

**DEP CONTRACT NO. GC920
AMENDMENT NO. 2**

THE CONTRACT AS ENTERED INTO ON THE 26TH DAY OF JUNE, 2017, AND AMENDED AND RESTATED ON THE 16TH DAY OF AUGUST, 2018, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEPARTMENT"), an agency of the State of Florida, and BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, ("CONTRACTOR"), is hereby amended.

RECITALS

WHEREAS, the Department entered into the Contract with the Contractor to perform compliance inspections within the jurisdictional (geographical) boundaries of Broward County and specified counties.

WHEREAS, language in the Contract and the subsequent Amended and Restated Contract references terms to perform compliance inspections incorrectly stated as, "including facilities registered to the Contractor".

WHEREAS, the Contract terms regarding issuing a Task Assignment Notification Form (TA), Task Assignment Change Order Form (TACO), a MyFloridaMarketPlace (MFMP) Purchase Order (PO), and/or MFMP Change Order (CO), which is referenced within the Contract and as previously amended are authorizations issued by the Department to the Contractor for a work assignment and instructions regarding performance of a compliance inspection, and may also be issued as it relates to other Department responsibilities such as communications regarding training and regulatory guidance's, as more fully described within the Contract, as previously amended, and attachments thereto.

WHEREAS, the parties hereby confirm their original intent, as a part of consideration for services rendered by the Contractor, and the Department's responsibilities under the terms of this Contract and as previously amended, the Department training and travel costs incidental thereto are not to exceed **\$40,000**.

WHEREAS, the parties hereby confirm their understanding, the Department's various Guidance documents referenced within the Contract are subject to change over the life of the Contract and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code, and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standard established for the services provided during the work assignment time period. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

WHEREAS, the parties hereby confirm their understanding, it was their original intent regarding the Department's responsibility as stated within the initial Scope of Work and within the Amended and Restated Contract, Attachment A, Scope of Work, Task #33 and Attachment B, Scope of Work, Task #37, it is the Department's responsibility to reimburse Contractor on a cost-reimbursement basis as authorized and pre-approved by the Department for incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher", and for Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department, in accordance with Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

NOW THEREFORE, in consideration of the foregoing Recitals, the Contract, as previously amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Recitals. The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

1. All references within the Contract regarding use of and issuance of a Task Assignment Notification Form (TA), Task Assignment Change Order Form (TACO), a MyFloridaMarketPlace (MFMP) Purchase Order (PO), and/or MFMP Change Order (CO), and specifically within Section 2.A. **WORK**, are authorizations issued by the Department to the Contractor for a work assignment and instructions regarding performance of a compliance inspection, and may also be issued as it relates to other Department responsibilities such as communications regarding training and regulatory guidance's, as more fully described within the Contract, as previously amended, and attachments thereto.

2. **Section 5.A. COMPENSATION** is hereby modified to confirm the parties' original intent, as a part of consideration for services rendered by the Contractor, and the Department's responsibilities under the terms of this Contract, the Department training and travel costs incidental thereto shall not exceed \$40,000 and stated as follows:

A. As consideration for the services rendered by Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fee-schedule/cost-reimbursement basis not to exceed \$4,309,477.00, which includes the cost reimbursement not to exceed \$40,000 for Department training and travel costs incidental thereto. For the monthly operation and maintenance services as well as repair and emergency service calls, the Contractor shall be compensated on a fee-schedule basis at the rates approved by the Department and specified in the Scope Guidance Document H, Contractual Service Payment Calculation, attached hereto and made apart hereof. It is understood that fee schedule amounts include all costs necessary to perform the monthly operation and maintenance services as well as repair and emergency service calls including, but not limited to, labor, fringe benefits, overhead, supplies, and travel to and from inspection sites, but do not include reimbursement for equipment purchases. Equipment purchases costing \$1,000.00 or more shall be reimbursed on a cost-reimbursement basis and must be pre-approved by the Department.

3. **Section 8. TRAVEL** is hereby modified to clarify the parties' original intent: "Travel costs are included in the fee schedule amounts of this Contract when Contractor's travel cost are associated with travel to and from an inspection site and not as it relates to travel to and from a Department established venue for meetings, training and/or program regulatory guidance sessions held for the Contractor". As such, under the terms of this Contract, all pending and future approved travel and/or training expenses incurred by the Contractor for a meeting, training and/or for a program regulatory guidance session established by the Department shall be reimbursed to the Contractor on a cost-reimbursement basis in amounts pursuant to Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

4. **Section 41. MYFLORIDAMARKETPLACE TRANSACTION FEE** is hereby deleted in its entirety and replaced with the following:

MYFLORIDAMARKETPLACE TRANSACTION FEE. The State of Florida, through their Department of Management Services, has instituted MyFloridaMarketPlace ("MFMP"), a statewide electronic procurement system. Pursuant to subsection 60A-1.031(3), Florida Administrative Code, the Contract, as previously amended shall be exempt from the MFMP transaction fee.

5. **ATTACHMENT A, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE of the Amended and Restated Contract is additionally amended as follows:**

ATTACHMENT A, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE, GUIDANCE SECTION is hereby revised to add the following:

The parties hereby confirm their understanding, all references within the Contract regarding use of and issuance of the Department's various Guidance documents carry with it the original understanding and intent of the parties that the Guidance documents are subject to change over the life of this Contract, and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code, and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standards as established at the time the work is conducted. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

ATTACHMENT A, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE, Section #33 of the Amended and Restated Contract, DEPARTMENT RESPONSIBILITIES is hereby revised to clarify the parties' original intent to add the following:

The Department is responsible to reimburse Contractor on a cost-reimbursement basis for travel and incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher", and for Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department. Cost reimbursement for travel will be reimbursed in accordance with Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

6. **ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS OF THE AMENDED AND RESTATED CONTRACT** is deleted in its entirety and replaced with the **ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS, LEVEL 2 CONTRACTORS** updated with the execution of Task Assignment GC920-2, Change Order No. 1 and additionally amended as follows:

ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS, LEVEL 2 CONTRACTORS, SECTION # 31, as stated in the Task Assignment #GC920-2, Change Order No. 1 is hereby revised to add the following:

31. ... All references within the Contract regarding use of and issuance of the Department's various Guidance documents carry with it the original understanding and intent of the parties that the Guidance documents are subject to change over the life of this Contract, and may be updated and/or amended from time-to-time pursuant to Federal statute, Florida statute, Florida Administrative Code, and/or Department policy. The Contractor is responsible for knowing and applying the current applicable Guidance standards established at the time the work is conducted. The Contractor is responsible to provide quality services, technically accurate, and in coordination with all reports and other services required in compliance with the Guidance documents current and applicable at the time a work assignment is performed.

ATTACHMENT B, SCOPE OF WORK, STORAGE TANK SYSTEM COMPLIANCE ASSISTANCE AND ENFORCEMENT ACTIONS, LEVEL 2 CONTRACTORS, Section #37 DEPARTMENT RESPONSIBILITIES, as stated in the Task Assignment #GC920-2, Change Order No. 1 is hereby revised to clarify the parties' original intent to add the following:

37. ... The Department is responsible to reimburse Contractor on a cost-reimbursement basis for travel and incidental expenses particular to providing training in new technology and program management changes as necessary to the "Environmental Specialist I level or higher", and for Contractor's inspectors as it relates to such training and program management changes, which includes authorized travel cost incidental thereto as pre-approved by the Department. Cost reimbursement for travel will be reimbursed in accordance with Section 112.061, Florida Statute, Chapter 69I-42, Florida Administrative Code (F.A.C.), and/or the Reference Guide for State Expenditures compiled by the Department of Financial Services regarding allowable travel and incidental expenses.

7. All references within the Contract and subsequent Amended and Restated Contract regarding use of the terms "including facilities registered to the Contractor" as it relates to performance of compliance inspections is hereby deleted.

In all other respects, the Contract, as previously amended, and Attachments relative thereto, shall remain in full force and effect and are hereby ratified, approved and confirmed by the DEPARTMENT and the CONTRACTOR, as of the date of this Amendment.

In the event of a conflict between this Amendment and the Contract, incorporating by reference any and all previous Amendments (as applicable), this Amendment shall control.

It is understood and agreed by the DEPARTMENT and the CONTRACTOR that this Amendment is binding upon the DEPARTMENT and CONTRACTOR and their successors and assigns.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Amendment.

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WHEREFORE, the parties have caused this Amendment to be duly executed the day and year last written below.

"CONTRACTOR" *

"DEPARTMENT"

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title:

By: _____
Secretary or Designee

Date: _____

Date: _____

FEID Number:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Digitally signed by Roger Ruiz
Ruiz
Date: 2019.02.19 17:01:07 -05'00'
Roger Ruiz
DEP, Contract Manager

Roger Ruiz

Print Name

By Michael C. Owens 4/8/19
Michael C. Owens (Date)
Senior Assistant County Attorney
By Maite Azcoitia 4/8/19
Maite Azcoitia (Date)
Deputy County Attorney

Approved as to form and legality:

Carolin Ciarlariello, Esq.
DEP Attorney 2.15.2019

*For Contracts with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement, or other document authorizing that person to sign on behalf of the Contractor must accompany this Contract.

ATTACHMENTS

Attachment B

Scope of Work, Storage Tank System Compliance Assistance and Enforcement Actions, Level 2 Contractors, Task Assignment #GC920-2, Change Order 1 (with additional updated language for Sections # 31 and #37 as stated above)