



Interoffice Memorandum

February 27, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

**CONTACT PERSON: David D. Jones, P.E., CEP, Manager
Environmental Protection Division
(407) 836-1405**

SUBJECT: March 26, 2019 – Consent Item
Florida Department of Environmental Protection Amendment
No. 2 to Contract No. GC925 – Storage Tank System
Compliance Assistance

The Environmental Protection Division (EPD) currently performs inspections of facilities with aboveground storage tanks (ASTs) and underground storage tanks (USTs) containing petroleum products under contract No. GC925 with the Florida Department of Environmental Protection (FDEP). The contract requires EPD to perform inspections, follow-up, and enforcement activities in accordance with Florida Administrative Codes 62-761 and 62-762, which cover USTs and ASTs, respectively. In exchange for completion of contractual tasks, FDEP fully funds the program.

The current ten-year contract, No. GC-925, was approved by the Board in May 2017. The Amended and Restated Contract was approved by the Board in June 2018. FDEP has issued Amendment No. 2 to Contract No. GC-925 in order to clarify several sections and make minor administrative changes to the contract. The administrative changes do not affect the substantive rights of either party and a brief synopsis of the changes is provided.

Amendment No. 2 to Contract No. GC925 has been reviewed and approved as to form by the County Attorney's Office.

ACTION REQUESTED: Approval and execution of DEP Contract No. GC925 Amendment No. 2 between the Florida Department of Environmental Protection and Orange County for Storage Tank System Compliance Assistance. All Districts

JVW/DJ: mg
Attachments

**DEP CONTRACT NO. GC925
AMENDMENT NO. 2**

BCC Mtg. Date: March 26, 2019

THE CONTRACT AS ENTERED INTO ON THE 26TH DAY OF JUNE, 2017 AND AMENDED AND RESTATED ON THE 12TH DAY OF JUNE, 2018, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEPARTMENT"), an agency of the State of Florida, and ORANGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS ("CONTRACTOR"), is hereby amended.

RECITALS

WHEREAS, the Department entered into the Contract with the Contractor to perform compliance inspections within the jurisdictional (geographical) boundaries of Orange, Lake, Volusia, Seminole, and Osceola counties.

WHEREAS, the Contract terms regarding issuing a Task Assignment Notification Form (TA), Task Assignment Change Order Form (TACO), a MyFloridaMarketPlace (MFMP) Purchase Order (PO), and/or MFMP Change Order (CO), which is referenced within the Contract are authorizations issued by the Department to the Contractor for a work assignment and instructions regarding performance of a compliance inspection, and may also be issued as it relates to other Department responsibilities such as communications regarding training and regulatory guidance's, as more fully described within the Contract and attachments thereto.

WHEREAS, the parties hereby confirm their original intent, as a part of consideration for services rendered by the Contractor, and the Department's responsibilities under the terms of this Contract and as previously amended, the Department training and travel costs incidental thereto are not to exceed **\$28,000**.

WHEREAS, the parties hereby confirm their understanding, the Department's various Guidance documents referenced within the Contract are subject to change over the life of the Contract and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code (F.A.C.), and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standard established for the services provided during the work assignment time period. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

WHEREAS, the parties hereby confirm their understanding, it was their original intent regarding the Department's responsibility as originally stated, and within the Amended and Restated Contract, Attachment A, Scope of Work, Task #33 and Attachment B, Scope of Work, Task #37, it is the Department's responsibility to reimburse Contractor on a cost-reimbursement basis as authorized and pre-approved by the Department for incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher", and for Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department, in accordance with Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

NOW THEREFORE, in consideration of the foregoing Recitals, the Contract, as previously amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Recitals. The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

1. All references within the Contract regarding use of and issuance of a Task Assignment Notification Form (TA), Task Assignment Change Order Form (TACO), a MyFloridaMarketPlace (MFMP)

Purchase Order (PO), and/or MFMP Change Order (CO), and specifically within Section 2.A. WORK, are authorizations issued by the Department to the Contractor for a work assignment and instructions regarding performance of a compliance inspection, and may also be issued as it relates to other Department responsibilities such as communications regarding training and regulatory guidance's, as more fully described within the Contract, as previously amended, and attachments thereto.

2. **Section 5.A. COMPENSATION.** is hereby modified to confirm the parties' original intent, as a part of consideration for services rendered by the Contractor, and the Department's responsibilities under the terms of this Contract, the Department training and travel costs incidental thereto shall not exceed \$28,000 and stated as follows:

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee-schedule/cost-reimbursement basis not to exceed \$8,727,854.00, which includes the cost reimbursement not to exceed \$28,000 for Department training and travel costs incidental thereto. For the monthly operation and maintenance services as well as repair and emergency service calls, the Contractor shall be compensated on a fee-schedule basis at the rates approved by the Department and specified in the Scope Guidance Document H, Contractual Service Payment Calculation, attached hereto and made apart hereof. It is understood that fee schedule amounts include all costs necessary to perform the monthly operation and maintenance services as well as repair and emergency service calls including, but not limited to, labor, fringe benefits, overhead, supplies, and travel to and from inspection sites, but do not include reimbursement for equipment purchases. Equipment purchases costing \$1,000.00 or more shall be reimbursed on a cost-reimbursement basis and must be pre-approved by the Department.

3. **Section 8. TRAVEL.** is hereby modified to clarify the parties' original intent: "Travel costs are included in the fee schedule amounts of this Contract when Contractor's travel costs are associated with travel to and from an inspection site and not as it relates to travel to and from a Department established venue for meetings, training and/or program regulatory guidance sessions held for the Contractor". As such, under the terms of this Contract, all pending and future approved travel and/or training expenses incurred by the Contractor for a meeting, training and/or for a program regulatory guidance session established by the Department shall be reimbursed to the Contractor on a cost-reimbursement basis in amounts pursuant to Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

4. **Section 41. MYFLORIDAMARKETPLACE TRANSACTION FEE.** is hereby deleted in its entirety and replaced with the following:

MYFLORIDAMARKETPLACE TRANSACTION FEE. The State of Florida, through their Department of Management Services, has instituted MyFloridaMarketPlace ("MFMP"), a statewide electronic procurement system. Pursuant to subsection 60A-1.031(3), Florida Administrative Code, the Contract, as previously amended shall be exempt from the MFMP transaction fee.

5. **ATTACHMENT A, Scope of Work, Storage Tank System Compliance Assistance, and ATTACHMENT B, Scope of Work, Storage Tank System Compliance Assistance and Enforcement Actions of the Amended and Restated Contract** is deleted in its entirety and replaced with the **ATTACHMENT A, Scope of Work, Storage Tank System Compliance Assistance, Level 1** updated with the release of Task Assignment #2, and **ATTACHMENT B, Scope of Work, Storage Tank System Compliance Assistance and Enforcement Actions, Level 2 Contractors** updated with the release of Task Assignment #2, Change Order No. 1 and additionally amended as follows:

ATTACHMENT A, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE, LEVEL 1, SECTION #27 as stated in the Task Assignment #2 is hereby revised to add the following:

The parties hereby confirm their understanding, all references within the Contract regarding use of and issuance of the Department's various Guidance documents carry with it the original understanding and intent of the parties that the Guidance documents are subject to change over the life of this Contract, and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code, and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standards as established at the time the work is conducted. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

ATTACHMENT A, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE, Level 1, Section #33 DEPARTMENT RESPONSIBILITIES, as stated in the Task Assignment #2, is hereby revised to clarify the parties' original intent to add the following:

The Department is responsible to reimburse Contractor on a cost-reimbursement basis for travel and incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher"; and for Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department. Cost reimbursement for travel will be reimbursed in accordance with Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS, Level 2 Contractors, SECTION # 31, as stated in the Task Assignment #2, Change Order Form No. 1 is hereby revised to add the following:

31. ... All references within the Contract regarding use of and issuance of the Department's various Guidance documents carry with it the original understanding and intent of the parties that the Guidance documents are subject to change over the life of this Contract, and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code, and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standards established at the time the work is conducted. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS, Level 2 Contractors, Section #37 DEPARTMENT RESPONSIBILITIES, as stated in the Task Assignment #2, Change Order Form No. 1 is hereby revised to clarify the parties' original intent to add the following:

37. ... The Department is responsible to reimburse Contractor on a cost-reimbursement basis for travel and incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher", and for

Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department. Cost reimbursement for travel will be reimbursed in accordance with Section 112.061, Florida Statute, Chapter 691-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

6. All references within the Contract and subsequent Amended and Restated Contract regarding use of the terms "including facilities registered to the Contractor" as it relates to performance of compliance inspections is hereby deleted.

In all other respects, the Contract, as previously amended, and Attachments relative thereto, shall remain in full force and effect and are hereby ratified, approved and confirmed by the DEPARTMENT and the CONTRACTOR, as of the date of this Amendment.

In the event of a conflict between this Amendment and the Contract, incorporating by reference any and all previous Amendments (as applicable), this Amendment shall control.

It is understood and agreed by the DEPARTMENT and the CONTRACTOR that this Amendment is binding upon the DEPARTMENT and CONTRACTOR and their successors and assigns.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Amendment.

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

"CONTRACTOR" *

ORANGE COUNTY, FLORIDA,
By: BOARD OF COUNTY COMMISSIONERS

By: *Byron W. Brooks*
Orange County Mayor

Date: MAR 26 2019

FEID Number: 59-6000773

Attest: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smeeth*
Deputy Clerk



"DEPARTMENT"

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: *in Daniel A. Saez*
Secretary or Designee

Date: 4/11/19

Digitally signed by Roger
Ruiz
Date: 2019.04.01
14:12:40 -04'00'
Roger Ruiz
DEP, Contract Manager

Roger Ruiz
Print Name

Approved as to form and legality:

Carolin Ciarranillo, Esq.
DEP Attorney 1/28/2019

*For Contracts with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement, or other document authorizing that person to sign on behalf of the Contractor must accompany this Contract.

ATTACHMENTS

Attachment A Scope of Work, Storage Tank System Compliance Assistance, Level 1, Task Assignment #2 (with additional updated language for Sections #27 and #33 as stated above)

Attachment B Scope of Work, Storage Tank System Compliance Assistance and Enforcement Actions, Level 2 Contractors, Task Assignment 2, Change Order 1 (with additional updated language for Sections # 31 and #37 as stated above)

Attachment C

Florida Department of Environmental Protection Task Assignment Notification Form for ORANGE COUNTY

Contract No. GC925 Task No. 2 Amendment No. Date June 19, 2018

Performance Period: Effective the date of execution of this Task Assignment or July 1, 2018, whichever is later, and shall remain in effect until June 30, 2019.

Description:

The Contractor shall complete the following services in accordance with the requirements in DEP Contract No. GC925:

Conduct routine compliance inspections at the 1237 facilities storage tank systems within Orange, Lake, Volusia, Seminole and Osceola Counties, identified in Exhibit #1, by May 31, 2019.

Conduct additional inspections noted as Complaint Inspections on the Routine Compliance task list to clarify/verify registration information at the facilities identified.

Comply with the **Revised Invoice Procedure** (Page 3)

Utilize the new **Contractual Services Invoice Form** for all monthly invoices (Guidance Document E) available on line at: <https://floridadep.gov/waste/permitting-compliance-assistance/documents/e-contractual-services-invoice>

Inspection staff to attend annual meeting Spring 2019 at a rate of \$400 per staff member.

The Enforcement County Contractors must perform all Enforcement Actions in accordance with Guidance Document F (Level of Effort). Guidance Document F available online at:
<https://floridadep.gov/waste/permitting-compliance-assistance/documents/f-level-effort-guidance>

Contractors are to follow Scope of Work Attachment A and appropriate Guidance Documents attached to this Task Assignment via the following links:

Guidance Document A – Storage Tank System Program Violation List

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-document-storage-tanks-program-violations>

Guidance Document B – Florida Inspections Reporting for Storage Tanks (FIRST) User Requirements

[https://depedms.dep.state.fl.us/Oculus/servlet/shell?command=getEntity&\[guid=11.3384454.1\]&\[profile=DWM](https://depedms.dep.state.fl.us/Oculus/servlet/shell?command=getEntity&[guid=11.3384454.1]&[profile=DWM)

Guidance Document C1 – Instructions for Conducting Sampling During Aboveground Storage Tank Closure

<https://www.flrules.org/Gateway/reference.asp?No=Ref-07699>

Guidance Document C2 – Instructions for Conducting Sampling During Underground Storage Tank Closure

<https://www.flrules.org/Gateway/reference.asp?No=Ref-07662>

Guidance Document D1 – Compliance Verification Program Local Review Form

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/d1-compliance-verification-program-local-program>

Guidance Document D2 – Contractual Review Form

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/d2-contract-review-form>

Guidance Document E – Contractual Services Invoice

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/e-contractual-services-invoice>

Guidance Document F – Level of Effort Guidance –

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/f-level-effort-guidance>

Guidance Document G – Guidelines for Case Referrals

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/g-guidance-case-referrals>

Guidance Document H – Contractual Service Payment Calculation

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/h-contractual-service-payment-calculation>

Guidance Document I –

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/i-dep-directive-923-settlement-guidelines-civil-and>

Order of Inspection and Substitutions of facilities on Exhibit #1:

Contractor is to conduct routine inspection in order provided in Exhibit #1. Substitutions of facilities are authorized with sites listed on the substitution list on Exhibit #1. The Contractor wishing to substitute a facility shall email department at STR_Invoices@dep.state.fl.us stating the facility and reason for the substitution. The Department will notify via email authorizing the substitution. Copies of authorizations shall be retained by the Contractor for the remainder of the Contract.

Payment Schedule:

Compensation will occur on a monthly basis, per the fee schedule listed in Guidance Document H. Invoices are due no later than the 15th day of the month proceeding work activity. The twelfth month invoice will be due to the DEP District Office on the first business day of July. The Contractor must submit a signed ‘Contractual Services Invoice’ noting the quantity and location of inspections.

FDEP will determine levels of performance based on routine inspections completed before March 13, 2019 to allow for the ninety-day return to compliance rate to be determined by June 30, 2019. The DEP Contract Manager will advise the Contractor of the amount of retainage to be requested in its FINAL Invoice #13 by June 26, 2019 so the Contractor can submit its FINAL Invoice to the DEP Contract Manager by July 8, 2019.

Retainage reimbursement criteria for the amount retained per Paragraph 21 of the Contract:

- Half (50%) of the amount retained will be returned to Contractor having an average return to compliance in less than 45 days for facilities receiving routine inspections.
- Half (50%) of the amount retained will be returned to Contractor having an average return to compliance rate of 90% or higher for facilities receiving routine inspections.
- Forty percent (40%) of the amount retained will be returned to Contractor having an average return to compliance rate between 45 days and 60 days for facilities receiving routine inspections.
- Forty percent (40%) of the amount retained will be returned to Contractor having an average return to compliance rate of between 80% and less than 90% for facilities receiving routine inspections.
- Thirty percent (30%) of the amount retained will be returned to Contractor having an average return to compliance rate between 61 days and 75 days for facilities receiving routine inspections.
- Thirty percent (30%) of the amount retained will be returned to Contractor having an average return to compliance rate of between 70% and up to less than 80% for facilities receiving routine inspections.
- Twenty percent (20%) of the amount retained will be returned to Contractor having an average return to compliance rate between 76 days and 90 days for facilities receiving routine inspections.
- Twenty percent (20%) of the amount retained will be returned to Contractor having an average return to compliance rate of between 60% and less than 70% for facilities receiving routine inspections.
- NO retainage will be returned to Contractor having either: more than ninety (90) days as average time to return to compliance for facilities receiving routine inspections; or having an average of less than 60% of facilities receiving routine inspections returned to compliance.

Invoice Procedure

Review of Inspections: The Payment Calculation Sheet shall be submitted by the Contractor to the appropriate DEP District Office. The District will review in Florida Inspection Reporting of Storage Tanks (FIRST) each variable inspection listed on the Payment Calculation Sheet to ensure that the inspection is correctly invoiced. The District will ensure that each routine compliance inspection on the Payment Calculation Sheet is also listed on the task assignment facilities list. Upon completion of the review, the District shall report via email to the Permitting and Compliance Assistance Program's Contract Manager and the Contractor that the review of the inspections has been completed and of any known contractual obligations that have not been met.

Invoice Submission: All invoices with verified and approved Payment Calculation Sheet by the appropriate DEP District Office will be directly submitted by the Contractor to the Permitting and Compliance Assistance Program's Contract Manager in accordance with the **Payment Schedule**.

Submission of invoice shall be via email to: **STR Invoices@dep.state.fl.us**. **The email shall consist of a single PDF package.** The order of documents in the complete PDF package shall be as follows:

- 1) Contractual Services Invoice
- 2) Verified Payment Calculation Sheet (please make sure the month of services rendered appears below the "Invoice Period")
- 3) FIRST Report (Compliance and Activity by Date Range)
- 4) Tracking Form (Monthly percentage of Routine Inspections Completed)



Florida Department of Environmental Protection

TASK ASSIGNMENT FORM

Required Signatures: Adobe Signature

FDEP Contract No: GC925	Task Assignment No: 2	Date:	DEP Task Manager: Roger Ruiz
Project: GC925-2			
Contractor Name: Orange County Environmental Protection Division			
Contractor Representative: David Jones		Phone: (407) 836-1405	Email: David.Jones2@ocfl.net
FDEP Contract Manager: Roger Ruiz		Phone: 850-245-8854	Email: roger.ruiz@dep.state.fl.us
<p>Task Description:</p> <p>Conduct routine compliance inspections at the facilities identified in Exhibit #1 (provided electronically). Perform inspections for all reported complaints, discharges, installations and closures involving storage tank systems within the county or counties on Page 1 of this Task Assignment of this Task Assignment. Conduct additional inspections noted as Complaint Inspections on the Routine Compliance task list to clarify/verify registration information at the facilities identified.</p> <p>Attend training meeting in 2019.</p>			
<p>Deliverables:</p> <p>Submit Contractual Services Invoice with verified Payment Calculation Sheet, along with FIRST Report (Compliance and Activity by Date Range) and Tracking Form (Monthly percentage of Routine Inspections Completed)</p> <p>Compensation will only occur for routine annual compliance inspections conducted at the facilities explicitly identified Exhibit 1 and variable inspections identified in supporting documentation.</p> <p>Submit travel reimbursement forms, supporting receipts, and agenda for 2019 training meeting.</p>			
<p>Performance Measures:</p> <p>The CONTRACTOR shall complete the following percentage of the required routine compliance inspections unless otherwise indicated in the Task Assignment:</p> <p>(1) After four (4) months, thirty-three percent (33%) of inspections shall be completed.</p> <p>(2) After eight (8) months, sixty-six (66%) of inspections shall be completed.</p> <p>(3) After (12) months, one hundred percent (100%) of inspections shall be completed.</p>			
<p>Financial Consequences:</p> <p>No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable.</p> <p>If a satisfactory deliverable is not submitted within the specified time frame, the Department may, in its sole discretion: 1) assess liquidated damages if specified in the Contract or its attachments; 2)</p>			



Florida Department of Environmental Protection

TASK ASSIGNMENT FORM

Schedule:

Start Date: 07/01/2018	Completion Date: 06/30/2019
Fixed Price Cost:	Cost Reimbursement not to exceed:
Total Task Value: \$810,965.00	

Signatures and Date:

1. Charles "CJ" Johnson Task Manager, FDEP	Signature	Date
2. Roger Ruiz Contract Manager, FDEP	Roger Ruiz <small>Digitally signed by Roger Ruiz Date: 2018.06.29 16:56:17 -04'00'</small>	Date
3. Jennifer Vickers Budget Representative, FDEP	Jennifer Vickers <small>Digitally signed by Jennifer Vickers Date: 2018.06.29 17:01:34 -04'00'</small>	Date
4. David Jones Contractor, Contract Manager	David D. Jones <small>Digitally signed by David D. Jones Date: 2018.06.29 16:52:23 -04'00'</small>	06/29/2018
5. Tim Bahr Contract Authority, FDEP	Tim J. Bahr <small>Digitally signed by Tim J. Bahr Date: 2018.06.29 17:06:45 -04'00'</small>	Date

Encumbrance Information:

Budget Entity	Project #	Grant #	Org Code	Category & Year	Fund	Special Category	Object Code	EO	Amount
37450300	GC925		37450104000	00	212001	100029	132500	JD	\$810965.00
Total:									810965

ATTACHMENT A
SCOPE OF WORK
STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE

Level 1

WORK DESCRIPTION

1. The Contractor shall perform routine compliance inspections within the jurisdictional (geographical) boundaries of the specified counties as required by an executed Task Assignment(s) at the following Chapter 376, Florida Statutes (F.S.), facilities: storage tanks regulated pursuant to Sections 376.30 – 376.317, F.S. (excluding cattle dip vats, dry-cleaning facilities and designated Brownfields) and Chapters 62-761 and 62-762, Florida Administrative Code (F.A.C.). In addition, the Contractor shall perform closure inspections, installation inspections, discharge inspections, re-inspections, and complaint inspections as applicable, in accordance with each Task Assignment. All inspections shall be performed by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Beginning on the effective date of this Contract, the Contractor is authorized to enter private property in order to carry out inspections pursuant to Sections 403.091 and 403.858, F.S. However, an authorized facility representative must safely access all storage tank system components for inspection by the Contractor, and must demonstrate operational functionality of electronic equipment. This Scope of Work provides the minimum services the Department is seeking. The specific Tasks, Deliverables, Performance Measures, and Deliverable due dates will be included in each issued Task Assignment.

TASKS

2. Inspections must be performed in accordance with each executed Task Assignment.
 - A. Perform routine compliance inspections of facilities listed on each executed Task Assignment. Facilities not listed for inspection during the current executed Task Assignment will be prioritized to be inspected during subsequent Task Assignments.
 - B. Perform all closure inspections at regulated storage tank systems and past closure activities that have been discovered as having taken place without notification to ensure that the system or system component is properly closed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
 - C. Perform all installation inspections at new installations of regulated tank systems and past installations that have been discovered as having taken place without notification to ensure that the system is properly constructed and installed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
 - D. Perform a discharge inspection at all facilities with known or suspected discharges within fourteen (14) calendar days of receipt of notification.
 - E. Re-inspections may only be performed for payment if the Contractor and the Department Task Manager agree, prior to the inspection, that it is warranted.

- F. Respond to complaints concerning regulated facilities, and/or as directed by the Department Task Manager by performing a complaint inspection. Inspection findings concerning regulated facilities shall be documented in a complaint inspection report activity in Florida Inspection Reporting for Storage Tanks (FIRST). Complaint inspections not involving a regulated facility shall be documented in writing and/or as directed by the Department Task Manager.
3. Inspector responsibilities shall include:
- A. Contacting facility owners, operators, and/or other authorized representatives verbally or in writing, to schedule inspections. The Department Task Manager may require written notification of inspections if verbal methods have proven unsatisfactory. For routine compliance inspections, the Contractor shall provide outreach to each facility prior to the inspection by contacting the facility at least five (5) calendar days in advance of the inspection, reminding the facility to view the inspection videos on the Department's website prior to the upcoming inspection, and discussing recent previous inspections at the facility noting any violations cited. This outreach is to be documented in FIRST in a Phone or Electronic Communication Activity, depending on how the contact was made.
 - B. Conducting inspections with the owners, operators, and/or other authorized representatives of facilities for the purpose of determining compliance with Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F. S.
 - C. Distributing registration forms or providing directions for the use of the Electronic Self Service Application Portal (ESSA) on the Department's website to all facilities that are determined by the Contractor to need registration updates.
 - D. All inspection activities shall be documented using the FIRST database and FIRST equipment in accordance with the minimum standards referenced in the "FIRST User's Guide" (Guidance Document B).
 - E. All inspection reports shall be completed in accordance with the "Level of Effort Guidance" (Guidance Document F). The date and manner of the issuance of the inspection report to the facility owner/operator shall be documented in FIRST. This may be accomplished with the completion of one or more supporting activities in FIRST, such as a Non-Compliance Project Letter Activity, Compliance Assistance Letter Activity, Issue Document Activity, and/or Electronic Communication Activity.
 - F. Responding to requests for public assistance both in the office and during inspections.
 - G. Verify all registration information is accurate.
4. Perform Level 1 Compliance Assistance Actions.
- A. These actions shall include investigation and documentation of violations of Chapters 62-761 and 62-762, F.A.C., or the county's equivalent regulations, preparation of Compliance Assistance letters and related activities in accordance with the "Storage Tank System Program Violation List" (Guidance Document A) and "Level of Effort Guidance" (Guidance Document F).
 - B. An individual(s) in a position equivalent to an Environmental Specialist II level or higher shall conduct Level 1 Compliance Assistance activities. Compliance Assistance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher.
 - C. All Compliance Assistance letters shall be on Department forms, in Department format, or have Department approval. Compliance Assistance letters shall be issued through FIRST in accordance with the "FIRST User's Guide" (Guidance Document B) to ensure that the letters are posted to the OCULUS document management system.

- D. If there is any indication that Compliance Assistance actions are not being performed in accordance with "Level of Effort Guidance" (Guidance Document F); the Department Task Manager may request the submission of a Corrective Action Plan (CAP), and may recommend to the Department Contract Manager to hold invoices until such actions are being performed to the satisfaction of the Department Task Manager. The Department Task Manager shall be responsible for reviewing the CAP and notifying the Contractor if the CAP is approved or in need of revision.
- E. The Contractor must maintain the administrative organization, staff, financial and other resources necessary to effectively administer the requirements of this Attachment. Failure to do so is a material breach of this Contract.
- F. This Attachment specifically does not include actions associated with the cleanup or enforcement of Contractor-owned or operated petroleum storage systems or any discharge(s) associated with them.

ASSESSMENT OF PERFORMANCE LEVELS

- 5. The Contractor shall perform inspections as directed in paragraph 4, above, and assess performance levels monthly to determine its progress towards completion of each Task Assignment. Upon discovery of any problems that would delay or prevent the timely progress and completion of each Task Assignment, the Contractor shall notify the Department Task Manager.
- 6. Following the effective date of each Task Assignment, the Contractor must have completed the following percentage of the required routine compliance inspections unless otherwise indicated in the Task Assignment:
 - A. After four (4) months, thirty three percent (33%) of inspections must have been completed.
 - B. After eight (8) months, sixty six percent (66%) of inspections must have been completed.
 - C. After twelve (12) months, one hundred percent (100%) of inspections must have been completed.
- 7. If the actual number of completed inspections falls below these levels, then the Contractor must submit a CAP to the Department Task Manager, and associated invoices will be held by the Department Contract Manager until these completion percentages are subsequently reached.
- 8. If there is any indication that other required inspections or activities are not being performed, the Department Task Manager may request the submission of a CAP and may recommend to the Department Contract Manager to hold invoices until such actions are being performed to the satisfaction of the Department Task Manager.
- 9. The Department Task Manager shall be responsible for reviewing all CAPs and notifying the Contractor if the CAP is approved or is in need of revision.
- 10. A completion rate of 100 percent is required for those activities described in Paragraph 1, above, and as set forth in each Task Assignment, unless otherwise indicated in the Task Assignment.
- 11. The Department shall authorize the Contractor to provide services under this Contract utilizing the Task Assignment Notification Form, attached to the Contract as Attachment C. The Contractor acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the Department and the Contractor. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the Department may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment

number, detailing the revised description of the work to be performed. As with the original Task Assignment, all amendments to Task Assignments must be executed by both the Department and the Contractor prior to the work being performed.

SCOPE REQUIREMENTS

12. The Contractor shall administer the compliance verification program, provide technical assistance, and perform level 1 Compliance Assistance actions. Data generated from all inspections conducted under the direction of the Department shall be entered into FIRST, and completed, prior to the submittal of an invoice to the Department Contract Manager.
13. The Contractor shall comply with all provisions of this Contract, verify facility compliance with Chapter 376, F.S., and Chapters 62-761 and 62-762, and be knowledgeable of the differences between the state and federal environmental statutes and rules applicable to underground storage tanks.
14. The Contractor shall require that qualified individuals perform field inspections and that they receive training on Chapters 62-761 and 62-762, and Chapter 376, F.S.
15. The Contractor shall provide a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. All individuals hired after the effective date of this Contract shall possess qualifications equivalent to Department position levels as specified in this Contract.
16. The Contractor shall determine the accurate latitude and longitude coordinates for each regulated facility inspected using Department-approved procedures and ensure the proper entry of this data into the Department inspection database.
17. The Contractor shall review all documents filed by facility owners, operators, or authorized representatives to ensure that the facility compliance with Chapter 376, F.S., and Chapters 62-761 and 62-762. The Contractor shall review closure reports filed by facility owners, operators, or authorized representatives to ensure that the Department's "Instructions for Conducting Sampling During Aboveground Storage Tank Closure" (Guidance Document C1) and "Instructions for Conducting Sampling During Underground Storage Tank Closure" (Guidance Document C2) have been followed. In cases where these requirements have not been met, the Contractor shall initiate Level 1 Compliance Assistance actions to compel compliance. In cases where these requirements have been met and none the of Department's cleanup target levels have been exceeded, the Contractor shall issue a Closure Report Review Letter for the system or component described in the Closure Report indicating the Closure Report meets the requirements of Chapter 62-761 and/or 62-762, F.A.C. In cases where cleanup target levels have been exceeded and it has been determined to be a new discharge, the Contractor shall prepare and send a Site Assessment Report request letter to the facility owner and operator, if appropriate. In addition, the Contractor shall provide notification to the Department Task Manager within thirty (30) days of the determination of a new discharge at a facility.
18. The Contractor shall prepare and send a Site Assessment Report request letter to the facility owner and operator, if appropriate, in cases where a new discharge has been discovered related to a regulated storage tank system, but unrelated to a closure as discussed in paragraph 13., above. In addition, the Contractor shall provide within thirty (30) days of the determination of a new discharge at a facility.
19. The Contractor shall maintain its paper files on regulated facilities that were composed prior to the FIRST database implementation, as well as documentation from the facility that may not be available in FIRST, such as closure reports. In the event a case referral to the Department District Office for further enforcement is necessary, a copy of any documents pertinent to the case that are not available in FIRST shall be submitted to the Department District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document G).

Facility files must be kept until the site has been determined closed. Once the facility has been closed for five (5) years, the records may be transmitted electronically to the Department Contract Manager in Tallahassee for preservation, unless the Contractor is subject to more stringent local record retention requirements. Copies can be maintained by the Contractor at the Contractor's expense. If, for any reason, the Department's contractual arrangement with the Contractor to perform the inspection program (through this Contract or any future contracts) ceases, the Contractor shall transmit electronic copies of all documents to the Department Contract Manager.

20. The Contractor shall provide attendance of at least one program staff member at scheduled meetings, conferences, and teleconferences. The Department Task Manager may authorize attendance at a location other than the District Office. The Contractor shall provide attendance of additional staff members as requested by the Department.
21. The Contractor shall ensure that all field personnel receive the health and safety training required to meet OSHA standards (an initial 24 or 40-hour course within 6 months of employment under this Contract, followed by an annual 8-hour refresher course).
22. The Contractor shall supervise the Local Compliance Program with an individual at a minimum equivalent to the Department's Environmental Specialist III personnel category.
23. The Contractor shall provide copies of applicable rules, inspection forms, and other program/public assistance information to the public and regulated interests. However, this provision does not authorize photocopying of reference documents in violation of copyright law.
24. The Contractor shall maintain financial books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. All books, records, and documents pertinent to performance under this Contract shall be maintained for the entire term of this Contract and for five years following the expiration or termination of this Contract. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the entire term of this Contract and for five years following the expiration or termination of this Contract. A penalty of 8.3% of the current Task Assignment amount will be assessed for each year that shows insufficient record keeping.
25. The Contractor shall not allocate funding to non-program activities outside the scope of this Contract or any Task Assignment. Sections 376.3071 and 376.11, F.S., prohibit the use of Inland Protection Trust Fund (IPTF) moneys for purposes other than those specified in these sections.
26. Access to Department databases shall be made by using an Internet connection. Therefore, the Contractor is responsible for subscribing to and paying for all charges related to use of the services of a reputable Internet service provider. The Contractor must have a dedicated Internet line for FIRST.
27. Guidance Documents. The Contractor agrees that the services required under this Contract shall be performed in accordance with the guidance documents listed below and in accordance with the provisions of this Contract. The Guidance Documents are available online. To access the Guidance Documents please follow the link: <https://floridadep.gov/waste/permitting-compliance-assistance/content/compliance-contracts>.

The Contractor hereby acknowledges receipt of the following guidance documents:

- A. Guidance Document A----- Storage Tank System Program Violation List.
- B. Guidance Document B----- Florida Inspection Reporting for Storage Tanks (FIRST) User Requirements. Please visit the following website to download: <https://depdms.dep.state.fl.us/Oculus/servlet/operation?action=guidHitList&SelectedGuids=11.3384454.1&profile=DWM>
- C. Guidance Document C1----- Instructions for Conducting Sampling During Aboveground Storage Tank Closure

- Guidance Document C2----- Instructions for Conducting Sampling During Underground Storage Tank Closure
- D. Guidance Document D1----- Compliance Verification Program Local Program Review Form
- Guidance Document D2----- Contractual Review Form
- E. Guidance Document E----- Contractual Services Invoice
- F. Guidance Document F----- Level of Effort Guidance
- G. Guidance Document G----- Guidelines for Case Referrals
- H. Guidance Document H----- Contractual Service Payment Calculation
- I. Guidance Document I----- DEP Directive 923 Settlement Guidelines for Civil and Administrative Penalties

28. The Contractor shall provide a written response within forty-five (45) days to the Program Review findings conducted in accordance with paragraph 37, below, and at a minimum, provide details on any corrective actions that will be implemented.
29. The Contractor shall submit a satisfactory Corrective Action Plan to the Department Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days of notification of the score. Because a score below seventy-five (75) reflects an unacceptable level of performance, if the Contractor receives a score below seventy-five (75) may result in contract termination.
30. The Contractor is responsible for the professional quality, technical accuracy, and coordination of all reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its reports and other services.

DEPARTMENT RESPONSIBILITIES

31. The Department shall serve in an advisory capacity to the Contractor. The Department shall make legal interpretations of Department rules, which shall be binding with respect to the Contractor's ordinances to the extent that those ordinances adopt the provisions of Chapters 62-761 and 62-762, F.A.C., as required by this Contract.
32. The Department shall review completed inspection reports when and as deemed necessary.
33. The Department shall provide program and regulatory guidance for the Contractor. The Department shall provide training in new technology and program management changes as necessary.
34. The Department shall conduct enforcement activities for violations of Chapters 62-761 and 62-762, F.A.C., when case referrals are properly made and forwarded to the District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document G).
35. The Department shall provide information to the Contractor about Department registered storage tank system equipment and alternate procedures (waivers, variances, or registrations).
36. At least once annually, the Department shall perform a Program Review using the "Compliance Verification Program Local Program Review Form" (Guidance Document D), and provide a copy of the Program Review findings to the Contractor upon completion of the Program Review. The Department may conduct inspections, including accompanied inspections and follow-up inspections, at any reasonable time. In addition, the Department may also conduct facility file reviews through FIRST at any time. The Department Task Manager may perform additional program reviews, as deemed necessary, to insure the required performance of the Contractor. The Department Task Manager may forgo a Program Review for the next Task Assignment for a Contractor that receives a score of 95 or greater on the Program Review during the current Task Assignment.

PAYMENTS

37. The Contractor shall submit invoices on a monthly basis. Each invoice shall be submitted using the "Contractual Services Invoice" (Guidance Document E). Each invoice is due no later than the 15th day of the month following the month of services. The invoice shall be submitted electronically to the Department Contract Manager at STR_Invoices@dep.state.fl.us and copied to the Department Task Manager Reimbursement requests for the purchase of non-expendable equipment costing \$1,000 or more must include copies of invoices or receipts to document the charges

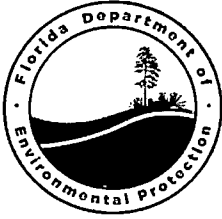
DOCUMENTATION

38. Prior to the submittal of each month's invoice to the Department Contract Manager, the Contractor shall complete and submit electronically the "Payment Calculation Sheet" (Guidance Document H) for the month to the Department Task Manager no later than the 10th day of the month following the month of services. The Department Task Manager shall review the monthly Payment Calculation Sheet for accuracy and completeness and shall return the approved Payment Calculation Sheet to the Contractor for submittal with the monthly invoice to the Department Contract Manager in Tallahassee, Florida for processing. If the Contractor fails to perform as directed by the terms of this Contract, the Department shall return the unpaid invoice to the Contractor documenting the areas in which the Contractor has failed to meet its contractual obligations.

MANAGEMENT

39. The Department Contract Manager is Roger Ruiz, Phone (850) 245-8854. The Contractor's Contract Manager is David Jones, Phone (407) 836-1405. Each Task Assignment will identify the Department Task Manager and the Contractor's Task Manager. All matters relating to a specific Task Assignment shall be directed to the Department Task Manager for appropriate action or disposition. All matters relating to this Contract shall be directed to the Department Contract Manager.

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Florida Department of Environmental Protection

TASK ASSIGNMENT CHANGE ORDER FORM

Required Signatures: Adobe Signature

Task Assignment Number: GC925-2 Date: 07/25/2018 Change Order No. 1

Contractor Name: ORANGE COUNTY

Contractor Representative: David Jones

DEP Contract Manager: Roger Ruiz

Description of Change (Use additional sheets if necessary):

Updated Attachment B - Scope of Work - Level 2 enforcement

Change in Task Amount

Item	Cost Reimbursement	Fee Schedule	Total
Original Task Amount:		810,965.00	
Task amount prior to this change order:			
Net increase/decrease in task amount:			
Task amount with all change orders:			

Change in Task Time

Original task completion date:	06/30/19
Completion date prior to this change:	06/30/19
Net increase/decrease in task period:	
Completion date with all change orders:	06/30/19



Florida Department of Environmental Protection

TASK ASSIGNMENT CHANGE ORDER FORM

Change in Funding Information

Org. Code	E.O.	Object Code	Budget Entity	Special Category	Grant #	Year	Amount
37450104000	JD	132500	37450300	100029		00	\$ 810,965.00

CONTRACTOR

David D. Jones Digitally signed by David D. Jones
Date: 2018.08.01 18:57:55 -04'00' 08/01/2018
 Contract Manager Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Fletcher Herrald Digitally signed by Fletcher Herrald
Date: 2018.08.02 08:38:02 -04'00' _____
 Contract Manager Date

APPROVED:

Jennifer Vickers Digitally signed by Jennifer Vickers
Date: 2018.08.02 12:29:20 -04'00' _____
 Budget Representative Date

Tim J. Bahr Digitally signed by Tim J. Bahr
Date: 2018.08.02 13:10:05 -04'00' _____
 Contractual Authority Date

cc: Procurement Section (MS93)
 Bureau of Finance & Accounting (MS78) - 2 copies

ATTACHMENT B

SCOPE OF WORK

STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS

Level 2 Contractors

WORK DESCRIPTION

1. The Contractor shall perform routine compliance inspections within the jurisdictional (geographical) boundaries of the specified counties as required by an executed Task Assignment(s) at the following Chapter 376, Florida Statutes (F.S.), facilities: storage tanks regulated pursuant to Sections 376.30 – 376.317, F.S. (excluding cattle dip vats, dry-cleaning facilities and designated Brownfields) and Chapters 62-761 and 62-762, Florida Administrative Code (F.A.C.). In addition, the Contractor shall perform closure inspections, installation inspections, discharge inspections, pre-approved re-inspections, pre-approved component inspections, and pre-approved complaint inspections as applicable, in accordance with each Task Assignment. All inspections shall be performed by an individual(s) with professional qualifications equivalent to an Environmental Specialist II level or higher. Beginning on the effective date of this Contract, the Contractor is authorized to enter private property in order to carry out inspections pursuant to Sections 403.091 and 403.858, F.S. However, an authorized facility representative must safely access all storage tank system components for inspection by the Contractor, and must demonstrate operational functionality of electronic equipment. This Scope of Work provides the minimum services the Department is seeking. The specific Tasks, Deliverables, Performance Measures, and Deliverable due dates will be included in each issued Task Assignment.

TASKS

2. Inspections must be performed in accordance with each executed Task Assignment.
 - A. Perform routine compliance inspections of facilities listed on each executed Task Assignment. Facilities not listed for inspection during the current executed Task Assignment will be prioritized to be inspected during subsequent Task Assignments.
 - B. Perform all tank closure inspections at regulated storage tank system and past closure activities that have been discovered as having taken place without notification to ensure that the system is properly closed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
 - C. Perform all tank installation inspections at new regulated tank system installations and past installations that have been discovered as having taken place without notification to ensure that the system is properly constructed and installed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
 - D. Perform a discharge inspection at all facilities with known or suspected discharges within fourteen (14) calendar days of receipt of notification.
 - E. Re-inspections may only be performed, for payment, if the Contractor and the Department Task Manager agree, prior to the inspection, that it is warranted. Re-inspections are to be billed as a Compliance Assistance – Re-inspection.
 - F. Component inspections may only be performed, for payment, if the Contractor and the Department Task Manager agree, prior to the inspection, that it is warranted. Component inspections are to be billed as a Compliance Assistance – Component.
 - G. Respond to complaints concerning regulated facilities, and/or as directed by the Department Task Manager by performing a complaint inspection. Inspection findings concerning regulated

facilities shall be documented in a complaint inspection report activity in Florida Inspection Reporting for Storage Tanks (FIRST). Complaint inspections not involving a regulated facility shall be documented in writing and/or as directed by the Department Task Manager.

3. Inspector responsibilities shall include:
 - A. Contacting facility owners, operators, and/or other authorized representatives verbally or in writing, to schedule inspections. The Department Task Manager may require written notification of inspections if verbal methods have proven unsatisfactory. For routine compliance inspections, the Contractor shall provide outreach to each facility prior to the inspection by contacting the facility at least five (5) calendar days in advance of the inspection, reminding the facility to view the inspection videos on the Department's website prior to the upcoming inspection, and discussing recent previous inspections at the facility noting any violations cited. This outreach is to be documented in FIRST in a Phone or Electronic Communication Activity, depending on how the contact was made.
 - B. Conducting inspections with the owners, operators, and/or other authorized representatives of facilities for the purpose of determining compliance with Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F. S.
 - C. Distributing registration forms or providing directions for the use of the Electronic Self Service Application Portal (ESSA) on the Department's website to all facilities that are determined by the Contractor to need registration updates.
 - D. All inspection activities shall be documented using the FIRST) database and FIRST equipment in accordance with the minimum standards referenced in the "FIRST User's Guide" (Guidance Document B).
 - E. All inspection reports shall be completed in accordance with the "Level of Effort Guidance" (Guidance Document F). The date and manner of the issuance of the inspection report to the facility owner/operator shall be documented in FIRST. This may be accomplished with the completion of one or more supporting activities in FIRST, such as a Non-Compliance Project Letter Activity, Compliance Assistance Letter Activity, Issue Document Activity, and/or Electronic Communication Activity.
 - F. Responding to requests for public assistance both in the office and during inspections.
 - G. Verify all registration information is accurate.
4. Perform Level 1 Compliance Assistance and Level 2 enforcement actions in accordance with Exhibit A, Storage Tank System Compliance Assistance and Enforcement Actions, attached hereto and made a part hereof.
 - A. Level 1 Compliance Assistance actions.
 - (1) These actions shall include investigation and documentation of violations of Chapters 62-761 and 62-762, F.A.C., or the county's equivalent regulations, preparation of Compliance Assistance letters and related activities in accordance with the "Storage Tank System Program Violation List" (Guidance Document A) and "Level of Effort Guidance" (Guidance Document F).

- (2) An individual(s) in a position equivalent to an Environmental Specialist II level or higher shall conduct Level 1 Compliance Assistance activities. Compliance Assistance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher.
 - (3) All Compliance Assistance letters shall be on Department forms, in Department format, or have Department approval. Compliance Assistance letters shall be issued through FIRST in accordance with the "FIRST User's Guide" (Guidance Document B) to ensure that the letters are posted to the OCULUS document management system.
 - (4) If there is any indication that Compliance Assistance actions are not being performed in accordance with "Level of Effort Guidance" (Guidance Document F); the Department Task Manager may request the submission of a Corrective Action Plan (CAP), and may recommend to the Department Contract Manager to hold invoices until such actions are being performed to the satisfaction of the Department Task Manager. The Department Task Manager shall be responsible for reviewing the CAP and notifying the Contractor if the CAP is approved or in need of revision.
- B. Level 2 enforcement actions.**
- (1) These actions shall include initiation and completion of administrative and judicial enforcement actions as lead party; preparing, delivering, and executing enforcement documents including Warning Letters, Consent Orders, Notices of Violation, and Final Orders; taking lead responsibility in the discovery process; determining appropriate judicial remedies, including civil penalties, injunctive relief, and assessment of damages; and performing post-judgment enforcement activities.
 - (2) All Level 2 enforcement actions shall be conducted under the supervision of an attorney licensed to practice law in the State of Florida and employed by the Contractor.
 - (3) All enforcement documents shall be on Department forms, in Department format, or have Department approval unless documents are being filed as part of a legal proceeding in which case the rules of procedure for the body before which the legal proceeding is taking place shall apply.
 - (4) Any penalties assessed under this Exhibit shall be in accordance with "DEP Directive 923: Settlement Guidelines for Civil and Administrative Penalties" (Guidance Document I).
 - (5) The Contractor must perform the enforcement actions specified in this Exhibit under its own ordinances. Therefore, the Contractor must have and maintain provisions adopting Chapters 62-761 and 62-762, F.A.C., or their equivalent and penalty authority equivalent to that set forth in Sections 403.141 and 403.161, F.S., as their own local ordinances during the term of this Contract. Failure to maintain such requirements shall result in the unilateral termination of this Contract by the Department.
5. The Contractor must maintain the administrative organization, staff, financial and other resources necessary to effectively administer the requirements of this Attachment. Failure to do so is a material breach of this Contract.
 6. This Attachment specifically does not include actions associated with the cleanup or enforcement of Contractor-owned or operated petroleum storage systems or any discharge(s) associated with them.
 7. If there is any indication that enforcement actions are not being performed or are inadequate, the Department Task Manager may request the submission of a CAP and may recommend to the Department Contract Manager to hold invoices until such actions are being performed to the satisfaction of the Department Task Manager. The Department Task Manager shall be responsible for reviewing the CAP and notifying the Contractor if the CAP is approved or in need of revision.

ASSESSMENT OF PERFORMANCE LEVELS

8. The Contractor shall perform inspections as directed in paragraph 4, above, and assess performance levels monthly to determine its progress towards completion of each Task Assignment. Upon discovery of any problems that would delay or prevent the timely progress and completion of each Task Assignment, the Contractor shall notify the Department Task Manager.
9. Following the effective date of each Task Assignment, the Contractor must have completed the following percentage of the required routine compliance inspections unless otherwise indicated in the Task Assignment:
 - A. After four (4) months, thirty three percent (33%) of inspections must have been completed.
 - B. After eight (8) months, sixty six percent (66%) of inspections must have been completed.
 - C. After twelve (12) months, one hundred percent (100%) of inspections must have been completed.
10. If the actual number of completed inspections falls below these levels, then the Contractor must submit a CAP to the Department Task Manager, and associated invoices will be held by the Department Contract Manager until these completion percentages are subsequently reached.
11. If there is any indication that other required inspections or activities are not being performed, the Department Task Manager may request the submission of a CAP and may recommend to the Department Contract Manager to hold invoices until such actions are being performed to the satisfaction of the Department Task Manager.
12. The Department Task Manager shall be responsible for reviewing all CAPs and notifying the Contractor if the CAP is approved or needs revision.
13. A completion rate of 100 percent is required for those activities described in Paragraph 1, above, and as set forth in each Task Assignment, unless otherwise indicated in the Task Assignment.
14. The Department shall authorize the Contractor to provide services under this Contract utilizing the Task Assignment Notification Form, attached to the Contract as Attachment C. The Contractor acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the Department and the Contractor. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the Department may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment number, detailing the revised description of the work to be performed. As with the original Task Assignment, all amendments to Task Assignments must be executed by both the Department and the Contractor prior to the work being performed.

SCOPE REQUIREMENTS

15. The Contractor shall administer the compliance verification program, provide technical assistance, and perform level 1 Compliance Assistance actions. Data generated from all inspections conducted under the direction of the Department shall be entered into FIRST, and completed, prior to the submittal of an invoice to the Department Contract Manager.
16. The Contractor shall comply with all provisions of this Contract, verify facility compliance with Chapter 376, F.S., and Chapters 62-761 and 62-762, F.A.C., and be knowledgeable of the differences between the state and federal environmental statutes and rules applicable to underground storage tanks.
17. The Contractor shall require that qualified individuals perform field inspections and that they receive training on Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F.S.

18. The Contractor shall provide a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. All individuals hired after the effective date of this Contract shall possess qualifications equivalent to Department position levels as specified in this Contract.
19. The Contractor shall determine the accurate latitude and longitude coordinates for each regulated facility inspected using Department-approved procedures and ensure the proper entry of this data into the Department inspection database.
20. The Contractor shall review reports, forms, and documents filed by facility owners, operators, or authorized representatives, including documents for tank install, tank closure, incident, discharge, return to compliance, Underground Storage System Installation and Removal Form for Certified Contractors, Limited Closure Report Form, and Closure Integrity Evaluation Report Form to ensure that the facility is in compliance with Chapter 376, F.S., and Chapters 62-761 and 62-762, F.A.C. The Contractor shall review closure reports filed by facility owners, operators, or authorized representatives to ensure that the Department's "Instructions for Conducting Sampling During Aboveground Storage Tank Closure" (Guidance Document C1) and "Instructions for Conducting Sampling During Underground Storage Tank Closure" (Guidance Document C2) have been followed. In cases where these requirements have not been met, the Contractor shall initiate Level 1 Compliance Assistance actions to compel compliance. In cases where these requirements have been met and none of the Department's cleanup target levels have been exceeded, the Contractor shall issue a Closure Report Review Letter for the system described in the Closure Report indicating the Closure Report meets the requirements of Chapter 62-761 and/or 62-762, F.A.C. In cases where cleanup target levels have been exceeded and it has been determined to be a new discharge, the Contractor shall prepare and send a Site Assessment Report (SAR) request letter to the facility owner and operator, if appropriate. The SAR request letter may be incorporated with Closure Report Review Letter. In addition, the Contractor shall provide notification to the Department Task Manager within thirty (30) days of the determination of a new discharge at a facility.
21. The Contractor shall prepare and send a Site Assessment Report request letter to the facility owner and operator, if appropriate, in cases where a new discharge has been discovered related to a regulated storage tank system, but unrelated to a closure as discussed in paragraph 20., above. In addition, the Contractor shall provide notification to the Department Task Manager within thirty (30) days of the determination of a new discharge at a facility.
22. The Contractor shall maintain its paper files on regulated facilities that were composed prior to the FIRST database implementation, as well as documentation from the facility that may not be available in FIRST or OCULUS, such as closure reports. In the event a case referral to the Department District Office for further enforcement is necessary, a copy of any documents pertinent to the case that are not available in FIRST shall be submitted to the Department District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document G).
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24. The Contractor shall provide attendance of at least one program staff member at scheduled meetings, conferences, and teleconferences. The Department Task Manager may authorize attendance at a location other than the District Office. The Contractor shall provide attendance of additional staff members as requested by the Department.

25. The Contractor shall ensure that all field personnel receive the health and safety training required to meet OSHA standards (an initial 24 or 40-hour course within 6 months of employment under this Contract, followed by an annual 8-hour refresher course).
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 - C. Guidance Document C1----- Instructions for Conducting Sampling During Aboveground Storage Tank Closure
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 - F. Guidance Document F----- Level of Effort Guidance
 - G. Guidance Document G----- Guidelines for Case Referrals
 - H. Guidance Document H----- Contractual Service Payment Calculation
 - I. Guidance Document I----- DEP Directive 923 Settlement Guidelines for Civil and Administrative Penalties
32. The Contractor shall provide a written response within forty-five (45) days to the Program Review findings conducted in accordance with paragraph 40, below, and at a minimum, provide details on

any corrective actions that will be implemented.

33. The Contractor shall submit a satisfactory Corrective Action Plan to the Department Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days of notification of the score. Because a score below seventy-five (75) reflects an unacceptable level of performance, if the Contractor receives a score below seventy-five (75) may result in contract termination.
34. The Contractor is responsible for the professional quality, technical accuracy, and coordination of all reports and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its reports and other services.

DEPARTMENT RESPONSIBILITIES

35. The Department shall serve in an advisory capacity to the Contractor. The Department shall make legal interpretations of Department rules, which shall be binding with respect to the Contractor's ordinances to the extent that those ordinances adopt the provisions of Chapters 62-761 and 62-762, F.A.C., as required by this Contract.
36. The Department shall review completed inspection reports when and as deemed necessary.
37. The Department shall provide program and regulatory guidance for the Contractor. The Department shall provide training in new technology and program management changes as necessary.
38. The Department shall conduct enforcement activities for violations of Chapters 62-761 and 62-762, F.A.C., when case referrals are properly made and forwarded to the District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document G).
39. The Department shall provide information to the Contractor about Department registered storage tank system equipment and alternate procedures (waivers, variances, or registrations).
40. At least once annually, the Department shall perform a Program Review using the "Compliance Verification Program Local Program Review Form" (Guidance Document D1), and provide a copy of the Program Review findings to the Contractor upon completion of the Program Review. The Department may conduct inspections, including accompanied inspections and follow-up inspections, at any reasonable time. In addition, the Department may also conduct facility file reviews through FIRST at any time. The Department Task Manager may perform additional program reviews, as deemed necessary, to insure the required performance of the Contractor. The Department Task Manager may forgo a Program Review for the next Task Assignment for a Contractor that receives a score of 95 or greater on the Program Review during the current Task Assignment.

PAYMENTS

41. The Contractor shall submit invoices on a monthly basis. Each invoice shall be submitted using the "Contractual Services Invoice" (Guidance Document E). Each invoice is due no later than the 15th day of the month following the month of services. The invoice shall be submitted electronically to the Department Contract Manager at STR_Invoices@dep.state.fl.us and copied to the Department Task Manager. Reimbursement requests for the purchase of non-expendable equipment costing \$1,000 or more must include copies of invoices or receipts to document the charges.

REPORTS AND DELIVERABLES

42. Prior to the submittal of each month's invoice to the Department Contract Manager, the Contractor shall complete and submit electronically the "Payment Calculation Sheet" (Guidance Document H) for the month to the Department Task Manager no later than the 10th day of the month following the month of services. The Department Task Manager shall review the monthly Payment Calculation Sheet for accuracy and completeness and shall return the approved Payment Calculation Sheet to

the Contractor for submittal with the monthly invoice to the Department Contract Manager in Tallahassee, Florida for processing. If the Contractor fails to perform as directed by the terms of this contract, the Department shall return the unpaid invoice to the Contractor documenting the areas in which the Contractor has failed to meet its contractual obligations.

MANAGEMENT

43. The Department Contract Manager is Roger Ruiz, Phone (850) 245-8854. The Contractor's Contract Manager is David Jones, Phone 407-836-1405. Each Task Assignment will identify the Department Task Manager and the Contractor's Task Manager. All matters relating to a specific Task Assignment shall be directed to the Department Task Manager for appropriate action or disposition. All matters relating to this Contract shall be directed to the Department Contract Manager.

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Summary of changes:

- Recital 1: Clarifies the various means through which FDEP can authorize the performance of compliance inspections by Orange County under the contract, and how those same means can be used for communications regarding training and regulatory guidance.
- Recital 2: The original value of the contract (\$8,727,854.00 over the ten-year life of the contract) includes the cost to the Contractor for Department sponsored travel and training.
- Recital 3: Travel costs to and from inspections is included in the value of the inspection and is not intended to include costs associated with Department travel and training. Costs associated with approved Department travel and training will be compensated on a reimbursable basis in accordance with the appropriate Florida Statute, Florida Administrative Code, and the Reference Guide for State Expenditures.
- Recital 4: Section 41 has been modified from “payments under this Contract are exempt...” to “the Contract, as previously amended shall be exempt from the [My Florida Marketplace] MFMP transaction fee.”
- Recital 5: Attachment A, “Scope of Work, Storage Tank System Compliance Assistance, Level 1” and Attachment B, “Scope of Work, Storage Tank System Compliance Assistance and Enforcement Actions, Level 2 Contractors” are being replaced, amended with new versions reflecting the above recitals.
- Recital 6: Deletes all references to the term “including facilities registered to the Contractor.” Orange County BCC-owned sites are inspected by FDEP staff (and always have been).