

## Access to Oculus Storage Tank Database Files

Type in the Florida Department of Environmental Protection (DEP) web page, as shown:

<https://floridadep.gov/waste>

Click OCULUS link on left side of screen, located under Waste Management Quick Links.

On OCULUS sign-in screen, click PUBLIC OCULUS LOGIN button.

In OCULUS Search, located on the left, the following selections need to be made: **Catalog** - Storage Tanks, **Search By** - Property, **Property** - Facility-Site ID. Please note that you may need to scroll down in each search box to locate the selection needed (refer to below screen capture).

In the Facility-Site ID space, enter the Facility/Site ID#. This number can be located within the subject matter on your letter. When keying the Facility/Site ID #, the first two numbers and the space will need to be removed. For example, Facility/Site ID # 528624585 is to be entered as 8624585. Upon entry, hit "Enter" on your keyboard. The entered property name should appear to the right of the Facility/Site ID #. Click on the "Search" button to continue (refer to below screen capture).

The screenshot shows the OCULUS Search interface. The 'Catalog' dropdown is set to 'Storage Tanks'. The 'Search By' dropdown is set to 'Property'. The 'Property' dropdown is set to 'Facility-Site ID'. The 'Facility-Site ID' input field contains '8624585'. The 'Search' button is highlighted with a black arrow.

On Search Results page, the user can select and view the displayed files in a variety of ways via the column headers (Document Date, Received Date, Document Type, or Document Subject). Viewing preference can be done by date or alpha. Click on the column header that is blue and underlined. Continue to click on the column header until the desired viewing arrangement (ascending date, descending date, or alpha order) is reached. Recommended viewing is: Document Date, descending order (see below screen capture).

To select and view a file, please click on the File Type column image icon shown for that line (see below screen capture). When the yellow box appears at the bottom of the screen, click Open or Open to View.

The screenshot shows the OCULUS Search Results page. The table shows search results with columns: File Type, Profile, Facility-Site ID, Document Date, Received Date, Document Type, Document Subject, County, Facility Type, Contractor ID, Drawer, Folder ID. The first row is highlighted with a yellow box.

File Type	Profile	Facility-Site ID	Document Date	Received Date	Document Type	Document Subject	County	Facility Type	Contractor ID	Drawer	Folder ID
	Fiscal	8624585	09-24-1994	09-24-1994	WORK ORDER - TASK ASSIGNMENT R		PINELLAS	STCM FACILITY			
	Permitting_Authorization	8624585	01-22-2013	01-22-2013	HISTORICAL REGISTRATION RECORD	HISTORICAL REGISTRATION RECORD	PINELLAS	STCM FACILITY			

If you have any questions regarding Oculus, you can contact the Service Desk at DEP via email at [servicedesk@dep.state.fl.us](mailto:servicedesk@dep.state.fl.us).

## INSTRUCTIONS FOR COMPLETION OF SITE ACCESS AGREEMENT

This agreement is required to allow FDEP and the Agency Term Contractor (ATC) personnel to enter your property to perform remediation services. Upon issuance of a Closure Order, your site will be restored as nearly as practical to the conditions which existed before the activities, and the access agreement shall be terminated.

The Agreement includes 21 standard paragraphs. Alteration may not be made directly on the original agreement. In addition, there are four questions concerning owner access preference that must be answered by checking the corresponding boxes. Any additional requirements or agreements may not result in the FDEP incurring additional expenses. Please see the instructions following each question for more information.

**A. Are additional requirements attached to this agreement?** Note: Additional requests must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

Some property owners require additional access conditions, such as those mandated in the *Jessica Lundsford Act* for school properties or have specific requirements regarding notification of work. Additional requirements may be requested on a separate signed and dated page to this agreement, to be titled Exhibit B. Such requests are subject to evaluation and approval by the Department. You will be informed if the Department cannot accept your request. Any changes or alterations to the standard access agreement must be made in Exhibit B, and not on the original agreement.

**B. Do you wish to participate or provide input with respect to rehabilitation of this facility?**

If you wish to be in close communication with the ATC and receive notifications of work, copies of reports and recommendations for the site, select “yes” for this option. If you prefer to be hands off and let the ATC conduct all work as directed by the FDEP, please select “no.”

**C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?**

As required by legislation outlined in Chapter 62-772 Florida Administrative Code, FDEP will use a competitive procurement process to select an ATC to conduct the assessment/remediation activities. Checking “yes” for the above option allows you to be informed by FDEP which ATC is selected before they are authorized to initiate activities, and reject one selected ATC, if you so choose.

**D. Do you want the Contractor to contact you to obtain a separate site access agreement?** Note: Additional site access agreements between the owner and ATC must be completed within ninety (90) calendar days.

If “yes” is selected, you will be contacted by the ATC to discuss the terms of your additional site access agreement prior to beginning any work at your site. The State of Florida does not review or give advice regarding these separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to, the agreement between the owner and the FDEP.



Petroleum Restoration Program
SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, [Insert name of each property owner(s) as listed on the deed]

("Owner"), whose address is [Insert owner address] hereby

give(s) permission to the State of Florida, Department of Environmental Protection, whose address is 2600 Blair Stone Road, MS# 4545, Tallahassee, Florida 32399-2400 ("FDEP" or "Department") and all its Contractors, subcontractors, and vendors ("Contractors"), to enter the Owner's property located at

("Property") [Insert subject property address]

with FDEP Facility ID# [Insert FDEP Facility ID#]

The Property. Owner owns the certain real property identified as folio/parcel number(s)

[Insert parcel number(s) from Property Appraiser's website]

located at [Insert physical mailing address]

[Insert Florida County] County, Florida (the "Property"), as more particularly described in the legal

description within Exhibit A, attached hereto and made a part hereof.

[Attach a legal description of the Property -from the most current deed and or a survey sketch/map of the property with GPS or other locational information]

2. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors without cost to the Owner (unless required in a separate agreement with the Department) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractors. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
install and remove groundwater monitoring wells;
use geophysical equipment;
use an auger for collecting soil and sediment samples;
locate existing wells;
collect waste, soil, and water samples;
remove, treat and/or dispose of contaminated soils and water;
remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
install, operate, and remove remedial equipment;
install and remove utility connections;
trenching for connection of remediation wells to equipment;
conduct surveys, prepare site sketches, and take photographs; and
inspect any and all of the above activities

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractors, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (its employees) and Department Contractors (including site rehabilitation contractors and associated subcontractors; contracted site managers with Teams 5 and 6 and local governments; and contractors performing work for the Department under environmental forensics site investigation contract, if applicable) (collectively referred to throughout as Contractors) immediately upon the execution of this Agreement. However, access for a Site Rehabilitation Contractor can be contingent upon the Owner timely entering into an additional separate site access agreement with only the Site Rehabilitation Contractor (if the Owner wants a separate agreement with the Site Rehabilitation Contractor, please check the appropriate box at the end of this document). Such agreement with a Site Rehabilitation Contractor is not binding upon the Department. There is no option for an additional site access agreement with any of the Department's other Contractors. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code (F.A.C.), or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes (F.S., "Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal Business Hours and may also make arrangements to enter the Property at other times with the Owner's prior written consent. "Business Hours" is defined as 7 A.M. to 7 P.M. (Eastern Time) during the weekdays.

5. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractors to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, F.S.

6. Activities Comply with Applicable Laws. The Department and Contractors agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules, and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractors shall ensure that soil cuttings, any work materials, and water generated shall be managed and disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be appropriately disposed in a timely manner.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractors when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department at least ninety (90) days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this

Agreement. If the Department anticipates that the remediation equipment will not be used for over one (1) calendar year, the Owner can request removal of the remediation equipment if it is interfering with operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, F.S., access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Rule 62-780.680 F.A.C. or a low- scored site initiative no further action order issued (if applicable) pursuant to Section 376.3071(12)(b), F.S., is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department's employees or Contractors provided that it is not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, F.S.) for damages caused by the acts of its employees while on the Property.

17. Insured Contractors. The Department shall require its Site Rehabilitation and Forensics Contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required by Section 376.3071(6), F.S., and approved by the Department.

18. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, F.S. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility

number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login>

19. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Property by the Department and its contractor as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

21. Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement, and the balance of this Agreement shall remain in full force.

22. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and the Department, Contractors, and their successors, and assigns, and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. **Are additional requirements attached to this agreement? If neither are checked, the Department will assume “NO.”** Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page. If an Exhibit B is not submitted to the Department with the signed Site Access Agreement, the Department will consider that you have changed your selection from “YES” to “NO”.

YES

NO

B. **Do you wish to participate or provide input with respect to rehabilitation of this facility? If neither are checked, the Department will assume “NO.”**

YES

NO

C. **If you wish to exercise the option to reject one Contractor prior to assignment of work, please enter an email address.** \_\_\_\_\_.

If you do not have an email address, you can enter a telephone number or street address instead.

D. **Do you want the site rehabilitation Contractor to contact you to obtain a separate site access agreement?** Note: Optional site access agreements between the owner and site rehabilitation Contractor must be completed within (90) calendar days. Since such an agreement is neither necessary nor required, state-funded site rehabilitation activities will begin whether or not you and the site rehabilitation Contractor have executed this optional agreement. Entities listed in paragraph 3 which this agreement provides immediate access for are excluded from this option of obtaining an additional site access agreement.

YES

NO

\_\_\_\_\_  
Signature of each Property Owner                      Signature of Witness

\_\_\_\_\_  
Print Name                      Date                      Print Name                      Date

\_\_\_\_\_  
Property Owner Mailing Address

\_\_\_\_\_  
Property Owner Telephone or Cell Phone Number

\_\_\_\_\_  
Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

\_\_\_\_\_  
Billy Hessman                      Signature of Witness  
Program Administrator  
Petroleum Restoration Program

\_\_\_\_\_  
Date                      Print Name                      Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID#: \_\_\_\_\_

Latitude \_\_\_\_\_  
Longitude \_\_\_\_\_

Exhibit A

Legal Description: LEGAL DESCRIPTION