



LSSI SITE MANAGER GUIDE

Revised 06/16/21

Standard Operating Procedures

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1.0 Procedural and Technical Guidance

The intent of this Low-Scored Site Initiative Standard Operating Procedure is to provide more specific guidance and instruction to site managers, industry staff, and property owners or other interested parties. Specifically, this LSSI SOP is structured to cover procedures from applying for the LSSI program through closure of a program eligible (state funded) petroleum discharge.

The overall governing procedures and legislative authority regarding LSSI is discussed in the [LSSI Procedural and Technical Guidance](#). Nothing in this LSSI SOP is intended to modify or supersede the information presented in the [LSSI Procedural and Technical Guidance](#).

2.0 LSSI Funding

Funding for any one site is limited to no more than \$35,000 for assessment, and an additional amount of no more than \$35,000 for limited remediation if the assessment and/or limited remediation will likely result in a determination of “No Further Action”. These funding caps are limited to the assessment and limited remediation phases, respectively. Groundwater monitoring, well abandonment, site restoration, disposal of investigative waste derived from LSSI activities (if required), and administrative costs to attain closure such as title work and surveying for conditional closure, may be associated with the assessment or limited remediation phases, and is the only work that may draw from either funding cap.

3.0 Statutory Timeframes

State funded assessment and limited remediation activities shall be completed no later than 15 months after the date on which the initial LSSI work order is fully executed, and, when appropriate, may be followed by up to 12 months of groundwater monitoring. The limited remediation portion of the work must be completed within 12 months of the issuance of the work order to complete the limited remediation. These timeframes must be adhered to and are reflected in the Periods of Service specified for a given work order. In some cases, it may be necessary for a site manager to manually adjust a Period of Service End Date by editing the LSSI Work Order page to include a hard date for the Period of Service End Date to ensure that timeframes are not exceeded.

In some instances, it may be necessary to utilize the 12-month monitoring period to perform activities to finalize closure of a discharge. Permissible activities include, well abandonment, site restoration, disposal of investigative waste derived from LSSI activities (if required), and administrative costs to attain closure such as title work and surveying to satisfy conditional closure criteria.

Due to statutory timeframes (15 months to complete assessment and remediation), the FDEP will utilize the Interim Source Removal (ISR) provisions in Chapter 62-780 to the greatest extent possible to design and implement remediation strategies.

4.0 Closure Endpoints

Upon approval of a property owner’s or responsible party’s voluntarily request to participate in state-funded LSSI assessment or remediation, those individuals are agreeing to accept a LSSI NFA should the site qualify for such closure while undergoing a state-funded LSSI assessment and/or remediation project. Therefore, site managers should not continue to fund activities at a site once the LSSI NFA criteria are

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met. Exceptions may include authorizing funds for well abandonment, site restoration and disposal of investigative derived wastes. However, these activities must be funded and completed prior to the issuance of a LSSI NFA Order.

Property owners and responsible parties sometimes request that LSSI funding continue after LSSI NFA criteria have been met in order to pursue a Site Rehabilitation Completion Order (SRCO) pursuant to Rule 62-780.680(1). However, these subsequent activities may not be funded because the discharge(s) have already met LSSI NFA criteria.

4.1 Monitoring Well Transfer Agreements

If a property owner or responsible party wishes to perform self-funded activities in order to pursue a SRCO, they may do so. However, the site manager shall issue a LSSI NFA Order closing out the applicable discharge(s). If necessary, the site manager may also need to prepare a [Monitoring Well Transfer Agreement](#) in order to transfer ownership of any monitoring wells installed using LSSI or other PRP funding and that are required for voluntary self-funded activities to continue.

5.0 Property Owner / Responsible Party Communication

As with any site managed by the PRP, clear and consistent communication with a property owner or responsible party is required to ensure that all interested parties are in agreement with the assessment or remediation approach. Many sites that are assessed or remediated under LSSI are also undergoing a property redevelopment or prospective purchase where timelines and accuracy of information are of significant importance. In addition, time and funding limits imposed by statute for LSSI assessment, remediation and monitoring further the necessity to update interested parties on a regular basis.

Property owners and responsible parties are also sometimes interested in contributing funds to complete required assessment, remediation or monitoring activities when LSSI funds are insufficient to reach closure. Therefore, prior to denying initial or continued funding for LSSI activities because it is apparent that LSSI funds will be insufficient to complete the required activities, site managers should contact the property owner or responsible party to explore other funding options. Pursuant to the PRP [Communication Plan](#), all communications should be documented on a PRP [Communication Log](#).

6.0 LSSI Application, Contractor Selection and Proposal Submittal

6.1 LSSI Application and Contractor Selection

Effective September 17, 2019, LSSI Applications must be accompanied by a Site Access Agreement and a cost proposal proposing the assessment, remediation or monitoring activities to reach closure under LSSI. The current [LSSI Application & Contractor Selection Sheet](#), includes directions on how to submit a LSSI proposal.

If the site owner elects for the FDEP to select a contractor on the LSSI Application form, then the FDEP will select either a PRP Agency Term Contractor or a PRP Contractor through an informal request for quote in accordance with Rule 60A-1.002,F.A.C.

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6.2 LSSI Proposal Requirements

Please refer to the [LSSI Procedural and Technical Guidance](#) for information related to the PRP's expectations for LSSI proposals. In addition, the [LSSI Proposal Checklist](#) is available to assist with the generation and review of LSSI proposals.

6.3 LSSI Cost Estimate

The FDEP's LSSI process utilizes a master template workbook in which the cleanup contractor and the site manager build up all of the components of a LSSI work order using the actual unit prices not to exceed the maximum compensation schedule or the fixed cost templates. Where such unit prices are not applicable, the scope of work and costs are built up on the backup spreadsheet in the template workbook and/or established based on quotes from subcontractors or vendors in response to bid specifications provided by the cleanup contractor. Most LSSI work orders and their associated template workbooks are comprised of a combination of specified numbers of unit cost prices and Fixed Cost Templates plus non-fixed estimated time and materials built up on the backup spreadsheet and subcontractor/vendor cost quotes (based on multiple competitive quotes if at or above the \$2,500 threshold). LSSI Maximum Compensation Rates are depicted in the [Template Breakdown](#); [Labor Categories](#); [Template Equipment Kit Rate Schedule](#); [Labor Rate Schedule](#); [Lab Rate Schedule](#); [Drilling Rate Schedule](#); and [Template Descriptions and Use](#).

The template workbook contains six individual event template worksheets in order to allow up to six separate field events and their associated billing points. This workbook and invoice system is most effective when each field event is placed on a separate template worksheet.

At no time shall the entire work order amount or template workbook amount be considered a fixed price or lump sum cost.

Additional information related to using the template workbook is presented in Section 8.3.

7.0 General Information for Site Managers

7.1 Priority Score Requirements

A site must have a priority score of 29 points or less in order to receive LSSI funding. In addition, only sites scored 29 points or below can be closed using the LSSI No Further Action (LSSI NFA) criteria. Program eligibility is not required in order for an applicant to propose closure of a petroleum discharge using LSSI NFA criteria. However, program eligibility is required to receive LSSI funding.

7.2 Eligibility Program Funding Caps

Monies expended under LSSI do count against eligibility program funding caps (PLRIP and PCPP). Therefore, site managers must confirm that sufficient funds remain in the eligibility funding cap(s) for each discharge that is proposed to be assessed or remediated using LSSI funds. Funds that exceed the amounts remaining in a given eligibility program funding cap should not be authorized even if the LSSI funding cap for a particular site has not been fully expended.

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7.3 Program Deductibles

Deductibles associated with program eligibilities (ATRP, PLRIP, PCPP) are not required to participate in LSSI. In addition, program deductibles are fully waived under LSSI and are not required to be paid at any time during the LSSI process (including closure of a discharge).

Cost shares, as well as the submittal of a Limited Contamination Assessment Report (LCAR) associated with PCPP eligible discharges are also waived and are not required in order for a program eligible discharge to receive LSSI funding.

If a discharge cannot be closed through the LSSI process, program deductibles, cost shares and LCAR submittals will be required when work is resumed at the site under priority score order.

7.4 Consent Orders, Site Rehabilitation Funding Allocation and Settlement Agreements

Funding under the LSSI is limited to sites with discharges eligible for an Inland Protection Trust Fund petroleum cleanup program (EDI, ATRP, IVP, PLRIP, PCPP). Discharges addressed in consent orders, settlement agreements or Site Rehabilitation Funding Allocation (SRFA) agreements will be handled on a case-by-case basis and will be subject to the terms of the respective document. If a LSSI work order is issued for a site with an existing Site Rehabilitation Funding Allocation (SRFA) agreement due to an ineligible discharge, the terms and conditions (including any cost share) specified in the agreement, shall be applied. Funding for LSSI will not be authorized while SRFA negotiations are underway.

7.5 Fiscal and Technical Considerations

While a site may meet the priority score and other administrative requirements to participate in LSSI, not all sites are good candidates to receive LSSI funding. Managers reviewing LSSI proposals should not only consider whether the proposed assessment or remediation activities are sufficient to reach closure, but also whether the required activities can be completed within the funding limits of LSSI. If the required work cannot be completed within the LSSI funding limits, LSSI funding should not be authorized.

Historical data plays a key role in determining the proposed assessment and/or assessment activities. In addition, this data may result in a site being denied approval for LSSI funding. While the age of the historical data must be considered, in some cases, the historical data demonstrates that the known extent of contamination is too extensive to assess and/or remediate within the LSSI funding limits. Historical data may also already demonstrate that the reported contamination will prevent a site from meeting closure criteria. In these instances, LSSI funding should not be authorized.

7.6 Annual Participation Limits

LSSI funding is limited to 10 sites in each fiscal year for each responsible party or property owner. This does not preclude a site owner from participating in the LSSI for a site that has a responsible party which has already met its 10 site limit; nor does it preclude a responsibly party from participating in the LSSI for a site if the site owner has already met the 10 site limit.

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7.7 Multiple Discharges

Property owners and responsible parties applying for LSSI funding may propose assessment and remedial activities to address one or more eligible discharges at a site. However, it is important to note that LSSI funding is limited to each site and not for each discharge. Therefore, no more than \$35,000.00 can be spent assessing a site and no more than \$35,000.00 can be spent towards remediating a site under LSSI, regardless of how many discharges have been reported.

8.0 Site Management

8.1 Proposal and File Review

Upon assignment of a site being considered for LSSI funding, the site manager must review the PRP's site file in order to determine if the proposed activities are appropriate. As stated in Section 6.2, the [LSSI Procedural and Technical Guidance](#) contains information related to what the PRP expects in regards to the content of a LSSI Proposal.

Reviewing a proposal for LSSI funding is no different than negotiating a scope of work for other types of PRP sites. However, due to the limited funding and timeframes specified by statute for LSSI sites, it is important for site managers to place an emphasis on cost and efficiency when negotiating a LSSI work order. Work orders should be structured in a way that each event of the template allows for an evaluation of whether continued funding under LSSI is appropriate as well as provide corresponding invoicing points for the cleanup contractor. Contingent events should not be authorized if it is apparent that closure cannot be attained based on data reported from a prior event.

The goal of the LSSI is to close discharges. Therefore, LSSI work orders should be negotiated in such a way that a site manager has a high degree of confidence that the proposed activities can result in closure. While it is understood that there is no guarantee that the data resulting from the proposed assessment and/or remediation activities will result in closure of one or more discharges at a site, the proposed scope of work, incorporating any historical information, should be sufficient to demonstrate that the related discharges will be adequately assessed or remediated so that if the resulting data supports a No Further Action Proposal (NFAP), a closure can be issued.

As with any negotiation, changes to the cleanup contractor's proposed scope of work should be clearly communicated and documented in the site file.

8.1.1 LSSI Candidate Determination

As discussed in Section 7.5, site managers are responsible for ensuring that a site is a good candidate for receiving LSSI funds. Sites that have existing data which already indicate that all LSSI NFA criteria cannot be met (and cannot be resolved within the financial or time limitations of LSSI) should not be funded through LSSI. In these instances, site managers must communicate their findings to the cleanup contractor in order to provide the contractor an opportunity to review and comment on these findings. If all parties agree that a site is not a good candidate for LSSI funding, the proposal should be returned to the cleanup contractor and the property owner using the [Proposal Return](#) letter.

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8.1.1.1 Nonresponsive Timeframe

It is often necessary to request additional information to complete a LSSI work order. Items such as revised subcontractor quotes or soil and groundwater sampling maps are commonly requested based on slight changes to proposed scopes of work. These requests should be requested in writing and documented in the site file. Any subsequent revisions received must also be included in the site file for future reference. It has been the PRP's experience that cleanup contractors may not respond to these requests in a timely manner or in some cases, not at all. When requesting additional or revised information to complete a LSSI work order, the site manager should specify a due date for this supplemental information. If a cleanup contractor has not responded within 90 days of the initial request for additional information, the site manager should return the proposal using the [Proposal Return](#) letter. The letter should document the reasons for the return and include references to the request(s) for additional information and lack of response to these requests.

8.2 LSSI Work Order Creation

The LSSI work order represents the agreement between the FDEP and the cleanup contractor to perform a scope of work and submit at least one deliverable at a specified cost. Without this authorization, the contractor cannot receive payment for the work. The LSSI work order is not considered fully executed until the signature block has been completed by all parties and the original has been returned to the FDEP.

The LSSI work order description should concisely and precisely state the scope of work that is to be performed in the work order. The description should reference a specific cost proposal by the date of the proposal and also reference any changes to the proposal.

All LSSI work orders shall be generated using the work order module in STCM with an accompanying [LSSI Template Workbook](#) (Microsoft Excel format). Much of the data entry in the STCM work order is linked with other areas of the STCM/PCT database resulting in increased efficiency and consistency. See the [STCM Work Order Forms User Guide for LSSI](#) for more information.

LSSI work order packages must include the following:

- STCM work order page (including any supplemental pages describing the work to be performed)
- Terms & Conditions
- Applicable pages of the template workbook;
- Risk Assessment
- Monitoring Plan
- Delegation Memorandum
- Selected (low bidder) subcontractor quotes (if applicable); and
- Figure(s) showing proposed soil borings, monitoring wells (to be installed and/or sampled), area of excavation, etc.

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The corresponding LSSI proposal submitted by the property owner or their selected contractor and any subsequent information requested and received to support the LSSI work order must be uploaded to the site file (OCULUS) for reference by subsequent reviewers.

8.3 Using LSSI Template Workbook

As discussed in Section 6.3, the FDEP utilizes a [LSSI Template Workbook](#) to build up all of the components of a LSSI work order. The workbook also allows for the scope of services to be broken down into multiple events allowing for interim report submittal, data and cleanup progress evaluation, and cleanup contractor invoicing. If multiple events are included in the template workbook and the contractor intends to invoice following completion of each event, an interim report is required to support payment. Only one invoice is allowed per event. Therefore, contractors should not request partial payments be made on an individual event unless the items/costs not being invoiced are being reduced out due to agreed upon reductions to the event's scope of work.

Formal deliverables are not always required for these interim submittals and therefore, payment for these deliverables is also not always required. In many cases, the field notes, sampling logs, manifests, site sketches showing sampling locations, and other documentation that a cleanup contractor has already completed in order to properly document the work that was completed can be submitted to support payment of an invoice. In these instances, it is not necessary to select a corresponding reporting item in the template workbook in order to compensate the cleanup contractor's submittal of this information. However, if the site manager is requesting that the cleanup contractor provide a written evaluation of the data, it is appropriate to provide compensation for a more formal deliverable.

8.3.1 LSSI Template Line Items

Site managers and cleanup contractors should refer to the information in the following LSSI Maximum Compensation Schedules & Supporting Information when preparing the proposed scope of work. These documents include the [Template Breakdown](#); [Labor Categories](#); [Template Equipment Kit Rate Schedule](#); [Labor Rate Schedule](#); [Lab Rate Schedule](#); [Drilling Rate Schedule](#); and [Template Descriptions and Use](#). The fixed cost templates and maximum rate schedules are considered the "maximums" for those items, therefore lower rates/costs can be proposed by a contractor in order to maximize LSSI funding.

8.3.2 Backup Spreadsheet

The scope of the activity may be too variable or the activity too infrequent to allow a *Fixed Cost Template* to really be useful. For these situations, the site manager should use the backup spreadsheet for cost estimating (see below).

- 1) Label each subtask of the backup spreadsheet with a clear description of the activity. This spreadsheet will be included as backup to the LSSI work order.
- 2) Per diem has been allocated in each of the Template Equipment Kits, with the exception of the In-House RA Construction kit. The oversight kit and oversight allowance used for the whole day oversight category have the option of independently selecting the appropriate number of days of per diem and kit or allowance (without *per diem*), so it is not necessary (or allowed) to add it in a backup spreadsheet.

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- 3) Complete the buildup of non-templated activities (including labor, rental equipment, etc.) on the backup spreadsheet and transpose the backup spreadsheet total to the template worksheet.
- 4) When using Template Equipment Kits in the backup spreadsheet, use the rates in the [Template Equipment Kit Rate Schedule](#). You should then multiply kit use by the number of field hours for one person divided by ten (e.g., the kit price for 8 field hours would be $8 \div 10 = 0.8 \times$ kit price). As outlined at the top of the kit schedule, these template rates are subject to reduction for extended weekly or monthly use.
- 5) The personnel categories and rates allowed for any particular task must be commensurate with and justified by the actual duties to be performed. While some contractors may choose to assign a variety of different tasks to their senior professional and upper management staff, it is not appropriate to authorize corresponding personnel rates when that level of expertise is not warranted (i.e., sampling, maintenance, traffic control, general oversight, etc.). Conversely, if higher level personnel are justified and necessary for a specific task, the higher rates may be allowed.

The most common use of the backup spreadsheet under LSSI is to authorize hours for the cleanup contractor to oversee soil sampling and/or monitor well installation performed by direct-push technology (DPT). The cost authorized on the backup spreadsheet for this task is typically comprised of the Mid-level Professional (Field Geologist) and Upper-level Technician labor categories, as well as appropriate equipment kit rental (soil assessment and/or monitoring well installation) costs. The number of labor hours authorized is typically commensurate with the number of days that the low-bid DPT subcontractor estimates on their quote to complete the scope of work. The FDEP considers a full day to be 10 hours of actual onsite time (excludes lunch breaks and other downtime). For example: a DPT subcontractor estimates that it will take 1.5 days to advance 150 feet of soil borings and install 3 monitor wells to 12 feet below land surface. The corresponding entries on the backup spreadsheet to estimate the contractor’s oversight and kit costs would be entered as shown in *Table 1*. Note that in this example, both a soil assessment kit and a monitor well installation kit were included due to both activities being performed. For simplicity, each kit was estimated to be required for 50 percent of the time onsite. Therefore, each kit was prorated based on 7.5 hours.

Labor Category	Estimated Hours	Equipment Kit Rental	Prorated Kit Costs
MLP	15	Soil Assessment Kit (2 person) <i>\$630.65 prorated @ 7.5 hours</i>	472.99
ULT	15	Monitor Well Kit <i>\$690.41 prorated @ 7.5 hours</i>	517.81
Total Labor Hours:	30	Total Equipment Rental:	990.80

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The estimated hours would be transferred to the appropriately labeled column of the backup spreadsheet and the estimated total equipment kit rental costs would be entered in row #7 of the backup spreadsheet (also under the appropriately labeled column).

Work Order #: 2017-95-W9565C	Subtask A <u>DPT Oversight (Soil boring and MW installation)</u>
FDEP Facility ID#: 708565482	Subtask B _____
Site Name: Example Site	Subtask C _____
Contractor: Environmental Contractor	Subtask D _____
FDEP Site Mgr: FDEP Manager	Subtask E _____
W/O Description:	
Date: August 16, 2017	

Labor Rate	Personnel Category	Event Template					
		Totals	A	B	C	D	E
\$30.33	MLP	15.0	15.0	0.0	0.0	0.0	0.0
\$25.49	ULT	15.0	15.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
\$0.00		0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL HOURS	30.0	30.0	0.0	0.0	0.0	0.0
	1) Bare Labor Cost	\$837.30	837.30	0.00	0.00	0.00	0.00
	2) Project Management (line 1)	15.0% \$125.60	125.60	0.00	0.00	0.00	0.00
	3) Indirect, Overhead, G&A, Fee (lines 1 & 2)	194.0% \$1,868.02	1868.02	0.00	0.00	0.00	0.00
	4) Total Labor Cost	\$2,830.91	2,830.91	0.00	0.00	0.00	0.00
	5) Equipment Rental	\$0.00	0.00	0.00	0.00	0.00	0.00
	6) Other Direct Costs (lines 1 & 2)	10.0% \$96.29	96.29	0.00	0.00	0.00	0.00
	7) Soil Kit & MW Kit (2 person @ 7.5 hrs)	\$990.80	990.80	0.00	0.00	0.00	0.00
	8) CONTRACTOR SUBTOTAL	\$3,918.00	3,918.00	0.00	0.00	0.00	0.00
	9) Per Diem	\$0.00	0.00	0.00	0.00	0.00	0.00
	10) Extra Vehicle	\$0.00	0.00	0.00	0.00	0.00	0.00
	11) Personal Protection Equipment	\$0.00	0.00	0.00	0.00	0.00	0.00
	12) Other Subcontractors	\$0.00	0.00	0.00	0.00	0.00	0.00
	13) Sub Handling Fee (line 12)	10.0% \$0.00	0.00	0.00	0.00	0.00	0.00
	14) Equipment Purchase	\$0.00	0.00	0.00	0.00	0.00	0.00
	15) Equip Purchase Fee	10.0% \$0.00	0.00	0.00	0.00	0.00	0.00
	16) SUBCONTRACTOR SUBTOTAL	\$0.00	0.00	0.00	0.00	0.00	0.00
	17) TOTAL PRICE (less retainage)	\$3,722.10	3,722.10	0.00	0.00	0.00	0.00
	18) RETAINAGE	5.0% \$195.90	195.90	0.00	0.00	0.00	0.00
	19) TOTAL PRICE (including retainage)	\$3,918.00	3,918.00	0.00	0.00	0.00	0.00

(Note: Subtask totals do not automatically populate templates)

Template-060112-Standard.xls

Note that the oversight hours and oversight kits are subject to proration based on the number of staff and hours actually used by the contractor to complete the work. The contractor must submit a revised Backup Spreadsheet along with their invoice adjusting for any reduced hours. The site manager must confirm that the number of hours being invoiced is supported by the contractor’s field notes and logs provided. The number of days authorized for a DPT subcontractor are also subject to proration based on the actual number of days that were required and documented by field notes and/or logs. However, DPT subcontractor proration is calculated to the nearest half-day. Under no circumstances should a site manager authorize additional oversight hours, kits, or DPT subcontractor costs over and above those authorized in the work order without a fully executed change order approving those increases.

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8.3.3 Laboratory Sampling Parameter Table

The sampling parameter table included in the template workbook is designed to account for soil, groundwater and air samples that may be authorized in conjunction with a LSSI scope of work. Several of the more commonly used analytical parameters and methods are prefilled for ease of use. However, site managers may edit these parameters or methods as necessary. However, the site manager must ensure that the selected laboratory is certified to perform the analysis by the method specified. This information must be included in the cleanup contractor’s proposal and/or accompanying laboratory certification statement.

The sampling parameter tab includes spaces to enter the location of the proposed soil (e.g., SB-1 @ 5 ft bls) or groundwater (e.g., MW-1) location. Once the location is specified in the sampling parameter table, the site manager then enters the corresponding number of analysis required at a given location. It is permissible to lump multiple locations into a single row and enter the same number analysis under the respective column headings.

The table will subtotal the number of individual analysis and the corresponding costs of soil, groundwater and air samples for each event. The table also sums the overall laboratory analytical costs for each event. These event totals are automatically carried over to Section G:1 of each event template. The site manager should enter the name of the selected laboratory in the column labeled *Comments / Notes* in each event template.

8.3.4 Risk Assessment

The Risk Assessment tab of the template workbook should be completed by the site manager when the work order template is created. The basic information about the respective site is pre-populated and the remaining criteria can be filled out by the site manager during work order creation.

Due to the priority score, the statutory funding thresholds, and nature of the work performed under LSSI, the majority of work orders issued should fall into the low to moderate risk categories. If a Site Manger determines that a higher risk category may be appropriate, that determination should be discussed with the respective section’s Team Leader prior to finalizing the Risk Assessment.

8.3.5 Monitoring Plan

To better assist site managers with ensuring that appropriate steps are taken to develop and execute a work order, as well as document subsequent performance and contract compliance, a Monitoring Plan is incorporated into the template. Refer to the Monitoring Plan tab for additional details.

8.3.6 Delegation Memo

In cases where the site manager is absent from the office, a delegation memo is included in the work order template workbook to authorize Team Management staff to review and approve contract related deliverables, invoices and other documents that would normally be approved by the site manager. The basic information about the site is pre-populated from the Data Entry tab and a copy of the memo should

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be included with the work order and also accompany any documents that were executed by Team Management staff in the absence of the site manager.

8.4 Subcontractor Procedures

Prices for subcontractor services must be procured in a manner to assure that the FDEP is paying a competitive price for a service or product. These prices may be provided by soliciting bids or quotes. A subcontractor handling fee is added to these prices by the template workbook.

8.4.1 Requesting Subcontractor and Vendor Quotes

Three quotes or informal bids should be evaluated for cost and adherence to the required specifications for subcontracted goods and services. With the exception of subcontractor quotes that are provided solely through Maximum Rate Schedules, subcontractor costs equal to or greater than \$2,500 require a minimum of three written quotes. Unless the quoted price or unit rates appear to be too high based on similar quotes, multiple quotes are not required for items costing less than \$2,500, although one written quote is required. Non-response by a solicited subcontractor typically does not count as a quote, but if the commodity or service being sought is highly specialized, the site manager may accept the non-responsive or no-bid as one of the required three written quotes. Copies of all written quotes, including non-responsive quotes or no-bids, must be included in the cost proposal. In addition, it may be necessary to provide the information sent by the contractor to solicit the quotes from their subcontractors to ensure that all subcontractors were equally aware of the goods and services that they were being asked to provide a quote for. Contractors must submit this information to the site manager upon request. Each written subcontractor quote must include contact information such as the name of the person providing the quote, phone number and address.

For subcontracted services requiring mobilization to the site, due to the significant added cost for travel, it is not reasonable for the cleanup contractor to solicit quotes from vendors located outside the local area or region if capable vendors exist locally. The site manager may request additional quotes if they feel that capable local vendors exist and have not had an opportunity to provide a more competitive price.

8.4.2 Drilling, Well Installation and Direct-Push Technology Subcontractor Quote Forms

To ensure consistent reporting and comparison of costs, specific FDEP Subcontractor/In-House Quote Forms have been developed for hollow stem auger, mud rotary and sonic drilling as well as a separate form for drilling activities to be performed by Direct-push Technology (DPT). These quote forms must be used when the related activity is being performed either by the prime contractor or a subcontractor.

All quotes for hollow stem auger, mud rotary and sonic drilling up to 100 feet must be submitted using the [LSSI Drilling Quote Form](#). Quotes for drilling activities that will be completed solely or in part by DPT, must be submitted on the standardized [Direct Push Technology Quote Form](#). No quote will be accepted unless the subcontractor or in-house contractor entity uses the appropriate drilling or direct push quote form.

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In addition, for activities that do not include the use of DPT, the [LSSI Drilling Rate Schedule](#) may be used. The LSSI Drilling Rate Schedule is comprised of maximum unit rates for common drilling activities performed by rigs capable of hollow stem auger, mud rotary and sonic drilling. This rate schedule may also be used for drilling performed by a DPT rig. However, if the scope of work includes use of the DPT hammer only or a combination of DPT and auger attachment, the daily DPT rig rate applies and one or more quotes are required using the LSSI Direct Push Technology Quote Form, though costs can be added for well screens, risers and completions. If the drilling quote is provided using the LSSI Drilling Rate Schedule, then the requirement to obtain three written quotes is waived. However, if the rates of LSSI Drilling Rate Schedule are increased, or if significant costs are added through the use of the “other” category, or if the site manager determines that those “other” costs/rates are unreasonably high based on the costs/rates quoted for similar scopes of work.

Applicable well installation contractor oversight templates may apply to drilling and well installation activities using DPT rigs with an auger attachment only (no DPT). However, in all cases, the FDEP must use the drilling method that provides the most cost effective means of authorizing the drilling and oversight costs. Contractor oversight for drilling or DPT activities may be built up for one person or two persons on the backup spreadsheet of the template workbook, together with the appropriate equipment kit(s) (soil assessment or MW installation) and a one person or two person mobilization. The Whole Day Oversight templates in Section C of the event templates should not be used to authorize drilling, well installation or DPT costs.

8.4.3 Verify Accuracy of Quotes

Review all subcontractor quotes for consistency with the scope of work, costs shown by subcontractor, and the cost proposal. The site manager should verify that all subcontractor quotes include all items listed in the scope of work. For example, check to see that split-spoon sampling is listed on each quote if soil sampling is required during well installation. If multiple quotes are required and all subcontractors have not provided quotes for the same scope of work, then the contractor needs to clarify the scope to the subcontractor and solicit new quotes. Occasionally, it may be possible for the site manager to use unit rates provided in the quotes to adjust all of the quotes to the same scope of work. All such modifications should be communicated to the prime contractor in order to request acceptance of the modifications from the applicable subcontractor(s). If it is not possible for a site manager to adjust a subcontractor quote based on the information provided on the quote, and the prime contractor and/or subcontractor does not respond to the request for an updated quote, then that subcontractor’s quote should be considered non-responsive.

If the subcontractor quotes do not appear to reflect the same scope of work, then you should also request copies of the quote solicitations to verify that all subcontractors were provided a quote solicitation for the same scope of work. If there is any discrepancy among the solicitations, then the contractor should obtain new quotes using the correct scope of work.

Be sure to verify that the contractor has not added a markup to the subcontractor’s estimate. If the contractor has added a markup, you need to determine the amount of markup and back it out because the LSSI template workbook automatically calculates the markup. Shipping and handling and sales tax can be added to the quote amount if these charges are appropriate.

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8.4.4 Low Quote

The contractor should always use the lowest quote from those who responded to their request. Occasionally a contractor will recommend someone other than the lowest bidder. This recommendation may be accepted if the contractor has a good reason for not wanting to give the work to the low bidder. Good reasons include prior poor performance, inability to meet the required schedule or an inaccurate response (which is technically a non-responsive bid). Prior poor performance is only a good reason if the quote was requested before the contractor became aware of the poor performance, and must be accompanied by documentation demonstrating this poor performance. Otherwise, contractors should not solicit bids from someone who has not performed well in the past. The contractor's preference is not a good reason, nor is a claim that one of the higher estimates is a 'better deal' for a particular reason.

8.4.5 Switching Subcontractors

Contractors must secure the FDEP's prior consent (see below) to use a first tier subcontractor or vendor on a work order if the cost is \$2,500 or more or for first tier subcontractors and vendors to further subcontract, assign or transfer any work that costs \$2,500 or more. This consent is given automatically upon work order execution for the subcontractors and vendors specified in the work order. However, sometimes it is necessary for the contractor (or the first tier subcontractor or vendor) to use a subcontractor or vendor other than the one authorized in the work order or to use a subcontractor when they originally proposed using in-house assets. In these situations, as outlined in the terms and conditions of the LSSI work order, the following apply:

- 1) If the services or goods has an original cumulative Work Order cost of \$2,500 or more and are not covered by a fixed cost template or maximum compensation schedule, the contractor must secure prior written permission from the FDEP for a change to a new first tier subcontractor or vendor using the change order form. In addition, no first tier subcontractor or vendor awarded work under a LSSI work order shall further subcontract, assign or transfer any work that costs \$2,500 or more without the prior written consent of the FDEP using the change order form. All requests from first tier subcontractors or vendors to the FDEP for prior written approval must be made through the prime contractor.

If the subcontractor or vendor that provided the lowest quote initially is not able to provide the services or goods, or the prime contractor has demonstrated good reason not to use them, then the next lowest bidders in sequence can be selected without the need to re-solicit new quotes if their quote is within 5% of the of the low quote or they agree to match the low quote price. If neither of the other bidders will agree to these terms, then a new solicitation must be performed. Under no circumstances should the FDEP authorize switching to another subcontractor or vendor that was not part of the original solicitation unless all of the original bidders refuse to agree to these terms and a new solicitation is performed.

Switching subcontractors without the required FDEP's prior authorization will be considered a breach of terms and conditions of the LSSI work order and will result in forfeiture of payment for the associated work. A change order is not required in order to switch subcontractors if the subcontractor's quoted cost is less than \$2,500. However, prime contractors must ensure that any replacement subcontractors are

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fully qualified to perform the scope of services and will honor the quote provided by the original subcontractor or vendor.

8.4.6 What to do When the Contractor Offers a Service (In-House)

Some contractors are capable of providing their own “in-house” personnel and equipment to perform commonly subcontracted services. The contractor’s price for the service must be competitive. However, they can rarely obtain valid estimates from their competitors. Therefore, unless the FDEP determines that the proposed in-house costs are high based on similar scopes of work, additional quotes are not required when this is the case. The contractor should provide a detailed breakdown of their estimate and use standardized quote forms when applicable. The site manager will then have to make an independent evaluation of the cost based upon similar services performed for the FDEP.

This exemption from the quote requirement does not apply to rented or leased equipment, subcontracted labor, or materials and supplies (including existing contractor inventory) used by the contractor in conjunction with their “in-house” service. Such items are not considered to be “in-house” and are subject to the requirements for any other subcontractor or vendor outlined in this section.

If the site manager is unfamiliar with what the costs should be, then they should contact the Team Leader for assistance. If the contractor’s estimate is not competitive, then they should be given the opportunity to make any necessary adjustments. If their price is still not competitive, then they must solicit three quotes for the services. The site manager will then use the subcontractor with the lowest quote to do the work. At this point, the contractor is not allowed to further adjust their in-house bid or simply use the low bid as their in-house price. If the contractor is not the low bidder, then the low bidder must be awarded the work. However, if the contractor’s quote is the lowest price after evaluating the three quotes, then the work must be awarded to the contractor and the contractor costs shall not be subject to adjustment unless there is a change in the scope of work, similar to any other selected subcontractor who has the lowest of multiple quotes.

The contractor is not allowed to add the subcontractor handling fee to the services they provide. The cost for their services must be added to the contractor portion of the template worksheet on the appropriate *In-House Services* line. Contractors must disclose any ownership interest or affiliation that their company may have with any of their subcontractors or vendors in writing to the site manager, preferably in their cost proposals, prior to execution of the LSSI work order. Partially or wholly owned subsidiary companies or businesses shall be handled as “in-house.”

8.5 Work Order Execution and Routing

Once a site manager compiles the contents of the LSSI work order package as described in Section 8.2, the site manager should route the package to their Professional Geologist or Engineer for a final technical review and for signature. Once approved by the technical reviewer, the work order package should then be routed to the Team Leader for review and approval. Following Team Leader approval, the work order package is routed to FDEP management for final approval to encumber the authorized LSSI funds. The LSSI proposal must be uploaded to OCULUS at this point for evaluation by subsequent reviewers.

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To finalize execution of the work order, the site manager will send the entire work order package to the contractor for their review and signature. Once the contractor sign and returns the work order to the site manager, the site manager will notify the contractor in writing that the work order has been fully executed and notify the contractor of the work order Period of Service start and end dates. At this point, the work order is fully executed and the contractor may begin work.

8.6 Field Work Notifications

Contractors are required to provide written notice of all planned field activities to the site manager. This written notice is required to be provided at least 7 days in advance on any field activities. Due to the limited period of service under the LSSI and potential scheduling difficulties, site managers may allow exceptions to the 7 day notification requirement. However, these exceptions should only be allowed if the contractor provides legitimate justification for the shorter notification period or changes to the originally scheduled field dates.

All field notifications received by the site manager must be forwarded to field inspection personnel so that the field work can be added to the field inspection schedule. It is particularly important to notify field inspection personnel of any field work cancellations or schedule changes so that schedules can be adjusted accordingly. All field notifications must be emailed to PRPInspector@dep.state.fl.us.

Field notifications must include the following information:

- FDEP Facility ID number (including county code);
- Facility address;
- Field work to be performed (i.e., well installation, groundwater sampling, etc.);
- Date(s) and times of planned field activities;
- Work order / change order number
- Electronic copies or OCULUS links to work orders, change orders and other pertinent documents related to the field activities being performed and inspected; and
- Any site-specific information (additional photos, site measurements, etc.) that the site manager may need while the Field Inspector is onsite.

If it is crucial for an inspector to be present, the site manager should also specify this request along with the field notification so that the Field Inspectors can prioritize the site visit.

If field work must be performed outside of normal office hours or on a weekend, it is not appropriate for site managers to tell the contractor not to work at a certain time or on a certain day. However, performing field work at times when the site manager cannot be reached may cause difficulties due to the frequent necessity to discuss field data, finalize final sample locations, etc. In cases where field work is being performed outside of normal business hours, the site manager and contractor should finalize as much of the work scope as possible before the field work begins. Site managers should also advise contractors that they are taking the risk that they may not be able to readily reach the site manager and that any standby time incurred as a result will not be approved. In addition, change orders due to unforeseen issues at a site may not be able to be processed outside normal business hours. Therefore, site managers should notify contractors that if unforeseen changes result in work not being able to be

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completed without a change order, additional mobilizations to return to the site and complete the scope will not be approved.

8.7 Change Orders

At any point after a LSSI work order is executed, a change order may be necessary to adjust the scope of work or timeframe of a project. In all cases, these changes must be documented and approved on an official change order.

A change order may be initiated and drafted by either the contractor or the site manager. However, contractors must obtain a fully executed and approved change order, before exceeding any scope of work. Failure to do so will mean that the FDEP will not be able to pay for that out-of-scope work.

8.7.1 Change Orders for Deliverable Time Extensions

Change orders submitted for time extensions must be supported with sufficient justification to allow the additional time requested. Due to the limited timeframe available under LSSI, site managers must not approve time extensions that are not warranted or that may impact the ability to complete LSSI activities (current and future) within statutory timeframes. Change orders including time extensions must be signed and approved by the site manager prior to the original deliverable due date's expiration. Time extensions that are submitted after the deliverable due date or change orders not signed by the site manager on or before the deliverable due date cannot be approved and will result in appropriate reductions to the contractor's retainage payment.

Note that if a change order includes both a deliverable time extension and a cost increase, it may be necessary to complete two separate change orders to avoid the deliverable due date(s) from lapsing while the changes to the scope of work and associated costs are being negotiated.

8.7.1.1 Period of Service Extensions

Due to the statutory timeframes required under LSSI, the Period of Service of a LSSI work order cannot be extended.

8.7.2 Change Orders for Scope of Work and Cost Adjustments

Any changes to the scope of work and authorized costs must be clearly documented and supported in the change order packet. Specifics regarding the alterations to the original scope of work or additional work required must be clearly stated in the change order description (additional pages may be added if required) and any adjustments to the costs of the project should be clearly itemized in the applicable sections of the change order and supported by the documentation attached to the change order.

While it is not required to itemize cost reductions that will be realized in a change order, it may be required to do so in order to document that the overall approved LSSI costs remain below the statutory LSSI assessment or remediation funding thresholds (\$35,000 for each phase). If the change order results in a net-positive cost, the site manager must itemize the amounts previously spent (or authorized if a contractor has not previously invoiced) under LSSI on the change order so that subsequent reviewers can

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verify that the site manager has ensured that the additional costs being sought under the change order will not result in authorizing funds above the statutory LSSI funding thresholds.

8.7.3 Change Order Completion, Routing and Execution

Once a change order has been negotiated between the site manager and the contractor, the change order form should be completed to accurately reflect the changes to the scope that are necessary and any backup information attached to support the requested changes. The extent of backup documentation required is dependent on the extent of the proposed changes but the change order packet will typically mimic the contents of the original LSSI work order. Change order packets typically include the following information:

- *Change order form signed by both the site manager and contractor;
- *Copy of the fully executed LSSI work order signature page;
- Modified template workbook pages;
- Backup Spreadsheet;
- Sampling Parameter Table;
- In-house or subcontractor quotes; and
- Map(s) showing monitoring well locations, sample locations, etc.

**Required document*

The following should also be noted on the change order:

- “LSSI-SA” or “LSSI-RA” in the upper right-hand corner of the change or to specify that the change order is associated with assessment or remediation funding; and
- Period of Service End Date

As with LSSI work order, completed change order packets must be forwarded to the site Professional Geologist/Engineer as needed for technical review, the Team Leader and to FDEP Management for final approval before forwarding to the contractor for their review and signature. Upon receipt of the fully signed change order, the change order is fully executed and the work authorized in the change order can be initiated.

8.8 Site Inspections

Site managers are encouraged to perform site inspections, particularly while field work is ongoing. Site inspections provide a unique opportunity to make observations regarding a site’s layout, identify any potential access limitations, and observe the site’s subsurface conditions first-hand. All field inspections must be documented using the [Field Inspection Summary Form](#).

Site managers should email PRPInspector@dep.state.fl.us if they plan on being onsite so that a field inspector does not duplicate the oversight.

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8.9 Field Communication

Due to the funding limits imposed by statute for LSSI activities, it is often necessary for site managers and contractors to discuss site specific information and data collected while field work is ongoing. This communication helps to ensure that the data collected under each field event is maximized in order to reduce the likelihood of incurring additional mobilization costs and to ensure that both the site manager and contractor agree with the work that is ultimately completed. In addition, clear and consistent communication between the contractor and site manager while field work is underway can help facilitate a field change order should additional activities outside the original scope of work be required, also reducing the need to incur additional mobilization charges at a later date.

8.10 LSSI Deliverables and Reports

Each LSSI work order must include at least one deliverable to document that the work was performed as described in the LSSI work order and any subsequent change orders and to demonstrate that the work was performed in accordance with all applicable statutes, rules, standard operating procedures and related guidance. Without this documentation, site managers cannot approve a contractor's invoices requesting payment for work performed. Most LSSI work orders include multiple events resulting in multiple deliverables. The reports not only provide data and information that can be used to base future cleanup decisions but they also provide an opportunity for contractors to invoice for the work completed to date. Site managers should consider both of these aspects when developing their scopes of work.

8.10.1 Event Deliverables

As described above, it may be appropriate to require that the contractor submit a deliverable at the end of each event of a LSSI work order. The type of deliverable required for each event is dependent upon the work that is being tasked in that event and the level of reporting that the site manager requires to evaluate the sites progress. However, in most cases, the only deliverables that are required to evaluate progress at a LSSI site are copies of the field notes and logs already completed by the contractor while they are in the field performing or overseeing the work. Examples of these deliverables include but are not limited to: field notes documenting the general activities and the times that the contractor arrived and departed from a site, soil boring and sampling logs, groundwater sampling logs, well construction logs, weight tickets and disposal manifests, laboratory reports and chains of custody, and site maps showing sample locations, excavation boundaries, etc. These deliverables along with the contractor's interim conclusions and recommendations can be readily provided by the contractor following completion of an event and also provide the information that a site manager requires to evaluate a site's progress as well as authorize payment of the related costs.

Other examples of event deliverables may require tasking the contractor to complete a more formal report. An example of this type of report is a quarterly Natural Attenuation Monitoring Report where the contractor would be compensated to provide a detailed interim report summarizing the work completed at the site, tables and figures summarizing and illustrating the data as well as conclusions and recommendations signed and sealed by a qualified professional. These types of event deliverables should only be authorized and tasked when it is necessary to have a higher level of detail in order to make future cleanup decisions.

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8.10.2 Final Deliverables

Regardless of whether a LSSI work order includes individual event deliverables, each LSSI work order must include a final deliverable in order for a site manager to determine if the work was satisfactorily performed and for an invoice to be approved. As with individual event deliverables, the type of final deliverable tasked is dependent upon the work that was performed and the level of data presentation and evaluation that the site manager requires for a site.

The most common final deliverables tasked under LSSI are the LSSI Site Assessment Report (SAR), Supplemental SAR, Source Removal Report, and the Natural Attenuation Monitoring or Post Remedial Action Monitoring Report. These reports are typically provided at the end of each phase of a LSSI site's progress depending on how much work is ultimately required to reach closure.

8.10.2.1 Site Characterization Screening

Each LSSI work order that includes a LSSI SAR as the final deliverable will require that the Site Characterization Screening information be entered into STCM. The site manager will not be able to enter the approval date of a LSSI SAR into the STCM reports screen until the SCS information is entered and saved.

Unless the contractor and site manager believe that additional data is required to confirm one or more fields of the SCS STCM screen, once the SCS information is entered following submittal of the initial LSSI SAR, it is advisable to not specify a LSSI SAR as a future deliverable, as this will require that the SCS information be entered again into STCM. If additional assessment is required to refine the remediation approach, the site manager should consider requiring a Supplemental Site Assessment Report as the final deliverable of a subsequent LSSI work order.

8.10.3 Deliverable Due Dates

Due dates must be established for all deliverables tasked under LSSI. Site managers should evaluate the level of effort required to complete the task and discuss the timeframe with the contractor prior to establishing the due date(s). Activities such as permitting and obtaining offsite access may require additional time before field work can be initiated. These delays should be considered by the site manager. However, due to the limited timeframes statutorily mandated for completing LSSI assessment, remediation and monitoring phases, site managers should not authorize due dates that may prevent LSSI work from being completed within these timeframes.

8.10.4 Site Manager Turnaround Times

As stated in Section 3.0, there are strict timeframes required by statute to complete LSSI assessment, remediation and monitoring phases. Therefore, it is important for site managers to quickly and efficiently complete their deliverable reviews so that cleanup progress can be evaluated and any future work can be completed. See the [PRP Report Turnaround Times](#) document for common deliverables.

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9.0 LSSI Remediation

A site may be considered for LSSI remediation funding by either the property owner submitting a LSSI Application and a stand-alone cost proposal or, more commonly, following the completion of a LSSI Site Assessment. In either scenario, the proposed remediation strategy and associated costs must be thoroughly evaluated in order to determine that the limited remediation is cost-effective and will likely result in achieving closure of the associated discharge(s) following completion of the remediation phase or post-active remediation monitoring.

If continued funding for remediation is proposed following completion of a LSSI assessment, the conclusions of the LSSI SAR must demonstrate that the site does not currently qualify for LSSI closure and that additional remediation is necessary for the site to qualify for closure. The LSSI SAR must also include a conceptual remediation design with appropriate figures, calculations, and estimated costs for FDEP to review.

If a stand-alone proposal is submitted for LSSI remediation based on historical assessment data, the proposal must include a detailed summary of the site's historical data that supports the recommendation to implement remediation using LSSI funding.

9.1 LSSI Remediation Work Order

If the FDEP agrees with the recommended remediation strategy a work order will be prepared which will include the following:

- a. A pre-Limited Remediation teleconference to discuss the conceptual remediation strategy. The contractor should use the data and the figures from the Assessment Report to illustrate and justify their proposed strategy. The contractor shall provide details of the proposed remediation strategy including the location of any proposed treatment points and the depths and areas of any proposed excavation. The costs for this teleconference should be built up on the Backup Spreadsheet of the LSSI work order template and be supported by a written teleconference summary provided by the contractor as the deliverable. Typically, 1 hour for an Upper Level Professional and 1 hour for a Mid-level Professional is authorized on the backup spreadsheet for this task.
- b. A LSSI Limited Remediation Plan and cost estimate. The LSSI Limited Remediation Plan should include an evaluation of closure options including any controls needed to obtain the selected option. Costs for the LSSI Limited Remediation Plan tasked in the LSSI work order will be based on the level of effort required. The Limited Scope Remedial Action Plans (Level 1 and 2) are typically authorized for this task.
- c. Implementation of the remediation strategy will be done with a change order. Any costs associated with a professional land survey or specific purpose survey, if such is needed, and the costs associated with obtaining a title report and recording fees should be identified and submitted for approval in a change order.

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d. A Limited Remediation Implementation Report documenting what was implemented including all appropriate tables/figures/appendices required to document the work performed and support the conclusions and recommendations. For example, a Source Removal Report can be authorized for this task if a soil source removal is conducted.

10.0 Invoicing

Invoices are required for the payment for work performed as authorized in the executed LSSI work order. The contractor cannot invoice for partial payments of an event. The Deliverable Schedule on each of the event templates indicate the documentation that is required before payment of the invoice can be approved.

Enter changes into the template workbook only for any events that are being invoiced or have been previously invoiced. The invoice form will only reflect changes for those events or billing points that are being (or were previously) invoiced. Entering changes in templates not yet invoiced will cause problems when reconciling and may result in a delay or rejection.

Contractors should submit the invoice to LSSI_Invoices@dep.state.fl.us where it is date stamped, logged into STCM, and immediately routed to the site manager for review and approval. An invoice must either be processed, have a clock stop, or be returned within 5 business days of receipt by the FDEP or within 5 business days from the date the deliverable was accepted, whichever is later. Note that deliverable sufficiency acceptance must be completed within 5 business days of receipt of the deliverable. An invoice is not considered received by the FDEP until a correct invoice is received by PRP Accounting.

Invoices must be identified by a unique number for that work order that does not exceed 9 characters in length (FLAIR database restriction). Invoices submitted with the same number as a previous invoice for that work order are treated as a duplicate and cannot be processed. Contractors that choose to include the same primary number on their invoices such as a job number should add a unique suffix such as -a, -b, -c or -1, -2, -3.

Contractors must submit invoices to the FDEP within 30 days of the FDEP's written acceptance of each deliverable. As stipulated in the LSSI work order terms and conditions, failure to submit invoices within this timeframe may result in the forfeiture of retainage and/or the unpaid balance of the work order. The site manager shall send a [Notice of Intent to Unencumber Remaining Invoice Balance](#) Letter to the contractor with a 15 day deadline prior to forfeiture of unpaid balances.

10.1 Required Invoice Components

The invoice packet submitted by the contractor is made up of one original invoice form and one copy of the necessary attachments.

The following items are required for every invoice:

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- 1) The Invoice completely and correctly filled out and signed by an authorized representative of the contractor (*original and electronic signatures are both acceptable*).
- 2) A copy of the original LSSI work order (excluding terms and conditions), one complete set all recent event templates showing all changes to the event(s), and a copy of the backup spreadsheet.
- 3) Copies of all signed change orders for costs or time extensions associated with the events being invoiced. These copies do not have to be provided for subsequent invoices.
- 4) Copies of all subcontractor/vendor invoices for all amounts included in the event(s) being invoiced. These must be dated prior to the contractor's invoice date, and between the Period of Service (PoS) Start Date and PoS End Date.
- 5) Copies of all in-house invoices included in the event(s) being invoiced that are not otherwise covered by a fixed cost template, backup spreadsheet, or maximum rate schedule.
- 6) A copy of the Delegation form if invoice is signed by anyone other than the Site Manger (see section 8.3.6).

The final invoice must also include a completed Contractor Release of Claim Form with signatures of the contractor representative. This Release of Claim Form is included in the template workbook.

10.2 Invoice Processing

The FDEP has five working days from the receipt of an invoice to approve it. Therefore, if an invoice is submitted prior to the approvals of the associated deliverable(s), the site manager must perform a sufficiency review of the portions of the deliverable (e.g., field notes, sampling logs, etc.) that apply to the work being invoiced within the five-day time frame to determine that the work being invoiced was performed as scoped in the LSSI work order, and that the work was performed correctly, before approving the invoice.

The site manager has three choices for what action to take on an invoice and such action must be taken on the invoice within the five business day time frame. The site manager may either 1) approve the invoice for payment, 2) stop the clock on the invoice because it is incomplete or inaccurate (see Section 10.2.1– *Stopping the Clock*), or 3) return the invoice (see Section 10.2.2 – *Returning Invoices*). There are no other acceptable actions and no excuses for delays in processing are valid.

10.2.1 Stopping the Clock

If the invoice packet or associated deliverable is not complete, then the site manager should request the information from the contractor and stop the clock until the information is received. The contractor has ten (10) business days to provide the requested information. To stop the clock, the site manager crosses out the stamped receipt date and enters the date and reason why the clock is being stopped in the designated portion of the Invoice form. They then attach the invoice cover page to an email to PRP Accounting (PRP_Accounting@dep.state.fl.us) and request that the clock be stopped. Once the required information is received, the site manager should date stamp the supplemental information received and

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manually enter the new received date in the designated portion of the form. The new received date then becomes the “date complete invoice received” in the approval section of the invoice.

If the clock is stopped because the invoice page needs to be replaced, mark through the original invoice page diagonally and write/type “Void”. The voided invoice page should remain in the invoice packet. When the new invoice page is received, the stamped received date of the new invoice page becomes the “date complete invoice received” in the approval section of the invoice. Replacement invoice pages may be emailed directly from the contractor to the site manager for insertion into the invoice packet.

If deficiencies in the invoice or associated deliverable(s) are noted by the site manager and supplemental information is requested and received but the clock is not stopped, the “date complete invoice received” should continue to match original stamped received date of the invoice and the site manager’s turnaround time is calculated from the original invoice receipt date.

Notification of all stop clocks, including voided and returned invoices, must be provided to PRP_Accounting@dep.state.fl.us promptly with ‘stop clock, work order number and invoice number’ in the subject line. Include an attached a legible scanned copy of the Invoice form showing the stop clock date and reason.

10.2.2 Returning Invoices

If the contractor cannot submit the documentation required to resolve the invoice or deliverable deficiencies within ten (10) business days, then the site manager should return the invoice. To do so, mark through the original invoice page diagonally, write/type “Void”, and return with a cover letter explaining specifically why the invoice is being returned. PRP_Accounting@dep.state.fl.us must be copied on the return letter. The voided invoice page should remain in the invoice packet. The site manager may also email the contractor this notification but PRP Accounting must be copied on the email and a copy of the voided invoice must be attached. The contractor can then resubmit a new corrected invoice with the required information.

10.2.3 Invoice Verification and Approval

The site manager is responsible for verifying and approving the invoice amounts, including all changes shown on the invoice. Changes must be recorded on the template worksheet in the appropriate categories. If the contractor does not include a copy of the template workbook in the invoice packet, the site manager should ask the contractor to provide the template before proceeding with invoice processing. All required backup information should be included, including labor hours and, if necessary, vendor invoices and subcontractor invoices. Note that the PRP Accounting has requested that only dark colored ink should be used when signing or entering hand written information and no white out or color highlights should be applied to any of the documents in the invoice packet.

If anything on the Change Order & Invoice form as submitted by the contractor has been changed, PRP Accounting must have documentation that the contractor was notified of and concurs with the change. Therefore, the site manager must date and initial all manual changes, and enter the required information in the Manual Invoice Corrections portion of the Change Order & Invoice form, including the name of the site manager making the change, the name of the contractor representative approving the change, the date of approval, and the method of communication.

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10.2.4 Invoice Form Review Dates

Due to the contractual requirements of the work order and subsequent review by the PRP Accounting and the State Comptroller’s Office, it is important to be as accurate as possible when entering the key invoice dates on the bottom portion of the Change Order & Invoice form, including the date complete invoice received, date(s) services rendered and the date services approved. The dates services rendered should always occur within the period of service of the LSSI work order. In addition, the end date of the “Date(s) Services Rendered” should not be later than the invoice date. Lastly, the “Date Services Approved” must not be before the end date of the “Date(s) Services Rendered”

11.0 Financial Consequences and Retainage

If the contractor fails to perform the required scope of work, fails to perform the work in a satisfactory manner, or makes misrepresentations to the FDEP, then payment for that work will be forfeited and retainage for the entire work order will be forfeited. Failure to perform includes, but is not limited to, failure to submit the required deliverable or failure to provide adequate documentation that the work was actually performed. In accordance with Section 376.3071(6), F.S., contractors who fail to perform the terms of a work order is subject to being barred from further participation in the Petroleum Restoration Program.

If a deliverable (including an addendum or Response to Comments) is submitted after the due date for, the retainage will be forfeited based on the receipt date of the deliverable as outlined below.

1. If the deliverable (report and response to comments) is received within 7 days of the due date then retainage for the report (section H) will be forfeited.
2. If the deliverable (report and response to comments) is received more than 7 days past the due date then retainage will be forfeited for the entire event associated with the deliverable.

To calculate and document the retainage forfeited, navigate to the appropriate event tab within the template workbook and scroll to section H of the event. To the right of the template is the retainage worksheet where the forfeited retainage items can be calculated per report. The calculation for the event is subtotaled below the worksheet for each event and totals for all events listed on the Forfeited Retainage and Invoice tabs of the template workbook.

The Retainage Totals table can be printed from the Forfeited Retainage tab in order to include with each invoice to document forfeited retainage as the work order is invoiced through.

12.0 Unencumbering funds from a Work Order

If for any reason, a work order will not be executed (has not been signed by the contractor and returned to the FDEP), an Unencumbrance Memo is not necessary. In this instance, please email Derrick.Woodard@dep.state.fl.us and Russell.Rhodes@dep.state.fl.us to cancel in STCM.

If invoices have been received, an adjustment will be made by PRP Accounting unencumbering the remaining balance in STCM. The site manager must complete the [Unencumbrance Memo](#) and send to PRPNonATCInvoices@dep.state.fl.us stating the amount and reason for the unencumbrance, attach the front page of the work order and any documentation pertinent to the unencumbrance, and submit one

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original memo with documentation.