personnel time may be given for specific technical and administrative activities on a task by task basis. Payment for active sites shall be based on the date of initiation and pro-rated over a 12-month period. Additional sites added during the course of the year will be pro-rated from the month the site is assigned. Site Rehabilitation Completion Orders (SRCO) with or without conditions issued pursuant to Rules 62-770.680 or 62-770.760, Florida Administrative Code ("F.A.C."), during the course of the year shall not reduce the total number of sites assigned to the Contractor during any fiscal year.

-- Paragraph 17 is hereby revised to modify the contact information for the Department's Contract Manager to read as follows:

Florida Department of Environmental Protection  
Bureau of Petroleum Storage Systems  
Attn: Grace Rivera  
2600 Blair Stone Road, MS 4545  
Tallahassee, FL 32399-2400  
Telephone: (850) 245-8882  
Facsimile: (850) 245-8878  
Email: [grace.rivera@dep.state.fl.us](mailto:grace.rivera@dep.state.fl.us)

-- Paragraph 18 is hereby revised to change the telephone number for the Department's Contract Manager to (850) 245-8882.

-- Paragraph 20, the second sentence is hereby modified to read as follows:

This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

-- Paragraph 25 is hereby deleted in its entirety and replaced with the following:

25. In addition to the provisions contained in paragraph 24 above, the Contractor shall comply with the applicable provisions contained in **Attachment H-1, Revised Special Audit Requirements**. A revised copy of **Attachment H-1, Exhibit-1**, must be provided to the Contractor with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Contract for purposes of assisting the Contractor in complying with the requirements of **Attachment H-1, Revised Special Audit Requirements**. If the Contractor fails to receive a revised copy of **Attachment H-1, Exhibit-1**, the Contractor shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

-- Paragraph 33 is hereby deleted in its entirety and replaced with the following:

33. Upon satisfactory completion of this Contract, the Contractor may retain ownership of the equipment purchased under this Contract. However, the Contractor shall complete and sign a Property Reporting Form, provided as **Attachment F-1**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Contractor shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
  - C. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
  - D. The Contractor shall perform an annual inventory of all such equipment no later than January 31<sup>st</sup> of each year and shall submit an inventory report to the Department.
  - E. Additional requirements may be imposed on executed Task Assignments outlining the purchase of equipment.

-- All attachments relative to this Contract are hereby deleted in their entirety and replaced, respectively, as described in the chart below. All references in the Contract to each of the original attachments shall hereinafter refer to the attachment by the new title as amended herein.

<b>Original Attachment</b>	<b>Revised Attachment</b>
Attachment A, Scope of Services	<b>Attachment A-1, Scope of Services (Revised 6/03)</b>
Attachment B, Contract Definitions	<b>Attachment B-1, Contract Definitions (Revised 6/03)</b>
Attachment C, Task Assignment Notification Form	<b>Attachment C-1, Task Assignment Notification Form (Revised 6/03)</b>
Attachment D, Task Assignment Change Order Form	<b>Attachment D-1, Task Assignment Change Order Form (Revised 6/03)</b>
Attachment E, Multiplier Spreadsheet for Compensation Form	<b>Attachment E-1, Multiplier Spreadsheet for Compensation Form (Revised 6/03)</b>
Attachment F, Property Reporting Form	<b>Attachment F-1, Property Reporting Form (Revised 6/03)</b>
Attachment G1, Instructions for Contract Invoice	<b>Attachment G1-1, Instructions for Contract Invoice (Revised 6/03)</b>
Attachment G2, Contractual Services Invoices Form	<b>Attachment G2-1, Contractual Services Invoices Form (Revised 6/03)</b>
Attachment G3, Monthly Contract Invoice Cover Sheet Form	<b>Attachment G3-1, Monthly Contract Invoice Cover Sheet Form (Revised 6/03)</b>
Attachment G4, Site Report Spreadsheet Form	<b>Attachment G4-1, Site Report Spreadsheet Form (Revised 6/03)</b>
Attachment H, Special Audit Requirements	<b>Attachment H-1, Revised Special Audit Requirements (Revised 6/03)</b>
Attachment I, Administrative Performance Criteria	<b>Attachment I-1, Administrative Performance Criteria (Revised 6/03)</b>
Attachment J, Guidance Documents	<b>Attachment J-1, Guidance Documents (Revised 6/03)</b>
Attachment K, Non-Program Site Management Procedures	<b>Attachment K-1, Non-Program Site Management Procedures (Revised 6/03)</b>

-- **Attachment L1**, Local Program Petroleum Cleanup Contract Year End Financial Statement and **Attachment L2**, Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement, attached hereto are hereby added to the Contract.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

SEMINOLE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

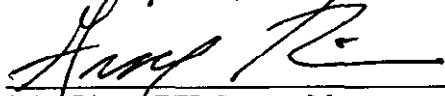
\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Chief, Bureau of Petroleum Storage Systems

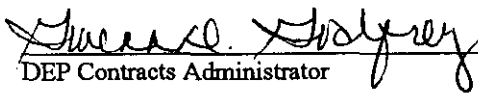
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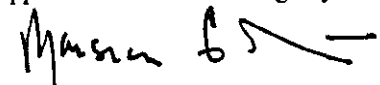
\_\_\_\_\_  
Seminole County Clerk

  
\_\_\_\_\_  
Grace Rivera, DEP Contract Manager

\_\_\_\_\_  
Approved as to form:

  
\_\_\_\_\_  
DEP Contracts Administrator

\_\_\_\_\_  
Seminole County Attorney

Approved as to form and legality:  
  
\_\_\_\_\_  
DEP Assistant General Counsel

List of Attachments/Exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Scope of Services (Revised 6/03) (4 Pages)
Attachment	B-1	Contract Definitions (Revised 6/03) (2 Pages)
Attachment	C-1	Task Assignment Notification Form (Revised 6/03) (1 Page)
Attachment	D-1	Task Assignment Change Order Form (Revised 6/03) (1 Page)
Attachment	E-1	Multiplier Spreadsheet for Compensation Form (Revised 6/03) (1 Page)
Attachment	F-1	Property Reporting Form (Revised 6/03) (1 Page)
Attachment	G1-1	Instructions for Contract Invoice (Revised 6/03) (1 Page)
Attachment	G2-1	Contractual Services Invoices Form (Revised 6/03) (1 Page)
Attachment	G3-1	Monthly Contract Invoice Cover Sheet Form (Revised 6/03) (1 Page)
Attachment	G4-1	Site Report Spreadsheet Form (Revised 6/03) (2 Pages)
Attachment	H-1	Revised Special Audit Requirements (Revised 6/03) (5 Pages)
Attachment	I-1	Administrative Performance Criteria (Revised 6/03) (1 Page)
Attachment	J-1	Guidance Documents (Revised 6/03) (1 Page)
Attachment	K-1	Non-Program Site Management Procedures (Revised 6/03) (2 Pages)
Attachment	L1	Local Program Petroleum Cleanup Contract Year End Financial Statement (1 Page)
Attachment	L2	Local Program Petroleum Cleanup Contract Guidelines for Preparing Year End Financial Statement (2 Pages)



**ATTACHMENT A-1**  
**SCOPE OF SERVICES**  
(Revised 6/03)

1. The Contractor shall perform all necessary activities to bring a petroleum cleanup site to either No Further Action or Site Rehabilitation Completion Orders with or without conditions (NFA/NFAC or SRCO) within the most timely and cost efficient manner possible. The Contractor will be compensated based on a negotiated annual Contract amount prorated over a twelve (12)-month period. Modifications to the Contract amount can occur, when the number of managed sites increases or decreases by ten percent (10%) increments or fifteen (15) sites, whichever is less, at which time a Task Assignment Change Order will be issued. The Task Assignment must be fully executed to be eligible for additional compensation. Additional sites added during the course of the year will be prorated from the month the ten percent (10%) or fifteen (15) site threshold is reached and a Task Assignment Change Order is executed. The technical and administrative services shall be performed in accordance with applicable statutes, rules and written Department guidance including Sections 376.300, 376.3071, 376.3073 and 376.308, F.S. and Chapters 62-770, 62-771, and 62-777, F.A.C., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP). Ancillary services include, but are not limited to:
  - All necessary clerical and administrative duties, including, but not limited to:
    - maintenance of cleanup site files
    - typing
    - mailing
    - document and performance tracking
    - processing time extension requests
    - processing preapproval work orders
    - task assignments and change orders
    - review technical reports and addenda
    - completion of review checklists
    - information requests
  - Attend meetings;
  - Respond to public records requests;
  - Provide assistance to the public;
  - Data entry into STCM and PCT databases;
  - Timely forwarding documents to the DEP; and
  - Liaison with the DEP Contract Manager.
2. The DEP may assign other activities to the Contractor on an as needed basis. The Contractor shall perform technical reviews for non-program sites, perform special technical evaluations, or assist the DEP with certain administrative tasks as mutually agreed upon based upon the needs of the DEP and the availability and expertise of the Contractor.
3. The Contractor is required to meet Chapter 62-770, F.A.C., time frames for review of documents. If these time frames can not be met the Contractor shall contact the DEP Contract Manager immediately so that alternate arrangements can be made to have the documents timely reviewed.
4. Performance will be measured through the following administrative and technical reviews:
  - A. All database entries into the petroleum cleanup tracking databases (STCM/PCT) must be made within thirty (30) calendar days of activity as defined in Attachment I-1, Section 1. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation as described in Attachment I-1, Section 1. The performance measure for data entry into STCM/PCT and delivery of copies of all documents and correspondence to DEP files is ninety-percent (90%) or greater. A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for Document Management.

- B. An Administrative Review of the processing of work orders and invoices will follow the same guidelines, as those required in the SOP. The Contractor must maintain a ninety-percent (90%) or greater rating (see Attachment I-1, Section 2). A review of twenty-five percent (25%), or a percentage at the Department's discretion, of the site files will be performed at least annually to determine the rating for the Administrative Review measures.
  - C. A Technical Review will be performed by DEP to ensure consistent application of DEP technical rules and policies. These Technical Reviews may be performed as often as deemed necessary by the DEP staff and the Contractor is required to perform in a proper and satisfactory manner as determined by DEP.
  - D. Failure of the Contractor to meet a rating of ninety-percent (90%) or greater on Document Management (see paragraph 4A of Attachment A-1), or a ninety-percent (90%) or greater rating on the Administrative Review measures (see paragraph 4B of Attachment A-1) could result in forfeiture of 10% of the Total Task Assignment amount. Continued non-performance by the Contractor shall result in the termination of the Contract per paragraph 16 of the Contract.
  - E. A pre-review and post-review interview will be performed by the Contract Manager with the Contractor. The Contractor shall have thirty (30) days to respond in writing to the review. The Contractor shall submit a satisfactory corrective action plan to the DEP Contract Manager, upon final notification by the DEP that the Contractor did not meet the standards, within sixty (60) days of notification.
5. The determination of the compensation rate per site is based on an estimate of the Environmental Specialist II (ES II) level spending forty (40) hours per site per year, the Professional Geologist licensed to practice in Florida pursuant to Chapter 492, F.S. ("PG"), and/or Professional Engineer licensed to practice in Florida pursuant to Chapter 471, F.S. ("PE") spending seven (7) hours per site per year; the clerical staff spending ten (10) hours per site per year; and the administrative staff spending twelve (12) hours per site per year as provided in the Multiplier Spreadsheet For Compensation Form (Attachment E-1). The personnel time for additional tasks will be negotiated on a task-by-task basis, and may be considered in the original Task Assignment or as a Change Order. For Contractors with fewer than one hundred eighty (180) sites, the number of hours of PE/PG time per site in the compensation formula will be adjusted such that at least one thousand two hundred fifty (1250) hours of PE/PG time (sixty percent (60%) of a PE/PG FTE) is committed to petroleum cleanup program activities annually. The Contractor is required, as a minimum, to have a PE employed by that Contractor available for petroleum cleanup program activities on a timely and routine daily basis.
6. Annual Travel and Vehicle Use
- The Contract provides funds for travel expenses for a minimum of five (5) trips by the Contractor for training events or meetings with the Department during the fiscal year. Expenses for use of vehicles necessary to carry out the site cleanup oversight and management tasks within the scope of this Contract are also authorized per calculation in the fee schedule, Attachment E-1. The annual travel and vehicle use are based upon the Department estimates and are subject to re-evaluation by March 31<sup>st</sup> of each year prior to the development of the new State Fiscal Year Task Assignment.
7. Contractor Financial Management
- A. During Task Assignment negotiations for this Contract the following information shall be provided. This information will be used to calculate the costs per site:
    - 1. Staff assigned to perform work under this Contract identified by name and position, salary and fringe benefits and overhead;
    - 2. Assigned staff qualifications (degree, years of experience, license); and,
    - 3. Assigned staff duties outlined related to fulfilling the Contract.

- B. The Contractor shall mail the Contractual Services Invoice, to the Department Contract Manager, within seven (7) business days of the last day of the preceding month, including completed **Attachments G2-1 through G4-1**, for the previous month's services. Invoices received later than the date specified above, are subject to the availability of funding provided under this Contract at the time the invoice is submitted. If funding supporting this Contract has reverted, the Department shall not be obligated to pay the Contractor for the late invoice(s). The June invoice shall be received by the DEP no later than the end of the first business week of July.
- C. The Contractor is required to have a separate tracking system based on the state fiscal year (July 1 – June 30) for petroleum fund expenditures, or a methodology for tracking petroleum fund expenditures, which clearly shows incurred costs, encumbrances and balances so that the Department's Office of Inspector General (OIG) and Bureau of Petroleum Storage Systems (BPSS) reviews can be accomplished efficiently. The tracking system shall include, at a minimum:
- Assigned staff identified by name and position;
  - Itemized *Employee Payroll Report* for all assigned staff;
  - Report of all related travel expenses;
  - Inventory report of all equipment purchased for fulfillment of the Contract including costs or estimates and the assumptions made in developing those estimates;
  - Itemized report of all vehicle use and expenditures;
  - Incurred miscellaneous expenses; and
  - Report of monetary balances, if applicable.
- D. The Contractor shall provide a fiscal year-end financial report, **Attachment L1**, based upon the data from the tracking system described in paragraph 7.C. above in order to identify any unspent Contract funds and to reconcile deficits that are identified. This report shall be provided to the DEP no later than September 30<sup>th</sup> of each year and shall contain information pertaining to the previous fiscal year. Guidelines for preparing the year-end financial statement report are provided in **Attachment L2**.

## 8. Preapproval Financial Management

- A. Petroleum cleanup Preapproval Services Change Order and Invoice (Preapproval Invoices) shall be date stamped upon receipt, and reviewed by the Contractor in accordance with the SOP within five (5) business days of receipt by the Contractor and forwarded to the DEP Contract Manager for further processing, via first class mail or guaranteed overnight delivery. DEP reserves the right to request hand delivery of any petroleum cleanup Preapproval Invoice not meeting the five (5) day time frame.
- B. The Department reserves the right to provide partial or full delegation of cost center administration for petroleum cleanup Preapproval Invoices. If the Contractor is given a delegation, the Contractor shall designate a central point of contact (POC) for review of petroleum cleanup Preapproval Invoices prior to mailing the Preapproval Invoices to the Department. The Department will continue to review final Preapproval Invoices and also conduct routine, random checks on delegated Preapproval Invoices.

## 9. Program Management

- A. The Contractor is required to have site managers assigned to all sites, both eligible and ineligible.
- B. The Department will only pay for sites for which the Contractor has assigned a site manager; the site manager has contacted the consultant, and which are registered with a DEP Facility Identification number.
- C. Contractor shall hire and retain a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. Contractor shall provide salary and benefits commensurate with individual qualifications, work experience and professional certification(s) to ensure consistency and stability in the workforce.
- D. No site manager shall be assigned more than fifty (50) petroleum cleanup sites. PE's and PG's whose primary job is to review assessment reports and remedial action plans shall be assigned no

more than twenty-five (25) petroleum cleanup sites in their capacity as a petroleum cleanup site manager. Contractor can request higher site loads on a case by case basis.

- E. Contractors shall ensure that all field inspections/visits are performed by qualified individuals and that they receive the health and safety training required to meet OSHA standards.
- F. Contractor shall provide at least one staff member at DEP scheduled meetings and all scheduled teleconferences with DEP.
- G. Contractor acknowledges receipt of the guidance documents as listed in Attachment J-1.
- H. If the Contractor does not have Significant Non-Compliance (SNC-A) contracts they shall forward to the appropriate DEP District Office personnel. Any non-eligible site where the responsible party/owner is not cooperating to cleanup the site. Such files that are being referred to the District for enforcement shall be organized and contain documentation as prescribed by the applicable District. Non-program site management shall be conducted in accordance with Attachment K-1.

10. Data Entry Procedures

Contractor is responsible for accurate and timely updating of the STCM and PCT databases, to include site manager updates on reports in accordance with the performance criteria in Attachment I-1. The Department shall provide training on the use of the STCM and PCT databases on an as needed basis. Contractor shall request in writing to the Department's Contract Manager the need for such training. The Department's Contract Manager shall schedule needed training at a mutually convenient time.

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**ATTACHMENT B-1  
CONTRACT DEFINITIONS  
(Revised 6/03)**

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

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

**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 FDEP when a discharge occurs at their facility.

**Eligible Petroleum Clean-up Contract Site (Eligible Site):** a site that has been assigned a Department Facility Identification Number (FAC ID#), qualifies for IPTF funding and the Department has forwarded, to the county, the Contractor Designation Form (CDF) or the approval to initiate site cleanup.

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

**Ineligible Petroleum Clean-up Contract Site (Ineligible Site):** a site that has been assigned a Department Facility Identification number (FAC ID#), has a valid Discharge Report Form (DRF) on file, is ineligible for IPTF Funds, and is following Non-program Site Management Procedures (SMP), completing Numbers 1,2 and 3, of the SMP at a minimum.

**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 DEP or county enforcement action and which is an ineligible site.

**No Further Action With or Without Conditions (NFA/NFAC):** an order issued by the Department which declares that a petroleum contaminated site has attained target clean-up levels as stipulated by Chapter 62-770, F.A.C. with or without institutional or engineering controls.

**Non-program:** see Ineligible Site definition.

**Non-program Site Management Procedure (SMP):** see Attachment K-1.

**Petroleum Cleanup Preapproval Program Standard Operating Procedures (SOP) Manual:** a procedures manual, published by the Bureau of Petroleum Storage Systems which provides specific information, guidance and procedures on the Petroleum cleanup program.

**Petroleum Cleanup Site:** any site currently being cleaned up in accordance with Chapter 62-770, F.A.C., procedures including non-program sites, voluntary cleanup sites, preapproval sites, and state cleanup sites.

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

**Preapproval:** as defined in Section 376.30711, F.S., and the Petroleum Cleanup Preapproval Program Standard Operating Procedures Manual (SOP – see definition above). Generally, all work conducted at an Eligible Site (see definition above) must be reviewed and approved by the site manager before work is conducted or costs incurred.

**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.

**Remedial Action Plans (RAPs)**: see Chapter 62-770, F.A.C.

**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 62-770, F.A.C.

**Site Rehabilitation Completion Orders (SRCOs)**: see definition for No Further Action with or without conditions.

**State Cleanup Site**: an eligible program site within the current funding score range for which the responsible party has not designated a preapproval contractor and is being worked on by a DEP state cleanup contractor or contractor state cleanup sub-contractor.

**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.

**Warning Letter**: letter issued by the Contractor 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 62-770 F.A.C. time frames for document submittal are not met.

**ATTACHMENT C-1  
(Revised 6/03)**

**TASK ASSIGNMENT NOTIFICATION FORM**

FDEP Contract Number: \_\_\_\_\_ Task Assignment #: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Phone #: \_\_\_\_\_

FDEP Contract Manager: \_\_\_\_\_

Phone #: \_\_\_\_\_

Task Description: (use additional pages if necessary) :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Deliverable: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Task Assignment Type: \_\_\_\_\_ Amount Not To Exceed \_\_\_\_\_ Task Performance Period \_\_\_\_\_

Fee Schedule: \$ \_\_\_\_\_

Total Task Assignment Value: \$ \_\_\_\_\_

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

Revised Attachment H-1, Exhibit-1, attached to this document.

\_\_\_\_\_  
FDEP Contract Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Cost Center Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Budget Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bureau Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date

cc: Gwenn Godfrey, Contracts Section (MS 93)  
Bureau of Petroleum Storage Systems, Accountant  
Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies

**ATTACHMENT D-1  
(Revised 6/03)**

**TASK ASSIGNMENT CHANGE ORDER FORM**

FDEP Contract Number: \_\_\_\_\_ Task Assignment Number: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Change Order Number: \_\_\_\_\_  
 Contractor Representative: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 FDEP Contract Manager: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Description of Change: (use additional pages if necessary)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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: \_\_\_\_\_

**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	Module	Special Category	Fiscal Year	Budget Representative Approval

Revised Attachment H-1, Exhibit-1, attached to this document.

\_\_\_\_\_  
 FDEP Contract Manager Date  
 \_\_\_\_\_  
 Program Cost Center Administrator Date  
 \_\_\_\_\_  
 Division Budget Representative Date  
 \_\_\_\_\_  
 Bureau Chief Date  
 \_\_\_\_\_  
 Contractor Representative Date

cc: Gwenn Godfrey, Contracts Section (MS 93)  
 Bureau of Petroleum Storage Systems, Accountant  
 Finance and Accounting, Contracts Disbursements Section (MS 78) – 2 copies



**ATTACHMENT E-1  
(Revised 6/03)**

**Task Assignment Calculation Spreadsheet**

\_\_\_\_\_ County                                      Task Assignment #: \_\_\_\_\_                                      Fiscal Year: \_\_\_\_\_  
 Number of Sites: \_\_\_\_\_                                      Standard Multiplier: \_\_\_\_\_

	ES II	PE/PG	Clerical	Admin	Addl Personnel	Total Bare Labor Cost Per Site	Total Loaded Labor Cost Per Site
Hours/Site							
Salary						\$ -	\$ -

	ES II	PE	Total
Number of Site Managers (# sites*hours/site)/2080	0.00	0.00	0.00

**Travel** (one trip/site manager + 1 [min 5 trips])  
 Cost per trip        \$  
 # of Trips  
 Travel Total        \$

**Vehicle** (2.5 site managers/vehicle [max 3 vehicles])  
 Monthly Cost per Vehicle        \$  
 # of Vehicles  
 Vehicle Total        \$

	Per site	Total
<input checked="" type="checkbox"/> Labor		
<input checked="" type="checkbox"/> Travel        \$	-	\$ -
<input checked="" type="checkbox"/> Vehicle		\$
		\$
<b>Total:</b>		\$ -

**ATTACHMENT F-1**

**(Revised 6/03)**

**PROPERTY REPORTING FORM FOR DEP CONTRACT NO. GC634**

**(For Property With Grantee/Contractor Assigned Property Control Numbers)**

**GRANTEE/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). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31<sup>st</sup> for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

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

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
---------------------	---	-------

**BELOW FOR DEP USE ONLY**

**DEP CONTRACT MANAGER:** MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.

DEP Contract Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DEP FINANCE AND ACCOUNTING:** No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

**DEP PROPERTY MANAGEMENT:** No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

**ATTACHMENT G1-1**  
Instructions for Contract Invoice  
(Revised 6/03)

**A status report detailing all activities conducted under this Contract, shall accompany the Monthly Contract Invoice Form included as part of this attachment. The monthly *Contractual Services Invoice* must include the following documentation:**

- I. The *Contractual Services Invoices* form (Attachment G2-1) which must be completely filled out.
- II. The *Monthly Contract Invoice Cover Sheet Form* (Attachment G3-1) which provides a summary of the total number of sites managed in the following categories:
  - A. Number of sites actively administered under the Preapproval Program (PA)
  - A.3 Number of sites actively administered under the State Cleanup Program (SCU)
  - A.4 Number of sites actively administered under the Preapproved Advance Cleanup Program (PAC);
  - A.1 Number of sites actively administered under the Petroleum Cleanup Participation Program (PCPP);
  - A.2 Number of sites actively administered under the Pay for Performance Program (PFP);
  - A.5 Number of sites actively administered under the Free Product Recovery Initiative (FP);
  - B. Number of sites actively administered under the Eligible Voluntary Cleanup category (VC);
  - C. Total number of sites actively administered under the Non-Program category (NP):
    - C.1 Number of Sites issued Warning Letters (WL);
    - C.2 Number of Sites referred to the District for Enforcement (ENF);
    - C.3 Non -Program Cleanup
  - D. Number of sites that received No Further Action Status (NFA), Site Rehabilitation's Completion
    - D.1 No Further Action/Site Rehabilitation Completion Order with Conditions
    - D.2 No Further Action/Site Rehabilitation Completion Order without Conditions
- III. The *Site Report Spreadsheet* form (Attachment G4-1) which details all activities conducted under this Contract for each site managed, and shall include the following information:

- Facility Identification Number
- Site Name
- Site Manager Name
- Cleanup Phase
- Comments / Status of Site

The information for each of these sites must then be subdivided into the following categories:

- A. Preapproval Program, (PA)
- A.3 State Cleanup Program, (SCU)
- A.4 Preapproved Advance Cleanup Program, (PAC)
- A.1 Petroleum Cleanup Participation Program, (PCPP)
- A.2 Pay for Performance Program, (PFP)
- A.5 Free Product Recovery Initiative, (FP)
- B. Voluntary Cleanup category, (VC)
- C. Non-Program category, (NP)
  - C.1 Non-Program Sites Issued Warning Letters (WL)
  - C.2 Non-Program Sites referred to the District for Enforcement (ENF)
  - C.3 Non-Program Cleanup
- D. No Further Action Status, (NFA), or Site Rehabilitation's Completion Order
  - D.1. No Further Action/Site Rehabilitation Completion Order with Conditions
  - D.2. No Further Action/Site Rehabilitation Completion Order without Conditions

The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.

**ATTACHMENT G2-1  
CONTRACTUAL SERVICES INVOICE  
(Revised 6/03)**

Invoice No.	Contract No.	Task No.	Date	Period of Service
Site Name, City, County _____				

<b>Vendor:</b>  FEID No. _____ Telephone: _____ Agent: _____	<b>Bill To:</b>  Department of Environmental Protection Bureau of Petroleum Storage Systems 2600 Blair Stone Road Tallahassee, FL 32399-2400
--	---

**Contractor Use:**

<b>Fixed Price:</b>  1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Invoice Total..... _____	<b>Cost Plus:</b>  1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Invoice Total..... _____
--	--

**DEP Use:**

1. Date Invoice Received \_\_\_\_\_
2. Date(s) Services Rendered \_\_\_\_\_
3. Date Services Approved \_\_\_\_\_
4. Performance Certified Satisfactory \_\_\_\_\_

_____	_____
<b>Project Manager Signature</b>	<b>Date</b>

5. Approval

_____	_____
<b>Cost Center Administrator Signature</b>	<b>Date</b>

6. Final Invoice:    YES    NO
7. If Final Invoice:

_____	_____
<b>Bureau Chief Level or Higher Signature</b>	<b>Date</b>

**ATTACHMENT G3-1  
Monthly Contract Invoice Cover Sheet Form  
(Revised 6/03)**

County Name: \_\_\_\_\_ Date: \_\_\_\_\_

Task Assignment Number: \_\_\_\_\_

Invoice Period: From \_\_\_\_\_ To \_\_\_\_\_

Total Sites Assigned to County According to Task Assignment: \_\_\_\_\_

Sites Reported in Previous Invoices: \_\_\_\_\_

Site Category	Code	Site Activity This Month	Cumulative Site Activity
A. Preapproval Program	PA		
A.1 Petroleum Cleanup Participation Program	PCPP		
A.2 Pay for Performance Program	PFP		
A.3 State Cleanup Program	SCU		
A.4 Preapproved Advance Cleanup Program	PAC		
A.5 Free Product Recovery Initiative	FP		
B. Voluntary Cleanup	VC		
C. Total Non-Program	NP		
C.1 Sites Issued Warning Letters	WL		
C.2 Sites referred to the District for Enforcement	ENF		
C.3 Non Program Cleanup	INV		
D. No Further Action/Site Rehabilitation Completion			
D.1 No Further Action/Site Rehabilitation Completion Order with Conditions	NFAC		
D.2 No Further Action/Site Rehabilitation Completion Order without Conditions	NFA /SRCO		
<b>TOTAL ACTIVE SITES WORKED ON</b>			

- \* The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.
- \*\* Attach backup for each category above.
- \*\*\* For Site to count Site Manager's name must be in PCT and consultant MUST have been contacted.

Name of County \_\_\_\_\_

Invoice # \_\_\_\_\_

Task Assignment # \_\_\_\_\_

**ATTACHMENT G4-1  
Site Report Spreadsheet Form**

DATE \_\_\_\_\_

(Revised 6/03)

**A. Preapproval Sites (PA)**

**Total** \_\_\_\_\_

		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
A.1	<i>Pretroleum Cleanup Participation (PCPP) Sites</i>	1				
		2				
A.2	<i>Pay For Performance (PFP) Sites</i>	1				
		2				
A.3	<i>State Cleanup Sites (SCU)</i>	1				
		2				
A.4	<i>Preapproval Advance Cleanup (PAC) Sites</i>	1				
		2				
A.5	<i>Free Product Recovery Sites (FP)</i>	1				
		2				

**Voluntary Cleanup Sites  
(VC)**

**Total** \_\_\_\_\_

**B.**

	<i>Voluntary Cleanup Sites (VC)</i>	Facility ID No.	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
		1			
		2			

Name of County \_\_\_\_\_

Invoice # \_\_\_\_\_

Task Assignment # \_\_\_\_\_

**ATTACHMENT G4-1  
Site Report Spreadsheet Form  
(Revised 6/03)**

DATE \_\_\_\_\_

**Total Non-Program Sites  
(NP)**

**Total** \_\_\_\_\_

**C.**

C.1	Warning Letters Issued (WL)		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
			1				
		2					
C.2	Sites Referred to the District For Enforcement (ENF)						
			1				
		2					
C.3	Non-Program Cleanup						
			1				
		2					

**No Further Action (NFA)  
or Site Rehabilitation  
Completion Order (SRCO)**

**Total** \_\_\_\_\_

**D.**

D.1	No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO) with Conditions		Facility ID No.	Site Name	Site Manager	Cleanup Phase (SR, SA, RA, NA, SC)	Comments / Status of Site
			1				
		2					
D.2	No Further Action (NFA) or Site Rehabilitation Completion Order (SRCO) without Conditions						
			1				
		2					

\* Organize by Facility ID within each category

\*\* The Contractor must submit an original invoice package by mail and also send the information by electronic mail to the FDEP Contract Manager.

**ATTACHMENT H-1  
REVISED SPECIAL AUDIT REQUIREMENTS  
(Revised 6/03)**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

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## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Financial Services' Website <http://www.dbf.state.fl.us/> and the Auditor General's Website <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(7)(m), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Inland Protection Trust Fund – Line Item 1767	2001/2002	37024	Petroleum Site Contamination	\$0.00	104132
Task Assignment No. 1	Inland Protection Trust Fund – Line Item 1767	2001/2002	37024	Petroleum Site Contamination	\$256,217.54	104132
Task Assignment No. 2	Inland Protection Trust Fund – Line Item 1786A	2002/2003	37024	Petroleum Site Contamination	\$328,310.82	104132
Task Assignment No. 2, Change Order No. 1	Inland Protection Trust Fund – Line Item 1786A	2002/2003	37024	Petroleum Site Contamination	\$19,421.46	104132

<b>Total Award</b>					<b>\$603,949.82</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT I-1**  
**Administrative Performance Criteria**  
**(Revised 6/03)**

Local Program County \_\_\_\_\_

The performance evaluation of the Local Program Contract will be based on a composite of the following two (2) areas of responsibility.

1. Data entry into the Petroleum Contamination Tracking (PCT) databases and delivery of copies of all documents and correspondence to DEP files.
  - A. A site manager name must be entered into PCT after (7) calendar days of receiving the Contractor Designation Form (CDF) from the Department.
  - B. All data entry must be done within thirty (30) calendar days of receipt of information or approval of a document by the Contractor.
  - C. Originals or scanable copies of all documents and correspondence must be sent to the DEP central file within sixty (60) calendar days of receipt or initiation. All correspondence or documents pertaining to a site need to include the DEP Facility ID number.
  - D. The Contractor shall ensure that a DEP Facility ID number has been assigned prior to beginning work. Contract invoices will not be accepted for non-registered sites.
  
2. Program and Non-Program Timeliness
  - A. For Program sites send a letter requesting a proposal from the consultant within two (2) weeks of receiving Contractor Designation Form from the Department. For Non-Program sites the site manager name must be entered in PCT and letter sent to responsible party requesting compliance with Chapter 62-770, F.A.C., in accordance with Attachment K-1.
  - B. Initiate Work Order negotiation within two (2) weeks of receipt of a work order proposal.
  - C. Prepare or Negotiate Change Order within two (2) weeks of a change order proposal request.
  - D. Process and forward to the Department within five (5) days of receipt by the contractor of any cleanup preapproval invoice.
  - E. Review of deliverables and response to applicable parties, such as CARs, RAPs, O&M status reports initiated within the timeframes established in 62-770, F.A.C.
  - F. Review of deliverables and responses to applicable parties not addressed in 62-770, F.A.C., shall be conducted within sixty (60) days of receipt.

**ATTACHMENT J-1  
GUIDANCE DOCUMENTS  
(Revised 6/03)**

**Guidance Documents, Procedures, Memos include but are not limited too:**

Petroleum Cleanup Preapproval Program Standard Operating Procedures  
Chapter 62-770 F.A.C. Petroleum Contamination Site Cleanup Criteria  
Contractor Designation / Point of Contact Designation  
Petroleum Cleanup Preapproval Program Templates  
Free Product Recovery Initiative  
Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites  
New Soil Sampling Procedures and Recommended EPA Methods (per USEPA SW-846)  
Interim Guidance for Laboratory Analyses of Soil Samples for Petroleum Contamination Site Assessments  
Chapter 62-770, F.A.C. Table IV Interpretation  
Chapter 62-770, F.A.C., Analytical Methods For Liquid Samples  
Some Points To Consider During Evaluation of Analytical Data  
Institutional Control Guidance Document  
Monitoring Well Construction Specifications and Related Issues  
Interested Parties Summary  
Contamination Assessment Review Guidelines  
Remedial Action Plan Guidelines: BPSS-1 through BPSS-11  
Guidelines for Assessment and Source Removal of Petroleum Contaminated Soil

**Manuals:**

Petroleum Cleanup Preapproval Program Standard Operating Procedures  
Guidance Manual for Review of Petroleum Remedial Action Plans  
Development of Soil Cleanup Target Levels (SCTLs) For Chapter 62-777, F.A.C.  
Preapproval Umbrella Contract (DEP Contract No. PUC-001 & PUC-002)  
Matrix I – Key Model Information

**Computer Disk Information:**

Order Letters  
Injection Letters  
Institutional Control Guidance Document  
Invoice Return Letter  
Site Access Form  
Site Inspection Form  
PE & PG Certification Forms  
Site Assessment Summary  
RAP Checklist  
Utility Transfer  
10% Spreadsheet  
Well Sampling Spreadsheet  
Regular Retainage Work Order  
PUC Work Order  
Template Cost Worksheet  
Template Invoice  
Verbal Authorization Form

**\*Documents and forms for the Petroleum Cleanup Program can also be found on the Web Page:  
<http://www.dep.state.fl.us/dwm/programs/pcp>**

## **ATTACHMENT K-1**

### **Contracted Local Cleanup Program**

#### **Non Program Site Management Procedures**

**(Counties Without Significant Non-Compliant (SNC-A) Contracts)  
(Revised 6/03)**

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

1. Within ten (10) days of receipt of a new Discharge Report Form (DRF), send out letter one (1) (or letter three (3)) for Bureau of Emergency Response (BER) referral site).
2. Within ten (10) days following due date for Site Assessment Report (SAR) initiation confirmation letter, send out letter two (2) if confirmation letter is not received.
3. If a response to letter two (2) is not received within ten (10) days of due date, refer site to the DEP District for enforcement action.
4. Track due date for SAR and if SAR is not received by the due date (two hundred seventy (270) days after letter one (1) date), send out warning letter within ten (10) days.
5. If the warning letter on SAR due date is not responded to within ten (10) days, refer site to the DEP District for enforcement action.
6. Review SAR within sixty (60) days of receipt, approve or issue comments, and record dates of receipt and comments or approval. Track due date for SAR Addendum if applicable.

If applicable, review SAR Addendum within sixty (60) days of receipt.

7. Record date of SAR Approval letter. If applicable track 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.
8. Review RAP within sixty (60) days of receipt and issue comments or RAP Approval Order. Track due date for RAP Addendum if applicable.

If applicable, review RAP Addendum within sixty (60) days of receipt and issue comments or Approval Order.

9. Record date of RAP Approval and due date for system startup (one hundred twenty (120) days from RAP approval date).
10. Review status reports within thirty (30) days of receipt and issue comments or acceptance letter. Record dates of receipt and comments or approval.
11. Review RAP Modification proposals within sixty (60) days of receipt and issue approval or comments. Record dates of receipt and comments or approval.
12. Review post-remediation monitoring proposal within sixty (60) days of receipt and issue comments or approval. Record dates of receipt and comments or approval.
13. Review Site Rehabilitation Completion Order SRCO within sixty (60) days of receipt and issue comments or SRCO Order. Record dates of receipt and comments or approval.



ATTACHMENT L1  
Local Program Petroleum Cleanup Contract  
YEAR END FINANCIAL STATEMENT

This Statement is due by September 30<sup>th</sup> of each year for the preceding State fiscal year  
(July 1<sup>st</sup> – June 30<sup>th</sup>) Provide Actual amounts NOT budget amounts

**SECTION I**

Contractor Name: \_\_\_\_\_

Contract Number GC \_\_\_\_ Task Assignment Number \_\_\_\_

Statement Preparation Date: \_\_\_\_\_

Year (or period) Covered by Report: July 1, \_\_\_\_\_ thru June 30, \_\_\_\_\_

**SECTION II – INCOME**

1. <u>Beginning Balance</u> from prior year (carryforward)		\$	
2. <u>Funds received</u> from DEP	(for Task listed above)	\$	
3. <u>Invoices submitted</u> not yet paid	(for Task listed above)	\$	
4. <u>Total received</u> and due from DEP	(total lines 2 & 3)		\$
5. <u>Total Income</u> and carryforward	(total lines 1 & 4)		\$

**SECTION III – EXPENSES (For Task listed above)**

6. <u>Salary and Benefits</u>		\$	
7. <u>Travel</u>		\$	
8. <u>Equipment Purchased</u>		\$	
9. <u>Vehicle Expenses</u>		\$	
10. <u>All other Expenditures</u>		\$	
11. <u>Total Expense</u> for the reporting period listed above	(total lines 6 thru 10)		\$

**SECTION IV – RECAP**

12. <u>Total income</u> for task year	(line 4)	\$	
13. <u>Total expenses</u> for task year	(line 11)	\$	
14. <u>Current year</u> task balance	(line 4 – line 11)	\$	
15. <u>Total income</u>	(line 5)		\$
16. <u>Total expense</u>	(line 11)		\$
17. <b>FUNDS BALANCE</b>	(line 5 – line 11)		\$
18. <u>Carryforward</u> to next Task Assignment	(if line 17 > 0)	\$	

- Do not carry forward negative balances.
- Attach plan and schedule for use of Funds if balance (line 17) is more than \_\_\_% of Line 4.
- Section 376.3071, F.S. prohibits the use of Inland Protection Trust Fund monies for purposes other than those specified in that section.

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT L2  
Local Program Petroleum Cleanup Contract

**GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT**

The following guidelines were developed to serve as a convenient reference to those responsible for preparing the Annual Fiscal Year End Financial Report as required by paragraph 7.D of Clean-up contracts.

Before completed financial reports are submitted, each line item on the current and previous reports should be compared for consistency and reviewed for accuracy. If a previous report had an incorrect entry(ies), an amended financial report must also be submitted.

**SECTION I**

Enter the date the financial report was prepared, and the period covered by the report. If the period covered is not a full year, cross out the inappropriate months and enter the correct dates. This would usually only apply to the first year of the contract if the signing had not occurred on or before July 1. If the contract were ended prior to it's maturity, it may be necessary to cross out the ending month of June 30.

Enter the contract number and the task assignment number.

**SECTION II – INCOME**

Section II includes all income from the Department of Environmental Protection (DEP) for the contract's task as noted in Section I.

Line 1. The amount entered on this line should be equal to the carry forward balance (Section IV Line 14) from the previous financial report. If it does not, provide an explanation unless the prior balance was a negative number, in which case no explanation is necessary. If the report is for the first task assignment of a new contract, the amount would usually be zero (0). If there is a carry forward from a previous contract, enter that amount and provide an explanation. The explanation should include any agreement for the carry forward, together with a plan for the use of the carry forward funds. Any plan should include expected execution dates. Do not enter a negative balance on this line. If the previous report balance is negative or zero, enter a zero (0).

Line 2. Enter the amount of funds invoiced and paid by DEP for the task identified in Section I.

Line 3. Enter the amount of funds invoiced but not yet paid by DEP for the task identified in Section I.

Line 4. Total lines 2 and 3. The amount on this line should equal the amount of the task assignment. If it does not, provide an explanation.

Line 5. Total lines 1 and 4.

**SECTION III – EXPENSES**

Section III includes all expenses related to work for the contract's task identified in Section I. Retain supporting expense documentation for audit verification.

Line 6. Enter the total of salaries, wages, and benefits paid for work related to the task identified in Section I. Include full time employees, part time employees, and any pro-rated amounts for executive and support functions that are charged to this contract.

Line 7. Enter the total amount spent for travel expense related to the task identified in Section I. Include vehicle expense related to travel for meetings and training but not routine travel or maintenance.

Line 8. Enter the total amount for purchases of equipment, when the cost is equal to or greater than \$1,000.00, and is related to the task identified in Section I. Keep a list of equipment for audit verification. If the purchase is capitalized and depreciated over time, enter the year's depreciation charge and provide a copy of **Attachment F-1**, Property Reporting Form, or an explanation that includes the name of the equipment, the amount of purchase, serial or identifying numbers or marks, the depreciation method, and expected life of the equipment.

### **GUIDELINES FOR PREPARING YEAR END FINANCIAL STATEMENT**

Line 9. Enter the total of vehicle expenses not already entered on Line 7. This includes fuel, maintenance, repairs, and insurance.

Line 10. Enter all other expenses incurred for work related to the task identified in Section I, and not entered on any other line of this report. Include **INDIRECT COSTS**. Indirect costs are defined as costs not directly associated with the task assignment work, but are necessary for ongoing work related to the Contract. For example: rent, utilities, oversight by executive management, personnel, and accounting.

Line 11. Total lines 6 through 10.

### **SECTION IV – RECAP**

Line 12. Enter the amount shown on line 4, Section II.

Line 13. Enter the amount shown on line 11, Section III.

Line 14. Subtract line 13 from line 12 and enter the result on line 14.

Line 15. Enter the amount shown on line 5, Section II.

Line 16. Enter the amount shown on line 11, Section III.

Line 17. Enter the balance after subtracting line 13 from line 12. If this amount is more than \_\_\_% of funds received and due from DEP as reported on Line 4, provide a plan for the usage of the funds, and estimate when the usage will occur.

Line 18. Enter the amount from line 17 if it is greater than zero. If line 17 is zero or negative enter zero.

### **SECTION V**

Print name and signature of the person responsible for the submission of the financial report.