



# Petroleum Restoration Program

## **Contractor Performance Evaluation (CPE)**

## **Consistency in Completion**

August 2019





# Consistency

## **Definitions:**

**Always – at all times; on all occasions**

**Consistently – in every case or on every occasion; invariably**

**N/A – Not applicable is an option for all questions and should be used when the question does not pertain to the scope of work tasked in the PO/WO.**

**The same insufficiency cannot be addressed in more than 1 question/category.**



# Site Manager Organization

## Site Chronology Tracking

- Deliverable due dates (approved extensions) and received dates
- Deliverable review – Comments? Retainage forfeited?
- RFC types, received, reason/foreseeable
- Invoice received and approved dates – Errors?
- Invoice return emails from accounting
- Field notification date received and scheduled date
- Misc. voice and email communication and reply dates
- ADaPT approval or error emails





# Project Timeliness

1.a. Excepting for circumstances beyond the contractor's control, tasks and deliverables were completed on time or ahead of the schedule in the PO.

*2 = Always*

*1 = < 3 weeks late*

*0 = ≥ 3 weeks late*

## 1.a Deliverable Timeliness

- Use Deliverable Review letters to identify late deliverables.
- Deliverable received date includes electronic submissions received until 11:59 pm EST.
- Received date is the date an acceptable deliverable is received even if comment letter/corrections are required.
- Do not use the received date if the deliverable is returned because it is unacceptable.





# Project Timeliness

1.a. Excepting for circumstances beyond the contractor's control, tasks and deliverables were completed on time or ahead of the schedule in the PO.

*2 = Always*

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*0 = ≥ 3 weeks late*

continued

## 1.a Deliverable Timeliness

- It doesn't matter how insignificant the deliverable is (updated HASP) or how many deliverables are required in the PO/WO, if 1 deliverable is only 1 day late, 2 (Always) is not an acceptable rating.

**2 = All deliverables received on time**

**1 = A minimum of 1 deliverable received late but within 3 weeks of due date**

**0 = A minimum of 1 deliverable received 3 weeks late or later**





# Project Timeliness

1.b. Notices of upcoming field work were provided within the time frames required by applicable rules.

*2 = Consistently*

*1 = All provided but some untimely notices < 7 days*

*0 = Generally not within timeframes or any not provided*

## 1.b Field Notification Timeliness - Requires 7 days written notice

**N/A = If PO/WO does not include field work**

**2 = If 7 days notice is ALWAYS provided**

**1 = If notification is ALWAYS provided but 1 was less than 7 days notice**

**0 = If notification is NOT provided on any 1 event  
or field work was actually conducted on a different day  
and not communicated to the site manager beforehand.**

1.b continued





# Project Timeliness

1.b. Notices of upcoming field work were provided within the time frames required by applicable rules.

*2 = Consistently*

*1 = All provided but some untimely notices < 7 days*

*0 = Generally not within timeframes or any not provided*

continued

## 1.b Field Notification Timeliness - Requires 7 days written notice

- ❖ If notification is less than 7 days but site manager/inspector is ok with the date, this is still considered a late notification and you should remind the contractor that it will be addressed in the CPE rating.
- ❖ If after providing 7 days notice, the contractor later communicates that they want to move up the schedule based on documented weather projections or change in subcontractor schedule you may still rank a 2.
- ❖ If initial notification >30 days and then requests change <7 days before activity, this should be considered <7 days notice.
- ❖ **Don't forget to check cc: to Inspector**





# Project Timeliness

**1.c. Contractor responses to Department comments and requests were provided within the timeframes stipulated in the review/request and program guidance.**

*2 = Consistently*

*1 = Some untimely responses, but timely requests for extensions*

*0 = Consistently untimely responses*

## **1.c Response to Comments and Request Timeliness**

**Always provide due dates in deliverable review comment letters or any other requests (in writing). Be reasonable but not excessive with due dates (2-4 weeks unless field/lab).**

**\* Only allow or approve extensions when reasonable and not last minute.**

**N/A = If no comment letter or requests are made during the PO**

**2 = Acceptable Response to Comments and requests ALWAYS received by due date**

**1 = At least 1 response late but request for extension was timely & justified**

**0 = At least 1 response late but no request or late request for extension**





# Invoicing

**2.a. The contractor's invoices were correct, accurate, and contained all required information and backup documentation in accordance with the contract, PO and applicable program guidance.**

*2 = Always*

*1 = Limited invoice errors*

*0 = Multiple invoice errors caused significant delays in invoice processing*

## 2.a Invoice Accuracy

**Invoice Rate Sheet - submitted with deliverable as well as the invoice.**

- **Were corrections required on the Invoice Rate Sheet?**

**Invoice - Processed and loaded into MFMP by PRP Accounting.**

- **Check OCULUS to see if PRP Accounting returned invoices to the contractor.**

❖ **The following should not be counted against a contractor:**

- ✓ Penny errors and red-line corrections for a date range etc. made by PRP Accounting without returning the Invoice to the contractor,
- ✓ If an invoice is rejected in error or due to deliverable approval errors.





# Invoicing

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*2 = Always*

*1 = Limited invoice errors*

*0 = Multiple invoice errors caused significant delays in invoice processing*

continued

## 2.a Invoice Accuracy

**2 = No Invoices returned by PRP Accounting and no required corrections to Invoice Rate Sheet**

**1 = One or more returned invoices or corrected Invoice Rate Sheets**

**0 = Any 1 invoice returned by PRP Accounting 3 times or more**

**N/A = cannot think of anytime this choice is applicable**





# Invoicing

2.b. The invoices were submitted within the contract time frames following written approval of the interim or final deliverable.

*2 = Consistently*

*1 = Within <2 weeks*

*0 = Within ≥ 2 weeks*

## 2.b Invoice Timeliness

Invoices are due within 30 days of the date of the deliverable review letter.

Compare deliverable review letter date to date invoice received by accounting

- Verify received date in MFMP, OCULUS, or STCM

**2 = All invoices received within 30 days of deliverable review date**

**1 = At least 1 invoice received between 31 and 44 days of deliverable review date**

**0 = At least 1 invoice received more than 44 days after deliverable review date  
or returned invoice not received acceptable within 60 days of deliverable  
review date**

**N/A = cannot think of anytime this choice is applicable**





# Reports

3.a. The reports were well organized, free from errors or omissions that compromised the purpose of the PO, with minimal minor errors.

*2 = Inconsequential errors not requiring correction*

*1 = Limited minor errors that required correction*

*0 = Errors or omissions that otherwise would have compromised the purpose of the PO*

## 3.a Deliverable/Report – Clerical – non-technical/sloppy typos/errors

**2 = Inconsequential errors that do not require correction**

- typos that don't effect information presented  
(punctuation, grammar, misspelled words but recognizable)

**1 = Minor errors that require correction (Response to Comments required)**

- missing legend, north arrow or FAC ID on figure
- Text/table/figure/lab report concentrations different





# Reports

3.a. The reports were well organized, free from errors or omissions that compromised the purpose of the PO, with minimal minor errors.

*2 = Inconsequential errors not requiring correction*

*1 = Limited minor errors that required correction*

*0 = Errors or omissions that otherwise would have compromised the purpose of the PO*

continued

## 3.a Deliverable/Report – Clerical – non-technical/sloppy typos/errors

**0 = Errors or omissions that would compromise information presented**

- ❖ If site manager did not catch the mistake, would the next scope of work be wrong?
  - lab results in table or figures do not agree with lab report
  - pages/data belong to another site





# Reports

**3.b. The reports complied with the contract, PO scope of work, rules and applicable program guidance.**

*2 = Always*

*1 = Limited concerns*

*0 = Report quality limited by failure to follow contract guidance, etc.*

## **3.b Deliverable/Report – Administrative/Management**

- **Does report include all required components?**
  - **Tables, figures, boring logs, well sampling logs, etc. as required?**
  - **Is Invoice Rate Schedule included?**
  - **Is all required documentation for each pay item included?**
  - **Field notes legible and complete?**
  - **Conclusions and Recommendations?**

3.b continued





# Reports

**3.b. The reports complied with the contract, PO scope of work, rules and applicable program guidance.**

*2 = Always*

*1 = Limited concerns*

*0 = Report quality limited by failure to follow contract guidance, etc.*

continued

## **3.b Deliverable/Report – Administrative/Management**

**2 = Everything required in the deliverable is included**

**1 = Minor items not included in the deliverable but provided in a timely manner**

**0 = Multiple missing item types thus requiring additional site manager time to review significant portion of the deliverable**





# Reports

**3.c. The contractor correctly submitted required ADaPT laboratory and field data QA reports in accordance with program guidance.**

*2 = Consistently*

*1 = Limited ADaPT errors or delays resolved*

*0 = Repeated ADaPT errors or delays impacted invoicing or site rehabilitating progress*

## **3.c ADaPT Submission**

**ADaPT submission must be completed on or before the report submittal date.**

**Site managers receive emails when ADaPT approved or errors are found.**

**2 = ADaPT reports submitted on or before deliverable report is received and no emails regarding errors.**

**1 = ADaPT submitted after deliverable report or received at least 1 email from ADaPT specialist regarding errors in ADaPT submission, but errors were resolved and ADaPT report is in OCULUS.**





# Reports

**3.c. The contractor correctly submitted required ADaPT laboratory and field data QA reports in accordance with program guidance.**

*2 = Consistently*

*1 = Limited ADaPT errors or delays resolved*

*0 = Repeated ADaPT errors or delays impacted invoicing or site rehabilitating progress*

continued

## **3.c ADaPT Submission**

**ADaPT submission must be completed on or before the report submittal date.**

**Site managers receive emails when ADaPT approved or errors are found.**

**0 = ADaPT not submitted or received multiple emails regarding errors in submission which caused delay in site manager review and approval of report/invoice rate sheet.**

**N/A = Scope of Work did not include any laboratory analysis requiring ADaPT.**





# Communication

4.a. The contractor communicated and proposed solutions to project changes, problems, delays and issues to the Department as they occurred and ahead of deadlines.

*2 = Always*

*1 = Some communications untimely or less helpful*

*0 = Problems stemming from untimely or poor communications*

## 4.a Progress Communication - Timely and Proposed Solutions

- Did contractor communicate when:
  - field events required additional days?
  - problems occurred or changes in the field (submerged screen, access, equipment breakdown, owner or tenant problem)?
- Did contractor propose solutions to problems?
- Were project changes communicated in a timely fashion? No last minute (rush or field) change orders for circumstances within control of the contractor including time extensions?





# Communication

4.a. The contractor communicated and proposed solutions to project changes, problems, delays and issues to the Department as they occurred and ahead of deadlines.

*2 = Always*

*1 = Some communications untimely or less helpful*

*0 = Problems stemming from untimely or poor communications*

continued

## 4.a Progress Communication - Timely and Proposed Solutions

**2 = ATC communicated well and kept site manager informed on progress**

**1 = Communication untimely or did not keep site manager informed on progress**

**0 = Untimely or poor communication which caused problems/delays or  
ATC did not propose possible solutions to the problem**

**N/A = If no project changes, problems, delays or issues.**





# Communication

4.b. The contractor responded within a reasonable time frame to telephone messages and emails from Department staff requesting contact.

*2 = Generally within two business day*

*1 = Generally within 3-5 business days*

*0 = Generally >5 business days or otherwise untimely*

## 4.b Contractor Response to Calls & emails

**2 = Generally responded within two business days**

**1 = Generally responded within 3-5 business days**

**0 = Generally responded >5 business days or otherwise untimely**

**May include communicating alternative contact info when contractor is out of the office (field, vacation, etc.)**





# Cost Control

**5.a. The contractor notified the Department of changes that merit a savings in cleanup work and cost.**

*2 = Yes*

*1 = Some minor reduction opportunities missed*

*0 = No, contractor did not communicate opportunity for one or more significant reductions*

## 5.a Identifying Cost Savings

**If no cost savings were possible this question is Not Applicable - select N/A**

Examples of cost savings:

- Contractor offers to reduce pay item unit rate below ATC maximum compensation rate.
- ATC offers to conduct soil borings to 12 ft bls by hand auger rather than the expense of a DPT or drill rig.
- ATC got owner/RP to agree to a conditional closure.
- Combine mobilization for multiple sites on same day.
- Recommend NAM sampling changes based on prior sampling results.

Examples of missed opportunities:

- Submitting full report (TSAR) with recommendation to install 1 more well rather than submitting a CO to install the well prior to completion and submittal of report.





# Cost Control

5.b. The contractor requested change orders for additional work/cost only for issues outside of their control or where warranted by site specific conditions

*2 = Consistently*

*1 = Rare and minor exception*

*0 = One or more significant exceptions*

## 5.b Change Orders

Examples of change orders within ATC control:

- Adding items that should have been included in the original PO (mobilizations, disposal drums, permit costs, lab analysis for preburn/disposal).
- Adding items that should have been identified while conducting the file review prior to the 1<sup>st</sup> field event.
- RUSH change orders that should have been addressed in a timely manner.

Examples of change orders outside ATC control:

- Encountering a void while drilling and needing material to fill.
- Hurricane damage to compound.
- Plume extends off-site and requires off-site access as well as additional wells, boring and sampling to define plume.





# Quality and Technical Competence

6.a. The contractor/subcontractor work products complied with the contract, PO scope of work, rules and applicable program guidance.

*2 = Consistently met requirements with no re-work*

*1 = Mostly met requirements with limited re-work*

*0 = Substandard work products*

## 6.a Technical Competence - Field Activities

- ❖ Review Inspector reports, field notes etc.
- ❖ Did activities follow DEP SOPs for sampling?
  - Soil samples not collected properly or in the correct zone (vadose vs saturated)
  - Well sampling - stabilization parameters, volume purged, tube location/level etc.
- ❖ Where wells installed in proper location?
- ❖ Do monitoring well screens intersect the water table?
- ❖ If problems encountered in the field, did they communicate the problem and propose a valid solution?





# Quality and Technical Competence

6.a. The contractor/subcontractor work products complied with the contract, PO scope of work, rules and applicable program guidance.

*2 = Consistently met requirements with no re-work*

*1 = Mostly met requirements with limited re-work*

*0 = Substandard work products*

continued

## 6.a Technical Competence - Field Activities

**N/A = If no field activities were scoped or conducted**

**2 = All field activities met requirements**

**1 = Some minor inaccuracies identified for correction but do not require return to field**

**0 = Field activities did not meet requirements and additional field activities needed to redo, correct, or complete scope of work**





# Quality and Technical Competence

6.b. The contractor performed site assessment tasks efficiently and effectively, proposed cost-effective changes in scope, provided an accurate assessment summary and proposed cost-effective recommendations for future work and course of action.

*2 = Consistently*

*1 = Minor ineffective or inaccurate assessment summary or inefficient recommendations*

*0 = Assessment summaries or recommendations had to be re-worked*

## 6.b Site Assessment - Technical Conclusions and Recommendations

Appropriate conclusions and recommendations based on historical and current results.

**N/A = Scope of Work did not include site assessment activities.**

**2 = All conclusions and recommendations appropriate  
(includes minor adjustments to recommendations)**





# Quality and Technical Competence

6.b. The contractor performed site assessment tasks efficiently and effectively, proposed cost-effective changes in scope, provided an accurate assessment summary and proposed cost-effective recommendations for future work and course of action.

*2 = Consistently*

*1 = Minor ineffective or inaccurate assessment summary or inefficient recommendations*

*0 = Assessment summaries or recommendations had to be re-worked*

continued

## 6.b Site Assessment - Technical Conclusions and Recommendations

Appropriate conclusions and recommendations based on historical and current results.

**1 = Minor adjustments or corrections needed to summary or recommendations**

- Minor comments regarding conclusions and recommendations that can be addressed in response by ATC
- Minor changes to recommended wells (number, depth and location)
- Minor changes to analytical proposed
- Recommend RAP when delineation not complete

6.b continued





# Quality and Technical Competence

6.b. The contractor performed site assessment tasks efficiently and effectively, proposed cost-effective changes in scope, provided an accurate assessment summary and proposed cost-effective recommendations for future work and course of action.

*2 = Consistently*

*1 = Minor ineffective or inaccurate assessment summary or inefficient recommendations*

*0 = Assessment summaries or recommendations had to be re-worked*

continued

## 6.b Site Assessment - Technical Conclusions and Recommendations

Appropriate conclusions and recommendations based on historical and current results.

**0 = Assessment summaries or recommendations incomplete or incorrect and would drive the remediation in the wrong direction.**

- Incorrect interpretation of groundwater flow (significant)
- Incorrect evaluation of data to appropriate CTLs
- Ineffective use of borings and soil screening data
- Did not address all potential source areas
- Soil delineation based solely on OVA, not lab data





# Quality and Technical Competence

6.c. The contractor proposed appropriate changes to monitoring points, parameters, and or frequency based on changing site conditions.

*2 = Consistently*

*1 = Minor changes missed/not proposed*

*0 = Changes were not proposed even though warranted based on site conditions*

## 6.c Monitoring (NAM/PARM) and Operations & Maintenance (O&M) Technical Conclusions and Recommendations

**N/A = Scope of Work did not include Monitoring or O&M.**

**2 = Conclusion and recommendations appropriate  
(includes minor adjustments to recommendations)**





# Quality and Technical Competence

6.c. The contractor proposed appropriate changes to monitoring points, parameters, and or frequency based on changing site conditions.

*2 = Consistently*

*1 = Minor changes missed/not proposed*

*0 = Changes were not proposed even though warranted based on site conditions*

continued

## 6.c Monitoring (NAM/PARM) and Operations & Maintenance (O&M) Technical Conclusions and Recommendations

### **1 = Minor changes missed or not proposed**

- Did not propose change in sampling after consecutive clean quarters of analytes or not propose sampling of wells that had previous exceedances
- Did not note or account for submerged water table wells
- Did not propose system modifications or removal of off-gas treatment when warranted
- Did not propose shutdown or restart of remedial system based on results
- PRP Inspector issues (not minor) identified but were address in a timely manner
- Did not address issues with system downtime

6.c continued





# Quality and Technical Competence

6.c. The contractor proposed appropriate changes to monitoring points, parameters, and or frequency based on changing site conditions.

*2 = Consistently*

*1 = Minor changes missed/not proposed*

*0 = Changes were not proposed even though warranted based on site conditions*

continued

## 6.c Monitoring (NAM/PARM) and Operations & Maintenance (O&M) Technical Conclusions and Recommendations

- 0 = Changes not proposed even though warranted based on site conditions**
- Incorrect interpretation of groundwater flow (significant)
  - Incorrect evaluation of data to appropriate CTLs
  - Did not propose NFA when warranted or proposed NFA when not warranted  
(did not clear historic exceedances for all analytes/wells)
  - Operated system that caused contamination to migrate outside of treatment zone
  - Violated UIC/NPDES/Air requirements
  - Did not address issues raised by PRP Inspectors





# Quality and Technical Competence

6.d. The remedial action plan adequately and cost-effectively addressed the site conditions, provided a viable remedial design and did not exceed what was necessary to meet the site rehabilitation goals in rules and applicable program guidance.

*2 = Consistently suitable RAP*

*1 = Minor inconsistent or unsuitable RAP considerations*

*0 = RAP unusable or inconsistent with remediation goals/had to be re-worked*

## 6.d Remedial Action Plan (RAP)

**N/A = Scope of Work did not include RAP preparation**

**2 = RAP is sound with minor comments including minor clarifications or corrections**

**1 = Lack of attention to details requiring multiple comments and corrections**

- Several comments required to address insufficiencies
- Missing parts identified in RAP & System Design Checklist
- Missing UIC information
- Missing treatment well detail
- Inconsistent scale on figures





# Quality and Technical Competence

6.d. The remedial action plan adequately and cost-effectively addressed the site conditions, provided a viable remedial design and did not exceed what was necessary to meet the site rehabilitation goals in rules and applicable program guidance.

*2 = Consistently suitable RAP*

*1 = Minor inconsistent or unsuitable RAP considerations*

*0 = RAP unusable or inconsistent with remediation goals/had to be re-worked*

continued

## 6.d Remedial Action Plan (RAP)

**0 = Deviated from Pre-RAP conference; changed area of treatment; missing significant pieces and parts.**

- Proposed technology not discussed during pre-RAP meeting or teleconference
- Significant comments required to address insufficiencies
- Missing significant parts identified in RAP & System Design Checklist
- Incorrect scale on figures





# Quality and Technical Competence

6.e. The contractor implemented remedial action in accordance with the approved remedial action plan, rules and applicable program guidance.

*2 = Consistently*

*1 = Limited implementation concerns, all resolved*

*0 = Implementation not in accordance with RAP*

## 6.e Remedial Action Construction (RAC)/Start-up, Source Removal (SR) or Short Term RA (Injection)

**N/A = Scope of Work did not include RAC, SR or Injection**

**2 = Completed in accordance with RAP**

**1 = Minor problems which were all resolved**

- PRP Inspector issues (not minor) identified but were address in a timely manner
- Start-up checklist items missed

6.e continued





# Quality and Technical Competence

6.e. The contractor implemented remedial action in accordance with the approved remedial action plan, rules and applicable program guidance.

*2 = Consistently*

*1 = Limited implementation concerns, all resolved*

*0 = Implementation not in accordance with RAP*

continued

## 6.e Remedial Action Construction (RAC)/Start-up, Source Removal (SR) or Short Term RA (Injection)

**0 = Not completed in accordance with approved RAP**

- Undersized or oversized equipment
- Violation of UIC/NPDES/Air/OSHA/MOT requirements/regulations
- Did not address issues raised by PRP Inspectors





# Quality and Technical Competence

6.f. The contractor proposed site closure when the closure criteria in rules and applicable program guidance were met.

*2 = Yes*

*1 = Only after prompting by Department*

*0 = Site closure was not proposed even though warranted or appropriate*

## 6.f Site Closure

**This question is Not Applicable (N/A) unless the site qualifies for site closure.**

**2 = Report proposed No Further Action/Site Closure when appropriate**

**1 = Site Manager needed to tell the contractor that the site qualifies for closure**

**0 = Contractor did not propose closure when warranted**

- If the contractor proposed closure but the site does not qualify for closure
  - Select N/A (not applicable) for this question
  - This action should be addressed under question 6.b-e since the work product was not in accordance with rules and applicable program guidance.





# Documentation - Comments

## **Name/Date of Supporting Documentation Used for Ratings:**

- **Project Timeliness**
- **Invoicing**
- **Reports**
- **Communication**
- **Cost Control**
- **Quality and Technical Competence**
- **Contractor Performance Evaluation Survey (Owner Survey)**

**Enter comment on each line to justify the score. Include dates of deliverables, invoices, notification, communication etc. This information should allow the reader (contractor or management) to understand why the rating was given.**





**??? QUESTIONS ???**

**Kyle Kilga**

**850.245.8855**

**[Kyle.Kilga@dep.state.fl.us](mailto:Kyle.Kilga@dep.state.fl.us)**