

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD CONTRACT  
CONTRACT NO. (GC###)**

This contract (the Contract) is entered into between the Florida Department of Environmental Protection (Department) and Contractor Name, Contractor Address (Contractor), a Company Type.

NOW, THEREFORE, the parties agree as follows:

**1. Scope of Work.**

The Contractor shall provide Petroleum Contamination Site Response Action Services, as described more fully in Attachment 3, Scope of Work, which was procured under DEP Solicitation No. 2024019.

**2. Duration.**

- a. Term. The Contract shall begin on the date of execution and continue until five (5) years thereafter , unless otherwise terminated.
- b. Renewals. This Contract may be renewed for a period of up to five (5) years, at the sole discretion of the Department.

**3. Contract Managers.**

Department's Contract Manager

Name: \_\_\_\_\_  
or successor

Address: 2600 Blair Stone Road

Tallahassee, FL 32399-2400

Phone: 850-245-8874

Email: \_\_\_\_\_

Contractor's Contract Manager

Name: \_\_\_\_\_  
or successor

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

#### 4. Attachments and Exhibits.

The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Terms and Conditions for Competitively Procured Contracts
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Scope of Work
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: BAFO Rate Negotiation Sheet – Final Rates
<input type="checkbox"/> Attachment 6: Technology Standards
<input type="checkbox"/> Attachment 7: Contractor’s Proposal (RFPs Only)
<input checked="" type="checkbox"/> Attachment 8: BAFO Key Personnel (ITNs Only)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: General Contract Conditions – PUR 1000
<input checked="" type="checkbox"/> Exhibit B: Subcontractor Utilization Report Form
<input checked="" type="checkbox"/> Exhibit C: Contractor Affidavit/Release of Claims Form
<input checked="" type="checkbox"/> Exhibit D: Quality Assurance Requirements for Contracts
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: PUR 1808 – Common Carrier or Contracted Carrier Attestation Form
<input type="checkbox"/> Exhibit G: Non-Profit Organization Compensation Form
<input checked="" type="checkbox"/> Exhibit H: PUR 1355 – Foreign Country of Concern Attestation Form
<input checked="" type="checkbox"/> Exhibit I: Forced Labor Attestation Form

  

<input checked="" type="checkbox"/> Additional Exhibits (if necessary):
<input checked="" type="checkbox"/> Exhibit J: Scope of Work Appendix
<input checked="" type="checkbox"/> Exhibit K Contract Payment Requirements

#### 5. Compensation.

- a. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed unit rate and cost reimbursement basis for the completion of services as specified in the Scope of Work.
- b. Reimbursement for costs shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Category</u>
<input type="checkbox"/>	Salaries
	Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	Other direct Costs
<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses, as outlined in Attachment 3
<input type="checkbox"/>	Travel, in accordance with Section 112

- c. Department shall authorize all work assignments by Task Assignment Notification Form (TA) or Task Assignment Change Order Form (TACO).
- d. Contractor, or its subcontractors if authorized under this Contract, shall not commence work until either a TA/TACO has been fully executed, by both Department and Contractor.
- e. In the event services are required that are within the general description of the Scope of Work, but are not specifically identified by name, the Department and Contractor reserve the right to negotiate Task Assignments covering performance of those required services only if there is established pricing in the Contract and such services do not expand the Scope of Work.

- f. Release of Claims. Upon payment for satisfactory completion of any portion of the services performed, the Contractor shall execute and deliver to the Department a release of all claims against the Department arising under, or by virtue of, the services, except claims which are specifically exempted by the Contractor to be set forth therein using Exhibit C, Contractor Affidavit/Release of Claims Form. Receipt by the Department of the Contractor's Release is a condition of final payment under this Contract. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment or settlement upon termination of this Contract shall not constitute a release or waiver of the Department's claims against the Contractor, or the Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

IN WITNESS WHEREOF, this Contract shall be effective on the date indicated above or the last date signed below, whichever is later.

**CONTRACTOR NAME**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**

By: \_\_\_\_\_

*(Authorized Signature)*

By: \_\_\_\_\_

Secretary or Designee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name and Title of Person Signing

\_\_\_\_\_  
Print Name and Title of Person Signing

FEID No. ##-#####

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Terms and Conditions for Competitively Procured Contracts**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Contract, including any Attachments and Exhibits referred to herein and/or attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Except that subsections 257.058(a)-(i), F.S., are incorporated by reference where applicable. Any terms and conditions included on Contractor's forms or invoices shall be null and void.

**2. Contract Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Contract, the order of precedence for interpretation of the Contract is as follows:
  - i. Standard Contract
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Contract
  - iii. Attachment 1, Terms and Conditions for Competitively Procured Contracts
  - iv. The Exhibits in the order designated in the Standard Contract
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Contract Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Contract Manager is designated by either party after execution of this Contract, notice of the name and contact information of the new Contract Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Contract Manager does not require a formal amendment or change order to the Contract.
- d. If Contractor desires to change subcontractor(s), the requested change including the name and contact information of the new subcontractor(s) must be submitted in writing to the Department for approval. A change in subcontractor(s) does not require a formal amendment or change order to the Contract. No vendor will be approved as a subcontractor who is also a contractor with an Agency Term Contract for Petroleum Response Action Services, a Division Administrative Services Contract, or PRP staff augmentation services contract for site management.
- e. This Contract may be amended only by a written agreement between both parties. Amendments shall be based on availability of funding. A change order may be used when there is
  - (1) changes in deliverables due dates that do not change the overall Contract term or increase in the deliverable price or Contract amount; or
  - (2) changes in the price of an individual deliverable in cost reimbursement Contract when the overall Contract amount does not change.All other changes shall be done through a formal amendment.
- f. There is no minimum amount of work guaranteed as a result of this Contract. Any and all work assigned will be at the sole discretion of the Florida Department of Environmental Protection ("Department"). The Department reserves the right to assign different phases of Services on a specific site to different contractors.

In addition to other termination provisions in this Contract, the Department reserves the right to suspend or terminate the entire contract or any portion of this Contract or any other contract with the Department, if the Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any

litigation, administrative proceeding, or alternative dispute resolution. The suspension may last until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.

- g. All days in this Contract are calendar days unless otherwise specified.

### **3. Contract Duration.**

- a. Term. The term of the Contract shall begin and end on the dates indicated in the Standard Contract, unless extended or terminated earlier in accordance with the applicable terms and conditions.
- b. Renewals. Any renewals provided under the Contract must meet the requirements of section 287.058(1)(g), Florida Statute (F.S.), which is incorporated herein by reference. If the Standard Contract indicates renewals are available, the Contract may be renewed for those timeframe(s). All renewals are contingent upon satisfactory performance by Contractor and at the sole discretion of the Department. Renewals may be for the entire period or in increments.
- c. No new Purchase Orders or Task Assignments shall be issued or executed after term. However, the Contract shall continue in effect up to twelve months after expiration of the term for completion of any Purchase Order or Task Assignment issued/executed during the term. Purchase Orders or Task Assignments, completion of which, that extends beyond the term shall continue to be subject to change, as appropriate.

### **4. Deliverables.**

The Contractor agrees to render the services or otherwise provide deliverables as set forth in Attachment 3, Scope of Work and as otherwise set forth in this Contract. The services and/or deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Contract. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable.

### **5. Performance Measures.**

The Contractor warrants that:

- (a) the services will be performed by qualified personnel;
- (b) the services will be of the kind and quality described in the Scope of Work;
- (c) Any and all such equipment, products or materials necessary to perform these services, or requirements shall be supplied by the Contractor;
- (d) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices;
- (e) the services shall not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and
- (f) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes for work done at the Department or other location(s).

The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

### **6. Department's Oversight Team.**

- a. Pursuant to section 287.057, F.S., contractors for services of \$5 million or greater must meet with the Department's oversight team within thirty (30) days of formation of the team and meet with the oversight team at least once quarterly to respond to questions or requests for information from the oversight team.
- b. Contractors for services of \$10 million or greater must meet with the Department's oversight team within thirty (30) days of formation of the team and meet with the oversight team at least once quarterly to respond to questions or requests for information from the oversight team.
- c. The continuing oversight team may submit written questions to the Contractor concerning any items

discussed during a continuing oversight team meeting. The contractor must respond to the oversight team's questions within 10 business days after receiving the written questions. The questions and responses will be included in the contract file.

**7. Approval of Deliverables.**

- a. Approval Process. All deliverables must be received and approved in writing by the Department's Site Manager before payment.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Scope of Work, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Contractor's lack of satisfactory performance under the terms of this Contract. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Scope of Work will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Contract requirements. The Department, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Department. The Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable timeframe. The Contractor's efforts to correct the rejected deliverables will be at the Contractor's sole expense. The Contractor's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**8. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Scope of Work and/or Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of this Contract. None of the financial consequences for nonperformance in this Contract, as more fully described in the Scope of Work, shall be considered penalties.
- b. Invoice Reduction. See retainage section.
- c. Corrective Action Plan. If the Contractor fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. The Department request that the Contractor specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Contractor shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the proposed CAP has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above may result in the Department's termination of this Contract for cause as authorized in this Contract.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate this Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall preclude the Department from subsequently asserting any deficiencies in performance. The Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department's Contract Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency

in the performance of the Contract as specified by the Department may result in termination of the Contract.

**9. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Contract, the pricing per deliverable, and the billing procedures established by the Department, the Department agrees to pay the Contractor for services rendered in accordance with section 215.422, F.S. Contractor shall submit invoices to the Department within thirty (30) days after the date of the Department's written acceptance of each deliverable or the final deliverable specified in the Scope of Work Invoices and the appropriate documentation shall be submitted via email to the Department Contract Manager. Contractor's failure to submit invoices within this timeframe may result in forfeiture of retainage, suspension or termination of remaining work, or the Contractor's forfeiture of any unpaid balance for such deliverables.
- b. Vendor Rights. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing Problems in obtaining timely payment(s) from state agencies. The vendor Ombudsman may be reached at (850) 413-5516.
- c. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Contractor, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Contractor shall not use the Department's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract.
- d. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Scope of Work shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Contractor shall only invoice the Department for deliverables that are completed in accordance with the Scope of Work.
- e. State Funds. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information will be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- f. Multiple Payment Request. Contractor's submitted invoice shall represent a full account of the work done during each invoice period, and include all fees and costs claimed for work done during that period. Department's payment of an invoice shall constitute full payment and a final settlement of all of Contractor's claims for services provided during the invoice period. No subsequently asserted claims or invoices for services performed during a previously invoiced period will be payable by the Department.
- g. Partial Payments. Partial payments will not be made by the Department.
- h. Task Payments. Payments may be made by the Department upon completion of the individual task. Task payment request shall be submitted to the Department no later than thirty (30) calendar days following the approval of the task.
- i. Final Payment Request. A final payment request must be submitted to the Department no later than thirty (30) calendar days following the approval and completion date of the Contract.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.

- k. Interest Rates. All interest rates charged under the Contract shall be calculated on the prevailing rate used by the State Board of Administration. Interest payments of less than \$1 will not be issued unless Contractor requests such payment. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/Division/AA/Vendors>
- l. Limitation on Payment. Contractor shall not be compensated for services performed prior to execution of this Contract, for services performed following its termination, or suspension, nor for services that exceed the funding amount specified herein or in any amendment to this Contract. It is the Contractor's responsibility to know when the authorized compensation amount of the Contract will be reached. Contractor shall not perform, nor be compensated for, any services beyond the services described in the Scope of Work.

#### **10. Documentation Required for Cost Reimbursement Contracts.**

If Cost Reimbursement is authorized in the Standard Contract, the following conditions apply. To be eligible for reimbursement, costs and supporting documentation must be in compliance with laws, rules, and regulations governing agreements for services, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf> Invoices for cost reimbursement shall be supported by an itemized listing of expenditures by category (salary, travel expenses, etc.). Supporting documentation must indicate that the item was paid and indicate the date of service.

#### **11. Preferred Pricing Clause.**

The Preferred Pricing Clause of the PUR 1000, section 4.(b), is not applicable to the Contract.

#### **12. Step-in Rights.**

If the Contractor is in material breach of its obligation to perform any of the services under the Contract and fails to remedy such breach within ten (10) days after written notice of the breach from the Department, the Department, at its sole discretion, shall have the right to "step-in" (i.e., perform the work itself) or hire another contractor to perform these services. Contractor shall be liable to the Department for any fees or expenses that the Department may incur in exercising its step-in rights or securing a substitute provider to assume completion of those services.

#### **13. Notice of Default.**

If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, purchase order or task assignment, including, any of the events of default, the Department shall provide notice to the Contractor and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Contractor fail to perform within the time provided, the Contractor will be found in default, and the Department may terminate the Contract effective as of the date of receipt of the default notice.

#### **14. Events of Default Subject to the Notice of Default Provision.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following non-exclusive list of events, acts, or omissions, shall constitute events of default.

- a. The commitment of any material breach of this Contract by the Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- b. Failure to maintain adequate progress, thus endangering the performance of the Contract;
- c. Failure to honor any term of the Contract;
- d. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an



order revoking the certificate of authority granted to the Contractor by a state or other licensing authority;

- e. Failure to timely and fully pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Contract;
- f. Failure to comply with a preferred-pricing clause required by this Contract, if any, at the Department's discretion;
- g. Failure to maintain the insurance required by this Contract;
- h. Failure to maintain its qualified contractor status with the Department during the term of this Contract. In the event that Contractor's qualification status lapses, the professional engineer of record changes, the professional geologist of record changes, Contractor shall notify the Department within 1 business day of being notified that a lapse will occur and undertake steps to maintain/reinstate qualified status including providing updated professional engineer / professional geologist documentation of license prior to continuation of any executed Work Assignment or acceptance of any new Work Assignment. Failure to timely notify the Department shall result in the suspension of all Work Assignments and/or termination of this Contract.
- i. One or more of the circumstances below, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Contractor of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; and/or
  - iv. An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**15. Events of Default that Result in Immediate Termination.**

- a. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Contractor in this Contract or in its response to the solicitation;
- b. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- c. Department's good faith belief that failure to comply with the Employment Eligibility Verification requirements of this Contract has occurred; and
- d. Submittal of a Final Invoice with an affidavit certifying payment of a subcontractor, which was not paid.

**16. Indemnification.**

- a. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors;
  - ii. Contractor acknowledges that work performed under this Contract is invasive and Contractor shall perform due diligence to avoid causing damage; or
  - iii. the Contractor's breach of this Contract or the negligent acts or omissions of the Contractor.
- b. The Contractor's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Contractor (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and (3) assistance in defending the action at Contractor's sole expense.

- c. No provision in this Contract shall require the Department to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **17. Remedies.**

All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Department, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Department shall be entitled to injunctive and other equitable relief, including, but not limited to, specific performance, to prevent a breach, continued breach or threatened breach of this Contract. No remedy or election hereunder shall be deemed exclusive. A failure to exercise or a delay in exercising, on the part of the Department, any right, remedy, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### **18. Ownership of Documents.**

All plans, specifications, maps, computer files, databases and/or reports prepared or obtained under this Contract, as well as data collected together with summaries and charts derived therefrom, shall become the property of the Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available within 5 working days to the Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with chapter 119, F.S. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

#### **19. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
- b. Pursuant to sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

- public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Contractor shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or the antitrust violator vendor list during the life of the Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

## **20. Employee Eligibility.**

Effective January 1, 2021, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to section 448.095, F.S. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), F.S. and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor shall immediately terminate the contract with the subcontractor.

## **21. Compliance with Federal, State and Local Laws.**

- a. The Contractor and all its agents shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Contractor shall include this provision in all subcontracts issued as a result of this Contract.
- b. Contractor and its subcontractors and agents also must comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
  - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs

on the basis of age in the delivery of services or benefits);

- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092 .01), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Contract shall be governed by and construed in accordance with the laws of the State.
  - d. Any dispute concerning performance of the Contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Contract will be in the courts, and venue will be in a court of competent jurisdiction, in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

## **22. Scrutinized Companies.**

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- b. If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **23. Lobbying and Integrity.**

The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between the Contractor and the State, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Contractor shall comply with sections 11.062 and 216.347, F.S.

## **24. Record Keeping.**

The Contractor shall maintain books, records, and documents directly pertinent to performance under this Contract in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following the completion date or termination of the Contract. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to

the Contract. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **25. Audits.**

- a. Inspector General. This Contract is subject to a post performance audit by the Department's or State's Inspector General. The Contractor understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing regarding the Contract. The Contractor will comply with this duty and ensure that its Subcontracts issued under this Contract, if any, impose this requirement, in writing, on its sub-Contractors.
- b. Physical Access and Inspection. Department personnel of a contracted Local Program or Team, shall be given access to and may observe and inspect work being performed under any Work Assignment under this Contract, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials or documents; and
  - ii. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Contract; and
  - iii. In a contract for services, Contractor shall provide access and documentation to the Department, within 10 business days of a request, to inspect the following:
    - Financial records, papers, and documents of the contractor that are directly related to the performance of the contract or the expenditure of state funds.
    - Programmatic records, papers, and documents of the contractor which the public agency determines are necessary to monitor the performance of the contract or to ensure that the terms of the contract are being met.
  - iv. Contractor shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Contract.
- c. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Contract pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of Contractor's multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Contractor must provide the additional proof within thirty (30) calendar days of such request.

## **26. Independent Contractor.**

The Contractor is an independent contractor and is not an employee of the Department. The Contractor is an independent contractor and is not an agent of the Department unless stated otherwise in this Contract and only for the very narrow purpose stated therein.

## **27. Improvements to Real Property.**

No state funds will be provided under this Contract for the purchase of or improvements to real property.

## **28. Guarantee of Parent Company.**

In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Contractor. Please refer to Conflict of Interest section 63. If the sale results in a parent company having multiple Agency Term Contracts, the Department will terminate the additional contract(s).

## **29. Headings.**

The headings contained herein are for convenience only, do not constitute a part of this Contract and shall

not be deemed to limit or affect any of the provisions hereof.

### **30. Interpretation of Contract.**

- a. Where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; unless otherwise indicated references to Rules are to the adopted rules in the Florida Administrative Code; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; unless otherwise indicated references to sections, appendices or schedules are to this Contract; words such as "herein," "hereof" and "hereunder" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; references to Persons include their respective successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and words of any gender used herein shall include each other gender where appropriate.
- b. Contractor acknowledges and agrees that it has independently reviewed this Contract with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the particular language of the terms. Accordingly, if an ambiguity in (or dispute regarding the interpretation of) this Contract shall arise, the Contract shall not be interpreted or construed against the Department, and, instead, other rules of interpretation and construction shall be used. If the Contract is competitively procured, the Contractor further acknowledges and agrees that it had the opportunity and obligation, prior to submission of its Response, to review the terms and conditions of this Contract and to bring to the attention of the Department any conflicts or ambiguities contained therein.

### **31. Modifications Required by Law.**

Department reserves the right to revise this Contract to include additional language required by Federal agency(ies) or other sources awarding funding to the Department in support of this Contract, if applicable, and to include changes required by Florida law or Administrative Code rule changes.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Contract.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Contractor, its agents, servants, and employees. The Contractor shall not disclaim its own negligence to the Department or any third party. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Contractor will specifically disclose that this Contract does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Contract.

### **34. MFMP Transaction Fee**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (Fla. Stat.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, Fla. Stat., shall be assessed the applicable Transaction Fee of the total amount of the payments received from the State or Eligible Users, as determined by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to

audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

### **35. Compensation Report.**

If this Contract is a sole-source, public-private agreement or if the Contractor, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Contractor must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

### **36. Execution in Counterparts.**

This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature.

### **37. Warranty of Authority to Sign.**

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

### **38. Insurance.**

- a. Proof of Insurance. Upon execution of this Contract, the Contractor shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Contract. For the duration of the Contract, the Contractor is responsible for furnishing to the Department proof of continued, applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.
- c. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Contractor cannot get adequate coverage, the Contractor shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage. The Contractor is responsible for and agrees to not conduct work under this contract when required insurance has been cancelled or has lapsed until the required insurance coverage has been reinstated.
- d. Insurance Requirements for Sub-Contractors. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether the Department has approved such subcontract or subcontractor. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, and shall include a release of any rights, claims or liabilities against the Department.
- e. Required Coverage. At all times during the Contract the Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Contractor shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Contract may be required elsewhere in this Contract, however the

minimum insurance requirements applicable to this Contract are:

- i. Commercial General Liability Insurance.  
The Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. The minimum limits shall be \$1,000,000 for each occurrence and \$1,000,000 policy aggregate.
- ii. Commercial Automobile Insurance.  
If the Contractor's duties include the use of a commercial vehicle, the Contractor shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$1,000,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$1,000,000	Hired and Non-owned Automobile Liability Coverage
- iii. Workers' Compensation.  
The Contractor shall provide workers' compensation, in accordance with Chapter 440, F.S. minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Contract.
- iv. Professional Liability Insurance.
- v. The Contractor shall provide professional liability insurance of at least \$1 million per occurrence and \$1 million annual aggregate.

The Contractor, at its own expense, shall cause to be listed all landowners or landowner's lessees, who request insurance coverage as part of signing a site access agreement that enables the Contractor to perform activities under this Contract, as additional insureds under the General Liability, Professional Liability and Automobile Liability coverages referenced above.

### **39. Payment and Performance Bonds.**

In lieu of retainage, Department may require the Contractor to provide executed bond(s) in the amount indicated below:

<u>Requirement</u>	<u>Amount</u>	<u>Bond</u>
<input type="checkbox"/>		Payment Bond
<input checked="" type="checkbox"/>	120% of the total anticipated cost of any Work Assignment	Performance Bond
<input type="checkbox"/>		Other

The bond(s) must name the Department as obligee and be issued by a surety acceptable to the Department.



#### **40. Hazardous Waste, Non-Hazardous Waste or Materials or Other Substances.**

Contractor shall be responsible for the proper storage, manifesting, and "cradle to grave" tracking of hazardous waste, non-hazardous waste or materials, or other substances of any kind which are directly or indirectly generated from the Contractor's performance under the Contract. Contractor shall not be regarded or required to be a generator, transporter, treater, storer or disposer of hazardous waste (as defined by section 403.703, F.S.), non-hazardous waste or materials, or other substances, that are present on or excavated from an assigned site pursuant to this Contract, unless specifically tasked to do so under a Work Assignment or unless Contractor undertakes directly to transport, treat, store or dispose (as defined by section 403.703, F.S. and rules of Department) of hazardous waste, non-hazardous waste or materials, or other substances generated from an assigned site. All other provisions hereof notwithstanding, the Contractor shall act as the direct representative for the Department in the signing of manifests for the management of hazardous waste, non-hazardous waste or materials, or other substances. Where appropriate, Contractor shall employ the services of licensed or certified subcontractors, for the transportation, treatment, storage, or disposal of said hazardous waste, non-hazardous waste or materials or other substances.

#### **41. Liquidated Damages.**

In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in the Scope of Work, the Contractor hereby covenants and agrees to pay liquidated damages to the Department as follows:

- a. The Contractor acknowledges that time is of the essence for all services provided under this Contract, and the actual damages to be suffered by late performance and the damages suffered by failing to meet the standards as outlined in the Scope of Work are incapable of accurate calculation. Therefore, the parties agree that it is in the parties' best interests to agree upon a reasonable amount of liquidated damages, which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages.
- b. In addition to any other provisions of this Contract, in the event that the deliverable identified in the Scope, is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that portion of the Work may be reduced by 0.5% per week for each week the deliverable is late, with the total amount of the liquidated damages not to exceed the total compensation amount of the Scope of Work deliverable.
- c. The date of submission of the deliverable shall be the date of receipt by the Department.
- d. If completion is or will be justifiably delayed due to reasons set out in the Force Majeure provisions of this Contract, the Department may provide for additional time to complete the delayed deliverable as evidenced by an Amendment.
- e. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and the Contractor is so notified and requested to respond, the Contractor shall furnish the required additions, deletions, or revisions in accordance with the Scope of Work at no additional cost to the Department.
- f. If the additions, deletions, and revisions are not submitted to the Department's Contract Manager in accordance with the Scope, the compensation stated for that portion of the services may be reduced 0.5% per week for each week that the requested deliverable is late, as specified. The total reduction shall not exceed the total amount of the deliverable.
- g. The Contractor's failure to respond to a request to correct the deliverable(s) will result in termination of the service and/or the entire Contract and forfeiture of any unpaid balance for such deliverables. Additionally, the Department, at its discretion, may re-assign future services.

#### **42. Contractor Performance Review.**

Department shall evaluate, with input from the responsible party and/or site owner, Contractor's performance, at least after completion of each Work Assignment under this Contract pursuant to Chapter 62-772, F.A.C. Contractor performance shall be considered prior to Work Assignment, renewal of this Contract.

#### **43. Retainage.**

The following provisions apply if the Department withholds retainage under this Contract:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Contract up to the maximum percentage described in Terms and Conditions. Retainage may be withheld from each payment to Contractor, pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Scope of Work. The Department shall provide written notification to Contractor of identified deficiencies and the Department's intent to withhold retainage, unless the deficiency is a late deliverable for which notification of withholding retainage is not necessary. Contractor's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Contractor.
- c. If Contractor fails to perform the requested work or fails to perform the work in a satisfactory manner, Contractor shall forfeit its right to payment for the work and the retainage called for under the entire Scope of Work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Contract is suspended.
- e. Except as otherwise provided above, Contractor shall be paid the retainage associated with the work, provided Contractor has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Contract.
- f. Department reserves the right to establish the amount and application of retainage on a Work Assignment basis to a maximum of 25%. Retainage shall be withheld from each payment to Contractor pending satisfactory completion of a Work Assignment and approval of all deliverables.
- g. Department reserves the right to withhold payment of retainage for Contractor's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Work Assignment. Department shall provide written notification to Contractor of identified deficiencies and Department's intent to withhold retainage on the Work Assignment. Contractor's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Contractor.
- h. If Contractor fails to perform the requested scope of work or fails to perform the work in a satisfactory manner, Contractor shall forfeit its right to payment for the work and the retainage called for in each individual task under the entire Work Assignment (as described in 2.A.). Failure to perform includes, but is not limited to, failure to submit the required deliverables by the specified due date or failure to provide adequate documentation that the work was actually performed.
  - i. For deliverables (reports and response to comments) submitted one (1) to seven (7) calendar days past the required due date, retainage will be forfeited on the amount of the Deliverable (report) pay item.
  - ii. For deliverables (reports and response to comments) submitted more than seven (7) calendar days past the required due date, retainage will be forfeited on the amount of the entire task associated with the deliverable
  - iii. No retainage shall be released or paid for work on an uncompleted Work Assignment while this Contract is suspended.

Except as otherwise provided above, Contractor shall be paid the retainage associated with a Work Assignment, provided Contractor has completed the work in an acceptable manner and submits an invoice for retainage held in accordance with Section 42.

#### **44. Quality Assurance Requirements.**

The Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet the

Scope's objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Contract must conform with the requirements set forth in chapter 62-160, Florida Administrative Code, and in Exhibit D, the Quality Assurance Requirements for Contracts.

**45. Nonassignability and Subcontracting.**

- a. Contractor shall not sell, assign, or transfer any of its rights, duties or obligations under this Contract, or under any Work Assignment issued pursuant to this Contract (Rights and Duties), without the prior written consent of the Department. Contractor shall remain liable for performance of its Rights and Duties, regardless of any assignment to or assumption by any third party, notwithstanding any approval thereof by Department. However, the Department may expressly release Contractor from any and all Rights and Duties through a novation accompanying an approved assignment. Department may assign Department's Rights and Duties but shall give prior written notice of its intent to do so to Contractor. The foregoing notwithstanding, Contractor hereby assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State.
  - i. Contractor shall not subcontract any work under this Contract, with the exception of those subcontractors authorized by the Department, without the prior written consent of Department's Contract Manager. No subcontractors will be approved for an entity with a contract for Division Administrative Services, PRP staff augmentation services for site management or for Petroleum Contamination Site Response Action Service (also known as the Agency Term Contract). If work is performed by a subcontractor without prior written consent of the Department's Contract Manager, this work will not be paid by the Department and the Department may at their discretion request a Corrective Action Plan. If, after the Corrective Action Plan is implemented, the Contractor continues to use subcontractors without prior written consent of the Department's Contract Manager, then the Department may terminate the Contract.
  - ii. Contractor may request to add or remove a subcontractor(s) by submitting the name of the proposed subcontractor change (and identifying the FEIN) in writing (by email or otherwise) to the Department's Contract Manager and copy PRP.Contracts@dep.state.fl.us. Such a request shall specify whether the proposed subcontractor change involves a related party (as that term is defined by the Financial Accounting Standards Board). Subcontractor request must be submitted by an officer of the Contractor, on its letterhead.
  - iii. The Department shall have ten (10) business days to review and respond to the request in writing. Proposed subcontractor changes to which the Department does not withhold consent within the time set out above, will have been deemed to be added or removed. The list of Subcontractors authorized by the Department to perform work for Contractor appears on the Petroleum Restoration Program's website ("Authorized Subcontractor List") at the following website: <https://floridadep.gov/waste/petroleum-restoration/content/atc-subcontractor-lists>. Regardless of authorization to retain subcontractors or assign work, Contractor remains responsible for all Work Assignments under this Contract.
  - iv. The Department may reject a proposed subcontractor change for cause including, but not limited to, Department's prior experience with subcontractor, subcontractor's legal status, or the subcontractor's reputation in the business community. Department shall notify Contractor of its refusal to consent to the request by notice as provided in the ATC. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
  - v. With regard to Work Assignments supported by quotes – subcontractors listed in such quotes will not be automatically added to the Authorized Subcontractor List (in paragraph 46.a.ii). No quotes from an entity with a contract for Division Administrative Services, PRP staff augmentation services for site management or for Petroleum Contamination Site Response Action Service (also known as the Agency Term Contract) will be approved. Upon issuance

of any Work Assignment based on such quote, all proposed subcontractors which have not previously been added to the Authorized Subcontractor List shall be provisionally authorized to work on the subject Work Assignment. Contractor shall require all such subcontractors to comply with requirements in paragraph 46.b. and 50.h.

- vi. If quotes are not received by the Department within forty-five (45) days of being requested, it is equivalent to the Contractor not accepting the Work Assignment and the work may be reassigned at the sole discretion of the Department.
- b. Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract, regardless of whether Department has approved such subcontract or subcontractor. Contractor shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under any subcontract. Any subcontracts made under or in performance of this Contract must include the same conditions specified in this Contract, with the exception of insurance requirements (paragraph 40), and shall include a release of any rights, claims or liabilities against Department. The level of insurance to be carried by subcontractors performing work under this Contract shall be at the discretion of Contractor.
- c. The terms of paragraph 50.h. below apply to any and all subcontracts for the performance of work under this Contract.
- d. Unless otherwise specified, all services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Department.
- e. The Department may, for cause, require the replacement of any Contractor's employee, subcontractor, or agent. Shall cause, includes technical or training qualifications, quality of work, change in security clearance, or non-compliance with an applicable Department policy or other requirement.
- f. The Department may, for cause, deny access to the Department's secure information or any facility by any Contractor employee, subcontractor, or agent.
- g. The Department's actions under paragraphs e. or f. shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Contractor shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- h. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- i. The Contractor shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- j. Contractor shall not subcontract any work under this Contract without the prior written consent of the Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon the Department's prior experience with subcontractor, subcontractor's reputation, or the Department's lack of adequate assurance of performance by subcontractor. Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.
- k. If subcontractors are used, the Contractor shall complete and submit Exhibit B, Subcontractor Utilization Report Form (Subcontractor Report) with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment.
- l. Contractor shall pay all subcontractors and vendors under this Contract within thirty (30) working days from the date of receipt of payment from the Department, in accordance with section 376.3071(6)(h), excluding the final payment which is addressed below in paragraph 46.n. If the

Contractor receives less than full payment from the Department for the services or goods of the subcontractors or vendors, the Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by the Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in subsection 287.0585(1), F.S.

- m. Contractor shall submit lien waivers or other documentation of payment from each subcontractor or supplier with each invoice where subcontractors or suppliers performed during the previous invoice period.
- n. In accordance with Exhibit C, Contractor Certification Release of Claims Form, all subcontractors must be paid in full prior to submittal of the final invoice.

#### **46. Personnel Changes.**

“Key Personnel” are those persons whose resumes were submitted for evaluation of the solicitation who have certain experienced, professional and/or technical skill that are essential for successful accomplishment of the work to be performed under this Contract. The Contractor agrees that such personnel shall not be removed from the Contract work or replaced without compliance with the following:

- a. If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this Contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall, subject to the concurrence of the Contract Manager, promptly replace personnel with personnel of equal ability and qualifications.
- b. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contract Manager. The Contract Manager shall promptly notify the Contractor of approval or disapproval in writing.
- c. Key personnel requests that include subcontracting entities that hold a contract for Division Administrative Services, PRP staff augmentation services for site management or for other Petroleum Site Response Action Services (also known as the Agency Term Contract) should not be submitted and will not be approved. This limitation does not apply to key personnel employed by an entity holding an environmental forensics site investigation and other technical support services (Forensic).

If the Contract Manager determines that suitable and timely replacement of Key Personnel who have become unavailable for the Contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the Contract, the Contract Manager may terminate the Contract for default or for the convenience, as appropriate, or make an equitable adjustment to the Contract to compensate the Department for any resultant delay, loss or damage.

#### **47. Intellectual Property.**

- a. The Contractor’s intellectual property rights that preexist this Contract will remain with the Contractor. Intellectual property rights to all property created or otherwise developed by Contractor specifically for the Department will be owned by the State through the Department.
- b. If the Contractor fails to provide, or no longer can provide, a deliverable or service under the Contract that contains or otherwise utilizes intellectual property controlled by the Contractor, the Contractor shall grant the Department a royalty-free, paid-up, nonexclusive, perpetual license to use, modify, reproduce, distribute, publish or release to others, such Contractor-controlled intellectual property solely for use in connection with the deliverables or services under the Contract.
- c. This ownership interest and the rights conferred under this section will continue after the expiration or termination of the Contract.
- d. Notwithstanding the foregoing language, the Contractor’s workpapers prepared or developed under this Contract are the exclusive property of the Contractor, but Contractor shall permit Department access and review of workpapers upon Department’s request.

#### **48. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808, Exhibit F, before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

#### **49. Work Assignment.**

- a. Department shall assign and authorize all Services to Contractor under this Contract through one of the following methods (Work Assignments):
  - i. Both Department and Contractor may execute a Task Assignment Notification Form (“TA”) or Task Assignment Change Order Form (“TACO”). All Task Assignments and Task Assignment Change Orders shall be executed on the Department’s latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department’s Contract Manager.
  - ii. Issuance by the Department of a MyFloridaMarketPlace (MFMP) Purchase Order (“PO”) or PO Change. However, the Department may approve a request for an expedited change for activities which need to be performed while the Contractor is in the field to avoid additional costs for the requested activities. This expedited change is limited in funding amount and activities which can be performed pursuant to the Field Change Order Process available on the Petroleum Restoration Program website.
  - iii. Contractor and its subcontractors shall not commence any Work Assignment until either 1) a TA/TACO has been fully executed by both Department and Contractor, or 2) a PO or PO Change (“POC”) has been issued. The Department will not pay for any work performed prior to a fully executed TA/TACO or PO/POC or executed Field Change Order, or after the period of service for these agreements.
- b. Department will follow the process outlined in the current version of the Petroleum Restoration Program ATC Selection Process for assignment of Services under this Contract. The current assignment process is available at: <https://floridadep.gov/waste/petroleum-restoration/content/atc-work-assignment-and-contractor-selection>. The Department may revise the assignment process at its discretion and at any time upon notice, not less than five (5) business days’ notice. Notice shall be posted on the Petroleum Restoration Program website. Rates for all assignments shall be at or below Contractor’s rates, provided as **Attachment 5 Price Sheet** (Price Sheet).
- c. Contractor may also be assigned work as specified in 62-772.401, F.A.C.
- d. Contractor cannot be assigned, delegated, or purchase, site assignments from other contractors.
- e. With prior written DEP approval, the Contractor may purchase goods and services not covered by the Contract fixed price schedule as directed by Site Manager, provided they strictly adhere to state procurement laws and federal requirements for federally funded projects. Prices for goods and services not covered by the Contract fixed price schedule shall be established such that the DEP obtains reasonable prices from vendors and subcontractors of demonstrated competence and qualification. Records supporting procurement of these goods and services must contain sufficient detail to demonstrate that the Contractor meets DEP requirements in obtaining price quotations or proposals for

said goods and services.

- i. For purchases whose aggregate value is \$2,500.00 or less, a single written quotation or proposal is required (electronic copies accepted). The price should be considered to be "fair and reasonable" by the Contractor and the Site Manager. At the discretion of the Site Manager, the Contractor may be directed to obtain additional quotations.
  - ii. For purchases above \$2,500.00, the Contractor, wherever possible, must obtain a minimum of three (3) responsive quotes or proposals, and select the one that best represents a reasonable price from a vendor of demonstrated competence and qualifications. The solicitation for quotes or proposals should specify the factors that will be used to determine demonstrated competence and qualifications. The Contractor shall also include in their solicitation instructions for the subcontractor or vendor to send a copy of the written quotation or proposal to the Site Manager concurrent with their copy to the Contractor (electronic copies accepted).
  - iii. Quotes for utilities and franchised services supporting the work at the site will not be required. These services will be funded at a "reasonable not to exceed estimate" and paid as a reimbursable item. Monthly utility usage bill will be estimated in PO's and the actual monthly utility invoice from utility company will be submitted for payment. Change orders are required for any cost above estimate.
  - iv. Quotes for permit fees charged by the permitting entity will not be required. Permit fees will be funded at a "reasonable not to exceed estimate" and paid as a reimbursable item.
  - v. Quotes cannot not include confidential disclaimers or limitations on who can view the provided quote.
- f. Notwithstanding any other provisions of this Contract, Contractor may, at its sole discretion, elect not to accept or compete for a proposed Work Assignment. Contractor shall notify Department's Assignment Specialist and Site Manager in writing, within five (5) business days of receipt of a Work Assignment, of Contractor's decision not to perform or participate, along with the reason(s) for declining work. Repetitively declining (two or more offers made within 60 days of each other) work assignments will result in a 180-day suspension of new work assignments.
- g. Department shall not authorize any Work Assignment and may suspend or terminate for cause any work assigned to Contractor, if and in the event that Department and Contractor (or any of its affiliates or authorized subcontractors) are adverse in any litigation, administrative proceeding or alternative dispute resolution, until such adverse relationship is resolved either by agreement or by final non-appealable order of a court.
- h. The terms and conditions of the Contract apply to and control all work assigned, awarded or authorized to Contractor thereunder. DEP will not accept, agree to, or incorporate any terms and conditions, proposed, contained or referenced in any document or instrument which are not within the Agreement. Any terms and conditions proposed by or agreed to by or between Contractor and any subcontractors or suppliers that supplement, or are in conflict with, the ATC, will not amend or modify Contractor and DEP's obligations under the ATC. Contractor will assume all risk that additional terms and conditions in agreements with subcontractors or suppliers will delay, interfere with or frustrate its performance, and Contractor shall indemnify DEP therefrom.

#### **50. Standard of Care for Performance.**

- a. Contractor represents that its Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.
- b. Contractor shall perform as an independent contractor and not as an agent, representative, or employee

of Department, unless otherwise specifically stated herein.

- c. Contractor shall perform the Services in a proper and satisfactory manner as determined by Department. Any and all such equipment, products or materials necessary to perform these Services, or requirements as further stated herein, shall be supplied by Contractor.
- d. Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports and other services. Contractors, at its own expense, shall certify documents to a landowner or landowner's lessees, who request such certification as part of access or performing the scope of work.
- e. Contractor shall maintain and exhibit without fail the utmost standards of professional conduct and respect, in all activities when serving as an Agency Term Contractor or communicating with the Department. This encompasses, without limitation, the practice of respectful communication, ethical decision-making, and maintaining professional relationships and boundaries. Failure to adhere to the prescribed level of professional behavior, will be deemed default of contract as stipulated in Paragraph 14.c of this contract.

#### **51. Compensation.**

- a. Department shall pay Contractor on a combination fee schedule, fixed price, and cost reimbursement basis as specified in each Work Assignment. Payment shall be authorized by and for each Work Assignment. Contractor shall not be compensated for Services performed prior to authorization, or for Services that exceed the funding amount issued for each Work Assignment.
- b. Department reserves the right to award some of the Services on a "Performance Base Cleanup" basis. A Performance Base Cleanup (PBC) is one in which payments are made to Contractor based upon a site specific schedule of cleanup progress. A PBC will establish goals, target levels, milestones, payment structure and any additional terms and conditions under which the PBC will be performed. For those Work Assignments issued as PBC assignments, Contractor acknowledges that such work shall be subject to the terms and conditions set forth in the Work Assignment. Terms and conditions of the PBC Work Assignment which conflict with those contained in Contract, as applicable, shall have precedence and control.
- c. Bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and post audit thereof.

#### **52. Payment Method.**

- a. Contractor shall submit invoices as specified in each Work Assignment. Each invoice shall be itemized in accordance with the authorized pay items listed below and in Price Sheet, attached hereto and made a part hereof, or shall be accompanied by a copy of an executed Work Assignment evidencing a fixed price. Contractor shall complete and submit Exhibit B, Subcontractor Utilization Report Form with each invoice. Failure to provide Subcontractor Report with an invoice shall result in a delay in processing the invoice for payment. All invoices must be submitted in detail sufficient for a proper pre-audit and post-audit review thereof, using the Invoice Form provided in the Work Assignment.
- b. Review for approval of the final deliverable(s) will be completed within thirty (30) days of receipt of the final deliverable. However, Department reserves the right to specify a higher number of days for specific deliverables. Contractor's request for payment of retainage will be included on the final invoice for each Work Assignment. Contractor will submit the final invoice for each Work Assignment after payment of all subcontractors and approval of the final deliverable(s), and no later than 30 days after approval of the final deliverable(s).
- c. Each invoice, including appropriate supporting documentation as required below, shall be submitted via email to the following email address:



Florida Department of Environmental Protection Petroleum  
Restoration Program  
Attn: PRP Accounting, MS#4575  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400  
Email address: prp\_acctinginvoices@dep.state.fl.us

- d. Contractor shall submit invoices to Department within thirty (30) days after the date of Department's written approval of each task or the final deliverable specified in each Work Assignment. Invoices may be submitted no more frequently than every thirty (30) days. Contractors shall not submit invoices for partial tasks. Each invoice request must contain all documentation of performance as specified in the ATC, Purchase Order (PO), and its attachments. Contractor's failure to submit task invoices within this timeframe may result in forfeiture of retainage and its failure to submit the final invoice within the timeframe may result in automatic cancellation, termination or suspension of the Work Assignment and Contractor's forfeiture of any unpaid balance for such deliverables.

**53. Invoicing Requirements.** The State of Florida (State) Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements, (attached hereto and made a part hereof as Exhibit K), Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

- a. Contractual (Subcontractors) – Price Sheet Reimbursement requests for payments to subcontractors associated with activities not included in the Price Sheet, must be substantiated by copies of invoices with backup documentation identical to that required from Contractor. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices. All subcontractors utilized under this contract must have been approved by the Departments Contract manager in writing prior to performing the work. If they were not the costs associated with the work cannot be invoiced.
- b. Equipment - (Capital outlay \$1,000 or more in value) – Capital equipment purchased under this Contract shall be limited to replacement parts for pre-existing State-owned equipment (when determined to be cost effective), and must be pre-approved in writing by Department, and shall remain the property of Department upon completion of this project. The use of remediation system equipment provided under the Contract shall be at the unit costs for time as identified in the Price Sheet. Reimbursement for the purchase of non-expendable equipment costing \$1,000 or more is not authorized under this Contract. However, Department may authorize the purchase of capital equipment through amendment of this Contract.
- c. Rental/Lease of Equipment – Equipment usage rental rates apply to use in the field only and not transportation time. The rental rates charged for equipment usage shall be invoiced to Department in the most favorable terms (i.e., the sum of the hourly rental rate for a given day shall not exceed the daily rental rate; the sum of the daily rental rate for up to a seven (7) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for up to a four (4) week period shall not exceed the monthly rental rate) as specified in the Price Sheet. Include copies of invoices or receipts to document charges.
- d. Handling Fee – The Contractor shall be reimbursed a handling fee of 6% applied to all Cost Reimbursable pay items for each project by task. The handling fee covers all costs, including administrative and MFMP transaction fees, incurred by the Contractor in obtaining the required goods or services. The handling fee will be included on each project as a separate pay item with each invoice, as appropriate. For all other pay item types, no markups or handling fees will be allowed.

- e. Analyses – Maximum analytical turnaround time shall be three (3) weeks. The cost for performing sample analyses shall be charged in accordance with the rates contained in the Price Sheet. Blanks and duplicates shall be run as required but not invoiced to the Department.
- f. Drilling - All rates for mud rotary, hollow stem auger, sonic, and direct push technology drilling, shall be charged in accordance with the rates contained in the Price Sheet.
- g. Health and Safety – Health and safety equipment and supplies for in-field personnel protection shall be charged in accordance with the rates contained in the Price Sheet and treated as equipment identified in paragraph C above. The Contractor is solely responsible for meeting the Health and Safety needs of personnel and projects. For each project the Contractor, at a minimum, must have a site specific Health and Safety Plan (HASP) in place that complies with the requirements of 29 CFR 1910-120.
- h. Recovered Products – Contractor shall actively seek vendors to market petroleum by-products recovered from petroleum contamination sites. The proceeds from the sale of petroleum and petroleum products recovered during the remediation of a petroleum contamination site shall be credited to Department, offset against Contractor's receivables, and supported by appropriate receipts.

#### **54. Release and Waiver of Claims and Liens**

- a. Under the terms of the Petroleum Restoration Program and the authority for the expenditures hereunder, neither the Department, nor its agents, contractors or their subcontractors, have or acquire legal or equitable interest in the property on which Work Assignment is conducted pursuant to the Contract, the Department has no direct contract with the owner of the properties upon which work is being performed, and Contractor shall not by virtue of the Contract have or be in privity of contract with the owners of the properties upon which Work Assignment is being performed or with the person responsible for site rehabilitation.
  - i. In consideration of the Work Assignments hereunder, the value and sufficiency of which is acknowledged, to the extent allowed by law Contractor shall not have or assert, and hereby expressly waives, discharges, and releases, any and all liens, claims, and rights to liens against the property upon which such Work Assignment is performed, and against any and all other property owned by or the title to which is in the name of the owner of such property, for payment of amounts due from Department under the Contracts. Such waiver shall extend to any such rights which Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment in the performance of Work Assignment.
  - ii. Contractor shall include this provision in any subcontract and shall, if requested, provide to Department lien waivers by its subcontractors and suppliers as to any liens, claims, and rights to liens against the property for amounts owed by the Department for the furnishing of labor, materials, and/or equipment, in the performance of Work Assignment.
  - iii. This waiver shall not limit or affect any rights of Contractor or subcontractors arising under separate agreements with an owner of property.

#### **55. Rates.**

- a. Charges for rates or expenses which are not included in the Price Sheet, but which are required by Department on a Work Assignment, shall be compensated at rates agreed to by Department and Contractor, and which rates shall be evidenced by an executed Work Assignment. If Department determines that such rates should become a part of the rate schedule attached to this Contract, Department shall initiate an amendment to this Contract evidencing the rates mutually agreed to by both parties for inclusion in this Contract.

- i. Beginning in August of each subsequent year newly offered work assignments will be issued utilizing the rates for the corresponding year as listed in the Price Sheet. Work assignments offered prior to August will continue with the rates in effect at the time of offer.
- ii. The rates in the Price Sheet, which will be viewed as maximum rates, allowed under the Contract.
- iii. Either party may request a decrease in the rates in the Price Sheet at any time. Each party shall review the other party's written request. If an agreement cannot be reached regarding a requested decrease in the rates, this Contract may be terminated pursuant to paragraph 59.A. as a termination for convenience without cost or penalty.

**56. Prompt Payment.**

- a. A Vendor Ombudsman has been established within DFS who may be contacted if Contractor is experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at 850-413-5516, per section 215.422, Florida Statutes.
- b. Department shall pay Contractor interest at a rate as established by section 55.03(1), Florida Statutes, on the unpaid balance of an invoice, if a warrant in payment of an invoice is not issued within forty (40) business days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless Contractor requests payment. The interest rate for each calendar year for which the term of this Contract is in effect can be obtained from DFS' Vendor Ombudsman at the telephone number provided above, or Department's Procurement Section at 850-245-2361, per section 215.422, Florida Statutes.

- 57. Notice.** All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, or a courier delivery service. Notices shall be considered delivered when reflected by an electronic mail delivery receipt, a courier service delivery receipt, other mail service delivery receipt or when receipt is acknowledged by recipient.

The address for all allowed or required Notices shall be as follows:

<u>Contractor</u>	<u>Department</u>
«atc_name»	Department of Environmental Protection
«atc_addr»	Petroleum Restoration Program
«atc_city», «atc_state» «atc_zip»	2600 Blair Stone Road, MS#4545
Attn: «atc_contact_name»	Tallahassee, Florida 32399-2400
Email: «atc_contact_email»	Use <a href="mailto:PRP.Contracts@floridadep.gov">PRP.Contracts@floridadep.gov</a> for Electronic Notices

**58. Identification of Contract Managers.**

- a. The Department's Contract Manager and Contact Email shall be identified on the List of Contract Managers (the "CM List") associated with a Department ATC Contract Number. The CM List shall be maintained on the Petroleum Restoration Website, which will be posted at the following URL: <https://floridadep.gov/waste/petroleum-restoration/content/dep-atc-contract-manager-lists> Changes to the Contract Managers will be reflected on the CM List. The Department will maintain a history of Contract Managers by ATC. Any such list will also be made available on the website.
- b. The Department's and/or Contractor's ATC Contract Manager may be changed by notice in writing, without amending this Contract, (Such notice shall include any changes in physical or email addresses and/or contact phone numbers). Notice shall be given as provided in paragraph 57 of this Contract.
- c. Contractor may request to change its Contract Manager by written request to the Department's

Contract Manager. Such request must be made by an officer of Contractor, on its letterhead, and include any reason and support for the request. The Department shall exercise its sole discretion with regard to the requested change.

**59. Suspension.**

- a. Work may be suspended as specified in Chapter 62-772, F.A.C. Department may also order Contractor in writing to suspend, delay or interrupt all or any part of the work under any Work Assignment for such period of time as Department may determine to be appropriate for any of the following reasons:
  - i. Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
  - ii. Contractor's insurer or surety notifies Department that any of its insurance or bonds has lapsed or will lapse, and Contractor fails to provide replacement insurance or bonds acceptable to Department before the cancellation date;
  - iii. Contractor or subcontractor materially violates applicable Health and Safety requirements as specified in 29 CFR 1910.120 or other Constraints;
  - iv. Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension;
  - v. Contractor fails to maintain its qualified status with Department or to timely take steps to have its qualified status reinstated upon discovery; or
  - vi. For the convenience of Department.
- b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of Department in administration of a Work Assignment, the Department at its sole discretion may approve payment of a partial invoice. However, no adjustment shall be made under this clause for any suspension, delay, or interruption if and to the extent that:
  - i. Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor; or
  - ii. Equitable adjustment is provided for (or excluded) under any other provision of this Contract.
- c. Contractor shall not be compensated for work performed subsequent to a notice of suspension by Department.

**60. Termination**

- a. Termination for Convenience. When it is in the State's best interest, the Department may, in its sole discretion, terminate the Contract in whole or in part by giving thirty (30) days written notice to the Contractor. The Department shall notify the Contractor of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Contract is to be terminated. The Contractor must submit all invoices for work to be paid under this Contract within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Contract at any time for cause, in the event of the failure of Contractor to fulfill any of its obligations under this Contract. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience

of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

- c. Contractor Obligations upon Notice of Termination. After receipt of a notice of termination, unless otherwise directed by the Department, the Contractor shall not furnish any service or deliverable. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Contractor shall not be entitled to recover any cancellation charges, lost profits, or other similar fees or expenses.
- d. Continuation of Prepaid Services. If the Department has paid for any services prior to the expiration, cancellation, or termination of the Contract, the Contractor shall continue to provide the Department with those services for which it has already been paid or, at Department's discretion, Contractor shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Contract. If services provided under the Contract are being transitioned to another provider(s), the Contractor shall assist in the smooth transition of Contract services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s) and provide electronic copies of documents, however additional requirements may be outlined in the Scope of Work. The Contractor shall not perform any services after Contract expiration or termination, except as necessary to complete the transition or continued portion of the Contract, if any.
- f. Department shall terminate a Contract in the event that Contractor merges with, into or acquires or is acquired by another contractor with an Agency Term Contract. An entity cannot hold two Agency Term Contracts. It is at the Department's sole discretion which contract will be terminated. Such termination shall be a termination for convenience under section 60.a.

**61. Change Orders.**

- a. Changes to the quantities of units described in a Work Assignment, which changes do not require an increase in the compensable quantity of units authorized in a specific line item of a task on the site specific rate sheet of the Work Assignment, such changes may be requested in writing, reflected by email to, and email confirmation and acceptance by, DEP's Site Manager. Any change which does require an increase in the compensable quantity of units authorized in a specific line item of a task on the site specific rate sheet of the Work Assignment or requires a change in the specified duration of a Work Assignment must be reflected in a change to that Work Assignment.
- b. The Department may approve a request for an expedited change order for activities which need to be performed while the Contractor is in the field to avoid additional costs for the requested activities. This expedited change is limited in funding amount and those activities which can be performed pursuant to the Field Change Order Process available on the Petroleum Restoration Program website at <https://floridadep.gov/waste/petroleum-restoration/documents/request-change-guidance>.

**62. Conflict of Interest.**

- a. Conflicts Related to Ownership and Control of Contractor
  - i. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
  - ii. The Contractor covenants that it presently does not have and shall not acquire a contract with the Department for staff augmentation in the Petroleum Restoration Program or Administrative Services to the Division of Waste Management. Contractor must notify the CM within five days if the Contractor does acquire, merge, or enter into any joint venture or other business relationship with a Contractor with a contract for Division Administrative Services or PRP staff augmentation services for site management and the Department shall terminate this Agreement.
  - iii. The Contractor covenants that it will not subcontract work under this contract with an entity contracted with the Department for staff augmentation in the Petroleum Restoration Program, Administrative Services to the Division of Waste Management or for Petroleum Contamination Site Response Action Service (also known as the Agency Term Contract).
  - iv. Contractor must notify the CM in writing within five days of an acquisition, merger, joint venture, or other business relationship and state whether the other entity does or does not hold an Agency Term Contract. If the acquisition, merger, joint venture, or other business relationship now holds more than one ATC, the Department shall terminate the ATC of its choosing.
- b. Conflicts Related to Relationship between Contractor and Property Owners or other Parties Responsible for Site Rehabilitation
  - i. Department may seek recovery of the costs of cleanup of specific sites from any and all parties responsible for site contamination and must anticipate the possibility of litigation arising from such efforts. To avoid a conflict-of-interest, or the appearance of a conflict-of-interest, Contractor shall notify Department in writing within five (5) days of Contractor's discovery of any present or anticipated contractual or other business relationship between Contractor, or any of its subcontractors, and any of the persons or entities who are, or may be, responsible for contamination of a site on which it is assigned work. Department may notify Contractor of potentially responsible parties for site contamination, if such information is available to Department.
  - ii. Contractor or a subcontractor is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor, or a successor of such party, or if it has been engaged by independent Contractor legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to

the site owner or operator, or his or her designee to obtain the work associated with such site.

- iii. Contractor shall not propose, provide, or procure any form of remuneration to or for the benefit of a property owner or responsible party in connection with Contractor's services on a site (see section 376.3071(6)(m), F.S.).

**63. Process to Address Possible Conflicts of Interest**

- a. Contractor shall describe all actions it has taken, or proposes to take, to avoid or to mitigate actual or apparent conflicts-of-interest. Department retains the right to investigate and determine whether Contractor has a conflict or appearance of a conflict of interest with regard to any site. At any time, the Department may terminate this Contract if Department deems, in its sole discretion, that such termination to be in the best interest of the Department or may terminate Contractor's Work Assignment as to a particular site or sites, based upon its assessment of the potential conflict-of-interest.
- b. Following notice by Contractor of a potential conflict of interest, or discovery by Department of same, Department shall notify Contractor within thirty (30) days of receipt of such notification whether or not it has identified a conflict or appearance of a conflict of interest with regard to the site.

**64. Force Majeure.**

- a. Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to severe, unanticipated natural events, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Contractor's control for which the Contractor can neither anticipate or prepare, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify Department in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.
- b. No claim for damages, other than for an extension of time, shall be asserted by Contractor against Department. Contractor shall not be entitled to an increase in the price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Department, in which case Department may 1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to Department with respect to products subjected to allocation, or 2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or 3) terminate the Contract in whole or in part.
- c. If a State of Emergency is issued by the Governor for the location Facility, the Department at its sole discretion may authorize a Contractor to mobilization to manually disconnect a remediation system from the power source, or to mobilize to a site if they were required to demobilize due to the Emergency.

Contractors are required to secure all equipment, open excavations and investigative Derived Waste prior to leaving a site, therefore additional compensation for these activities will not be paid. Packaged scopes include mobilization for O&M activities and leased equipment is required to have the ability to be shutdown remotely via telemetry and additional compensation for these activities will not be paid.

**65. Anti-human Trafficking.**

If the Contractor is a nongovernmental entity, the Contractor must provide the Department with an affidavit (Exhibit I) signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

**66. Disclosure of Gifts from Foreign Sources.**

If the value of this Agreement is \$100,000 or more, Contractor shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Contractor must also provide a copy of such disclosure to the Department of Financial Services.

**67. Dispute Resolution.**

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

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

**68. Foreign Country of Concern Attestation**

Contractor with access to personal identifying information. The Contractor under penalty of perjury represents and warrants that it is not:

1. an entity owned by a foreign country of concern;
  2. an entity in which the government of a foreign country of concern has a controlling interest;
  3. an entity organized under the laws of a foreign country of concern; or
  4. an entity having its principal place of business in a foreign country of concern,
- and therefore, the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of section 287.138, F.S. The Contractor shall execute Foreign Country of Concern Attestation (PUR 1355).



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SCOPE OF WORK**

**ATTACHMENT 3**

## 3 Scope of Work

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### 3.1 Scope of Work

The Contractor shall provide petroleum contaminated site response action services (Services) to the Department of Environmental Protection (DEP, or Department) for the Petroleum Restoration Program (PRP). These Services cover a broad range of activities in the general categories of contaminated site assessment, remedial options and design, remedial action implementation, and well abandonment, site restoration, and site closure. The required tasks and activities will be assigned via a Task Assignment (TA) or Purchase Order (PO) and must be performed in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.) and associated guidance documents as well as the Petroleum Procedure Guidance Documents and Forms listed in the Scope of Work Appendix (Exhibit J).

The sampling, field testing and laboratory analyses performed under this Contract shall be performed in compliance with the requirements set forth in Chapter 62-160, F.A.C., and per the Quality Assurance Plan.

All work must be performed in accordance with this SOW and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable DEP and Water Management District guidance memoranda, standard industry procedures and as described in the ATC.

Copies of all referenced guidelines are available at: <http://floridadep.gov/waste/petroleum-restoration>

Reports must be submitted using the appropriate DEP forms found at:

<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>

### 3.2 Definitions

In this Contract, the following terms shall be defined as set forth below:

All definitions contained within chapters 376 and 287, Florida Statutes (F.S.) and in Chapters 62-160, 62-532, 62-771, 62-772, 62-777, and 62-780, F.A.C. are applicable to this Scope of Work.

**Agency Term Contract (ATC or Contract):** An agreement between the Department and a Contractor whereby the Contractor agrees to provide petroleum contamination site response action services and an indefinite quantity of commodities or contractual services, on an indefinite delivery schedule, over a specified period of time. Term contracts issued by the Department may also be referred to as an Agency Term Contract. (62-772.200(b) F.A.C.)

**Agency Term Contractor (Contractor):** A Contractor who has been awarded an Agency Term Contract by the Department to provide petroleum contamination site response action services.

**Consultant:** Agency Term Contractor (Contractor) or another qualified contractor.

**Contractor's Project Manager:** The person designated by the Contractor's Program Manager to manage the contaminated site and interact directly with the DEP's Site Manager on all issues pertaining to the purchase order/task assignment.

**DEP Contract Manager:** Department-assigned individual who manages specific contracts and is responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the Contractor. (Section 287.057(14), F.S.)

**Division of Waste Management (DWM):** A division within the Department which includes the PRP.

**Facility Identification Number (FAC ID#):** A nine-digit numbering system which assigns a unique number to each known registered Petroleum Contamination Source Property. This numbering system is generated by the Department.

**Field Activities:** Including but not limited to site assessment, remedial action, monitoring and site restoration activities taking place on location and not with an office setting.

**Inspection:** In-person observation of the work being performed at a facility.

**Institutional Control Registry (ICR):** A registry of real properties prepared by DEP to assist with tracking those properties upon which an institutional control has been imposed pursuant to the provisions contained in chapters 376 or 403, F.S. and to allow the public and local governments to monitor the status of those controls. See section 376.303(6), F.S. The Registry website address is <https://floridadep.gov/waste/waste/content/institutionalcontrols-registry>.)

**Low-Scored Site Initiative (LSSI):** A voluntary site rehabilitation program for petroleum contaminated sites with a priority ranking score of 29 or less. See subsection 376.3071(12)(b), F.S.

**MyFloridaMarketPlace (MFMP):** The State's electronic procurement system which provides a web-based medium for Customers to exchange products and services. MFMP allows vendors to register to receive notification of competitive solicitation: awarded Vendors to list catalogs of products; and State agencies and Eligible Users to solicit, search, and purchase products; place orders; approve purchases; reconcile invoices; and approve payment all within one system. Users of MFMP can create solicitations in the Sourcing application, and the Analysis application allows for spend analysis and reporting.

**OCULUS:** Official and public database for PRP documents and records.  
(<https://depdms.dep.state.fl.us/Oculus/servlet/login>)

**Offsite:** Properties other than the source property.

**Operation and Maintenance (O&M):** Operation and maintenance of the equipment used during active remediation.

**Petroleum Contaminated Site: (Contaminated Site, Petroleum Contaminated Site or Site):** Any contiguous land, sediment, surface water, or groundwater area upon or into which a discharge of petroleum or petroleum products has occurred or for which evidence exists that such a discharge has occurred.

**Petroleum Restoration Program (PRP)**: The PRP is a DEP program within the DWM that encompasses the technical oversight, management, and administrative activities necessary to prioritize, assess, and cleanup sites contaminated by discharges of petroleum and petroleum products.

**Primary Subcontractor**: A subcontractor that will be used to perform professional services under the contract.

**Professional Engineer (PE)**: An individual licensed to practice engineering in Florida pursuant to chapter 471, F.S.

**Professional Geologist (PG)**: An individual licensed to practice geology in Florida pursuant to chapter 492, F.S.

**Property Owner or Real Property Owner**: The individual or entity that is vested with ownership, dominion, or legal or rightful title to the property, or which has a ground lease interest in the real property, on which a petroleum discharge has occurred.

**Purchase Order (PO)**: Purchaser's authorization used to formalize a purchase transaction with a vendor.

**Request for Change (RFC)**: Changes to an existing purchase order or task assignment.

**Site Inspection**: An in person or physical field inspection of a site.

**Subcontractor**: Subcontractor(s) intended for non-professional services (e.g., drilling, IDW transport) but which may not be retained for either the term of the Contract or over a prolonged period of the Contract.

**Site Manager**: The person assigned by PRP that is responsible for all aspects of oversight, management, and communication with the Consultant performing the rehabilitation work for a petroleum contaminated site. The Site Manager may be a contracted employee of the Department.

**Source Property**: The property on which the discharge originally occurred.

**Stakeholder**: An entity whose interests are affected by the Department's actions during the cleanup process.

**Task Assignment (TA)**: A signed agreement that may be used to contract work under a Master Agreement contract.

**Task Assignment Change Order (TACO)**: Changes to an existing Task Assignment, by making a change to the Task Assignment.

**Work Assigned**: The Scope of Work assigned by the Department to the Consultant for completion under a purchase order or task assignment.

### 3.3 Contractor Responsibilities

- 3.3.1 **Deliverables** - The deliverables and schedule will be specified in the TA or PO issued by the Department. All deliverables under this Contract must be submitted electronically. Hard copies are not acceptable unless the deliverable requires a Professional Engineer (PE) or Professional Geologist (PG) signature and seal, and the electronic signature and seal does not meet the requirements in Chapters 61G15 or 61G16, F.A.C., as applicable.
- 3.3.2 **Schedule** - The schedule will be specified in the TA issued by the Department.
- 3.3.3 **Performance Measure** - Submitted deliverables will be reviewed by the Site Manager to confirm that all work was performed in accordance with the specifications referenced above. The Site Manager will notify the Contractor of acceptance or any deficiencies in the work and/or deliverables. The Contractor will be given an opportunity to remedy deficiencies at no additional cost to the DEP. In accordance with Chapter 62-772, F.A.C., the Department shall evaluate Contractor performance after completion of each TA or PO utilizing the adopted forms.
- 3.3.4 **Scope of Work Activities** - The Contractor shall provide the following services for each task listed below:

I. Site Assessment Phase:

A. Task Examples:

The Contractor will perform all aspects of assessing a petroleum contaminated site in accordance with applicable rules (such as Chapter 62-780, F.A.C.) and guidance of the DEP and other governmental entities (as listed in Scope of Work Appendix Section A) (Attachment 3), including general coordination and communication with all stakeholders during the project, researching the history and background of the contaminated site, identifying potential receptors and health risks, determining the chemicals of concern present with their concentrations and the vertical and horizontal extent of the contaminant plume in all affected media, determining the lithologic and hydrogeologic parameters that affect the migration of contaminants, identifying contamination that may have migrated or be located off the property that is considered the source of the contamination, identifying parties (real property owners, tenants, etc.) that may be affected by the contamination, evaluating site closure options, and preparation of associated reports to be submitted to the Site Manager in accordance with the TA.

A site assessment of a contaminated site in full compliance with all applicable rules and laws. Steps that may be required will be listed in the TA document more specifically, and may include, but are not limited to the following:

- 1) Review existing and historical records of the contaminated site (including the property suspected to be the source of the contamination and all parcels onto which the contamination is located), prior site assessment and cleanup activities, state funded expenditures, and state funding eligibility status.
- 2) Prepare a site-specific Health & Safety Plan (See Scope of Work Appendix (Attachment 3) OSHA's HAZWOPER Standards pursuant 29 CFR 1910.120).

- 3) Identify contaminant sources, potential receptors, and exposure pathways.
- 4) Coordinate and conduct pre-drilling meeting with necessary stakeholders per Guidance listed in Exhibit J, Scope of Work Appendix.
- 5) Conduct site reconnaissance and obtain offsite access agreements from nearby property owners if needed and obtain required state and local government permits and applicable utility clearance for site assessment activities.
- 6) Install soil borings, temporary sampling points, piezometer and monitoring wells and conduct soil screening and field testing, including equipment calibration pursuant to DEP Quality Assurance Program Field SOPs (DEP-SOP-001/01).
- 7) Collect, preserve, and ship air, water, soil, and sediment samples to an accredited laboratory for petroleum contaminant analysis cited in the [DEP QA Rule, Chapter 62-160. 300, F.A.C. or version of the rule effective at the time work is performed.](#)
- 8) Collect groundwater elevation data and conduct a professional land survey (PLS).
- 9) Properly manage investigative derived waste (IDW), including removal, storage, treatment, and timely disposal/recycling.
- 10) Provide technical oversight for field activities; including detailed field notes for work assigned under the contract.
- 11) Review and interpret laboratory report data, delineate contaminant plumes.
- 12) Prepare off-site contamination notification packages pursuant to the Guidance and Procedures for Implementation of the Statutory Rule Notification Requirements for Discovery of Contamination Beyond Property Boundaries (issued 12/21/07) referenced in Exhibit J, Scope of Work Appendix.
- 13) Prepare proposals and technical reports and deliverables, including necessary professional review and certification and certify site assessment documents by a Florida registered Professional Geologist (P.G.) or qualified Florida registered Professional Engineer (P.E.) and evaluate sites for closure criteria.
- 14) Prepare and submit invoices for completed work in accordance with the contract.
- 15) Provide technical assistance or expert witness services pursuant to the contract.

## II. Remedial Options and Design Phase:

- A. Task Examples: The Contractor will perform all aspects of evaluation and design for remedial action in accordance with applicable rules and guidance of the DEP and other governmental entities. The Contractor will identify appropriate cost- effective remedial action options ranging from conditional closure to natural attenuation monitoring, source removal, chemical injection, bioremediation, in-situ and ex- situ treatment, post remediation monitoring, and site closure. The Contractor will conduct feasibility/pilot tests, utilize fate and transport modeling for contaminants, evaluate available risk management options, and prepare remedial action plans and designs, with analysis of potential treatment options, objectives, cleanup strategies, implementation feasibility, cost estimates, cleanup milestones, and cleanup logistics, schedules, and timeframes, and preparation of associated reports to be submitted to the Site Manager in accordance with the Task Assignment.

Evaluation of remedial options and a design plan for cleanup that is fully compliant with all laws. Steps that may be required include but are not limited to the following:

- 1) Prepare natural attenuation monitoring plans.
- 2) Prepare and implement pilot test plans and pilot tests for selected technologies and prepare pilot test reports.
- 3) Prepare and participate in pre-RAP meetings with stakeholders.
- 4) Prepare remedial action plans and modifications, including remedial alternative evaluations and designs and prepare construction drawings and specifications.
- 5) Evaluate alternative remedial options and strategies.
- 6) Facilitate UIC and NPDES permits and compliance with associated requirements.
- 7) Establish cleanup milestones, milestone schedules and monitoring plans during remedial action.
- 8) Identify, evaluate, and explain potential contamination receptors and exposure pathways, conduct risk assessments and/or fate and transport modeling and develop site specific alternative cleanup target levels (CTLs) for soil and groundwater.
- 9) Evaluate and explain closure options as provided under Risk Management Options Levels I, II and III of Chapter 62-780, F.A.C., include an evaluation of the use of restrictions on use in an institutional control and possible engineering controls.
- 10) Certify Level 1 or Level 2 Natural Attenuation Plan, pilot test and remedial action plan documents by a Florida registered P.E.
- 11) Propose No Further Action with or without conditions based on assessment data.

### III. Remedial Action Implementation Phase:

- A. Task Examples: The Contractor will perform all aspects of the remedial action implementation in accordance with applicable rules and guidance of the DEP and other government entities, and in accordance to the approved associated plan report and the requirements in Chapter 62-780, F.A.C ; including general coordination and communication during the project; research, evaluation and logistics regarding groundwater monitoring, free product recovery, soil source removal and/or performance of system operation and maintenance, monitoring of the effectiveness of system and necessity for RAP modification, evaluation of site closure options, post remediation monitoring and preparation of associated reports, to be submitted to the Site Manager in accordance with the Task Assignment.. Under certain conditions, source removal consisting of limited scope free product recovery and contaminated soil removal and treatment or disposal are allowed prior to completion of a site assessment and/or formal RAP.

Steps that may be required include but are not limited to the following:

- 1) Review existing site data, in conjunction with adjacent or nearby sites, and identify data gaps.
- 2) Perform natural attenuation monitoring in accordance with approved NAM plan.

- 3) Plan and evaluate logistics for remedial action implementation activities, acquire required permits and utility clearance for remedial activities, implement necessary traffic, safety and erosion control and establish required utility services.
- 4) Communicate with parties affected by and/or associated with the remedial action construction for the site and negotiate offsite access and execute access agreements.
- 5) Conduct free product recovery and disposal, soil source removal, including surface pavement/concrete removal, dewatering, transport, and disposal, backfill, compaction and equivalent resurfacing, and perform storage system removal integral to site rehabilitation.
- 6) Perform below ground remediation system installation, including recovery/treatment well installation, trenching, plumbing and electrical conduit installation, testing, backfill, compaction and resurfacing, and perform above ground system installation, including installation of equipment, control panel, and telemetry, and plumbing and electric connections to equipment and recovery/treatment points.
- 7) Conduct system start-up monitoring activities to ensure that the remediation system is activated properly; provide system installation reports including as-built drawings for the remediation system.
- 8) Operate, monitor, and maintain remediation systems and equipment; monitor, evaluate and optimize system performance, collect, preserve, and ship air, water, soil, and sediment samples to document petroleum contaminant levels and system progress and collect groundwater elevation data.
- 9) Prepare and review source removal, system startup and system operation status reports; including water level data, operational parameters, and concentrations of applicable petroleum contaminants of concern and evaluate sites for system shut-down and post remediation monitoring criteria.
- 10) Provide technical oversight for field activities; including detailed field notes and properly manage investigative derived waste and construction related waste, including removal, storage, treatment, and disposal/recycling.
- 11) Perform post active remediation monitoring and evaluate sites for closure criteria and Risk Management Options.
- 12) Prepare proposals, off-site contamination notification packages, technical reports, and deliverables, including necessary professional review and certification.
- 13) Prepare and submit invoices for completed work in accordance with the contract.
- 14) Provide technical assistance or expert witness services pursuant to the contract.

#### IV. Site Closure Phase

- A. Task Description: The Contractor will perform all aspects of site closure in accordance with applicable rules and guidance of the DEP. The P.G. or P.E. is expected to Review, Evaluate and Certify any professional recommendations for a No Further Action closure according to the applicable criteria for Risk Management Options Level I, II, and III in Rule 62- 780.680, F.A.C. The Contractor will also provide technical details and professional recommendations to support proposed institutional and/or engineering

controls. In addition, the Contractor will facilitate the grouting and abandonment of all borings and wells pursuant to, draining and capping of all subsurface system conduits, removal of equipment and equipment compounds and other activities associated with returning the site as near as practicable to the conditions that preceded remedial action. Lastly, the Contractor will prepare associated reports to be submitted to the Site Manager in accordance with the TA.

- 1) Prepare no further action with conditions packages with supporting documentation, perform or oversee professional land surveys required to reflect engineering and/or institutional controls and assist in the preparation and filing of required deed restrictions and/or notices.
- 2) Provide P.E. certification of sufficiency of engineering control along with monitoring and maintenance recommendations, and design and install engineering controls.
- 3) Perform remediation system decommissioning, removal and transfer or disposal and perform proper abandonment of monitoring wells, treatment wells, treatment system conduits and vaults.
- 4) Perform general site restoration as close as practicable to conditions that preceded remedial action. Contractor shall only seek to restore the property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action taken. Contractor shall specifically point out any unique aspects of restoration that may require a specialized subcontractor.
- 5) Prepare Site Rehabilitation Completion and well abandonment reports.

The DEP reserves the right to task the Contractor to perform services that the DEP deems necessary, which are related to the services outlined herein, but which are not specifically set out herein.

See Exhibit J, Scope of Work Appendix, DEP Guidance Documents and Forms, Section 3.7.1 - Pay Item Clarifications, Section 3.4 - Technical Specifications and Section 3.7 - Schedule of Pay Items for more details. Each Task will be further defined in a Purchase Order or Task Assignment made at the time of site identification.

### **3.3.5 Reporting Requirements**

Where required by Chapters 471 and 492 of the Florida Statutes, deliverables which are submitted to the DEP shall be electronically signed and sealed by the appropriate professional(s) who prepared them. All reports must be submitted to DEP in accordance with the requirements in Chapter 62-780, F.A.C., the "Technical Report and Deliverable Related Time Frames" table in Exhibit J, Scope of Work Appendix, applicable DEP guidance, and comply with the most recent DWM Policy on Professional Certification of Technical Documents, if applicable.

Contractor may be required to submit multiple reports as a result of work described herein. Such reports must be in standard format(s) to be provided by the DEP. Contractor will submit one copy electronically and may submit a single signed and sealed copy of any document(s) where such certification is required by the applicable professional board. All reports and data shall be delivered through the [DEP Business Portal](#) if less than 30 MB or if greater than 30MB retrievable through the



Department's File Transfer Protocol Service (FTPS) server in electronic data. Acceptable file types are doc, docx, xls, xlsx, xlsxm, and pdf. A copy of map data and engineering drawings shall be submitted in a DWG file format compatible with AutoCAD. Tables must also be available in Microsoft Excel and provided with associated deliverables and upon request. Report materials shall be in computer readable and retrievable form and composed in a compatible with Microsoft Word, Microsoft Excel™ and Adobe® Acrobat® software for a Microsoft Windows™ configured computer. The DEP reserves the right to require all selected contractor(s) to use a single, specified format for data management and project tracking.

Contractor is required to process and submit the Electronic Data Deliverables (EDD) for laboratory, error logs and field data. Please refer to Exhibit J, Scope of Work Appendix and/or the Petroleum Restoration Program on the Division of Waste Management website for the latest user Guide.

### **3.3.6 Warranty(ies)**

#### **3.3.6.1 Commencement of Warranties.**

- A. The Prescriptive Warranty of Quality Work shall commence in accordance with Florida Statutes of Limitations and Repose.
- B. The Callback Period shall commence on the later of the date of abandonment of construction if not completed, or the date of final invoice approval or termination of the of the Work Assignment associated with the construction.

3.3.6.1.1 Prescriptive Warranty of Quality Work. The Contractor warrants that the work will conform to the requirements of the ATC and applicable Work Assignment(s) and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by DEP, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided. The duration of this prescriptive warranty of quality work shall be in accordance with Florida Statutes of Limitations and Repose.

- A. This warranty includes a warranty to construct according to work assignments and plans.
- B. The Prescriptive Warranty of Quality Work shall include, but not be limited to, backfilling of trenches and source removals including interim source removals, etc. by conventional excavation, large diameter auger excavation, or other approved means.

3.3.6.1.2 Callback Period. In addition to the Contractor's obligations under Section 3.3., if, within three (3) years after the date for commencement of warranties established under Section 3.3.6, or by terms of any applicable special warranty required by the ATC and/or applicable Work Assignment(s), any of the Work is found to be not in accordance with the requirements of the ATC and/or applicable Work Assignment(s), the Contractor shall correct it promptly after receipt of notice from the DEP to do so, unless the DEP has previously given the Contractor a written acceptance of such condition. The DEP shall give such notice promptly after discovery of the condition.

- 3.3.7 Nothing contained in this Section 3.3 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the ATC and applicable Work Assignment(s). Establishment of the three (3)-year period for correction of Work as described in Section 3.3 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the ATC and applicable Work Assignment(s) may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 3.3.8 With prior written DEP approval, the Contractor may purchase goods and services not covered by the Contract fixed price schedule as directed by Site Manager, provided they strictly adhere to state procurement laws and federal requirements for federally funded projects. Prices for goods and services not covered by the Contract fixed price schedule shall be established such that the DEP obtains reasonable prices from vendors and subcontractors of demonstrated competence and qualification. Records supporting procurement of these goods and services must contain sufficient detail to demonstrate that the Contractor meets DEP requirements in obtaining price quotations or proposals for said goods and services.
- A. For purchases whose aggregate value is \$2,500.00 or less, a single written quotation or proposal is required (electronic copies accepted). The price should be considered to be "fair and reasonable" by the Contractor and the Site Manager. At the discretion of the Site Manager, the Contractor may be directed to obtain additional quotations.
  - B. For purchases above \$2,500.00, the Contractor, wherever possible, must obtain a minimum of three (3) responsive quotes or proposals, and select the one that best represents a reasonable price from a vendor of demonstrated competence and qualifications. The solicitation for quotes or proposals should specify the factors that will be used to determine demonstrated competence and qualifications. The Contractor shall also include in their solicitation instructions for the subcontractor or vendor to send a copy of the written quotation or proposal to the Site Manager concurrent with their copy to the Contractor (electronic copies accepted).
  - C. Quotes for utilities and franchised services supporting the work at the site will not be required. These services will be funded at a "reasonable not to exceed estimate" and paid as a reimbursable item. Monthly utility usage bill will be estimated in PO's and the actual monthly utility invoice from utility company will be submitted for payment. Change orders are required for any cost above estimate.
  - D. Quotes for permit fees charged by the permitting entity will not be required. Permit fees will be funded at a "reasonable not to exceed estimate" and paid as a reimbursable item.
  - E. Quotes cannot not include confidential disclaimers or limitations on who can view the provided quote.

- 3.3.9 Cost Reimbursable items shall be paid according to the actual receipts for actual costs incurred, a 6% handling fee shall be authorized as a separate pay item per task. See Exhibit K for instructions on reimbursable costs.
- 3.3.10 The Contractor shall mobilize equipment and personnel from locations that provide the best value for the State.
- 3.3.11 For services provided by subcontractors that are not part of the team identified by the Contractor to perform the scopes of work identified in the Pay Item Schedule, unless otherwise directed by the DEP, the Contractor shall make every effort to procure subcontractor services local to the site.
- 3.3.12 Unless otherwise specified, "Per Day" costs are for a twenty-four (24)-hour day. "Per Week" costs are for seven (7) consecutive days. "Per Month" costs are for thirty (30) consecutive days. "Per Week" rates shall be applied when they are less expensive than the appropriate number of "Per Day" rates. "Per Month" rates shall be applied when they are less expensive than the appropriate number of "Per Week" and "Per Day" rates.
- 3.3.13 Other than pre-existing State-owned, all remediation systems must be provided at unit costs for time used and shall not be purchased by the State as expenditures under this contract utilizing established pay schedule items. All equipment must be provided in good working order, and any repair or replacement necessitated by equipment breakdown or failure shall be accomplished in a timely manner at no cost to the state. Equipment repairs or parts replacement are the responsibility of the Contractor. Furthermore, the Contractor shall not bill for costs associated with any downtime or costs associated with the replacement of equipment or materials (e.g., mobilization costs, labor, equipment costs, and shipping).
- 3.3.14 There are exceptions when pre-existing State-owned equipment is being used. Initial repairs, replacement of parts and components or modifications to pre-existing State-owned equipment will be paid at the DEP's discretion if deemed to be cost effective following all State property rules and guidelines pertaining to capitalization, transfer, tracking, and surplus.
- 3.3.15 The operation and maintenance of remediation systems on a monthly basis are covered by a series of all-inclusive fixed unit prices that cover all of the costs to operate, monitor, and maintain the remedial system. Exception is made for major repairs and replacement components required for State-owned equipment. Such expenses must be preapproved by the DEP after consideration of cost effectiveness.

- 3.3.16 Each remediation system, whether 1) part of a packaged work scope, 2) equipment only provided by the Contractor at unit costs for time used, or 3) pre-existing State- owned equipment, shall have a minimum operational runtime of 80% of the approved design runtime for each major component following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation. The DEP will not pay full cost for system use or operation and maintenance of systems that fail to achieve at least 80% run time as designed. For system runtimes of less than 80% of the approved design runtime for all major components during the pay schedule item time frame, the applicable pay schedule items (equipment usage, operation and maintenance and professional oversight of O&M) will be invoiced at the amount equal to the percentage runtime using the following method: multiply the full pay schedule item amount times the actual runtime percentage = invoice amount (e.g., if runtime is 75%, and the approved design runtime is 100%, only 75% of the full pay schedule item amount will be paid).
- 3.3.17 Contractor is responsible for correcting any issues associated with backfill and compaction that may arise such as subsidence, cracking of concrete or pavement, etc., including mobilizations, personnel, material, and equipment.

### 3.4 Technical Specifications.

- A. The Contractor shall perform groundwater sampling in accordance with the most recent version of the DEP Quality Assurance Groundwater Sampling Standard Operating Procedures (DEP-SOP-001/01, FS 2200 Groundwater Sampling) referenced in the Quality Assurance Rule, Chapter 62-160, F.A.C., BPSS Procedure PCS-005, Groundwater Sampling Procedures Variances and Clarifications for Bureau of Petroleum Storage System Sites.
- B. The Contractor shall ensure that all water well installation, repair and abandonment activities under this contract are performed by a licensed Florida Water Well Contractor in accordance with Chapter 62-531, F.A.C., and conform to the permitting and construction requirements of section 373.326, F.S., Chapter 62-532, F.A.C., and applicable DEP guidance.
- C. The Contractor shall maintain detailed field notes for all site activities in accordance with the April 25, 2012 (revised 8/17/17), BPSS Field Notes Guidance Document and provide copies of the notes with their deliverables and/or reports as directed.
- D. All internal and external communication regarding the work should be considered routine. Routine Communication is defined as any telephone, email, or personal communication that can reasonably be expected to be necessary in order to complete the Scope of Work, including but not limited to the communication from the Contractor to DEP regarding notification of activities, requests for information, updates on work status, and changes in the Scope of Work; communications among the Contractor staff, team members, and subcontractors regarding the work and reasonably anticipated problems or concerns; and Contractor notifications to site owners, operators, and tenants regarding planned work (excluding obtaining site access, and pre-drilling and pre-RAP meetings).

- E. In accordance with the General Conditions of this Contract, the Contractor shall prepare a site-specific health and safety plan for all sites. A copy of the plan must be retained onsite and available for DEP inspection.
- F. All pay schedule items listed shall include the cost of Level D personal protective equipment (PPE) worn at the site. Level D PPE includes steel-toed boots, hard hat, safety glasses (or goggles), gloves, and any other equipment necessary to comply with OSHA Level D hazard classification per 29 CFR 1910.120. If Contractor personnel require PPE greater than Level D, the DEP may authorize reimbursement through the Reimbursable pay item.
- G. All reports shall be submitted to the DEP in accordance with the Contractor Technical Report and Deliverable Related Time Frames in the Attachment 3, Appendix, unless otherwise specified. Reports shall include a description of the activities completed, evaluation of the data provided, deviations from task assignment requirements, and recommendations for additional work needed to move the site toward closure.
- H. Report submittals shall consist of one (1) final report digital copy. Digital data shall be submitted as an e-mail attachment or ESSA deliverable (per Exhibit J, Scope of Work Appendix Guidance documents and forms) through the business portal, if within size limitations, and compatible with Microsoft Word, Microsoft Excel™ and Adobe® Acrobat® software for a Microsoft Windows™ configured computer. Data shall also be made available electronically to other DEP Contractors at the request of the Site Manager.
- I. Personnel provided under the Contract, whether covered by the pay schedule items or not shall be based on the Contract Descriptions of DEP Labor Categories and Key personnel in the Exhibit J, Scope of Work Appendix. In addition, the Contractor must provide notification to the DEP Contract Manager of any changes in the Key personnel identified in their response to the solicitation and/or upon execution of a contract with the DEP. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor shall provide replacement personnel with equal or greater qualifications and experience.
- J. DEP will seek to obtain site access for source properties. In some cases, site access may be difficult or impossible to obtain. Accordingly, Contractor shall hold Department harmless for any delays or failures to obtain site access from the source property owner(s).
- K. At all times and no later than the day before each visit to the contaminated site (source and non-source properties) contractor shall check the appropriate property appraiser's website to ensure that the identification of the real property owner has not changed since the contractor's last visit and matches the owner on the site access agreement, regardless of the program under which the work is tasked. If the real property owner has changed, the contractor must immediately inform the site manager and must not proceed until a new site access agreement has been obtained. Contractors who fail to do so will be required to submit a Corrective Action Plan, repeat failures risk possible suspension or termination of the contract.

- L. The Contractor must provide written notification (emails are acceptable) of field activities at least seven (7) calendar days prior to the commencement of work to all applicable parties including the Site Manager, PRP Inspector (PRP\_Inspector@dep.state.fl.us), site operator, site owner, RP and affected off-site property owners.
- M. All work must be performed in accordance with the Purchase Order issued, with the Scope of Work (SOW) and any attachments Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable DEP and Water Management District guidance memoranda, standard industry procedures. Copies of all referenced guidelines are available at: Petroleum Restoration Program | Florida Department of Environmental Protection. Reports must be submitted using the appropriate DEP forms found at: <https://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>. All work must be conducted in accordance with PRP Standard Specification Details found at: [Templates, Forms, Tools and Guidance | Florida Department of Environmental Protection](#).
- N. All work must be completed in accordance with the applicable Laws, Administrative Rules, and DEP Guidance. See Laws and Regulatory Specifications in the Scope of Work Appendix (Attachment 3), including the Table of DEP Guidance Documents and Forms in section A. All references to specific laws, rules, and guidance apply to future revisions of said rules and guidance, and additions for which notice will be provided as applicable.

### 3.5 Department's Responsibilities

The Department is responsible for technical oversight, management, and administrative activities necessary to prioritize, assess and cleanup sites contaminated by discharges of petroleum and petroleum products. This includes oversight for work performed at a site and ensuring that the Scope of Work (SOW) performed is appropriate, cost effective, and follows the established rules and guidelines outlined in Exhibit J, Scope of Work Appendix. If any of the work was unacceptable, then the DEP review letter will specify what corrections or additions the Contractor must make or specify what reductions will be made to the Purchase Order. The Agency Term Contractor must correct deliverable deficiencies at no additional charge.

### 3.6 Financial Consequences

Financial Consequences are defined within the Contract and additional consequences may be defined on a PO or TA basis. The financial consequences, as well as all sections of the Contract, are applicable to all POs, TAs, and Change Orders issued under the Contract.

Failure to provide all deliverables, failure to provide deliverables which are satisfactory, or failure to meet the specified deliverable timetables as defined in each TA or PO, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the Task Assignment or Purchase Order. If the deliverable due day occurs on a weekend, state holiday, or federal holiday the deliverable will be due the following business day.

The Department reserves the right to establish the amount and application of retainage on a Work Assignment basis to a maximum of 25%. Retainage shall be withheld from each payment to Contractor pending satisfactory completion of a Work Assignment and approval of all deliverables.

The Contractor may submit an invoice for a Task upon written notification of acceptance of the work/deliverables by the Department. Upon receipt of the Departments written approval for completed portions of each task, the Contractor must submit an invoice. Invoices for completed work may be submitted no more frequently than every thirty (30) days, or upon completion of the individual tasks as specified. Each invoice request must contain all documentation of performance.

## 3.7 Schedule of Pay Items

### 3.7.1 Pay Item Clarifications

Pay items listed in Section 4.7 are fully loaded rates that include all routine communication, labor, materials, equipment, administration, invoice preparation, and necessary travel related costs. The Contractor is prohibited from charging additional labor hours for preparation of invoices, task assignment and task assignment amendment proposals, work plans, and routine communication.

Costs associated with obtaining necessary state and local government permits and utility clearance to complete a specified pay item are included in the fully loaded pay item. However, any associated fees will be reimbursed with the Reimbursable pay item based on the actual permit issuer invoice. Cost associated with obtaining right of way access are included in the off-site property/Right access agreement pay item.

Travel is included in fully loaded pay items, unless otherwise specified. Remedial action packaged work scopes except pilot testing do specify that mobilization is included. Where not specified as included, Contractor and Subcontractor travel will be paid with the applicable Mobilization pay items. Meals and lodging are included in fully loaded pay items, unless otherwise specified.

Supporting documentation for all charges must be maintained by the Contractor and made available to the DEP upon request in accordance with Contract requirements.

### 3.7.2 Activities

1. OFFICE ACTIVITIES: The following pay items will be used for non-report-related office activities. Travel/mobilization is not allowed for these activities unless specifically noted under the pay item. Unless otherwise specified, the following pay items INCLUDE:

- a. All equipment, material, per diem and labor costs.
- b. Communication, Reproduction and Mailing costs.
- c. If applicable, submittal of one (1) final document digital copy and if requested (1) final document hard copy.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Travel-related costs.

1-1. File Review: [Per Review]. This pay item is allowed only when a site is new to an assigned Contractor. It may be allowed prior to issuance of the Task Assignment but the Contractor must secure prior permission to do so.

1-2. Site Health & Safety Plan: [Per Site]. This pay item is for the preparation of a comprehensive standard petroleum Site Health and Safety Plan. Allow once per site per CONTRACTOR.

1-2.a. Updated Site Health & Safety Plan for Continued Work (no cost to DEP): [Per Site]. This pay item is to update an existing Site Health and Safety Plan.

1-3. Notice of Discovery of Contamination Package (initial or TPOC): [Per Package]. This pay item is to prepare either the information package for the Initial Notice of Contamination Beyond Property Boundaries or the actual notices for the proposed establishment of a Temporary Point of Compliance (TPOC) beyond Property Boundaries in accordance with published DEP rules, guidance, and procedures. It includes completion of the Initial Notice of Contamination Beyond Property Boundaries in Rule 62-780.900, Contamination Notification Data Tables (for initial noticing packages) and copies of existing contaminant plume maps. Multiple iterations of this pay item may be allowed as the site assessment progresses when the rule requires initial notification within 10 days of discovery. However, only one pay item shall be allowed for initial notice package to address suspected “off-site” properties based on the signed and sealed plume map(s) in a technical report and only one pay item shall be allowed for the TPOC notices prior to RAP or NAM Plan approval. Such notices must comply with Rule 62-780.220, F.A.C. and guidance provided by the Department and copies of such notices must be provided to the Department.

1-4. Permit Fees: [Reimbursable]. Actual permit fee invoice from permit issuer required. Cost to obtain permit is included in applicable pay items. When wells are exempt from Water Management District permit fees and are permitted by the DEP technical approval order, permit fees are not required and will not be reimbursable under this contract. Permits must comply to the issuing regulatory authority’s requirements and copies of all permits must be provided to the Department.

1-5. Obtaining Off-Site Property Access Agreement, Right of Way Access Agreement or Permit: [Per Agreement]. Must use current DEP access agreement format which can be found (<https://floridadep.gov/waste/petroleum-restoration/content/administrative-guidance> ). Pay item is also applicable to obtaining permit(s) required to access Right-of-Way identified as local, state, or federal property. For ROW access, the Permit serves as the access agreement. All permits and agreements must comply with Department guidance and SOP - 16. Permits, as applicable and copies of same must be submitted to the Department. Use Permit Fees pay item when required.

1-6. Project Specific Financial Guarantee Bond (if required by DEP): [Reimbursable].

1-7. Six percent (6%) handling fee for cost reimbursable items: [Handling Fee]. This pay item is limited to those items identified as “reimbursable” on the Schedule of Pay Items.

1-8. Map and Table Generation: [Per Site] This pay item is to compile historical data and create the maps and tables. It is allowed only once per contractor per site. Maps and tables must be submitted electronically in their native format and in conjunction with the planned deliverable Excel.

2. FIELD ACTIVITIES – GENERAL: The following pay items will be used for general field activities.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Collection of field measurements by a qualified Technical Specialist or Field Technician familiar with surveying techniques.
- c. Costs to generate/update the appropriate tables, maps, and cross- sections.
- d. Sample shipping.



- e. Communication, Reproduction and Mailing costs.
- f. Submittal of one (1) final report digital copy, and if requested one (1) final report hard copy.
- g. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).
- b. Sample collection (Use Sample Collection pay item).
- c. Well Gauging (Use Water Level/Free Product Gauging pay item).
- d. Well installation (Use Well Installation pay item).
- e. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- f. Securing property Access Agreements (Use Off-Site Property Access Agreement pay item).

2-1. Site Reconnaissance/Field Measurement Visit: [Per Visit]. This pay item is to collect basic site information necessary to develop a detailed Scope of Work for site assessment and/or remedial action activities, including, but not limited to, the layout of the site structures and landscape features including stormwater collection/detention systems (e.g., catch basins, manholes, detention/retention ponds and any outlet structures), petroleum product or other regulated substance storage systems, existing compliance or monitoring wells including efforts to locate missing wells using device such as shovels and metal detectors, utility lines, access logistics, traffic patterns, adjacent property use, and potential contaminant sources. Work shall include horizontal plane and measurements of field points, including but not limited to building corners, manholes, catch basins, compliance wells and monitoring wells. Work shall include collecting top-of-casing elevations for previously installed wells, to a precision of 0.01-foot vertical relative to a common datum or benchmark within 1,000 feet. Gauging of existing monitoring wells is typically conducted concurrent with this visit. This pay item includes the creation and submittal of associated maps, tables, and site photographs.

2-2. Receptor Survey and Exposure Pathway Identification: [Per Survey]. This pay item is to identify potential receptors and exposure pathways for site risk determination. The survey will include a water well records search to identify all recorded water wells within a 0.5-mile radius and ordinances or other circumstances that prevent or influence future water wells. The survey will also include a records search including a DEP file review and a 500-foot field receptor survey performed by a qualified Technical Specialist to identify other receptors and exposure pathways, including unrecorded water wells, surface water bodies, underground utilities, buildings, and confined spaces, sensitive or protected habitats, off-source site property impacts, current land use and zoning information and other potential receptor risk factors. This pay item includes completion and submittal of the current Receptor Survey and Exposure Pathway Identification Form including the completed receptor survey and required submittal of the DOH map and well data.

2-3. Professional Land Survey: [Reimbursable]. To be performed by a Florida licensed professional land surveyor. Includes survey plat, field notes showing site boundaries and easements, legal description, and metes and bounds description. Digital CAD data and Adobe Acrobat™ PDF file of the plat shall be submitted electronically as an e-mail attachment. Actual PLS invoice required.

2-4. Contractor Oversight for Non-Price Schedule Activities: [Per Day]. This pay item represents one 10-hour day of Contractor Oversight of field activities not covered by the fixed cost schedule and is to be prorated to the nearest 1/10 day (1 hour) based on actual time spent on-site (e.g., 6 hours = 0.6 days and 12 hours = 1.2 days).

2-5. Maintenance of Traffic (MOT): [Reimbursable] Furnish, install, and maintain traffic control and safety devices during Scope of Work activities. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans including any requirements by the sanctioned government entity. MOT includes all facilities, devices, and operations as required for safety and convenience of the public within the work zone. A copy of the approved MOT plan approved by the governing entity must be provided to the Department.

3. MOBILIZATION: The following pay items are for transportation of all personnel and equipment to and from the site associated with activities included in the price schedule unless mobilization is specifically included in a pay item. Mobilization for procured goods and services (vendors and subcontractors) not covered by the fixed price schedule should be included in the Reimbursable vendor and subcontractor costs. Mobilization is generally limited to once per field event, with the exception of projects lasting two or more weeks, for which mobilizations may be allowed for work crews (pay items 3-1, 3-2 and 3-3) not more frequently than once per week (7 days). Mobilization pay items for equipment (excluding pay items 3-4 and 3-5) are for the duration of the field event. The Mobilization distance is determined from the closest office to the site at the time of acceptance of the Scope of Work.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. Field personnel and equipment operators.
- b. Fuel, oil, maintenance, and repairs.
- c. Road/bridge tolls and fees.
- d. All other costs associated with operating a vehicle/trailer and mobilizing to and from site,
- e. Drilling mobilization (DPT Rig, Drill Rig, LDA Rig) includes use of Light Duty Vehicle, Heavy Duty/Stake bed Truck, Work Trailers and onsite storage if needed.
- f. Per Diem.

3-1. Light Duty Vehicle Mobilization (car or 1/2-ton truck): [Per Round Trip].

3-2. Heavy Duty/Stake bed Truck Mobilization (3/4 ton +): [Per Round Trip].

3-3. Work Trailer Mobilization: [Per Round Trip].

3-4. DPT Rig and Support Vehicles Mobilization: [Per Round Trip].

3-5. Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic): [Per Round Trip].

3-6. Excavator Mobilization: [Per Round Trip].

3-7. LDA Rig and Support Vehicles Mobilization: [Per Round Trip].

3-8. Loader/Backhoe Mobilization: [Per Round Trip].

3-9. Mini Excavator/Loader Mobilization: [Per Round Trip].

3-10. Drum Compactor Mobilization: [Per Round Trip]. The drum compactor for this pay item is heavy equipment used during earth work typically for compaction after excavation.

4. DRILLING AND BORING: The following pay items will be used for drilling, logging, sampling, and screening of soil samples with an OVA. Drilling methodology and ancillary equipment shall be appropriate for site-specific conditions.

NOTE: The total depth of each individual monitoring well should be used to determine the depth interval for the drilling pay item (<50 feet, 50 to 100 feet, or >100 feet) for all well footage. For example, a 60 foot deep well should use the 50 to 100 feet unit rate for all well footage.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Labor costs for a State of Florida licensed water well contractor.
- c. Acquisition of all required permits, excluding actual permit fee (If applicable, see Notes above). Marking well/boring locations and hand excavation to a minimum of 4 feet bls for utility clearance prior to drill rig usage.
- d. Concrete coring, if required.
- e. Collection and field screening of samples of the soil column conducted by headspace techniques with a properly calibrated Organic Vapor Analyzer.
- f. Cuttings retrieved at the surface shall be continuously examined to develop lithologic logs that include screening data.
- g. Grout sealing boreholes that are not converted into a well.
- h. Containers other than disposal drums for storage of cuttings, drilling fluids, waste, and wastewater.
- i. Preparation and submittal of soil-boring logs.
- j. For Cone Penetrometer Test (CPT) and Membrane Interface Probe (MIP), a brief narrative/summary report documenting the field activities and a complete copy of all print-out records of test readings (real-time data).
- k. Per Diem.
- l. Performance of soil borings for the purpose of collecting soil samples for laboratory analyses. The collection of soil samples from soil borings is covered under line item 8.6.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Field oversight and soil-boring logging by a Florida registered P.G. (Select appropriate pay item). Actual permit fees (If applicable, see Notes above, use Reimbursable pay item).
- b. Soil sampling at specified intervals for specified borings (Use appropriate technology cost Pay Item, i.e., split spoon, or sonic cores).
- c. Well installation (Use Well Installation pay item).
- d. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- e. Reporting (Use Reports pay item).
- f. Securing property Access Agreements (Use Off-Site Property Access Agreement pay item).

- g. Drums for disposal of waste (included in per drum disposal pay items).
- 4-1.a. Split Spoon Sampling – 2 foot (during boring) < 50 feet: [Per Spoon].
- 4-1.b. Split Spoon Sampling – 2 foot (during boring) 50 to 100 feet: [Per Spoon].
- 4-1.c. Split Spoon Sampling – 2 foot (during boring) > 100 feet: [Per Spoon].
- 41.d. Sonic Core Sampling – 5 or 10 foot (during boring): [Per Core].
- 4-2. Hand Auger Boring ≤ 10 foot total depth: [Per Boring].
- 4-3. Direct Push Technology (DPT) Rig and Equipment: [Full Day]. (NOTE: A full day is defined here as 10 hours.) It is intended that the number of days included in a scope will be adequate for the associated work to be performed. This item will not be prorated.
- 4-4. DPT Membrane Interface Probe (MIP) Equipped with PID and ECD (add-on cost to DPT Base rate): [Full Day]. Refer to Item 5-3 for a definition of Full Day.
- 4-5. HSA or MR Boring ≤ 6-inch diameter; < 50 foot total depth: [Per Foot].
- 4-6. HSA or MR Boring ≤ 6-inch diameter; 50 to 100 foot total depth: [Per Foot].
- 4-7. HSA or MR Boring ≤ 6-inch diameter; > 100 foot total depth: [Per Foot].
- 4-8. HSA or MR Boring > 6 inch to 10 inches diameter; < 50 foot total depth: [Per Foot].
- 4-9. HSA or MR Boring > 6 inch to 10 inches diameter; 50 to 100 foot total depth: [Per Foot].
- 4-10. HSA or MR Boring > 6 inch to 10 inches diameter; > 100 foot total depth: [Per Foot].
- 4-11. HSA or MR Boring > 10 to 14 inch diameter; < 50 foot total depth: [Per Foot].
- 4-12. HSA or MR Boring > 10 to 14 inch diameter; 50 to 100 foot total depth: [Per Foot].
- 4-13. HSA or MR Boring > 10 to 14 inch diameter; > 100 foot total depth: [Per Foot].
- 4-14. Sonic Boring ≤ 6 inch diameter; < 50 foot total depth: [Per Foot].
- 4-15. Sonic Boring ≤ 6 inch diameter; 50 to 100 foot total depth: [Per Foot].
- 4-16. Sonic Boring ≤ 6 inch diameter; > 100 foot total depth: [Per Foot].
- 4-17. Sonic Boring > 6 inch to 10 inches diameter; < 50 foot total depth: [Per Foot].
- 4-18. Sonic Boring > 6 inch to 10 inches diameter; 50 to 100 foot total depth: [Per Foot].
- 4-19. Sonic Boring > 6 inch to 10 inches diameter; > 100 foot total depth: [Per Foot].
- 4-20. Sonic Boring > 10 to 14 inch diameter; < 50 foot total depth: [Per Foot].
- 4-21. Sonic Boring > 10 to 14 inch diameter; 50 to 100 foot total depth: [Per Foot].
- 4-22. Sonic Boring > 10 to 14 inch diameter; > 100 foot total depth: [Per Foot].
- 5. WELL INSTALLATION: The following pay items will be used to CONVERT a soil boring into a well. These pay item costs do NOT include the cost of drilling of the borehole which is covered under the Drilling and Boring pay items. All wells will be authorized by the DEP and shall be constructed in

accordance with the Petroleum Restoration Program procedure PCS-006, Design, Installation, and Placement of Monitoring Wells and other applicable guidance.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Labor costs for a State of Florida licensed water well contractor.
- c. Acquisition of all required permits, excluding actual permit fee (If applicable, see Note above).
- d. Conversion of boring into a well of the specified diameter using Schedule 40 PVC screen and riser/casing. Well screen up to 20 feet.
- e. Proper installation and completion at-grade of well, including end cap, annular seal (gravel pack, bentonite, grout), locking cap, manhole, well pad and any other materials required.
- f. Proper development of the well.
- g. Field measurement of top-of-casing elevation to a precision of 0.01-feet vertical relative to a common datum or benchmark within 1,000 feet.
- h. Preparation and submittal of well construction and development logs.
- i. Notifications and reports required by federal, state, or local entities.
- j. Per diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Field oversight by a Florida registered P.G. (If needed in addition to the qualified staff and driller already in the field performing the work. It must be demonstrated that there is a unique and site-specific reason why a P.G. is required for field oversight and why the qualified field staff would need the additional field oversight assistance. Select appropriate pay item).
- b. Actual permit fees (If applicable, see Note above, use Reimbursable pay item).
- c. Drilling of borehole (Use Drilling and Boring pay item).
- d. Installation of Well Vault, if justified (Use Well Vault pay item).
- e. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- f. DEP Reporting (Use Reports pay item).

5-1. Well Installation – 1 inch diameter (vertical): [Per Foot].

5-2.a. Well Installation – 2 inch diameter (vertical): [Per Foot].

5-2.b. Horizontal Well Installation – 2 inch diameter ( includes trenching): [Per Foot]. This includes all equipment, material, and labor to trench and install a well.

5-3.a. Well Installation – 4 inch diameter (vertical): [Per Foot].

5-3.b. Horizontal Well Installation – 4 inch diameter ( includes trenching): [Per Foot]. This includes all equipment, material, and labor to trench and install a well.

5-4. Well Installation – 1.5 inch diameter (vertical): [Per Foot].

5-5. Well Installation – 6 inch diameter (vertical): [Per Foot].

5-6. Surface Casing – 6 inch diameter: [Per Foot].

- 5-7. Surface Casing – 8 inch diameter: [Per Foot].
- 5-8. Surface Casing – 10 inch diameter: [Per Foot].
- 5-9. Surface Casing – 12 inch diameter: [Per Foot].
- 5-10.a. Additional Well Screen > 20 feet – 1 inch diameter: [Per Foot].
- 5-10.b. Additional Well Screen > 20 feet – 2 inch diameter: [Per Foot].
- 5-10.c. Additional Well Screen > 20 feet – 4inch diameter: [Per Foot].
- 5-10.d. Additional Well Screen > 20 feet – 6 inch diameter: [Per Foot].
- 5-11. Above Grade Well Completion: [Per Well]. This pay item includes all equipment, material, and labor for above-grade well completions up to 3.5 feet above ground and at least 2 feet above potential flood level, including protective steel casing, locking cover, and three protective bollards placed around the completion.
- 5-12. Installation of Well Vault – 2 x 2 x 2 foot: [Per Vault]. This pay item includes all equipment, material, and labor to excavate and install a well vault 2 foot by 2 foot by 2 foot in size, with at least 2 inches of 2500 psi concrete for vault walls and floor, and a water-resistant traffic rated cover plate.
- 5-13. Installation of Well Vault – 4 x 4 x 2 foot: [Per Vault]. This pay item includes all equipment, material, and labor to excavate and install a well vault 4 foot by 4 foot by 2 foot in size, with at least 2 inches of 2500 psi concrete for vault walls and floor, and a water-resistant traffic rated cover plate.
- 5-14. Well Redevelopment: [Per Well]. This pay item includes all equipment, material, and labor to redevelop a well.
- 5-15. Removal and Reinstallation of 8-inch Manhole and well pad: [Per Well]. This pay item is for use when a well pad/manhole has been damaged or destroyed.
- 5-16. Removal and Reinstallation of 12-inch Manhole and well pad: [Per Well]. This pay item is for use when a well pad/manhole has been damaged or destroyed.
- 5-17. Prepacked Screen: [Per Foot]. This pay item is for use when installing wells comprising of prepacked screens.

6. WELL ABANDONMENT: The following pay items are to grout and abandon wells. All wells shall be abandoned in accordance with the BPSS procedure PCS- 006, Design, Installation, and Placement of Monitoring Wells, DEP Rule 62- 532.500(4), F.A.C., and Water Management District permit requirements.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Labor costs for a State of Florida licensed water well contractor.
- c. Field oversight by a qualified Field Technician.
- d. Removal and disposal of well casing and concrete pad.
- e. Grout sealing of the well bore.
- f. Removal and disposal of well vault with backfill and compaction of void.
- g. Resurface area to match original material (e.g., pavement, concrete, sod, etc.).

- h. Completion and submittal of all necessary paperwork and notification required by well permit, including the State of Florida Well Completion Report.
- i. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Well Abandonment/Site Restoration Report (Use Reports pay item).
- 6-1. Grout and Abandon Well, 1 to 2 inch diameter: [Per Foot].
  - 6-2. Grout and Abandon Well, > 2 to 4 inch diameter: [Per Foot].
  - 6-3. Grout and Abandon Well > 4 to 6 inch diameter: [Per Foot].
  - 6-4. Grout and Abandon Well > 6 inch diameter: [Per Foot].
  - 6-5. Removal of Well Vault – 2 x 2 x 2 foot: [Per Vault].
  - 6-6. Removal of Well Vault – 4 x 4 x 2 foot: [Per Vault].
  - 6-7. Removal of Well Pad and Manhole: [Per Well].
7. SAMPLE COLLECTION AND FIELD TESTING: The following pay items are for collection of samples and specified field testing. Groundwater sampling shall be in accordance with DEP Quality Assurance Groundwater Sampling Standard Operating Procedures (DEP-SOP-001/01, FS 2200 Groundwater Sampling) referenced in the Quality Assurance Rule, Chapter 62-160, F.A.C., and BPSS Procedure PCS-005, Groundwater Sampling Procedures Variances and Clarifications for Bureau of Petroleum Storage System Sites. Soil sampling shall be in accordance with DEP Quality Assurance General Sampling Procedures (DEP-SOP-001/01 FS 1000) referenced in the Quality Assurance Rule, Chapter 62-160, F.A.C., and BPSS Procedure PCS-004, Soil Sampling.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Collection and preparation of samples by a qualified Field Technician for specified field test or shipment to laboratory for analysis.
- c. Shipping of samples to laboratory.
- d. Field Testing per specified pay item.
- e. Storage of recovered product prior to disposal.
- f. Field notes, chains-of-custody, and other appropriate sampling documentation.
- g. Collection of a sample for multiple laboratory and/or field analyses, split samples, and QA/QC samples.
- h. Per Diem.
- l. Evaluation of well location and nomenclature compared to historical files.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Laboratory analysis (Use Laboratory Analysis pay item).
  - b. Product Disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- 7-1. Monitoring Well Sampling with Water Level, ≤ 100 foot depth: [Per Well].
  - 7-2. Monitoring Well Sampling with Water Level, > 100 foot depth: [Per Well].

- 7-3. Domestic Water Well Sampling: [Per Well].
- 7-4. Other Water Sampling: [Per Sample]. Surface water, tap water, etc.
- 7-5. Free Product Sample Collection: [Per Sample].
- 7-6. Soil/Sediment Sample Collection: [Per Sample].
- 7-7. Water Level/Free Product Gauging: [Per Well]. Includes depth to water, depth to product, and product thickness. Measurements shall be made to the nearest 0.01 foot.
- 7-8. Free Product Gauging and Bailing: [Per Well]. Includes depth to product and product thickness. Measurements shall be made to the nearest 0.01 foot.
- 7-9. Vapor/Ambient Air Sample Collection – Passive Dosimeter, Sorbent Tube, Tedlar™ Bag (or Equivalent): [Per Sample].
- 7-10. Vapor/Ambient Air Sample Collection – SUMMATM Canister (or equivalent): [Per Sample].
- 7-11. Electronic Data Deliverables (EDD): [Per Sampling Event]. Includes creating the field EDD, run data review in ADaPT or other software as defined by the Department for the lab EDD, and export the field and lab EDDs to create csv file for submittal to the Department. This is in addition to the already required Lab EDD and Error Log. Instructions and requirements can be viewed in the DWM User Guide available at <https://floridadep.gov/waste/waste/content/automated-data-processing-tool-adapt>.
- 7-12. Survey Latitude/Longitude of Existing Monitor Wells: [Per Well]. To be performed in conjunction with planned field activities, includes surveying latitude and longitude of existing monitor wells. This information will be added to the Existing Monitor Well Location Form located on the PRP Procedures & Guidance Documents webpage and submitted electronically (via email) in its native format and in conjunction with the planned deliverable. This item is a one-time cost per well. Measurement's accuracy, and precision must be based on Locational Data Standard (Rank 3) also located on the PRP Procedures & Guidance Documents webpage. This does not require a PLS survey, it does require a DGPS (differentially corrected course/acquisition code phase GPS).
- 7-13. Survey Latitude/Longitude of New Monitor Wells: [Per Well]. To be performed in conjunction with planned field activities, includes surveying latitude and longitude of newly-installed monitor wells. This information will be added to the New Well Construction Log located on the PRP Procedures & Guidance Documents webpage and submitted electronically (via email) in its native format and in conjunction with the planned deliverable. This item is a one-time cost per well. Measurements accuracy and precision must be based on Locational Data Standard (Rank 3) also located on the PRP Procedures & Guidance Documents webpage. This does not require a PLS survey, it does require a DGPS (differentially corrected course/acquisition code phase GPS).
- 7-14. Encore (25 gram): [Per Sample]. The cost will include the 25 gram Encore samples submitted to the laboratory for SPLP testing and the 25 gram Encore samples collected in the field but not submitted to the laboratory for testing (discarded).
- 8. LABORATORY ANALYSIS: The following pay items are to provide laboratory analyses performed in accordance with the requirements set forth in Chapter 62- 160, Florida Administrative Code (F.A.C.). In addition, all laboratories must hold certification from the Department of Health (DOH) Environmental Laboratory Certification Program (ELCP) using standards established by the National Environmental



Laboratory Accreditation Conference (NELAP) as specified in Ch. 64E, F.A.C., for each matrix/test method/analyte combination. Certain exceptions apply and can be found in the February 17, 2007, Guidance Memo BPSS Enforcement of Laboratory NELAP Certification Requirements.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Labor costs for qualified laboratory personnel to perform analysis.
- c. Up to fourteen (14) day turnaround time (begins when laboratory receives samples).
- d. All QA/QC protocols.
- e. Cost for extraction.
- f. Laboratory reports.
- g. Contractor data review.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Sample collection (Use Sample Collection pay item).
- b. Technical reports in which lab data is addressed (Use Reports pay item).

8.A. SOIL/SEDIMENT ANALYSIS:

- 8-1. Soil, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C., except for non-Priority Pollutant Organics (Multiple Methods): [Per Sample].
- 8-2. Soil, BTEX + MTBE (EPA 8021 or EPA 8260): [Per Sample].
- 8-3. Soil, Volatile Organic Halocarbons (EPA 8021 or EPA 8260): [Per Sample].
- 8-4. Soil, BTEX + MTBE + VOHs (EPA 8021 or EPA 8260): [Per Sample].
- 8-5. Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310): [Per Sample].
- 8-6. Soil, Priority Pollutant Volatile Organics (EPA 8260): [Per Sample].
- 8-7. Soil, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 8270 list [e.g., EPA 8081/8082 + EPA 8270]): [Per Sample].
- 8-8. Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO): [Per Sample].
- 8-8.a. Soil, TRPH Fractionation (MADEP-EPH/VPH Method or TPHCWG Direct Method): [Per Sample].
- 8-9. Soil, PCBs [or Aroclors] (EPA 8082): [Per Sample].
- 8-10. Soil, 8 RCRA Metals (EPA 6010 or EPA 6020 [Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver] and EPA 6020 or EPA 7471 [Mercury]): [Per Sample].
- 8-11. Soil, Arsenic (EPA 6010 or EPA 6020): [Per Sample].
- 8-12. Soil, Cadmium (EPA 6010 or EPA 6020): [Per Sample].
- 8-13. Soil, Chromium (EPA 6010 or EPA 6020): [Per Sample].
- 8-14. Soil, Lead (EPA 6010 or EPA 6020): [Per Sample].
- 8-15. Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311): [Per Sample].
- 8-16. Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA 1312): [Per Sample].

- 8-17. Soil, Organic Carbon, Total (EPA 9060 or Walkey-Black): [Per Sample].
- 8-18. Soil, Dry Bulk Density (ASTM D1556-07, ASTM D2167-08, ASTM D2922-01,-04, -04e, -96e1 or ASTM D2937-10): [Per Sample].
- 8-19. Soil, Moisture Content (ASTM D2216-10): [Per Sample].
- 8-20. Soil, Texture (See Gee + Bauder [1966]): [Per Sample].
- 8-21. Soil, Cumene (Isopropyl benzene), 1,2,4-Trimethylbenzene and 1,3,5-Trimethylbenzene (EPA 8260): [Per Sample]
- 8.B. WATER ANALYSIS:
- 8-22. Water, Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (multiple methods): [Per Sample].
- 8-23. Water, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C., except for non-Priority Pollutant Organics (multiple methods): [Per Sample].
- 8-24. Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021, or EPA 8260): [Per Sample].
- 8-25. Water, Volatile Organic Halocarbons, except EDB (EPA 8021 or EPA 8260): [Per Sample].
- 8-26. Water, BTEX + MTBE + VOHs (EPA 601/602, EPA 624, EPA 6021, or EPA 8260): [Per Sample].
- 8-27. Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270, or EPA 8310): [Per Sample].
- 8-28. Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011): [Per Sample].
- 8-29. Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 8260 SIM): [Per Sample].
- 8-30. Water, Priority Pollutant Volatile Organics [for NPDES purposes only] (EPA 624): [Per Sample].
- 8-31. Water, Priority Pollutant Volatile Organics (EPA 8260): [Per Sample].
- 8-32. Water, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables [for NPDES purposes only] (EPA 625 list [e.g., EPA 608 + EPA 625]): [Per Sample].
- 8-33. Water, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 8270 list [e.g., EPA 8081/8082 + EPA 8270 or EPA 608 + EPA 8270): [Per Sample].
- 8-34. Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO): [Per Sample].
- 8-35. Water, PCBs [or Aroclors] (EPA 608 or EPA 8082): [Per Sample].
- 8-36. Water, Arsenic, Total (EPA 200.7, EPA 200.8, EPA 6010, or EPA 6020): [Per Sample].
- 8-37. Water, Cadmium, Total (EPA 200.7, EPA 200.8, EPA 6010, or EPA 6020): [Per Sample].
- 8-38. Water, Chromium, Total (EPA 200.7, EPA 200.8, EPA 6010, or EPA 6020): [Per Sample].
- 8-39. Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010, or EPA 6020): [Per Sample].
- 8-40. Water, Dissolved Lead (includes filter appropriate to sample method - EPA 200.7, 200.9, 6010B, or 7380): [Per Sample].

- 8-41. Water, Mercury, Total (EPA 245.1, EPA 6020, or EPA 7470): [Per Sample].
- 8-42. Water, Calcium, Total (EPA 200.7, EPA 6010, or EPA 6020): [Per Sample].
- 8-43. Water, Iron, Total (EPA 200.7, EPA 6010, or EPA 6020): [Per Sample].
- 8-44. Water, Dissolved Iron (includes filter appropriate to sample method - EPA 200.7, 200.9, 6010B, or 7380): [Per Sample].
- 8-45. Water, Magnesium, Total (EPA 200.7, EPA 6010, or EPA 6020): [Per Sample].
- 8-46. Water, Manganese, Total (EPA 200.7, EPA 200.8, EPA 6010, or EPA 6020): [Per Sample].
- 8-47. Water, Potassium, Total (EPA 200.7, EPA 6010, or EPA 6020): [Per Sample].
- 8-48. Water, Sodium, Total (EPA 200.7, EPA 6010, or EPA 6020): [Per Sample].
- 8-49. Water, Alkalinity [as CaCO<sub>3</sub>] (EPA 310.2 or SM 2320 B): [Per Sample].
- 8-50. Water, Ammonia [as N] (EPA 350.1, SM 4500-NH<sub>3</sub> C, SM 4500-NH<sub>3</sub> D, SM 4500-NH<sub>3</sub> G or SM 4500-NH<sub>3</sub> H): [Per Sample].
- 8-51. Water, Chloride (EPA 300.0, EPA 9056, EPA 9251, EPA 9053, SM 4500Cl B, SM 4500Cl C or SM 4500Cl E): [Per Sample].
- 8-52. Water, Hardness, Total [as CaCO<sub>3</sub>] (SM 2340 B or SM 2340 C): [Per Sample].
- 8-53. Water, Nitrate [as N] (EPA 300.0 or EPA 353.2): [Per Sample].
- 8-54. Water, Nitrate-Nitrite [as N] (EPA 300.0, EPA 353.2, SM 4500-NO<sub>3</sub> E or SM 4500-NO<sub>3</sub> F): [Per Sample].
- 8-55. Water, Nitrite [as N] (EPA 300.0, EPA 300.1, SM 4500-NO<sub>2</sub> B or SM 4500-NO<sub>3</sub> F): [Per Sample].
- 8-56. Water, Organic Carbon, Total (SM 5310 B, SM 5310 C or EPA 9060): [Per Sample].
- 8-57. Water, Orthophosphate [as P] (EPA 300.0, EPA 300.1, EPA 365.1, EPA 365.3, EPA 9056, SM 4500-PE, or SM 4500-PF): [Per Sample].
- 8-58. Water, Residue-filterable [Total Dissolved Solids] (SM 2540 C): [Per Sample].
- 8-59. Water, Residue-non-filterable [Total Suspended Solids] (SM 2540 D): [Per Sample].
- 8-60. Water, Sulfate (ASTM D516-02, ASTM D516-90, EPA 300.0, EPA 300.1, EPA 375.2, EPA 9038, EPA 9056, or SM 4500-SO<sub>4</sub> C): [Per Sample].
- 8-61. Water, Heterotrophic Plate Count (SM 9215 B or SIMPLATE): [Per Sample].
- 8-62. Water, Acute Bioassay-96 Hour, Freshwater, Vertebrate/Invertebrate [Vertebrate: *Pimephales promelas* or *Cyprinella leedsi*/Invertebrate: *Ceriodaphnia dubia*] (EPA 2000.0/2002.0): [Per Sample].
- 8-63. Water, Acute Bioassay-96 Hour, Estuarine + Marine, Vertebrate/Invertebrate [Vertebrate: *Menidia beryllina*, *Meridia menidia* or *Menida peninsulae*/Invertebrate: *Mysidopsis bahia*] (EPA 2006.0/2007.0): [Per Sample].
- 8-64. Water, BTEX/MTBE + Naphthalene (EPA 8260): [Per Sample].
- 8-65. Water, EDC [1,2-dichloroethane] (EPA Method 8021 or 8260): [Per Sample].

8-66. Water, Methane (EPA SOP RSK-175): [Per Sample].

8-67. Water, Cumene (Isopropyl benzene), 1,2,4-Trimethylbenzene and 1,3,5-Trimethylbenzene (EPA 8260): [Per Sample]

8.C. AIR ANALYSIS:

8-68. Air, Total Petroleum Hydrocarbons (Method 18 or TO-3): [Per Sample].

8-69. Air, Volatile Organic Aromatics (EPA Method TO-15): [Per Sample].

8-70. Air, Polycyclic Aromatic Hydrocarbons(EPA Method TO-13): [Per Sample].

8-71. Air, Volatile Organic Compounds (EPA Method TO-17): [Per Sample].

8.D. OTHER ANALYSIS:

8-72. Additional Laboratory Charge for 7 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment. This is an additional charge (percentage) above the normal rate for expedited turnaround by the laboratory for an analysis.

8-73. Additional Laboratory Charge for 3 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment. This is an additional charge (percentage) above the normal rate for expedited turnaround by the laboratory for an analysis.

8-74. Additional Laboratory Charge for 1 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment. This is an additional charge (percentage) above the normal rate for expedited turnaround by the laboratory for an analysis.

9. SOIL SOURCE REMOVAL RELATED: The following pay items are used to dewater, excavate and/or remove soil/material, backfill, and compact the excavation area. The scope of the soil source removal must be approved by the DEP Project Manager prior to initiating work. These pay items are not used for trenching or petroleum storage tank system removal.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Acquisition of all required permits, excluding actual permit fee.
- c. Field oversight by a qualified Engineer or Geologist.
- d. Onsite temporary storage of soil/material (e.g., roll off box).
- e. Small on-site storage tanks  $\leq$  2,000 gallon capacity.
- f. Sampling/testing of backfill and/or flowable fill per specification
- g. Complying with OSHA safety requirements.
- h. Temporary Security Fencing.
- i. Safety Devices (barricades, lights, signs, concrete barriers, trench boxes and plates).
- j. Stormwater/erosion control measures.
- k. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of Personnel and Equipment to and from site (Use Mobilization pay item).

- b. Debris, waste, and product removal and/or disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- c. Concrete and asphalt replacement (Use Resurfacing pay item).
- d. Sample Collection of effluent or waste or for classification (Use Sample Collection pay item).
- e. Laboratory analysis of effluent for waste for classification (Use Laboratory Analysis pay item).
- f. Actual permit fees (Use Permit Fees [Reimbursable] pay item).
- g. Large on-site holding tanks (Use Remedial Action Equipment - Use pay item).
- h. On-Site Water Treatment (Use Remedial Action – Packaged Work Scopes pay item).
- i. Tank Removal (Use Petroleum Storage Tank Removal and Disposal pay item).

9-1.a. Sheet Piling Installation for  $\leq 20$  feet deep Excavation: [Per Square Foot]. This pay item is for installation and removal of sheet piling to facilitate a 20 feet deep excavation. Square footage calculation includes entire length and width of sheet piling.

9-1.b. Sheet Piling Rental for  $\leq 20$  feet deep Excavation: [Per Square Foot/Day]. This pay item is for rental of sheet piling to facilitate a 20 feet deep excavation and usage on a daily basis.

9-1.c. Sheet Piling Rental for  $\leq 20$  feet deep Excavation: [Per Square Foot/Week]. This pay item is for rental of sheet piling to facilitate a 20 feet deep excavation and usage on a weekly basis.

9-1.d. Sheet Piling Rental for  $\leq 20$  feet deep Excavation: [Per Square Foot/Month]. This pay item is for rental of sheet piling to facilitate a 20 feet deep excavation and usage on a monthly basis.

9-2.a. Sheet Piling Installation for  $> 20$  feet deep Excavation: [Per Square Foot]. This pay item is for installation and removal of sheet piling to facilitate a greater than 20 feet deep excavation. Square footage calculation includes entire length and width of sheet piling.

9-2.b. Sheet Piling Rental for  $> 20$  feet deep Excavation: [Per Square Foot/Day]. This pay item is for rental of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a daily basis.

9-2.c. Sheet Piling Rental for  $> 20$  feet deep Excavation: [Per Square Foot/Week]. This pay item is for rental of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a weekly basis.

9-2.d. Sheet Piling Rental for  $> 20$  feet deep Excavation: [Per Square Foot/Month]. This pay item is for rental of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a monthly basis.

9-3. Conventional Soil Excavation and Loading  $\leq 300$  cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a conventional excavation of up to 300 cubic yards.

9-4. Conventional Soil Excavation and Loading  $> 300$  cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a conventional excavation exceeding 300 cubic yards.

9-5. LDA Excavation and Loading Without Casing  $\leq 300$  cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a Large Diameter Auger (LDA) excavation of up to 300 cubic yards without the use of supportive casing.

9-6. LDA Excavation and Loading Without Casing  $> 300$  cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a LDA excavation exceeding 300 cubic yards without the use of supportive casing.

9-7.a. LDA Excavation and Loading with Surface Casing  $\leq$  300 cubic yards: [Per Cubic Yard]. This pay item is used for excavation and loading of soils for a LDA excavation of up to 300 cubic yards with the use of supportive casing.

9-7.b. LDA Excavation and Loading with Driven Casing  $\leq$  300 cubic yards: [Per Cubic Yard]. This pay item is used for excavation and loading of soils for a LDA excavation of up to 300 cubic yards with the use of supportive casing.

9-8.a. LDA Excavation and Loading with Surface Casing  $>$  300 cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a LDA excavation exceeding 300 cubic yards with the use of supportive casing.

9-8.b. LDA Excavation and Loading with Driven Casing  $>$  300 cubic yards: [Per Cubic Yard]. This pay item is for excavation and loading of soils for a LDA excavation exceeding 300 cubic yards with the use of supportive casing.

9-9. Flowable Fill Concrete and Installation: [Per Cubic Yard]. This pay item is for flowable fill concrete material and installation. The flowable fill shall meet the strength requirements specified in the Remedial Action Plan. Includes costs for compressive strength testing.

9-10. Clean Backfill Material, Compaction and Testing  $\leq$  300 cubic yards: [Per Cubic Yard]. This pay item includes the purchase, transportation, installation, compaction, and compaction testing of backfill material for a conventional excavation of up to 300 cubic yards.

9-11. Clean Backfill Material, Compaction and Testing  $>$  300 cubic yards: [Per Cubic Yard]. This pay item includes the purchase, transportation, installation, compaction, and compaction testing of backfill material for a conventional excavation exceeding 300 cubic yards.

9-12.a. Clean Overburden Used as Backfill, Compaction and Testing  $\leq$  300 cubic yards: [Per Cubic Yard]. This pay item is for installation, compaction, and compaction testing of suitable backfill material reused at the site.

9-12.b. Clean Overburden Used as Backfill, Compaction and Testing  $>$  300 cubic yards: [Per Cubic Yard]. This pay item is for installation, compaction, and compaction testing of suitable backfill material reused at the site.

9-13. Pea Gravel: [Per Ton]. This pay item includes the purchase, transportation, and installation of pea gravel where such material is specified.

9-14. #57 Stone: [Per Ton]. This pay item includes the purchase, transportation, and installation of #57 stone when such coarse aggregate material is specified.

9-15. Dewatering System, up to 12 well points: [Per Day]. This pay item is to install, operate, monitor, and dismantle a dewatering system with up to 12 dewatering points capable of dewatering to a depth of 25 feet bls. Not to be used for single point dewatering using a trash pump or sump pump.

9-16. Additional Dewatering System Well Points (2): [Per Day]. This pay item is for adding two additional well points to the daily dewatering system pay item.

9-17. Dewatering System, up to 12 well points: [Per Week]. This pay item is to install, operate, monitor, and dismantle a dewatering system with up to 12 dewatering points capable of dewatering to a depth of 25 feet bls. Not to be used for single point dewatering using a trash pump or sump pump.

9-18. Additional Dewatering System Well Points (2): [Per Week]. This pay item is for adding two additional well points to the weekly dewatering system pay item.

9-19. Dewatering System, up to 12 well points: [Per Month]. This pay item is to install, operate, monitor, and dismantle a dewatering system with up to 12 dewatering points capable of dewatering to a depth of 25 feet bls. Not to be used for single point dewatering using a trash pump or sump pump.

9-20. Additional Dewatering System Well Points (2): [Per Month]. This pay item is for adding two additional well points to the monthly dewatering system pay item.

10. PETROLEUM STORAGE TANK SYSTEM REMOVAL AND DISPOSAL: The following pay items are for the emptying, cleaning, removal, and disposal of petroleum storage tank systems of specified capacity by a certified Florida Petroleum Storage System Specialty Contractor and are only allowed if tank removal is determined by the DEP to be integral to site rehabilitation.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Acquisition of all required permits, excluding actual permit fee.
- c. Field oversight by a certified Florida Petroleum Storage System Specialty Contractor.
- d. Emptying residual product, water, and sludge from the storage tank.
- e. Draining and removing or capping integral piping.
- f. Transportation and proper disposal/recycling (see line item 10-1 through 10-4 description).
- g. Completion of waste manifests.
- h. Completion of required Storage Systems Closure forms and notices required by Ch. 62-761, or 62-762, F.A.C., as applicable.
- j. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of Personnel and Equipment to and from site (Use Mobilization pay item).
- b. Actual permit fees (Use Reimbursable pay item).
- c. Sample Collection of waste or for classification (Use Sample Collection pay item).
- d. Laboratory analysis of waste for classification (Use Laboratory Analysis pay item).
- e. Waste disposal (Use Debris, Removal and Disposal pay item).

10-1. Remove and Dispose Petroleum Storage Tank - ≤ 1,000 gal. capacity: [Per Tank]: This pay item includes evacuation of vapors within tank, removal, and disposal of residual petroleum product, contact water and sludge, cleaning and dismantling of tank, draining and removal or capping of integral piping and dispenser, and removal and disposal of tank.

10-2. Remove and Dispose Petroleum Storage Tank - > 1,000 to 5,000 gal. capacity: [Per Tank]: This pay item includes evacuation of vapors within tank, removal, and disposal of residual petroleum product,

contact water and sludge, cleaning and dismantling of tank, draining and removal or capping of integral piping and dispenser, and removal and disposal of tank.

10-3. Remove and Dispose Petroleum Storage Tank - > 5,000 to 10,000 gal. capacity: [Per Tank]: This pay item includes evacuation of vapors within tank, removal, and disposal of residual petroleum product, contact water and sludge, cleaning and dismantling of tank, draining and removal or capping of integral piping and dispenser, and removal and disposal of tank.

10-4. Remove and Dispose Petroleum Storage Tank - > 10,000 gal. capacity: [Per Tank]: This pay item includes evacuation of vapors within tank, removal, and disposal of residual petroleum product, contact water and sludge, cleaning and dismantling of tank, draining and removal or capping of integral piping and dispenser, and removal and disposal of tank.

11. DEBRIS, WASTE AND PRODUCT REMOVAL AND DISPOSAL: The following pay items are for transporting, disposing, recycling, and treating of concrete asphalt and other debris, petroleum contaminated waste and petroleum product. It is the Contractor's responsibility to properly classify and dispose of waste at an appropriate, properly registered facility in accordance with federal and state regulations. Disposal/recycling should be accomplished as soon as laboratory analyses indicate which disposal/recycling facility is appropriate. Prior to disposal, the Contractor shall provide justification of landfill/facility selection and comparison to disposal versus treatment/reuse options to DEP. Selection of disposal using drums vs. bulk rates shall be determined by the best value to the State. Selection of a site-specific disposal method for clean soil requires pre-approval by the Site Manager. The Contractor shall oversee waste loading and sign the manifest. The delivery ticket with the actual volume of material shall be used to document the quantity of waste disposed. If upon receipt, delivery weight tickets indicate an overage of the volume approved on Purchase Order, and the volume of soil does not exceed 20% of the total volume authorized under the Purchase Order, then notification (via a Request for Change to the Site Manager) is required within two business days of the date the additional soil (overage) was transported from the site. In addition, photo documentation of the inside of the drums is required to ensure drums meet the industry wide standard of being 75% full. The final drum for the task may not meet 75% due to remaining waste.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Field oversight by a qualified Field Technician.
- c. Drums and containers used for storage and/or transport.
- d. Completion of waste manifests.
- e. Labeling of drum(s) and container(s) – Labels shall identify 1) waste category and classification, 2) container contents, 3) site facility identification number, 4) contractor name and telephone number, and 5) dates of accumulation.
- f. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).
- b. Sample collection for waste classification (Use Sample Collection pay item).
- c. Laboratory analysis for waste classification (Use Laboratory Analyses pay).



- 11-1. Removal and Loading of Asphalt and/or Concrete – up to 4 inch thickness: [Per Square Foot]. This pay item is to remove and load pre-existing asphalt and/or concrete up to 4 inch thickness.
- 11-2. Additional Removal/Loading Cost for Concrete - > 4 inch thickness: [Per Square Foot]. This pay item is for additional costs to remove and load concrete greater than 4 inch thickness with or without rebar reinforcement.
- 11-3. Load, Transport and Disposal/Recycle Clean Overburden: [Per Ton]. This pay item is for loading, transportation and disposal/recycling of clean overburden soil that cannot be re-used on-site.
- 11-4. Transport and Disposal of Clean Concrete: [Per Ton]. This pay item is for transportation and disposal/recycling of clean concrete debris (absent of other materials such as rebar, etc.).
- 11-5. Transport and Disposal of Mixed Debris: [Per Ton]. This pay item is for transportation and disposal of mixtures of concrete, asphalt, rebar, and other construction debris.
- 11-6. Transport and Disposal of Petroleum Impacted Soil (includes drum): [Per Drum]. This pay item is for transportation and proper disposal of petroleum impacted soil at an appropriate, registered disposal facility and includes one 55-gallon capacity drum.
- 11-7. Transport Petroleum Impacted Soil (bulk)  $\leq$  100 miles: [Per Ton]. This pay item is for transportation of impacted soil from the site to an appropriate, properly registered disposal facility within 100 miles.
- 11-8. Transport of Petroleum Impacted Soil (bulk) > 100 miles: [Per Ton]. This pay item is for transportation of impacted soil from the site to an appropriate, properly registered disposal facility more than 100 miles.
- 11-9. Disposal of Petroleum Impacted Soil at a Landfill (bulk)  $\leq$  450 tons: [Per Ton]. This pay item is for proper disposal of petroleum impacted soil at a landfill facility meeting Ch. 62-713, F.A.C., permitting requirements.
- 11-10. Disposal of Petroleum Impacted Soil at a Landfill (bulk) > 450 tons: [Per Ton]. This pay item is for proper disposal of petroleum impacted soil at a landfill facility meeting Ch. 62-713, F.A.C., permitting requirements.
- 11-11. Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk)  $\leq$  450 tons: [Per Ton]. This pay item is for proper disposal of petroleum impacted soil at a thermal treatment facility meeting Ch. 62-713, F.A.C., permitting requirements.
- 11-12. Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk) > 450 tons: [Per Ton]. This pay item is for proper disposal of petroleum impacted soil at a thermal treatment facility meeting Ch. 62-713, F.A.C., permitting requirements.
- 11-13. Transport and Disposal of Petroleum Contact Water (includes drum): [Per Drum]. This pay item is for transport and proper disposal of petroleum contact water at an appropriate, registered disposal facility and includes one 55-gallon capacity drum.
- 11-14. Transport and Disposal of Petroleum Contact Water (bulk): [Per Gallon]. This pay item is for transport and proper disposal of petroleum contact water at a permitted disposal facility or sewer system.

11-15. Vacuum Truck Transportation, Disposal and Extraction Operations: [Reimbursable]. This pay item is for mobilization of personnel and vacuum truck/extraction equipment to the site, and personnel's operation of vacuum extraction equipment. Includes travel to the site, performance of extraction operations, and truck transportation to and from disposal facility. Including disposal.

11-16. Transport and Disposal of Petroleum Product: [Per Drum]. This pay item is for transport and proper disposal/recycling of petroleum product at an appropriate, registered disposal/recycling facility and includes one 55-gallon capacity drum.

11-17. Transport and Disposal of Petroleum Product (bulk): [Per Gallon]. This pay item is for the transport and proper disposal/recycling of bulk petroleum product at an appropriate, registered disposal/recycling facility.

11 -18. Delivery, Pick Up and Rental of 20 Cubic Yard Roll-Off Container: [Per Week]. This pay item should be used when the cost for using drums exceeds the cost for using roll-offs or material is not suitable for drumming. Excludes transport and disposal, refer to pay items 12-7 through 12-12.

11-19. Additional Rental of 20 Cubic Yard Roll-Off Container: [Per Week]. This pay item is used in addition to pay item 11-18 when additional weeks of rental are needed.

12. RESURFACING: The following pay items are for the replacement of the site surface cover destroyed during cleanup related activities (asphalt, concrete, crushed lime rock, sod, and seed).

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Field oversight by a qualified Field Specialist or Field Technician.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).

12-1. Asphalt Paving – 2 inch thickness (includes sub-base): [Per Square Foot]. This pay item includes all costs associated with the installation of replacement asphalt of 2 inch thickness.

12-2. Asphalt Paving-additional 1 inch thickness: [Per Square Foot]. This pay item includes all costs associated with the installation of additional replacement asphalt of 1 inch thickness.

12-3. Concrete Paving – 4 inch thickness (includes sub-base): [Per Square Foot]. This pay item includes all costs associated with the installation of replacement concrete. The concrete will meet the strength/reinforcement requirements specified in the Remedial Action Plan. Includes costs for compression testing.

12-4. Concrete Paving – additional 1 inch thickness: [Per Square Foot]. This pay item includes all costs associated with the installation of additional replacement concrete of 1 inch thickness.

12-5. Crushed Lime Rock Cover – 2 inch thickness: [Per Square Foot]. This pay item includes all cost associated with the installation of crushed lime rock cover (not as subbase for pavement or concrete).

12-6. Grass – Sod: [Per Square Foot]. This pay item includes all costs associated with the installation of replacement grass sod material.

12-7. Grass – Seed and Mulch: [Per Square Foot]. This pay item includes all costs associated with grass seeding and mulching.

13. IN-SITU INJECTION: The following pay item is for in-situ injection using direct push borings in accordance with an approved remedial action plan.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Field oversight by a qualified Field Technician.
- c. Direct push boring (if using DP option).
- d. Acquisition of all required permits, excluding actual permit fee (If applicable, see Note above).
- e. Injection material preparation and/or mixing.
- f. Injection/application of material.
- g. Grout sealing the boreholes (if using DP option).
- h. Setup and dismantling the injection equipment.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).
- b. Actual permit fees (If applicable, see Note above, use Reimbursable pay item).
- c. Material to be injected (Use Reimbursable pay item).
- d. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- e. Monitoring (Use Sample Collection pay item).
- f. Analyses (Use Laboratory Analysis pay item).
- g. Remedial Action General or Interim Report (Use Reports pay item).

13-1. Direct Push Boring with In-Situ Injection [Per Day]

13-2. In-Situ Injection Into Existing Well/Treatment Point [Per Day]

13-3. Materials to be Injected: [Reimbursable].

13-4. Groundwater Injection System (not by direct push) [Per Week]: System must include a potable water transfer pump capable of overcoming injection well head pressure, pressure gauges, mixing system and all equipment necessary to transfer and thoroughly mix injection solution and potable water, a manifold with outlet legs (equipped with pressure gauges, flow meters, and) to each treatment point.

13-5. Groundwater Injection System (not by direct push) [Per Month]: System must include a potable water transfer pump capable of overcoming injection well head pressure, pressure gauges, mixing system and all equipment necessary to transfer and thoroughly mix injection solution and potable water, a manifold with outlet legs (equipped with pressure gauges, flow meters, and) to each treatment point.

14. REMEDIAL ACTION CONSTRUCTION: The following pay items are for all-inclusive activities associated with the installation of remediation systems in accordance with the approved remedial action plan in two parts; trenching, and system integration and startup. Trenching includes the shallow trenching, installation, and testing of plumbing and electrical equipment between the remediation system

components and treatment/recovery points. System integration and startup includes installation of treatment equipment, connection, and testing of all plumbing and electrical components to pre-treatment, treatment and telemetry equipment, utilities, discharge points and treatment/recovery points within the remediation system, and system startup.

#### 14.A. Trenching

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Field oversight by a qualified Remediation Technician or Field Technician.
- c. Trenching.
- d. Installation and testing of liquid, vapor and/or air plumbing lines including all electrical equipment.
- e. Pea gravel, backfill material, and poly sheeting.
- f. Backfilling and compacting.
- g. Compaction testing.
- h. Debris removal.
- i. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).
- b. Plumbing and electrical materials/equipment installed in trench (Use Reimbursable pay item).
- c. Concrete or asphalt replacement (Use Resurfacing pay item).

14-1.a Trenching and Installation of 1-10 Plumbing (and Electrical) Lines in Trench: [Per Linear Foot of Trench]. Electrical lines are not counted in determination of cost.

14-1.b. Trenching and Installation of 11 – 20 lines: [Per Linear Foot of Trench].

14-1.c. Trenching and Installation of 21 – 30 lines: [Per Linear Foot of Trench].

14-1.d. Trenching and Installation of additional 1-10 lines greater than 30 lines: [Per Linear Foot of Trench].

14-2. Installation of Plumbing (and Electrical) Lines Above Ground: [Per Foot]. Electrical lines are not counted in determination of cost.

14-3. Plumbing and Electrical Materials/Equipment Installed in Trench: [Reimbursable].

14-3.a. Traffic Bearing Trench Plates (materials): [Reimbursable].

14-3.b. Infiltration Gallery Installation: [Reimbursable]. Installation of horizontal infiltration gallery materials and system controls as indicated in the design. Does not include trench work, refer to pay items 14-1 through 14-4. Does not include special backfill requirements (#57 stone, pea gravel), use line items in Section 9.

14.B. Remediation System Integration and Startup: The following pay items will be used for the installation and integration of remediation system equipment, connection and testing of all plumbing and electrical components to pre-treatment, treatment and telemetry equipment, utilities, discharge

points and treatment/recovery points within the remediation system, and initial system startup for three days. These pay items are generally not applicable to pilot tests and may not be applicable to certain types of short term/episodic remedial events that do not require the full Scope of Work listed. This pay item is for initial startup following construction of a new system or system modification. It is not applicable to startup following downtime, repairs, sampling, etc.

NOTE (1): Technology components include groundwater recovery separate from multiphase, air sparge, soil vapor extraction and multi-phase. Add on components including carbon treatment and thermox/catox treatment are not considered to be separate "technology components" for the purpose of determining the applicable pay items in this category.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Startup assistance, if necessary, by equipment manufacturer/vendor/specialist.
- c. Field oversight by qualified Remediation Technician.
- d. Review and project coordination per approved RAP.
- e. Setting up utility accounts.
- f. Installing pumps, compressors, and blowers, including well plumbing and electrical.
- g. Integrating one (1) technology component, the remediation system and connecting manifolds to the system, including plumbing and electrical.
- h. Connecting up ten (10) recovery/treatment wells/points to the plumbing/electrical lines and manifolds.
- i. Connecting utilities to the remediation system and the system to a discharge point.
- j. Installing groundwater pre-treatment unit to prevent scale/bacteria build-up.
- k. Installing catox/thermox vapor treatment equipment, if applicable.
- l. Installing telemetry unit for remote access to system.
- m. Testing and trouble-shooting the system, including optimizing and re-evaluating system performance during the startup period.
- n. Compound construction/fencing labor only.
- o. System related sampling of water and air streams including all recovery/treatment and discharge points.
- p. Per Diem.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay items).
- b. Project oversight and evaluation by a Florida registered P.E. (Select appropriate pay item).
- c. Remediation System Equipment (Use Packaged Work Scopes or Remediation System Use Pay items).
- d. Trenching and installation of plumbing and electrical in trenches (Use Trenching pay item).
- e. Treatment/recovery wells (Use Drilling and Boring and Well Installation pay items).
- f. Installation of well vaults (Use Well Installation pay item).
- g. Compound construction/fencing materials (Use Reimbursable pay item).

- h. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- i. Chemicals for groundwater pre-treatment (Use Reimbursable pay item).
- j. Laboratory analytical testing of all system and monitoring well samples (use Laboratory Analytical Testing pay item).

14-4.a. System Installation/Integration/Startup – 1 technology component with 1-10 recovery/treatment points: [Per Startup].

14-4.b. System Installation/Integration/Startup – 1 technology component with 11-20 recovery/treatment points: [Per Startup].

14-4.c. System Installation/Integration/Startup – 1 technology component with 21-30 recovery/treatment points: [Per Startup].

14-4.d. System Installation/Integration/Startup – 1 technology component – up to 1-10 additional recovery/treatment points greater than 30 recovery/treatment points: [Per Startup]. This item is used in addition to item 14-4c. when over 30 points are needed.

14-5. System Installation/Integration/Startup – Addition of 1 technology component: [Per Additional Tech Component].

14-6. Compound Construction/fencing (materials): [Reimbursable].

14-7. Utility Drop: [Reimbursable]. Utility company costs to install the power requirements of the remedial action system to the electric meter. Costs from electric meter to the remediation system are not included.

14-8. Utility Connection: [Reimbursable]. Costs associated with purchase and installation of power pole, electric connect, and electric meter box. Includes costs for electrical connections from the pole to the treatment system.

14-9. Utility Disconnect: [Reimbursable]. Costs associated with removal of electrical connections, electric meter, electric meter box, electric disconnect, and electric pole.

14-10. Utility Usage Bills: [Reimbursable]. Estimated monthly utility cost. Actual monthly utility invoice from utility company is required for payment. Change orders are required for any cost above estimate.

15. REMEDIAL ACTION – PACKAGED WORK SCOPES (Including All Equipment): The following pay items are for providing turnkey packages of remediation system equipment, other equipment, and personnel to operate, monitor, troubleshoot and optimize performance for the specified time events/time periods and have been separated into two categories; Pilot Testing Packages and Short Term/Episodic Event System Operation Packages.

15.A. Pilot Testing Packages (Including All Equipment): The following pay items are all inclusive packages, including personnel, remediation system equipment, and all other required equipment (including but not limited to a generator), liquid storage, oil-water separation, pre-treatment, carbon treatment and/or off-gas treatment necessary to conduct pilot testing where warranted and in accordance with an approved pilot test plan and guidance listed in Exhibit J, Scope of Work Appendix: All equipment repairs or parts replacement required during the pilot test are the responsibility of the Contractor.

Note: For Pilot tests of extended duration and if cost-effective, scope an appropriate per day short term/episodic system operation package from Section 15.b on a per day basis.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Field oversight by a qualified Field Specialist or Field Technician.
- c. System and treatment, observation and recovery point performance parameter data collection (pressure, vacuum, flow rates, gauging and recording depth to water in select monitoring wells, temperatures, etc.).
- d. System related sampling of water and air streams including all recovery/treatment and discharge points.
- e. System capability for any liquid storage, oil-water separation, pre- treatment, carbon treatment and/or off-gas treatment that may be required.
- f. All necessary repair and replacement of pilot test equipment.
- g. All chemicals and gases required for test.
- h. All down well groundwater pumps, if applicable.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site (Use Mobilization pay item).
  - b. Project oversight by a Florida registered P.E. (Select appropriate pay item).
  - c. Treatment/recovery/observation wells (Use Drilling and Boring and Well Installation pay items).
  - d. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
  - e. Concrete or asphalt installation/replacement require for or as a result of pilot test (Use Resurfacing pay item).
  - f. Pilot Test Plans and Reports (Use Reports pay item).
- 15-1. Groundwater Recovery System Pilot Test - 8 hours: [Per Test].
  - 15-2. Groundwater Recovery System Pilot Test - Additional Time: [Per 2 Hrs.].
  - 15-3. Air Sparging or Biosparging Pilot Test - 8 hours: [Per Test].
  - 15-4. Air Sparging or Biosparging Pilot Test - Additional Time: [Per 2 Hrs.].
  - 15-5. Vapor Extraction Pilot Test - 8 hours: [Per Test].
  - 15-6. Vapor Extraction Pilot Test - Additional Time: [Per 2 Hrs.].
  - 15-7. Vapor Extraction/Aquifer Pumping Test - 8 hours: [Per Test].
  - 15-8. Vapor Extraction/Aquifer Pumping Test - Additional Time: [Per 2 Hrs.].
  - 15-9. Air Sparging/Vapor Extraction Pilot Test - 8 hours: [Per Test].
  - 15-10. Air Sparging/Vapor Extraction Pilot Test - Additional Time: [Per 2 Hrs.].
  - 15-11. Multi-Phase Extraction Pilot Test - 8 hours: [Per Test].
  - 15-12. Multi-Phase Extraction Pilot Test - Additional Time: [Per 2 Hrs.].

15-13. Air Sparging/Multiphase Extraction Pilot Test - 8 hours: [Per Test].

15-14. Air Sparging/Multiphase Extraction Pilot Test - Additional Time: [Per 2 Hrs.].

15-15. In-Situ Chemical Oxidation (including Ozone) Pilot Test - 8 hours: [Per Test].

15-16. In-Situ Chemical Oxidation (including Ozone) Pilot Test - Additional Time: [Per 2 Hrs.].

15.B. Short Term/Episodic System Operation Packages (Including All Equipment): The following pay items are all inclusive packages of mobilization, Per Diem, labor, materials and equipment, including remediation system equipment, liquid storage, oil-water separation, pre-treatment, flow equalization, carbon polishing treatment and, if applicable, off-gas treatment for conducting operation, monitoring, system related sampling, maintenance, trouble shooting, minor repairs and parts replacements for remediation systems on a daily or weekly basis in accordance with the approved RAP/RAPMOD and applicable guidance. This pay item also includes ongoing engineering evaluation and system optimization and recording of major component run times. Major and minor equipment repairs, or parts replacement are the responsibility of the Contractor. DEP Site Manager shall be contacted within 72 hours of any changes to system status.

NOTE: Remediation systems shall have a minimum operational runtime of 80% of the approved design run time for all major components. For runtime of less than 80% of the approved design run time for all major components following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation during the pay item time frame, the pay item will be invoiced at the amount equal to the percentage runtime using the following method: multiply the full pay item amount times the actual runtime percentage = invoice amount (e.g., if runtime is 75%, only 75% of the full pay item amount will be paid).

General Remediation System Requirements: All system designs must incorporate all applicable OSHA and electrical safety standards including National Electrical Code, NFPA standards, and be UL certified or equivalent. Systems must include control panels with telemetry capable of remote monitoring and operation (except in cases where the system will be monitored by personnel on-site), phase monitors, intrinsically safe barriers for all switches (i.e. thermal overload, full tank pump shut off, interlock that prevents operation of the air sparging system in the event the VES is not operating, etc.), surge and lightning protection, portable ventilated weather resistant enclosure in the form of skid mounted building or enclosed trailer, freeze protection, hurricanes straps and anchors, gauges, meters, totalizers and run time hour meters for each major component to verify operation within required specifications. Systems shall also include means of noise reduction to limit noise levels to 65 dB or less at 10 feet.

Groundwater Treatment System Requirements: System must include a control panel, multi-well inlet manifold, oil/water separator, equalization tank, transfer pump, tray air stripper with blower, carbon polishing capability, inlet and outlet ports, valves, totalizing flow meters, switches, thermal overload, and overflow shut off capability.

System Size	Minimum Water Flow Capacity	Minimum Number of Legs Manifold	Minimum Air Flow Capacity (SCFM)
Medium	150	10	750



Air Sparging System Requirements: System must provide compressed oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include control panel, applicable filters, a manifold to distribute air to each air sparging well and means to measure air flow and pressure to each air sparging well, a pressure relief valve, discharge silencers/noise control, and a means of condensate removal.

System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Medium	10	10	150

Vapor Extraction System Requirements: The system must include a SVE blower/pump, air dilution valves, vacuum relief valves, transfer pump, moisture separator device, telemetry, control panel and applicable filters and meters. The system must include the capacity to add and remove vapor treatment equipment as needed. The system must include a manifold to withdraw air from VE wells and include sampling port for all applicable parameters.

System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Medium	10	10	250

Air Sparging/Soil Vapor Extraction System Requirements: System must provide oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include a manifold to distribute and measure air flow and pressure to each air sparging well. The system must include a moisture separator device. The system must include a manifold to withdraw air from vacuum extraction (VE) wells and include sampling port for all applicable parameters. The system must include an interlock that prevents operation of the air sparging system in the event the VES is not operating.

System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Medium	See individual specs for AS and MPE above		

Multiphase Extraction System Requirements: System must include MPE blower or pump, heat exchanger, moisture separator, vacuum relief, and air stripper. The system must include the capacity to add and remove vapor treatment equipment as needed. The system must include a manifold to withdraw air and water from MPE wells and include sampling ports for all applicable parameters.

System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Medium	10 to 20	10 to 20	60 to 150

Air Sparging/Multiphase Extraction System Requirements: System must provide oil free air at a temperature compatible with appropriate pipe. The system must include a manifold to distribute and

measure air flow and pressure to each air sparging well. System must include MPE blower or pump, heat exchanger, moisture separator, vacuum relief, and air stripper. The system must include a manifold to withdraw air from MPE wells and include sampling port for all applicable parameters. The system must include an interlock that prevents operation of the air sparging system in the event the MPE is not operating.			
System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Medium	See individual specs for AS and MPE above		

Ozone Sparging System Requirements: System must provide compressed oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include an ozone generator and a controller to regulate the mixture of ozone and air. The system must include control panel, applicable filters, a manifold to distribute air to each sparging well and means to measure air flow and pressure to each sparging well, a pressure relief valve, discharge silencers/noise control, and a means of condensate removal. System must also include an ambient ozone and ambient oxygen monitors with the ability to shut down ozone generator and equipped with a means of cooling. System shall be comprised of ozone compatible components.			
System Size	Minimum Air Compressor Size (HP) Minimum	Number of Legs in Manifold	Minimum Ozone Capacity (Lbs./d)
Medium	>3 to <7.5	10	>3 to ≤ 8

Unless otherwise specified, the following pay items INCLUDE:

- a. All equipment, material, and labor costs.
- b. Mobilization of personnel, systems, and associated equipment to and from site.
- c. Per Diem, if applicable.
- d. System operation, troubleshooting, minor and major repairs and replacement, evaluation, and optimization.
- e. System capability for any liquid storage, oil-water separation, pre- treatment, carbon treatment and/or off-gas treatment that may be required.
- f. All down well groundwater pumps, if applicable.
- g. System and treatment, observation and recovery point performance parameter data collection (pressure, vacuum, flow rates, gauging and recording depth to water in select monitoring wells, temperatures, etc.).
- h. System related sampling of water and air streams including all recovery/treatment and discharge points.
- i. Field oversight by a qualified Remediation Technician.
- j. Minor RAP modification report preparation. Examples of minor RAP modifications include revisions to the milestone schedule, equivalent equipment replacements or minor equipment changes not affecting the cleanup strategy, removal of off-gas

treatment when no longer required, removal of treated ground water polishing when no longer required, etc.

- k. Daily business day monitoring of telemetry.
- l. Documentation of all equipment maintenance in accordance with equipment manufacturer's recommendations.
- m. All associated costs for repair or replacement of contractor (or subcontractor) provided equipment that is worn out, damaged or ceases to work for any reason.
- n. Appropriate precautions against natural events such as lightning, hurricanes, tornadoes, floods, and deep freezes.
- o. Actions and costs to address shut down, malfunction or damage caused by natural events such as lightning, hurricanes, tornadoes, floods, and deep freezes.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Project oversight by a Florida registered P.E. (Select appropriate pay item).
- b. Treatment/recovery wells (Use Drilling and Boring and Well Installation pay items).
- c. Monitoring well sampling and water or product level measurements, excluding treatment/recovery points (Use Sample Collection pay item).
- d. Laboratory analytical testing of all system and monitoring well samples (Use Laboratory Analytical Testing pay item).
- e. Major repair, replacement, or modification of State-owned equipment outside the warranty or warranty period (case-by case).
- f. Contractor mobilization for major repair or replacement of State-owned equipment outside the warranty or warranty period, that is required independent of scheduled O&M visits (Use Mobilization pay item).
- g. Utilities including electricity, propane, and sewer (Use Reimbursable pay item if not paid directly by DEP).
- h. Remedial action reports (Use Reports pay item).
- i. Major RAP modification report preparation (Use Reports pay item).
- j. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- k. Chemicals, replacement carbon and/or replacement pre-treatment filters for pretreatment or vapor treatment (Use Reimbursable pay item).

15-17. Groundwater Treatment System Package - Medium: [Per Day].

15-18. Groundwater Treatment System Package - Medium: [Per Week].

15-19. Air Sparge System Package - Medium: [Per Day].

15-20. Air Sparge System Package - Medium: [Per Week].

15-21. AS/SVE System Package - Medium: [Per Day].

15-22. AS/SVE System Package - Medium: [Per Week].

15-23. MPE System Package - Medium: [Per Day].

15-24. MPE System Package - Medium: [Per Week].

15-25. AS/MPE System Package – Medium: [Per Day].

15-26. AS/MPE System Package – Medium: [Per Week].

15-27. SVE System Package - Medium: [Per Day].

15-28. SVE System Package - Medium: [Per Week].

15-29. In-Situ Chemical Oxidation (including Ozone) Package – Medium: [Per Day].

15-30. In-Situ Chemical Oxidation (including Ozone) Package – Medium: [Per Week].

16. REMEDIATION SYSTEM O&M PACKAGED WORK SCOPES (Excluding Remediation System Equipment):

The following pay items are all inclusive packages on a monthly basis of mobilization, Per Diem, labor, materials and equipment necessary (excluding remediation system equipment) for conducting operation, monitoring, system related sampling, preventative maintenance, trouble shooting, minor repairs and parts replacements for remediation systems after startup in accordance with the approved RAP/RAPMOD and applicable guidance. This pay item also includes ongoing evaluation and system optimization and recording of major component run times, and service fees for system telemetry. The Site Manager shall be contacted within 72 hours of any changes to system status.

NOTE (1): This pay O&M item is intended for use with either remediation systems provided by the Contractor at unit costs for time used as outlined in section 16 below. This pay item is not intended for use with remedial action packaged work scopes that include personnel and remediation system equipment for shorter time periods as outlined in section 15 above.

NOTE (2): Preventative maintenance covered by this O&M pay item includes, but is not limited to: air compressor maintenance, including oil changes, vane wear measurements and vane replacement, AS and SVE blower maintenance, surface/submersible pump maintenance and cleaning, tray stripper cleaning, heat exchanger cleaning, filter cleaning or replacement, pump/compressor oil changes, adjustment of pump intake elevations, routine cleaning and acidizing of pumps and water treatment units, cleaning and calibration of sensors, meters and gauges, function checks of fail-safe/interlock mechanisms, verification/replacement of safety guards and screens and compound maintenance, weed control and general housekeeping.

NOTE (3): Repairs or parts replacement for remediation systems provided by the Contractor at unit costs for time used are the responsibility of the Contractor and covered under the Remedial Action Equipment Use pay item. All repairs or parts replacement for existing State-owned equipment shall require written approval from the Department Program Administrator or their delegate and management of state property must follow all State property rules and guidelines pertaining to capitalization, transfer, tracking and surplus.

NOTE (5): Remediation systems, either provided by the Contractor at unit costs for time used or pre-existing State-owned equipment, shall have a minimum operational runtime of 80% of the approved design run time for all major components following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation. For runtime of less than 80% of the approved design run time for all major components during the pay item time frame, the pay item will be invoiced at the amount equal to the percentage runtime using the following method: multiply the full

pay item amount times the actual runtime percentage = invoice amount (e.g., if runtime is 75%, only 75% of the full pay item amount will be paid).

NOTE (6): System and O&M costs include Mobilization and Labor for carbon change-out for vapor treatment and/or groundwater treatment for the contractor.

NOTE (7): The pay item choices are based on the size and complexity of the remediation system in the approved RAP/RAP Mod with a supplemental option for those sites utilizing catalytic or thermal oxidizers for off-gas treatment during the initial period of treatment. Pre-treatment and add-on carbon treatment (vs. sole treatment technology) and add-on thermox/catox treatment are not considered to be separate “Technologies” for the purpose of determining small, medium, and large system size pay items. The appropriate pay item will be determined using the following criteria:

<b>Treatment/Recovery Points</b>	<b>1 Technology</b>	<b>2 Technologies</b>	<b>3 Technologies</b>
<10 Treat/Recovery Points	Small	Small	Small
10-20 Treat/Recovery Points	Medium	Medium	Medium
21-40 Treat/Recovery Points	Large	Large	Large
>40 Treat/Recovery Points	n/a	Extra Large	Extra Large

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Mobilization of personnel and non-remediation system equipment to and from site (excluding three weekly visits during the first month of startup).
- c. Per Diem for personnel travel, if applicable.
- d. System operation and evaluation.
- e. System and treatment/recovery point performance parameter data collection (pressure, vacuum, flow rates, gauging and recording depth to water in select monitoring wells, temperatures, etc.).
- f. System related sampling of water and airstreams including all recovery/treatment and discharge points.
- g. Adjustments to flow rate, pressure, vacuum, RPM, fail-safe/interlock settings.
- h. Equipment and sensor calibration.
- i. Recovery/treatment well water or product level measurements.
- j. System preventative maintenance.
- k. Minor repairs.
- l. Major repair or replacement parts for existing State-owned equipment while covered under the manufacturer’s warranty or equipment provided by the Contractor at unit costs for time used at any time.
- m. Trouble-shooting visits to diagnose system shutdowns or malfunctions, make minor repairs and re-start systems.
- n. Oversight by a qualified Remediation Technician is required onsite at least once per month.
- o. Telemetry service fees and daily business day monitoring of telemetry.

- p. Documentation of all equipment maintenance in accordance with equipment manufacturer's recommendations.
- q. Repair or replacement of equipment and all associated costs that are determined to be the result of a failure to either perform preventative maintenance or to operate the equipment in accordance with the manufacturer's recommendations or the approved RAP/RAP Mod.
- r. Appropriate precautions against natural events such as lightning, hurricanes, tornadoes, floods, and deep freezes.
- s. Actions and costs to address shut down, malfunction or damage caused by natural events such as lightning, hurricanes, tornadoes, floods, and deep freezes.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Project oversight by a Florida registered P.E.
  - b. Monitoring well sampling, excluding treatment/recovery points (Use Sample Collection pay item).
  - c. Laboratory analytical testing of all system and monitoring well samples (Use Laboratory Analytical Testing pay item).
  - d. Major repair, replacement parts or modification of existing State-owned equipment outside the warranty or warranty period (case-by-case).
  - e. Contractor mobilization for three weekly visits during the first month of startup, major repair, replacement parts or modification of existing State- owned equipment outside the warranty or warranty period, that is required independent of scheduled O&M visits (Use Mobilization pay item).
  - f. Utilities including electricity, propane, and sewer (Use Reimbursable pay item if not paid directly by DEP).
  - g. Remedial action reports (Use Reports pay item).
  - i. All associated costs for repair or replacement of contractor (or subcontractor) provided equipment that is worn out, damaged or ceases to work for any reason.
  - j. RAP modification report preparation (Select appropriate pay item).
  - k. Waste disposal (Use Waste Disposal and Product Handling pay item).
  - l. Chemicals and/or replacement carbon for pretreatment or vapor treatment (Use Reimbursable pay item).
- 16-1. System O&M Package - Small (excludes system): [Per Month].
- 16-2. System O&M Package - Medium (excludes system): [Per Month].
- 16-3. System O&M Package - Large (excludes system): [Per Month].
- 16-4. System O&M Package – Extra Large (excludes system): [Per Month].
- 16-5 Supplemental System O&M Package - Add Thermox or Catox Treatment: [Per Month].
17. REMEDIAL ACTION EQUIPMENT/SYSTEM USE (Equipment Only, Excluding O&M): The following pay items are for equipment use only items or turnkey remediation systems as specified. Major repairs and component/parts replacement are the responsibility of the Contractor under this pay item. Maintenance, trouble shooting, minor repairs and parts replacements for equipment are covered by the

Monthly Remediation System O&M Package pay items. Systems provided by the Contractor at unit costs for time used include carbon polishing equipment and initial carbon for groundwater, but do not include carbon treatment equipment or catox/thermox equipment for off-gas treatment. Damage, loss, and liability associated with equipment use is the responsibility of the Contractor and any costs associated with insurance and/or liability damage waivers are included in the fixed cost.

NOTE (1): Remediation systems provided by the Contractor at unit costs for time used shall have a minimum operational runtime of 80% of the approved design run time for all major components following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation. For runtime of less than 80% of the approved design run time for all major components during the pay item time frame, the pay item will be invoiced at the amount equal to the percentage runtime using the following method: multiply the full pay item amount times the actual runtime percentage = invoice amount (e.g., if runtime is 75%, only 75% of the full pay item amount will be paid).

NOTE (2): System and O&M costs includes Mobilization and Labor for carbon change-out for vapor treatment and/or groundwater treatment.

General Remediation System Requirements: All system designs must incorporate all applicable OSHA and electrical safety standards including National Electrical Code, NFPA standards, and be UL certified or equivalent. Systems must include control panels with telemetry capable of remote monitoring and operation (except in cases where the system will be monitored by personnel on-site), phase monitors, intrinsically safe barriers for all switches (i.e. thermal overload, full tank pump shut off, interlock that prevents operation of the air sparging system in the event the VES is not operating, etc.), surge and lightning protection, portable ventilated weather resistant enclosure in the form of skid mounted building or enclosed trailer, freeze protection, hurricanes straps and anchors, gauges, meters, totalizers and run time hour meters for each major component to verify operation within required specifications. Systems shall also include means of noise reduction to limit noise levels to 65 dB or less at 10 feet.

Groundwater Treatment System Requirements: System must include a control panel, multi-well inlet manifold, down well groundwater pumps, oil/water separator, equalization tank, transfer pump, tray air stripper with blower, carbon polishing capability, inlet and outlet ports, valves, totalizing flow meters, switches, thermal overload, and overflow shut off capability.			
System Size	Minimum Water Flow Capacity	Minimum Number of Legs Manifold	Minimum Air Flow Capacity (SCFM)
Small	75	5	300
Medium	150	10	750
Large	250	20	1500

Air Sparging System Requirements: System must provide compressed oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include control panel, applicable filters, a manifold to distribute air to each air sparging well and means to measure air flow and pressure to each air
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sparging well, a pressure relief valve, discharge silencers/noise control, and a means of condensate removal.			
System Size	Minimum Blower Size (HP)	Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Small	5	5	50
Medium	10	10	150
Large	20	20	250

Vapor Extraction System Requirements: The system must include a SVE blower/pump, air dilution valves, vacuum relief valves, transfer pump, moisture separator device, telemetry, control panel and applicable filters and meters. The system must include the capacity to add and remove vapor treatment equipment as needed. The system must include a manifold to withdraw air from VE wells and include sampling port for all applicable parameters.			
System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Small	5	5	50
Medium	10	10	150
Large	20	20	250

Air Sparging/Soil Vapor Extraction System Requirements: System must provide oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include a manifold to distribute and measure air flow and pressure to each air sparging well. The system must include a moisture separator device. The system must include a manifold to withdraw air from vacuum extraction (VE) wells and include sampling port for all applicable parameters. The system must include an interlock that prevents operation of the air sparging system in the event the VES is not operating.			
System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Small	See individual specs for AS and SVE above		
Medium			
Large			

Multiphase Extraction System Requirements: System must include MPE blower or pump, heat exchanger, moisture separator, vacuum relief, and air stripper. The system must include the capacity to add and remove vapor treatment equipment as needed. The system must include a manifold to withdraw air and water from MPE wells and include sampling ports for all applicable parameters.			
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System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Small	5 to <10	5-10	35 to 60
Medium	10 to 20	10 to 20	60 to 150
Large	20 to 40	20 to 40	150 to 300

Air Sparging/Multiphase Extraction System Requirements: System must provide oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include a manifold to distribute and measure air flow and pressure to each air sparging well. System must include MPE blower or pump, heat exchanger, moisture separator, vacuum relief, and air stripper. The system must include a manifold to withdraw air from MPE wells and include a sampling port for all applicable parameters. The system must include an interlock that prevents operation of the air sparging system in the event the MPE is not operating.

System Size	Minimum Blower Size (HP)	Minimum Number of Legs in Manifold	Minimum Air Flow Capacity (SCFM)
Small	See individual specs for AS and MPE above		
Medium			
Large			

Carbon Off-Gas Treatment Add-On: Carbon canisters must be equipped with standard size inlet/outlet connections and drain for accumulated condensate.

System Size	Pounds of Granular Activated Carbon
Small	<500
Medium	500-1000
Large	>1000-2000

Thermal or Catalytic Off-Gas Treatment Add-On: Oxidizer must be electric powered and include control panel equipped with telemetry, motor starter overload, LEL monitor and standard size inlet/outlet connections.

System Size	Minimum Air Flow Capacity (SCFM)
Small	100
Medium	250
Large	500

Ozone Sparging System Requirements: System must provide compressed oil free air at a temperature compatible with schedule 40 PVC pipe. The system must include an ozone generator and a controller to regulate the mixture of ozone and air. The system must include control panel, applicable filters, a manifold to distribute air to each sparging well and means to measure air flow and pressure to each sparging well, a pressure relief valve, discharge silencers/noise control, and a means of condensate removal. System must also include an ambient ozone and ambient oxygen monitors with the ability to shut down ozone generator and equipped with a means of cooling. System shall be comprised of ozone compatible components.

System Size	Minimum Air Compressor Size (HP) Minimum	Number of Legs in Manifold	Minimum Ozone Capacity (Lbs./d)
Small	≤ 3	5	≤ 3
Medium	>3 to <7.5	10	>3 to ≤ 8
Large	≥ 7.5	20	> 8

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and non-O&M labor costs.
- b. All down well groundwater pumps, if applicable.
- c. Carbon polishing equipment and initial carbon.
- d. Major repairs or replacement items, including remediation equipment in need of replacement, and associated mobilizations to and from site for that purpose.
- e. Costs for equipment and liability insurance and/or liability damage waivers.
- f. Mobilization to and from the site for replacement remediation system.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Mobilization of personnel and equipment to and from site for initial installation and final removal (Use Mobilization pay item).
- b. Operation, monitoring, maintenance, minor repairs, sampling, etc. (Use Monthly Remediation System O&M Package pay item).
- c. Telemetry Service Fees, excluding telemetry equipment (Use Package Work Scope pay item).
- d. Utilities including electricity, propane, and sewer (Use Reimbursable pay item if not paid directly by DEP).
- e. Chemicals and/or replacement carbon (Use Reimbursable pay item).

17-1. Medium Holding Tank 2,000 to 6,000 gallon capacity - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a medium size onsite holding tank to containerize groundwater.

17-2. Medium Holding Tank 2,000 to 6,000 gallon capacity - Long term > 6 mos.: [Per Month]. This pay item is to provide a medium size onsite holding tank to containerize groundwater.

17-3. Large Holding Tank > 6,000 to 10,000 gallon capacity - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a large size onsite holding tank to containerize groundwater.

- 17-4. Large Holding Tank > 6,000 to 10,000 gallon capacity - Long Term > 6 mos.: [Per Month]. This pay item is to provide a large size onsite holding tank to containerize groundwater.
- 17-5. Groundwater Treatment System – Stand Alone Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-6. Groundwater Treatment System – Stand Alone Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-7. Groundwater Treatment System – Stand Alone Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-8. Groundwater Treatment System – Stand Alone Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-9. Groundwater Treatment System – Stand Alone Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-10. Groundwater Treatment System – Stand Alone Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey groundwater treatment system as specified above.
- 17-11. Air Sparge (AS) System – Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-12. Air Sparge System – Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-13. Air Sparge System – Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-14. Air Sparge System - Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-15. Air Sparge System – Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-16. Air Sparge System - Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS system as specified above.
- 17-17. Air Sparge/Soil Vapor Extraction (AS/SVE) System – Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.
- 17-18. Air Sparge/Soil Vapor Extraction System – Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.
- 17-19. Air Sparge/Soil Vapor Extraction System – Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.
- 17-20. Air Sparge/Soil Vapor Extraction System - Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.
- 17-21. Air Sparge/Soil Vapor Extraction System – Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.

17-22. Air Sparge/Soil Vapor Extraction System - Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/SVE system as specified above.

17-23. Multiphase Extraction (MPE) System – Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-24. Multiphase Extraction System – Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-25. Multiphase Extraction System – Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-26. Multiphase Extraction System - Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-27. Multiphase Extraction System – Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-28. Multiphase Extraction System - Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey MPE system as specified above.

17-29. Groundwater Treatment – Add On - Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-30. Groundwater Treatment – Add On – Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-31. Groundwater Treatment – Add On – Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-32. Groundwater Treatment – Add On – Small - Long Term > 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-33. Groundwater Treatment – Add On – Medium - Long Term > 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-34. Groundwater Treatment – Add On – Large - Long Term > 6 mos.: [Per Month]. This pay item is to add groundwater treatment capability to a turnkey system as specified above.

17-35. Carbon Treatment - Add On – Small - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-36. Carbon Treatment - Add On – Medium - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-37. Carbon Treatment - Add On – Large - Short Term ≤ 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-38. Carbon Treatment - Add On – Small - Long Term > 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-39. Carbon Treatment - Add On – Medium - Long Term > 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-40. Carbon Treatment - Add On – Large - Long Term > 6 mos.: [Per Month]. This pay item is to add carbon off-gas treatment capability to a turnkey system as specified above.

17-41. Thermox/Catox - Add On – Small - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment capability to a turnkey system as specified above.

17-42. Thermox/Catox - Add On – Medium - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment capability to a turnkey system as specified above.

17-43. Thermox/Catox - Add On – Large - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment capability to a turnkey system as specified above.

17-44. Thermox/Catox - Add On – Small - Long Term > 6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment to a turnkey system as specified above.

17-45. Thermox/Catox - Add On –Medium - Long Term > 6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment to a turnkey system as specified above.

17-46. Thermox/Catox - Add On – Large - Long Term > 6 mos.: [Per Month]. This pay item is to add thermal or catalytic oxidizer off-gas treatment to a turnkey system as specified above.

17-47. Soil Vapor Extraction (SVE) System – Small - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-48. Soil Vapor Extraction System – Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-49. Soil Vapor Extraction System – Medium - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-50. Soil Vapor Extraction System - Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-51. Soil Vapor Extraction System – Large - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-52. Soil Vapor Extraction System - Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey SVE system as specified above.

17-53. Air Sparge/Multiphase Extraction (AS/MPE) System – Small - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-54. Air Sparge/Multiphase Extraction System – Small - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-55. Air Sparge/Multiphase Extraction System – Medium - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-56. Air Sparge/Multiphase Extraction System - Medium - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-57. Air Sparge/Multiphase Extraction System – Large - Short Term  $\leq$  6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-58. Air Sparge/Multiphase Extraction System - Large - Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey AS/MPE system as specified above.

17-59. In-Situ Chemical Oxidation (including Ozone) System – Small – Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

17-60. In-Situ Chemical Oxidation (including Ozone) System – Small – Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

17-61. In-Situ Chemical Oxidation (including Ozone) System – Medium – Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

17-62. In-Situ Chemical Oxidation (including Ozone) System – Medium – Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

17-63. In-Situ Chemical Oxidation (including Ozone) System – Large – Long Term > 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

17-64. In-Situ Chemical Oxidation (including Ozone) System – Large – Short Term ≤ 6 mos.: [Per Month]. This pay item is to provide a turnkey system as specified above.

18. REPORTS (Excluding Professional Engineering and Professional Geology Services): The following pay items are for reports associated with specified scopes of work. Reports must be accurate and complete prior to submittal to DEP. All reports must be submitted to DEP in accordance with the requirements in Chapter 62-780, F.A.C., the “Technical Report and Deliverable Related Time Frames” table in Exhibit J, Scope of Work Appendix, applicable DEP guidance, and comply with the DWM Policy on Professional Certification of Technical Documents dated March 31, 2000, if applicable. All Reports must include a history of the site, a summary of activities completed under the work order, field notes and appropriate logs for any field work, site access, lab reports, tables, figures, and maps as applicable including a vicinity map, evaluation of the data provided, deviations from Task Assignment requirements, and recommendations for additional work needed to move the site towards closure.

The Contractor shall use the most current version of the specified report, permit, or document form. All maps shall include a dated title block, facility ID, site name and address, north arrow, bar scale, and a legend of all symbols used, whereas distribution maps shall include iso-contours for COCs drawn such that solid lines denote known concentration contours, dashed lines denote likely concentration contours, and dotted lines denote estimated concentration contours. Tables of analytical results shall be in the most current PRP format, cumulative, include the required qualifiers and qualifier codes, and bold the results that exceed the applicable target cleanup level.

NOTE (1): Professional Engineer and Professional Geologist, review, evaluation, and certification (signature and seal), where required, is excluded from the base report cost required to be provided in the response to the solicitation.

NOTE (2): Digital data shall be submitted via the Electronic Self Service Application if within size limitations, or via ftp if too large, compatible with Microsoft Word/Excel™ for a Microsoft Windows™ configured computer. Data shall also be made available electronically to other DEP contractors at the request of the DEP Project Manager.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All equipment, material, and labor costs.
- b. Mailing or other delivery costs.
- c. All guidance-specified attachments, including photographic documentation.
- d. Submittal of one (1) final report hard copy, and one (1) final report digital copy.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Costs for Professional Geologist or Professional Engineer review, evaluation, and certification (signature and seal) of plan or report, where required (Select appropriate pay item).

18-1. Soil Source Removal Report: [Per Report]. This pay item is to provide written documentation (including photo documentation) and backup information following a soil source removal. The report should include a description and maps of the area and depth of excavation, including OVA readings and soil analytical samples analyzed. Backup documentation includes weigh tickets and disposal manifests. A registered P.G. or registered P.E. certification is required only if the report includes a recommendation for no further action (NFA).

18-2. General Site Assessment Report: [Per Report]. This report is designed for use as a comprehensive and final site assessment deliverable documenting all site assessment activities completed up to the point of site assessment phase approval. This pay item most commonly includes but is not limited to a Template Site Assessment Report. The level of effort should determine whether this report or a Supplemental Site Assessment Report should be used. The report must be signed and sealed by a registered P.G. or qualified registered P.E.

18-3. Supplemental Site Assessment Report: [Per Report]. This report is designed for reporting limited site assessment work. This pay item can be used if the level of effort for work conducted during the site assessment phase does not warrant the preparation of a Comprehensive Site Assessment Report or for documenting limited supplemental site assessment activities conducted after approval of the site assessment phase. This pay item is also designed for reporting for Low Score Assessment and Low-Scored Site Initiative work and must include the completed Site Characterization Screening Worksheet. The report must be signed and sealed by a registered P.G. or qualified registered P.E.

18-4. Receptor and Exposure Pathway Report: [Per Report]. This pay item is to report the data collected in the Receptor Survey and Exposure Pathway Identification pay item in Section 2-2., including photographic documentation using the February 5, 2018, DEP Receptor Survey and Exposure Pathway Identification Form and required attachments. The report must be signed and sealed by a registered P.G. or registered P.E.

18-5. Level 1 Natural Attenuation Monitoring Plan: [Per Plan]. This pay item is used if the criteria of Chapter 62-780.690, Paragraphs (1)(a) through (f) 1. are met. The plan must be signed and sealed by a registered P.G. or P.E.; as a stand-alone document; and should include, but not be limited to, Action Levels, expected annual reductions, and an estimated timeframe for achieving closure goals.

18-6. Level 2 Natural Attenuation Monitoring Plan: [Per Plan]. This pay item is used when the criteria of Chapter 62-780.690, Paragraphs (1)(a) through (e) are met but the criteria of Paragraph (1)(f) 1. are *not* met. The plan must be signed and sealed by a registered P.E.; as a stand-alone document; and should

include, but not be limited to, Action Levels, expected annual reductions, and an estimated timeframe for achieving closure goals.

18-7. Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual: [Per Report]. This pay item would typically contain information necessary to evaluate the progress of post remediation monitoring or natural attenuation (NA) monitoring for one sampling event. Should provide discussions of results if concentrations have increased to “action” levels or higher. Registered Professional certification is not required unless a recommendation for “No Further Action” or a recommendation to modify the approved monitoring plan is included.

18-8. Natural Attenuation or Post RA Monitoring Report, Annual: [Per Report]. This pay item provides a more substantial degree of evaluation of the progress of a natural attenuation or post remediation monitoring plan than the quarterly report, including conclusions and recommendations of whether to continue monitoring, validate and re-calibrate any models that may have been used, or re-establish new milestone objectives if necessary. The report must include a conclusions and recommendations section and be signed and sealed by a registered P.G. or registered P.E.

18-9. Pilot Test Plan: [Per Plan]. This pay item is used for pilot testing prior to implementation of the test. All specific goals must be detailed in the pilot test plan including a description of the proposed test, identification of test and measurement points, measurement protocols and expected/minimum duration of tests. The report must describe the proper implementation of the test and the collection of sufficient data to evaluate the feasibility and cost estimate to conduct the pilot test for the proposed technology as well as to effectively design the final system. The plan must be signed and sealed by a registered P.E.

18-10. Pilot Test Report: [Per Report]. This pay item is used to report the results and analysis of pilot testing activities in accordance with PRP guidance and procedures. All of the specific activities performed during the pilot test must be addressed, including a description of the actual test, identification of test and measurement points, measurement protocols and actual duration of the test. The report must demonstrate the proper implementation of the test and collection of data, as well as evaluation of the feasibility of the tested technology to the effective design of the final system. The report must be signed and sealed by a registered P.E.

18-11. Level 1 Remedial Action Plan: [Per Plan]. This pay item is used when a complete design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a limited area of contamination (on the source property that is less than a quarter acre), and evaluation of remedial alternatives is necessary. The report shall include a historical summary of assessment and remediation efforts, including all appropriate tables, figures, maps, and design drawings and calculations. Tables, figures, and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in Ch. 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-12. Level 2 Remedial Action Plan: [Per Plan]. This pay item is used when a complete design of a remediation system is needed to clean up the soil and/or groundwater. The report is used when there is a moderate to large area of contamination (extending off the source property and/or greater than a quarter acre) and a thorough evaluation of remedial alternatives is necessary. The report includes a



historical summary of assessment and remediation efforts, including all appropriate tables, figures, maps, and design drawings and calculations. Tables, figures, and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-13. Level 1 Limited Scope Remedial Action Plan or RAP Modification Plan: [Per Plan]. This pay item is used for short term remediation of either a single event or multiple episodic events with portable remediation equipment which does not involve an on-site treatment process for recovered water or air emissions and should achieve NFA. This pay item is also used for modifications that involve mainly minor system changes such as addition of a recovery well/sparging well to an existing system with that technology or adding a treatment process to an existing system which involves one or two items. The report includes updated tables, figures, maps, and design drawings and calculations. Tables, figures, and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in Ch. 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-14. Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan: [Per Plan]. This pay item is used for a soil source removal (conventional or large diameter auger design) of greater than 200 cubic yards without dewatering design or geotechnical design. The report is also used for modifications such as a limited pumping event which includes on-site treatment and disposal of recovered water or short term intermittent episodic remediation such as with mobile sparging/SVE system or multi-phase extraction equipment. The report includes updated tables, figures, maps, and design drawings and calculations. Tables, figures, and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in Ch. 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-15. Level 3 Limited Scope Remedial Action Plan or RAP Modification Plan: [Per Plan]. This pay item is used for a soil source removal (conventional or large diameter auger design) of greater than 200 cubic yards with dewatering design or geotechnical design. This pay item is also used for injection-type (i.e., bioremediation or chemical oxidation) RAPs. The report must compare the conceptual designs and costs of at least three different types of like technology. If three different types of like technology do not exist, then a comparison of three different vendors of similar technology should be included. The report includes a detailed design of the recommended technology based on cost-effectiveness, all appropriate tables, figures, maps, and design drawings and calculations. Although the specific design details may be recommended by a vendor, the preapproval contractor's P.E. must certify that the design is their own responsibility and the implementation of the design will provide a reasonable assurance of performing complete site rehabilitation in accordance with 62-780, F.A.C. Underground injection control protocols must be evaluated and discussed in the report. Tables, figures and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of

remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-16. Level 4 Limited Scope Remedial Action Plan or RAP Modification Plan: [Per Plan]. This pay item is used for major modification to an existing remediation system or addition of a different cleanup technology to a site with an active remediation system (i.e., add in-situ sparging to a site with multi-phase extraction). The report includes all appropriate tables, figures, maps, design drawings and calculations). The report is also used for soil source removal (conventional or large diameter auger design) of greater than 200 cubic yards with dewatering and geotechnical design elements included. Tables, figures, and maps must completely document historical and current assessment and investigation results and meet the requirements set forth in Ch. 62-780 F.A.C. Report must include a cost-effectiveness demonstration by comparison of alternatives of remedial options to reach the desired cleanup endpoint. The report must be signed and sealed by a registered P.E.

18-17. Construction Drawings and Design Specifications: [Per Report]. This pay item is used when it is necessary to create the detailed scaled drawings of the intended remediation system. The specifications of all equipment and materials to be constructed shall be provided. These drawings must be prepared prior to the preparation of as-built drawings. The construction drawings should be of sufficient detail as to materials and methods of construction to serve as project construction drawings. Typical construction drawings will include: cover page, remedial system compound layout, recovery well, multi-phase well, air sparging well or soil vapor extraction well details (if needed), piping cross-section, piping and instrumentation diagram (P&ID), electrical controls diagram and equipment pad layout. Symbols on all drawings shall reflect usage established by the American National Standards Institute (ANSI) standards or generally accepted professional standards, abbreviations shall reflect common usage, and graphic scales (or dimensions) will be provided on drawings (except P&ID) to allow for measured scaling. The level of detail of these drawings can be modified based on communications with the DEP Registered P.E. certification is required.

18-18. As-Built Drawings (P.E. sealed red lined modifications): [Per Drawings]. This pay item is used for red-lined construction drawings when not included in the remedial action start up report. Construction drawings must be prepared prior to the preparation of as-built drawings. Per subsection 62-780.700(12), F.A.C., these drawings must include all construction and equipment design specifications and must identify "any operational parameters different from those in the approved Remedial Action Plan." These drawings should include the site name, DEP facility ID number, address and show the types of equipment used. These drawings must be accompanied by an itemized summary of any substantial equipment changes with pertinent technical data (size, capacity, type equipment, electrical requirements, etc.). Although there are no minimum requirements for dimension details, a scale must be provided and all details should be dimensionally consistent (e.g., all lengths identified). When possible, manufacturer data sheets and performance curves should be included. A summary providing reasons for departure from the criteria described in the approved RAP shall be included. "Red-Lined" construction drawings will be considered to be sufficient provided any changes from the original conceptual design to installation are easily discerned and accurately indicated. If completely recreated figures are submitted as as-builts, the general criteria should be identical to those required for construction drawings. Change in equipment specifications, location, or other details must be accurately

and completely depicted in a way that will be readily understandable. The as-built drawings must be sealed by a registered P.E.

18-19. Remedial Action Startup Report: [Per Report]. This pay item is typically used for reporting the initial startup of a remediation system. Any information regarding equipment specifications or operation parameters differing from the RAP should be included in the RA Startup Report. This could include equipment changes, modifications to construction drawings (as-builts), and changes in mode of operation (e.g., pulsed operation rather than continuous). An explanation of all troubleshooting methods used to optimize the system startup should be included. This report usually includes a detailing of all system operational parameters and any problems encountered during startup and photo documentation. Registered P.E. certification is not required unless there is a recommendation for a system modification or significant change in the course of action.

18-20. Letter/NPDES Report: [Per Report]. This pay item is typically one to two pages and includes no tables or graphs. Used when a minimum response is needed such as to acknowledge completed field work where just observations were made. When used for the NPDES report, this pay item is only authorized once per quarter. However, pursuant to paragraph (4) of the Generic Permit for Discharges from Petroleum Contaminated Sites, "Monitoring results obtained for each calendar month shall be summarized and reported on a Discharge Monitoring Report (DMR) form (DEP form 62-620.910(10)) once each month." Contractors are required to utilize the DEP Wastewater Program eDMR electronic reporting system. Therefore, the quarterly report needs to include pdf copies of three monthly eDMR forms. Registered P.E. certification is not required.

18-21. Operation and Maintenance Report, Quarterly or Non-Annual: [Per Report]. This pay item contains all information needed to evaluate the progress of the approved site remediation activities and includes telemetry monitoring data. This report must include a conclusions and recommendations section and plan for PARM if recommended and all applicable O&M report tables. Registered P.E. certification is not required unless there are significant proposed changes to the approved RAP or discontinuing active remediation and beginning PARM is recommended.

18-22. Operation and Maintenance Annual Report: [Per Report]. This pay item requires a more substantial degree of evaluation than quarterly reports, including summary, conclusions, discussion, and recommendations of how the system may be modified or optimized to continue site remediation more cost-effectively and efficiently. The report must evaluate progress relative to cleanup milestone concentration objectives, include telemetry monitoring, establish new milestones if necessary, and plan for PARM if recommended. The report must include a conclusions and recommendations section and all applicable O&M reporting tables. The report must be signed and sealed by a registered P.E.

18-23. Remedial Action General Report: [Per Report]. This pay item is typically used for sites where the entire remediation strategy implemented is bioremediation or chemical oxidation, including chemical enhancement (i.e., ORC injection) with no mechanical equipment design. This report may also be used for any type of short term limited scope remediation events, or to report the results of episodic remediation events, or supplemental site assessment after SAR approval. The level of effort should determine whether this pay item, or the Remedial Action Interim Report should be used. This report must be signed and sealed by a registered P.G. or registered P.E.

18-24. Remedial Action Interim Report: [Per Report]. This pay item can be used in several different post-SAR situations where there is a need for evaluation and discussion of activities and data pertaining to interim events that occur after SAR approval but are not addressed in other specific RAP or RA reports, including but not limited to well installation (monitoring or remediation), soil screening and verification sampling and associated updates of maps and tables. The report should provide documentation, including testing and analytical results, evaluation, and discussion of completed work and activities. This report may be tasked in addition to and concurrent with a RAP, RAP Mod, RA Startup, or other RA report if significant supplemental assessment activities are to be performed. This report should be used to report analytical results obtained during the remedial action phase following chemical injection or injection of products utilized to increase biological activity. This report also may be used to report the Pre-RAP meeting attendees, conclusions, and the conceptual design summary or the results of episodic remediation events. The level of effort should determine whether this pay item, or the Remedial Action General Report should be used. Registered P.E. or P.G. certification is not required unless there is a recommendation for a system modification or significant change in the course of action.

18-25. Free Product Recovery Report: [Per Report]. This pay item documents the effectiveness of FPR efforts from hand bailing, absorbent socks, passive skimmers, and other non-engineered recovery methods. Registered P.E. or PG. certification is not required.

18-26. Well Abandonment/Site Restoration Report: [Per Report]. This is a report to document well (and vault) abandonment and/or site restoration activities when well abandonment and/or site restoration was the only task performed and requires photo documentation. Registered P.E. or P.G. certification is not required.

18-27. Interim Assessment Report: [Per Report]. This is a report to document site assessment activities when additional work may be required and where there is a need for evaluation and discussion of activities and data. The report should provide documentation, including testing and analytical results, evaluation, and discussion of completed work and activities. This report may be tasked in addition to and concurrent with a SA or SSA report if significant supplemental assessment activities are to be performed. The report should include tables and figures documenting the new assessment data and recommendations for additional assessment work, if required. Registered P.E. or P.G. certification is not required.

19. PERSONNEL (Excluding Professional Engineer and Professional Geologist): The following pay items are fully loaded hourly personnel labor rates to be used for activities not otherwise covered by the Contract fixed price schedule and requires pre-approval from the DEP Project Manager. Where applicable, when fractional parts of an hour are worked, they shall be payable to the nearest quarter-hour. While the minimum qualifications are expected to be met for particular personnel classifications, the labor category and associated rate are determined by the scope of service being tasked, not the individual person actually providing the service (e.g., if a qualified technician is specified but the Contractor assigns a geologist to do the work, the applicable rate paid would be that of a technician). See Contract Descriptions of DEP Labor Categories located Exhibit J, Scope of Work Appendix for additional details.

NOTE: The Contractor must provide notification to the DEP Contract Manager of any changes in the Key personnel identified in their response to the solicitation and/or upon execution of a contract with the

DEP. Such notification shall include a detailed reason(s) for the need to change personnel and the Contractor must provide replacement personnel with equal or greater qualifications and experience.

Unless otherwise specified, the following pay items INCLUDE and will not be paid separately:

- a. All overhead, project management, general and administrative expenses, indirect expenses, and profit.

Unless otherwise specified, the following pay items do NOT INCLUDE:

- a. Professional engineers and professional geologists Select appropriate pay item from Section 20.

- 19-1. Program/Contract Manager: [Per Hour].
- 19-2. Project/Site Manager: [Per Hour].
- 19-3. Engineer: [Per Hour].
- 19-4. Geologist/Geoscientist: [Per Hour].
- 19-5. Hydrogeologist/Modeler: [Per Hour].
- 19-6. Scientist/Technical Specialist: [Per Hour].
- 19-7. Assistant Scientist/Technical Specialist: [Per Hour].
- 19-8. Field Technician: [Per Hour].
- 19-9. Draftsperson: [Per Hour].
- 19-10. Administrative Staff: [Per Hour].
- 19-11. Laborers and Security Guards: [Per Hour].

20. PROFESSIONAL ENGINEERING AND PROFESSIONAL GEOLOGY SERVICES: The following items and activities are deemed to be or require Professional Engineering or Professional Geology Services. Rates in Section 20 will not be considered for award.

- 20-1. Professional Engineer: [Per Hour].
- 20-2. Professional Geologist: [Per Hour].
- 20-3. P.G. Field Oversight of Drilling and Boring and Soil-Boring Logging: [Per Hour]
- 20-4. P.G. Field Oversight of Well Installation: [Per Hour]
- 20-5. P.E. Project Oversight for Remediation Technology Pilot Testing; [Per Test]
- 20-6.a. P.E. Project Oversight for Remediation System Integration and Startup – Small System [Per System]
- 20-6.b. P.E. Project Oversight for Remediation System Integration and Startup – Medium System [Per System]
- 20-6.c. P.E. Project Oversight for Remediation System Integration and Startup – Large System [Per System]

20-6.d. P.E. Project Oversight for Remediation System Integration and Startup – Extra Large System [Per System]

20-7.a P.E. Project Oversight for Short Term or Episodic Remediation System Operation. [ Per Day] This pay item is subject to proration for system run times less than 80% of the design run time following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation listed in Attachment 3.

20-7.b. P.E. Project Oversight for Short Term or Episodic Remediation System Operation. [ Per Week] This pay item is subject to proration for system run times less than 80% of the design run time following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation listed in Exhibit J, Scope of Work Appendix.

20-8. P.E. Project Oversight for Remediation System Operation and Maintenance activities. [Per Month] This pay item is subject to proration for system run times less than 80% of the design run time following the approved downtime guidance in the Project Managers Guide – Remediation System Runtime Evaluation listed in Exhibit J, Scope of Work Appendix. The O&M monthly log should include a statement that is signed by the P.E. that indicates the P.E. has been involved in the monthly decision making and operation of the system.

20-9. P.E. Review and Certification of Sufficiency of Engineering Controls (other than permanent, impermeable surface or top two feet of clean fill). Including monitoring and maintenance recommendations required for a No Further Action with Conditions (NFAC). [Per Review and Certification]

20-10. P.G. or Qualified P.E. Review and Certification of Sufficiency of Engineering Controls (limited to permanent, impermeable surface or top two feet of clean fill). Including Monitoring and Maintenance Recommendations Required for a No Further Action with Conditions (NFAC). [Per Review and Certification]

20-11. P.E. Design and Certification of Plans and Project Oversight of installation of Engineering Controls (other than permanent. impermeable surface or top two feet of clean fill). Required for a No Further Action with Conditions (NFAC). [Per Engineering Controls Installation]

20-12. P.G. or Qualified P.E. Review, Evaluation and Certification of plans, installation, and Project Oversight for Engineering Controls (limited to permanent, impermeable surface or top two feet of clean fill) when required for a No Further Action with Conditions (NFAC). [Per Engineering Controls Installation]

20-13. P.G. or P.E. Review, Evaluation and Certification of a Soil Source Removal Report that includes a Recommendation for No Further Action (NFA). [Per Report]

20-14. P.G. or Qualified P.E. Review, Evaluation and Certification of a General Site Assessment Report. [Per Report]

20-15. P.G. or Qualified P.E. Review, Evaluation and Certification of a Supplemental Site Assessment Report. [Per Report]

20-16. P.G. or P.E. Review, Evaluation and Certification of a Receptor and Exposure Pathway Report. [Per Report]

- 20-17 P.G. or P.E. Review, Evaluation and Certification of a Level 1 Natural Attenuation Monitoring Plan. [Per Plan]
- 20-18. P.G. or P.E. Review, Evaluation and Certification of a Level 2 Natural Attenuation Monitoring Plan. [Per Plan]
- 20-19. P.E. or P.G. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post Remedial Action Monitoring Report that includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan. [Per Report]
- 20-20. P.G or P.E. Review, Evaluation and Certification of an Annual Natural Attenuation or Post Active Remedial Action Monitoring Report. [Per Report]
- 20-21. P.E. Review, Evaluation and Certification of a Pilot Test Plan. [Per Plan]
- 20-22. P.E. Review, Evaluation and Certification of a Pilot Test Report. [Per Report]
- 20-23. P.E. Review, Evaluation and Certification of a Level 1 Remedial Action Plan. [Per Plan]
- 20-24. P.E. Review, Evaluation and Certification of a Level 2 Remedial Action Plan. [Per Plan]
- 20-25. P.E. Review, Evaluation and Certification of a Level 1 Limited Scope Remedial Action Plan or RAP Modification Plan. [Per Plan]
- 20-26. P.E. Review, Evaluation and Certification of a Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan. [Per Plan]
- 20-27. P.E. Review, Evaluation and Certification of a Level 3 Limited Scope Remedial Action Plan or RAP Modification Plan. [Per Plan]
- 20-28. P.E. Review, Evaluation and Certification of a Level 4 Limited Scope Remedial Action Plan or RAP Modification Plan. [Per Plan]
- 20-29. P.E. Review, Evaluation and Certification of As-Built Drawings (P.E. sealed red lined modifications). [Per Set of Drawings]
- 20-30. P.E. Review, Evaluation and Certification of a Remedial Action Startup Report that Includes a Recommendation for System Modification or Significant Change in the Course of Action. [Per Report]
- 20-31. P.E. Review, Evaluation and Certification of a Non-Annual Operation and Maintenance Report that includes Significant Proposed Changes to the Approved RAP. [Per Report]
- 20-32. P.E. Review, Evaluation and Certification of an Annual Operation and Maintenance Report. [Per Report]
- 20-33. P.G or P.E. Review, Evaluation and Certification of a Remedial Action General Report. [Per Report]
- 20-34. P.G or P.E. Review, Evaluation and Certification of an Interim Assessment or Remedial Action Report that includes a Recommendation for System Modification or Significant Change in the Course of Action. [Per Report]
- 20-35. P.E. Review, Evaluation, and Certification of Construction Drawings. [Per Set of Drawings]

20-36. P.G. or P.E. Review, Evaluation, and Certification of Annual Post Active Remediation Monitoring Report. [Per Report]



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**ATTACHMENT 4**

**1. Public Records Access Requirements.**

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

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

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

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- e. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

**Email: [Public.Services@FloridaDEP.gov](mailto:Public.Services@FloridaDEP.gov)**

**Mailing Address: Department of Environmental Protection**

**ATTN: Office of Ombudsman and Public Services**

**Public Records Request**

**3900 Commonwealth Boulevard, MS 49**

**Tallahassee, Florida 32399**

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

**Attachment**

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

15-24.	MPE System Package - Medium	Per Week
15-25.	AS/MPE System Package - Medium	Per Day
15-26.	AS/MPE System Package - Medium	Per Week
15-27.	SVE System Package - Medium	Per Day
15-28.	SVE System Package - Medium	Per Week
15-29.	In-Situ Chemical Oxidation (including Ozone) Package – Medium	Per Day
15-30.	In-Situ Chemical Oxidation (including Ozone) Package – Medium	Per Week
16-1.	System O&M Package (excludes system) - Small	Per Month
16-2.	System O&M Package (excludes system) - Medium	Per Month
16-3.	System O&M Package (excludes system) - Large	Per Month
16-4.	System O&M Package (excludes system) - Extra Large	Per Month
16-5.	Supplemental System O&M Package - Add Thermox or Cattox Treatment	Per Month
17-1.	Medium Holding Tank - 2,000 to 6,000 gal. capacity - Short Term ≤ 6 mos.	Per Month
17-2.	Medium Holding Tank - 2,000 to 6,000 gal. capacity - Long Term > 6 mos.	Per Month
17-3.	Large Holding Tank > 6,000 to 10,000 gal. capacity - Short Term ≤ 6 mos.	Per Month
17-4.	Large Holding Tank > 6,000 to 10,000 gal. capacity - Long Term > 6 mos.	Per Month
17-5.	Groundwater Treatment System - Stand Alone Small - Short Term ≤ 6 mos.	Per Month
17-6.	Groundwater Treatment System - Stand Alone Small - Long Term > 6 mos.	Per Month
17-7.	Groundwater Treatment System - Stand Alone Medium - Short Term ≤ 6 mos.	Per Month
17-8.	Groundwater Treatment System - Stand Alone Medium - Long Term > 6 mos.	Per Month
17-9.	Groundwater Treatment System - Stand Alone Large - Short Term ≤ 6 mos.	Per Month
17-10.	Groundwater Treatment System - Stand Alone Large - Long Term > 6 mos.	Per Month
17-11.	Air Sparge System - Small - Short Term ≤ 6 mos.	Per Month
17-12.	Air Sparge System - Small - Long Term > 6 mos.	Per Month
17-13.	Air Sparge System - Medium - Short Term ≤ 6 mos.	Per Month
17-14.	Air Sparge System - Medium - Long Term > 6 mos.	Per Month
17-15.	Air Sparge System - Large - Short Term ≤ 6 mos.	Per Month
17-16.	Air Sparge System - Large - Long Term > 6 mos.	Per Month
17-17.	AS/SVE System - Small - Short Term ≤ 6 mos.	Per Month
17-18.	AS/SVE System - Small - Long Term > 6 mos.	Per Month
17-19.	AS/SVE System - Medium - Short Term ≤ 6 mos.	Per Month
17-20.	AS/SVE System - Medium - Long Term > 6 mos.	Per Month
17-21.	AS/SVE System - Large - Short Term ≤ 6 mos.	Per Month
17-22.	AS/SVE System - Large - Long Term > 6 mos.	Per Month
17-23.	MPE System - Small - Short Term ≤ 6 mos.	Per Month
17-24.	MPE System - Small - Long Term > 6 mos.	Per Month
17-25.	MPE System - Medium - Short Term ≤ 6 mos.	Per Month
17-26.	MPE System - Medium - Long Term > 6 mos.	Per Month
17-27.	MPE System - Large - Short Term ≤ 6 mos.	Per Month
17-28.	MPE System - Large - Long Term > 6 mos.	Per Month
17-29.	Groundwater Treatment - Add On - Small - Short Term ≤ 6 mos.	Per Month
17-30.	Groundwater Treatment - Add On - Medium - Short Term ≤ 6 mos.	Per Month
17-31.	Groundwater Treatment - Add On - Large - Short Term ≤ 6 mos.	Per Month
17-32.	Groundwater Treatment - Add On - Small - Long Term > 6 mos.	Per Month
17-33.	Groundwater Treatment - Add On - Medium - Long Term > 6 mos.	Per Month
17-34.	Groundwater Treatment - Add On - Large - Long Term > 6 mos.	Per Month
17-35.	Carbon Off Gas Treatment - Add On - Small - Short Term ≤ 6 mos.	Per Month
17-36.	Carbon Off Gas Treatment - Add On - Medium - Short Term ≤ 6 mos.	Per Month
17-37.	Carbon Off Gas Treatment - Add On - Large - Short Term ≤ 6 mos.	Per Month
17-38.	Carbon Off Gas Treatment - Add On - Small- Long Term > 6 mos.	Per Month
17-39.	Carbon Off Gas Treatment - Add On - Medium - Long Term > 6 mos.	Per Month
17-40.	Carbon Off Gas Treatment - Add On - Large - Long Term > 6 mos.	Per Month
17-41.	Thermox/Cattox Off Gas Treatment - Add On - Small - Short Term ≤ 6 mos.	Per Month



[illegible]

[illegible]

[illegible]



**Exhibit A - PUR 1000**  
**General Contract Conditions**

**Contents**

1. Definitions.
2. Contract Formation and Amendment.
3. Contract Construction and Administration.
4. Contract Term, Suspension, and Termination.
5. Performance.
6. Inspection.
7. Payment.
8. Disputes and Liabilities.
9. Compliance with Laws.
10. Public Records.
11. Security and Confidentiality.
12. Cooperative Purchasing.

**1. Definitions.** Capitalized terms used herein are defined as follows:

- (a) “Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.
- (b) “Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S”).
- (c) “Contract” means the legally enforceable agreement between the Customer and Contractor to which this PUR 1000 form is attached, including all Attachments thereto. This term encompasses both written agreements and purchase orders, as each is defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”).
- (d) “Contractor” means the person or entity that is a party to the Contract and is providing Products to the Customer.
- (e) “Customer” means the agency, as defined in section 287.012, F.S., that is a party to the Contract. For purchases off a term contract, as defined in section 287.012, F.S., this term also includes the eligible user, as defined in Rule 60A-1.001, F.A.C, that is a party to the Contract.
- (f) “Product” means any deliverable under the Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

(g) "State" means the State of Florida.

## **2. Contract Formation and Amendment.**

- a. Formation. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date last signed by all parties, unless a different date is specified herein. If the Contract is a purchase order as defined in Rule 60A-1.001, F.A.C., the Contract is effective upon the date of issuance by the Customer to the Contractor, and the Contractor's performance under the purchase order is deemed to be acceptance of the terms thereof.
- b. Amendment. The Contract contains all the terms and conditions agreed upon by the parties and will govern all transactions between the parties. The Contract may only be amended upon mutual written agreement signed by both parties, or upon the Customer's issuance of a change order to a purchase order, as defined in Rule 60A-1.001, F.A.C., deemed to be accepted by the Contractor upon the continued performance thereof. No oral agreements or representations will be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to the Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, service agreements, end user agreements, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of the Product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to the Contract terms and conditions.

The parties may, by amendment, modify the Contract to alter, add to, or deduct from the Contract specifications, provided that such changes are within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. The parties may also make an equitable adjustment in price if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

If the Contract is a purchase off a term contract, as defined in section 287.012, F.S., the purchase is limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

## **3. Contract Construction and Administration.**

- a. Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Contract; (ii) an agreement, instrument, or other document means such

agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Unless the context requires otherwise, whenever the singular is used in the Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Contract to the same extent as if they were set forth verbatim herein.

b. Administration.

- i. Execution in Counterparts. If the Contract is a written agreement as defined in Rule 60A-1.001, F.A.C., it may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- ii. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. If the Contract is a purchase order, as defined in Rule 60A-1.001, F.A.C., the Contractor warrants that the individual established to receive the purchase order is authorized to do so and to bind the Contractor to the terms of the Contract.
- iii. Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile (with confirmation of receipt) or email (with confirmation of receipt); (iii) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iv) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, each party shall deliver all notices to the other party's Contract Manager. Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Contract or the issuance of a change order.

- iv. Severability. If a court deems any non-material provision of the Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- v. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under the Contract will not constitute or be deemed a waiver of the Customer's right

thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- vi. **Survivability.** The Contract and any promises, covenants, and representations made herein are binding upon the parties hereto and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records, will survive termination or expiration of the Contract.
- vii. **Third Party Beneficiaries.** The parties acknowledge and agree that the Contract is for the benefit of the parties hereto and any permitted assignee. The Contract is not intended to confer any legal rights or benefits on any other party.

#### **4. Contract Term, Suspension, and Termination.**

- a. **Term.** The initial term of the Contract will be as indicated in the Contract. The Customer, in its sole discretion, may renew the Contract, in whole or in part, for a period that may not exceed three (3) years or the initial term of the Contract, whichever is longer, by providing written notice to the Contractor. If the Contract was awarded pursuant to a competitive solicitation, as defined in section 287.012, F.S., the pricing for the renewal period will be as set forth in the Contractor's response to the competitive solicitation. No costs may be charged for the renewal, and the renewal is contingent upon satisfactory performance evaluations and subject to availability of funds. Exceptional purchase contracts pursuant to sections 287.057(3)(a) and (c), F.S., may not be renewed.
- b. **Suspension of Work.** The Customer may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the best interests of the Customer to do so. The Customer shall provide the Contractor written notice outlining the particulars of the suspension. Examples of the reason for suspension include budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall cease performance to the extent required by the notice. Within ninety (90) calendar days of the suspension, or any longer period agreed to by the Contractor, the Customer shall either (i) issue a notice authorizing the resumption of performance, at which time the Contractor shall resume activity; or (ii) terminate the Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- c. **Termination.**
  - i. **Termination for Convenience.** The Customer, by written notice to the Contractor thirty (30) calendar days in advance, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the Customer's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.



- ii. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (i) deliver the Product within the time specified in the Contract or any extension agreed to by the Customer, (ii) maintain adequate progress, thus endangering the performance of the Contract, (iii) honor any term of the Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Customer may, at its sole discretion, (i) immediately terminate the Contract, (ii) notify the Contractor of the deficiency with a Contract requirement and require that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Customer. The Contractor shall continue to work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Customer shall notify the Department of Management Services of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- iii. Termination for Non-Compliance with E-Verify. Pursuant to section 448.095(5)(c)1., F.S., the Customer shall terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Customer has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Customer shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- iv. Termination Related to Statutory Certifications. At the Customer's option, the Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Contract based on the statutory provisions referenced therein.
- v. Termination for Refusing Access to Public Records. In accordance with section 287.058(1)(c), F.S., the Customer may unilaterally terminate the Contract if the Contractor refuses to allow public access to all documents, papers, letters, or other

material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and section 119.07(1), F.S.

- vi. Termination for Non-Appropriation. In accordance with section 287.0582, F.S., the Customer may terminate the Contract if, in the Customer's determination, no annual appropriation is provided for the Contract, or the Products provided hereunder, by the Legislature.

## **5. Performance.**

- a. Warranty of Ability to Perform. Upon the effective date of the Contract, and each year on the anniversary date of the Contract, the Contractor shall submit to the Customer a completed PUR 7801, Vendor Certification Form. This requirement will not apply to purchases off a term contract, as defined in section 287.012, F.S., unless specifically requested in the Contract by the Customer.

Additionally, the Contractor shall promptly notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract (including potential inability to renew the Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay.

- b. Further Assurances. The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The Customer is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- c. Assignment. The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Customer. However, the Contractor may waive its right to receive payment and assign the same upon written notice to the Customer. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the Customer expressly waives such secondary liability in writing. The Customer may assign the Contract with prior written notice to the Contractor of its intent to do so.
- d. Employees, Subcontractors, and Agents.
  - i. Subcontracting. The Contractor is solely responsible for ensuring that any subcontractor(s) utilized perform in accordance with the Contract, and the Contractor

acknowledges that it will not be released of its contractual obligations to the Customer because of any subcontract. The use of the term “subcontractor” may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Contract.

The Contractor shall use only those subcontractors approved by the Customer in writing. Subcontractors named in the Contract will be deemed to be approved by the Customer. For subcontractors proposed after the effective date of the Contract, the Contractor shall submit a written request to the Customer’s Contract Manager specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Contractor’s proposed method of subcontractor performance monitoring; (v) certification of subcontractor’s compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance etc.); (vi) a copy of the subcontract, if requested by the Customer; and (vii) indication of whether the subcontractor is an Office of Supplier Diversity registered Florida-based woman-, veteran-, or minority-owned small businesses. The Customer has the final approval authority of all proposed subcontractors. The Contractor’s use of a subcontractor not approved by the Customer will be considered a material breach of the Contract.

- ii. **Qualifications and Access.** All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All Contractor employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The Customer may either conduct, and the Contractor shall cooperate in, or require the Contractor to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Customer may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Customer’s security or other requirements. The Customer may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.
- iii. **E-Verify.** The Contractor shall comply with section 448.095, F.S., including the obligation to register with and use the U.S. Department of Homeland Security’s (DHS) E-Verify system to verify the work authorization status of all new employees of the Contractor.
- iv. **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Customer or State and are not entitled to any benefits of Customer or State employees. The parties shall take all actions necessary to ensure that Contractor’s employees, subcontractors, and other agents are not construed as such. Such actions include ensuring that Contractor’s employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers’ compensations, and unemployment) from an employer other than the Customer or State. Neither the Customer nor the State will be bound by any acts or

conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Contract.

- e. Transportation and Delivery. Unless otherwise specified, prices listed in the Contract for commodities include all charges for packing, handling, freight, distribution, and inside delivery. Transportation must be FOB Destination to any point within thirty (30) calendar days after the Customer places an order. The Contractor, within five (5) Business Days after receiving an order, shall notify the Customer of any potential delivery delays. Evidence of inability to timely deliver or intentional delays will be considered a material breach of the Contract.
- f. Packaging. Tangible Products must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the Customer's property.
- g. Installation. Where installation is required under the Contract, the Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge, unless otherwise specified in the Contract. The Contractor's authorized Product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and free of defects that would diminish the Product's appearance or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation, unless caused by the Customer. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work to cause the least inconvenience and interference with the Customer's use of the site and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- h. Risk of Loss. Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within ten (10) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or non-conforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within ten (10) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.
- i. Literature. Upon request, the Contractor shall furnish literature reasonably related to the

Product offered, including user manuals, price schedules, catalogs, and descriptive brochures.

- j. Product Version. The Contract will be deemed to reference a manufacturer's most recently released model or version of the Product at the time of the order unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- k. Real Property. Pursuant to section 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.
- l. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). In accordance with section 946.515(6), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is certified by or is available from PRIDE and has been approved in accordance with section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- m. Products Available from the Blind or Other Handicapped (RESPECT). In accordance with section 413.036(3), F.S., if the Contractor is a private contract vendor and if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S.; IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS CONTRACT, THE PERSON, FIRM OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS

DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- n. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Customer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection 5.n., the Customer may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Contract as the Customer deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Customer or State, in which case the Customer may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Customer with respect to Products subjected to allocation; or (ii) terminate the Contract in whole or in part.

- o. Exclusivity. The Contract is not an exclusive license to provide the Products described in the Contract. The Customer may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

## **6. Inspection.**

- a. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any

reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

- b. Statutory Inspection Rights. If services are to be provided pursuant to the Contract, in accordance with section 216.1366, F.S., the Customer is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Customer determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Customer within ten (10) Business Days after the request is made.

Further, for any Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

- c. Inspection Compliance. The Contractor understands its and its subcontractors' (if any) duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any information the State official deems relevant to the Contractor's integrity or responsibility.

Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include investigators' salaries, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

## **7. Payment.**

- a. Annual Appropriations. Pursuant to section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- b. Invoicing and Payment. The Contractor shall include the Contract number and vendor identification information on all invoices. The Customer may require any other information from the Contractor that it deems necessary to verify any charges shown on

the invoice, including detail sufficient for a proper preaudit or post-audit for such bills pursuant to section 287.058(1)(a), F.S.

The Customer shall make payments in accordance with section 215.422, F.S., which governs time limits for payment of invoices. The Contractor shall make payments to any subcontractors and suppliers in accordance with section 287.0585, F.S., if applicable. Invoices that must be returned to a Contractor due to preparation errors will delay payment. The Customer is responsible for all payments under the Contract.

The Department of Financial Services has established a Vendor Ombudsman for vendors having trouble obtaining timely payment from State agencies. The Vendor Ombudsman can be reached at (850) 413-5516.

- c. Overpayments. The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.
- d. Transaction Fee. The State, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed a transaction fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the transaction fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Customer will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the transaction fee or reporting of payments, which may subject the vendor to being suspended from business with the State.
- e. Taxes. The Customer, as a governmental entity of the State, does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The Customer will not pay for any personal property taxes levied on the Contractor or any taxes levied on employees' wages. The Customer will explicitly note any exceptions to this paragraph in the Contract.
- f. Leases and Installment Purchases. In accordance with section 287.063, F.S., if the Contract provides for a lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017, F.S., then the Customer's obligations under the Contract are contingent upon approval of the Contract by the Chief Financial Officer, as defined in section 17.001, F.S.
- g. Travel. Pursuant to section 287.058(1)(b), F.S., if travel is authorized under the Contract, the Contractor shall submit such in accordance with section 112.061, F.S., except that the Customer may establish rates lower than the maximum provided in section 112.061, F.S.



- h. Retention of Payments. The Customer may, in addition to other remedies available to it at law or equity and upon written notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment for financial consequences, and payment for damages and the like asserted by or against the Customer. The Customer reserves the right to set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Contractor to a claim against the Customer or State, including for damages.

## **8. Disputes and Liabilities.**

- a. Dispute Resolution. Should any disputes arise concerning the Contract, the parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.

- i. Dispute Resolution Process.

- (a) Contract Manager Review. The parties shall resolve disputes through the submission of their dispute to the Customer's Contract Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that the Customer's Contract Manager receives the dispute. The Customer's Contract Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Customer's Contract Manager's decision. If a party disagrees with the Customer's Contract Manager's decision, the party may proceed to subsection (b) below.
  - (b) Meeting between the Principals. If either party disagrees with the Customer's Contract Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Customer, the Customer head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the parties shall proceed to subsection (c) below.
  - (c) Mediation. Prior to initiating any litigation, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Customer's Contract Manager's decision, then either party may commence litigation.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.

- ii. Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract and shall comply with directions to perform from the Customer. Should the Contractor not perform while a dispute is pending, including by not performing disputed work,

such nonperformance by the Contractor may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

- b. Governing Law and Venue. The Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the Contract terms.
- c. Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- d. **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE CONTRACT OR ITS SUBJECT MATTER.**
- e. Insurance Requirements.
  - i. Coverages.
    - (a) In General. During the Contract term, the Contractor shall, at its sole expense, provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.
    - (b) Workers' Compensation Insurance. The Contractor shall maintain Workers' Compensation insurance as required by State law; to the extent that any work required by the Contract will be performed outside of the State, the Contractor shall maintain Workers' Compensation Insurance as required by that jurisdiction. If work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance, satisfactory to the Customer, for the protection of employees not otherwise protected.
  - ii. Terms.
    - (a) In General. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide the Customer with certificate(s) of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in the State or through a self-insurance program established and operating under the laws of the State. The Contractor shall notify the Customer sixty (60) calendar days before any policy is canceled or terminated. All insurance policies must also provide that the insurer notifies the Customer if the policy is cancelled.
    - (b) No Loss Deductible Clause. The Customer will be exempt from, and in no way

liable for, any sums of money that may represent a deductible in any insurance policy. The Contractor shall be solely responsible for payment of such deductible.

- (c) Duration. The insurance policies identified above must be “per occurrence” and maintained throughout the Contract term.
  - (d) Subcontractor's Insurance. The Contractor shall ensure that its subcontractors maintain the levels of insurance as required in this section.
- f. Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Contract (including any determination arising out of or related to the Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Customer and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Customer may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Customer or the State. Nothing herein is intended to act as a waiver of the Customer's or State's sovereign immunity or to be deemed consent by the Customer or State or its subdivisions to suit by third parties.

If any Product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the Product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the Product, the Contractor shall remove the Product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer will not be liable for any royalties.

- g. Limitation of Liability. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract or two times the charges for Products rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

## **9. Compliance with Laws.**

- a. In General. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Customer may terminate the Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Contract conflict with any governing law, codes, or regulations, the Contractor shall notify the Customer in writing, and the parties shall amend the Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to terminate the Contract at no further expense to the Customer.

- b. Lobbying and Integrity. The Contractor shall not use funds provided under the Contract in a manner that violates the provisions of sections 11.062 and 216.347, F.S. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract during the Contract's term. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- c. Accessibility Requirements. If the Products to be provided include an information technology system that is accessed by the public or State employees, the Contractor shall comply with section 508 of the Rehabilitation Act of 1973, as amended and 29 U.S.C. s. 794(d), including the regulations set forth under 36 C.F.R. part 1194. Section 282.601(1),

F.S., states that “state government shall, when developing, competitively procuring, maintaining, or using electronic information or information technology acquired on or after July 1, 2006, ensure that State employees with disabilities have access to and are provided with information and data comparable to the access and use by State employees who are not individuals with disabilities.”

## **10. Public Records.**

- a. General Record Management and Retention. The Contractor shall retain sufficient records to substantiate claims for payment under the Contract and shall retain all other records that were made in relation to the Contract for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- b. Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Customer (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Customer (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Customer (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Customer (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Customer (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Customer shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Customer, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Customer may release the unredacted record to the requestor without liability. If the Customer provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Customer shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of

action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Customer from publicly disclosing the information. The Contractor shall provide written notice to the Customer of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Customer may release the unredacted copy of the record to the requestor without liability.

If the Customer is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Customer shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Customer may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Customer for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Customer for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Customer mutually agree that the Customer is best suited to undertake the defense or settlement, the Customer will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Customer may make as to such claim, and the Contractor agrees to reimburse the Customer for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Customer may undertake to defend Contractor’s Confidential Information. The Customer will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Customer is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida’s public records laws, the Customer may disclose such Confidential Information without liability hereunder.

- c. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Customer’s Contract Manager is the agency custodian of public records. If, under the Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:
  - i. Keep and maintain public records required by the Customer to perform the service.

- ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Customer.
- iv. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Contractor or keep and maintain public records required by the Customer to perform the service. If the Contractor transfers all public records to the Customer upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- v. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.**
- d. Advertising. Unless legally obligated, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the Customer or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual entities eligible to make purchases pursuant to section 12, below, or authorized distributors, dealers, resellers, or service representatives.

**11. Security and Confidentiality.** The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

**12. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Such purchases are independent of this Contract, and the Customer will not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases off this Contract must follow the provisions of sections 287.042 and 287.057(3)(b), F.S., which may require prior approval of the Department of Management Services.



**EXHIBIT B**  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Subcontractor Utilization Report Form**

**DIRECTIONS:**

Contractors working for the Department **must complete and submit this attachment with each invoice submitted for payment.** If more rows are needed, duplicate this form as needed. Questions regarding use of this form should be directed to the Procurement Section, Florida Department of Environmental Protection, 3800 Commonwealth Boulevard, MS# 93, Tallahassee, Florida 32399-3000, Phone (850) 245-2361.

DEP Contract No.: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

Task Assignment No. (if applicable): \_\_\_\_\_

Invoice Service Period: \_\_\_\_\_

Business Name & Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

**INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED**

DEP Contract No.: _____ Invoice Number: _____  Task Assignment No. (if applicable): _____  Invoice Service Period: _____  Business Name & Address: _____ _____ _____  Business Phone Number: _____		INDICATE THE <u>ONE</u> CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED																					
		BUSINESS CLASSIFICATION					CERTIFIED MBE					NON-CERTIFIED MBE					NON-PROFIT ORG.						
		NON-MINORITY	SMALL BUSINESS (STATE)	SMALL BUSINESS (FEDERAL)	GOVERNMENTAL AGENCY	NON-PROFIT ORGANIZATION	P.R.I.D.E.	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	SERVICE-DISABLED VETERAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS	51% OR MORE MINORITY COMMUNITY SERVED	OTHER NON-PROFIT
LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD	LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD																						

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:** I certify that the information provided in the table above is accurate as of the last day of the payment period identified on this form.

\_\_\_\_\_  
 Contractor's Contract Manager Signature

\_\_\_\_\_  
 Date

**EXHIBIT C**  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Contractor Certification / Release of Claims Form**

This certification must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(name of person appearing) (title of person appearing)

\_\_\_\_\_ with the authority to  
(name of Contractor)

make this statement on its behalf;

2. \_\_\_\_\_ ("the Contractor") entered into an  
(name of company or person)

Agreement with the Department to perform certain work under Task Assignment No. \_\_\_\_\_.

3. Contractor has completed the work in accordance with the aforementioned Task Assignment, including all attachments thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Task Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

**Department of Environmental Protection  
Quality Assurance Requirements for Contracts  
Standard Field & Lab Services**

**Exhibit D**

**1. GENERAL REQUIREMENTS AND DEFINITIONS**

- a. As applicable to the Scope of Services (i.e., scope of work) described in the Contract, the sampling, field testing and laboratory analyses performed under this Contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
- b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
- c. "Contractor" shall refer to the contractor, subcontractors, or any entity procured to conduct work under the Contract.
- d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Contract.

**2. REQUIREMENTS FOR LABORATORIES**

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Contract. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Contract, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Contract execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Contractor shall notify the DEP Contract manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Contract Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Contract.

- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Contract QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
  - g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Contract QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Contract.
  - h. Additional laboratory quality control expectations:
    - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Contract data quality objectives.
    - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Contract QA Plan (see Section 6).
    - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
    - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Contract QA Plan.
3. **FIELD ACTIVITIES**
- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2018). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the Contract QA Plan (see Section 6).
  - b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Contract QA Plan (see Section 6 below).

- (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Contract.
- (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The “G” data qualifier code shall be reported with the sample result for any blank concentration exceeding the above “10%” criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Contract.
- b. Deliverable requirements for Reporting are further specified in DEP Contract Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Contract. Longer retention times as specified in the Contract shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Contract according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Contract shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Contract as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Contract and/or Scope of Services, and/or as described in the approved Contract QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department’s Contract manager or as required by the Contract, copies of the original laboratory reports shall be submitted to the Department Contract manager.
- k. In addition to any reports of sample results provided per Contract deliverable requirements and Subsections b., e., f. and g., above, the Contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
  - ▶ Laboratory sample identification (ID) and associated Field ID
  - ▶ Analytical/test method

- Parameter/analyte name
  - Analytical result (including dilution factor)
  - Result unit
  - Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
  - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
  - Date and time of sample preparation (if applicable)
  - Date and time of sample analysis
  - Results of laboratory verification of field preservation of received samples
  - Sample matrix
  - DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Contract)
  - MDL, Limit of Detection (LOD) or other defined limit of detection
  - PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
  - Field and laboratory QC blank results:
    - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
    - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
  - Results for field duplicates (or replicates)
  - Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
    - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
    - Results of surrogate spike analyses
    - Results of laboratory control samples (LCS)
    - Results of calibration verifications
    - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Contract deliverable requirements, and Subsections b., e., f. and g., above, the Contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- Site name and location information
  - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
  - Date and time of sample collection
  - Sample collection depth, if applicable
  - Sample collection method identified by the DEP SOP number, where applicable
  - If performed, indicate samples that were filtered
  - Field test measurement results:
    - DEP SOP number (FT-series), where applicable
    - Parameter name
    - Result
    - Result unit

- Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Contract and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

## 5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Contractor facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Contract, do not meet the data quality objectives specified by the Contract, do not meet other applicable Department criteria described in the Contract, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Contract manager shall pursue remedies available to the Department pursuant to the terms of the Contract.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
  - (i) **Initial:** The Contractor shall review the Contract QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Contract QA Plan, shall be sent to the DEP Contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.
  - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Contract, as specified in the Scope of Services.
  - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Contract data quality objectives and any data quality indicators that may be specified in the Contract, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Contract, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Contract exhibits, or these QA Requirements.
  - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Contract Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Contractor shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Contract. The results of these audits shall be documented in the Contractor's records. Copies of the above audit reports or results shall be provided to the DEP Contract manager upon request. Copies of audit records for internal audits conducted

per DEP SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Contractor shall submit a Quality Assurance (QA) Plan for the Contract to the DEP Contract manager, if required and as specified in the Contract Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Contract number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Contractor as to why the QA Plan is not approved, within timeframes specified in the Contract Scope of Services. If further revisions are needed, the Contractor shall respond within timeframes specified in the Contract Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Contract Scope of Services.
- c. Work may not begin for specific Contract tasks until approval (or conditional approval) has been received by the Contractor from the DEP Contract manager. Sampling and analysis for the Contract may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Contractor(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
  - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
  - ▶ Using only the protocols approved in the QA Plan; and
  - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Contractor shall submit appropriate revisions of the QA Plan to the DEP Contract manager for review, within timeframes specified in the Contract Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Contract manager, as documented through written or electronic correspondence.



**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

**Exhibit H**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**State of Florida**  
**Department of Environmental Protection**  
**Forced Labor Attestation Form**

**Exhibit I**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity.

I, \_\_\_\_\_, hereby attest under penalty of perjury that  
does not engage in the use of coercion for labor or services as defined in the relevant section of  
the regulations.

This attestation is made in accordance with the requirements outlined in section 787.06, F.S.,  
which mandates that upon execution, renewal, or extension of a contract between a  
nongovernmental entity and a governmental entity, the nongovernmental entity must provide an  
affidavit signed by an officer or representative attesting to the absence of coercion for labor or  
services.

I affirm that the information provided in this affidavit is true and accurate to the best of my  
knowledge.

Printed Name:

Title:

Signature:

Date:

**State of Florida  
Department of Environmental Protection  
Scope of Work Appendix**

**Exhibit J**

**Petroleum Contamination Site Response Action Services**

**A. LAWS AND REGULATORY SPECIFICATIONS**

**Regulatory Authority**

Authorization and funding of Florida's Petroleum Restoration Program is governed primarily by section 376.3071, Florida Statutes (F.S.) with funding from the Inland Protection Fund (IPTF). Additional related statutory provisions are included in sections 120.542, 206.01, 206.86, 206.9935, 215.422, 287.0585, 376.301, 376.305, 376.308, 376.3072, 376.3073, 376.3075, 376.30702, 376.30713, 376.30714, 376.30715, and 376.30716, F.S.

The primary DEP regulations applicable to work under this Contract include Chapter 62-780, Florida Administrative Code (F.A.C.), Contaminated Site Cleanup Criteria, Chapter 62-777, F.A.C. - Contamination Cleanup Target Levels, Chapter 62-160, F.A.C. - Quality Assurance, Chapter 62-771, F.A.C. - Petroleum Contamination Site Priority Ranking, Chapter 62-772, Procurement Procedures for Petroleum Cleanup, Chapter 62-761, F.A.C. - Underground Storage Tank Systems and Chapter 62-762, F.A.C. - Above Ground Storage Tank Systems.

The Contractor is responsible for complying with **ALL** State and Federal Laws and Regulations applicable to furnishing and performance of work as stated in the Contract.

All work must be performed in accordance with this Scope of Work (SOW) and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable FDEP and Water Management District guidance memoranda, standard industry procedures and as described in the Agency Term Contract (ATC).

Copies of all referenced guidelines are available at:

<http://floridadep.gov/waste/petroleum-restoration>

Reports must be submitted using the appropriate FDEP forms found at:

<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>

All work must be conducted in accordance with PRP Standard Specification Details found at:

<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

**Guidance Documents and Forms**

The primary DEP guidance documents and forms applicable to work under this Contract are available on the Petroleum Restoration Program website at [Petroleum Restoration Program | Florida Department of Environmental Protection](#). These guidance documents are subject to change and revision. Also, a number of them include references to the previous Program and Bureau names (Preapproval Program and Bureau of Petroleum Storage Systems [BPSS]). These apply to the Petroleum Restoration Program

regardless of the Program and Bureau name on the documents. The name references will be updated if revisions are needed in the future.

DEP GUIDANCE DOCUMENTS AND FORMS						
	Title	References*	Site Assess.	Remedial Options and Design	RA Impl.	Site Closure
1.	Applicability of Soil Cleanup Target Levels at Contaminated Sites (9/29/00)	62-713, FAC; 62-777, FAC; 62- 780	X	X	X	X
2.	Approval to Construct Class V, Group 4 Injection Wells for Contaminated Site Rehabilitation (9/14/12)	373, FS; 62-538, FAC		X	X	
3.	BPSS Enforcement of Laboratory NELAP Certification Requirements (2/15/07)	62-160, FAC; 62-780, FAC	X	X	X	X
4.	BPSS Field Notes Guidance (4/25/12) Revised (8/17/17)	FD 1000	X	X	X	X
5.	BPSS PCS-003: Complete Streamlined Assessment Procedures for Inland Protection Trust Funded Sites (9/1/01)	62-777, FAC	X			
6.	BPSS PCS-004: Soil Sampling and Sampling Methods (10/1/01)	62-780 FAC, 62-777, , FAC	X	X	X	X
7.	BPSS PCS-005: Groundwater Sampling Standard Operating Procedures Variances and Clarifications for Bureau of Petroleum Storage System Sites (5/2/05)	62-160, FAC	X	X	X	X
8.	BPSS PCS-006: Design, Installation, and Placement of Monitoring Wells (5/2/05)	62-780, FAC; 62-777, FAC**	X	X	X	X
9.	BPSS-1: Non Petroleum Contamination at Petroleum Contaminated Sites (5/1/98)	None	X	X	X	X
10.	BPSS -2: In Situ Sparging, Pilot Studies, Design Requirements (5/1/98)	None		X		
11.	BPSS-3: Design Requirements and Procedures for NPDES Discharges (5/1/98)	None		X	X	
12.	BPSS-4: Vacuum Extraction, Multi-Phase Extraction, Pilot Studies, Air Emissions Treatment and Monitoring Requirements (5/10/00)	62-780, FAC; 62-777, FAC		X	X	
13.	BPSS-5: Record Drawings (6/4/98)	62-780, FAC		X	X	
14.	BPSS-6: Modifications to Approved RAPs (5/1/98)	None		X	X	
15.	BPSS-7: Administrative Procedures (5/1/98)	62-780, FAC	X	X	X	X
16.	BPSS-8: Effluent Disposal via Injection Well (6/8/00)	62-528, FAC; 62-520, FAC; 62-550, FAC; 62-777, FAC		X	X	
17.	BPSS-9: PE Certification Requirements (5/1/98)	471, FS	X	X	X	X
18.	BPSS-10: In Situ Chemical Additives (3/11/11)	62-780, FAC; 62-777, FAC; 62-550, FAC; 62-528, FAC; 62-522, FAC	X	X	X	

19.	BPSS-11: Natural Attenuation Evaluation Procedures (5/8/98)	62-780, FAC	X	X	X	
20.	BPSS-12: Pilot Test Guidelines for Pre-Approval Program Sites (2/3/04)	None		X		
21.	BPSS-12A: In-Situ Air Sparging Pilot Test Guidance (9/2/03)	None		X		
22.	BPSS-12B: Soil Vapor Extractions Pilot Test Guidance (9/2/03)	None		X		
23.	BPSS-12C: Biosparging Pilot Test Guidance (9/2/03)	None		X		
24.	BPSS-12D: Multi-Phase Extraction Pilot Test Guidance (9/2/03)	None		X		
25.	BPSS-12E: Bioventing Pilot Test Guidance (9/2/03)	None		X		
26.	BPSS-12F Groundwater Recovery Guidance (1/30/04)	None		X	X	

27.	Calculated SCTLs for TRPH Fractions Based on TPHCWG and MADEP Methods (4/17/05)	62-777, FAC	X	X	X	X
28.	Clarification of Analytical Requirements of the Generic Permit for Discharges from Petroleum Contaminated Sites (8/6/10)	62-620, FAC; 62-621, FAC; 403, FS		X	X	
29.	DEP Quality Assurance Program Field SOPs (001/01)-see <a href="http://www.dep.state.fl.us/water/sas/sop/sops.htm">www.dep.state.fl.us/water/sas/sop/sops.htm</a>	62-160, FAC	X	X	X	X
30.	Difficult Sites Memo (5/21/03)	62-780, FAC; 62-777, FAC		X	X	
31.	Draft Receptor Survey & Exposure Pathway Identification Form and required attachments (7/4/13)	None	X	X	X	X
32.	Executive Summary of Source Removal Guidance for Preapproval Program Sites (2-15-2007)	376, FS		X	X	
33.	Free Product Recovery Initiative Guidance Revised (1/15/08); Revised (5/23/17)	376, FS	X	X	X	
34.	Generic Permit for Short Term Discharges from Petroleum Contaminated Sites, Supplemental Procedural Guidance (6/23/04)	62-621, FAC		X	X	
35.	Guidance and Procedures for Implementation of the Statutory Rule Notification Requirements for Discovery of Contamination Beyond Property Boundaries (12/21/07) *Revised document dated November 14, 2008.	1003.01, FS; 376.30702, FS;; 62-780, FAC;	X	X	X	X
36.	Guidance for Access to Railroad Properties that are contaminated by Petroleum Sites That Are Eligible for State Funded Cleanup Where the Railroad Property is Not the Source of Contamination (10/15/03) <u>Procedures for CSX Property Site Access and Direct Payment for Railroad</u>	376, FS; Title 49, Part 214, Code of Federal Regulations	X	X	X	X
37.	Guidance for Comparing Background and Site Chemical Concentrations in Soil (January 2012)	62-780, FAC	X	X	X	X
38.	Guidance for Completing the Groundwater Sampling Log (Form FD 9000-24) for Chapter 62-780, F.A.C.	62-780, FAC	X	X	X	X

39.	Guidance for the Determination of Subsequently Discovered Discharges at Sites with Preexisting Eligible Petroleum Discharges Pursuant to Section 376.30716, Florida Statutes (2-15-2007)	62-761, FAC; 62-780, FAC; 376, FS; 67.30716(4), FS	X	X	X	X
40.	Guidance on Site Assessment and Supplemental Assessment Report Preparation for Petroleum Preapproval Sites (10/29/98)	376, FS; 492, FS; 62-780 FAC	X	X	X	X

41.	<a href="#">Institutional Controls Procedures Guidance Florida Department of Environmental Protection</a>	62-777, FAC; 62-780, FAC; 5J-17, FAC; 319, FS; 320, FS; 321, FS; 322, FS; 373, FS; 376, FS; 403, FS	X	X	X	X
42.	Interim Guidance for Laboratory Analyses for Soil Samples for Petroleum Contamination Site Assessments (2/3/98)	62-780, FAC	X	X	X	X
43.	Restatement of Memo dated September 25, 2000 Amending Guidance for Amended & Restated Agency Term Contracts and Protocol for Contractor Damage to Petroleum Storage Systems and Utilities, Effective Date: December 16, 2016	None	X	X	X	
44.	Performance Standards for State-Funded Investigations Near Petroleum Storage Systems and Utilities, December 16, 2016	62-761.200(63), FAC 62-761.450(2) and (3), FAC, 62-761.900(6), FAC, 62-761.900(1), FAC, 556, FS, 556.105, FS	X	X	X	X
45.	Memorandum of Understanding with DOT Regarding Petroleum Cleanup and Right of Way (10/29/12)	376, FS; 403, FS; 334, FS; 337, FS; 339, FS; 62-780, FAC	X	X	X	X
46.	Guide for Contractors Obtaining Access to Property (03/15/18)	None	X	X	X	X
47.	Preapproval Program Allowable Cost Related to recommendation for NFA with condition (9/1/11)	62-780, FAC	X	X	X	X
48.	Preapproval Program Backfill Quality Assurance Procedures for Site Undergoing Excavation (Updated 10/10/10)	62-173 FAC		X	X	
49.	Preapproval Program Guidance for Technical and Cost Justification for Contaminated Soil Source Removal (February 2007)	62-780, FAC; 376, FS		X	X	
50.	Preapproval Program Policy on Disclosure of Relationships between Preapproval Program Contractors and Subcontractors for Professional Engineering and Geological Services (9/30/04)	None	X	X	X	X
51.	Priority Pollutant Volatile and Extractable Organics (8/11/10)	62-780, FAC	X	X	X	X
52.	Procedural and Technical Guidance for Site Characterization Screening (7/1/12)	62-780, FAC	X			X
53.	Professional Certification of Technical Documents (3/31/00)	471, FS; 472, FS	X	X	X	X

54.	Quality Assurance - Basic Dilution Principles Supplement to the BPSS Memorandum "Quality Assurance and Related Issues" (6/10/10)	62-160, FAC; 62-780, FAC	X	X	X	X
55.	Quality Assurance and Related Issues (5/14/07)	62-160, FAC; 62-780, FAC; 62-777, FAC	X	X	X	X

56.	Revised Policy on Establishment and Use of Milestones for Evaluating the Operation of Active Remediation Systems in the Preapproval Program (4/19/99)	None		X	X	
57.	Revised Procedures and Required Documentation for the Transfer of Title, Registration and Licensure of State-Owned Remediation System Trailers (Supersedes memo of same title dated 12/14/04) (2/28/05)	319, FS; 320, FS;			X	
58.	Rounding Analytical Data for Site Rehabilitation Completion (11/17/11)	62-302, FAC, 62-520, FAC, 62-777, FAC	X	X	X	X
59.	PRP Site Access Agreement ( <a href="https://floridadep.gov/waste/petroleum-restoration/content/administrative-guidance">https://floridadep.gov/waste/petroleum-restoration/content/administrative-guidance</a> )		X	X	X	X
60.	Soil Cleanup Target Levels, Application to Site Rehabilitation Discussions (2/1/11)	62-777, FAC; 62-780 FAC,	X	X	X	
61.	SPLP Procedures for Petroleum Contaminated Sites (3/8/10)	62-780, FAC	X	X	X	X
62.	State-Owned Tangible Personal Property Procedures and Requirements (Revised) (3/3/08)	273, FS; Section 10.370 Auditor Guidance; DEP Directives 320			X	
63.	Supplement to Milestone Policy - Time to Switch Evaluation Procedures (9/6/01)	62-777, FAC		X	X	
64.	Supplemental Guidance for 62-780.300 Interim Soil Source Removal (2/15/07)	62-780, FAC		X	X	
65.	Supplemental Guidance for Air Emissions Control from Active Remedial Action Systems (11/24/09)	62-780, FAC		X	X	
66.	Use of Out-of-State Facilities for Soil Treatment, Disposal, or Sources of Backfill for Preapproval Program Sites (5/20/08)	62-713, FAC	X	X	X	X
67.	Petroleum Restoration Program Standardized Quote Form	None	X	X	X	X
68.	OSHA's HAZWOPER standard	29 CFR 1910.120	X	X	X	X
69.	Final Guidance for PreDrilling Meeting under ATC (5/15/18)	None	X	X	X	X

70.	ADaPT DWM User Guide	None	X	X	X	X
71.	Link to LIVE DOCUMENT - <a href="#">PRP Standard Specification Details</a> (Revised 10/29/19)	None	X	X	X	X
72.	<a href="#">Petroleum Restoration Program Natural Attenuation Monitoring Plan Checklist</a>	None	X	X	X	X
73.	<a href="#">ATC Report Types Guidance</a>	None	X	X	X	X
74.	<a href="#">ATC Report Components Matrix</a>	None	X	X	X	X
75.	<a href="#">ESSA User Guide for Submittal of Deliverables</a>	None	X	X	X	X
76.	<a href="#">Project Managers Guide - Remediation System Runtime Evaluation</a>	None			X	
**ASTM, Standard Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers (D5092-90, Reapproved 1995).						
**ASTM, Standard Guide for Decommissioning of Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities (D5299-92).						
**ASTM, Standard Guide for Use of Hollow-Stem Augers for Geoenvironmental Exploration and the Installation of Subsurface Water-Quality Monitoring Devices (D5784-95, Reapproved 2000).						
**ASTM, Standard Guide for Installation of Direct Push Ground Water Monitoring Wells (D6724-01).						
**ASTM, Standard Guide for Direct Push Installation of Prepacked Screen Monitoring Wells in Unconsolidated Aquifers (D6725-01).						
**USEPA, Environmental Investigations Standard Operating Procedure and Quality Assurance Manual, Section 6: Design and Installation of Monitoring Wells, November 2001						

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## B. Technical Report and Deliverable Related Time Frames

CONTRACTOR TECHNICAL REPORT AND DELIVERABLE RELATED TIME FRAMES	
As-Built Drawings	Submit within 120 days of initiation of operation of active remediation system or per Work Order or Task Assignment, whichever is less
Bid Package	Submit per Task Assignment
Boring Logs	Submit per Task Assignment
Chain of Custody	Submit per Task Assignment
Closure Report	Submit per Task Assignment
Construction Drawings	Submit per Task Assignment
Disposal Manifest	Submit per Task Assignment
Effluent Concentrations or Air Emissions Exceed Those Approved in RAP or Plume Migration Occurs	Take corrective action and notify DEP/LP within 7 calendar days if not imminent threat and within 24 hours if imminent threat
Evaluation of Remedial Alternatives	Submit per Task Assignment
Field Notes	Submit per Task Assignment
Forensic Site Investigation Report	Submit per Task Assignment
Free Product Removal Report	Submit per Task Assignment
General Remedial Action Report	Submit per Task Assignment
Groundwater Sampling Logs	Submit per Task Assignment
Health and Safety Plan	Submit per Task Assignment
Interim Report	Submit per Task Assignment
Laboratory Report	Submit per Task Assignment
Letter Report	Submit per Task Assignment
Limited Contamination Assessment Report Addendum	Submit within 60 days of receipt of comments or per timeframe in comment letter
Limited Scope Remedial Action Plan	Submit per Task Assignment
Maps and/or Tables	Submit per Task Assignment
Natural Attenuation Monitoring (NAM) Plan	Submit per Task Assignment
Natural Attenuation Monitoring (NAM) Plan Addendum/Response	Submit within 30 days of receipt of comments or per timeframe in comment letter
Natural Attenuation Monitoring Report	Submit per Task Assignment
No Further Action Proposal (NFAP) Addendum/Response	Submit within 30 days of receipt of comments or per timeframe in comment letter
NPDES Discharge Monitoring Report	Submit per Task Assignment
O&M Report	Submit per Task Assignment
Other Report Type	Submit per Task Assignment
PBC Maintain Target Levels Report	Submit per Task Assignment
PBC Milestone Report	Submit per Task Assignment

CONTRACTOR TECHNICAL REPORT AND DELIVERABLE RELATED TIME FRAMES	
PBC System Startup Report	Submit per Task Assignment
PBC Target Levels, All Contaminants, All Media	Submit per Task Assignment
PBC Verification Sampling Report	Submit per Task Assignment
Photo Documentation	Submit per Task Assignment
Pilot Test Plan	Submit per Task Assignment
Pilot Test Report	Submit per Task Assignment
Post Active Remediation Monitoring Plan (PARM)	Submit per Task Assignment
Post Active Remediation Monitoring (PARM) Report	Submit per Task Assignment
Property Reporting Form	Submit per Task Assignment
Remedial Action Letter Report	Submit per Task Assignment
Remedial Action Plan (RAP)	Submit per Task Assignment
Remedial Action Plan (RAP) Addendum/Response	Submit within 60 days of receipt of comments or per timeframe in comment letter
Remedial Action Plan (RAP) Modification or alternative CTL or Change in Monitoring of Operation Parameters Proposal	Submit per Task Assignment
Remedial Action (RA) Start Up Report	Submit per Task Assignment
Remedial Action (RA) Status Reports	Submit per Task Assignment
Response to Non-Technical Comments	Submit per timeframe in comment letter
Request for Modification of Time Frame	Submit at least 20 days prior to date action required (unless emergency conditions)
Risk Assessment Report	Submit within 90 days of approval of recommendation to prepare
Risk Assessment Report Addendum/Response	Submit within 60 days of receipt of comments or per timeframe in comment letter
Source Removal (SR) Report	Submit within 60 days of SR completion or per Task Assignment, whichever is less
SR Report Addendum/ Response to Comments	Submit within 60 days of receipt of comments or per timeframe in comment letter
Site Assessment (SA) Report	Submit per Task Assignment
SA Report Addendum/Response to Comments	Submit within 60 days of receipt of comments or per timeframe in comment letter
Site Access Agreement	Submit per Task Assignment
Site Characterization Screening Report	Submit per Task Assignment
Site Rehabilitation Completion Report (SRCR)	Submit as soon as all required information is available
Site Rehabilitation Completion Report (SRCR) Addendum/Response	Submit within 30 days of receipt of comments or per timeframe in comment letter
Status Report	Submit per Task Assignment

CONTRACTOR TECHNICAL REPORT AND DELIVERABLE RELATED TIME FRAMES	
Supplemental Site Assessment Report	Submit per Task Assignment
Template Site Assessment Report	Submit per Task Assignment
Weight Tickets	Submit per Task Assignment
Well Abandonment Report	Submit per Task Assignment
Well Logs	Submit per Task Assignment

### C. CONTRACT DESCRIPTIONS OF LABOR CATEGORIES AND QUALIFICATIONS

The following table lists the Labor Categories with functional areas of expertise, identification of Key Personnel, descriptions of the required qualifications, and typical duties. **Required experience performed is defined by the typical duties listed for each category and is specific to environmental site investigations, engineering and/or remediation.** An individual may fill a position in more than one labor category, but this individual must meet all of the minimum qualifications and experience requirements listed under each category.

**NOTE (1):** "Key Personnel" shall have technical education and experience, in fields relevant to the Petroleum Restoration Program, and if in a professional category, shall also possess a correspondingly appropriate degree such as engineering and geology or other related science.

**NOTE (2):** "Key Personnel" shall have the following abilities and experience as applicable to their position:

1. Ability to implement and interpret biological and/or water quality monitoring data;
2. Ability to perform groundwater flow analysis and/or contaminant fate and transport analysis;
3. Ability to perform scientific and engineering analysis regarding the occurrence and processes that control the migration of dissolved contaminants in groundwater such as transport processes in heterogeneous and fractured media, hydro chemical behavior of contaminants and the evaluation of natural attenuation of contaminants including aerobic and anaerobic degradation of petroleum hydrocarbons as well as the application of degradation rates;
4. Prior direct participation on groundwater restoration projects that resulted in groundwater meeting applicable cleanup target levels or site cleanup by using several approaches such as Air Sparge/Soil Vapor Extraction, enhanced bioremediation, chemical oxidation, excavation, or other remedial technologies;
5. Prior involvement and understanding of the petroleum cleanup regulatory process including site closure using risk-based criteria and/or institutional controls; and
6. Prior direct participation in authoring documents such as Site Assessment Reports, Remedial Action Plans, and Site Rehabilitation Completion proposals with or without conditions.

DESCRIPTIONS OF LABOR CATEGORIES AND QUALIFICATIONS		
Labor Category	Qualifications	Typical Duties
Professional Engineer ( <b>Key</b> )	Professional Engineer (PE) currently licensed in the State of Florida (under Chapter 471, FS) and in good standing with the Florida Board of Professional Engineers. Five (5) years of experience performing environmental and remediation engineering at petroleum cleanup projects and meets the qualifications of an Engineer as outlined under that labor category. Shall have the education, degree, abilities, and experience applicable to their position listed for "Key Personnel" in section C above.	Supervises all engineering aspects of the project(s). Directs engineering evaluations of remedial options, remedial plans and designs and fieldwork and reviews report elements of an engineering nature. Oversees remediation technology pilot tests, remediation system installations and startups. Reviews historical site data files for site closure considerations. Seals documents as appropriate. Responsible for Engineer(s).
Professional Geologist ( <b>Key</b> )	Professional Geologist (PG) currently licensed in the State of Florida (under Chapter 492, FS) and in good standing with the Florida Board of Professional Geologists. Five (5) years of experience performing environmental and remediation engineering at petroleum cleanup projects and meets the qualifications of a Geologist as outlined under that labor category. Shall have the education, degree, abilities, and experience applicable to their position listed for "Key Personnel" in section C above.	Supervises all assessment-related aspects of the project(s). Directs evaluations of site assessment plans to fully develop conceptual site models and reviews report elements of a geology nature. Oversees soil and groundwater assessments. Reviews historical site data files for site closure considerations. Certifies documents as appropriate. Responsible for Geologists/Geoscientists/ Hydrogeologists.
Geologist/ Geoscientist	Degree in Geology or Geoscience or Professional Geologist (PG) currently licensed in the State of Florida and in good standing with the Florida Board of Professional Geologists. One (1) year of experience performing environmental site investigations functioning under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, degree, abilities, and experience applicable to their position.	All duties performed under supervision of the Professional Geologist. Logs and field screens soil borings. Collects samples. Supervises installation of wells. Interprets field data. Reviews environmental data. Prepares reports and other submittals.
Hydrogeologist/ Modeler	Bachelor's degree in Physical Science, Natural Science, or Engineering. Four (4) years of experience performing environmental site investigations. All work must be under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, degree, abilities, and experience applicable to their position.	Oversees aquifer tests. Analyzes hydrologic processes and aquifer test data. Evaluates fate and transport of contaminants. Performs computer modeling. Interprets groundwater data. Prepares reports and other submittals.
Engineer	Degree in Engineering or Professional Engineer (PE) currently licensed in the State of Florida and in good standing with the Florida Board of Professional Engineers. One (1) year of experience performing environmental and remediation engineering at petroleum cleanup projects functioning under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, degree, abilities, and experience applicable to their position.	All duties performed under supervision of the Professional Engineer. Reviews and interprets field data. Performs engineering evaluations of remedial options, prepares remedial plans and designs and other report elements of an engineering nature. Oversees remediation technology pilot tests, remediation system installations and startups. Prepares reports and other submittals.
Scientist/Technical Specialist	Bachelor's degree in Physical Science, Natural Science, or Engineering. Three (3) years of experience performing environmental site investigations; or two (2) years of experience as an Assistant Scientist/Technical Specialist functioning under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, degree, abilities, and experience applicable to their position.	Evaluates and interprets technical data. Conducts risk and ecological assessments/surveys. Oversees field aspect of remediation events and excavations. Interfaces with landowners to obtain site access, deed recordation, etc. Prepares reports and other submittals.

DESCRIPTIONS OF LABOR CATEGORIES AND QUALIFICATIONS		
Labor Category	Qualifications	Typical Duties
Assistant Scientist/ Technical Specialist	Bachelor's degree in Physical Science, Natural Science, or Engineering. No experience with environmental site investigations required. All work must be under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, degree, abilities, and experience applicable to their position.	Provides assistance and support functions for any key personnel labor categories.
Project/Contract Manager ( <b>Key</b> )	Bachelor's degree in Physical Science, Natural Science, or Engineering. Six (6) years of experience applicable to their position. Authorized to legally bind the contracted firm and be the contact person for all issues regarding the Terms and Conditions of the contract. May be involved in complex special projects as a contract liaison. Must be a direct employee of the Contractor. Shall have the education, degree, abilities and experience applicable to their position listed for "Key Personnel" in section C above.	Maintains a complete and effective project team. Ensures compliance with the contract and programmatic requirements. Formally requests the addition or substitution of personnel and subcontractors as needed.
Project/Site Manager ( <b>Key</b> )	Bachelor's degree and four (4) years of experience performing environmental site investigations. Three (3) years direct experience in DEP Petroleum Cleanup rules, guidance, and contaminants, including the management and supervision of multidisciplinary environmental personnel. Shall have the education, degree, abilities and experience applicable to their position listed for "Key Personnel" in section C above.	Supervises all activities at site and serves as primary day-to-day contact for the DEP Project Manager. Prepares the work plans and necessary amendments with appropriate justification. Reviews elements of project work plans and specifications. Implements and oversees the technical and administrative execution of Task assignments. Manages project scope, budget, and schedule. Verifies data QA/QC procedures. Reviews deliverables for quality, accuracy, and compliance with contract requirements. Ensures timely and correct invoicing. Maintains compliance with DEP regulations and policies.
Field Technician ( <b>Key</b> )	Two (2) years experience performing environmental site investigations; or one (1) year of experience as an Assistant Scientist/Technical Specialist functioning under the direct supervision and authority of an appropriate Key Personnel labor category of this Contract. Shall have the education, abilities and experience applicable to their position listed for "Key Personnel" in section C above.	Collects water, soil, and air samples in accordance with appropriate protocols. Measures groundwater elevations. Oversees field aspect of remediation events. Troubleshoots field equipment and makes simple repairs. Documents field observations. Oversees plugging and abandonment of wells.
Draftsperson	Degree or certification equivalent in drafting or computer-aided design (CAD). Two (2) years experience in the respective field.	Prepares to-scale drawings including all details as required by the DEP.
Administrative Staff	Proficiency in performing applicable duties.	Ensure timely and accurate delivery of correspondence, project reports, and invoices, etc. A sufficient number of administrative staff must be available.
Laborers and Security Guards	Proficiency in performing applicable duties.	Ensures timely and accurate delivery of services. Perform manual labor associated with environmental work. A sufficient number of laborers and security guards must be available.

#### **D. LABOR CATEGORY CLARIFICATIONS**

The Contractor's Contract Manager is the contact person for all issues regarding the Terms and Conditions of the contract.

The Contractor's Project/Site Manager is the person designated by the Contractor's Contract Manager to manage the contaminated site and interact directly with the DEP's Site Manager on all issues pertaining to the purchase order/task assignment.

The DEP's Contract Manager is the person listed with that title per section 59 of the Terms and Conditions, and is the contact person for all issues regarding the Terms and Conditions of the contract and the entity that reviews proposed changes under the Contract.

The DEP's Site Manager is the person assigned by the DEP to manage the contaminated site and interact directly with the Contractor's Project/Site Manager on all issues pertaining to the purchase order/task assignment. This person provides the initial review related to all purchase orders/task assignments and all related change orders.

The DEP may use the services of Site Managers employed by a contracted Local Program and Teams to assist in the management of contaminated sites and those entities may act in the same capacity as the DEP staff subject to the terms of their contract and subject to additional DEP approval.

After assignment of a contaminated site to the Contractor, the DEP will contact the Contractor Contract Manager who shall determine the Contractor Project/Site Manager for the site. The DEP Project/Site Manager will communicate project requirements to the Contractor Project/Site Manager and makes appropriate site records available for review.

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## E. ACRONYMS

AC -	Advanced Cleanup Program
ACR -	Advanced Cleanup scheduled for Redevelopment Program
ACTLs -	Alternative Contaminant Target Levels
ADA -	Americans with Disabilities Act
ADaPT -	Automated Data Processing Tool
ANTD -	Approved – No Task Level Data
AOD -	Ariba on Demand
AP -	Aquatic Preserve
APPL -	Application
ARPA -	American Rescue Plan Act
AS -	Air Sparge
ASCTL -	Alternative Soil Cleanup Target Levels
AST -	Aboveground Storage Tank
ASW -	Air Sparge Well
ATC -	Agency Term Contractor
ATP -	Ability to Pay (Application and Analysis)
ATRP -	Abandoned Tank Restoration Program
AWT -	Advanced Wastewater Treatment
BaP -	Benzo (a) Pyrene
BC -	Bureau Chief
BDD -	Budget Data Detail
BDL -	Below Detection Limit
BE -	Budget Entity
BER -	Bureau of Emergency Response
BF&A -	Bureau of Finance & Accounting
BLEVE -	Boiling Liquid Expanding Vapor Explosion
bls -	Below land surface
bgl -	Below ground level
BMAP -	Basin Management Action Plan
BMP -	Best Management Practice
BPSS -	Bureau of Petroleum Storage Systems (now called Petroleum Restoration Program (PRP))
BS -	Bio Sparge
BTEX -	Benzene-Toluene-Ethylbenzene-Total Xylenes
CA -	Contamination Assessment
CADD -	Computer Aided Drafting and Design
CAP -	Corrective Action Plan
CAP -	Funding Ceiling (not to exceed)
CAR -	Contamination Assessment Report
Cat -	Category
CATOX -	Catalytic Oxidation Unit
CCA -	Conditional Closure Agreement
CCA -	Cost Center Administrator
CCV -	Continuing Calibration Verification
CD -	Central FDEP District
CDF -	Contractor Designation Form (no longer used)
CERCLA -	Comprehensive Environmental Response, Compensation and Liability Act (aka Superfund)
CERP -	Comprehensive Everglades Restoration Plan
CEU -	Continuing Education Unit

CFR	Code of Federal Regulation
CGWE -	Corrected Groundwater Elevation
CIDE -	Commercial/Industrial Direct Exposure
CID # -	Contractor Identification Number
CLM -	Contamination Locator Map
CMPL -	Completed
CO -	Change Order
CO -	Consent Order
COC's -	Contaminant(s) of Concern or Chain of Custody for Sampling Log.
CPA -	Certified Public Accountant
CPE -	Contractor Performance Evaluation
CRS -	Contractor Recommendation Sheet
CSF -	Contractor Selection Formula
CSR -	Contaminated Soil Removal
CSRCO -	Conditional Site Rehabilitation Closure Order
CTL -	Cleanup Target Level
CUP -	Consumptive Use Permit
CW -	Compliance Well
DACS -	Florida Department of Agriculture and Consumer Services
DARM -	Division of Air Resource Management
DBPR -	Florida Department of Business & Professional Regulation
DBS -	District and Business Support
DEAR -	Division of Environmental Assessment and Restoration
DEM -	Florida Division of Emergency Management
DEO -	Florida Department of Economic Opportunity
DEP -	Florida Department of Environmental Protection
DIRC -	Declaration of Interim Restrictive Covenant
DLES -	Department of Labor and Employment Security
DNAPL -	Dense non-aqueous phase liquid (sinks in water)
DOD -	U.S. Department of Defense
DOH -	Florida Department of Health
DOT -	Florida Department of Transportation
DPE/DPX -	Dual Phase Extraction (Vapors and GW)
DPRC -	Discharge Prevention Response Certificate
DPT -	Direct Push Technology
DPU -	Delayed Purchase Until for New POs under NEXGEN MFMP
DPW -	Depth to Water (below Top or Casing)
DRC -	Declaration of Restrictive Covenant
DRF -	Discharge Report Form
DRL -	Deliverable Review Letter
DSL -	Division of State Lands
DTP -	Depth to Product
DTW -	Depth to Water
DWM -	DEP Division of Waste Management
DWRA -	Division of Water Restoration Assistance
DWRM -	Division of Water Resource management
D3A -	Narrative that is uploaded to accompany the LBR
ECD -	Electron Capture Detector
ECR -	Engineering Certification Report
EDB -	Ethylene dibromide; 1,2 Dibromoethane
EDD -	Electronic Date Deliverable
EDI	Early Detection Incentive Program
EDMS -	Electronic Data Management System
EDP -	Employee Development Plan



EJ -	EPA Environmental Justice
ELCP -	Environmental Laboratory Certification Program
ENTD -	Eligible – No Task Level Data
EO -	Expansion Option
EOC -	Emergency Operations Center
EOG -	Executive Office of the Governor
EPA -	U.S. Environmental Protection Agency
ERIC-	Waste Cleanup Tracking Database
ERC -	Environmental Regulation Commission
ERP -	Environmental Resource Permit
ESFCE -	Eligible but State Funding Cap is Exhausted
F&A -	Bureau of Finance & Accounting
FAC -	Florida Administrative Code
FAC ID# -	DEP Facility Identification Number
FAQ -	Frequently Asked Questions
FBPA -	Florida Board of Professional Engineers
FCFS -	First Come First Serve Reimbursement database
FCO -	Fixed Capital Outlay
FEMA -	Federal Emergency Management Agency
FGS -	Florida Geological Survey
FID -	Flame Ionization Detector (OVA)
FID -	Fund/Trust Fund
FLAIR -	Florida Accounting Information Resource (replaced by PALM)
FMP -	Financial Management & Procurement (Accounting)
FP -	Free Product
FPC -	Florida Petroleum Council
FPLRIP -	Florida Petroleum Liability Restoration Insurance Program
FPMA -	Florida Petroleum Marketers & Convenience Store Association
FPS -	Florida Park Service
FRP -	Free Product Recovery
FPRI -	Free Product Recovery Initiative
FS -	Florida Statutes
FSI -	Forensic Site Investigation
FR -	Financial Responsibility
FTE -	Full-Time Equivalent or Employee
FTSS -	Forensic and Technical Support Services
ft bls -	feet below land surface
FWC -	Florida Fish & Wildlife Conservation Commission
FWS -	U.S. Fish and Wildlife Service
FY -	Fiscal Year (Florida from July 1 to June 30; Federal from Oct. 1 to Sept 30)
g -	Grams
GAA -	General Appropriations Act
G&A -	General and Administrative
GAAFR -	Governmental Accounting, Auditing, and Financial Reporting (Fund Type)
GAC -	Granular Activated Carbon
GAG -	Gasoline Analytical Group
GC/MS -	Gas Chromatograph/Mass Spectroanalysis
GCTL -	Groundwater Cleanup Target Level
gpd -	Gallons per Day
gpm -	Gallons per Minute
GPS -	Global Positioning System
GW -	Ground Water
GWL -	Groundwater Leachability
HASP	Health and Safety Plan

HAZWOPER -	Hazardous Waste Operations and Emergency Response
HMW -	High Molecular Weight
HP -	Horse Power
HSA -	Hollow Stem Auger
HW -	Horizontal Wells
IAS -	In-situ Air Sparging
IC/EC -	Institutional Controls/Engineering Controls
IC -	Initial Calibration
ICECAP -	Institutional Control Engineering Control Audit Program (5-year inspections)
ICPG -	Institutional Control Procedures Guidance
ICR -	Institutional Control Registry
ICV -	Initial Calibration Verification
IDW -	Investigative Derived Waste
IFAS -	U of F Institute of Food and Agricultural Services
IG -	Inspector General
INOC -	Initial Notice of Contamination Beyond Property Boundaries
INEL -	Ineligible for Cleanup Assistance
INF -	Incident Notification Form 62-761.900(6)
IPE -	Interim Contractor Performance Evaluation
IPFC -	Inland Protection Finance Corporation
IPTF -	Inland Protection Trust Fund
IRA -	Initial Remedial Action
IRIS	EPA Integrated Risk Information System
ISA -	Initial Site Assessment
IT -	Information Technology
ITB -	Invitation to Bid
ITN -	Invitation to Negotiate
ITECH -	Innovative Technology Initiative.
IVPSSR	Innocent Victim Petroleum Storage System Restoration Program
IW -	Injection well
K -	Hydraulic Conductivity
KAG -	Kerosene Analytical Group
LASPBS -	Legislative Appropriations System/Planning and Budgeting Subsystem
LBR -	Legislative Budget Request
LCAR -	Limited Contamination Assessment Report (aka LSAR)
LEP -	Limited English Proficiency
LEPC -	Limited English Proficiency Coordinator
LMW -	Low Molecular Weight
LNAPL -	Light non-aqueous phase liquid (floats on water)
LNFA -	LSSI No Further Action
LOE -	Level of Effort
LP -	Local Program
LPCM -	Local Program Contract Manager
LRPP -	Long Range Program Plan
LSA -	Low Scored Assessment for e-Quotes and ITBs
LSAR -	Limited Site Assessment Report
LSRA -	Limited Scope Remedial Action
LSRI -	Limited Scope Source Removal Initiative
LSRAP -	Limited Scope Remedial Action Plan
LSRI -	Limited Source Removal Initiative
LSSI -	Low Score Site Initiative (and LSSI-NFA)
LTNAM -	Long Term Natural Attenuation Monitoring
LUST -	Leaking Underground Storage Tank Program (Federal)
MADEP -	Massachusetts Department of Environmental Protection Method

MDL -	Laboratory Method Detection Limit
MFMP -	MyFloridaMarketPlace
mg/kg -	milligrams per kilogram (soil)
mg/l -	milligrams per liter (water)
MLP -	Mid level professional
MLT -	Mid level tech
MO -	Monitoring Only
MOA -	Memorandum of Agreement
MOD -	Remedial Action Modification Plan
MOP -	Monitoring Only Plan
MOU -	Memorandum of Understanding
mgd -	Million Gallons per Day
MPE/MPX -	Multiphase Extraction
MTBE -	Methyl-tert-butyl ether
MW -	Monitoring Well
NAM -	Natural Attenuation Monitoring
NA -	Natural Attenuation
NA or N/A -	Not Applicable
NADC -	Natural Attenuation Default Concentrations
NAMP -	Natural Attenuation Monitoring Plan
NASA -	National Aeronautics and Space Administration
NED -	Northeast FDEP District
NELAP -	National Environmental Laboratory Accreditation Program
NEPA -	National Environmental Policy Act
NFA -	No Further Action (also, No Further Action Proposal)
NFAC	No Further Action with Conditions
NFAP -	No Further Action Proposal
NOAA -	National Oceanic and Atmospheric Administration
NOV -	Notice of Violation
NP -	Non-Program (Sites)
NPDES -	National Pollutant Discharge Elimination System.
NPL -	National Priority List (EPA)
NREQ -	Cleanup under Chapter 62-780, F.A.C. Not Required
NWD -	Northwest FDEP District
NWFWMD -	Northwest Florida Water Management District
O&M -	Operation and Maintenance
OCULUS -	Electronic Document Management System used by PRP
ODC's -	Other Direct Costs
OER -	Office of Emergency Response
OGC	Office of General Counsel (Legal)
OIG -	Office of Inspector General
ONGO -	Ongoing
O&M -	Operation and Maintenance
Org -	Organization
ORP -	Oxidation Reduction Potential
OSHA -	Occupational Safety and Health Administration
OVA -	Organic Vapor Analyzer
PA -	Program Administrator
PAC -	Pre-approved Advanced Cleanup Program (no longer used)
PAD -	Position Adjustment Detail
PAH -	Polynuclear Aromatic Hydrocarbons
PALM -	Planning, Accounting and Ledger Management
PAR -	Personnel Action Request
PARM -	Post Active Remedial Monitoring

PBC-	Performance Based Cleanup
PCAP -	Permitting and Compliance Assistance Program
PCP -	Petroleum Cleanup Program
PCS -	Petroleum Cleanup Sections 1 thru 6
PCT -	Petroleum Cleanup Tracking System
PCW -	Petroleum Contact Water
PCPP -	Petroleum Cleanup Participation Program
PCU -	Petroleum Cleanup Unit
PE -	Professional Engineer
Per Diem -	An allowance for daily expenses during field work
PFAS -	Polyfluoroalkyl Substances
PFOA -	Perfluorooctanoic Acid
PFOS -	Perfluorooctane Sulfonate
PFP -	Pay for Performance (now called PBC)
PG -	Professional Geologist
PIANO -	Paraffins, Isoparaffins, Aromatics, Naphthalenes and Olefins
PID -	Photo-Ionization Detector (OVA)
PLRIP-	Petroleum Liability Restoration Insurance Program
PLS -	Professional Land Survey
PO -	Purchase Order
PM -	Project Manager
PPA -	Preapproval Work Order Performance Agreement
ppb -	Parts per billion
ppm -	Parts per million
PRM -	Post Remediation Monitoring
PRP -	Petroleum Restoration Program
PRP -	EPA - Potential Responsible Parties
PRSR -	Person Responsible for Site Rehabilitation
PT -	Pilot Test
PVC -	Polyvinyl chloride
QA/QC -	Quality Assurance/Quality Control
QPBC -	Quoted Performance Based Contract – PBC version of Equote.
RA -	Remedial Action
RAC –	Remedial Action Construction
RAI -	Remedial Action Initiative
RAMP -	Remedial Action Modification Plan (synonymous with RAPMOD)
RAP -	Remedial Action Plan
RAPA -	Remedial Action Plan Addendum
RAPMOD -	Remedial Action Plan Modification
RBCA -	Risk Based Corrective Action
RBCAP -	Risk Based corrective Action Plan
RC -	Restrictive Covenant
RCI -	Relative Capacity Index
RCRA -	Resource Conservation and Recovery Act
RDE -	Residential Direct Exposure
RFC -	Request for Change
RMO -	Risk Management Option
RNA -	Remediation by Natural Attenuation
RP -	Responsible Party
RSEP -	Receptor Survey and Exposure Pathway
RSL -	EPA Regional Screening Level (Air)
RW -	Recovery Well
SA -	Site Assessment (synonymous with CA)
SAA -	Site Assessment Agreement

SAR -	Site Assessment Report
SARA -	Superfund Amendment Reauthorization Act
SB -	Soil Boring
SC -	Site Closure
SC -	State Cleanup
SC -	Sandy clay
SCS -	Site Characterization Screening (now LSA)
SCTL -	Soil Cleanup Target Level
SD -	South FDEP District
SDS -	Material Safety Data Sheet (formally MSDS)
SED -	Southeast FDEP District
SFRF -	State Fiscal Recovery Funds
SFWMD -	South Florida Water Management District
SJRWMD -	St. Johns River Water Management District
SLFRF -	State & Local Fiscal Recovery Funds
SM -	Site Manager
SNC-A,B -	Significant Non-Compliance Level A and B (storage tank compliance)
SOP -	Standard Operating Procedure
SOW -	Scope of Work
SPI -	Scheduled Pay Items
SPLP -	Synthetic Precipitation Leaching Procedure
SR -	Source Removal
SRC -	Site Rehabilitation Complete
SRCO -	Site Rehabilitation Completion Order
SRCOC -	Site Rehabilitation Completion Order with Conditions
SRCR -	Site Rehabilitation Completion Report
SRFA -	Site Rehabilitation Funding Allocation
SRWMD -	Suwannee River Water Management District
SSA -	Supplemental Site Assessment
STA -	Streamlined Site Assessment
STCM -	Storage Tank and Petroleum Contamination Monitoring database
STORET -	Storage Retrieval (data depository)
SUPER -	State Underground Petroleum Environmental Response Act (Florida 1986)
SVE -	Soil Vapor Extraction
SWD -	Southwest FDEP District
SWFWMD -	Southwest Florida Water Management District
TA -	Task Assignment
TACO -	Task Assignment Change Order
TAT -	Turn Around Time
TCLP -	Toxicity Characterization Leaching Procedure
T&D -	Transport and Disposal
TDS -	Total Dissolved Solids
THERMOX -	Thermal Oxidation Unit
T&M -	Time and Materials
TMDLs -	Total Maximum Daily Loads
TOC -	Top of Casing
TPHCWG -	Total Petroleum Hydrocarbon Criteria Working Group Method
TPOC -	Temporary Point of Compliance
TRPH -	Total Recoverable Petroleum Hydrocarbons
TSAR -	Template Site Assessment Report
TSS -	Technical Support Services (part of the TSS/Forensic Contract)
TVOA -	Total Volatile Organic Aromatics
ug/kg -	Micrograms per kilogram (soil)
ug/l -	Micrograms per liter (water)

USACE -	U.S. Army Corps of Engineers
USGS -	United States Geological Survey
ULT -	Upper level tech
UST -	Underground Storage Tank
VC -	Voluntary Cleanup (sites)
VCCR -	Discharge reported and verified, cleanup required
VCO -	Verbal Change Order (from Preapproval Program)
VE -	Vertical extent
VEW -	Vacuum Extraction Well
VOA -	Volatile Organic Aromatics
VOC -	Volatile Organic Compounds
VOL -	Voluntary Cleanup
VS -	Verification Sampling (part of the TSS/Forensic Contract)
VW -	Vertical Well
WA -	Well Abandonment
WASC -	Well Abandonment, Site Closure
WCP -	Waste Cleanup Program
WDRW -	Withdrawn from Cleanup Program
WMD -	Water Management District
WO -	Work Order
WP -	Well Point

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Contract Payment Requirements**

**EXHIBIT K**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, Reference Guide to State Expenditures (February 2011) can be found at the following web address: <https://www.myfloridacfo.com/division/aa/manuals>.

