

## **GENERAL INFORMATION**

**The following discusses the Individual PBC for less than \$325,000 that is direct assigned to an ATC.** Note that this type of PBC differs from the Individual PBC for greater than \$325,000, the PBC for Advanced Cleanup Bundles (PBAC) of twenty (20) or more sites, or the Innovative Technology PBC.

Performance Based Cleanups (PBCs) focus on the completion of milestones on the way to an aggressive, efficient, and successful cleanup of petroleum contaminated facilities. All payments require the successful completion of Tasks/Milestones. The ATC is expected to perform all actions necessary to meet the agreed upon milestones. Completion of milestones prior to the milestone due date will be paid at the time of milestone completion. Line item costs do not apply to a PBC.

Contact the Site Manager to initiate the PBC Process. Should the facility be considered a “Good” PBC candidate by the Site Manager, their PE, and the PBC Coordinator; the ATC will be asked to complete and submit a PBC Proposal, the Milestone Summary of the Scope of Work (SOW), and a Schedule of Pay Items (SPI) prior to negotiations.

All components of the PBC SOW are negotiable; technology, total cost, milestones, %milestone payments, closure/end point, and milestone due days. The goal of negotiation is to increase the reward and decrease the risk to both the Department and the ATC.

The ATC contract is in force, except when in conflict with the PBC Special Terms and Conditions, in which case the PBC takes precedence. PBC Special Terms and Conditions include:

- Increases in time to complete (Purchase Order (PO) end date) and total cost are at the sole discretion of the Department, except in those cases described.
- No retainage is withheld.
- Utilities are paid by the Department, outside this PBC PO. Utility costs are, however, paid from Inland Protection Trust Fund (IPTF) funds and therefore do go against any funding CAPs for the facility.

### **CLOSURE/ENDPOINT**

The closure/endpoint must be a Risk Management Option (RMO) as described in 62-780.680(1) Florida Administrative Code (F.A.C.). Other endpoints may be considered on a site specific basis (for example funding cap limited facilities).

### **CORRECTIVE BASED ACTION (CBA)**

The ATC is asked to consider actions to be taken, if necessary, to meet milestones in a timely manner. The CBA is expected to support the successful completion of the PBCPO. Costs associated with CBA are the responsibility of the ATC and should not be included in estimates of total cost. If it is anticipated that the CBA will be required it should be included in the primary technology.

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### **COST**

Both the final cost to complete the cleanup and the percentage to be paid upon the completion of each milestone is negotiated.

- **Total Cost:** To assist with the evaluation of total cost, the ATC is asked to submit an SPI with “best estimates” of line items required. It is assumed that the Total Cost presented prior to negotiation is less than the line item total and that the total is within an average range for the region.
- **Milestone Cost:** The amount paid for the completion of each milestone is a percentage of total cost. A minimum of 25%-30% of total cost should be accounted for by the last two or three milestones. It is expected that milestones involving system construction or source removal will have a higher percentage payment.

### **CRITERIA**

A successfully executed PBC depends on both the Department and the ATC having a clear understanding of the type and extent of contamination at the facility. Therefore, facilities without a complete assessment will not be considered for an Individual PBC.

- The facility must have a complete assessment – all media – on and offsite.
- The total cost of this Direct Assign PBC cannot exceed \$325,000. In cases where a funding CAP exists, total cost cannot exceed the amount of funding that remains in the CAP (if less than \$325,000).
- Utilities are paid by the Department outside of the PBC Purchase Order, but utilities cost is applied to any funding CAPs that exist for the facility.
- To direct assign the PBC the ATC:
  - Previously acquired work at the facility under the RCI or current CSF or,
  - As of March 2016, there is no provision for an Owner/RP to select an ATC in lieu of a 25% cost share or conditional closure agreement.

### **MILESTONES**

Milestones represent cleanup completion points and require submission of a report documenting that a particular milestone has been achieved. There can be up to ten (10) milestones. A single milestone may consist of a number of activities. The Department will negotiate milestones, milestone payments, and milestone due days with the ATC prior to finalizing the PBC Scope of Work (SOW).

Pilot Testing, baseline sampling, Limited Scope Remedial Action Plan (LSRAP), Remedial Action Plan (RAP) and Remedial Action Plan Modification may be considered as milestones within the PBC PO. Note, the Department may negotiate aspects of the technology to be used with the ATC prior to finalizing the SOW.

### **MILESTONE PAYMENT AND INVOICING**

The Department may negotiate milestone payment percentages with the ATC prior to finalizing the Agreement.

The Florida Department of Environmental Protection - Division of Waste Management - Petroleum Restoration Program  
**Individual Performance Based Cleanups (PBCs) < \$325,000 – Direct Assign**  
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Example: Milestones and Milestone Payments (for AS/SVE Remediation to Closure without Conditions (RM

1. Milestone Summary and Payment Schedule					
Total Cost / PO Amount		<b>\$315,000.00</b>	Estimated Utility Cost*		<b>\$25,000.00</b>
Milestones	Payment %	Payment Amt.	Months	Milestone Days	
Milestone 1: Complete HASP and RAP (approval)	5.0%	\$ 15,750.00	2.0	60	
Milestone 2: RAC	20.0%	\$ 63,000.00	5.0	150	
Milestone 3: Baseline Sampling and System Startup	10.0%	\$ 31,500.00	8.0	240	
Milestone 4: Reduction to 25% of Baseline Concentrations	5.0%	\$ 15,750.00	14.0	420	
Milestone 5: Reduction to 50% of Baseline Concentrations	10.0%	\$ 31,500.00	20.0	600	
Milestone 6: Reduction to 75% of Baseline Concentrations	5.0%	\$ 15,750.00	26.0	780	
Milestone 7: Reduction to 90% of Baseline Concentrations	10.0%	\$ 31,500.00	32.0	960	
Milestone 8: Achieve CTLs	15.0%	\$ 47,250.00	38.0	1140	
Milestone 9: Maintain CTLs (ALL Media) for one (1) year	15.0%	\$ 47,250.00	50.2	1505	
Milestone 10: Abandon Wells and Restore Facility	5.0%	\$ 15,750.00	52.2	1565	
<b>Totals</b>	<b>100.0%</b>	<b>\$ 315,000.00</b>	<b>54.2</b>	<b>PO End:</b>	<b>1625</b>

The Milestone and Payment Amount are entered as Miscellaneous Items, section 22 of the Schedule of Pay Items. An Invoice for a milestone may be submitted following written approval of the DEP/LP site manager and completion of the Invoice Rate Sheet. Multiple completed milestones may be invoiced at the same time. Note, Milestones are not reimbursable and no markup accompanies milestone payments.

**Example: Invoice Rate Sheet**

Facility Name: What a Mess	Contractor:	Retainage %: 0%	Purchase Order:
7-Digit Facility ID #: _____	CID #: _____	FDEP Cost Share %: 100.00%	Download Date: _____
County: _____	Contract #: _____	Total Extended Cost: \$ 315,000.00	Assignment Type: _____
Region: _____	SPI ID #: _____	Without Handling Fee: \$ 315,000.00	
Site Manager Name: _____	Transition Agreement <input type="radio"/> Yes <input checked="" type="radio"/> No		
Site Manager Phone: _____			
Site Manager Email: _____			

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
<b>Task 1</b>									
22-1	Remedial Action Plan and Health Site and Safety Plan	Per Report	1	\$ 15,750.00	\$ 15,750.00	0	0	\$ -	1
	RETAINAGE				\$ -	\$ -		\$ -	\$ -
	SUBTOTAL				\$ 15,750.00	\$ -		\$ -	\$ 15,750.00
<b>Task 2</b>									
22-2	PE signed and sealed red line drawings	Per Report	1	\$ 63,000.00	\$ 63,000.00	0	0	\$ -	1
	RETAINAGE				\$ -	\$ -		\$ -	\$ -
	SUBTOTAL				\$ 63,000.00	\$ -		\$ -	\$ 63,000.00
<b>Task 3</b>									
22-3	Startup Report including the Baseline Sampling Results	Per Report	1	\$ 31,500.00	\$ 31,500.00	0	0	\$ -	1
	RETAINAGE				\$ -	\$ -		\$ -	\$ -
	SUBTOTAL				\$ 31,500.00	\$ -		\$ -	\$ 31,500.00
<b>Task 4</b>									
22-4	Milestone Completion Report - 25% Reduction from Baseline Concentrations	Per Report	1	\$ 15,750.00	\$ 15,750.00	0	0	\$ -	1
	RETAINAGE				\$ -	\$ -		\$ -	\$ -
	SUBTOTAL				\$ 15,750.00	\$ -		\$ -	\$ 15,750.00

**PERIOD OF SEVICE – LENGTH OF A PBC PO**

A PBC Agreement may be for any length of time but may NOT exceed five (5) years. An extension of individual milestone due dates may be requested (following discussion with the DEP/LP site manager) by submitting a Request for Change form.

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### **PROPOSAL REQUIREMENTS**

If requested by the Site Manager, the ATC should prepare and submit a PBC Proposal and the Milestone Summary from Attachment A – Scope of Work: Milestone Description, Special Terms and Conditions, and Milestone Summary. The Department does not pay the cost of proposal preparation for PBCs.

#### **PBC Proposal**

The objective of the proposal is to demonstrate that the ATC has a solid understanding of the available, relevant facility information. The nature, as well as the amount of contamination to be remediated. The consideration of the most efficient and effective method(s) to obtain a desirable closure endpoint. The proposal should include:

- Facility History: Emphasis on potential contaminants stored on site, previous remediation efforts, current status, and special considerations.
- Location of past and current tanks, dispensers, and piping runs.
- Discharge information; dates and eligibility. Include discussion of all non-program discharges and co-mingling of discharges.
- Summary of most recent and most relevant assessment information. Include data that addresses soil contamination as well as ground water. Discuss contaminant location relative to lithology and historic water table fluctuations. Facility specific considerations, such as, proximity of receptors, tidal influence, and inaccessible contaminate sources (under roadway or building).
  - Provide estimates of contaminant mass.
  - Provide map(s) with expected treatment points and/or excavation location (are there physical constraints, such as above or below ground utilities, septic fields, insufficient room to place a system trailer on-site, etc.).
- Discuss the technology to be employed. Specifically ties the technology to the specific facility conditions based on review of all the assessment information. Explain why this remediation approach will succeed. Consider whether multiple technologies are recommended.
- Complete the Milestone Summary

#### **Milestone Summary**

The ATC will be asked to complete the Milestone Summary prior to negotiations. The information provided will serve as the starting point for negotiations. Note that Supplemental Site Assessment is not a Milestone Option. Following negotiations, the Site Manager will complete a final version for the PO.

- Section 1. Basic Information
- Section 2: Milestone Summary and Payment Schedule
- Section 3. Remediation Strategy and Endpoint
- Section 4. Description of Corrective Based Action
- Section 5. Baseline Sampling

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- Section 6. Key Well Sampling
- Section 7. Perimeter Well Sampling
- Section 8. Remediation System Sampling
- Section 9. Confirmatory Soil Sampling
- Section 10. Site Specific Considerations

## **SUPPLEMENTAL SITE ASSESSMENT**

To be eligible for an Individual PBC, a facility must be completely assessed, all media. Supplemental Site Assessment will not be included in a PBC Purchase Order (PO).

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### **MILESTONE SUMMARY – GUIDANCE**

- Section 1. Basic Information
- Section 2: Milestone Summary and Payment Schedule  
Note that the following columns / cells are autofill calculations; milestone payment amount and months.
  - Enter the estimated total cost
  - Provide a rough utility estimate. Utilities are paid by the Department outside the PO, however, utility costs will count against a CAP, if applicable.
  - Enter the % payment for completion of each milestone.
  - Enter the milestone due day for each milestone.
- Section 2. Remediation Strategy and Endpoint
  - Indicate the primary technology to be employed.
  - Add-ons such as carbon, catox, etc.
  - Endpoints and target levels as described in 62-780xxx
- Section 3. Description of Corrective Based Action  
Describe what possible actions will be taken if milestones cannot be met using primary technology.
- Section 4. Baseline Sampling
  - Indicate wells and constituents to be
- Section 5. Key Well Sampling
- Section 6. Perimeter Well Sampling
- Section 7. Remediation System Sampling  
System Sampling is, for the most part, detailed in 62-780.
- Section 8. Confirmatory Soil Sampling  
Not necessary if the Department previously recognized the absence of soil contamination, for example approval of a site assessment or TSAR showing soil contamination is not present.
- Section 9. Site Specific Considerations