

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 22, 2016

[x] Consent

[] Regular

[] Workshop

[] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- (A)** Site Access Agreement with State of Florida, Department of Environmental Protection (FDEP), for FDEP to hire a Contractor to access Building 504 located at 3323 Belvedere Road in West Palm Beach for environmental assessment of County-owned property pursuant to the FDEP Petroleum Restoration Program.
- (B)** Permission To Enter Property Entry Agreement with Creative Environmental Solutions, Inc. (FDEP's Contractor) to access Building 504 located at 3323 Belvedere Road in West Palm Beach for environmental assessment of County-owned property pursuant to the FDEP Petroleum Restoration Program.

Summary: Delegation of authority for execution of the standard County Site Access Agreement and Permission To Enter Property Entry Agreement above was approved by the BCC in R-2015-1613. **Countywide (AH)**

Background and Justification: N/A

Attachments One (1) Standard Site Access Agreement
One (1) Standard Permission To Enter Property Entry Agreement

Recommended By: David Kelly 2/23/16
Department Director Date

Approved By:  3/9/16
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* <u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No: Fund _____ Department _____ Unit _____ RSource _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* No fiscal impact.

C. Departmental Fiscal Review: Om Sumin

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB 2/26/16


Contract Dev. and Control 3/4/16

B. Legal Sufficiency:

Anne Delgent 3/4/16
Assistant County Attorney

C. Other Department Review:

Department Director

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and it's Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at **3323 Belvedere Road, Building 504, West Palm Beach, FL 33406, FDEP Facility ID: 50-8623047.**

2. The Property. Owner owns the certain parcel(s) **PCN 00-43-43-30-00-000-5230** of real property located at 3323 Belvedere Road, West Palm Beach, FL 33406, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. 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; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a

separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. 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 after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor 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 Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

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 Contractor 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 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 calendar year, the Owner can request removal of the remediation equipment if it is interfering with the 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, Florida Statutes, 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 Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, 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 employees or Contractors 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, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department 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.

19. 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.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective 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? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐

YES

☒

NO

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

☒

YES

☐

NO

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

☒

YES

☐

NO

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

☒

YES

☐

NO

WITNESSES:

Ray Watson
Signature
Ray Watson
Typed or Printed Name

Debra Reese
Signature
Debra Reese
Typed or Printed Name

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: *Ann Kelly*
County Administrator, or designee

DEC 01 2015

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Anne Delgant*
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

Sue Fick
Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

12/7/15
Date

Felicia Mizener
Signature of Witness

Felicia Mizener 12/7/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id. #: 50-8623047

Latitude 26° 41' 37.8400"

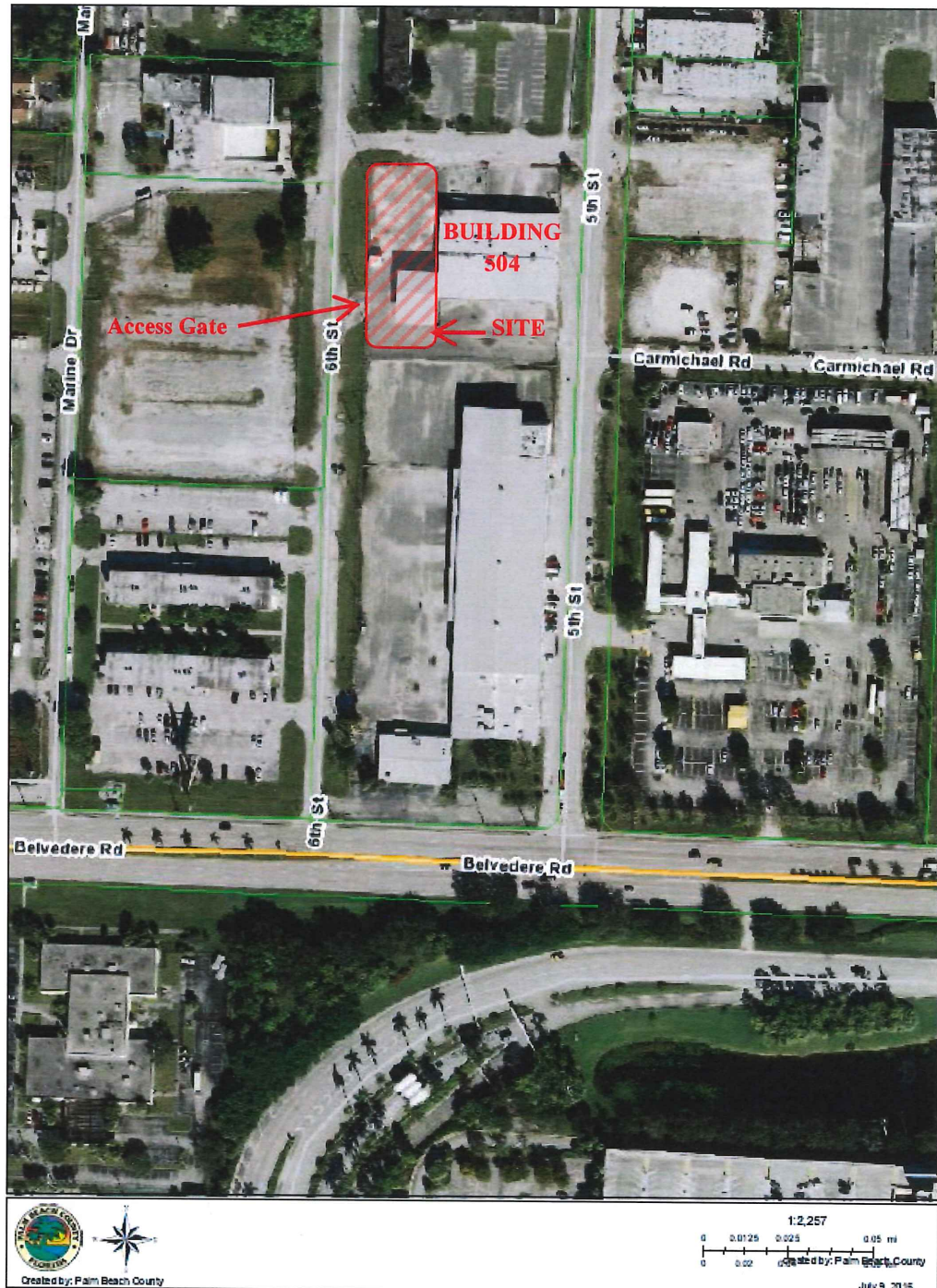
Longitude 80° 5' 31.4700"

Exhibit "A"
Legal Description of the Property
(attached as two separate sheet)

Exhibit "A"

The "PROPERTY"

A portion of that certain parcel of land identified as Parcel C-1 in that certain Affidavit of Waiver recorded in Official Records Book 24384, Page 1486, of the public records of Palm Beach County, Florida, identified as the "SITE", being located west of that certain building referred to as "Building 504" located at 3323 Belvedere Road, West Palm Beach, FL 33406, more particularly identified in the drawing below and in that certain "Site Map" prepared by Groundwater and Environmental Services, dated 2-17-14.





6th STREET

(ASPHALT)

GATE

504B

METAL CONTAINER

FORMER UST LOCATION

FORMER PRODUCT PIPING

MW23

MWA

MW19

MW22

MW21

(ASPHALT)

GATE

DRAIN

FORMER AST DIESEL

AST

FORMER VENT PIPING

MWE

MW24

MWC

FORMER AST GAS

FORMER FUEL ISLAND

MWB

FORMER TRUCK LIFT

CANOPY

METAL CONTAINER

FENCE (TYP.)

PALM BEACH COUNTY BUILDING #504

LEGEND

- x— FENCE LINE
- ▒ CATCH BASIN
- (M) UTILITY MANHOLE
- ⊕ UTILITY POLE
- ⊙ MONITORING WELL



Five (5) wells proposed for abandonment: MW-A, MW-19, MW-21, MW-22, MW-98



Four (4) wells designated for sampling: MW-C, MW-D, MW-23, MW-24 (source well)



Two (2) wells retained for groundwater flow contouring and potential down-gradient dissolved plume delineation: MW-B, MW-E

DRAFTED BY: W.A.W. (N.J.)	SITE MAP		
CHECKED BY:	FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION PALM BEACH COUNTY OLD MAINTENANCE COMPOUND 3323 BELVEDERE ROAD WEST PALM BEACH, FLORIDA		
REVIEWED BY:	Groundwater & Environmental Services, Inc. 6500 N W 12th AVENUE, SUITE 109, FORT LAUDERDALE, FLORIDA		
NORTH 	SCALE IN FEET (APPROXIMATE) 0 50	DATE 2-17-14	FIGURE 1

Program	Area of Interest	Primary	Phone	Email
		Secondary Contact	Phone	Email
PRP	Administrator's Office	Program Administrator Diane Pickett	850-245-8821	Diane.Pickett@dep.state.fl.us
		Eligibility Coordinator Lewis Cornman	850-245-8846	Lewis.Cornman@dep.state.fl.us
PRP	Abandoned Tank Restoration Program (ATRP)	Ability-to-Pay Analysis Coordinator Brian Dougherty	850-245-7503	Brian.Dougherty@dep.state.fl.us
		Deductible Collection Coordinator Monica Brady	850-245-8844	Monica.J.Brady@dep.state.fl.us
		Contractor Alan Sakole	850-671-6362	Alan.Sakole@yorkrsg.com
PRP	Agency Term Contracts (ATC)	Environmental Administrator Natasha Lampkin	850-245-7525	Natasha.Lampkin@dep.state.fl.us
		Government Analyst Russell Rhodes	850-245-7686	Russell.Rhodes@dep.state.fl.us
		Contract Manager Carol Carnley	850-245-8916	Carol.Carnley@dep.state.fl.us
		Contract Manager Jamie Lopez	850-245-8925	Jamie.L.Lopez@dep.state.fl.us
		Contract Manager Chuck Williams	850-245-8863	Charles.Williams@dep.state.fl.us
PRP	Competitive Bidding / State Cleanup	Environmental Consultant Grant Willis	850-245-8886	Grant.Willis@dep.state.fl.us
PRP	Contaminated Site Assessment-non Federal	Professional Geologist Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
PRP	Contractor Qualification-ATC & non-ATC	York Contract Coordinator Robert Perlowski	850-245-8917	Robert.Perlowski@dep.state.fl.us
		Contractor Gail Stephens	850-671-6360	Gail.Stephens@yorkrsg.com
PRP	Engineer, Chief	Professional Engineer John Wright	850-245-8888	John.Wright@dep.state.fl.us
	Engineer, Assistant Chief	Professional Engineer James Treadwell	850-245-8862	James.Treadwell@dep.state.fl.us
PRP	Free Product Recovery Initiative (FPRI)	FPRI Coordinator Matt McCoy	850-245-8918	Matt.McCoy@dep.state.fl.us
		Professional Engineer John Wright	850-245-8888	John.Wright@dep.state.fl.us
PRP	Geologist, Chief	Professional Geologist Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
	Geologist, Assistant Chief	Professional Geologist Christa Bingel	850-245-8921	Christa.Bingel@dep.state.fl.us
PRP	Imminent Threat Sites	Professional Geologist Chris Bayliss	850-245-8866	Christopher.J.Bayliss@dep.state.fl.us
PRP	Innovative Technology	Innovative Technology Coordinator Rick Ruscito	850-877-1133	Rruscito@ene.com

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 7th day of JAN, 2016 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Creative Environmental Solutions, Inc. a Florida corporation ("Contractor").
2. For and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, County hereby gives permission to Contractor and its agents and sub-contractors, to enter a portion of County's property located at 3323 Belvedere Road, West Palm Beach, FL 33406 *PCN 00-43-43-30-00-000-5230*, (the "Property"), *FDEP Facility ID: 50-8623047* as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"), to perform assessment and remediation activities associated with Petroleum Restoration Program.
3. Contractor and the County agree to all terms and conditions in the Permission to Enter Property, (aka Site Access Agreement) dated December 7, 2015, by and between Palm Beach County and State of Florida Department of Environmental Protection (the "Department" or "FDEP") attached hereto and incorporated herein as Exhibit "B".
4. This permission is specifically limited to the following activities that may be performed by Contractor, its agents or sub-contractors on the property: soil and groundwater assessment and remediation activities in accordance with FDEP cleanup directives (see attached Exhibit "C").
5. Contractor, its agents or sub-contractors may enter the Property during normal business hours as described herein and may also make arrangements to enter the Property at other times after coordinating with the County.
6. During the term of this Entry Agreement, Contractor shall provide and maintain commercial general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self insurance as required by Chapter 440, Florida Statutes. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Contractor. Contractor shall include County as an additional insured on its general liability insurance policy. In the event Contractor subcontracts any part or all of its operations as described in this or related in any way to this Agreement, Contractor shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. Contractor shall include in its contract with subcontractor(s) a provision whereby the

subcontractor agrees to defend, indemnify and hold harmless Palm Beach County from all injury and property resulting from its operations and to include County as an additional insured on the subcontractor's general liability insurance policy.

7. Contractor assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Palm Beach County and its officers, employees and agents from all claims, actions, losses, judgments, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Contractor, its agents, representatives and subcontractors, arising out of its activities related to the testing. In addition, without limiting the foregoing, in the event that any act or omission of Contractor, its agents, representatives and subcontractors, arising from or related to this Agreement results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Palm Beach County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Contractor shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages or that occurs as a result of Contractor's activities related to this Agreement. Neither party to this agreement waives its right to sovereign immunity under the law.
8. Contractor agrees to abide by all federal, state and local laws.

Specifically

Time Limits: Access will be between the hours of 7:00 AM and 3:30 PM
Monday through Friday, excluding government holidays.

Points of Contact: **Owner:** Palm Beach County
Department of Airports
Attn: Deputy Director – Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406
Phone: 561-471-7403

Contractor: Creative Environmental Solutions, Inc.
Attn: Gabriel Vicari
Environmental Scientist
700 DeSoto Avenue
Brooksville, Florida 34601
Office: (352) 796-3374
Mobile: (352) 422-6382
E-mail: gvicari@creativeenvironmental.com

Restoration: Upon completion of the soil and groundwater assessment and remediation activities provided for under this Entry Agreement, Contractor shall return the Property to the same general condition as it was prior to the activities being performed. All equipment used shall be removed from the Property by Contractor.

Termination Date: The permission to enter the property is granted from 30 days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, County and Contractor have executed this Entry Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

Ray Warren
Signature

Ray Warren
Typed or Printed Name

Steven K. Schlamp
Signature

Steven K. Schlamp
Typed or Printed Name

PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: Sam Bell
Director of Airports

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgado
County Attorney

CONTRACTOR:

WITNESSES:

Richard Garrett
Signature

RICHARD GARRETT
Typed or Printed Name

Holly A. Petty
Signature

HOLLY A. PETTY
Typed or Printed Name

CREATIVE ENVIRONMENTAL
SOLUTIONS, INC.

By: George Foster
Signature

George Foster
Typed or Printed Name

President
Title

(Corporate Seal)

Exhibit "A"
To Entry Agreement
(the "Property")

A portion of that certain parcel of land identified as Parcel C-1 in that certain Affidavit of Waiver recorded in Official Records Book 24384, Page 1486, of the public records of Palm Beach County, Florida, identified as the "SITE", being located west of that certain building referred to as "Building 504" located at 3323 Belvedere Road, West Palm Beach, FL 33406, more particularly identified in the drawing below and in that certain "Site Map" prepared by Groundwater and Environmental Services, dated 2-17-14.



Exhibit "A"
To Entry Agreement
(the "Property")
(Continued)

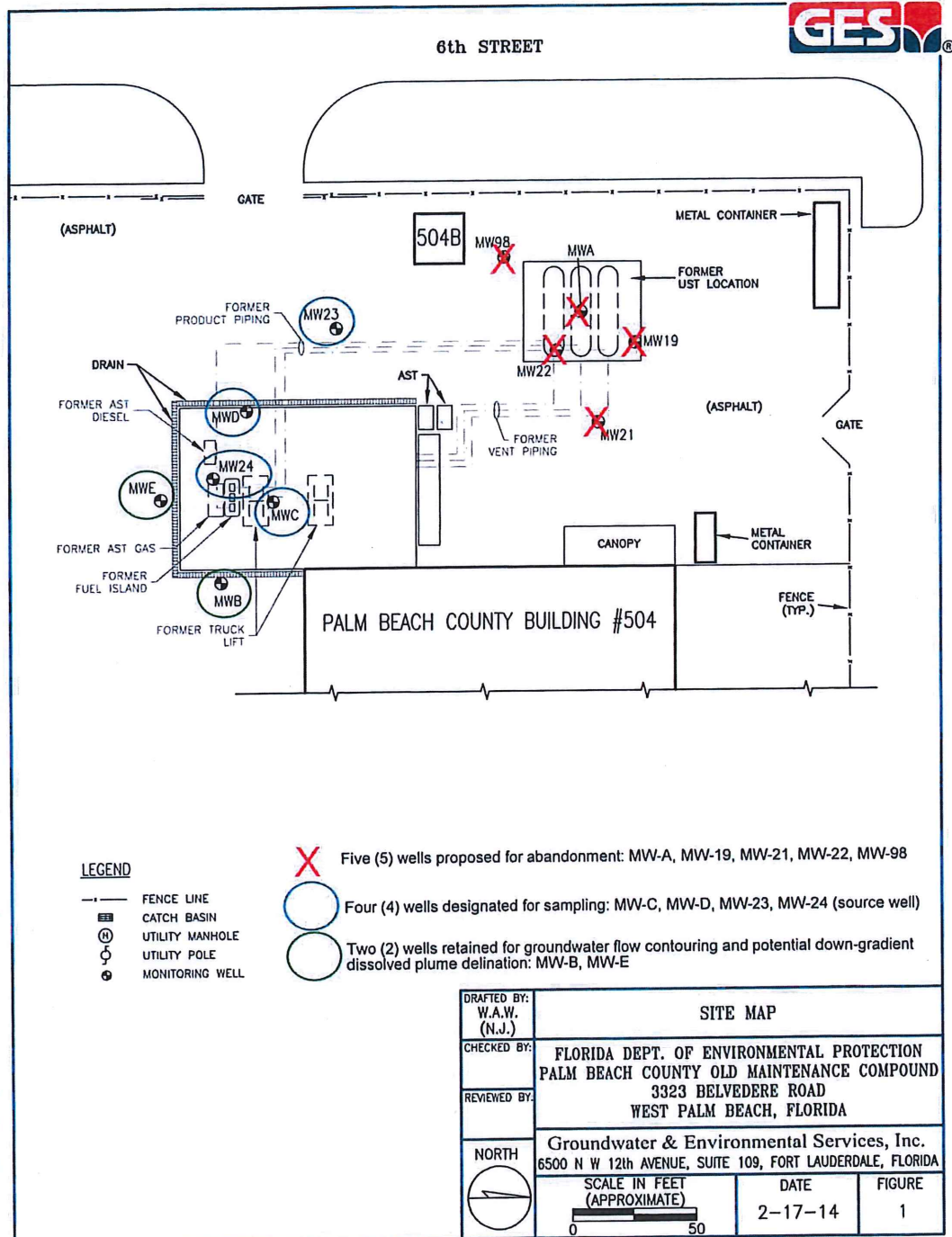


Exhibit "B"
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement)
dated December 7, 2015

by and between
Palm Beach County
and

State of Florida Department of Environmental Protection (the "Department" or "FDEP")

Exhibit "C"
To Entry Agreement

(soil and groundwater assessment and remediation activities
in accordance with FDEP cleanup directives)

**EXHIBIT "C" TO ENTRY AGREEMENT
NATURAL ATTENUATION MONITORING (NAM) - ANNUAL
SCOPE OF WORK**

INTRODUCTION:

This Scope of Work is for monitoring activities at a facility that is registered in one or more of the state petroleum remediation programs and is eligible for state funding. Once a MyFloridaMarketPlace (MFMP) Purchase Order (PO) is issued to the Contractor, the Contractor shall initiate the Tasks outlined in Section L pursuant to the Project Schedule outlined in Section M. Terms and maximum price amounts are contained in the Department of Environmental Protection (DEP) Agency Term Contract (ATC). Rates under this purchase order have been negotiated at or under the ATC maximum ceiling rates allowed.

The DEP requires monitoring activities to be performed at eligible petroleum contaminated sites, in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.). This Scope of Work includes the deliverable report requirements and supplemental guidance on what the DEP requires. The Scope of Work describes the minimum work required, along with additional authorized services, if needed based on specific requirements. The term "additional authorized services" is defined as any service that is outlined in the Scope of Work but completion of which is subject to data collected from the initial work performed. Any additional authorized service must be approved in writing (by email or hard copy unless specified otherwise in the proposed course of action as approved by DEP) and a MFMP PO Change Order issued prior to commencement. All work must be performed in accordance with the Scope of Work, Chapters 62-160, F.A.C. and 62-780, F.A.C., all applicable DEP and Water Management District guidance memoranda and all applicable federal, state and local requirements. Copies of all referenced guidelines are available on the DEP's Internet Site at <http://www.dep.state.fl.us/waste/categories/pcp/default.htm>.

SPECIFIC SCOPE OF WORK:

This scope of work is to perform monitoring activities at the site listed in Section O pursuant to Chapter 62-780, Florida Administrative Code. The amount of work that will be performed at the site is subject to change pending the DEP's approval of data as the work progresses. Once the MFMP PO is issued, the Contractor shall initiate the Tasks outlined in Section L pursuant to the schedule outlined in Section M.

Due to the nature of monitoring activities, all tasks and/or activities described in this Scope of Work may not need to be performed; this shall be determined as the work progresses and data is evaluated. Costs for the authorized and completed scope of work shall be invoiced upon completion of the activities assigned by the DEP and acceptance of the deliverables by DEP as outlined in the Project Schedule (Section M).

Contractor shall gauge depth to water (DTW) and perform groundwater sampling of monitoring wells (MW) at the site(s) listed in Section O. Laboratory analysis will be performed as outlined in the site specific Monitoring Summary Table(s) included in Section O. MWs will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX) and methyl tert-butyl ether (MTBE) by US Environmental Protection Agency (EPA) Method 8260 or equivalent, volatile organic aromatics (VOAs) and volatile organic halocarbons (VOHs) by EPA Method 8260 or equivalent, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270 or equivalent, total recoverable petroleum hydrocarbon (TRPH) by the FL-PRO Method, total dissolved solids

(TDS) by test method SM 2450C or equivalent, lead by EPA 6010 or equivalent, EDB by EPA 504.1 or equivalent, and pH by field measurement per Section O. For natural attenuation parameters, analyze the following: Nitrate by EPA 300.0, 352.3, or 9056; Sulfate by EPA 9035, 9038, or 9056; Orthophosphate by EPA 300.0 or equivalent; Methane by EPA SOP RSK-175; and Dissolved Iron by EPA 200.7, 200.9, 6010B, or 7380. Include field measurements during sampling of Oxidation Reduction Potential (ORP), Conductivity, Dissolved Oxygen (D.O.), pH and Temperature.

Well locations can be found on the site maps in OCULUS at <http://depedms.dep.state.fl.us/Oculus/servlet/login>. A metal detector may be needed to locate wells. Wells with free product or submerged screens shall not be sampled. Contact the FDEP Site Manager immediately from the field if tasked well(s) cannot be sampled. Submit groundwater samples to a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory for analysis.

If a well(s) cannot be sampled, depth to water or free product thickness shall be measured and the appropriate unit cost reduction shall be made at the time of invoicing (substituting the number of wells not gauged and sampled with the number of wells gauged only).

Contractor shall dispose of Petroleum Contaminated Water (PCW) generated during the purging of monitoring wells in accordance with PCS-006.

If site conditions and assessment data indicate the need for additional work or changes in work that do not exceed the total compensable quantity of units and maximum amount by Task as authorized in the MFMP PO, **Attachment B**, such additional work may be requested by the Contractor in writing via email, and the change must be approved in writing by DEP, prior to the performance of the additional or modified work. If site conditions require the performance of additional work beyond the authorized maximum amount by compensable quantity of units and maximum amount by Task in the MFMP PO, **Attachment B**, Contractor must submit **Attachment C – Request for Change** (attached hereto and made a part hereof) and if request is approved by DEP, a MFMP PO Change Order must be issued prior to the performance of the additional work. Contractor shall invoice and be paid only for the work actually performed, up to the maximum identified in the MFMP PO, or any approved Request for Change and issued MFMP Change Orders.

GENERAL SCOPE OF WORK:

The monitoring activities include the following:

A. SITE ACCESS AGREEMENT

Prior to beginning any field work under this MFMP PO, the Contractor must obtain site access to the eligible property to complete the Scope of Work described herein. The agreement shall specify what work will be allowed and the duration of the agreement. The permission must be secured in writing and a copy of the agreement must be submitted to the DEP within sixty (60) days from the issuance of a MFMP PO.

A sample property access agreement is included at the following website:
<http://www.dep.state.fl.us/waste/categories/pcp/pages/announcements.htm>.

B. FILE REVIEW

Contractor shall perform a file review of all applicable DEP records for the site. At a minimum, the information reported must include reviewing all previous petroleum storage system closure, assessment, source removal, remedial action, and monitoring reports, discharge reporting forms, site inspection reports, and environmental audit information. These documents, along with other site information, may be viewed in the DEP's on-line file system, Oculus, at <http://depdms.dep.state.fl.us/Oculus/servlet/login> under the relevant facility identification number. The DEP's records for number and contents of previous and current tanks must also be reviewed using the DEP's Storage Tank and Petroleum Contamination Monitoring (STCM) database. Current and (if applicable) historical aerial photographs must be examined to identify the current layout of the site and the locations of any former petroleum storage systems at the site. Reference sites available include Google® street and aerial maps, Bing® aerial maps, the DEP's Geographic Information Services Map Direct, historical Florida Department of Transportation aerial photos, etc. If necessary, discussions shall be conducted with the site owner or responsible party to help identify the former locations of any petroleum storage systems at the site.

Information obtained from the file review must be used to complete and submit the Historical Summary Worksheet (located at the following website: <http://www.dep.state.fl.us/waste/categories/pcp/pages/announcements.htm>) within sixty (60) days of issuance of the MFMP PO to the Contractor. Additionally, this file review shall be used to describe the site history as it relates to the former and current petroleum storage systems, reported discharge(s), and the program eligible source area(s) for the discharge(s).

C. HEALTH AND SAFETY PLAN

Prior to beginning any field work under the MFMP PO, the Contractor is responsible for developing a site-specific Health and Safety Plan (HASP) as required by state and federal regulations. The HASP must be accepted in writing by the Department prior to the Contractor scheduling and performing any field work. All safety requirements must conform to the OSHA Guidelines for Hazardous Waste Operations, 29 CFR Part 1910. The HASP will be designed to protect the health and safety of local residents as well as Contractor personnel and any subcontractors performing work at the site. A site-specific and comprehensive standard petroleum site HASP and all applicable field sign-up sheets must be available onsite for all field activities.

- 1) All Contractor onsite personnel shall be OSHA 40-hour HAZWOPER certified.
- 2) The Contractor shall abide by OSHA rules as listed in 29 CFR 1910, 29 CFR 1926, and OSHA General Duty Clause – Section 5, where applicable.

The HASP shall be submitted to the DEP Site Manager within sixty (60) calendar days of issuance of the MFMP PO to the Contractor.

D. OFF-SITE ACCESS

Contractor shall obtain off-site access to property (properties) other than eligible properties as necessary to complete the monitoring activities. The agreement shall specify what work will be allowed and the duration of the agreement. The permission must be secured in writing and a copy of the agreement must be submitted to the DEP with the field notification for the relevant field event. A sample property access agreement is included at

<http://www.dep.state.fl.us/waste/categories/pcp/pages/announcements.htm>. Additionally, a copy of the agreement must be included in the Monitoring Report or other specified report.

E. NOTICE OF FIELD ACTIVITIES

Contractor shall provide notification for each field event specified in this Scope of Work to all applicable persons (the site operator, site owner, responsible party, and off-site property owners), including the DEP, to ensure that the field work is coordinated. The field work notification must be received in writing (e-mails are acceptable) by all applicable persons and the DEP at least seven (7) calendar days prior to when the field work is to be performed. The exact day(s) of the proposed field work needs to be specified in the notification.

F. MOBILIZATION

Mobilization includes the transportation of all personnel and equipment to and from the site associated with the monitoring activities including travel time for field personnel; costs for vehicle, fuel, oil, maintenance and repairs; loading and unloading of the vehicle/trailer; road/bridge tolls and fees; and all other costs associated with operating a vehicle/trailer and mobilizing to and from site.

G. DEPTH TO WATER AND FREE PRODUCT GAUGING

The Contractor is responsible for locating in the field all monitoring wells to be sampled. If necessary, a metal detector and shovel must be used to locate any wells that are buried. Any wells which cannot be located in the field must be listed on the groundwater elevation summary table as destroyed for the gauging event, and the DEP must be notified in writing of what steps were taken to locate the wells.

Any standing water in the manhole must be removed before opening the well cap and the well cap must be inspected to determine if the cap is providing an effective seal. If any of the well caps require replacing or if any of the manholes and well pads are damaged and represent a public safety concern, then the DEP must be notified. Contractor shall allow sufficient time to elapse after the well cap is removed before the water level in the well is gauged to allow the water in the well to equilibrate with atmospheric pressure. Depth to water (DTW) readings must be collected from the sampled wells as well as any additional wells specified in Section O, from the top of casing elevation survey mark on the well casing (or from the north side of the well casing if a survey mark is not present) using a water level meter to the nearest 0.01 feet. For monitoring wells suspected of having free product, the free product thickness shall be measured using an interface probe or with a disposable bailer. The water level probe and interface probe must be properly decontaminated before use and in between each well that is gauged.

The depth to water and the thickness of the free product will be recorded on the groundwater elevation summary table of the report. A map shall also be included in the report illustrating the direction of groundwater flow. Any other observations made during the field activity (such as the color of the free product) must be recorded in the report submitted to the DEP.

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H. GROUNDWATER SAMPLING OF WELLS

Contractor shall sample wells in accordance with the DEP's Groundwater Sampling Standard Operating Procedures. The groundwater samples shall be analyzed for the groundwater analytical parameters specified in this Scope of Work. Prior to sampling a well, the procedures outlined above in Section G (Depth to Water and Free Product Gauging) shall be followed to obtain the DTW reading and determine (if applicable) if free product is present. A monitoring well that contains measurable (>0.01 feet) amounts of free product will not be sampled unless specifically authorized by the DEP. For water-table monitoring wells where the current water table is above the screened interval, approval to sample the well with the submerged screen must be obtained from the DEP prior to the sampling event or the DEP must be contacted at the time of the groundwater sampling event, and sampling of the well shall proceed only after written authorization is granted from the DEP. All equipment and materials (with the exception of wrapped tubing obtained directly from the manufacturer, which will be disposed after its use for each well) in contact with the groundwater or the well must be properly decontaminated, pursuant to the DEP's Cleaning/Decontamination Procedures Standard Operating Procedures, before use and in between each well that is sampled. All well purging meters (pH, temperature, conductivity, dissolved oxygen, and turbidity) must be properly calibrated, pursuant to the DEP's General Field Testing and Measurement Standard Operating Procedures.

Contractor shall use the DEP's most up to date groundwater log (F9000-24) to document the purging and sampling activities for the well. The DEP's most up-to-date chain of custody record [Form 62-780.900(3)] shall be used to document proper transport of the groundwater samples to the laboratory. In addition, the DEP's most up-to-date equipment calibration log (F9000-8) shall be used to document proper calibration of the well purging equipment meters at the time of the groundwater sampling event.

I. ANALYTICALS

Groundwater samples are to be analyzed for the appropriate contaminants of concern (COCs) as outlined in Section O.

All analytical results shall be provided to the DEP in the final laboratory report and will also need to be summarized on the DEP's analytical summary tables. A copy of the DEP's analytical summary tables can be downloaded at http://www.dep.state.fl.us/waste/categories/pcp/pages/pg_documents.htm.

Petroleum Restoration Program requires the submittal of Automated Data Processing Tool (ADaPT) Electronic Data Deliverables (EDD) for all laboratory and field data. Please refer to the Petroleum Restoration Program's section of the ADaPT webpage for the latest guidance. The lab, field and error EDD files should be zipped and placed at the following location: ftp://ftp.dep.state.fl.us/pub/incoming/Oculus/WC_ADaPT/.

J. INVESTIGATIVE DERIVED WASTE

Contractor shall handle and dispose of investigative derived waste (IDW) such as purge water to prevent spread of contamination. IDW must be disposed of in the most cost-effective manner.

Purge water shall be pumped slowly to a paved surface to allow for evaporation, as long as surface runoff to an unpaved area does not occur. The exceptions to pumping the Purge water to a paved surface are:

- a) If free product is detected at the water table interface during the gauging or sampling of the well.
- b) Dissolved contaminants are suspected in the groundwater and there are no paved surfaces at the site. Discharging the development water in the unpaved source area would contaminate soil at the surface that has not been impacted by the petroleum discharge or would contaminate a different aquifer zone (e.g., a perched zone).

If IDW is disposed of at a permitted disposal facility, Contractor shall provide documentation to the DEP. If required by the disposal facility, Contractor shall collect groundwater sample for laboratory analysis. The actual analytical costs shall be reimbursable by a MFMP PO Change Order based on the actual cost. Requests for additional mobilizations and/or additional time for purposes of coordinating IDW disposal pick-up will not be allowed. Costs shall be paid at or below the maximum rates listed in the ATC. If hazardous waste is determined, DEP will coordinate the disposal.

The Contractor shall be responsible for the proper storage, manifesting, and "cradle to grave" tracking of contaminated or potentially contaminated waste of any kind which are directly or indirectly generated from the Contractor's performance under the Purchase Order. An exception to paragraph 3 of the Agency Term Contract and only when directed to do so by the Department, the Contractor shall act as the representative for the DEP in the signing of manifests for contaminated waste management. However, pursuant to Sections 403.021(1)-(5) and 376.305(1), (3) and (4), Florida Statutes, the signing of such documents is not an admission of liability for the contamination. 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.

K. REPORT PREPARATION

All reports shall be submitted as electronic data retrievable from e-mail attachments or compact discs (CDs). Tables shall be in a format compatible with Microsoft Excel. 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.

ANNUAL NAM REPORT. Contractor shall submit a report that includes comprehensive tabular summaries of all the groundwater elevation and groundwater analytical results obtained at that site and a site map, groundwater elevation and flow map, and groundwater analytical plume map(s). These tabular summaries are to be cumulative, including data from previous investigations. Tables and Figures should be based on the standardized format presented on <http://www.dep.state.fl.us/waste/categories/pcp/pages/gsa.htm>.

The Annual NAM Report contains the results for both semiannual sampling and analysis events. The Annual NAM Report shall include, when applicable depending on the specific tasks performed and approved by DEP:

1. Property access agreement(s) and Permit(s).
2. A summary of work performed and conclusions, including: verification of well integrity and description of any changes in land use in the facility.
3. A site map showing the locations of all MVVs and compliance wells in relation to former and current tank areas, integral piping and dispensers, buildings, land cover, sidewalks, utilities, and any public or private supply wells present onsite. Property lines shall be indicated.
4. A map showing off-site potable wells and potential receptors.
5. Comprehensive tabular summary of the groundwater elevation data for each monitoring well including the diameter, well depth, screened intervals, top-of-casing elevation, date of obtained data, depths to groundwater, calculated groundwater elevation, and thickness of free product, where applicable.
6. The current and historical groundwater laboratory analytical results including columns for the sampling locations, sampling date, and the analytical results for each analyzed constituent detected in separate columns, along with the applicable Groundwater Cleanup Target Levels (GCTLs).
7. A table showing D.O. and ORP for each well shown in the monitoring summary table for each sampling event.
8. A table showing the baseline natural attenuation parameter results for each well that has been sampled for these parameters.
9. Groundwater plume maps showing the lateral and vertical extent of the contaminant plume for all contaminants exceeding GCTL's.
10. A groundwater contamination map illustrating the degree of groundwater contamination at each well location. The sampling dates must be included with each set of analytical data.
11. Figures showing groundwater flow direction for both semi-annual sampling events.
12. Contaminant trends for both semi-annual sampling events by providing the following plot: Concentrations vs. Distance, using the centerline of the plume.
13. Contaminant trends for both semi-annual sampling events by providing the following plot: Concentration vs. Time for each monitoring well sampled.
14. An assessment of geochemical trends of electron acceptors by plotting isoconcentration maps for D.O., nitrate, and sulfate, when NAM Parameter sampling has been performed.
15. An assessment of metabolic byproduct by plotting an isoconcentration map of methane, when NAM Parameter sampling has been performed.
16. An evaluation of data to determine if a groundwater contaminant trend exists.
17. Laboratory report(s) and chain(s) of custody for the field work conducted in this task.
18. Groundwater Sampling Logs.
19. Copy of field notes. Field notes must be documented and submitted per the BPSS Field Notes Guidance dated April 25, 2012.
20. Any other relevant documentation related to the field event for review and discussion.
21. A recommendation as to additional services to be performed for the current or subsequent Task or field event.

The Contractor must receive written authorization from the DEP before proceeding with any additional authorized services. All work not performed will need to be identified and the proposed cost adjustment will need to be provided. The Contractor is responsible for sending one (1) copy of each monitoring report to the site owner and the responsible party upon request.

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L. PROJECT TASKS- PERFORMANCE OF WORK

TASK 1: Prior to Conducting Task 2 and any field work, the selected Contractor must:

1. Complete the following elements no later than sixty (60) calendar days following the issuance of the MFMP PO.
 - a) Submit executed site access agreement and any off-site access agreements.
 - b) Perform a thorough file review. Submit the completed Historical Summary Worksheet (located at the following website:
<http://www.dep.state.fl.us/waste/categories/pcp/pages/announcements.htm>).
 - c) Submit the Site Health and Safety Plan. A new HASP is not required if Contractor has a current HASP which was previously approved by the DEP and is still applicable for this scope of work. In such instances the Contractor shall not be eligible for compensation for this pay item and shall submit electronic copies of the previously approved HASP.
2. The DEP will review the deliverables within fourteen (14) calendar days of receipt and will respond with either acceptance of or comments on the deliverables. Upon DEP written acceptance of the deliverables described in this task, submit an invoice for the work conducted in Task 1.

Task 1 Deliverable: Submit Site Access Agreement, Site Health and Safety Plan, and Historical Summary Sheet. **An invoice for this task may not be submitted until all elements are completed.**

Task 1 Performance Measure: Site manager will review submitted documents to verify that the work was performed in accordance with scope requirements.

TASK 2 (CONTINGENT UPON DEP APPROVAL):

ANNUAL GROUNDWATER SAMPLING

Written approval from the DEP must be granted before proceeding with Task 2 or subsequent Tasks. Contractor shall consult with DEP Site Manager to determine the start date of the first sampling event. The DEP will not pay for unauthorized work.

1. Perform the course of action approved by DEP in Task 1 (or subsequent Tasks).
2. Perform monitoring activities as indicated on the Monitoring Summary Table (Section O)
3. Thirty (30) days after this field event has been completed or laboratory results have been received, whichever is later, Contractor shall submit an Annual NAM Report as outlined in this Scope of Work Section K to the DEP.
4. The DEP will review the deliverable within fourteen (14) calendar days of receipt and will respond with either acceptance of or comments on the deliverable, including acceptance or comments on the proposed course of action to continue to perform additional tasks. Contractor shall respond to comments and provide any additional information within fourteen (14) days from receipt of comments. Upon DEP written acceptance of the deliverables described in this task, Contractor shall submit an invoice for completed work.

Task 2 Deliverable: Complete field work, sampling, and analyticals; submit an Annual NAM Report.

Task 2 Performance Measure: Site manager will review work performed and submitted documents to verify that the work was conducted in accordance with the scope requirements.

TASK 3 (CONTINGENT UPON DEP APPROVAL):

ANNUAL GROUNDWATER SAMPLING WITH ANNUAL NAM REPORT

Written approval from the DEP must be granted before proceeding with Task 3 or subsequent Tasks. The DEP will not pay for unauthorized work.

1. Perform the course of action approved by DEP in Task 1 (or subsequent Tasks).
2. Perform monitoring activities as indicated on the Monitoring Summary Table (Section O)
3. Thirty (30) days after this field event has been completed or laboratory results have been received, whichever is later, Contractor shall submit an Annual NAM Report as outlined in this Scope of Work Section K to the DEP.
4. The DEP will review the deliverable within fourteen (14) calendar days of receipt and will respond with either acceptance of or comments on the deliverable, including acceptance or comments on the proposed course of action to continue to perform additional tasks. Contractor shall respond to comments and provide any additional information within fourteen (14) days from receipt of comments. Upon DEP written acceptance of the deliverables described in this task, Contractor shall submit an invoice for completed work.

Task 3 Deliverable: Complete field work, sampling, and analyticals; submit an Annual NAM Report.

Task 3 Performance Measure: Site manager will review work performed and submitted documents to verify that the work was conducted in accordance with the scope requirements.

M. DELIVERABLE AND PROJECT SCHEDULE – Upon Issuance of a MFMP PO by DEP to the Contractor:

Below is the proposed schedule for the project for the items listed below.

1. MFMP Purchase Order issuance date. Due day 1.
2. Completion of Task 1 and delivery of HASP, Site Access Agreements and Historical Summary Sheet. **An invoice for this task may not be submitted until all elements are completed.** Due day 60.
3. Completion of Task 2 and delivery of the Annual NAM Report to the DEP. Due day 150.
4. Completion of Task 3 and delivery of the Annual NAM Report to the DEP. Due day 510.
5. End date of MFMP Purchase Order. Due day 570.

It is understood that should the due date for a deliverable fall on a weekend or State observed holiday, the due date will be recognized as the next State business day. This recognition is for both the Contractor and the DEP in meeting the schedule described above.

All Reports including all analyticals shall be submitted within thirty (30) days of completion of field work or receipt of the laboratory analytical reports, whichever is later. DEP site manager shall provide comments within fourteen (14) days and any additional information requested shall be required within fourteen (14) days from receipt of site manager's comments.

The proposed schedule may be adjusted if justified. Any request for change must be submitted by the Contractor in writing and approved in writing by the DEP prior to performance of any additional or modified work. The request and approval shall be attached to the MFMP Purchase Requisition to document the approved change.

The MFMP PO issued for this project shall not exceed 570 calendar days from the original date of issuance. Any extension of this term will require issuance of a MFMP PO Change Order. If the Scope of Work described herein is modified for any reason, a MFMP PO Change Order documenting the authorized changes will be issued to the Contractor. The original date of issuance of the MFMP PO will be used to track all deliverable due dates and completion points. However, the Contractor is encouraged to complete all work expeditiously.

N. INVOICING AND PAYMENTS

Upon DEP written acceptance of the required documentation for completed portions for each task, the Contractor shall submit an invoice. Unless otherwise specified in this Scope of Work, invoices for completed work may be submitted no more frequently than every thirty (30) days, or upon completion of the individual tasks as specified in this Scope of Work. Each invoice request must contain all documentation of performance as specified in the ATC, the applicable Scope of Work, and the Schedule of Pay items.

If a deliverable is deemed unsatisfactory the Contractor shall re-perform the work needed to insure satisfactory deliverables, at no additional cost to the DEP. Failure to provide all deliverables, failure to provide deliverables which are satisfactory, or failure to meet the specified deliverable timelines, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the Purchase Order, as specified in the ATC.

Retainage shall be withheld in the amount of 10% from each payment by DEP until completion and approval of all tasks. Contractor shall submit Release of Claims and request for retainage with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

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O. SITE SPECIFIC MONITORING SUMMARY TABLE(S)

FDEP FACILITY ID #:	508623047					
FDEP FACILITY NAME:	Palm Beach Cnty-Old Maint Compound					
FACILITY ADDRESS:	3323 Belvedere Road					
CITY, COUNTY:	West Palm Beach, Palm Beach County					
Monitoring Well ID	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7
MW-24	A, D	A				
MWD	A, D	A				
MDC	A, D	A				
A=BTEX & MTBE						
B=PAH						
C=TRPH						
D=NAM Parameters						
E=Gauge Depth to Water						

NAM (Natural attenuation) parameters: Nitrate by EPA 300.0, 353.2, or 9056; Dissolved Iron by EPA 200.7, 200.9, 6010B, or 7380; Orthophosphate by EPA 365.1; Sulfate by EPA 9035, 9038, or 9056, and Methane by EPA SOP RSK-175. Include field measurements during sampling of Oxidation Reduction Potential, Conductivity, Dissolved Oxygen, pH and Temperature.

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C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That GEORGE FOSTER is the Secretary of Creative Environmental Solutions, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the _____ day of _____, 20____, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain PERMISSION TO ENTER PROPERTY (Entry Agreement) between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that George Foster, the President/Secretary of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 30th day of DECEMBER, 2015.

Corporate Seal

[Signature]

_____, Secretary
Creative Environmental Solutions, Inc

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update to contact information.

Wednesday, February 17, 2016

Images

No Scanned Contracts

Insured:

Creative Environmental Solutions, Inc.

Insured ID: PBI-CR-16-01

Status:

Compliant

ITS Account Number:

PLC1929

Project(s):

Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 1/27/2017			
General Aggregate:	\$1,000,000	\$3,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 9/1/2016			
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 4/1/2016			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal