

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

```

=====
Meeting Date:  October 18, 2016           Consent          [ ] Regular
Department:                                 Workshop          [ ] Public Hearing

Submitted By:  Department of Airports

Submitted For:
=====

```

**I. EXECUTIVE BRIEF**

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

- (A) Permission To Enter Property Entry Agreement with Streamline Environmental, Inc. (Streamline) to access 1334 N. Perimeter Road in West Palm Beach at the Palm Beach International Airport (PBIA) for environmental assessment of County-owned property pursuant to the State of Florida, Department of Environmental Protection (FDEP) Petroleum Restoration Program.
- (B) Permission To Enter Property Entry Agreement with URS Corporation Southern (URS) to access 1334 N. Perimeter Road in West Palm Beach at PBIA for environmental assessment of County-owned property pursuant to the FDEP Petroleum Restoration Program.

**Summary:** On March 22, 2016 (R-2016-0334), the Board approved a Site Access Agreement with the FDEP to enter into contracts with companies for assessment and remediation activities associated with the Petroleum Restoration Program for 1334 N. Perimeter Road in West Palm Beach located at PBIA. Streamline and URS have now been contracted to perform these activities. Delegation of authority for execution of the standard County Permission To Enter Property Entry Agreements above was approved by the BCC in R-2015-1613. Countywide (AH)

**Background and Justification:** N/A

**Attachments** One (1) Standard Permission To Enter Property Entry Agreement (with Streamline)  
One (1) Standard Permission To Enter Property Entry Agreement (with URS)

=====

*gpb*  
Recommended By: Sam Bell 8/12/16  
Department Director Date

Approved By: John Baker 9/27/16  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT *</b>	=====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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 Simms                    

**III. REVIEW COMMENTS**

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

                    Jim P... 9/15/16                      
 OFMB 2/9/15

                    Dr. J. Jacobson 9/27/16                      
 Contract Dev. and Control  
 9/27/16

**B. Legal Sufficiency:**

                    Anne Delgent 9/28/16                      
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 9/03  
 ADM FORM 01  
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

A

**PERMISSION TO ENTER PROPERTY  
(Entry Agreement)**

**General**

1. This Entry Agreement is made and entered into this \_\_\_\_\_ day of MAY 23 2016 \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Streamline Environmental, Inc., 821 Sahlman Drive, Suite B, Tampa, FL 33605, telephone (813) 258-5561 ("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 1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8623072 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 (R2016-0334) 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: 561-471-7400

**Contractor:** Streamline Environmental, Inc.  
ATTN: Lawrence McClure  
821 Sahlman Drive, Suite B  
Tampa, FL 33605  
Phone: 813-781-2751  
E-Mail: [lawrence@streamlineenv.com](mailto:lawrence@streamlineenv.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.

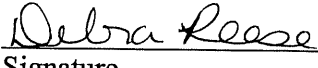
**Termination Date:** The permission to enter the property is granted from 30 days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

**(Remainder of page intentionally left blank)**

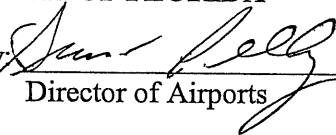
IN WITNESS WHEREOF, County and Contractor have executed this Entry Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

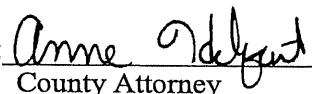
  
Signature  
Jeffrey S. Bolton  
\_\_\_\_\_  
Typed or Printed Name

  
Signature  
Debra Reese  
\_\_\_\_\_  
Typed or Printed Name

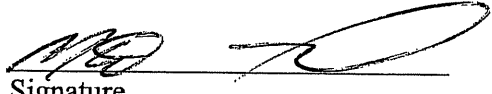
**PALM BEACH COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

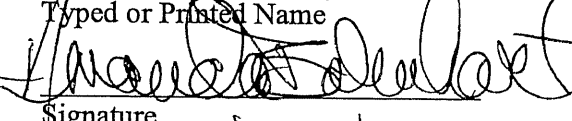
By:   
Director of Airports

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

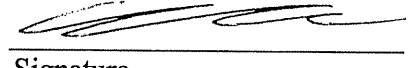
By:   
County Attorney

WITNESSES:

  
Signature  
Matt Leonard  
\_\_\_\_\_  
Typed or Printed Name

  
Signature  
Amanda Barnhart  
\_\_\_\_\_  
Typed or Printed Name

**CONTRACTOR:  
STREAMLINE ENVIRONMENTAL, INC.**

By:   
Signature  
Lawrence McClure  
\_\_\_\_\_  
Typed or Printed Name

Vice President  
Title

(Corporate Seal)

Exhibit "A"  
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude 26<sup>0</sup> 41' 25.4800 "  
Longitude 80<sup>0</sup> 4' 59.0400"

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude 26<sup>0</sup> 41' 25.8100 "  
Longitude 80<sup>0</sup> 4' 55.7800"

Exhibit "B"  
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement) dated 12-7-2015 (R-2016-0334)  
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 its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at *1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8514070 and 8623072*.
2. The Property. Owner owns the certain parcel(s) *PCN 00-43-43-32-00-000-1090* 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

R2016-0334

MAR 22 2015

WITNESSES:

Ray Warren

Signature  
Ray Warren

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: Jan Kelly  
County Administrator, or designee

DEC 01 2015

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Annie Delgant  
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

Sue-Felecia for

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

Felicia Mizener  
Signature of Witness

12/7/15  
Date

Felicia Mizener 12/7/15  
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#:50-8514070  
Latitude 26° 41' 25.8100"  
Longitude 80° 4' 59.0400"

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#:50-8623072  
Latitude 26° 41' 25.8100"  
Longitude 80° 4' 55.7800"

Exhibit "A"  
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SBC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude 26° 41' 25.4800 "  
Longitude 80° 4' 59.0400 "

AND:

Short Legal Description: 32-43-43, ALL OF SBC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude 26° 41' 25.8100 "  
Longitude 80° 4' 55.7800 "

Exhibit "C"  
To Entry Agreement

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

1. Performing or overseeing soil borings, soils sample collection, monitoring well installation, and monitoring well sampling.

## Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Friday, September 09, 2016




Insured: Streamline Environmental, Inc.

Insured ID: STREENV-PBC

Status: Compliant

ITS Account Number: PLC2197

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 7/26/2017			
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	\$2,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<b><u>Automobile Liability</u></b>			
Expiration: 8/26/2017			
Combined Single Limit:	\$1,000,000	\$1,000,000	
<b><u>Workers Compensation/Employers Liability</u></b>	WC Stat. Limits	WC Stat. Limits	
Expiration: 7/26/2017			

### Notifications

There were no deficiency letters issued.

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



**CERTIFICATE**  
(Corporation)

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

1. That Mike Roose is the Secretary of Streamline Environmental, 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 5<sup>th</sup> day of May, 2016, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

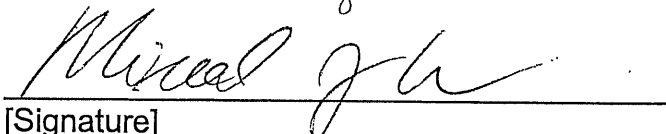
RESOLVED, that the Corporation shall enter into that certain Entry Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Lawrence McClure, the Vice President 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 5<sup>th</sup> day of May, 2016.

  
[Signature]

Corporate Seal

Michael J. Roose, Secretary  
Streamline Environmental, Inc.

# PERMISSION TO ENTER PROPERTY (Entry Agreement)

B

## General

1. This Entry Agreement is made and entered into this 8 day of AUGUST 2016 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and URS Corporation Southern, 7800 Congress Ave, Suite 200, Boca Raton, FL 33487, telephone (561) 994-6500 ("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 1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8514070 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 (R2016-0334) 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: 561-471-7400

**Contractor:** URS Corporation Southern  
7800 Congress Ave, Suite 200  
Boca Raton, FL 33487  
Phone 561-994-6500  
E-Mail: bob.cooper@aecom.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 Walter  
Signature  
RAY WALTER  
Typed or Printed Name

Steven K. Schlump  
Signature  
Steven K. Schlump  
Typed or Printed Name

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

By: Sam Kelly  
Director of Airports

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Anne Delgado  
County Attorney

WITNESSES:

Elizabeth H. McGill  
Signature  
Elizabeth H. McGill  
Typed or Printed Name

Kiara Pagan  
Signature  
Kiara Pagan  
Typed or Printed Name

CONTRACTOR:  
URS Corporation Southern

By: R.G. Cooper  
Signature  
R.G. Cooper  
Typed or Printed Name

V.P.  
Title



Exhibit "A"  
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude 26° 41' 25.4800 "  
Longitude 80° 4' 59.0400 "

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS) .

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude 26° 41' 25.8100 "  
Longitude 80° 4' 55.7800 "

Exhibit "A"  
To  
Entry Agreement

Exhibit "B"  
To  
Entry Agreement



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 *1334 N. Perimeter Road, West Palm Beach, FL 33406, FDEP Facility ID: 50-8514070 and 8623072.*

2. The Property. Owner owns the certain parcel(s) *PCN 00-43-43-32-00-000-1090* 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 Wacker  
Signature

RAY WACKER  
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: [Signature]  
County Administrator, or designee

DEC 01 2015

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Annie Helgert  
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

[Signature]  
Diane D. Pickett, P.G.  
Program Administrator  
Petroleum Restoration Program

[Signature]  
Signature of Witness

12/7/15  
Date

Felicia Mizener 12/7/15  
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id. #: 50-8514070  
Latitude 26° 41' 25.8100"  
Longitude 80° 4' 59.0400"

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id. #: 50-8623072  
Latitude 26° 41' 25.8100"  
Longitude 80° 4' 55.7800"

Exhibit "A"  
Legal Description of the Property

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8514070:

Latitude 26° 41' 25.4800 "  
Longitude 80° 4' 59.0400 "

AND:

Short Legal Description: 32-43-43, ALL OF SEC LYG WLY OF & ADJ TO AUSTRALIAN AVE R/W (LESS S 480 FT OF N 520 FT OF NW 1/4 OF NE 1/4, N 3/4 OF W 1/2 OF E 1/2 OF NE 1/4, BELVEDERE RD & SOUTHERN BLVD R/WS)

FDEP Coordinates(Degrees Minutes Seconds) for Facility 50/ 8623072:

Latitude 26° 41' 25.8100 "  
Longitude 80° 4' 55.7800 "

Exhibit "C"  
To Entry Agreement

Soil and Groundwater Assessment Activities in accordance with the FDEP cleanup directives:

1. Perform a Site Reconnaissance Visit to determine the number and integrity of existing monitoring wells to be sampled and accessible locations for soil boring installation.
2. Conduct groundwater sampling from all available on-site monitoring wells.
3. Oversee the installation of fifteen soil borings and collect soil samples.

## Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Friday, September 09, 2016

Insured: URS Corporation Southern

Insured ID: URSCORP-PBC

Status: Compliant

ITS Account Number: PLC2198

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 4/1/2017			
General Aggregate:	\$1,000,000	\$2,000,000	
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	
<b><u>Automobile Liability</u></b>			
Expiration: 4/1/2017			
Combined Single Limit:	\$1,000,000	\$1,000,000	
<b><u>Workers Compensation/Employers Liability</u></b>			
Expiration: 1/1/2017			
	WC Stat. Limits	WC Stat. Limits	

### Notifications

There were no deficiency letters issued.

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



**CERTIFICATE**  
(Corporation)

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

1. That Carol F. Brandenburg-Smith is the Corporate Secretary of URS Corporation\_Southern, a corporation organized and existing in good standing under the laws of the State of California 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 23<sup>rd</sup> day of March, 1981 and September 9<sup>th</sup>, 2004 in accordance with the laws of the State of California, the Articles of Incorporation and the By-laws of the Corporation:

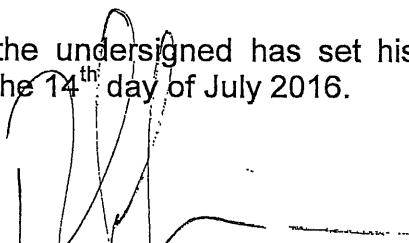
RESOLVED, that the Corporation shall enter into that certain Entry Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

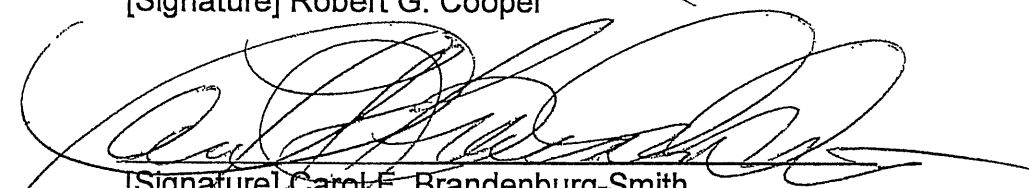
FURTHER RESOLVED, that Robert G. Cooper, the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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 14<sup>th</sup> day of July 2016.

  
\_\_\_\_\_  
[Signature] Robert G. Cooper

  
\_\_\_\_\_  
[Signature] Carol F. Brandenburg-Smith  
Associate Vice President & Corporate Secretary  
URS Corporation Southern

