

AGENCY TERM CONTRACT

THIS agreement is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("Department") and «NAME» ("Contractor"), to provide petroleum contamination site response action services (this "Contract").

<p>A. <u>Contractor</u></p> <p>«NAME» «Contractor_Address» «City», «State» «Zip» Attn: «Contractor_Contract_Mgr» «Contractor_Phone_Number» «Contractor_Email»</p>	<p><u>Department</u></p> <p>Department of Environmental Protection Petroleum Restoration Program 2600 Blair Stone Road, MS#4525 Tallahassee, Florida 32399-2400 Attn: Martin Ehlen 850-245-7614 Martin.Ehlen@dep.state.fl.us</p>
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B. Subcontractors identified for use under this Contract: «Subs»

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

<p>«NAME»</p> <p>By: _____ Title:</p> <p>Date: _____</p>	<p>FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION</p> <p>By: _____ Secretary or designee for the Florida Department of Environmental Protection</p> <p>Date: _____</p>
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<p>FEID No. «FEID»</p>	<p>_____ DEP Contracts Administrator</p> <p>Approved as to form and legality:</p> <p>_____ DEP Attorney</p>
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In consideration of the mutual benefits to be derived herefrom, Department and Contractor do hereby agree as follows:

1. **Services.** Department does hereby retain Contractor to provide petroleum contamination site response action services (**Services**) in accordance with the procedures outlined below and, as defined herein. The services are described in DEP Solicitation No. 2014004C (**Solicitation**) and Contractor's response thereto (**Response**) (the terms of both of which are incorporated herein by reference), and in accordance with Attachment A, Scope of Services (**Scope**), attached hereto and made a part hereof. The terms and conditions set out in the paragraphs below shall take precedence and will control over any terms contained in the Solicitation or Response which are in conflict with or in variance hereto. This Contract shall be subject to applicable procedures, laws, rules and DEP guidance – including but not limited to those listed in Appendix I of the Solicitation, the provisions of which are incorporated herein by reference (**Constraints**). Contractor acknowledges and accepts that the Constraints are subject to periodic revision. This Contract is subject to all revised Constraints without the need for written amendment. Contractor agrees to provide the described services for Department upon the terms and conditions set forth in this Contract and all exhibits and Attachments named herein which are attached hereto and incorporated by reference.

2. **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 ("Assignment Form") or Task Assignment Change Order Form ("Change Order Form") (copies attached hereto and made a part hereof as Attachments B and C, respectively); or
- ii. issuance of a MyFloridaMarketPlace (MFMP) purchase order ("PO").

Contractor and its subcontractors **shall not commence any Work Assignment** until either 1) an Assignment Form/Change Order Form has been fully executed by both Department and Contractor, or 2) an MFMP PO has been issued.

B. Department shall follow the process outlined in the current version of the Relative Capacity Index (RCI) for direct assignments of Services under this Contract. The current RCI is available at http://www.dep.state.fl.us/waste/categories/pcp/pages/selection_RCI.htm. Department may revise the RCI at any time upon not less than five (5) business notice. Notice shall be posted on the Petroleum Restoration Program website. For good cause, Department may assign Services to an ATC contractor outside its contract region. Rates for all direct assignments shall be at or below Contractor's rates, provided as Attachment D (Rate Schedule).

C. Contractor shall also be assigned work as specified in 62-772.401, F.A.C.

D. In the event services are required that are not specifically set out in Attachment A, but are within the Scope, Department and Contractor may negotiate Work Assignments covering the required services and establishing applicable rate(s) for compensation.

E. **THERE IS NO MINIMUM AMOUNT OF WORK GUARANTEED AS A RESULT OF THIS CONTRACT.** Any and all Work Assignments will be at the sole discretion of Department. Department reserves the right to assign different phases of Services on a specific site to different contractors.

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. Such election shall not preclude Contractor from

participating in other Work Assignments as Department may request. Contractor shall notify Department orally, within three (3) business days of receipt of an Assignment Form or PO, of Contractor's decision not to perform or participate, which notification shall be memorialized in writing by Contractor within five (5) business days thereafter to Department's Contract Manager.

- 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.

3. **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.
- 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.
- E. Contractor shall provide competent, suitably qualified personnel. Contractor shall notify Department's Contract Manager of any changes in the Key Personnel identified in Contractor's Response. Such notification shall include Contractor's reason(s) for change in personnel and Contractor's documentation that its proposed replacement Key Personnel have qualifications and experience equal to or greater than that of those no longer part of Contractor's team.

4. **Term of Contract.**

- A. Initial Term. This Contract shall begin upon execution by both parties and shall authorize issuance of Work Assignments by Department to Contractor for five (5) years from the date of execution, inclusive. No Work Assignments shall be issued after the initial five (5) year period. However, the completion date of the Contract shall be determined by the latest completion date of any Work Assignment authorized during the five year term above.
- B. Renewal term. This Contract may be renewed on the same terms and conditions for a period no greater than five years. All renewals are contingent upon satisfactory performance by Contractor.

5. **Compensation.**

- A. Department shall pay Contractor on a combination fee schedule, fixed price, and cost reimbursement basis as specified in each Assignment Form, Change Order Form or PO. Payment shall be authorized by and for each Assignment Form, Change Order Form or PO. **Contractor shall not be compensated for Services performed prior to authorization, or for Services that exceed the funding amount issued for each Assignment Form, Change Order Form or PO.**

- B. Department reserves the right to award some of the Services on a "pay for performance" basis. A Pay for Performance Cleanup (PFP) is one in which payments are made to Contractor based upon a negotiated schedule of cleanup progress. A PFP will require negotiations between Department and Contractor to develop goals, target levels, milestones, payment structure and any additional terms and conditions under which the PFP will be performed. For those Work Assignments issued as PFP assignments, Contractor acknowledges that such work shall be subject to the terms and conditions set forth in either the executed Assignment Form or the PO. Terms and conditions of the PFP Work Assignment which conflict with those contained in this Contract shall have precedence and control.
6. **Annual Appropriation.** Department'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 Assignments and payment associated therewith may be suspended, rescinded and/or terminated at the discretion of Department, if Legislative appropriations are reduced, restricted or eliminated. In such event, Department shall provide notice pursuant to the suspension or termination provisions contained herein.
7. **Payment Method.**
- A. Contractor shall submit invoices as specified in each executed Assignment Form/Change Order Form/PO. Each invoice shall be itemized in accordance with the authorized budget categories listed below and in Attachment D, attached hereto and made a part hereof, or shall be accompanied by an executed copy of the Task Assignment Notification Form/Task Assignment Change Order Form evidencing a fixed price. Contractor shall complete and submit Attachment E, 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. 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 Assignment Form or PO.
- B. Review for approval of the final deliverable(s) will be completed within thirty (30) days of receipt of final invoice and forms. However, Department reserves the right to specify a higher number of days for specific Work Assignments. Contractor's request for payment of retainage will be included on the final invoice for each task assignment or PO. Contractor will submit the final invoice for each task assignment or PO after approval of the final deliverable(s).
- C. Each invoice, including appropriate supporting documentation as required below, shall be submitted to the following 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 interim deliverable or the final deliverable specified in each Work Assignment. Contractor's failure to submit interim 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.
8. **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 Attachment F), 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) - Reimbursement requests for payments to subcontractors associated with activities not included in Attachment D, 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 Department shall be documented by copies of the paid invoices.
- B. Travel - Travel expenses associated with the pay item schedule shall be paid using per diem, prorated in quarter day increments (6 hrs.) within each 24 hour day under travel status in accordance with Section 112.061, Florida Statutes. However, in cases involving Contractor travel for specific meetings or legal proceedings required by Department, hotel and subsistence (meals) may be paid in accordance with section 112.061, F.S., rather than per diem.
- C. 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 Attachment D. 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.
- D. 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 Attachment D. Include copies of invoices or receipts to document charges.
- E. Handling Fee – No markups or handling fees will be allowed on subcontracted work or purchased capital equipment, though subcontractors may be used to provide or perform the scope of work identified in the Attachment D if identified and approved by Department.
- F. Laboratory 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 Attachment D. Blanks and duplicates shall be run as required but not invoiced to Department.
- G. Drilling - All rates for mud rotary and hollow stem auger drilling shall be charged in accordance with the rates contained in Attachment D.
- H. Health and Safety – Health and safety equipment and supplies for in-field personnel protection shall be charged in accordance with the rates contained in Attachment D, and treated as equipment identified in paragraph C above.
- I. 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.

J. Retainage

- i. 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.
 - ii. 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 task assignment. Department shall provide written notification to Contractor of identified deficiencies and Department's intent to withhold retainage on the task 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.
 - iii. 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 under the entire Work Assignment. 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.
 - iv. No retainage shall be released or paid for work on an uncompleted Work Assignment while a Contract is suspended.
 - v. Except as otherwise provided above, Contractor shall be paid the retainage associated with a Work Assignment, provided Contractor has completed the work and submits an invoice for retainage held in accordance with paragraph 7.B. above.
9. **Subcontractor Payments and Releases.** In addition to the invoicing requirements above, the following requirements for payment of invoices for Services shall apply:
- A. Contemporaneous with all payments from Department, excluding the final payment for a Work Assignment, Contractor shall pay all subcontractors and vendors under this Contract within seven (7) working days from the date of receipt of payment from Department. If Contractor receives less than full payment from Department for the services or goods of the subcontractors or vendors, Contractor shall pay subcontractors and vendors in at least the same proportion as that paid by Department. Penalties for non-compliance and provisions for legal assistance for subcontractors are included in Subsection 287.0585(1), F.S.
 - B. Contractor shall submit, with each invoice for work where subcontractors or suppliers performed work during the invoice period on-site, lien waivers from each subcontractor or supplier for work done during the invoice period at the site.
10. **Release of Claims.** Upon satisfactory completion of each Work Assignment, Contractor shall execute and deliver to Department a release of all claims against Department arising under, or by virtue of, the Work Assignment, except claims which are specifically exempted by Contractor to be set forth therein (**Contractor Release**, using Attachment G - Contractor Affidavit/Release of Claims). Receipt by Department of Contractor's Release is a condition of final payment under a Work Assignment. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to this Contract, final payment under a Work Assignment or settlement upon termination of this Contract shall not constitute a release or waiver of Department's claims against Contractor, or Contractor's sureties, subcontractors, successors or assigns under this Contract or as against applicable performance and payment bonds.

11. **Rates.**

- A. Charges for rates or expenses which are not included in Attachment D, but which are required by Department on an Assignment Form, shall be compensated at rates agreed to by Department and Contractor, and which rates shall be evidenced by an executed Assignment Form or PO. 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.
- B.
 - i. **The rates in Attachment D, which will be viewed as maximum rates, shall be current and effective for the first twenty-four (24) months of this Contract.** Contractor may request an increase in rates each year after the initial twenty-four (24) month term of this Contract, including during any renewal period(s).
 - ii. Requests for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of this Contract in order for the request to be considered. Rate increases must be requested in writing to Department and must be supported by a detailed justification which warrants the requested increase percentage (**up to a maximum of 5% in any one year**). Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to this Contract.
 - iii. Either party may request a decrease in the rates in Attachment D 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 23.B. as a termination for convenience without cost or penalty.
- C. Department may, in its sole discretion, make an equitable adjustment in this Contract's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen circumstances causing volatility in the marketplace. Such circumstances must satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Contractor that continued performance of the Contract under its existing terms would result in a substantial loss.

12. **Prompt Payment.**

- A. Department's Contract Manager shall have five (5) business days, unless otherwise specified herein, to inspect and approve the services for payment. Department shall submit a request for payment to the Florida Department of Financial Services (**DFS**) within twenty (20) business days; and DFS shall issue warrant within ten (10) business days thereafter. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to Contractor for correction(s) will result in an uncompensated delay in payment. 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 numbers provided above, or Department's Procurements Section at 850-245-2361, per Section 215.422, Florida Statutes.

13. **Notice.** All notices and written communication between the parties shall be sent by email, U.S. Mail, or a courier delivery service. 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 acknowledged by recipient.
14. **Identification of Contract Managers.** Department and Contractor Contract Managers and contact information is provided on page 1 of this Contract. All matters shall be directed to the Contract Managers for appropriate action or disposition. Any changes to the Contract Manager information identified on page 1 must be noticed, in writing, to the other party within ten (10) calendar days of the change.
15. **Financial Consequences for Unsatisfactory Performance.** No payment will be made for unsatisfactory deliverables. Department shall notify Contractor of all unsatisfactory deliverables. Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, Department may, in its sole discretion, either: 1) terminate the Work Assignment for failure to perform, or 2) Department Contract Manager, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (**CAP**) be submitted by Contractor to Department. CAPs must be able to be implemented and performed in no more than sixty (60) days following submittal.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from Department Contract Manager. The CAP shall be sent to Department's Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, Department shall notify Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Contractor shall have ten (10) calendar days from receipt of Department's notice rejecting the proposed CAP to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in Department's termination of the Work Assignment for cause as authorized in the Contract.
 - B. Contractor shall have ten (10) calendar days to commence implementation of an accepted proposed CAP. Acceptance of a proposed CAP by Department does not relieve Contractor of any of its obligations under the Contract. If the CAP fails to correct or eliminate performance deficiencies by Contractor, Department retains the right to require additional or further remedial steps, or to terminate the Work Assignment for failure to perform. No actions approved by Department, or remedial actions taken by Contractor, shall estop Department from asserting any other or subsequent deficiencies in performance under this Contract or any Work Assignment. Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department Contract Manager.
 - C. Contractor's failure to supply a requested CAP or failure to correct a deficiency in the performance of the Work Assignment as specified by Department shall be a basis for termination of the Work Assignment for cause.
16. **Performance Bond.** In lieu of retainage, Department may require Contractor furnish an executed Performance Bond written by a surety acceptable to Department, in an amount up to one hundred and twenty percent (120%) of the total anticipated cost of any Work Assignment.

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17. **Insurance.**

- A. To the extent required by law, Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. Contractor shall require any and all subcontractors to provide Workers' Compensation Insurance for all employees unless such employees are covered by the protection afforded by Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to Department, for the protection of its employees not otherwise protected.
- B. Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate, comprehensive automobile liability coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate, and professional liability coverage with limits of not less than \$1,000,000 per claim and \$1,000,000 per annual aggregate. Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a ten (10) day notice) to Department's Procurement Administrator and shall reference the DEP Contract No. In the event that the insurance requirements in statute are changed, the coverage limits specified herein will also be increased.

18. **Indemnification.**

- A. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or Department.
- B. Further, Contractor shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Contractor's products or Department's operation or use of Contractor's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for Department the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure Department the right to continue using the product, Contractor shall remove the product and refund Department the amounts paid in excess of a reasonable rental for past use. Department shall not be liable for any royalties.
- C. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or 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. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

19. **Nonassignability and Subcontracting.**

- A. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Contract, or under any Task Assignment or Purchase Order issued pursuant to this Contract (**Rights and Duties**), without the prior written consent of 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, 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.
- B. Contractor shall not subcontract any work under this Contract, with the exception of those subcontractors identified on page 1 of this Contract, without the prior written consent of Department's Contract Manager. Department reserves the right to reject any proposed subcontractor based upon Department's prior experience with subcontractor, subcontractor's reputation, or 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.
- C. 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 17), 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.

20. **Access and Inspection.** Department personnel, and 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, including by any of the following methods:

- A. Contractor shall provide access to any public records (as that term is used herein and Chapter 119 Fla. Stats) created by or at the direction of Contractor under this Contract;
- B. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials or documents;
- C. Contractor shall permit inspection of any facility, equipment, practices, or operations required under any Work Assignment; and,
- D. 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 Assignment or Constraints.

21. **Third Party Beneficiaries.** This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

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22. **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:
1. Contractor fails to timely and properly correct deficiencies in or performs unsatisfactory work;
 2. 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;
 3. Contractor or subcontractor materially violates safety laws or other Constraints;
 4. Department determines that there is a threat to the public health, safety or welfare that necessitates such suspension;
 5. Contractor fails to maintain its qualified status with Department or to timely take steps to have its qualified status reinstated upon discovery; or
 6. 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, or by Department's failure to act within a reasonable time to review or approve an invoice, Department shall adjust the price of a Work Assignment (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the Assignment Form, Change Order Form or PO. However, no adjustment shall be made under this clause for any suspension, delay or interruption if and to the extent that:
1. Performance would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor; or
 2. 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.

23. **Termination.**

- A. 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. Prior to termination, Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide Contractor an opportunity to consult with Department regarding the reason(s) for termination.
- B. Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to Contractor. Termination for convenience shall not entitle either party to any indirect, special or resulting damages, lost profits, costs or penalties, and Contractor shall be entitled only to recover those amounts earned by it for authorized deliverables completed under any Work Assignment up to the date of termination (or as may be agreed to and required by Department for completion of all or any portion of a Work Assignment).

- C. Department may terminate this Contract in the event that Contractor merges with, into or acquires or is acquired by another ATC contractor. Such termination shall be a termination for convenience under this section.

24. **Dispute Resolution.**

- A. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, Work assigned hereunder, or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- B. If a dispute develops, either Party may initiate the dispute resolution process by first writing a letter to the other party indicating the issue(s) in dispute and propose a solution by which to settle the dispute. The recipient of the letter shall respond within ten (10) days to the proposed solution. The recipient shall either agree to the proposed solution or propose an alternative solution including the possibility of a cash settlement. Correspondence shall continue in like manner until a settlement is reached or either party concludes that continued correspondence will not settle the dispute.
- C. If correspondence does not resolve the dispute, the parties or their representatives shall meet on at least one occasion and attempt to resolve the matter on their own. The time and place, within fourteen (14) days of the last correspondence, shall be mutually agreeable to both parties.
- D. If no agreement is reached resolving the dispute, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract, changes or addendums to this contract or relating to any Work Assignments, change orders or other disputes over deliverables. The mediation shall be conducted according to the Commercial Mediation Rules followed by the American Arbitration Association, or such other rules as the parties may substitute therefore by agreement.
- E. Either party may establish, in advance, the maximum amount of time and shared costs it will contribute for the mediation process. The parties shall be bound by the terms and conditions set forth in any Settlement Agreement executed by both parties. Both parties shall share the cost of the mediation dispute resolution process equally, although each party's own attorneys and witnesses or specialists are the direct responsibility of that party, and their fees and expenses shall be the responsibility only of the party which retained or engaged them.
- F. The parties may resort to judicial resolution only after the above alternate dispute resolution process has been exhausted. No dispute, claim, question, or disagreement arising from or relating to this Contract, any Work assigned hereunder, or any decision by the Department related hereto, shall constitute agency action (as that term is defined in Chapter 120 Fla.Stat.), and Contractor waives any right to raise such disputes or challenge such decisions in an administrative forum.

25. **Public Records.**

- A. Contractor shall keep and maintain public records that ordinarily and necessarily would be required by Department in order to perform the services under this Contract.
- B. Contractor shall provide the public with access to all records on the same terms and conditions that Department would provide public records thereto and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Contractor shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- D. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to Department, all public records in possession of Contractor upon termination of the Contract. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. All records that are stored electronically must be provided to Department in a format that is accessible by and compatible with the information technology systems of Department.
- E. This Contract may be unilaterally canceled by Department for Contractor's failure or refusal to comply with any of the foregoing provision, or to allow public access to all documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract, unless the records are claimed and determined to be exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
26. **Change Orders.** 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 Task Assignment Change Order Form or a PO Change Order in MFMP.
27. **P.R.I.D.E.** It is not anticipated by Department that any articles produced by P.R.I.D.E. will be necessary for Contractor to carry out this Contract. However, it is Contractor's responsibility to review available articles and comply with the following provision.

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., if available, in the same manner and under the same procedures set forth in Section 946.515(2), (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 "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, Florida 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org/>

28. **RESPECT of Florida.** It is not anticipated by Department that any articles produced by RESPECT of Florida will be necessary for Contractor to carry out this Contract. However, it is Contractor's responsibility to review available articles and comply with the following provision.

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, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; 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 dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

29. **Non-solicitation.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
30. **Conflict of Interest.**
- A. Contractor covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance of this Contract or the Services required hereunder.
 - B. 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.
 - C. Following notice by Contractor of a potential conflict of interest, or discovery by Department of same, Department shall notify Contractor within ten (10) 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.
 - D. 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 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.
 - E. 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. Department may terminate this Contract if Department deems 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.
 - F. 1. All owners, parties responsible for site rehabilitation, Contractors and subcontractors shall provide a statement executed under oath that no compensation, remuneration, or gift, of any kind, directly or indirectly, has been solicited, offered, accepted, paid, or received in exchange for the selection, designation or employment of Contractor or subcontractor in connection with the cleanup of an

eligible site, except for the compensation paid by the Department to Contractor pursuant to this Contract.

2. Contractor and its subcontractors shall provide a statement executed under oath that they have never paid, offered, or provided any compensation in exchange for being designated or hired to perform cleanup work, except for the compensation for the cleanup work paid by Department.

Such statements shall be provided to Department concurrent with the execution of the task assignments, work orders or contracts, pursuant to Chapter 2013-41, Section 29, Laws of Florida, effective through June 30, 2014.

31. **Force Majeure.** 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 acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Contractor's control, 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. 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.
32. **Forum Selection and Choice of Law.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection with this Contract or Work Assignment shall be brought in a court of competent jurisdiction located in Leon County, Florida.
33. **Document Retention and Audit.** 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. 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 Contract completion or termination. In the event any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
34. **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 be considered works made for hire and shall be and become the property of Department upon completion or termination of this Contract, without restriction or limitation on their use, and shall be made available upon request to Department at any time during the performance of such services and/or upon completion or termination of this Contract. Upon delivery to Department of said document(s), Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor shall not copyright any material and products or patent any invention developed under this Contract.

35. **Non-Waiver of Rights.** No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
36. **Tax Exemption.** Contractor recognizes that Department is an agency of the State of Florida, which by virtue of its sovereignty is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Department does not pay Federal excise or sales taxes on direct purchases of tangible personal property. Department will not pay for any personal property taxes levied on Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by Department on an Assignment Form, Change Order Form or PO.
37. **Disqualification.**
- A. Contractor shall maintain its qualified contractor status with Department during the term of this Contract. In the event that Contractor's qualification status lapses, Contractor shall immediately notify Department and undertake steps to reinstate its qualified status prior to continuation of any executed task assignment or acceptance of any new task assignment. Failure to notify Department shall result in the suspension of all Work Assignments and/or termination of this Contract.
 - B. Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S. Contractor agrees that Department may immediately terminate this Contract for cause if Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of this Contract, pursuant to Section 287.135(5), F.S.
 - C. The employment of unauthorized aliens by any Contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
 - D. Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term, pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
38. **Public Entity Crimes.** Section 287.017, Florida Statutes provides that a person or affiliate (as that term is defined therein) who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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 from the date of being placed on the convicted vendor

list. Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify Department within five (5) days of its or any of its affiliate's placement thereon.

39. **Nondiscrimination.**

- A. Contractor certifies that no person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. Contractor certifies that neither it nor any affiliate is or has been placed on the discriminatory vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.
- C. Contractor shall comply with the Americans with Disabilities Act ("ADA").

40. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to Department under this Contract. Contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

41. **Governmental Restrictions.** If Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under this Contract, Contractor shall immediately notify Department in writing, indicating the specific restriction. Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to Department.

42. **Quality Assurance/Quality Control.** All sampling and analyses performed under this Contract must conform to the requirements set forth in the current and future amended versions of Chapter 62-160, Florida Administrative Code (F.A.C.), including the referenced SOPs incorporated by reference (DEP-SOP-0001/01), and the following Department Petroleum Restoration Program Guidance Documents pertaining to quality assurance:

- A. BPSS PCS-004, Soil Assessment and Sampling Methods (10/1/01);
- B. BPSS PCS-005, Groundwater Sampling Standard Operating Procedures Variances and Clarifications for Bureau of Petroleum Storage Systems sites (5/2/05);
- C. Guidance for Completing the Groundwater Sampling Log (Form FD 9000-24) for Chapter 62-770, F.A.C.;
- D. BPSS Field Notes Guidance (4/25/12);
- E. Quality Assurance and Related Issues (5/14/07);
- F. Quality Assurance-Basic Dilution Principals, Supplement to Quality Assurance and Related Issues (6/10/10); and

G. SPLP Procedures for Petroleum Contaminated Sites (3/8/10).

43. **Hazardous Waste and Materials.** Contractor shall not be regarded or required to be a generator, transporter, treater, storer or disposer of hazardous materials or other substances (as defined by Section 403.703, F.S.), that are present on or excavated from an assigned site pursuant to this Contract, unless specifically tasked to do so under a task 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 materials or other substances generated from an assigned site. Where appropriate, Contractor shall employ the services of licensed or certified subcontractors, for the transportation, treatment, storage or disposal of said hazardous materials or substances.
44. **Liquidated Damages.** In addition to other remedies elsewhere in this Contract, and as provided by law, unless otherwise stipulated in each Work Assignment, Contractor hereby covenants and agrees to pay liquidated damages to Department as follows:
- A. Contractor acknowledges that time is of the essence for all services provided under this Contract, and whereas the actual damages to be suffered by late performance are incapable of accurate calculation, the parties agree to the following as a reasonable estimation thereof as liquidated damages. In addition to the forfeiture provisions in paragraphs 8.J.iii. and 9.C. of this Contract, in the event that the deliverable identified in a Work Assignment is not completed and submitted by the close of business on the date the deliverable is due, the compensation amount stated for that Work Assignment 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 that Work Assignment;
 - B. The date of submission shall be the date of receipt by Department.
 - C. If no Department receipt date appears or the date is illegible, the date of submission shall be deemed to be five (5) days prior to receipt by the Site Manager.
 - D. If completion will be justifiably delayed due to reasons as set out in paragraph 31, Department may grant an extension of time as evidenced by a properly executed Change Order Form or processed PO Change Order.
 - E. If the deliverable(s) fail to comply with the requirements of this Contract, or if questions arise from review and Contractor is so notified and requested to respond, Contractor shall furnish the required additions, deletions, or revisions in accordance with the corresponding Work Assignment(s) at no additional cost to Department.
 - F. If the additions, deletions, and revisions are not submitted to Department's Site Manager in accordance with the corresponding Work Assignment(s), the compensation stated for that Work Assignment may be reduced by 0.5% for each week that the requested deliverable is late as stated in the Work Assignment. The total amount that is reduced shall not exceed the total compensation amount of the Work Assignment.
 - G. Contractor's failure to respond to a request to correct the deliverables will result in termination of the Work Assignment and **forfeiture** of any unpaid balance for such deliverables. Additionally, Department, at its discretion, may re-assign future work on the project or site of that Work Assignment.
45. **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 task assignment under this Contract, using the Interim Contractor Performance Evaluation form, and annually, based on the work performed under this Contract during the state fiscal year, using the Annual Contractor Performance Evaluation form. The current

versions of these forms can be found at www.dep.state.fl.us/waste. Contractor performance shall be considered prior to assignment of task assignments, renewal of this Contract, and release of retainage.

46. **MyFloridaMarketPlace Transaction Fee.**

- A. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(22)(c), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which Contractor shall pay the State.
- B. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- C. Contractor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of this Contract.
- D. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering re-procurement costs from Contractor in addition to all outstanding fees. CONTRACTORS WHICH ARE DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

47. **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 Department in support of this Contract; or to include changes necessitated by DEP rule changes.

48. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

49. **Order of Precedence.** In the event of a conflict in terms between any of the components of this Contract, the order of precedence for resolving such conflict shall be as follows (1 being the highest precedence):

- 1. body of this Contract;
- 2. scope of services attached,
- 3. Schedule of Pay Items;
- 4. all other attachments to this Contract;
- 5. documents, agreements and exhibits incorporated herein by reference;
- 6. DEP Solicitation No. 2014004C, inclusive of all attachments, addenda and questions and answers to the solicitation; and,
- 7. Contractor's response to the solicitation.

50. **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 Agreement; 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 permitted 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. Unless otherwise specified, lists contained in this Contract shall not be deemed all-inclusive. Contractor 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 Department any conflicts or ambiguities contained therein. Contractor further 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 Department, and, instead, other rules of interpretation and construction shall be used.
51. **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.
52. **Execution in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
53. **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 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 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.
54. **Warranty of Ability to Perform.** Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify Department in writing if its ability to perform is compromised in any manner during the term of this Contract.
55. **Warranty of Authority.** Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to this Contract.
56. **Integration.** This Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between Department and Contractor. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise

provided herein. No oral agreements or representations shall be valid or binding upon Department or Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against Department. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or other documents forwarded by Contractor for payment. Department's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

List of attachments/exhibits included as part of this Contract:

<u>Specify</u>	<u>Letter/</u>	<u>Description</u>
<u>Type</u>	<u>Number</u>	
Attachment	A	Scope of Services (64 pages)
Attachment	B	Task Assignment Notification Form (1 page)
Attachment	C	Task Assignment Change Order Form (1 page)
Attachment	D	Rate Schedule (20 pages)
Attachment	E	Subcontractor Utilization Report Form (4 pages)
Attachment	F	Contract Payment Requirements (1 page)
Attachment	G	Contractor Affidavit / Release of Claim Form (1 page)
Attachment	H	Liquidated Damages Assessment Form (1 page)

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ATTACHMENT A
SCOPE OF SERVICES

I. Introduction

Florida's Petroleum Restoration Program (Program) encompasses nearly 12,000 open discharges of petroleum or petroleum products from stationary petroleum storage systems at approximately 10,000 confirmed contaminated sites that are eligible or otherwise approved for cleanup funding assistance from the Inland Protection Trust Fund (IPTF). The annual appropriation for direct cleanup related expenditures is currently \$125 million.

The Florida Department of Environmental Protection (DEP) has procured contractors to perform petroleum contamination site response action services under the Program. This selection was conducted under the authority provided in section 376.30711, F.S. and section 287.057, F.S. Activities associated with site response actions will be performed in accordance with the provisions of Chapter 62-780, Florida Administrative Code (F.A.C.), Contaminated Site Cleanup Criteria Rule and section 376.3071, F.S. The selected contractor (Contractor) will be responsible for all phases of assessment and cleanup, as well as liability of damage suffered by the State for non-performance. The Contractor may be given work assignments for sites at which some assessment or remedial activities have already occurred. In such cases, the Contractor's liability for accepting and using work done by previous Contractors will be negotiated on a site-specific basis.

Multiple response action contractors have been selected and retained by the DEP to work on the highest priority petroleum contamination sites. DEP shall follow the process outlined in the current version of the Relative Capacity Index (RCI) for direct assignments of Services under this Contract. The Contractor shall also be assigned work as specified in 62-772.401, F.A.C. Additionally, the DEP reserves the right to competitively bid out any portion of the assessment and cleanup work at a site or group of sites.

It is also the DEP's intention, in accordance with section 376.30711(2)(a), F.S., to award some of the work based upon the most competitive price for performance based cleanup. This price will be determined by soliciting cost proposals from selected contractors simultaneously. A performance based cleanup is one in which payments are made to the Contractor based upon a negotiated schedule of cleanup progress.

The Contractor shall provide site response action services to the DEP for the Program. These services cover a broad range of activities in the general categories of site assessment, remedial options and design, remedial action implementation, and site closure, as outlined in the Petroleum Cleanup Phase and Cleanup Activity Table, Category Descriptions, and Technical Specifications below, as well as the Rate Schedule in Attachment D and other referenced Appendices.

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II. Petroleum Cleanup Phase and Cleanup Activity Table

Cleanup Phase	Cleanup Activity	Abbreviation
Source Removal (SR)	Contaminated Soil Removal (CSR)	SR-CSR
	Free Product Recovery (FPR)	SR-FPR
Site Assessment (SA)	Site Characterization Screening (SCS)	SA-SCS
	Reconnaissance (REC)	SA-REC
	Initial Site Assessment (ISA)	SA-ISA
	Site Assessment (SA)	SA-SA
	Supplemental Site Assessment (SSA)	SA-SSA
	Site Closure (SC)	SA-SC
	Well Abandonment That is Not Part of Site Closure (WA)	SA-WA
Remedial Action (RA)	Natural Attenuation Monitoring Plan (NAP)	RA-NAP
	Natural Attenuation Monitoring (NAM)	RA-NAM
	Long Term Natural Attenuation Monitoring (LTNAM)	RA-LTNAM
	Supplemental Site Assessment (SSA)	RA-SSA
	Pilot Test (PT)	RA-PT
	Limited Scope Remedial Action Plan (LSRAP)	RA-LSRAP
	Remedial Action Plan (RAP)	RA-RAP
	Remedial Action Modification Plan (MOD)	RA-MOD
	Contaminated Soil Removal (CSR)	RA-CSR
	Free Product Recovery (FPR)	RA-FPR
	Limited Scope Remedial Action (LSRA)	RA-LSRA
	Remedial Action Construction (RAC)	RA-RAC
	Operation & Maintenance (O&M)	RA-O&M
	Post Active Remediation Monitoring (PRM)	RA-PRM
	Site Closure (SC)	RA-SC
Well Abandonment That is Not Part of Site Closure (WA)	RA-WA	
Performance-Based Cleanup (PBC)	Any Applicable Cleanup Codes Above Verification Sampling (VS)	PBC-(code) PBC-VS

III. Category Descriptions

- A. **Site Assessment:** The Contractor will perform all aspects of the site assessment in accordance with applicable rules and guidance of the DEP and other government entities, including general coordination and communication during the project, researching site history and background, identifying potential receptors and health risks, determining the chemicals of concern present, 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 off-site contamination and affected parties, evaluating site closure options, and preparation of associated reports.

Examples of work to be performed under this contract include but are not limited to:

1. Review existing and historical site records, prior assessment and cleanup activities, program expenditures and eligibility status and prepare a site specific Health & Safety Plan.
2. Communicate with parties affected by and/or associated with the site.

3. Determine site logistics, negotiate and obtain offsite access agreements and obtain required permits and utility clearance for site assessment activities.
 4. Install soil borings, temporary sampling points, and monitoring wells and conduct soil screening and field testing, including equipment calibration. Identify contaminant sources, potential receptors and exposure pathways.
 5. Collect, preserve and ship air, water, soil, and sediment samples to laboratory for petroleum contaminant analysis, collect groundwater elevation data and conduct a professional land survey (PLS) and properly manage investigative derived waste (IDW), including removal, storage, treatment and disposal/recycling.
 6. Conduct Indoor Vapor Intrusion (IVI) survey for sites with on-site buildings and/or sensitive receptors.
 7. Provide technical oversight for field activities; including detailed field notes for work assigned under the contract.
 8. Interpret laboratory report data, delineate contaminant plumes and prepare off-site contamination notification packages.
 9. 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.
 10. Prepare and submit invoices for completed work in accordance with the contract.
 11. Provide technical assistance or expert witness services pursuant to the contract.
- B. **Remedial Options and Design:** The Contractor will perform all aspects of evaluation and design for remedial action options in accordance with applicable rules and guidance of the DEP and other government entities. The Contractor will identify appropriate cost-effective remedial 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.

Examples of work to be performed under this contract include but are not limited to:

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 remedial action plans and modifications, including remedial alternative evaluations and designs and prepare construction drawings and specifications.
4. Facilitate UIC and NPDES permits and compliance with associated requirements.
5. Establish cleanup milestones, milestone schedules and monitoring plans during remedial action.
6. Identify and evaluate 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.
7. Evaluate closure options that may or may not incorporate engineering and/or institutional controls as provided under Risk Management Options Levels I, II and III of Chapter 62-780, F.A.C.

8. Certify level 2 natural attenuation plan, pilot test and remedial action plan documents by a Florida registered P.E.
 9. Propose No Further Action with or without conditions based on assessment data.
- C. **Remedial Action Implementation:** 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 Natural Attenuation Monitoring Plan or Remedial Action Plan (RAP); 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. **NOTE:** 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 complete site assessment and/or formal RAP.

Examples of work to be performed under this contract include but are not limited to:

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 plans
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 and compaction, 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 (IDW) 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.
- D. **Site Closure:** The Contractor will perform all aspects of site closure in accordance with applicable rules and guidance of the DEP and other government entities. The Contractor is expected to make professional recommendations for a No Further Action closure according to the applicable criteria for Risk Management Options Level I, II, and III in Chapter 62-780, F.A.C. The Contractor will also provide technical details and professional recommendations to support proposed institutional and/or engineering controls. Lastly, the Contractor will facilitate the grouting and abandonment of all borings and wells, 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.

Examples of work to be performed under this contract include but are not limited to:

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.
5. Prepare Site Rehabilitation Completion and well abandonment reports.

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

IV. Reporting Requirements

Where required and authorized by Chapters 471 and 492 of the Florida Statutes, applicable portions of required documents, which are submitted to the DEP for public record shall be 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 Appendix I, applicable DEP guidance, and comply with the DWM Policy on Professional Certification of Technical Documents dated March 31, 2000, if applicable.

The Contractor may be required to submit multiple reports as a result of work described herein. These reports may be in standard format(s) to be provided by the DEP. All reports and data shall be delivered in both physical printed form and as electronic data retrievable from e-mail attachments or computer disks (CDs preferred). Map data and engineering drawings shall be in a format compatible with AutoCAD. Report materials shall be in machine readable and retrievable form, and composed in a word processor program, which requires no more than an IBM or IBM-compatible personal computer. Microsoft Word and Excel are the software programs currently in use by the DEP. The Contractor shall supply its reports using one, or some combination of, these software, or in a software format which the DEP can readily convert for retrieval and reading, and/or in other software which the DEP may adopt for use during the period of this contract. The DEP reserves the right to require all selected contractor(s) to use a single, specified format for data management and project tracking.

V. Technical Specifications

A. Points of Clarification

1. 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 I, including the Table of DEP Guidance Documents and Forms in section A. All references to specific laws rules and guidance apply to future revisions and additions for which notice will be provided as applicable.
2. **Approximately 99% of 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 access).
3. Pay items listed in these specifications are fully-loaded rates that include all routine communication, labor, materials, equipment, administration, and invoice preparation 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. Task assignment and task assignment amendment proposals shall follow the "Proposal Process" described in the Scope of Work Appendix I.
4. Costs associated with obtaining necessary 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.
5. Travel is NOT included in fully-loaded pay items, unless otherwise specified. Non-pilot testing remedial action packaged work scopes 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 NOT included in fully-loaded pay items, unless otherwise specified. Non-pilot testing remedial action packaged work scopes do specify Per Diem is included. Where not specified as included, meals and lodging will only be paid when an overnight stay is REQUIRED with the Per Diem pay item at the current State Per Diem Rate prorated in quarter day increments (6 hrs) within each 24 hour day under travel status pursuant to Section 112.061, F.S. However, in cases involving Contractor travel for specific meetings or legal proceedings required by the DEP, hotel and subsistence (meals) may be paid in accordance with section 112.061, F.S., rather than per diem.

6. Supporting documentation for all charges must be maintained by the Contractor and made available to the DEP upon request in accordance with Contract requirements.
7. 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.
8. 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 with the permitting and construction requirements of Section 373.326, F.S., Chapter 62-532, F.A.C., and applicable DEP guidance.

9. The Contractor shall maintain detailed field notes for all site activities in accordance with the April 25, 2012 BPSS Field Notes Guidance Document and provide copies of the notes with their deliverables and/or reports as directed.
10. With prior written DEP approval, the Contractor may purchase goods and services not covered by the Contract fixed price schedule as directed by DEP Project Manager, provided they strictly adhere to state procurement laws and federal requirements for federally funded projects. All goods and services purchases must be accompanied by the necessary documentation to ensure the best value for the State.
11. 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. The DEP and state auditors shall have access to these records at all reasonable times for the purpose of review, inspections, audits, and copying during normal business hours.
 - 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 DEP Project Manager. At the discretion of the DEP Project 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 DEP Project Manager concurrent with their copy to the Contractor (electronic copies accepted).
12. Reimbursable items shall be paid according to the actual receipts for actual costs incurred, markups or handling fees shall not be allowed.
13. The Contractor shall mobilize equipment and personnel from locations that provide the best value for the State.
14. 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. If local subcontractors are not available, the Contractor shall make every effort to procure subcontractor services closest to the site.
15. 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.

16. Other than pre-existing State-owned equipment and approved replacement parts associated therewith, all remediation systems must be provided at unit costs for time used and shall not be purchased by the State or expenses under this contract. Pay schedule items for combined equipment and operation packaged work scopes have been established for the most commonly used remediation systems for daily and weekly time periods, and separate pay schedule items for remediation system use only have been established for short term monthly (≤ 6 mos.) and long term monthly (>6 mos.) time periods, with optional additions for carbon treatment and off-gas treatment (i.e. thermal/catalytic oxidizers). 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. 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).

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. Specific purchased replacement equipment is expected to be covered under warranty from the equipment manufacturer and shall not be subject to billing by the Contractor 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) for a period of one year.

17. The operation and maintenance of remediation systems on a monthly basis, whether they be provided by the Contractor at unit costs for time used or pre-existing State-owned equipment, is 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 pre-existing State-owned equipment that are not covered by manufacturer's warranty. Such expenses must be preapproved by the DEP after consideration of cost effectiveness.
18. Each remediation system, whether part of a packaged work scope, equipment only provided by the Contractor at unit costs for time used or pre-existing State-owned, shall have a minimum operational runtime of 80% of the approved design runtime based on clock meter readings for each major component. The DEP will not pay full cost for system use the operation and maintenance of systems that do not perform. 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 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).
19. 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.
20. 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.
21. All reports shall be submitted to the DEP in accordance with the Contractor Technical Report and

Deliverable Related Time Frames in the Appendix I, 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.

Report submittals shall consist of one (1) final report hard copy and one (1) final report digital copy. Digital data shall be submitted as an e-mail attachment if within size limitations, or on compact disk (CD) 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.

22. Personnel provided under the Contract, whether covered by the pay schedule items or subject to negotiation (for professional engineering services) shall be based on the Contract Descriptions of DEP Labor Categories and Key personnel in the Appendix I. 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.
23. For site access, Contractors shall use the DEP sample site access agreement for State cleanup contractors dated March 2, 2012, or incorporate the same provisions into their own agreement.

B. Schedule of Pay Items

1. OFFICE ACTIVITIES: The following pay items will be used for non-report related office activities. Travel/mobilization is generally not allowed for these activities.

Unless otherwise specified, the following pay items **INCLUDE**:

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

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

- a. Travel related costs, generally not approved for office activities.

- 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. Travel time for "File Review" is not allowed.
- 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.
- 1-3. 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 in a technical report and only one pay item shall be allowed for the TPOC notices prior to RAP or NAM Plan approval.

- 1-4. Permit Fees: [Reimbursable]. Actual permit fee invoice from permit issuer required. Cost to obtain permit is included in applicable pay items.

NOTE: Underground injection wells, including air sparge wells, are exempt from Water Management District permit fees pursuant to Chapter 373, F.S., and are permitted by the DEP technical approval order. Where such exemptions exist, permit fees are not required and will not be reimbursable under this contract.

- 1-5. Off-Site Property Access Agreement: [Per Access Agreement]. Must use DEP access agreement format.

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

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

Unless otherwise specified, the following pay items **INCLUDE**:

- 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 incorporate collected data in the appropriate tables, maps, and cross-sections in any subsequent site reports.
- d. Sample shipping.
- e. Communication, Reproduction and Mailing costs.
- f. 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. 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 Well 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).
- g. Reports (Use Reports pay item).

- 2-1. Site Reconnaissance/Field Measurement Visit: [Per Visit]. This pay item is for new sites to collect basic site information necessary to develop a detailed scope of work for site assessment, including the layout of the site and topography, structures, storage systems, existing compliance or monitoring wells, utility lines, access logistics, traffic patterns, adjacent property use, potential contaminant sources, measure field points, including but not limited to building corners, manholes, and the top-of-casing elevations for previously installed wells, to a precision of 0.01-feet vertical relative to a common datum or benchmark within 1,000 feet. Gauging of existing monitoring wells is typically conducted concurrent with this visit.

- 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. Lastly, this pay item does not include, but does require a specific report, including photographic documentation using the July 1, 2013 DEP Draft Receptor Survey and Exposure Pathway Identification Form and required attachments. The report may be submitted either as a stand-alone report or as an additional component of another report such as the Site Assessment Report. See Reports pay item for associated report.

- 2-3. Professional Land Survey: [Reimbursable]. To be performed by 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).
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 (i.e. non-pilot testing remedial action packaged scopes). 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, but for long term projects may be allowed for work crews not more frequently than once per week (7 days).

Unless otherwise specified, the following pay items **INCLUDE**:

- 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.

- 3-1. Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way: [Per Round Trip].
- 3-2. Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way: [Per Round Trip].
- 3-3. Heavy Duty/Stakebed Truck (3/4 ton +) - ≤ 100 miles each way: [Per Round Trip].
- 3-4. Heavy Duty/Stakebed Truck (3/4 ton +) - > 100 miles each way: [Per Round Trip].
- 3-5. Work Trailer - ≤ 100 miles each way: [Per Round Trip].
- 3-6. Work Trailer - > 100 miles each way: [Per Round Trip].
- 3-7. DPT Rig Mobilization - ≤ 100 miles each way: [Per Round Trip].

- 3-8. DPT Rig Mobilization - > 100 miles each way: [Per Round Trip].
 - 3-9. Drill Rig Mobilization - ≤ 100 miles each way: [Per Round Trip].
 - 3-10. Drill Rig Mobilization - > 100 miles each way: [Per Round Trip].
 - 3-11. Excavator Mobilization - ≤ 100 miles each way: [Per Round Trip].
 - 3-12. Excavator Mobilization - > 100 miles each way: [Per Round Trip].
 - 3-13. LDA Rig Mobilization - ≤ 100 miles each way: [Per Round Trip].
 - 3-14. LDA Rig Mobilization - > 100 miles each way: [Per Round Trip].
 - 3-15. Loader/Backhoe Mobilization - ≤ 100 miles each way: [Per Round Trip].
 - 3-16. Loader/Backhoe Mobilization - > 100 miles each way: [Per Round Trip].
 - 3-17. Mini Excavator/Loader (Bobcat™) Mobilization - ≤ 100 miles each way: [Per Round Trip].
 - 3-18. Mini Excavator/Loader (Bobcat™) Mobilization - > 100 miles each way: [Per Round Trip].
4. **MEALS AND LODGING:** This pay item is for personnel traveling and working away from their home office for more than one consecutive day in association with activities included in the price schedule and will be paid at the current State Per Diem rate prorated in quarter day increments (6 hrs) within each 24 hour day under travel status pursuant to Section 112.061, F.S. Per Diem associated with procured services (subcontractors) not covered by the fixed price schedule should be included in the Reimbursable subcontractor costs.
- 4-1. Per Diem – For travel > 1 Consecutive day (prorated in quarter day increments): [Per Person, Per Day].
5. **DRILLING AND BORING:** The following pay items will be used for drilling and logging of soil borings, split spoon sampling and screening of soil samples with an OVA. Drilling methodology and ancillary equipment shall be appropriate for site-specific conditions. Inside boring diameter shall be appropriate to allow for proper installation of designated diameter well.

NOTE: Underground injection wells, including air sparge wells, are exempt from Water Management District permit fees pursuant to Chapter 373, F.S., and are permitted by the DEP technical approval order. Where such exemptions exist, permit fees are not required and will not be reimbursable under this contract.

Unless otherwise specified, the following pay items **INCLUDE:**

- 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. Marking well locations and providing utility clearance prior to drill rig mobilization.
- e. Concrete coring, if required.
- f. Field screening of split spoon samples of the soil column conducted by headspace techniques with a properly calibrated Organic Vapor Analyzer appropriate for the contaminants at the site.

- g. Cuttings retrieved at the surface shall be continuously examined to develop lithologic logs that include screening data.
- h. Grout sealing boreholes that are not converted into a well.
- i. Containers other than disposal drums for storage of cuttings, drilling fluids, waste, and wastewater.
- j. Preparation and submittal of soil-boring logs.
- k. 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).

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

- a. Field oversight and soil-boring logging by a Florida registered P.G. (Use negotiated costs).
- b. Actual permit fees (If applicable, see Note above, use Reimbursable pay item).
- c. Split Spoon sampling at specified intervals for specified borings (Use Split Spoon Pay Item).
- d. Soil Sample collection (Use Sample Collection pay item).
- e. Well installation (Use Well Installation pay item).
- f. Waste disposal (Use Debris, Waste and Product Removal and Disposal pay item).
- g. Reporting (Use Reports pay item).
- h. Securing property Access Agreements (Use Off-Site Property Access Agreement pay item).
- i. Drums for disposal of waste (included in per drum disposal pay items).

- 5-1.a. Split Spoon Sampling – 2 foot (during boring): [Per Spoon].
- 5-1.b. Sonic Core Sampling – 5 or 10 foot (during boring): [Per Core].
- 5-1.c. DPT Core Sampling – 4 or 5 foot (during boring): [Per Core].
- 5-2. Hand Auger Boring ≤ 10 foot total depth: [Per Boring].
- 5-3. Direct Push Boring: [Per Foot].
- 5-4. Direct Push Boring with Cone Penetrometer Test (CPT) Probe: [Per Foot].
- 5-5. Direct Push Boring with Membrane Interface Probe (MIP): [Per Foot]. Equipped with PID and ECD.
- 5-6. HSA or MR Boring ≤ 6 inch diameter; < 50 foot total depth: [Per Foot].
- 5-7. HSA or MR Boring ≤ 6 inch diameter; 50 to 100 foot total depth: [Per Foot].
- 5-8. HSA or MR Boring ≤ 6 inch diameter; > 100 foot total depth: [Per Foot].
- 5-9. HSA or MR Boring > 6 inch to 10 inches diameter; < 50 foot total depth: [Per Foot].
- 5-10. HSA or MR Boring > 6 inch to 10 inches diameter; 50 to 100 foot total depth: [Per Foot].
- 5-11. HSA or MR Boring > 6 inch to 10 inches diameter; > 100 foot total depth: [Per Foot].
- 5-12. HSA or MR Boring > 10 to 14 inch diameter; < 50 foot total depth: [Per Foot].
- 5-13. HSA or MR Boring > 10 to 14 inch diameter; 50 to 100 foot total depth: [Per Foot].

- 5-14. HSA or MR Boring > 10 to 14 inch diameter; > 100 foot total depth: [Per Foot].
 - 5-15. Sonic Boring ≤ 6 inch diameter; < 50 foot total depth: [Per Foot].
 - 5-16. Sonic Boring ≤ 6 inch diameter; 50 to 100 foot total depth: [Per Foot].
 - 5-17. Sonic Boring ≤ 6 inch diameter; > 100 foot total depth: [Per Foot].
 - 5-18. Sonic Boring > 6 inch to 10 inches diameter; < 50 foot total depth: [Per Foot].
 - 5-19. Sonic Boring > 6 inch to 10 inches diameter; 50 to 100 foot total depth: [Per Foot].
 - 5-20. Sonic Boring > 6 inch to 10 inches diameter; > 100 foot total depth: [Per Foot].
 - 5-21. Sonic Boring > 10 to 14 inch diameter; < 50 foot total depth: [Per Foot].
 - 5-22. Sonic Boring > 10 to 14 inch diameter; 50 to 100 foot total depth: [Per Foot].
 - 5-23. Sonic Boring > 10 to 14 inch diameter; > 100 foot total depth: [Per Foot].
6. **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.

NOTE: Underground injection wells, including air sparge wells, are exempt from Water Management District permit fees pursuant to Chapter 373, F.S., and are permitted by the DEP technical approval order. Where such exemptions exist, permit fees are not required and will not be reimbursable under this contract.

Unless otherwise specified, the following pay items **INCLUDE:**

- 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, 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, including distribution of required documentation.

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

- a. Field oversight by a Florida registered P.G. (Use negotiated costs).
- 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).

- 6-1. Well Installation - 1 inch diameter: [Per Foot].
- 6-2. Well Installation - 2 inch diameter: [Per Foot].
- 6-3. Well Installation - 4 inch diameter: [Per Foot].
- 6-4. Well Installation - 6 inch diameter: [Per Foot].
- 6-5. Surface Casing - 6 inch diameter: [Per Foot].
- 6-6. Surface Casing - 8 inch diameter: [Per Foot].
- 6-7. Surface Casing - 10 inch diameter: [Per Foot].
- 6-8. Surface Casing - 12 inch diameter: [Per Foot].
- 6-9.a. Additional Well Screen > 20 feet – 1 inch diameter: [Per Foot].
- 6-9.b. Additional Well Screen > 20 feet – 2 inch diameter: [Per Foot].
- 6-9.c. Additional Well Screen > 20 feet – 4inch diameter: [Per Foot].
- 6-9.d. Additional Well Screen > 20 feet – 6 inch diameter: [Per Foot].
- 6-10. 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.
- 6-11. 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.
- 6-12. 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.
- 7. 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 Rules 62-532.500(4), F.A.C., and Water Management District permit requirements.

Unless otherwise specified, the following pay items INCLUDE:

- 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.

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

- a. Well Abandonment/Site Restoration Report (Use Reports pay item).
- 7-1. Grout and Abandon Well, 1 to 2 inch diameter: [Per Foot].
 - 7-2. Grout and Abandon Well, > 2 to 4 inch diameter: [Per Foot].
 - 7-3. Grout and Abandon Well > 4 to 6 inch diameter: [Per Foot].
 - 7-4. Grout and Abandon Well > 6 inch diameter: [Per Foot].
 - 7-5. Removal of Well Vault – 2 x 2 x 2 foot: [Per Vault].
 - 7-6. Removal of Well Vault – 4 x 4 x 2 foot: [Per Vault].
8. **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:

- 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.

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).
- 8-1. Monitoring Well Sampling with Water Level, ≤ 100 foot depth: [Per Well].

- 8-2. Monitoring Well Sampling with Water Level, > 100 foot depth: [Per Well].
- 8-3. Domestic Water Well Sampling: [Per Well].
- 8-4. Other Water Sampling: [Per Sample]. Surface water, tap water, etc.
- 8-5. Free Product Sample Collection: [Per Sample].
- 8-6. Soil/Sediment Sample Collection: [Per Sample].
- 8-7. 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.
- 8-8. Free Product Gauging and Bailing: [Per Well]. Includes depth to product and product thickness. Measurements shall be made to the nearest 0.01 foot.
- 8-9. Vapor/Ambient Air Sample Collection – Passive Dosimeter, Sorbent Tube, Tedlar™ Bag: [Per Sample].
- 8-10. Vapor/Ambient Air Sample Collection – SUMMA™ Canister (or equivalent): [Per Sample].
9. **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:**

- 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)

A. SOIL/SEDIMENT ANALYSIS:

- 9-1. 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].
- 9-2. Soil, BTEX + MTBE (EPA 8021 or EPA 8260): [Per Sample].

- 9-3. Soil, Volatile Organic Halocarbons (EPA 8021 or EPA 8260): [Per Sample].
- 9-4. Soil, BTEX + MTBE + VOHs (EPA 8021 or EPA 8260): [Per Sample].
- 9-5. Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310): [Per Sample].
- 9-6. Soil, Priority Pollutant Volatile Organics (EPA 8260): [Per Sample].
- 9-7. Soil, Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 8270 list [e.g., EPA 8081/8082 + EPA 8270]): [Per Sample].
- 9-8. Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO): [Per Sample].
- 9-9. Soil, PCBs [or Aroclors] (EPA 8082): [Per Sample].
- 9-10. Soil, 8 RCRA Metals (EPA 6010 or EPA 6020 [Arsenic, Barium, Cadmium, Chromium, Lead, Silver] and EPA 6020 or EPA 7471 [Mercury]): [Per Sample].
- 9-11. Soil, Arsenic (EPA 6010 or EPA 6020): [Per Sample].
- 9-12. Soil, Cadmium (EPA 6010 or EPA 6020): [Per Sample].
- 9-13. Soil, Chromium (EPA 6010 or EPA 6020): [Per Sample].
- 9-14. Soil, Lead (EPA 6010 or EPA 6020): [Per Sample].
- 9-15. Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311): [Per Sample].
- 9-16. Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA1312): [Per Sample].
- 9-17. Soil, Organic Carbon, Total (EPA 9060 or Walkey-Black): [Per Sample].
- 9-18. Soil, Dry Bulk Density (ASTM D1556-07, ASTM D2167-08, ASTM D2922-01, -04, -04e, -96e1 or ASTM D2937-10): [Per Sample].
- 9-19. Soil, Moisture Content (ASTM D2216-10): [Per Sample].
- 9-20. Soil, Texture (See Gee + Bauder [1966]): [Per Sample].
- 9-21. Soil, GC/MS Full Scan, Alkanes, Isoalkanes, Cycloalkanes, Aromatics, Bicyclane, Sterane, and Terpane Biomarkers (ASTM D5739 High Resolution GC/MS): [Per sample].
- 9-22. Soil, Gasoline Hydrocarbon Composition, Gasoline PIANO (paraffins, isoparaffins, aromatics, naphthenes and olefins) (EPA 8260Mod, High Resolution GC/MS): [Per sample].
- 9-23. Soil, 5 Fuel Oxygenates, MTBE, DIPE, TAME, ETBE and TBA (EPA 8260Mod, High Resolution GC/MS): [Per sample].
- 9-24. Soil, C10-C40 Alkane Fingerprint, N-Alkanes and Isoalkanes (ASTM D3328 GC/MS): [Per sample].

B. WATER ANALYSIS:

- 9-25. Water, Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (Multiple Methods): [Per Sample].
- 9-26. Water, Used Oil/Unknown Product Group-Table C of Ch. 62-780, F.A.C., except for non-Priority Pollutant Organics (Multiple Methods): [Per Sample].
- 9-27. Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260): [Per Sample].
- 9-28. Water, Volatile Organic Halocarbons, except EDB (EPA 8021 or EPA 8260): [Per Sample].
- 9-29. Water, BTEX + MTBE + VOHs (EPA 601/602, EPA 624, EPA 6021 or EPA 8260): [Per Sample].
- 9-30. Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310): [Per Sample].
- 9-31. Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011): [Per Sample].
- 9-32. Water, Priority Pollutant Volatile Organics [for NPDES purposes only] (EPA 624): [Per Sample].
- 9-33. Water, Priority Pollutant Volatile Organics (EPA 8260): [Per Sample].
- 9-34. 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].
- 9-35. 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].
- 9-36. Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO): [Per Sample].
- 9-37. Water, PCBs [or Aroclors] (EPA 608 or EPA 8082): [Per Sample].
- 9-38. Water, Arsenic, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020): [Per Sample].
- 9-39. Water, Cadmium, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020): [Per Sample].
- 9-40. Water, Chromium, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020): [Per Sample].
- 9-41. Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020): [Per Sample].
- 9-42. Water, Mercury, Total (EPA 245.1, EPA 6020 or EPA 7470): [Per Sample].
- 9-43. Water, Calcium, Total (EPA 200.7, EPA 6010 or EPA 6020): [Per Sample].
- 9-44. Water, Iron, Total (EPA 200.7, EPA 6010 or EPA 6020): [Per Sample].
- 9-45. Water, Magnesium, Total (EPA 200.7, EPA 6010 or EPA 6020): [Per Sample].
- 9-46. Water, Manganese, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020): [Per Sample].

- 9-47. Water, Potassium, Total (EPA 200.7, EPA 6010 or EPA 6020): [Per Sample].
- 9-48. Water, Sodium, Total (EPA 200.7, EPA 6010 or EPA 6020): [Per Sample].
- 9-49. Water, Alkalinity [as CaCO₃] (EPA 310.2 or SM 2320 B): [Per Sample].
- 9-50. Water, Ammonia [as N] (EPA 350.1, SM 4500-NH₃ C, SM 4500-NH₃ D, SM 4500-NH₃ G or SM 4500-NH₃ H): [Per Sample].
- 9-51. Water, Chloride (EPA 300.0, EPA 9056, EPA 9251, EPA 9053, SM 4500CI B, SM 4500CI C or SM 4500CI E): [Per Sample].
- 9-52. Water, Hardness, Total [as CaCO₃] (SM 2340 B or SM 2340 C): [Per Sample].
- 9-53. Water, Nitrate [as N] (EPA 300.0 or EPA 353.2): [Per Sample].
- 9-54. Water, Nitrate-Nitrite [as N] (EPA 300.0, EPA 353.2, SM 4500-NO₃ E or SM 4500-NO₃ F): [Per Sample].
- 9-55. Water, Nitrite [as N] (EPA 300.0, EPA 300.1, SM 4500-NO₂ B or SM 4500-NO₃ F): [Per Sample].
- 9-56. Water, Organic Carbon, Total (SM 5310 B, SM 5310 C or EPA 9060): [Per Sample].
- 9-57. 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].
- 9-58. Water, Residue-filterable [Total Dissolved Solids] (SM 2540 C): [Per Sample].
- 9-59. Water, Residue-nonfilterable [Total Suspended Solids] (SM 2540 D): [Per Sample].
- 9-60. Water, Sulfate (ASTM D516-02, ASTM D516-90, EPA 300.0, EPA 300.1, EPA 375.2, EPA 9038, EPA 9056 or SM 4500-SO₄ C): [Per Sample].
- 9-61. Water, Heterotrophic Plate Count (SM 9215 B): [Per Sample].
- 9-62. Water, Acute Bioassay-96 Hour, Freshwater, Vertebrate/Invertebrate [Vertebrate: Pimephales promelas or Cyprinella leedsi/Invertebrate: Ceriodaphnia dubia] (EPA 2000.0/2002.0): [Per Sample].
- 9-63. Water, Acute Bioassay-96 Hour, Estuarine + Marine, Vertebrate/Invertebrate [Vertebrate: Menidia beryllina, Meridia menidia or Menida peninsulæ/Invertebrate: Mysidopsis bahia] (EPA 2006.0/2007.0): [Per Sample].
- 9-64. Water, GC/MS Full Scan, Alkanes, Isoalkanes, Cycloalkanes, Aromatics, Bicyclane, Sterane, and Terpane Biomarkers (ASTM D5739 High Resolution GC/MS): [Per sample].
- 9-65. Water, Gasoline Hydrocarbon Composition, Gasoline PIANO [paraffins, isoparaffins, aromatics, naphthenes and olefins] (EPA 8260Mod, High Resolution GC/MS): [Per sample].
- 9-66. Water, 5 Fuel Oxygenates, MTBE, DIPE, TAME, ETBE and TBA (EPA 8260Mod, High

Resolution GC/MS: [Per sample].

9-67. Water, C10-C40 Alkane Fingerprint, N-Alkanes and Isoalkanes (ASTM D3328 GC/MS): [Per sample].

C. AIR ANALYSIS:

9-68. Air, Total Petroleum Hydrocarbons (Method 18 or TO-3): [Per Sample].

9-69. Air, Volatile Organic Aromatics (EPA Method TO-15): [Per Sample].

9-70. Air, Polycyclic Aromatic Hydrocarbons-Semi-Volatiles (EPA Method TO-13): [Per Sample].

9-71. Air, Volatile Organic Compounds (EPA Method TO-17): [Per Sample].

D. PRODUCT ANALYSIS:

9-72. Product, C3-C44 Hydrocarbon Fingerprint, Gasoline PIANO [paraffins, isoparaffins, aromatics, naphthenes and olefins], alkanes and isoalkanes (ASTM D3328 High Resolution GC/FID): [Per sample].

9-73. Product, GC/MS Full Scan, alkanes, isoalkanes, cycloalkanes, aromatics, bicyclane, sterane, and terpane biomarkers (ASTM D5739 High Resolution GC/MS): [Per sample].

E. OTHER ANALYSIS:

9-74. Other Laboratory Analysis, Not Otherwise Specified: [Reimbursable]. Justification must be provided at time of work assignment.

9-75. Additional Laboratory Charge for 7 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment.

9-76. Additional Laboratory Charge for 3 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment.

9-77. Additional Laboratory Charge for 1 Day Turnaround: [Percent Surcharge]. Justification must be provided at time of work assignment.

10. 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.

NOTE: These pay items will not be used for tank removals and/or trenching (see Tank Removal and Trenching Pay Items).

NOTE: Contractor is responsible for correcting any issues associated with flowable fill, backfill, and compaction that may arise such as subsidence, cracking of concrete or pavement, etc., including mobilizations, personnel, material and equipment.

Unless otherwise specified, the following pay items INCLUDE:

- 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.

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).
- 10-1. Sheet Piling for \leq 20 feet deep excavation (per square foot): [Per Square Foot/Day]. This pay item is for installation of sheet piling to facilitate a 20 feet deep excavation and usage on a daily basis.
- 10-2. Sheet Piling for \leq 20 feet deep excavation (per square foot): [Per Square Foot/Week]. This pay item is for installation of sheet piling to facilitate a 20 feet deep excavation and usage on a weekly basis.
- 10-3. Sheet Piling for \leq 20 feet deep excavation (per square foot): [Per Square Foot/Month]. This pay item is for installation of sheet piling to facilitate a 20 feet deep excavation and usage on a monthly basis.
- 10-4. Sheet Piling for $>$ 20 feet deep excavation (per square foot): [Per Square Foot/Day]. This pay item is for installation of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a daily basis.
- 10-5. Sheet Piling for $>$ 20 feet deep excavation (per square foot): [Per Square Foot/Week]. This pay item is for installation of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a weekly basis.
- 10-6. Sheet Piling for $>$ 20 feet deep excavation (per square foot): [Per SquareFoot/Month]. This pay item is for installation of sheet piling to facilitate a greater than 20 feet deep excavation and usage on a monthly basis.
- 10-7. 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.
- 10-8. 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.

- 10-9. LDA Excavation and Loading Without Casing ≤ 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.
- 10-10. 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.
- 10-11.a. LDA Excavation and Loading With Surface Casing ≤ 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.
- 10-11.b. LDA Excavation and Loading With Driven Casing ≤ 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.
- 10-12.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.
- 10-12.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.
- 10-13. 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.
- 10-14. 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 of up to 300 cubic yards.
- 10-15. 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.
- 10-16. Pea Gravel: [Per Ton]. This pay item includes the purchase, transportation and installation of pea gravel where such material is specified.
- 10-17. #57 Stone: [Per Ton]. This pay item includes the purchase, transportation and installation of #57 stone when such course aggregate material is specified.
- 10-18. 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.
- 10-19. 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.

ATTACHMENT C

**TASK ASSIGNMENT CHANGE ORDER FORM
DEP CONTRACT NO. GCXXX**

Task Assignment Number: _____ Date: _____ Change Order No. _____

Contractor Name: _____

Contractor Representative: _____

DEP Contract Manager: _____

Description of Change (Use additional sheets if necessary): _____

CHANGE IN TASK AMOUNT

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

CHANGE IN TASK TIME

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

Change In Funding Information:

Org. Code	E.O.	Object Code	Module	Special Category	Grant #	Year	Amount
37							\$
37							\$
37							\$
37							\$

CONTRACTOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager Date

Contract Manager Date

APPROVED:

Cost Center Administrator Date

Funding Authority Date

Procurement Administrator Date

cc: Ruth Heggen, Procurement Section (MS93)
Bureau of Finance & Accounting (MS78)

**ATTACHMENT D
RATE SCHEDULE**

*See Specific Agency Term Contract for the Region of
Service for the Contractor for this Information.*

ATTACHMENT E

SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES

DIRECTIONS:
 Contractors working for the Florida Department of Environmental Protection (DEP) **must complete and submit this attachment with each invoice submitted for payment.** Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850/245-2361.

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

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	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	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

DEP Contract No.: _____

Invoice Number: _____

Task Assignment No. (if applicable): _____

Invoice Service Period: _____

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	AFRICAN AMERICAN	HISPANIC	ASIAN/HAWAIIAN	NATIVE AMERICAN	AMERICAN WOMAN	BOARD IS 51% OR MORE MINORITY	51% OR MORE MINORITY OFFICERS SERVED	51% OR MORE MINORITY COMMUNITY	OTHER NON-PROFIT	

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD

LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

ATTACHMENT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

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: http://www.myfloridacfo.com/aadir/reference_guide/

