

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: August 15, 2017

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:
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I. EXECUTIVE BRIEF

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

- A) Advanced Cleanup Program Agreement with the State of Florida, Department of Environmental Protection (FDEP) (DEP Contract No. AC 408) (AC Agreement), for expedited environmental remediation on County-owned property at the former Palm Tran facility at 1440 Perimeter Road at the Palm Beach International Airport (PBIA) (FDEP Facility ID 508514018) (Palm Tran Site), pursuant to FDEP's Advanced Cleanup (AC) Program.
- B) Permission To Enter Property (Entry Agreement) with Terracon Consultants, Inc. (Terracon), to access the Palm Tran Site to conduct the remediation provided for in the AC Agreement.

Summary: The County submitted an Advanced Cleanup Application (AC Application) (R2017-0151) to FDEP that was accepted. The AC Agreement is required to participate in the AC Program and is the standard form approved by the Board on November 22, 2016 (R2016-1674). The final AC Agreement provides for a 27% cost-share of the \$596,184.48 estimated total cleanup cost, including contingency, for a total of \$160,969.80, which is less than the cost-share amount of \$207,489.80, as proposed in the AC Application. The Entry Agreement is the standard form approved by the Board on November 17, 2015 (R2015-1613). **Countywide (AH)**

Background and Justification: Expedited remediation under the AC Agreement will enable future development of the Palm Tran Site.

Attachments:

- 1. AC Agreement with FDEP (1)
- 2. Entry Agreement with Terracon (1)

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Recommended By:  7/18/17
Department Director Date

Approved By:  8/9/17
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	160,970	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>160,970</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4111 Department 121 Unit A181373 Object 6101
 Reporting Category _____

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

The final AC Agreement provides for a 27% cost-share of the \$596,184.48 estimated total cleanup cost, including contingency, for a total of \$160,969.80, which is less than the cost-share amount of \$207,489.80, as proposed in the AC Application (R2017-0151).

C. Departmental Fiscal Review: CM Swine

III. REVIEW COMMENTS

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

[Signature] 7/25/17
 OFMB 9/7/24

[Signature] Jan-Lewin Jacobowitz
 Contract Dev. and Control
 7/27/17

B. Legal Sufficiency:

Anne Delgado 8/9/17
 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)

ADVANCED CLEANUP PROGRAM AGREEMENT
DEP CONTRACT NO. AC 408

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "Department"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida, and **Palm Beach County c/o Department of Airports** (hereinafter "Applicant"), whose mailing address is 846 Palm Beach International Airport, West Palm Beach, FL 33406 (collectively the "Parties") to perform advanced cleanup of certain contamination which is described in **Attachment A** of this Agreement at the Palm Beach County Transit Authority located at Building S-1440 Palm Beach International Airport, West Palm Beach, Palm Beach County, FDEP Facility I.D. #508514018.

WHEREAS, in accordance with Section 376.30713, Florida Statutes (F.S.), the Department is authorized to approve an application for advanced cleanup at eligible sites, prior to funding based on the site's priority ranking established pursuant to Section 376.3071(5)(a), F.S.;

WHEREAS, in accordance with Section 376.30713, F.S., the Department accepted Applicant's Advanced Cleanup (AC) application based on the Applicant's representations and covenants contained therein;

WHEREAS, consistent with Section 376.3071(5) F.S., and the rules and guidance adopted thereunder, the Department, in consultation with the Applicant and based on the Applicant's Limited Contamination Assessment Report and cost and schedule estimates, has conceptually agreed to the site rehabilitation strategy described in Attachment A, which the Applicant understands may be different than the course of action proposed in the AC application; and

WHEREAS, the Applicant and the Department desire to enter into an Agreement to share the costs of site rehabilitation as set forth below in order to effect site rehabilitation pursuant to Sections 376.3071 and 376.30713, F.S., and Chapter 62-780, Florida Administrative Code (F.A.C.).

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, and other good and valuable consideration, the Department and the Applicant do hereby agree as follows:

GENERAL.

1. Pursuant to chapter 62-772, F.A.C., the Applicant shall select a Petroleum Restoration Program ("PRP") Agency Term Contractor ("Contractor") to perform all work under this Agreement pursuant to the terms and conditions contained in the "Agency Term Contract" with the PRP. The Applicant shall contract separately with the Contractor to comply with Paragraphs 11 through 14 of this Agreement to effect site rehabilitation. The Applicant agrees to cause the Contractor to submit Work Assignment Plans in alignment

with the submitted rehabilitation strategy to the Department for internal review and agreement upon the final scope of services. The Department will review such proposal plans promptly in accordance with the internal procedures of the PRP including the Agency Term Contract and, if sufficient funding is available, will issue Work Assignments directly to the Contractor for implementation of the approved site rehabilitation strategy. The Contractor will submit the final Work Assignment Plan to the Department with their approved Term Contract Rate Sheet for development of the Purchase Request within the "My Florida Marketplace" (MFMP) procurement system. MFMP will issue a Purchase Order (P.O.) for the Contractor to begin the Work Assignment. The Work Assignment may proceed once the Department notifies the Contractor to start the rehabilitation work. Each Work Assignment is subject to the availability of funding at the time that the Work Assignment is fully executed by the Department and Contractor.

2. All activities associated with the performance of this Agreement shall be in conformance with the provisions of Chapter 376, F.S., and Chapter 62-780, F.A.C. All other terms and conditions, including payments by the Department of its cost share under this Agreement shall be construed in conformance with the provisions of Sections 376.3071 and 376.30713, F.S.

3. In addition to the limitations set forth in Section 376.30713, F.S., the limitations and provisions governing the Early Detection Incentive (EDI) Program as set forth in Section 376.3071, F.S., shall continue to apply. By entering into this Agreement, the Applicant is bound by the terms of this Agreement, even in the event that the facility's priority score comes in to funding range and would otherwise entitle the Applicant to proceed with site rehabilitation under Section 376.3071, F.S., during the term of this Agreement.

4. The Applicant understands that during the course of site rehabilitation, the Department may, based on the statutes, rules and guidance of the Department, revise the site rehabilitation strategy, attached hereto as **Attachment A**, due to technical or cost considerations. Any changes made by the Department to the site rehabilitation strategy which will not increase the Applicant's share of total cleanup costs specified in Paragraphs 6 and 12 may be made unilaterally by the Department and will not require the Applicant's consent. However, in this event the Applicant may elect, upon the Department's consent, to continue a more costly or aggressive site rehabilitation strategy at the Applicant's sole cost and expense, and the Department's obligation to cost share under this Agreement shall be suspended until such time as the Parties can mutually agree upon the appropriate future site rehabilitation strategy and costs. Changes proposed by the Department to the site rehabilitation strategy which would increase the Applicant's share of total cleanup costs in excess of the amount contemplated in Paragraph 6 will be made only with the Applicant's consent.

TERM OF AGREEMENT AND SPENDING LIMITS.

5. This Agreement is effective on the date of execution and shall be in effect for **48** months. The Department reserves the right to renew this Agreement for an additional period of time not to exceed the original term of the Agreement in order to effect site rehabilitation. The Agreement may be terminated earlier upon mutual agreement of the Parties. Additionally, the Department will not renew this Agreement if substantial progress is not made towards site rehabilitation on an annual basis and will terminate the Agreement.

6. The Department and the Applicant have estimated, based upon the site rehabilitation strategy and the submitted assessment documents, total costs under this Agreement by both parties cumulatively for the specified site rehabilitation activities to be estimated at **\$596,184.48** (the "Estimated Cost" plus 20%). The maximum amount of State funding that may be available under this Agreement is **\$435,214.67**, which represents the Department's estimated cost share (plus an additional reserved amount of 20% added to the Department's cost share) of the total costs of site rehabilitation. The Applicant recognizes that the Department's funding of site rehabilitation costs is subject to the availability of funding at the time each Work Assignment is fully executed, pursuant to Paragraph 1. The Parties understand that this Agreement shall not result in the encumbering of State funds upon Agreement execution. The Parties recognize that due to unforeseen circumstances which may exist or occur at the site during site rehabilitation, actual site rehabilitation costs may either exceed or be less than this Estimated Cost. In the event that total cumulative costs under this Agreement exceed the Estimated Cost, the Parties agree to cost share, in their respective proportions, any excess site rehabilitation costs up to 20% over the Estimated Cost. At any time during this Agreement, or any fully executed Work Assignment, it becomes evident that site rehabilitation costs will exceed the Estimated Cost by more than 20% or if Department funding is not available, the Parties agree to reevaluate this Agreement, and to suspend site rehabilitation under this Agreement, if necessary, for a term not to exceed six months. If the Parties agree to continue site rehabilitation under this Agreement in their respective cost share amounts, the Department reserves the right to amend this Agreement to increase or decrease the total amount of State funding which may be available under this Agreement, if the Department finds it necessary or desirable to do so.

COVENANTS AND REPRESENTATIONS OF THE DEPARTMENT.

7. Based on the Applicant's cost-sharing/cost savings commitment to pay **27.00%** of the total costs of site rehabilitation as specified by the Applicant in the AC application, the Department's cost share is **73.00%**. In accordance with Section 376.30713, F.S., and Paragraph 1 of this Agreement, the Department will negotiate Work Assignments with the Contractor, and will thereby be responsible to the Contractor solely for the Department's percentage of its cost share as specified in the Work Assignment.

8. The Department will review and approve site rehabilitation activities in accordance with the terms of the Work Assignments and Chapter 62-780, F.A.C., and shall make

copies of such documents available to the Applicant. The Applicant is further advised and understands that the Department may task a locally contracted county with review of site rehabilitation documents or issuance of Work Assignments under this Agreement.

9. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement or any executed Work Assignment is contingent upon an annual appropriation by the Legislature. The Parties further understand that the execution of a Work Assignment is contingent upon the availability of funding at the time of Work Assignment execution.

COVENANTS AND REPRESENTATIONS OF THE APPLICANT.

10. The Applicant specifically readopts and reaffirms the covenants and representations made in its AC Application. To the extent that this Agreement does not specifically provide otherwise, the AC Application terms and conditions, as well as the representations and covenants of the Applicant contained in the AC Application are hereby incorporated by reference. The Applicant further represents that it is a corporation in good standing in the State of Florida and is able to fully perform its duties under this Agreement. The Applicant acknowledges that the execution of a Work Assignment by the Department and Contractor is subject to the availability of funding needed to carry out the activities described under the Work Assignment. The Applicant understands that this Agreement shall not result in the encumbering of State funds upon execution of the Agreement.

11. Within 30 days of execution of this Agreement, the Applicant shall submit a Cost Share Site Contractor Selection Sheet (**Attachment B**) to the Department for pursuant to Chapter 62-772 F.A.C. In addition, the Applicant shall submit a Responsible Party Affidavit (**Attachment C**) to the Department before assigned work at the facility can take place.

12. The Applicant has made a cost-sharing/cost savings commitment to pay **27.00%** of the total costs of site rehabilitation as specified in the AC Application, which is estimated, based on the Limited Contamination Assessment Report and additional information submitted in the AC Application, to be **\$160,969.81** (including an additional reserved amount of 20% added to the Applicant's cost share). The Applicant shall provide within five days of execution a copy of any and all agreements with any Contractor performing site rehabilitation activities subject to this Agreement. The Applicant is prohibited from entering into any agreement with the Contractor which would have the effect of reducing the Applicant's cost share commitment under this Agreement.

13. The Applicant shall be subject to the prompt payment provisions of Section 215.422, F.S., upon receipt of an invoice for its cost share commitment from the Contractor, when such invoice is accompanied by a written approval by the Department of the work completed. Within **21** days of payment to the Contractor, the Applicant shall provide to the Department proof of such payment, which shall include a copy of the Applicant's

paid and canceled check to the Contractor. Alternatively, Applicant can require the Contractor to certify to the Department that the invoice amount specified in the certification was paid and indicating the date such payment was received by the Contractor from the Applicant. Failure of the Applicant to timely and adequately pay the Contractor shall be considered a material breach of this Agreement pursuant to paragraph 15.

14. The Applicant shall maintain books, records, documents and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Department, the State of Florida or its authorized representatives shall have access, without cost, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five years following termination of this Agreement.

TERMINATION OF AGREEMENT AND REMEDIES FOR BREACH OF AGREEMENT.

15. This Agreement may be terminated for material breach of obligations by either Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Party within 14 days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. If the breach is remedied within 15 days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 days of the notice, the Agreement may be terminated within 15 days of the close of the 15 day remedy period. In the event that the Department determines, in its sole discretion, that the Applicant is in breach of this Agreement, the Department reserves the right to exercise all remedies at law and equity, including but not limited to a suit for specific performance. In the event that the Department is in breach of this Agreement, then the Applicant reserves the right to exercise all remedies at law.

16. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Applicant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S., and made or received by the Applicant in conjunction with this Agreement.

17. The Department reserves the right to unilaterally cancel this Agreement if the Applicant, the contractor selected to perform the cleanup, or any subcontractor is denied access to the site by the property owner.

NOTICES.

18. Any notice or written communication required or permitted hereunder between the parties shall be considered delivered when posted by Certified Mail, Return Receipt Requested, received by the appropriate Party Representative by email or delivered in

person to the appropriate Party Representative, as designated below. The Department shall give reasonable notice (and not less than any specifically required under this Agreement) of its inspection of documents, conduct of audits, review of files, request for information, request for copies or otherwise relating to the exercise of such rights as referred to in this Agreement. Party Representatives are as follows:

For the Department:

Grant Willis
Advanced Cleanup Coordinator
Petroleum Restoration Program
Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
Phone (850) 245-8886
Email address: grant.willis@dep.state.fl.us

For the Applicant:

Bruce Pelly
Director of Airports
Palm Beach County Department of Airports
West Palm Beach, FL 33406
Phone: (561) 471-7403
Email address: lmbeebe@pbia.org

Each Party shall have the right to change its Representative upon ten days written notice to the other Party.

AMENDMENTS.

19. Any amendment to this Agreement must be in writing and signed by the Parties.

ASSIGNMENT.

20. This Agreement shall not be assigned by either Party without prior written consent of the non-assigning Party. The Department shall require that any entity willing to accept assignment of this Agreement show a financial ability to fulfill the duties contained herein.

CHOICE OF LAW/FORUM.

21. The Parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

ENTIRE AGREEMENT.

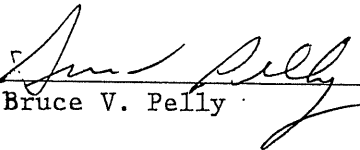
22. It is hereby understood and agreed that this Agreement states the entire agreement and understandings between the Parties, and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement.

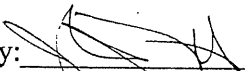
NO ADMISSION OF LIABILITY.

23. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any Party, by the Parties as between themselves or by any other person or entity not a Party. However, nothing in this Paragraph is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of this Agreement against any Party to this Agreement by any Party to this Agreement.

Applicant – Palm Beach County

The Department

By: 
Bruce V. Pelly

By: 
John J. Truitt
Deputy Secretary, Regulatory Programs
Department of Environmental Protection

Title: Director of Airports

Date: JUNE 19, 2017

Date: 6/26/2017

Attachments: Attachment A - Site Rehabilitation Strategy Summary/Cost Estimate
Attachment B - Cost Share Contractor Recommendation Form
Attachment C – Responsible Party Affidavit

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

FORM APPROVED BY
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS
November 22, 2016
R2016-1674


Assistant County Attorney

ATTACHMENT A



June 2, 2017 (Revised 2)

Florida Department of Environmental Protection
Petroleum Restoration Program
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Attention: Grant Willis, Advanced Cleanup Coordinator
P: (850) 245-8886
E: Grant.Willis@dep.state.fl.us

Re: Proposed Course of Action
Advanced Cleanup Program Application
Former Palm Tran Facility
Palm Beach International Airport, Former Building S-1440
West Palm Beach, Palm Beach County, Florida
DEP Facility No. 50/8514018
Discharge Date: 11/05/1987 (EDI), Priority Score: 10
Terracon Project No: HD167053

Dear Mr. Willis:

Terracon Consultants, Inc. (Terracon), on behalf of the Palm Beach County, is providing this proposed course of action for Advanced Cleanup Program (ACP) remediation at the above-referenced site.

A. PROJECT INFORMATION

The Palm Beach County Department of Airports is considering long-term lease of Palm Beach International Airport property, which contains the Former Palm Tran Facility. Former Palm Tran reported a discharge in November 1987 that subsequently became eligible for State-funded cleanup under the Early Detection Incentive (EDI) program with a low priority cleanup score of 10. In November 2015, Terracon completed a Low Score Site Initiative (LSSI) Assessment on behalf of the Florida Department of Environmental Protection (DEP) per Work Order 2015-95-W8884A. The LSSI Assessment report documented soil and groundwater impacts and concluded that the Former Palm Tran Facility did not qualify for LSSI No Further Action (NFA) or a Site Rehabilitation Completion Order (SRCO) due to petroleum concentrations exceeding soil cleanup target levels (SCTLs) in the vadose zone. Based on the LSSI Assessment results, it was recommended that the Former Palm Tran Facility await State-funded cleanup in priority score order.

Terracon Consultants Inc. 1225 Omar Road West Palm Beach, Florida 33405
P 561-689-4299 F 561-689-5955 terracon.com

Environmental



Facilities



Geotechnical



Materials

In August 2016, Terracon completed additional assessment activities at the site and prepared a Limited Contamination Assessment Report (LCAR) in accordance with the DEP's June 9, 2000 LCAR Preparation Guidance document. The objective of the assessment activities was to delineate the extent of soil and groundwater petroleum impacts identified during previous LSSI Assessment so that a proposed course of action for site rehabilitation could be developed for submittal with an ACP application to the DEP. A copy of the LCAR, which includes the LSSI Assessment, is provided as an attachment to the ACP application package submitted by Palm Beach County.

B. PROPOSED COURSE OF ACTION

Based on the 2015 and 2016 assessment data, we believe the best course of action for site rehabilitation would be to conduct bulk source removal of petroleum-impacted soils in the vadose zone as well as over-excavation of affected soils below the water table (including the smear zone estimated at 4 to 7 feet below ground surface [bgs]) to a depth of approximately 10 feet bgs. It is anticipated that dewatering will not be needed for the excavation of deeper soils. Short-term (<30 days) open excavation air sparging to reduce petroleum concentrations in exposed groundwater is recommended immediately after source removal, prior to backfilling.

Provided hereafter is a more detailed description of the proposed tasks for site rehabilitation including reference to the Agency Term Contractor (ATC) Schedule of Pay Items (SPI) spreadsheet pay item for each task. A timetable for conducting site rehabilitation activities is provided in the following section.

Task 1 – Pre-Source Removal Work

- Obtain a site property access agreement (Pay Item 1-5a)
- Prepare Site Health and Safety Plan (Pay Item 1-2)
- Advance a shallow hand auger boring within the petroleum contaminated area for the collection of a “pre-burn” soil sample for completion of the Clean Earth thermal incineration profile. The collected soil sample will be analyzed for volatile organic compounds (VOC) by EPA Method 8260, PAH by EPA Method, TPRH by the FL-PRO Method and total arsenic, cadmium, chromium and lead by EPA Method 6020. (Pay Items 3-1, 5-2, 8-6, 9-5, 9-6, 9-8, 9-11, 9-12, 9-13, 9-14)

Task 2 – Source Removal Activities

- Prepare a Level 2 Limited Scope Remedial Action Plan describing the proposed source removal and open excavation air sparging. (Pay Item 19-14)
- Install temporary disposable plastic construction fencing around the work area (for 20-week duration of Task 2 activities). Mobilize field oversight team and excavation contractor to site. (Pay Items 3-1, 3-12, 3-16, 15-7)
- Remove surface asphalt (estimated 3,169 square feet [sf]) and concrete pavement (estimated 3,200 sf) from the source removal area. The area of pavement removal (i.e. total 6,369 sf) allows for 1:2 slope to be achieved for the 5,598 sf soil removal area at 10 feet

Responsive ■ Resourceful ■ Reliable

- deep. The volume of material to be removed assumes asphalt pavement is 2 inches thick and concrete pavement 5 inches thick and assumes a 2 ton per cubic yard weight ratio. (Pay Items 12-1, 12-4, 12-5)
- Excavate petroleum-impacted soils up to 10 feet deep in a 5,058 sf area (estimated at 1,873 cubic yards). Approximately 125 cubic yards of the material excavated from the upper approximately 3 feet in the source removal area is considered non-impacted overburden based on prior organic vapor analyzer (OVA) data and will be reused as fill material above groundwater. Based on the calculations of the source removal area minus the overburden, the total volume to be disposed is estimated at 1,748 cubic yards, which equals approximately 2,447 tons (based on a conversion factor of 1.4 cy per ton). Refer to attached Exhibit 1 depicting the approximate limits of the source removal area and area of overburden. An OVA will be used in the field to determine the actual source removal excavation limits. Based on soil analytical data from recent assessment, an OVA reading threshold of approximately 1,000 parts per million (ppm) was used for estimating the volume of petroleum contaminated soil. The Palm Beach Department of Airports may, at its discretion and cost, dispose and replace soils rendering petroleum odors with OVA readings less than 1,000 ppm. Terracon will collect confirmation soil samples from the sidewalls of the excavation at eight locations for analysis for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 8-6, 8-11, 9-2, 9-5, 9-8, 10-8)
 - Transport the impacted soils to Clean Earth's facility located in Moorehaven, Florida for thermal incineration. (Pay Items 12-8, 12-12)
 - Perform short-term open excavation air sparging by constructing and deploying weighted sparge screens which lay in the bottom of the excavation. The weighted screens will be moved around the excavation at least once per week of system operation. The sparge points will be connected with piping to a 375 cfm air compressor operated approximately 8 hours a day for up to 20 days (weekends not included). A technician will mobilize to the site on a daily basis during sparging (during the week) for start-up of the compressor, monitoring of OVA readings in the breathing zone, movement of the sparge screens, and fueling of the compressor. (Pay Items 3-1, 6-1, 16-20, 20-8, 21-7b, 22-1).
 - Upon completion of air sparging, backfill the submerged portion of the excavation from 10 to 5 feet bgs using #57 stone, covered with a geotextile fabric layer, and filled from 5 feet to grade using general fill soils (imported and overburden) which will be compacted in 1-foot lifts to meet 95% compaction (density testing included). The backfill volume for soil assumes a conversion factor of 1.4 tons per cubic yard and a 15% volume increase for general fill to compensate for compaction and compensating for backfilling the pavement removed. The backfill volume for #57 stone assumes a conversion factor of 1.8 tons per cubic yard (Pay Items 3-1, 3-16, 3-20, 10-15, 10-17).
 - Prepare Source Removal Report, considers two report review line items due to the scope of services (Pay Items 19-1, 21-13)

Task 3 – Monitoring Well Re-installation and Quarter 1 Post Active Remediation Monitoring (PARM)

- Re-install monitoring wells MW-1, MW-2, MW-4 and MW-5. Re-measure monitoring well top-of-casing elevations. (Pay Item 1-4, 1-7, 3-1, 3-7a, 6-1, 6-10, 21-4)
- Perform Quarter 1 PARM groundwater monitoring event including the sampling of eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 4 – Quarter 2 PARM

- Perform Quarter 2 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 5 – Quarter 3 PARM

- Perform Quarter 3 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 6 – Quarter 4 PARM

- Perform Quarter 4 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM Annual report. (Pay Item 19-8, 21-20)

Task 7 – Site Closure

- Upon approval from DEP, abandon site monitoring wells MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8 and an undocumented 4-inch diameter site monitoring well (Pay Items 1-4, 1-7, 3-1, 3-3, 7-1, 7-2, 7-7).
- Prepare monitoring well abandonment report. (Pay Item 19-26).

C. TIMETABLE FOR CLEANUP

The schedule for conducting site activities described in the above-proposed course of action is as follows:

TIMETABLE FOR CLEANUP		
Task	Weeks	Completion Date*
1 – Pre-Source Removal Work	4	September 4, 2017
2 – Source Removal Activities	20	January 22, 2018
3 – Monitoring Well Re-installation and Quarter 1 PARM	12	April 16, 2018
4 – Quarter 2 PARM	12	July 9, 2018
5 – Quarter 3 PARM	12	October 1, 2018
6 – Quarter 4 PARM	12	December 24, 2018
7 – Site Closure	6	February 4, 2019
TOTAL PROJECT DURATION:	78 weeks or 18 months (Completion estimated: February 2019)	

*Assumes a start date of August 1, 2017, which provides approximately three months after ACP Application submittal to allow time for selection, contracting and coordination. Schedule includes approximately 30 days for DEP review of submittals.

D. ESTIMATED CLEANUP COSTS

Provided hereafter is a summary of the cleanup costs for the proposed tasks for site rehabilitation. Detailed costs using the ATC SPI units rates is provided as an attachment to this document.

ESTIMATED CLEANUP COSTS	
Task	Estimated Cost
1 – Pre-Source Removal Work	\$1,342.59
2 – Source Removal Activities	\$463,037.67
3 – Monitoring Well Re-installation and Quarter 1 PARM	\$11,566.16
4 – Quarter 2 PARM	\$5,003.16
5 – Quarter 3 PARM	\$5,003.16
6 – Quarter 4 PARM	\$5,853.16
7 – Site Closure	\$5,014.50
TOTAL ESTIMATED PROJECT COST:	\$496,820.40

Should you have any questions or comments regarding the proposed course of action for rehabilitation of the Former Palm Tran Facility, do not hesitate to contact the undersigned.

Sincerely,
Terracon Consultants, Inc.



Andrew Petric, P.G.
Project Manager



/FOR
Eric Krebill, P.G.
Senior Associate

Attachment: Agency Term Contractor (ATC) Schedule of Pay Items (SPI) Spreadsheet
Exhibit 1 - Map Depicting Source Removal Area

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

Facility Name: Former Palm Tran
7-Digit Facility ID #: 8514018
County: 50
Region: South
Site Manager Name:
Site Manager Phone:
Site Manager Email:

Contractor: Terracon Consultants, Inc.
CID #: 01128 Retainage %: 10% Purchase Order:
Contract #: GC881 FDEP Cost Share %: 100.00% Download Date: 3/15/16 13:46
SPI ID #: 5556 Total Extended Cost: \$ 496,820.40 Assignment Type: CSF
Without Handling Fee: \$ 496,219.02
Transition Agreement: Yes No

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1									
1-2.	Site Health & Safety Plan	Per Site	1	\$ 400.00	\$ 400.00	0	0	\$ -	1
1-5.a.	Site Property Access Agreement for Source Property (no cost to FDEP)	Per Agreement	1	\$ -	\$ -	0	0	\$ -	1
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	1	\$ 112.00	\$ 112.00	0	0	\$ -	1
8-6.	Soil/Sediment Sample Collection	Per Sample	1	\$ 61.50	\$ 61.50	0	0	\$ -	1
9-5.	Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310)	Per Sample	1	\$ 89.32	\$ 89.32	0	0	\$ -	1
9-6.	Soil, Priority Pollutant Volatile Organics (EPA 8260)	Per Sample	1	\$ 100.00	\$ 100.00	0	0	\$ -	1
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	1	\$ 59.42	\$ 59.42	0	0	\$ -	1
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.35	\$ 10.35	0	0	\$ -	1
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
		RETAINAGE			\$ 134.26	\$ -		\$ 111.38	\$ 22.88
		SUBTOTAL			\$ 1,342.59	\$ -		\$ 1,113.75	\$ 228.84
Task 2									
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	9823	\$ 0.06	\$ 589.38	0	0	\$ -	9823
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	9	\$ 480.00	\$ 4,320.00	0	0	\$ -	9
3-12.	Excavator Mobilization - > 100 miles each way	Per Round Trip	1	\$ 1,000.00	\$ 1,000.00	0	0	\$ -	1
3-16.	Loader/Backhoe Mobilization - > 100 miles each way	Per Round Trip	2	\$ 600.00	\$ 1,200.00	0	0	\$ -	2
3-20.	Drum Compactor mobilization - > 100 miles each way	Per Round Trip	1	\$ 725.00	\$ 725.00	0	0	\$ -	1
6-1.	Well Installation - 1 inch diameter	Per Foot	225	\$ 31.00	\$ 6,975.00	0	0	\$ -	225
8-6.	Soil/Sediment Sample Collection	Per Sample	8	\$ 61.50	\$ 492.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-2.	Soil, BTEX + MTBE (EPA 8021 or EPA 8260)	Per Sample	8	\$ 47.25	\$ 378.00	0	0	\$ -	8
9-5.	Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310)	Per Sample	8	\$ 89.32	\$ 714.56	0	0	\$ -	8
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 59.42	\$ 475.36	0	0	\$ -	8
10-8.	Conventional Soil Excavation and Loading > 300 cubic yards	Per Cubic Yard	1873	\$ 33.65	\$ 63,026.45	0	0	\$ -	1873
10-15.	Clean Backfill Material, Compaction and Testing (includes transport) > 300 cubic yards	Per Cubic Yard	1350	\$ 31.74	\$ 42,849.00	0	0	\$ -	1350
10-17.	#57 Stone	Per Ton	1573	\$ 56.00	\$ 88,088.00	0	0	\$ -	1573
12-1.	Removal and Loading of Asphalt and/or Concrete - up to 4 inch thickness	Per Square Foot	6369	\$ 3.68	\$ 23,437.92	0	0	\$ -	6369
12-4.	Transport and Disposal of Clean Concrete	Per Ton	99	\$ 42.00	\$ 4,158.00	0	0	\$ -	99
12-5.	Transport and Disposal of Mixed Debris	Per Ton	40	\$ 53.00	\$ 2,120.00	0	0	\$ -	40
12-8.	Transport Petroleum Impacted Soil (bulk) > 100 miles	Per Ton	2447	\$ 43.00	\$ 105,221.00	0	0	\$ -	2447
12-12.	Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk) > 450 tons	Per Ton	2447	\$ 33.00	\$ 80,751.00	0	0	\$ -	2447
15-7.	Compound Construction/Fencing (materials)	Reimbursable*	2349	\$ 1.00	\$ 2,349.00	0	0	\$ -	2349
19-1.	Soil Source Removal Report	Per Report	1	\$ 1,850.00	\$ 1,850.00	0	0	\$ -	1
19-14.	Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan	Per Plan	1	\$ 2,569.00	\$ 2,569.00	0	0	\$ -	1

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
					RETAINAGE			\$ -	\$ 500.32
					SUBTOTAL			\$ -	\$ 5,003.16
Task 6									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-8.	Natural Attenuation or Post RA Monitoring Report, Annual	Per Report	1	\$ 1,275.00	\$ 1,275.00	0	0	\$ -	1
21-20.	P.G or P.E. Review, Evaluation and Certification of an Annual Natural Attenuation Monitoring Report	Per Report	1	\$ 525.00	\$ 525.00	0	0	\$ -	1
					RETAINAGE			\$ -	\$ 585.32
					SUBTOTAL			\$ -	\$ 5,853.16
Task 7									
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	100	\$ 1.00	\$ 100.00	0	0	\$ -	100
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	100	\$ 0.06	\$ 6.00	0	0	\$ -	100
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
3-3.	Heavy Duty/Stakebed Truck (3/4 ton +) - ≤ 100 miles each way	Per Round Trip	1	\$ 490.00	\$ 490.00	0	0	\$ -	1
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	104	\$ 14.50	\$ 1,508.00	0	0	\$ -	104
7-2.	Grout and Abandon Well, > 2 to 4 inch diameter	Per Foot	13	\$ 23.50	\$ 305.50	0	0	\$ -	13
7-7.	Removal of Well Pad and Manhole	Per Well	9	\$ 200.00	\$ 1,800.00	0	0	\$ -	9
19-26.	Well Abandonment/Site Restoration Report	Per Report	1	\$ 325.00	\$ 325.00	0	0	\$ -	1
					RETAINAGE			\$ -	\$ 501.45
					SUBTOTAL			\$ -	\$ 5,014.50
					TOTAL COST			\$ -	\$ 496,820.40

Version: 8.1

Owner Cost Share:	\$ -	\$ -	\$ -	\$ -
FDEP Cost Share:	\$ 496,820.40	\$ -	\$ 1,113.75	\$ 495,706.65
Retainage:	\$ 49,682.06	\$ -	\$ 111.38	\$ 49,570.68
FDEP Less Retainage:	\$ 447,138.34	\$ -	\$ 1,002.37	\$ 446,135.97

Site Manager Approval: _____
Print Name

Signature

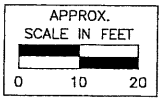
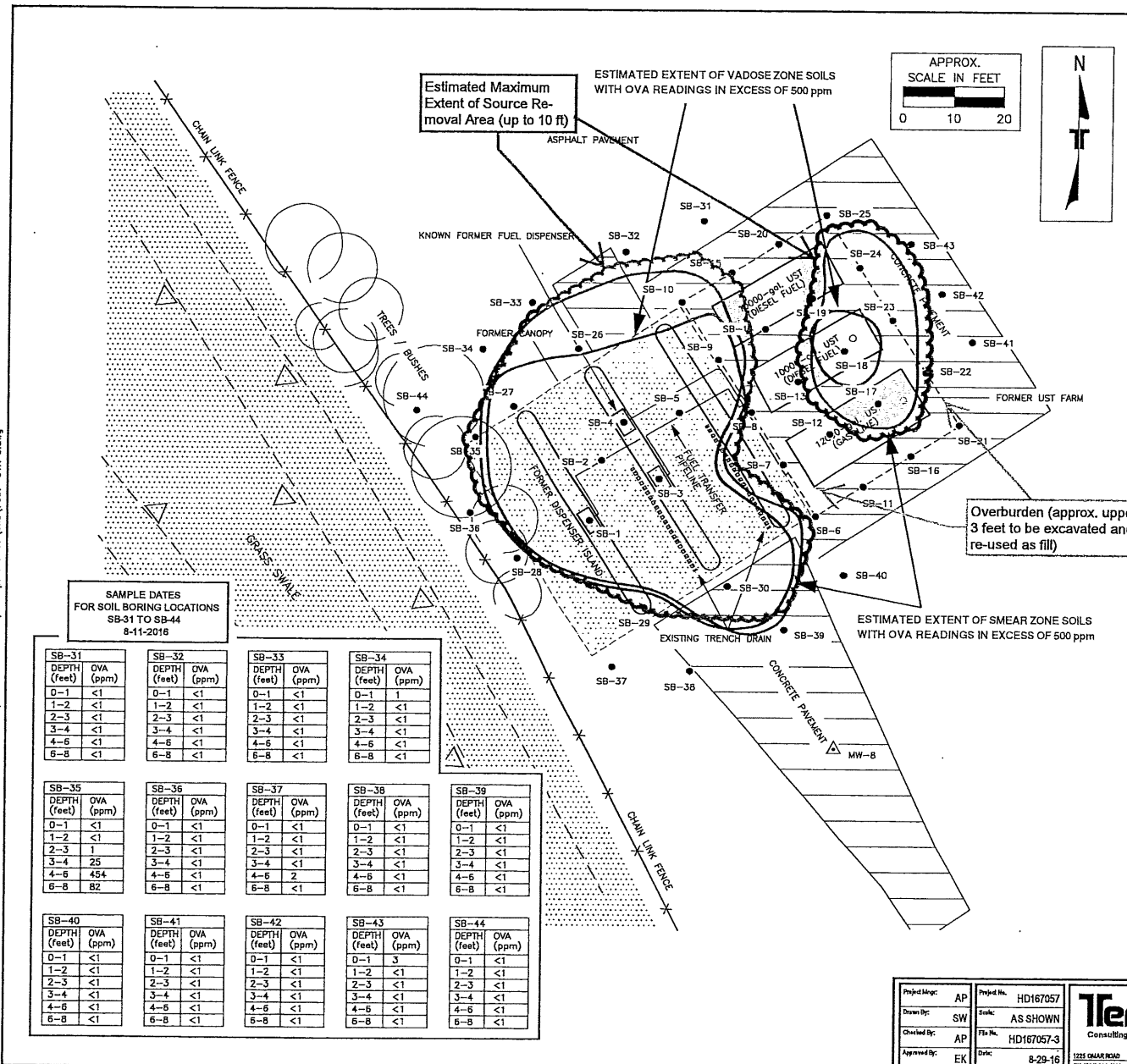
Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
20-8.	Field Technician (Key)	Per Hour	220	\$ 75.00	\$ 16,500.00	0	0	\$ -	220
21-7.b.	P.E. Project Oversight for Short Term or Episodic Remediation System Operation - Weekly Basis	Per Week	4	\$ 1,200.00	\$ 4,800.00	0	0	\$ -	4
21-13.	P.G. or P.E. Review, Evaluation and Certification of a Soil Source Removal Report That Includes a Recommendation for NFA	Per Report	2	\$ 450.00	\$ 900.00	0	0	\$ -	2
22-1.	Construction of piping system for short-term open-excavation Air Sparge system	Reimbursable*	2390	\$ 1.00	\$ 2,390.00	0	0	\$ -	2390
22-2.	375 CFM Air Compressor Rental and Fueling costs (4 weeks), Estimated	Reimbursable*	5084	\$ 1.00	\$ 5,084.00	0	0	\$ -	5084
		RETAINAGE			\$ 46,303.77	\$ -		\$ -	\$ 46,303.77
		SUBTOTAL			\$ 463,037.67	\$ -		\$ -	\$ 463,037.67
Task 3									
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	100	\$ 1.00	\$ 100.00	0	0	\$ -	100
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	100	\$ 0.06	\$ 6.00	0	0	\$ -	100
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	2	\$ 480.00	\$ 960.00	0	0	\$ -	2
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	1	\$ 605.00	\$ 605.00	0	0	\$ -	1
6-1.	Well Installation - 1 inch diameter	Per Foot	52	\$ 31.00	\$ 1,612.00	0	0	\$ -	52
6-10.	Above Grade Well Completion	Per Well	4	\$ 340.00	\$ 1,360.00	0	0	\$ -	4
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
21-4.	P.G. Field Oversight of Well Installation (Use hourly rate on site specific basis)	Per Hour	16	\$ 150.00	\$ 2,400.00	0	0	\$ -	16
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
		RETAINAGE			\$ 1,156.62	\$ -		\$ -	\$ 1,156.62
		SUBTOTAL			\$ 11,566.16	\$ -		\$ -	\$ 11,566.16
Task 4									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
		RETAINAGE			\$ 500.32	\$ -		\$ -	\$ 500.32
		SUBTOTAL			\$ 5,003.16	\$ -		\$ -	\$ 5,003.16
Task 5									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS

 Date of Review Letter

Aug30, 2016 - 10:31 am. M:\Projects-Other Offices\West Palm Beach\2016\10167057\0ad\7057-OVA 3.dwg



LEGEND

- TERRACON SOIL BORING
- SOIL OVA READING (ppm)
- OVA - ORGANIC VAPOR ANALYZER
- ppm - PARTS PER MILLION

* USTs have been previously removed

SAMPLE DATES FOR SOIL BORING LOCATIONS SB-1 TO SB-30 10-12-2015

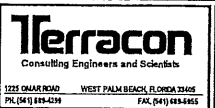
SB-1	SB-2	SB-3	SB-4	SB-5	
DEPTH (feet)	OVA (ppm)	DEPTH (feet)	OVA (ppm)	DEPTH (feet)	OVA (ppm)
0-1	<1	0-1	48	0-1	<1
1-2	3	1-2	528	1-2	252
2-3	60	2-3	9999+	2-3	471
3-4	9999+	3-4	9999+	3-4	9999+
4-6	9999+	4-6	9999+	4-6	9999+
6-8	9999+	6-8	9999+	6-8	9999+

SAMPLE DATES FOR SOIL BORING LOCATIONS SB-31 TO SB-44 8-11-2016

SB-31	SB-32	SB-33	SB-34
DEPTH (feet)	OVA (ppm)	DEPTH (feet)	OVA (ppm)
0-1	<1	0-1	<1
1-2	<1	1-2	<1
2-3	<1	2-3	<1
3-4	<1	3-4	<1
4-6	<1	4-6	<1
6-8	<1	6-8	<1

Project Mgr: AP
 Drawn By: SW
 Checked By: AP
 Approved By: EK

Project No. HD167057
 Status: AS SHOWN
 File No. HD167057-3
 Date: 8-29-16



Source Removal Area
 LIMITED CONTAMINATION ASSESSMENT REPORT
 FORMER PALM TRAN FACILITY
 PALM BEACH INTERNATIONAL AIRPORT (PBI) - BLDG. S-1440
 WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA
 FDEP FACILITY ID No. 50 / 8514016

EXHIBIT
 1



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

ATTACHMENT B PETROLEUM RESTORATION PROGRAM

COST SHARE SITE CONTRACTOR SELECTION SHEET

The Responsible Party (RP) may use this sheet to select an Agency Term Contractor to perform work pursuant to a cost-share agreement in the Petroleum Restoration Program (PRP) that meets the 25% or higher cost share requirement pursuant to Chapter 62-772, F.A.C., Procurement Procedures for the Petroleum Restoration Program. The entity selecting the Contractor must be a party to the executed cost share agreement.

Site Name: Palm Beach County Transit Authority FDEP Facility ID#: 50-8514018
Site Address: Building 1440 Palm Beach International Airport Parcel ID#: _____
Responsible Party Name: Palm Beach County
Responsible Party Rep. Name & Title: John Tierney, Regulatory Specialist
Responsible Party Rep. Phone # & E-mail: (561) 233-0252 jtierney@pbcgov.org

Select only one of the contractor options listed below:

- A PRP Agency Term Contractor: Co. Name: Terracon Consultants, Inc. DEP Contractor ID#: 01128
Rep. Name & Title: Andrew Petric, Project Manager
Rep. Phone # & E-mail: (561) 494-7016 andrew.petric@terracon.com
- Allow the DEP to select a competitively procured contractor for the next scope of work in accordance with s. 287.057, F.S.

I understand that the contractor selection option chosen above cannot be changed once it has been approved by the Department, unless poor performance by the Contractor is affirmatively demonstrated.

John Tierney, Regulatory Specialist

Responsible Party Rep. Name & Title

John Tierney
Signature

12/13/2016
Date

Completed forms should be sent to the letterhead address, Mail Station 4580, Attention: Robert Perlowski. Questions about cost share site contractor selection may be referred to Rob Perlowski at 850-245-8917 or at Robert.Perlowski@dep.state.fl.us.

Attachment C

Florida DEP - Petroleum Restoration Program

RESPONSIBLE PARTY AFFIDAVIT

I, John Tierney am Regulatory Specialist of Palm Beach County, hereinafter referred to as the "Responsible Party," which is the person responsible for site rehabilitation for the petroleum contaminated site Palm Beach County Transit Authority, located at Building 1440, Palm Beach Int'l Airport, West Palm Beach, Florida, hereby swear to the following under oath:

1. I am authorized to make the statements set forth in this affidavit on behalf of the Responsible Party.

2. The Department of Environmental Protection has entered or is entering into a contract with Terracon Consultants, Inc. hereinafter referred to as the "Contractor," to furnish or cause to be furnished labor, materials, and services for the cleanup of the petroleum contaminated site described above.

3. This affidavit is executed by the Responsible Party in accordance with Chapter 2013-41, Section 29, Laws of Florida.

4. Responsible Party has not solicited, offered, accepted, paid, or received any compensation, remuneration, or gift of any kind, directly or indirectly, in exchange for the designation or employment of the Contractor in connection with the cleanup of the petroleum contaminated site described above and in said contract.

By: John Tierney Date: 6/12/2017
Regulatory Specialist, Palm Beach County

----- Notarization of Signature of Responsible Party (required) -----

STATE OF Florida
COUNTY OF Palm Beach

Sworn to and subscribed before me this 12th day of June, 2017, by John Tierney

(NOTARY SEAL)

Terry Lee Hearn

(Name of Notary)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Terry Lee Hearn
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG041408
Expires 12/19/2020

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 18 day of July 2017 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Terracon Consultants, 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 1250 Perimeter Road (former Building 1440 Palm Beach International Airport), West Palm Beach, FL 33406, FDEP Facility ID: 50 8514018 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 1/6/2017 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

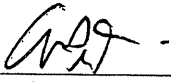
all injury and property resulting from its operations and to include County as an additional insured on the subcontractor's general liability insurance policy.

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 5:00 PM
Monday through Friday, excluding government holidays.

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

Contractor:  -
Attn: Andrew Petric
Terracon Consultants, Inc.
1225 Omar Road
West Palm Beach, FL 33406
Office: 561-689-4299
E-mail: andrew.petric@terracon.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 270 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

Debra Reese
Signature

Debra Reese
Typed or Printed Name

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

By: [Signature]
County Administrator, or designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

WITNESSES:

Paula M. Tilgner
Signature

Paula M. Tilgner
Typed or Printed Name

[Signature]
Signature

Cindy J. Cornell
Typed or Printed Name

CONTRACTOR:

Terracon Consultants, Inc.

By: [Signature]
Signature

Donald J. Vrana
Typed or Printed Name

Executive Vice President
Title

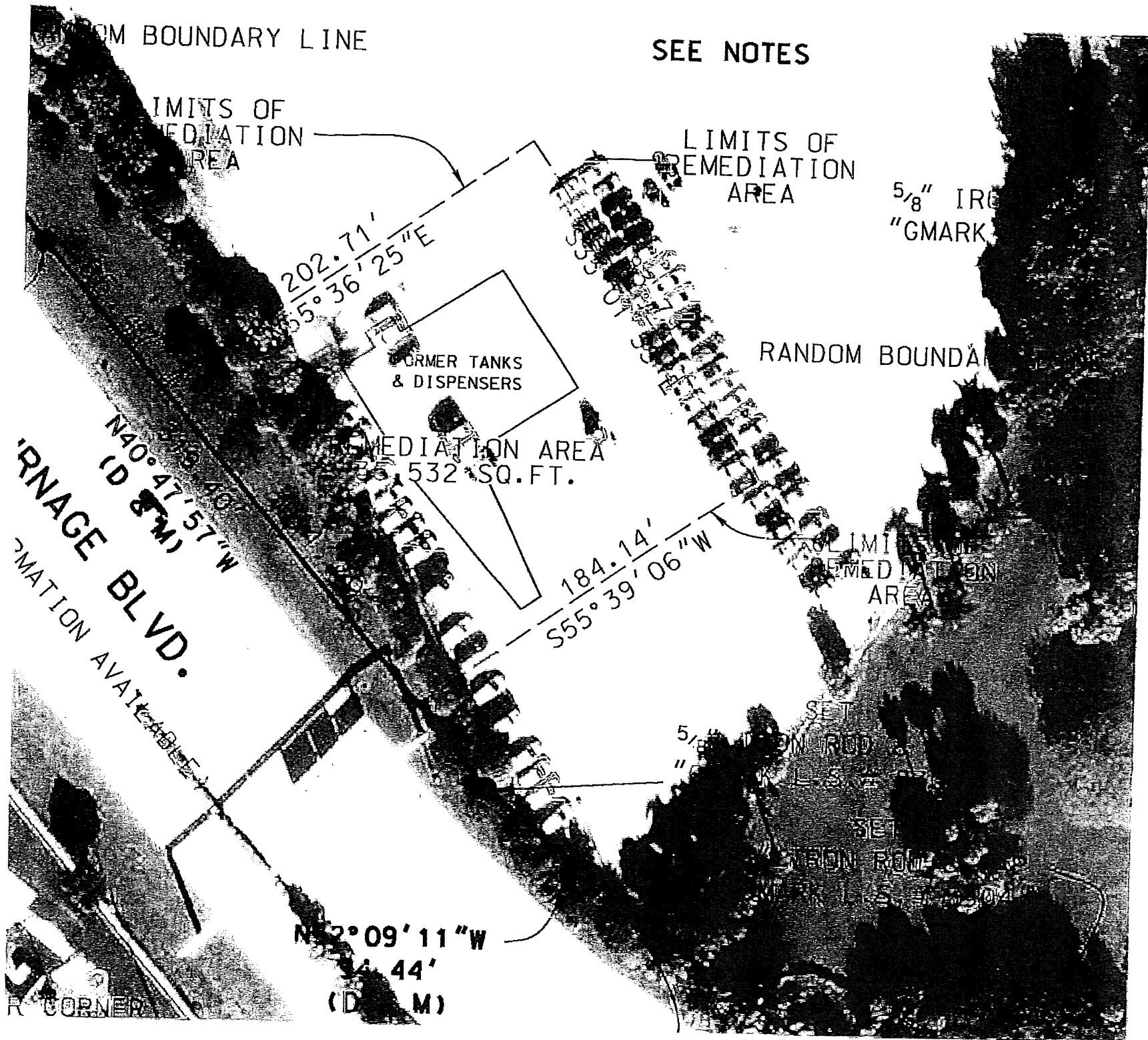
(Corporate Seal)



Exhibit "A"
to Entry Agreement
the "Property"

EXHIBIT "A"

A portion of "PBIA Lease Parcel N-11 PBC" identified as "REMEDATION AREA" containing approximately 35,532 square feet, as identified in the attached Palm Beach County boundary survey drawing (File No. S-3-14-3425)



...OM BOUNDARY LINE

SEE NOTES

LIMITS OF
REMED IATION
AREA

LIMITS OF
REMED IATION
AREA

5/8" IRON
"G MARK

202.71'
S55° 36' 25" E

FORMER TANKS
& DISPENSERS

RANDOM BOUNDARY

RANAGE BLVD.
N40° 47' 57" W
(D 8' M)
REMED IATION AVAI...

REMED IATION AREA
532 SQ. FT.

184.14'
S55° 39' 06" W

LIMITS OF
REMED IATION
AREA

5/8" IRON ROD
"G MARK

N 2° 09' 11" W
44.44'
(D 8' M)

CORNER

COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
PROJECT NO. 2014013-10

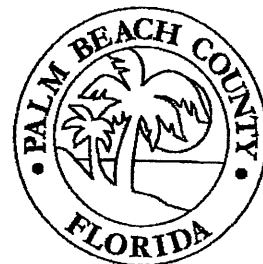
P.B.I.A. LEASE PARCEL N-11 PBC
BOUNDARY SURVEY

HAL R. VALECHE
DISTRICT 1

PAULETTE BURDICK
DISTRICT 2

STEVEN L. ABRAMS
DISTRICT 4

JESS R. SANTAMARIA
DISTRICT 6



SHELLEY VANA
DISTRICT 3

MARY LOU BERGER
DISTRICT 5

PRISCILLA A. TAYLOR
DISTRICT 7

P.B.I.A. LEASE PARCEL N-11 PBC
PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT... PROPERTY AS RECORDED IN OFFICIAL RECORD BOOK 119, PAGE 344 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA... COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32... SOUTH 89°45'40" WEST ALONG THE NORTH/QUARTER SECTION LINE OF SAID SECTION 32 A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING...

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 434.844 SQUARE FEET OF 2.9926 ACRES MORE OR LESS... BEARING AND DISTANCE ON A GRID (NAD 83 - 1983 ADJUSTMENT) BEARING OF SOUTH 89°45'40" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST AS DETERMINED BY PALM BEACH COUNTY AND ALL OTHER BEARINGS ARE RELATIVE THERE TO...

THIS INSTRUMENT PREPARED BY CLEM W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER AT 6151 STA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-4765.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR... I HAVE REVIEWED THE DISCLOSURE TITLE INSURANCE COMPANY, TITLE COMMITMENT #4407214 W/ORDO ALL ISSUED BY SOUTHWEST GUARANTY & TITLE, INC. AND ALL SURVEY RELATED ENCUMBRANCES DISCLOSED IN THE POLICIES SCHEDULE B - SECTION 11 ARE SHOWN ON THIS SURVEY ON NOTED BELOW.

- 1. RESTRICTIONS AND RESERVATIONS IN FAVOR OF USA RECORDED IN OFFICIAL RECORD BOOK 639, PAGE 364. (NOT PLOTTED)
- 2. EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 1461, PAGE 95. (NOT PLOTTED)
- 3. EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 1462, PAGE 1035 AND OFFICIAL RECORD BOOK 1463, PAGE 1038. (NOT PLOTTED)
- 4. UTILITY EASEMENT TO FPL RECORDED IN OFFICIAL RECORD BOOK 21609, PAGE 1481. (NOT PLOTTED)
- 5. POSSIBLE LIENS BY VIRTUE OF THE NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORD BOOK 3858, PAGE 387, OFFICIAL RECORD BOOK 3856, PAGE 1281 AND OFFICIAL RECORD BOOK 20526, PAGE 93. (NOT PLOTTED)

NOTES: ALL RECORDING REFERENCES CONTAINED HEREIN ARE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ITEM MARKED CITED ABOVE REFERS TO SCHEDULE B - SECTION 11 OF THE ABOVE REFERENCED TITLE COMMITMENT.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

NO HORIZONTAL OR VERTICAL TOPOGRAPHY WAS PERFORMED BY THIS SURVEY, AT THE CLIENT'S REQUEST.

NO VEGETATION WAS LOCATED BY THIS SURVEY, AT THE CLIENT'S REQUEST.

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY, AT THE CLIENT'S REQUEST.

SEE THE RECORDED DOCUMENTS CITED IN THIS DRAWING FOR ADDITIONAL INFORMATION.

THE INTENDED PLOT SCALE OF THIS DRAWING IS 1" = 20' ON 24" X 36" MEDIA.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1223 ALL DATED 06/2014. INSTRUMENTS USED WERE THE TOPCON DT5-S02 G2 TOTAL STATION AND GPS UNIT 2.

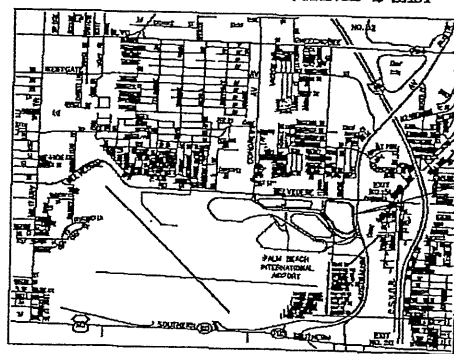
THE FILE NAMES FOR THE BOUNDARY WORK ARE 2014013-10 ALL/2014013-10 ALL.354, 2014013-10 NOTES.DOC & 3-3-14-3524.DWG.

FIELD WORK COMPLETED ON 06/03/14.

ALL APPARENT EXISTING IMPROVEMENTS HAVE NOT BEEN LOCATED OR NOTED ON THIS SURVEY AT THE CLIENT'S REQUEST. REFERENCE TO AERIAL FOR EXISTING IMPROVEMENTS CAPTURED DURING PHOTO FLIGHT DATE.

LEGAL ACCESS TO THE PARCEL IS PROVIDED VIA BELVEDERE ROAD TO THE NORTH & PUBLICLY DEDICATED ROADS.

SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP

N.T.S.

LEGEND

- D = DELTA
- L = LENGTH
- R = RADIUS
- (C) = CALCULATED
- (M) = MEAS
- (P) = PLAY
- ID & M = DESCRIPTION & MEASURED
- E = CONTROL LINE
- F.S.L. = FLORIDA POWER & LIGHT
- O.N.B. = OFFICIAL RECORD BOOK
- P.C.P. = PERMANENT CONTROL POINT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.M.R. = PERMANENT REFERENCE ACUMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- N.T.S. = NOT TO SCALE
- P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



DATE	06/03/14
BY	CLEM W. MARK
REVISION	
ADDED BUILDING AREA	
RESTRICTION AREA	
REVISED SIZE OF	
REMEDICATION AREA	
SCALE	AS SHOWN
APPROVED	W.M. MARK
DRAWN	E.A.G.
CHECKED	M.L.F.
DATE	6/21/14
FIELD BOOK NO.	1223A

PROJECT	P.B.I.A. LEASE PARCEL N-11 PBC BOUNDARY SURVEY
DATE	06/03/14
BY	CLEM W. MARK

PROJECT	P.B.I.A. LEASE PARCEL N-11 PBC BOUNDARY SURVEY
DATE	06/03/14
BY	CLEM W. MARK

SHEET	1
OF	2
PROJECT NO.	2014013-10

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 5.0.13. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE COORDINATE SECTION CORNERS, THE NORTH QUARTER CORNER OF SECTION 32/43/43 AND THE NORTHEAST QUARTER CORNER OF SECTION 32/43/43 WERE HELD FIXED IN THE TRAVERSE ADJUSTMENT. THE SECTION CORNER POSITIONS, SEE CERTIFIED CORNER RECORDS 54005 (158201), 54006 (158211), 54007 (158212), 54008 (158213) & 54009 (158214) & 54010 (158215) & 54011 (158216) & 54012 (158217) & 54013 (158218) & 54014 (158219) & 54015 (158220).

ALL ESTABLISHED CONTROL, BASED ON THE MEASUREMENTS UNDER, MEET OR EXCEED THE RELATIVE DISTANCE PROPORTION REQUIREMENT OF 1:10,000 FOR COMMERCIAL/HIGH RISK AS REQUIRED BY THIS SURVEY.

DATE OF AERIAL PHOTO BY DRONES 01/24/2013 - 02/04/2013. THIS IS AN ORTHO-IMAGE OR DRONE-IMAGE. THE PHOTO WAS NOT CONTROLLED, TARGETED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR INFORMATIONAL PURPOSES ONLY.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GRID
PROJECT SCALE FACTOR = 1.000044878
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

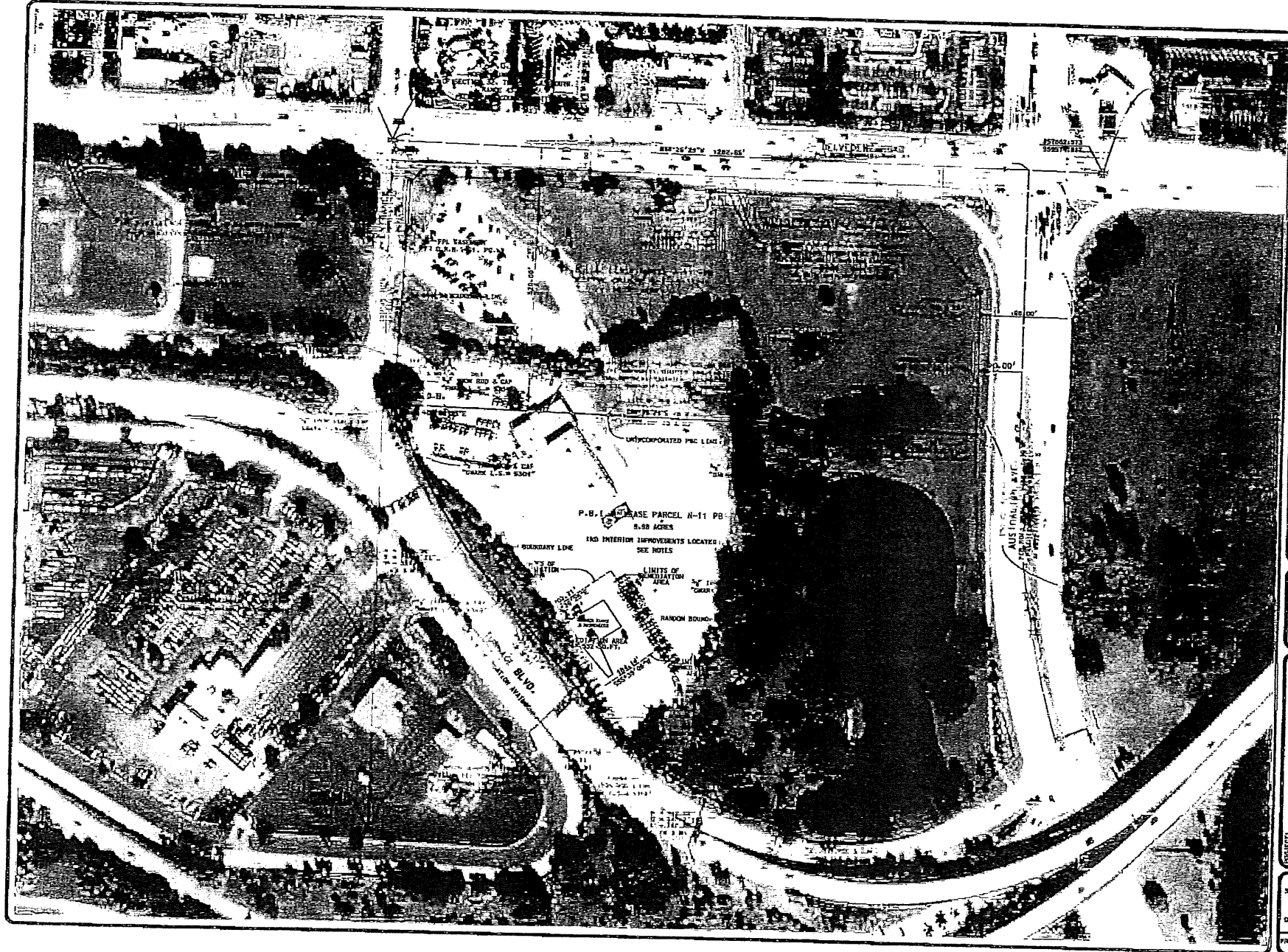
CERTIFIED FOR PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.
CLEM W. MARK, P.L.S., LICENSE NO. 10254
SOUTHWEST GUARANTY & TITLE, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMANS IN CHAPTER 461, PART 002, STATUTES.

CLEM W. MARK, P.L.S.
FLORIDA CERTIFICATE NO. 5304

DATE



PR.L.A. LEASE PARCEL N-11 PBC
BOUNDARY SURVEY
 S-S-14-14-25-10-20N S-30-14-25-10-20E

PROJECT NO. 201-2112-10

DATE: 8/11/14

SCALE: 1" = 40'
 APPROVED: V.M. ORLANDI, E.A.S.
 CHECKED: M.L.P.
 DATE: 8/11/14

FIELD BOOK NO. 11220A

NO.	REVISION	BY	DATE
1	ORDER BUILT	DM	8/11/14
2	RESTRICTION AREA REVISED	DM	8/11/14
3	REVISED SITE OF RECREATION AREA	DM	8/11/14

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
 100 NORTHERN BOULEVARD
 WEST PALM BEACH, FL 33411

Exhibit "B"
to Entry Agreement
the "Site Access Agreement"

R2017.0405

RECEIVED

APR 04 2017
SITE ACCESS AGREEMENT

2017 JAN 17 PM 1:25

DEPT. OF AIRPORTS

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 1250 Perimeter Road (former Building 1440 Palm Beach International Airport), West Palm Beach, FL 33406, FDEP Facility ID: 50 8514018.

2. The Property. Owner owns the certain parcel(s) PCN 004343200001090 of real property located at 1250 Perimeter Road (former Building 1440 Palm Beach International Airport), 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

R2017 04 05

APR 04 2017

WITNESSES:

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

[Signature]
Signature
John Tierney
Typed or Printed Name

By: [Signature]
Director of Airports

[Signature]
Signature
Ray WALTER
Typed or Printed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(PBC Form approved
11/17/2015 R2015-1613)

By: [Signature]
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

1/6/17
Date

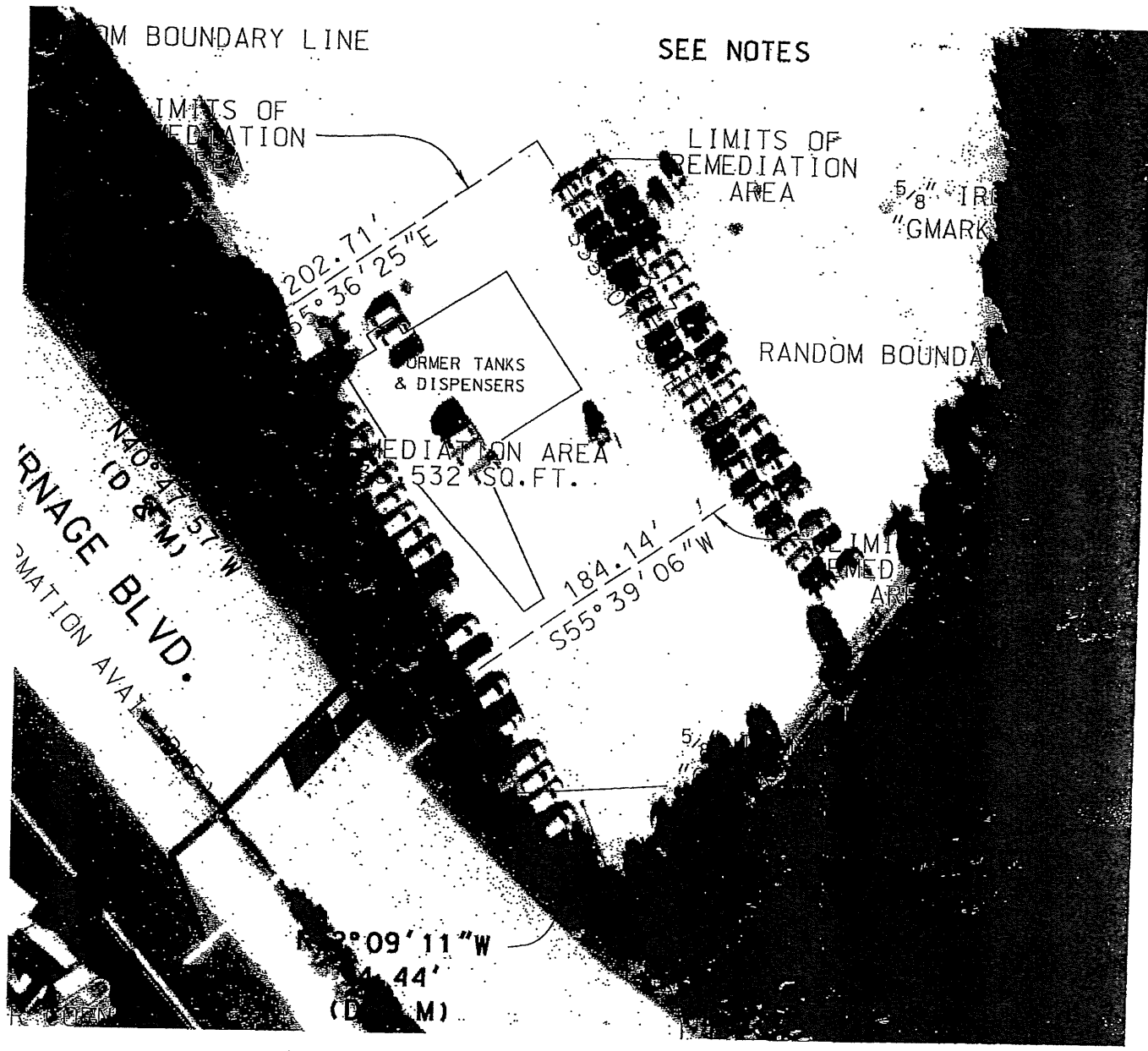
Mildred B. Gray 1/6/17
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8514018
Latitude 26° 41' 18.1248"
Longitude 80° 04' 39.7344"

EXHIBIT "A"

A portion of "PBIA Lease Parcel N-11 PBC" identified as "REMEDIATION AREA" containing approximately 35,532 square feet, as identified in the attached Palm Beach County boundary survey drawing (File No. S-3-14-3425)



FORM BOUNDARY LINE

SEE NOTES

LIMITS OF
REMEDIATION
AREA

LIMITS OF
REMEDIATION
AREA

5/8" IR
"G MARK

202.71'
S55°36'25"E

FORMER TANKS
& DISPENSERS

RANDOM BOUNDARY

REMEDIATION AREA
3,532 SQ. FT.

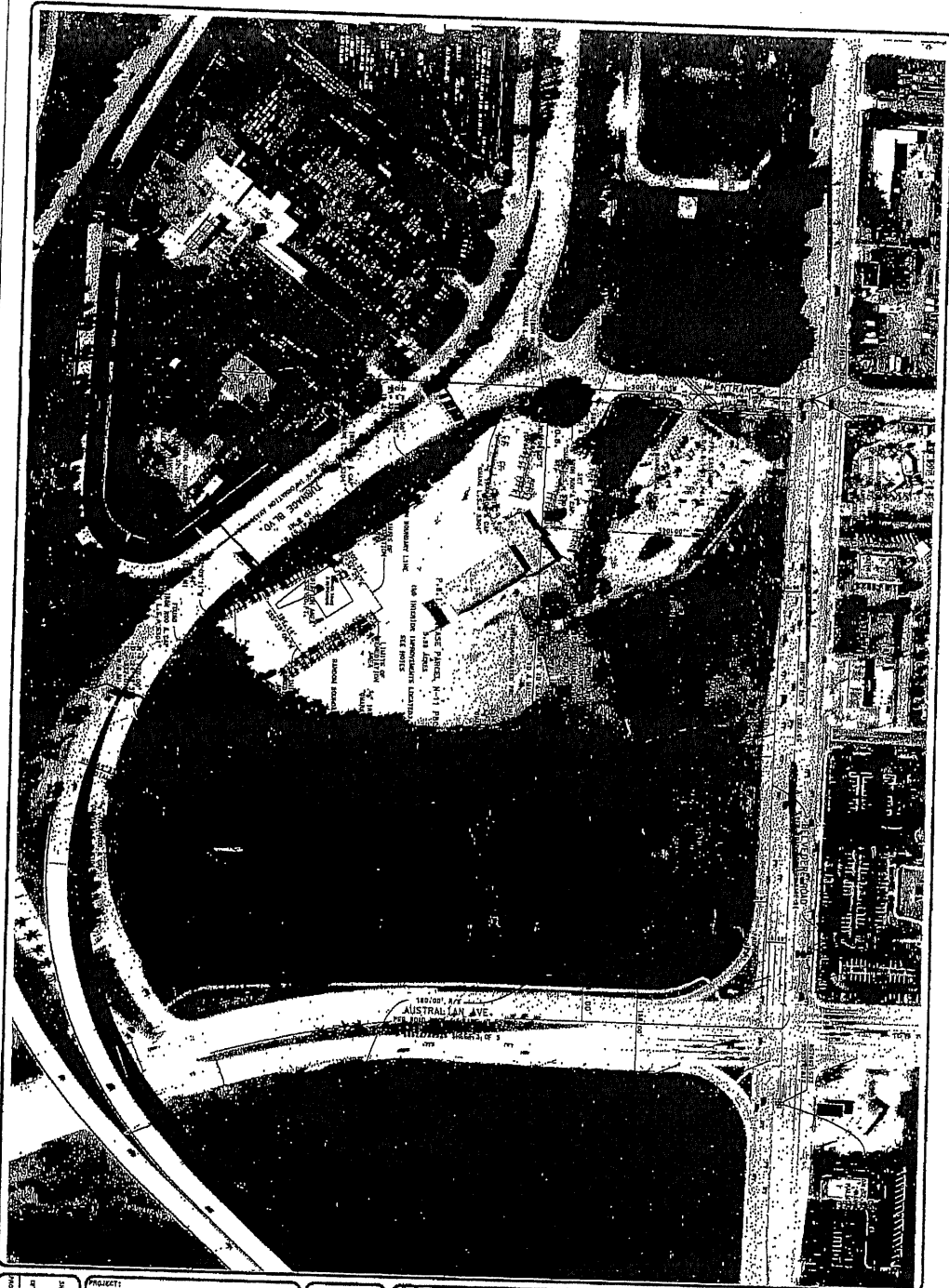
WASTEWATER TREATMENT PLANT
DRAINAGE BLVD.
REMEDIATION AVAILABILITY

N202°41'57"
(D & M)

184.14'
S55°39'06"W

LIMIT
REMEDIATION
AREA

2°09'11"W
14.44'
(D & M)



SHEET NO. 2 OF 2 SHEETS	PROJECT P.B.L.A. LEASE PARCEL N-II PBC BOUNDARY SURVEY	NO. 1 ADDED BUILDING RESTRICTION AREA NO. 2 REVISED SIZE OF RECREATION AREA	REVISED 09/11/17	BY JPM		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 200 NORTH JOG ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NO. S-2-14-5262.DGN		DRAWING NO. S-2-14-5262	FIELD BOOK NO. 14232A		

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk & Controller certify
 this to be a true and correct copy of the original
 filed in my office on APR 04 2017
 dated at West Palm Beach, FL on APR 04 2017
 By: Sharon R. Bock
 Deputy Clerk

Exhibit "C"
to Entry Agreement
FDEP Cleanup Directives



June 2, 2017 (Revised 2)

Florida Department of Environmental Protection
Petroleum Restoration Program
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Attention: Grant Willis, Advanced Cleanup Coordinator
P: (850) 245-8886
E: Grant.Willis@dep.state.fl.us

Re: Proposed Course of Action
Advanced Cleanup Program Application
Former Palm Tran Facility
Palm Beach International Airport, Former Building S-1440
West Palm Beach, Palm Beach County, Florida
DEP Facility No. 50/8514018
Discharge Date: 11/05/1987 (EDI), Priority Score: 10
Terracon Project No: HD167053

Dear Mr. Willis:

Terracon Consultants, Inc. (Terracon), on behalf of the Palm Beach County, is providing this proposed course of action for Advanced Cleanup Program (ACP) remediation at the above-referenced site.

A. PROJECT INFORMATION

The Palm Beach County Department of Airports is considering long-term lease of Palm Beach International Airport property, which contains the Former Palm Tran Facility. Former Palm Tran reported a discharge in November 1987 that subsequently became eligible for State-funded cleanup under the Early Detection Incentive (EDI) program with a low priority cleanup score of 10. In November 2015, Terracon completed a Low Score Site Initiative (LSSI) Assessment on behalf of the Florida Department of Environmental Protection (DEP) per Work Order 2015-95-W8884A. The LSSI Assessment report documented soil and groundwater impacts and concluded that the Former Palm Tran Facility did not qualify for LSSI No Further Action (NFA) or a Site Rehabilitation Completion Order (SRCO) due to petroleum concentrations exceeding soil cleanup target levels (SCTLs) in the vadose zone. Based on the LSSI Assessment results, it was recommended that the Former Palm Tran Facility await State-funded cleanup in priority score order.

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Environmental



Facilities



Geotechnical



Materials

In August 2016, Terracon completed additional assessment activities at the site and prepared a Limited Contamination Assessment Report (LCAR) in accordance with the DEP's June 9, 2000 LCAR Preparation Guidance document. The objective of the assessment activities was to delineate the extent of soil and groundwater petroleum impacts identified during previous LSSI Assessment so that a proposed course of action for site rehabilitation could be developed for submittal with an ACP application to the DEP. A copy of the LCAR, which includes the LSSI Assessment, is provided as an attachment to the ACP application package submitted by Palm Beach County.

B. PROPOSED COURSE OF ACTION

Based on the 2015 and 2016 assessment data, we believe the best course of action for site rehabilitation would be to conduct bulk source removal of petroleum-impacted soils in the vadose zone as well as over-excavation of affected soils below the water table (including the smear zone estimated at 4 to 7 feet below ground surface [bgs]) to a depth of approximately 10 feet bgs. It is anticipated that dewatering will not be needed for the excavation of deeper soils. Short-term (<30 days) open excavation air sparging to reduce petroleum concentrations in exposed groundwater is recommended immediately after source removal, prior to backfilling.

Provided hereafter is a more detailed description of the proposed tasks for site rehabilitation including reference to the Agency Term Contractor (ATC) Schedule of Pay Items (SPI) spreadsheet pay item for each task. A timetable for conducting site rehabilitation activities is provided in the following section.

Task 1 – Pre-Source Removal Work

- Obtain a site property access agreement (Pay Item 1-5a)
- Prepare Site Health and Safety Plan (Pay Item 1-2)
- Advance a shallow hand auger boring within the petroleum contaminated area for the collection of a "pre-burn" soil sample for completion of the Clean Earth thermal incineration profile. The collected soil sample will be analyzed for volatile organic compounds (VOC) by EPA Method 8260, PAH by EPA Method, TPRH by the FL-PRO Method and total arsenic, cadmium, chromium and lead by EPA Method 6020. (Pay Items 3-1, 5-2, 8-6, 9-5, 9-6, 9-8, 9-11, 9-12, 9-13, 9-14)

Task 2 – Source Removal Activities

- Prepare a Level 2 Limited Scope Remedial Action Plan describing the proposed source removal and open excavation air sparging. (Pay Item 19-14)
- Install temporary disposable plastic construction fencing around the work area (for 20-week duration of Task 2 activities). Mobilize field oversight team and excavation contractor to site. (Pay Items 3-1, 3-12, 3-16, 15-7)
- Remove surface asphalt (estimated 3,169 square feet [sf]) and concrete pavement (estimated 3,200 sf) from the source removal area. The area of pavement removal (i.e. total 6,369 sf) allows for 1:2 slope to be achieved for the 5,598 sf soil removal area at 10 feet

- deep. The volume of material to be removed assumes asphalt pavement is 2 inches thick and concrete pavement 5 inches thick and assumes a 2 ton per cubic yard weight ratio. (Pay Items 12-1, 12-4, 12-5)
- Excavate petroleum-impacted soils up to 10 feet deep in a 5,058 sf area (estimated at 1,873 cubic yards). Approximately 125 cubic yards of the material excavated from the upper approximately 3 feet in the source removal area is considered non-impacted overburden based on prior organic vapor analyzer (OVA) data and will be reused as fill material above groundwater. Based on the calculations of the source removal area minus the overburden, the total volume to be disposed is estimated at 1,748 cubic yards, which equals approximately 2,447 tons (based on a conversion factor of 1.4 cy per ton). Refer to attached Exhibit 1 depicting the approximate limits of the source removal area and area of overburden. An OVA will be used in the field to determine the actual source removal excavation limits. Based on soil analytical data from recent assessment, an OVA reading threshold of approximately 1,000 parts per million (ppm) was used for estimating the volume of petroleum contaminated soil. The Palm Beach Department of Airports may, at its discretion and cost, dispose and replace soils rendering petroleum odors with OVA readings less than 1,000 ppm. Terracon will collect confirmation soil samples from the sidewalls of the excavation at eight locations for analysis for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 8-6, 8-11, 9-2, 9-5, 9-8, 10-8)
 - Transport the impacted soils to Clean Earth's facility located in Moorehaven, Florida for thermal incineration. (Pay Items 12-8, 12-12)
 - Perform short-term open excavation air sparging by constructing and deploying weighted sparge screens which lay in the bottom of the excavation. The weighted screens will be moved around the excavation at least once per week of system operation. The sparge points will be connected with piping to a 375 cfm air compressor operated approximately 8 hours a day for up to 20 days (weekends not included). A technician will mobilize to the site on a daily basis during sparging (during the week) for start-up of the compressor, monitoring of OVA readings in the breathing zone, movement of the sparge screens, and fueling of the compressor. (Pay Items 3-1, 6-1, 16-20, 20-8, 21-7b, 22-1)
 - Upon completion of air sparging, backfill the submerged portion of the excavation from 10 to 5 feet bgs using #57 stone, covered with a geotextile fabric layer, and filled from 5 feet to grade using general fill soils (imported and overburden) which will be compacted in 1-foot lifts to meet 95% compaction (density testing included). The backfill volume for soil assumes a conversion factor of 1.4 tons per cubic yard and a 15% volume increase for general fill to compensate for compaction and compensating for backfilling the pavement removed. The backfill volume for #57 stone assumes a conversion factor of 1.8 tons per cubic yard (Pay Items 3-1, 3-16, 3-20, 10-15, 10-17).
 - Prepare Source Removal Report, considers two report review line items due to the scope of services (Pay Items 19-1, 21-13)

Task 3 – Monitoring Well Re-installation and Quarter 1 Post Active Remediation Monitoring (PARM)

- Re-install monitoring wells MW-1, MW-2, MW-4 and MW-5. Re-measure monitoring well top-of-casing elevations. (Pay Item 1-4, 1-7, 3-1, 3-7a, 6-1, 6-10, 21-4)
- Perform Quarter 1 PARM groundwater monitoring event including the sampling of eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 4 – Quarter 2 PARM

- Perform Quarter 2 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 5 – Quarter 3 PARM

- Perform Quarter 3 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM report. (Pay Item 19-7, 21-19)

Task 6 – Quarter 4 PARM

- Perform Quarter 4 PARM groundwater monitoring event including the sampling of the eight site monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8) and analysis of the groundwater samples for VOA by EPA Method 8260, PAH by EPA Method 8270 and TRPH using the FL-PRO Method. (Pay Items 3-1, 8-1, 8-11, 9-27, 9-30, 9-36)
- Prepare PARM Annual report. (Pay Item 19-8, 21-20)

Task 7 – Site Closure

- Upon approval from DEP, abandon site monitoring wells MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-7, MW-8 and an undocumented 4-inch diameter site monitoring well (Pay Items 1-4, 1-7, 3-1, 3-3, 7-1, 7-2, 7-7).
- Prepare monitoring well abandonment report. (Pay Item 19-26).

C. TIMETABLE FOR CLEANUP

The schedule for conducting site activities described in the above-proposed course of action is as follows:

TIMETABLE FOR CLEANUP		
Task	Weeks	Completion Date*
1 – Pre-Source Removal Work	4	September 4, 2017
2 – Source Removal Activities	20	January 22, 2018
3 – Monitoring Well Re-installation and Quarter 1 PARM	12	April 16, 2018
4 – Quarter 2 PARM	12	July 9, 2018
5 – Quarter 3 PARM	12	October 1, 2018
6 – Quarter 4 PARM	12	December 24, 2018
7 – Site Closure	6	February 4, 2019
TOTAL PROJECT DURATION:	78 weeks or 18 months (Completion estimated: February 2019)	

*Assumes a start date of August 1, 2017, which provides approximately three months after ACP Application submittal to allow time for selection, contracting and coordination. Schedule includes approximately 30 days for DEP review of submittals.

D. ESTIMATED CLEANUP COSTS

Provided hereafter is a summary of the cleanup costs for the proposed tasks for site rehabilitation. Detailed costs using the ATC SPI units rates is provided as an attachment to this document.

ESTIMATED CLEANUP COSTS	
Task	Estimated Cost
1 – Pre-Source Removal Work	\$1,342.59
2 – Source Removal Activities	\$463,037.67
3 – Monitoring Well Re-installation and Quarter 1 PARM	\$11,566.16
4 – Quarter 2 PARM	\$5,003.16
5 – Quarter 3 PARM	\$5,003.16
6 – Quarter 4 PARM	\$5,853.16
7 – Site Closure	\$5,014.50
TOTAL ESTIMATED PROJECT COST:	\$496,820.40

Should you have any questions or comments regarding the proposed course of action for rehabilitation of the Former Palm Tran Facility, do not hesitate to contact the undersigned.

Sincerely,
Terracon Consultants, Inc.



Andrew Petric, P.G.
Project Manager



/FOR
Eric Krebill, P.G.
Senior Associate

Attachment: Agency Term Contractor (ATC) Schedule of Pay Items (SPI) Spreadsheet
Exhibit 1 - Map Depicting Source Removal Area

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

Facility Name: Former Palm Tran
7-Digit Facility ID #: 8514018
County: 50
Region: South
Site Manager Name:
Site Manager Phone:
Site Manager Email:

Contractor: Terracon Consultants, Inc.
CID #: 01128
Contract #: GC881
SPI ID #: 5558
Retentionage %: 10%
FDEP Cost Share %: 100.00%
Total Extended Cost: \$ 496,820.40
Without Handling Fee: \$ 496,219.02
Purchase Order:
Download Date: 3/15/16 13:46
Assignment Type: CSF
Transition Agreement: Yes No

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1									
1-2.	Site Health & Safety Plan	Per Site	1	\$ 400.00	\$ 400.00	0	0	\$ -	1
1-5.a.	Site Property Access Agreement for Source Property (no cost to FDEP)	Per Agreement	1	\$ -	\$ -	0	0	\$ -	1
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	1	\$ 112.00	\$ 112.00	0	0	\$ -	1
8-6.	Soil/Sediment Sample Collection	Per Sample	1	\$ 61.50	\$ 61.50	0	0	\$ -	1
9-5.	Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310)	Per Sample	1	\$ 89.32	\$ 89.32	0	0	\$ -	1
9-6.	Soil, Priority Pollutant Volatile Organics (EPA 8260)	Per Sample	1	\$ 100.00	\$ 100.00	0	0	\$ -	1
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	1	\$ 59.42	\$ 59.42	0	0	\$ -	1
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.35	\$ 10.35	0	0	\$ -	1
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	1	\$ 10.00	\$ 10.00	0	0	\$ -	1
		RETAINAGE			\$ 134.26	\$ -		\$ 111.38	\$ 22.88
		SUBTOTAL			\$ 1,342.59	\$ -		\$ 1,113.75	\$ 228.84
Task 2									
1-7.	5% Handling Fee for Cost Reimbursable Items	% Surcharge	9823	\$ 0.06	\$ 589.38	0	0	\$ -	9823
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	9	\$ 480.00	\$ 4,320.00	0	0	\$ -	9
3-12.	Excavator Mobilization - > 100 miles each way	Per Round Trip	1	\$ 1,000.00	\$ 1,000.00	0	0	\$ -	1
3-16.	Loader/Backhoe Mobilization - > 100 miles each way	Per Round Trip	2	\$ 600.00	\$ 1,200.00	0	0	\$ -	2
3-20.	Drum Compactor mobilization - > 100 miles each way	Per Round Trip	1	\$ 725.00	\$ 725.00	0	0	\$ -	1
6-1.	Well Installation - 1 inch diameter	Per Foot	225	\$ 31.00	\$ 6,975.00	0	0	\$ -	225
8-6.	Soil/Sediment Sample Collection	Per Sample	8	\$ 61.50	\$ 492.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-2.	Soil, BTEX + MTBE (EPA 8021 or EPA 8260)	Per Sample	8	\$ 47.25	\$ 378.00	0	0	\$ -	8
9-5.	Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310)	Per Sample	8	\$ 89.32	\$ 714.56	0	0	\$ -	8
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 59.42	\$ 475.36	0	0	\$ -	8
10-8.	Conventional Soil Excavation and Loading > 300 cubic yards	Per Cubic Yard	1873	\$ 33.65	\$ 63,026.45	0	0	\$ -	1873
10-15.	Clean Backfill Material, Compaction and Testing (includes transport) > 300 cubic yards	Per Cubic Yard	1350	\$ 31.74	\$ 42,849.00	0	0	\$ -	1350
10-17.	#57 Stone	Per Ton	1573	\$ 56.00	\$ 88,088.00	0	0	\$ -	1573
12-1.	Removal and Loading of Asphalt and/or Concrete - up to 4 inch thickness	Per Square Foot	6369	\$ 3.68	\$ 23,437.92	0	0	\$ -	6369
12-4.	Transport and Disposal of Clean Concrete	Per Ton	99	\$ 42.00	\$ 4,158.00	0	0	\$ -	99
12-5.	Transport and Disposal of Mixed Debris	Per Ton	40	\$ 53.00	\$ 2,120.00	0	0	\$ -	40
12-8.	Transport Petroleum Impacted Soil (bulk) > 100 miles	Per Ton	2447	\$ 43.00	\$ 105,221.00	0	0	\$ -	2447
12-12.	Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk) > 450 tons	Per Ton	2447	\$ 33.00	\$ 80,751.00	0	0	\$ -	2447
15-7.	Compound Construction/Fencing (materials)	Reimbursable*	2349	\$ 1.00	\$ 2,349.00	0	0	\$ -	2349
19-1.	Soil Source Removal Report	Per Report	1	\$ 1,850.00	\$ 1,850.00	0	0	\$ -	1
19-14.	Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan	Per Plan	1	\$ 2,569.00	\$ 2,569.00	0	0	\$ -	1

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE		UNITS	EXTENDED PRICE	
8-11.	Electronic Data Deliverables (EDD)								
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
		Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
		RETAINAGE			\$ 500.32	\$ -		\$ -	\$ 500.32
Task 6					\$ 5,003.16	\$ -		\$ -	\$ 5,003.16
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)							\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
19-8.	Natural Attenuation or Post RA Monitoring Report, Annual	Per Report	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
21-20.	P.G or P.E. Review, Evaluation and Certification of an Annual Natural Attenuation Monitoring Report	Per Report	1	\$ 1,275.00	\$ 1,275.00	0	0	\$ -	1
		Per Report	1	\$ 525.00	\$ 525.00	0	0	\$ -	1
		RETAINAGE			\$ 585.32	\$ -		\$ -	\$ 585.32
Task 7					\$ 5,853.16	\$ -		\$ -	\$ 5,853.16
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	100	\$ 1.00	\$ 100.00	0	0	\$ -	100
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	100	\$ 0.06	\$ 6.00	0	0	\$ -	100
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
3-3.	Heavy Duty/Stakebed Truck (3/4 ton +) - ≤ 100 miles each way	Per Round Trip	1	\$ 490.00	\$ 490.00	0	0	\$ -	1
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	104	\$ 14.50	\$ 1,508.00	0	0	\$ -	104
7-2.	Grout and Abandon Well, > 2 to 4 inch diameter	Per Foot	13	\$ 23.50	\$ 305.50	0	0	\$ -	13
7-7.	Removal of Well Pad and Manhole	Per Well	9	\$ 200.00	\$ 1,800.00	0	0	\$ -	9
19-26.	Well Abandonment/Site Restoration Report	Per Report	1	\$ 325.00	\$ 325.00	0	0	\$ -	1
		RETAINAGE			\$ 501.45	\$ -		\$ -	\$ 501.45
		SUBTOTAL			\$ 5,014.50	\$ -		\$ -	\$ 5,014.50
		TOTAL COST			\$ 496,820.40	\$ -		\$ 1,113.75	\$ 495,706.65
		Owner Cost Share:			\$ -	\$ -		\$ -	\$ -
		FDEP Cost Share:			\$ 496,820.40	\$ -		\$ 1,113.75	\$ 495,706.65
		Retainage:			\$ 49,682.06	\$ -		\$ 111.38	\$ 49,570.68
		FDEP Less Retainage:			\$ 447,138.34	\$ -		\$ 1,002.37	\$ 446,135.97

Version: 8.1

Site Manager Approval: _____
Print Name

Signature _____

Petroleum Contamination Site Response Action Services
SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

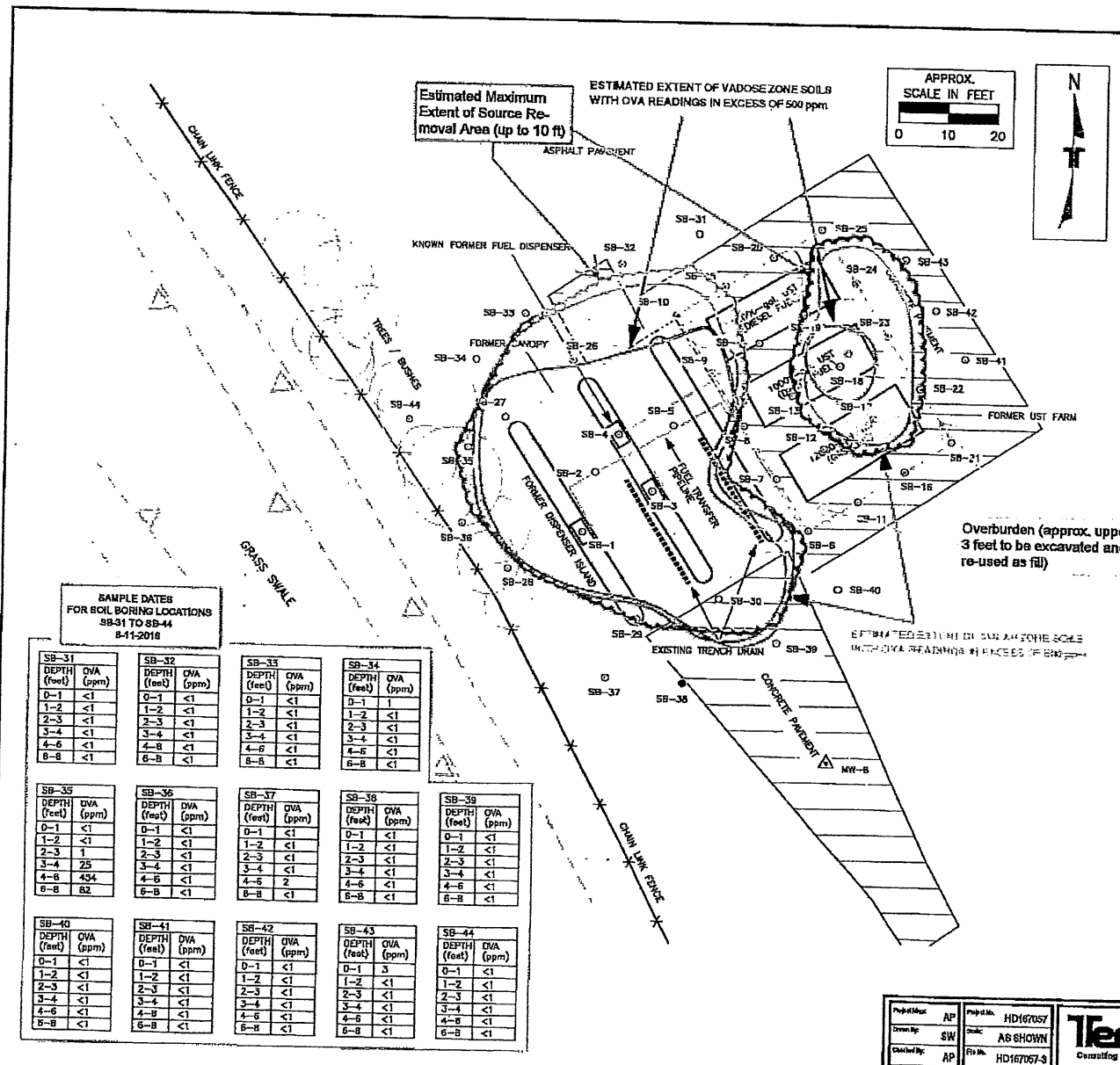
PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE		UNITS	EXTENDED PRICE	
20-8.	Field Technician (Key)	Per Hour	220	\$ 75.00	\$ 16,500.00	0	0	\$ -	220
21-7.b.	P.E. Project Oversight for Short Term or Episodic Remediation System Operation - Weekly Basis	Per Week	4	\$ 1,200.00	\$ 4,800.00	0	0	\$ -	4
21-13.	P.G. or P.E. Review, Evaluation and Certification of a Soil Source Removal Report That Includes a Recommendation for NFA	Per Report	2	\$ 450.00	\$ 900.00	0	0	\$ -	2
22-1.	Construction of piping system for short-term open-excavation Air Sparge system	Reimbursable*	2390	\$ 1.00	\$ 2,390.00	0	0	\$ -	2390
22-2.	375 CFM Air Compressor Rental and Fueling costs (4 weeks), Estimated	Reimbursable*	5084	\$ 1.00	\$ 5,084.00	0	0	\$ -	5084
		RETAINAGE			\$ 46,303.77	\$ -		\$ -	\$ 46,303.77
	Task 3	SUBTOTAL			\$ 463,037.67	\$ -		\$ -	\$ 463,037.67
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	100	\$ 1.00	\$ 100.00	0	0	\$ -	100
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	100	\$ 0.06	\$ 6.00	0	0	\$ -	100
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	2	\$ 480.00	\$ 960.00	0	0	\$ -	2
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	1	\$ 605.00	\$ 605.00	0	0	\$ -	1
6-1.	Well Installation - 1 inch diameter	Per Foot	52	\$ 31.00	\$ 1,612.00	0	0	\$ -	52
6-10.	Above Grade Well Completion	Per Well	4	\$ 340.00	\$ 1,360.00	0	0	\$ -	4
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
21-4.	P.G. Field Oversight of Well Installation (Use hourly rate on site specific basis)	Per Hour	16	\$ 150.00	\$ 2,400.00	0	0	\$ -	16
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
		RETAINAGE			\$ 1,156.62	\$ -		\$ -	\$ 1,156.62
	Task 4	SUBTOTAL			\$ 11,566.16	\$ -		\$ -	\$ 11,566.16
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 75.00	\$ 75.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 39.87	\$ 318.96	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	8	\$ 87.40	\$ 699.20	0	0	\$ -	8
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$ 650.00	\$ 650.00	0	0	\$ -	1
21-19.	P.E. Review, Evaluation and Certification of a Non-Annual Natural Attenuation or Post RA Monitoring Report That Includes a Recommendation for NFA or a Recommendation to Modify the Approved Monitoring Plan	Per Report	1	\$ 300.00	\$ 300.00	0	0	\$ -	1
		RETAINAGE			\$ 500.32	\$ -		\$ -	\$ 500.32
	Task 5	SUBTOTAL			\$ 5,003.16	\$ -		\$ -	\$ 5,003.16
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 480.00	\$ 480.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	8	\$ 260.00	\$ 2,080.00	0	0	\$ -	8

Petroleum Contamination Site Response Action Services
 SCHEDULE OF PAY ITEMS INVOICE RATE SHEET

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet			Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE	UNITS	UNITS	EXTENDED PRICE	UNITS

Date of Review Letter _____

Aug 30, 2018 - 10:31 am M:\Projects-Other Offices\West Palm Beach\2018\HD167057\env\7057-OVA 3.dwg



SB-31	SB-32	SB-33	SB-34
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 <1	0-1 1
1-2 <1	1-2 <1	1-2 <1	1-2 <1
2-3 <1	2-3 <1	2-3 <1	2-3 <1
3-4 <1	3-4 <1	3-4 <1	3-4 <1
4-6 <1	4-6 <1	4-6 <1	4-6 <1
6-8 <1	6-8 <1	6-8 <1	6-8 <1

SB-35	SB-36	SB-37	SB-38	SB-39
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 <1	0-1 <1	0-1 <1
1-2 <1	1-2 <1	1-2 <1	1-2 <1	1-2 <1
2-3 1	2-3 <1	2-3 <1	2-3 <1	2-3 <1
3-4 25	3-4 <1	3-4 <1	3-4 <1	3-4 <1
4-6 454	4-6 <1	4-6 2	4-6 <1	4-6 <1
6-8 82	6-8 <1	6-8 <1	6-8 <1	6-8 <1

SB-40	SB-41	SB-42	SB-43	SB-44
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 <1	0-1 3	0-1 <1
1-2 <1	1-2 <1	1-2 <1	1-2 <1	1-2 <1
2-3 <1	2-3 <1	2-3 <1	2-3 <1	2-3 <1
3-4 <1	3-4 <1	3-4 <1	3-4 <1	3-4 <1
4-6 <1	4-6 <1	4-6 <1	4-6 <1	4-6 <1
6-8 <1	6-8 <1	6-8 <1	6-8 <1	6-8 <1

SB-1	SB-2	SB-3	SB-4	SB-5
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 48	0-1 <1	0-1 4	0-1 3514
1-2 3	1-2 528	1-2 252	1-2 6	1-2 9999+
2-3 80	2-3 9999+	2-3 471	2-3 3712	2-3 9999+
3-4 9999+	3-4 9999+	3-4 9999+	3-4 9999+	3-4 9999+
4-6 9999+	4-6 9999+	4-6 9999+	4-6 9999+	4-6 9999+
6-8 9999+	6-8 9999+	6-8 9988+	6-8 9999+	6-8 9999+

SB-6	SB-7	SB-8	SB-9	SB-10
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 2	0-1 <1	0-1 411	0-1 <1	0-1 <1
1-2 42	1-2 <1	1-2 <1	1-2 <1	1-2 <1
2-3 165	2-3 <1	2-3 1	2-3 31	2-3 <1
3-4 139	3-4 <1	3-4 <1	3-4 3437	3-4 224
4-6 <1	4-6 <1	4-6 1	4-6 9999+	4-6 1472
6-8 <1	6-8 <1	6-8 10	6-8 9999+	6-8 570

SB-11	SB-12	SB-13	SB-14	SB-15
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 <1	0-1 <1	0-1 <1
1-2 <1	1-2 <1	1-2 <1	1-2 <1	1-2 209
2-3 <1	2-3 <1	2-3 <1	2-3 <1	2-3 1
3-4 <1	3-4 <1	3-4 21	3-4 <1	3-4 <1
4-6 6	4-6 <1	4-6 368	4-6 9	4-6 <1
6-8 64	6-8 2	6-8 311	6-8 9	6-8 <1

SB-16	SB-17	SB-18	SB-19	SB-20
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 21	0-1 <1	0-1 <1
1-2 <1	1-2 <1	1-2 180	1-2 <1	1-2 <1
2-3 <1	2-3 <1	2-3 1637	2-3 <1	2-3 <1
3-4 <1	3-4 <1	3-4 1039	3-4 1	3-4 <1
4-6 <1	4-6 812	4-6 21	4-6 368	4-6 1
6-8 2	6-8 1232	6-8 19	6-8 508	6-8 <1

SB-21	SB-22	SB-23	SB-24	SB-25
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 <1	0-1 <1	0-1 <1	0-1 <1
1-2 <1	1-2 <1	1-2 <1	1-2 <1	1-2 <1
2-3 <1	2-3 20	2-3 <1	2-3 2	2-3 <1
3-4 <1	3-4 <1	3-4 <1	3-4 2	3-4 <1
4-6 <1	4-6 9	4-6 3041	4-6 2231	4-6 <1
6-8 <1	6-8 9999+	6-8 9999+	6-8 1587	6-8 <1

SB-26	SB-27	SB-28	SB-29	SB-30
DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)	DEPTH (feet) OVA (ppm)
0-1 <1	0-1 120	0-1 <1	0-1 131	0-1 2589
1-2 <1	1-2 38.8	1-2 <1	1-2 81	1-2 3712
2-3 <1	2-3 1	2-3 8	2-3 188	2-3 3562
3-4 <1	3-4 8336	3-4 <1	3-4 36	3-4 4732
4-6 9999+	4-6 9999+	4-6 <1	4-6 183	4-6 772
6-8 1820	6-8 9999+	6-8 <1	6-8 51	6-8 2442

Project No: AP Drawn By: SW Checked By: AP Approved By: EX	Project No: HD167057 Date: AS SHOWN Project No: HD167057-S Date: 8-29-16		Source Removal Area LIMITED CONTAMINATION ASSESSMENT REPORT FORMER PALM TRAM FACILITY PALM BEACH INTERNATIONAL AIRPORT (PBI) - BLDG. S-1440 WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA FDEP FACILITY ID No. 5019514018	EXHIBIT 1
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