

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 12, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

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

A) Site Access Agreement with the State of Florida, Department of Environmental Protection, for 650 Okeechobee Blvd (contains the former 746 Okeechobee Blvd.), West Palm Beach, FL, FDEP Facility ID: 50 8513818;

B) Site Access Agreement with the State of Florida, Department of Environmental Protection, for 18501 Highway 7, Boca Raton, FL, FDEP Facility ID: 50 8838331;

C) Site Access Agreement with the State of Florida, Department of Environmental Protection, for 9011 Lantana Road, Lake Worth, FL, FDEP Facility ID: 50 8623194;

D) Site Access Agreement with the State of Florida, Department of Environmental Protection, for 3228 Gun Club Road, West Palm Beach, FL, FDEP Facility ID: 50 8841291; and

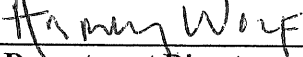
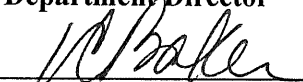
E) Entry Agreement with Environmental Compliance Services, Inc., for 9011 Lantana Road, Lake Worth, FL, FDEP Facility ID: 50 8623194

Summary: Resolution (R-2015-1613) established a new standard form Agreement for use with the Florida Department of Environmental Protection (FDEP) and its contractors to assess, remove, monitor and remediate contamination on County-owned property. The Site Access Agreement is FDEP's standard form, and is required for FDEP to solicit a contractor, who will actually complete the remediation activities. The County will enter into a separate Entry Agreement with each contractor before the contractor commences work. Each Agreement will be provided without cost to FDEP or its contractors, and the remediation work would be completed at no cost to the County. The duration of the Site Access Agreement with FDEP is for so long as it is necessary to assess, remove, monitor and remediate contamination on the property. The Entry Agreement with the contractor would be for 30 days, unless extended by County. Both Agreements provide for restoration on the property by FDEP and/or its contractor. **(FDO Admin) Countywide (LDC)**

Background & Justification: FDEP maintains a program to assess, remove, monitor and remediate contamination on properties eligible under the state-funded Petroleum Restoration Program. FDEP requires completion of its standard form, which the County Attorney's Office has approved for use in these transactions. FDEP selects a contractor through its solicitation process following execution of the Site Access Agreement with a property owner, and FDEP allows a separate agreement to be entered between its contractor and a property owner and FDEP has approved the Entry Agreement for use by the County. The Entry Agreement includes provisions such as insurance and indemnification. The County Administrator may authorize other department directors, in addition to the Director of Facilities Development and Operations, to sign standard form Agreements.

Attachments:

- A.** Site Access Agreement with the State of Florida, Department of Environmental Protection, for 650 Okeechobee Blvd, WPB, FL
- B.** Site Access Agreement with the State of Florida, Department of Environmental Protection, for 18501 Highway 7, Boca Raton, FL
- C.** Site Access Agreement with the State of Florida, Department of Environmental Protection, for 9011 Lantana Road, Lake Worth, FL
- D.** Site Access Agreement with the State of Florida, Department of Environmental Protection, for 3228 Gun Club Road, WPB, FL
- E.** Entry Agreement with Environmental Compliance Services, Inc., for 9011 Lantana Road, Lake Worth, FL

Recommended By: <u>SB </u>	<u>6/21/16</u>
Department Director	Date
Approved By: <u></u>	<u>7/5/16</u>
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* 0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account No:
Fund Dept Unit Revenue Source
Fund Dept Unit Revenue Source

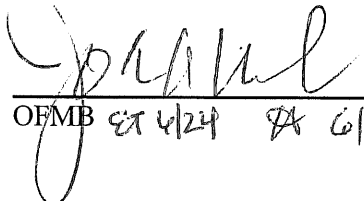
B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review:

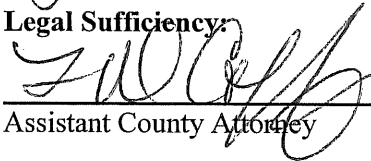
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/27/16
OFMB ET 4/24 * 6/27

 6/30/16
Contract Development and Control

B. Legal Sufficiency:

 7/1/16
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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 **650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL 33401, FDEP Facility ID: 50 8513818.**

2. The Property. Owner owns the certain parcel(s) **PCN 744334321170010000** of real property located at 650 Okeechobee Boulevard, West Palm Beach, FL 33411, (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 investigation 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.

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PETROLEUM
RESTORATION PROGRAM

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

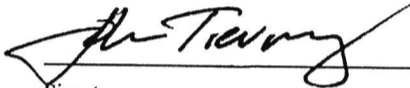
D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☒ YES

☐ NO

WITNESSES:


Signature
Kyle Patrick Hart
Typed or Printed Name


Signature
John Tierney
Typed or Printed Name


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

By: DEM Ann Mary Wolf
County Administrator, or designee

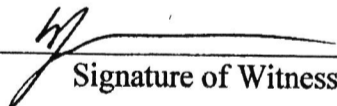
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgent
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


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

1/19/16
Date


Signature of Witness

Christopher J Bayliss 1/19/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property
Exhibit B – Additional Requirements

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8513818

Latitude 26° 42' 19.2000"

Longitude 80° 3' 34.4400"

Exhibit "A"
Legal Description of the Property

Short Legal Description: CITYPLACE PL 2 TR 1

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8513818:

Latitude	26° 42' 19.2000"
Longitude	80° 3' 34.4400"

JRH

Exhibit B

Additional Requirements

FDEP Facility ID No. 50 8513818

The location of the former Amoco 447 site is located in the northwest quadrant of the Palm Beach County Convention Center property. This area is located within the only access road for all vehicles entering the Palm Beach County Convention Center while construction of a parking garage is being completed in the eastern portion of the property. It is requested that assessment activities be delayed until completion of the parking garage, at which time Palm Beach County will notify the FDEP. After completion of the parking garage, the former Amoco portion of the property will no longer be used as the only access to the Palm Beach County Convention Center property and assessment work can be completed at a time and in a manner not to impede operations at the facility by mutual agreement between Palm Beach County and the FDEP.

Name:

Audrey Wolf

Audrey Wolf, Director

Palm Beach County FD&O

Date:

12/17/15

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2. The Property. Owner owns the certain parcel(s) **PCN 00414701010490020** of real property located at 18501 S. State Road 7, Boca Raton, FL 33498, (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:

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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.

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

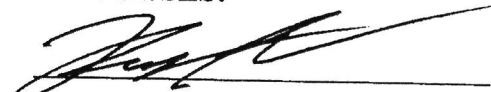
☐ NO

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:

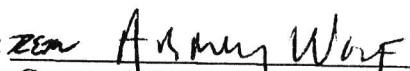

Signature

Mark Patrick Bond
Typed or Printed Name

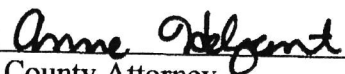

Signature

John Tierney
Typed or Printed Name

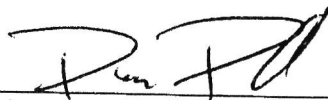
**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: 
County Administrator, or designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


By: 
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


Diane D. Pickett, P.G.

Program Administrator
Petroleum Restoration Program

1/19/16
Date


Signature of Witness

Christopher J Bongolis 1/19/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8838331

Latitude 26° 24' 1.1300"

Longitude 80° 12' 17.2600"

Exhibit "A"
Legal Description of the Property

Short Legal Description: FLA FRUIT LANDS CO SUB W 280 FT OF E 451 FT OF N 220 FT (LESS E 20 FT) TR 49

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8838331:

Latitude	26° 24' 1.1300"
Longitude	80° 12' 17.2600"

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 its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at **9011 Lantana Road, Lake Worth, FL 33411, FDEP Facility ID: 50 8623194.**

2. The Property. Owner owns the certain parcel(s) **PCN 00424327050340480** of real property located at 9011 Lantana Road, Lake Worth, FL 33411, (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:

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- 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;
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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

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2016 JAN 12 AM 10:11

PETROLEUM
RESTORATION PROGRAM

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.

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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://depdms.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.

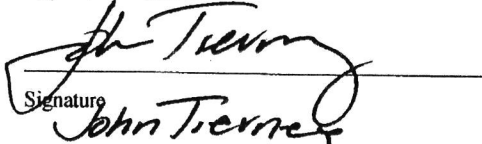
☒ YES

☐ NO

WITNESSES:


Signature

Kyle Erick Brown
Typed or Printed Name


Signature

John Tierney
Typed or Printed Name

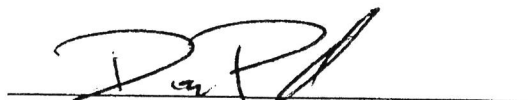
PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: ZEN Amy Woy
County Administrator, or designee

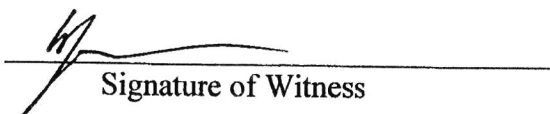
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgato
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


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

1/19/16
Date


Signature of Witness

Christopher J Bayliss 1/19/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8623194

Latitude 26° 35' 28.6100"

Longitude 80° 11' 25.9800"

Exhibit "A"
Legal Description of the Property

Short Legal Description: PALM BEACH FARMS CO PL 3 E 400 FT OF TR 48 & E 400 FT OF TR 49 LYG N OF &
ADJ TO LANTANA RD R/W BLK 34

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8623194:

Latitude	26° 35' 28.6100"
Longitude	80° 11' 25.9800"

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 its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at **3228 Gun Club Road, West Palm Beach, FL 33406, FDEP Facility ID: 50 8841291.**

2. The Property. Owner owns the certain parcel(s) **PCN 00434406000001050** of real property located at 3228 Gun Club Road, West Palm Beach, FL 33411, (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

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ENVIRONMENTAL PROTECTION
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RESTORATION PROGRAM

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

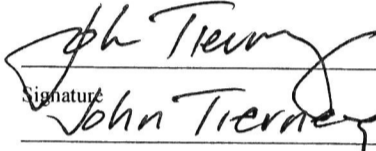
D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☒ YES ☐ NO

WITNESSES:

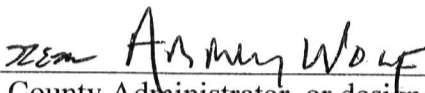

Signature

Kyle Brown
Typed or Printed Name

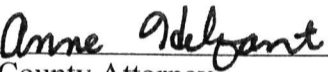

Signature

John Tierney
Typed or Printed Name

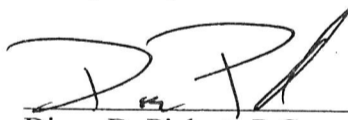
**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: 
County Administrator, or designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

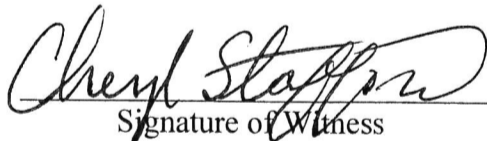
By: 
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


Diane D. Pickett, P.G.

Program Administrator
Petroleum Restoration Program

3/8/16
Date


Signature of Witness

Cheryl Stafford 3/8/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property
Exhibit B – Additional Requirements

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8841291

Latitude 26° 40' 14.9916"
Longitude 80° 5' 36.9708"

Exhibit "A"
Legal Description of the Property

Short Legal Description: 6-44-43, PT OF SEC LYG S OF & ADJ TO GUN CLUB RD & W OF & ADJ TO CONGRESS AVE R/WS K/A CRIMINAL JUSTICE COMPLEX & ANNEX PARS

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8841291:

Latitude	26° 40' 14.9916"
Longitude	80° 5' 36.9708"

gert

Exhibit B

Additional Requirements

FDEP Facility ID No. 50 8841291

The Criminal Justice Complex uses include the Palm Beach County Sheriff's Office, County Jail and Traffic Court. Due to the nature of operations at the facility and limited parking space, it is required that the consultant/contractor contact Hector Pazos, Facilities Management Division Manager, at (561) 688-4662 a minimum of three weeks in advance to coordinate activities, ensure no conflict with operations at the facility, ensure unimpeded access to the area of the investigation, and accomplish criminal history record checks. If a date/time during normal work hours cannot be coordinated, work will need to be completed after hours or on a weekend.

Name: REN Audrey Wolf
Audrey Wolf, Director
Palm Beach County FD&O

Date: 2/12/16

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 7th day of 6/16 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Environmental Compliance Services, Inc. ("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 County's property located at 9011 Lantana Road, Lake Worth, FL 33467 **PCN 00424327050340480** (the "**Property**"), **FDEP Facility ID: 50-8623194** 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 January 19, 2016 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
Facilities Development & Operations (FD&O)
Attn: Audrey Wolf, Director
2633 Vista Parkway, West Palm Beach, FL 33411
Phone: 561-233-0200

Contractor: Environmental Compliance Services, Inc.
Attn : Jon Berntsen
Vice President
421 Hobbs Street
Tampa, FL 33619

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.

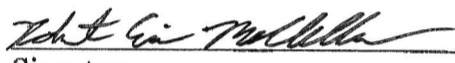
Termination Date: The permission to enter the property is granted from 30 days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

(Remainder of page intentionally left blank)

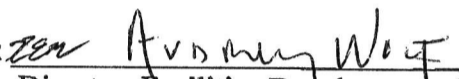
IN WITNESS WHEREOF, County and Contractor have executed this Entry Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:


Signature
John Tierney
Typed or Printed Name


Signature
Eric McClellan
Typed or Printed Name

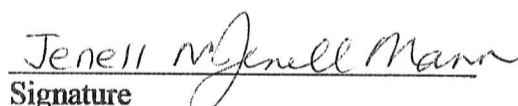
**PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

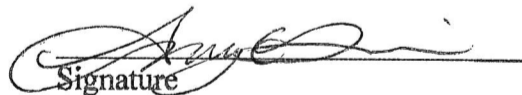
By: 
Director, Facilities Development & Operations

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
County Attorney

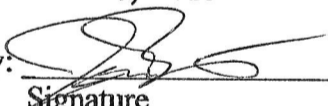
WITNESSES:


Signature
Jenell Mann
Typed or Printed Name


Signature
Amy K. Diamond
Typed or Printed Name

CONTRACTOR:

**ENVIRONMENTAL COMPLIANCE
SERVICES, INC.**

By: 
Signature
Dan Borntson
Typed or Printed Name

Senior Vice President
Title

(Corporate Seal)

Exhibit "A"
Legal Description of the Property

**Short Legal Description: PALM BEACH FARMS CO PL 3 E 400 FT OF TR 48 & E 400 FT OF TR 49 LYG N OF &
ADJ TO LANTANA RD R/W BLK 34**

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8623194:

Latitude	26° 35' 28.6100"
Longitude	80° 11' 25.9800"



PCN 00424327050340480

1:1,128
0 0.005 0.01 0.02 mi
0 0.01 0.02 0.04 km

Exhibit "B"
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement) dated January 19, 2015
by and between
Palm Beach County
and
State of Florida Department of Environmental Protection (the "Department" or "FDEP")

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 **9011 Lantana Road, Lake Worth, FL 33411, FDEP Facility ID: 50 8623194.**

2. **The Property.** Owner owns the certain parcel(s) **PCN 00424327050340480** of real property located at **9011 Lantana Road, Lake Worth, FL 33411**, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

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DEPARTMENT OF
ENVIRONMENTAL PROTECTION

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PETROLEUM
RESTORATION PROGRAM

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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://depeds.dept.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.

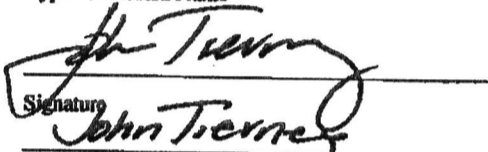
☒ YES

☐ NO

WITNESSES:


Signature

Kyle Erickson
Typed or Printed Name

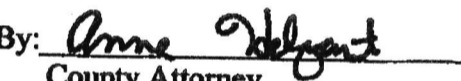

Signature

John Tierney
Typed or Printed Name

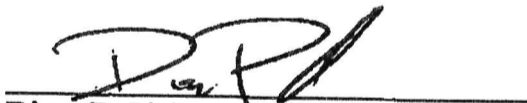
PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: 
County Administrator, or designee

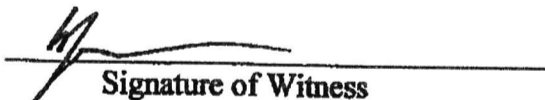
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


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

1/14/16
Date


Signature of Witness

Christopher J Bayliss
Print Name

1/14/16
Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8623194

Latitude 26° 35' 28.6100"

Longitude 80° 11' 25.9800"

Exhibit "A"
Legal Description of the Property

**Short Legal Description: PALM BEACH FARMS CO PL 3 E 400 FT OF TR 48 & E 400 FT OF TR 49 LYG N OF &
ADJ TO LANTANA RD R/W BLK 34**

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8623194:

Latitude	26° 35' 28.6100"
Longitude	80° 11' 25.9800"

Exhibit "C"
To Entry Agreement

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

**Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623194

STCM Facility Name: Palm Beach CNTY - Mosquito CTRL

SubPhase(s): LSA

Specifications

All work must be performed in accordance with this Scope of Work (SOW) and any attachments, Chapters 62-160, 62-532, 62-777 and 62-780, F.A.C., all applicable FDEP and Water Management District guidance memoranda, standard industry procedures and as described in the Agency Term Contract (ATC).

Copies of all referenced guidelines are available at:

<http://www.dep.state.fl.us/waste/categories/pcp/default.htm>

Reports must be submitted using the appropriate FDEP forms found at:

http://www.dep.state.fl.us/waste/categories/pcp/pages/pg_documents.htm

Task 1 Description: Prepare Health and Safety Plan (HASP), conduct site reconnaissance / field measurement visit to assess existence and viability of monitor wells onsite, if existing wells are encountered collect depth to water measurement according to the attached Water Sampling Table. Historical Summary Sheet for file review, and modified proposal for site work.

Task 1 Deliverable: HASP, Historical Summary Sheet, modified proposal including field notes and a summary of site reconnaissance visit.

Task 1 Deliverable Due Days: 60

Task 2 Description: Contingent upon written approval from FDEP, Conduct site assessment by installing soil borings and (if necessary) monitor wells and analyzing soil and groundwater samples to characterize petroleum contamination per the attached Figure 1 Locations of Proposed Soil Borings, Soil and Air Sampling Table, Water Sampling Table, and Soil Boring and Well Installation Table. Perform a receptor survey and exposure pathway identification. Obtain Offsite Access Agreement(s). Prepare an Interim Assessment Report.

Task 2 Deliverable: Interim Assessment Report with receptor survey results, lab results, tables, copies of necessary permits, figures, boring / well construction / and groundwater sampling logs, field notes, off-site access agreements, and recommendations.

Task 2 Deliverable Due Days: 150

Task 3 Description: Contingent upon written approval from FDEP, prepare a General Site Assessment Report in the TSAR format, including the Site Screening Information tab of the Site Screening Workbook (located at <http://www.dep.state.fl.us/waste/categories/pcp/pages/screening.htm>). If contamination is discovered beyond the property boundaries, prepare the Notice of Discovery of Contamination Package.

Task 3 Deliverable: General Site Assessment Report, If required, Notice of Discovery of Contamination Package (Initial).

Task 3 Deliverable Due Days: 210

PO End Days: 270

Petroleum Restoration Program Scope of Work

9-Digit Facility ID Number: 508623194

STCM Facility Name: Palm Beach CNTY - Mosquito CTRL

Schedule of Pay Items (SPI)

All unit rates and extended prices for all line item costs associated with this project are provided in the SPI [Attachment B to this Purchase Order (PO)] and shall not exceed the rates established in the ATC.

Requests for Change (RFC)

All requests for changes to the SOW must be submitted in writing and be approved in writing by the FDEP/LP using the RFC form in accordance with paragraphs 2.A and 26 of the ATC and can be found at:

<http://www.dep.state.fl.us/waste/categories/pcp/pages/templates.htm>

Any change which results in an extension of the PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW. Any change to deliverable due dates only, that does not result in the extension of the PO end date, submitted on an RFC and accepted by the FDEP/LP Site Manager will not require the issuance of a PO Change Order. A copy of the signed RFC must be submitted with any invoice for payment.

Performance Measures

The FDEP/LP Site Manager will review the submitted documentation to confirm that all work was performed in accordance with the Specifications referenced above. The FDEP/LP Site Manager will notify the Contractor of acceptance or any deficiencies in the work and/or deliverables. The Contractor will be given an opportunity to remedy deficiencies at no additional cost to the FDEP.

The FDEP/LP Site Manager will review the work and/or deliverables within the timeframes established in FDEP guidance documents. The Contractor will respond to any comments to complete the work and/or deliverables within the timeframe established in the comment letter or email correspondence.

Invoicing, Payments and Financial Consequences

The Contractor may submit an invoice for a Task upon written notification of acceptance of the work/deliverables by the FDEP/LP Site Manager. Upon receipt of FDEP/LP written approval of the required documentation for completed portions of each task, the Contractor must submit an invoice. Invoices for completed work may be submitted no more frequently than every thirty (30) days, or upon completion of the individual tasks as specified. Each invoice request must contain all documentation of performance as specified in the ATC, this Purchase Order (PO), and its attachments.

Failure to provide all deliverables, failure to provide deliverables which are satisfactory or failure to meet the specified deliverable timetables, shall result in non-payment, loss of retainage, or other financial consequences, and/or termination of the PO, as specified in the ATC. If the deliverable due day occurs on a weekend, state holiday, or federal holiday the deliverable will be due the following business day.

Retainage shall be withheld in the amount of 10%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

Notice of Field Activities

The Contractor must provide written notification (emails are acceptable) of field activities at least seven (7) calendar days prior to the commencement of work to all applicable parties including the PRP site manager, PRP Inspector (PRP_Inspector@dep.state.fl.us), site operator, site owner, RP and affected off-site property owners.

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623194

STCM Facility Name: Palm Beach CNTY - Mosquito CTRL

Any blank fields are not applicable to the scope of work.

WATER SAMPLING TABLE

Task #	Well # (s) or Water Sample Location	Frequency (# applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-38.) TRPH (FL PRO)	(9-79.) EDC	(9-31.) EDB (via 504.1 or 8011)	(9-41.) Lead, Total	(9-80.) Methane	(9-44.a.) Dissolved Iron	(9-53.) Nitrate [as N]	(9-57.) Orthophosphate [as P]	(9-60.) Sulfate				
2	2 Shallow MWs (downgradient and upgradient)				2	2	2			2	2	2	2	2	2				
2	1 Shallow MW (source)				1	1	1	1	1	1	1	1	1	1	1				
2	4 Shallow MWs				4	4	4			4									
2	1 Deep Well				1	1	1			1									
2	DTW only			4															
2	SPLP Leachate				6	6													
2	TCLP Leachate									1									
1	Existing Wells			10															
Task 1 Subtotal				10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2 Subtotal				4	14	14	8	1	1	9	3	3	3	3	3	0	0	0	0
GRAND TOTALS				14	14	14	8	1	1	9	3	3	3	3	3	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623194

STCM Facility Name: Palm Beach CNTY - Mosquito CTRL

Any blank fields are not applicable to the scope of work.

SOIL and AIR SAMPLING TABLE

Task #	Soil /Air Sample Locations	Frequency (if applicable)	Expedited Turnaround (TA)	Depth Interval (if applicable)	(9-2.) BTEX + MTBE	(9-5.) PAHs	(9-9.) TRPH (FL-PRO)	(9-9.a.) TRPH Fractionation	(9-10.) SPLP-Extraction Only	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead	(9-15.) TCLP-Extraction Only					(9-14.) Encore Sample
2	Vadose Samples (2H, 2M, 2L)				6	6	6	6	12				6						3
2	Contingent enclosures																		3
2	Pre-burn									1	1	1	1	1					
Task 2 Subtotal					6	6	6	6	12	1	1	1	7	1	0	0	0	0	6
GRAND TOTALS					6	6	6	6	12	1	1	1	7	1	0	0	0	0	6

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623194

STCM Facility Name: Palm Beach CNTY - Mosquito CTRL

Any blank fields are not applicable to the scope of work.

SOIL BORING/SAMPLE WELL INSTALLATION TABLE																	
SOIL BORING DETAILS					Screening/Split Spoon Intervals			WELL INSTALLATION DETAILS									
TASK #	Installation Method	Quantity	Depth (ft bbs)	Total Boring Footage (ft)	Screening Depth Interval 1 & Spacing	Screening Depth Interval 2 & Spacing	Screening Depth Interval 3 & Spacing	Quantity	Well Type	Well Diameter (in)	Depth (ft bbs)	Screen Interval (ft bbs)	Total Well Footage (ft)	Surface Casing Diameter (in)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	DPT	16	12	192	0-4 @1'	4-12 @ 2'							0			0	
2	DPT	1	24	24	0-4 @1'	4-24 @2'							0			0	
2	HSA/MR	7	12	84	0-4 @1'	4-12 @ 2'		7	MW	2	12	2-12	84			0	8" MH
2	HSA/MR	1	24	24	0-4 @1'	4-24 @2'		1	DW	2	24	18-24	24	6	14	14	8" MH
TOTALS				324									108			14	

FIGURE 1 FACID 308025174

Figure 1 - Proposed Soil Boring Locations

* = soil boring

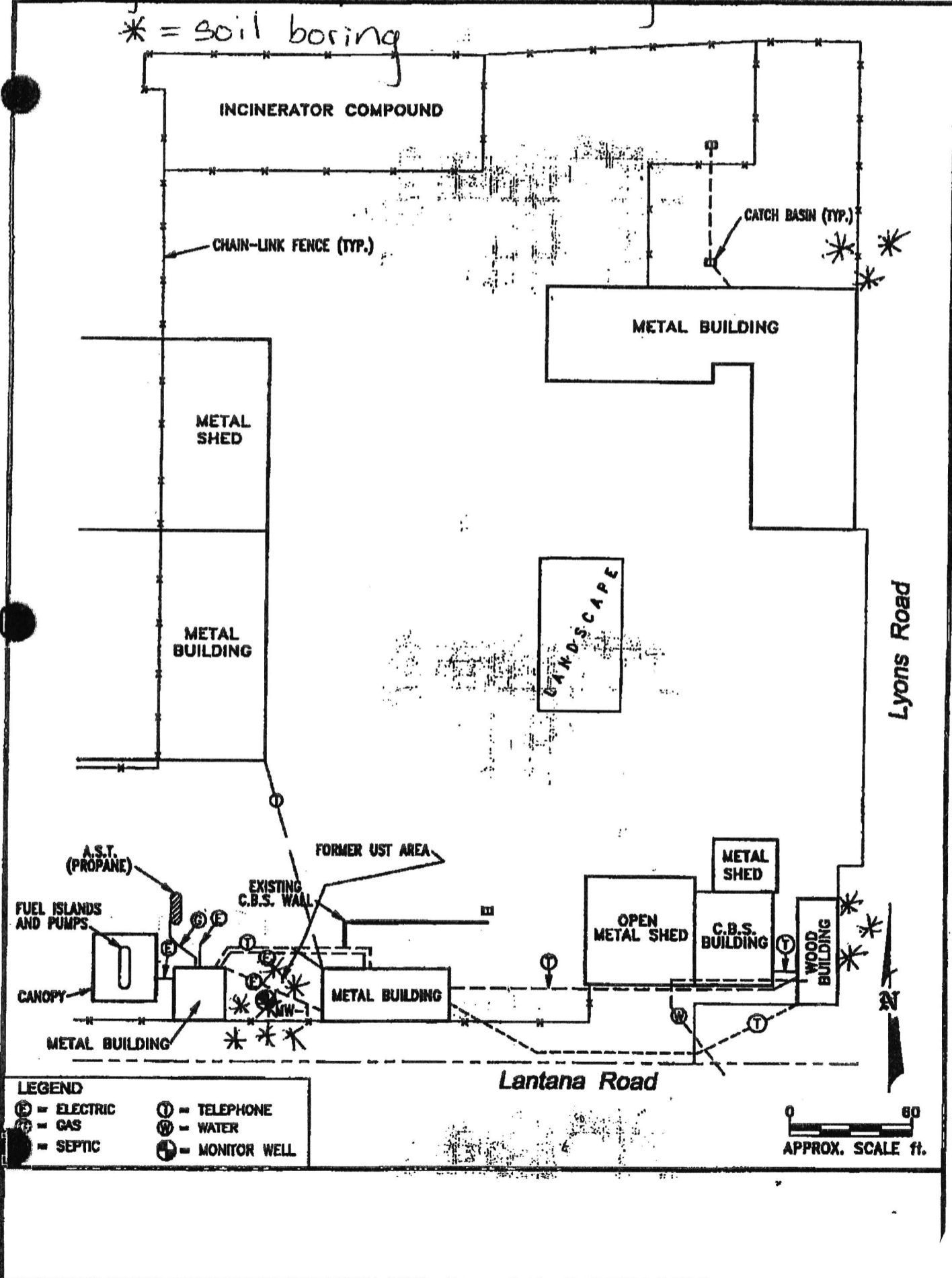


FIGURE 01.DWG