

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

| | | | |
|----------------------|----------------------|--|--|
| Meeting Date: | June 19, 2018 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplement No. 2 to Consultant Services Authorization (CSA) No. 4 with Terracon Consultants, Inc. (R-2015-1254) in the amount of \$154,080.28.

Summary: On September 22, 2015, the Board approved the contract for Terracon Consultants, Inc. for annual environmental services (R2015-1254). Previous CSAs for this project with Terracon Consultants, Inc. were completed for the Department of Environmental Protection (FDEP)'s Advanced Clean-Up (AC) Program application assistance and additional soil and groundwater sampling. The AC Application (R-2017-0151) was submitted by County and approved by FDEP 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). The total site rehabilitation costs to-date are \$570,667.70, with the County's 27% cost share being \$154,080.28. This CSA authorizes the County's 27% cost-share of site rehabilitation activities. The services in this CSA include activities associated with two FDEP purchase orders issued. The work includes the Remedial Action Plan (RAP) preparation and source removal (soil excavation), air sparging, excavation backfilling and post remediation monitoring. Funding for this project is from Airport General Revenue. The Small Business Enterprise (SBE) goal established by the SBE Ordinance is 15%. The cumulative SBE participation for this contract is 20.24%. **(FDO Admin) District 2 (LDC)**

Background and Justification: The Board approved the contract for Terracon Consultants, Inc. for annual environmental services (R2015-1254) on September 22, 2015. Previous CSAs for this project with Terracon Consultants, Inc. were completed for AC Program application assistance and additional soil and groundwater sampling. The former Palm Tran facility was the site of a petroleum discharge in 1987, and is eligible for state-funded cleanup. Agreements for the AC Program are awarded by FDEP on a competitive basis, with a minimum cost-share by the landowner of 25% of the estimated cleanup cost. The AC Application proposed a cost-share of 27%, and the application was accepted by FDEP. Expedited remediation will assist in making the site available for development.

Attachments:

1. Supplement No. 2 to CSA No. 4
2. Advanced Cleanup Application (R-2017-0151)

Recommended By: Army Wolf 5/29/18
Department Director Date

Approved By: WBA Ke 6/15/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|-------------------|-------|-------|-------|-------|
| Capital Expenditures | <u>154,080.28</u> | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>154,080.28</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget:

Yes X No _____

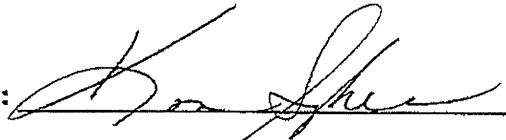
Does this item include the use of Federal Funds Yes _____ No X

Budget Account No: Fund 4111 Dept 121 Unit A187 Object 373 Program 6101

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

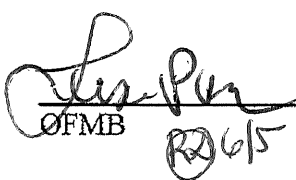
The County's share of the clean-up was approved at 27% cost-share of the \$768,480.73 estimated total cleanup cost, including contingency, for a total County exposure of \$207,489.80. Funding for this project is from Airport General Revenue.

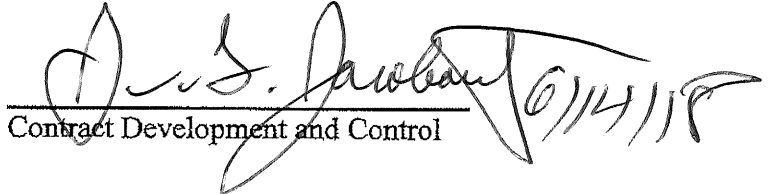
C. Departmental Fiscal Review:



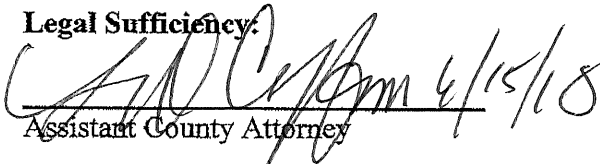
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 4/5/18
RD 6/5 ASD 4/4 4/11


Contract Development and Control 6/14/18

B. Legal Sufficiency:


Assistant County Attorney 4/15/18

C. Other Department Review:

CM Swimmer / AIRPORTS
Department Director

CONSULTANT SERVICES AUTHORIZATION

Terracon Consultants, Inc.
Annual Environmental Services Assessment Consultant

**Former Palm Tran Facility at Palm Beach International Airport
West Palm Beach, FL
PROJECT NO. ENV2016006**

This consultant services authorization is for Department of Airport's 27% cost share of site rehabilitation activities associated with a previously reported petroleum discharge at the former Palm Tran fueling facility located at the former Building S-1440 at Palm Beach International Airport.

Professional services shall include completion of source removal activities, post-active remediation monitoring and site closure.

As identified in Board Item dated February 7, 2017 (R-2017-0151), the Former Palm Tran facility reported a petroleum discharge to the FDEP in 1987. At that time, the Former Palm Tran facility entered into the FDEP Early Detection Incentive (EDI) program that pays for costs associated with remediation based on a priority ranking score. Due to the site's low priority ranking score, no assessment work has been completed to date and may not occur in the foreseeable future. The Department of Airports entered into the pre-approved Advanced Cleanup Program Agreement with the Florida Department of Environmental Protection (FDEP) which allows for expedited remediation by agreeing to a cost sharing commitment of 27% of the total cost.

SBE participation for this Authorization is 0.00%. When added to the Consultant's participation to date, the resulting SBE participation is 20.24%. The Consultant's contract goal is 15%.

CONSULTANT SERVICES AUTHORIZATION

Terracon Consultants, Inc.
Annual Environmental Services Assessment Consultant

Former County Transportation Facility at Palm Beach International Airport
West Palm Beach, FL
PROJECT NO. ENV2016006
DISTRICT NO. 2

THIS Supplement No. 2 to AUTHORIZATION NO. 4 to the Contract dated 09/22/15 (R-2015-1254) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 4 of this Authorization.

1. **CONSULTANT:** Terracon Consultants, Inc.
2. **History:**

| <u>Item</u> | <u>Amount</u> | <u>Status</u> |
|---|---------------|---------------|
| Consultant Services Authorization No. 4 | 3,875.00 | 100% complete |
| Supplement No. 1 to CSA No. 4 | 1,517.74 | 100% complete |
3. **Services completed to date:** CSA No. 4 for Pre-Approval Cleanup Program application assistance and Supplement No. 1 for additional soil and groundwater sampling are both 100% completed.
4. **Description of Services to be provided by Consultant:** Professional services shall include completion of source removal activities, post-active remediation monitoring and site closure as detailed on the attached proposal dated April 12, 2018.
5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:

Not-To-Exceed charge of \$154,080.28
6. **This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due.**

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.
7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
8. All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows: No changes.

9. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Audrey Wolf, Director - FD&O

WITNESS:

Signature
Cindy J. Cornell

Name (type or print)

CONSULTANT: Terracon Consultants, Inc.

Signature
Michael J. Yost

Name (type or print)

Title Corporate Secretary

(Corporate Seal)





April 12, 2018

Palm Beach County Facilities Development
2633 Vista Parkway
West Palm Beach, Florida 33411

Attention: John Tierney

Re: Proposal for Source Removal, Post-Active Remediation Monitoring & Site Closure
Former Palm Tran Facility
Palm Beach International Airport, Former Building S-1440
West Palm Beach, Palm Beach County, Florida
FDEP Facility No. 50/8514018
Terracon Project No: HD177056A

Dear Mr. Tierney:

Terracon is pleased to submit this proposal to perform Remedial Action Plan (RAP), Source Removal, Post-Active Remediation Monitoring and Site Closure services at the above-referenced location. The Palm Beach County Department of Airports (DOA) entered into a pre-approved Advanced Cleanup Program Agreement with the Florida Department of Environmental Protection (DEP) to perform advanced cleanup of soil and groundwater impacts at the former Palm Tran facility at the Palm Beach International Airport. The DEP contract No. AC 408 describing this agreement (Attachment A) was approved by the Palm Beach County Board of County Commissioners on November 22, 2016.

In the agreement, the DOA agreed to pay 27% of the total costs of site rehabilitation. Two purchase orders outlining costs associated with site rehabilitation have been issued by the DEP. The first purchase order, PO B201D6, covering RAP preparation assigned the owner (DOA) portion as \$2,109.24 (Attachment B). The second purchase order, PO B29BA8, covering the remaining tasks assigned the owner portion as \$151,971.04 (Attachment C).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments, please give me a call.

Sincerely,
Terracon Consultants, Inc.

James E. Cotton, P.G.
Project Manager

Steven A. Harrison, P.G.
Environmental Services
Department Manager

Attachments

Terracon Consultants, Inc. 1225 Omar Road West Palm Beach, Florida 33405
P [561] 689 4299 terracon.com



Environmental

Facilities

Geotechnical

Materials

Attachment A

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.

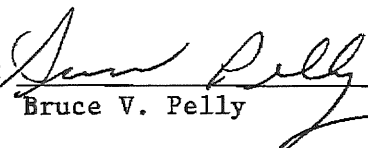
22. It is hereby understood and agreed that this Agreement states the entire agreement and understandings between the Parties, and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement.


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



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


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) -----

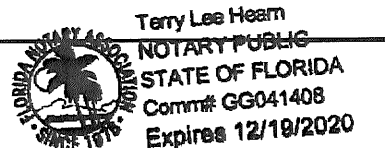
STATE OF Florida
COUNTY OF Palm Beach

Sworn to and subscribed before me this 12th day of June, 20 17 by John Tierney

(NOTARY SEAL)

(Name of Notary)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



Attachment B

Facility Name: PALM BEACH CNTY TRANSIT AUTH
7-Digit Facility ID #: 8514018
County: 50
Region: South
Site Manager Name: JERRY COOK
Site Manager Phone: (561)233-2507
Site Manager Email: jmcCook@pbcgov.org

Contractor: Terracon Consultants, Inc.
CID #: 01128
Contract #: GC881
SPI ID #: 10722
Retainage %: 5%
FDEP Cost Share %: 73.00%
Total Extended Cost: \$ 7,812.00
Without Handling Fee: \$ 7,812.00
Purchase Order:
Download Date: 10/13/17 9:56
Assginment Type: SHARE
Transition Agreement: ☐ Yes ☒ No

| | | | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|----------------------|--|---------------------|---------------|-----------------------|----------------------|---------------------|--------------|----------------|-------------|
| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | UNITS | NEGOTIATED ITEM PRICE | TOTAL EXTENDED PRICE | UNITS | UNITS | EXTENDED PRICE | UNITS |
| Task 1 | | | | | | | | | |
| 20-6. | Scientist/Technical Specialist (Key) | Per Hour | 1 | \$ 88.00 | \$ 88.00 | 1 | 0 | \$ - | 0 |
| 21-1. | Professional Engineer (Key) | Per Hour | 1 | \$ 150.00 | \$ 150.00 | 1 | 0 | \$ - | 0 |
| RETAINAGE | | | | | \$ 8.69 | \$ 8.69 | | \$ - | \$ - |
| SUBTOTAL | | | | | \$ 238.00 | \$ 238.00 | | \$ - | \$ - |
| Task 2 | | | | | | | | | |
| 19-14. | Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan | Per Plan | 1 | \$ 2,569.00 | \$ 2,569.00 | 0 | 1 | \$ 2,569.00 | 0 |
| 21-26. | P.E. Review, Evaluation and Certification of a Level 2 Limited Scope Remedial Action Plan or RAP Modification Plan | Per Plan | 1 | \$ 800.00 | \$ 800.00 | 0 | 1 | \$ 800.00 | 0 |
| RETAINAGE | | | | | \$ 122.97 | \$ - | | \$ 122.97 | \$ - |
| SUBTOTAL | | | | | \$ 3,369.00 | \$ - | | \$ 3,369.00 | \$ - |
| Task 3 | | | | | | | | | |
| 19-17. | Construction Drawings and Specs Report | Per Report | 1 | \$ 3,135.00 | \$ 3,135.00 | 0 | 0 | \$ - | 1 |
| 20-3. | Engineer (Key) | Per Hour | 4 | \$ 105.00 | \$ 420.00 | 0 | 0 | \$ - | 4 |
| 21-1. | Professional Engineer (Key) | Per Hour | 1 | \$ 150.00 | \$ 150.00 | 0 | 0 | \$ - | 1 |
| 21-35. | P.E. Review, Evaluation, and Certification of Construction Drawings | Per Set of Drawings | 1 | \$ 500.00 | \$ 500.00 | 0 | 0 | \$ - | 1 |
| RETAINAGE | | | | | \$ 153.48 | \$ - | | \$ - | \$ 153.48 |
| SUBTOTAL | | | | | \$ 4,205.00 | \$ - | | \$ - | \$ 4,205.00 |
| TOTAL COST | | | | | \$ 7,812.00 | \$ 238.00 | | \$ 3,369.00 | \$ 4,205.00 |
| Owner Cost Share: | | | | | | \$ 2,109.24 | \$ 64.26 | \$ 909.63 | \$ 1,135.35 |
| FDEP Cost Share: | | | | | | \$ 5,702.76 | \$ 173.74 | \$ 2,459.37 | \$ 3,069.65 |
| Retainage: | | | | | | \$ 285.14 | \$ 8.69 | \$ 122.97 | \$ 153.48 |
| FDEP Less Retainage: | | | | | | \$ 5,417.62 | \$ 165.05 | \$ 2,336.40 | \$ 2,916.17 |

Version: 9.4

Jerry Cook
Site Manager Approval:
Print Name
Signature
12/13/2017
Date of Review Letter

Attachment C

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

Facility Name: PALM BEACH CNTY TRANSIT AUTH
7-Digit Facility ID #: 8514018
County: 50
Region: South
Site Manager Name: JERRY COOK
Site Manager Phone: (561)233-2507
Site Manager Email: jmcook@pbcgov.org

Contractor: Terracon Consultants, Inc.
CID #: 01128
Contract #: GC881
SPI ID #: 11618
Retainage %: 5%
FDEP Cost Share %: 73.00%
Total Extended Cost: \$ 562,855.72
Without Handling Fee: \$ 562,625.03
Purchase Order:
Download Date: 2/13/18 13:28
Assginment Type: SHARE
Transition Agreement: ☐ Yes ☒ No

| | | | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|-----------|--|--------------------|---------------|-----------------------|----------------------|---------------------|--------------|----------------|-------------|
| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | 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 |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 460.00 | \$ 460.00 | 0 | 0 | \$ - | 1 |
| 5-2. | Hand Auger Boring ≤ 10 foot total depth | Per Boring | 8 | \$ 105.75 | \$ 846.00 | 0 | 0 | \$ - | 8 |
| 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 |
| 9-6. | Soil, Priority Pollutant Volatile Organics (EPA 8260) | Per Sample | 8 | \$ 100.00 | \$ 800.00 | 0 | 0 | \$ - | 8 |
| 9-8. | Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 8 | \$ 59.42 | \$ 475.36 | 0 | 0 | \$ - | 8 |
| 9-11. | Soil, Arsenic (EPA 6010 or EPA 6020) | Per Sample | 8 | \$ 10.35 | \$ 82.80 | 0 | 0 | \$ - | 8 |
| 9-12. | Soil, Cadmium (EPA 6010 or EPA 6020) | Per Sample | 8 | \$ 10.00 | \$ 80.00 | 0 | 0 | \$ - | 8 |
| 9-13. | Soil, Chromium (EPA 6010 or EPA 6020) | Per Sample | 8 | \$ 10.00 | \$ 80.00 | 0 | 0 | \$ - | 8 |
| 9-14. | Soil, Lead (EPA 6010 or EPA 6020) | Per Sample | 8 | \$ 10.00 | \$ 80.00 | 0 | 0 | \$ - | 8 |
| RETAINAGE | | | | | \$ 181.18 | \$ - | | \$ - | \$ 181.18 |
| SUBTOTAL | | | | | \$ 4,963.72 | \$ - | | \$ - | \$ 4,963.72 |
| Task 2 | | | | | | | | | |
| 1-7. | 6% Handling Fee for Cost Reimbursable Items | % Surcharge | 3669.87 | \$ 0.06 | \$ 220.19 | 0 | 0 | \$ - | 3669.87 |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 9 | \$ 460.00 | \$ 4,140.00 | 0 | 0 | \$ - | 9 |
| 3-12. | Excavator Mobilization - > 100 miles each way | Per Round Trip | 1 | \$ 750.00 | \$ 750.00 | 0 | 0 | \$ - | 1 |
| 3-16. | Loader/Backhoe Mobilization - > 100 miles each way | Per Round Trip | 2 | \$ 550.00 | \$ 1,100.00 | 0 | 0 | \$ - | 2 |
| 3-20. | Drum Compactor mobilization - > 100 miles each way | Per Round Trip | 1 | \$ 550.00 | \$ 550.00 | 0 | 0 | \$ - | 1 |
| 8-1. | Monitoring Well Sampling with Water Level, ≤ 100 foot depth | Per Well | 9 | \$ 260.00 | \$ 2,340.00 | 0 | 0 | \$ - | 9 |
| 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 |
| 8-14. | Encore (25 gram) for SPLP Soil Sample Collection: [Per Encore]. The cost will include the 25 gram Encore samples submitted to the laboratory for SPLP testing and the 25 gram Encore samples collected in the field but not submitted to the laboratory for testing (discarded). | Per Sample | 4 | \$ 17.25 | \$ 69.00 | 0 | 0 | \$ - | 4 |
| 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 |
| 9-8.a. | Soil, TRPH Fractionation (MADEP-EPH/VP Method or TPHCWG Direct Method) | Per Sample | 4 | \$ 282.00 | \$ 1,128.00 | 0 | 0 | \$ - | 4 |
| 9-16. | Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA1312) | Per Sample | 8 | \$ 49.55 | \$ 396.40 | 0 | 0 | \$ - | 8 |
| 9-27. | Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260) | Per Sample | 13 | \$ 39.87 | \$ 518.31 | 0 | 0 | \$ - | 13 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 13 | \$ 87.40 | \$ 1,136.20 | 0 | 0 | \$ - | 13 |

| | | | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|----------|--|--------------------|---------------|-----------------------|----------------------|---------------------|--------------|----------------|---------------|
| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | UNITS | NEGOTIATED ITEM PRICE | TOTAL EXTENDED PRICE | UNITS | UNITS | EXTENDED PRICE | UNITS |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 9 | \$ 50.00 | \$ 450.00 | 0 | 0 | \$ - | 9 |
| 10-8. | Conventional Soil Excavation and Loading > 300 cubic yards | Per Cubic Yard | 2453 | \$ 33.65 | \$ 82,543.45 | 0 | 0 | \$ - | 2453 |
| 10-15. | Clean Backfill Material, Compaction and Testing (includes transport) > 300 cubic yards | Per Cubic Yard | 994 | \$ 29.04 | \$ 28,865.76 | 0 | 0 | \$ - | 994 |
| 10-15.b. | Clean Overburden Used As Backfill, Compaction and Testing > 300 cubic yards | Per Cubic Yard | 644 | \$ 23.00 | \$ 14,812.00 | 0 | 0 | \$ - | 644 |
| 10-17. | #57 Stone | Per Ton | 2208 | \$ 56.00 | \$ 123,648.00 | 0 | 0 | \$ - | 2208 |
| 12-1. | Removal and Loading of Asphalt and/or Concrete - up to 4 inch thickness | Per Square Foot | 6021 | \$ 3.68 | \$ 22,157.28 | 0 | 0 | \$ - | 6021 |
| 12-4. | Transport and Disposal of Clean Concrete | Per Ton | 46 | \$ 42.00 | \$ 1,932.00 | 0 | 0 | \$ - | 46 |
| 12-5. | Transport and Disposal of Mixed Debris | Per Ton | 87 | \$ 53.00 | \$ 4,611.00 | 0 | 0 | \$ - | 87 |
| 12-8. | Transport Petroleum Impacted Soil (bulk) > 100 miles | Per Ton | 2785.9 | \$ 43.00 | \$ 119,793.70 | 0 | 0 | \$ - | 2785.9 |
| 12-12. | Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk) > 450 tons | Per Ton | 2785.9 | \$ 33.00 | \$ 91,934.70 | 0 | 0 | \$ - | 2785.9 |
| 17-2. | System O&M Package - Medium | Per Month | 1 | \$ 1,800.00 | \$ 1,800.00 | 0 | 0 | \$ - | 1 |
| 18-13. | Air Sparge System - Medium - Short Term ≤ 6 mos. | Per Month | 1 | \$ 3,447.00 | \$ 3,447.00 | 0 | 0 | \$ - | 1 |
| 19-1. | Soil Source Removal Report | Per Report | 1 | \$ 1,850.00 | \$ 1,850.00 | 0 | 0 | \$ - | 1 |
| 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 | 1 | \$ 400.00 | \$ 400.00 | 0 | 0 | \$ - | 1 |
| 22-1. | GENERATOR | Reimbursable* | 1845.87 | \$ 1.00 | \$ 1,845.87 | 0 | 0 | \$ - | 1845.87 |
| 22-2. | FUEL FOR GENERATOR (ESTIMATED) | Reimbursable* | 1824 | \$ 1.00 | \$ 1,824.00 | 0 | 0 | \$ - | 1824 |
| | | RETAINAGE | | | \$ 19,023.72 | \$ - | | \$ - | \$ 19,023.72 |
| | | SUBTOTAL | | | \$ 521,197.78 | \$ - | | \$ - | \$ 521,197.78 |
| 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 | \$ 460.00 | \$ 920.00 | 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 | 9 | \$ 260.00 | \$ 2,340.00 | 0 | 0 | \$ - | 9 |
| 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 | 9 | \$ 39.87 | \$ 358.83 | 0 | 0 | \$ - | 9 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 9 | \$ 87.40 | \$ 786.60 | 0 | 0 | \$ - | 9 |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 9 | \$ 50.00 | \$ 450.00 | 0 | 0 | \$ - | 9 |
| 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 | | | \$ 349.07 | \$ - | | \$ - | \$ 349.07 |
| | | SUBTOTAL | | | \$ 9,563.43 | \$ - | | \$ - | \$ 9,563.43 |
| Task 4 | | | | | | | | | |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 460.00 | \$ 460.00 | 0 | 0 | \$ - | 1 |

| | | | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|----------|--|--------------------|---------------|-----------------------|----------------------|---------------------|--------------|----------------|-------------|
| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | UNITS | NEGOTIATED ITEM PRICE | TOTAL EXTENDED PRICE | UNITS | UNITS | EXTENDED PRICE | UNITS |
| 8-1. | Monitoring Well Sampling with Water Level, ≤ 100 foot depth | Per Well | 9 | \$ 260.00 | \$ 2,340.00 | 0 | 0 | \$ - | 9 |
| 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 | 9 | \$ 39.87 | \$ 358.83 | 0 | 0 | \$ - | 9 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 9 | \$ 87.40 | \$ 786.60 | 0 | 0 | \$ - | 9 |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 9 | \$ 50.00 | \$ 450.00 | 0 | 0 | \$ - | 9 |
| 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 | | \$ 197.85 | \$ - | | \$ - | \$ 197.85 |
| | | | SUBTOTAL | | \$ 5,420.43 | \$ - | | \$ - | \$ 5,420.43 |
| Task 5 | | | | | | | | | |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 460.00 | \$ 460.00 | 0 | 0 | \$ - | 1 |
| 8-1. | Monitoring Well Sampling with Water Level, ≤ 100 foot depth | Per Well | 9 | \$ 260.00 | \$ 2,340.00 | 0 | 0 | \$ - | 9 |
| 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 | 9 | \$ 39.87 | \$ 358.83 | 0 | 0 | \$ - | 9 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 9 | \$ 87.40 | \$ 786.60 | 0 | 0 | \$ - | 9 |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 9 | \$ 50.00 | \$ 450.00 | 0 | 0 | \$ - | 9 |
| 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 | | \$ 197.85 | \$ - | | \$ - | \$ 197.85 |
| | | | SUBTOTAL | | \$ 5,420.43 | \$ - | | \$ - | \$ 5,420.43 |
| Task 6 | | | | | | | | | |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 460.00 | \$ 460.00 | 0 | 0 | \$ - | 1 |
| 8-1. | Monitoring Well Sampling with Water Level, ≤ 100 foot depth | Per Well | 9 | \$ 260.00 | \$ 2,340.00 | 0 | 0 | \$ - | 9 |
| 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 | 9 | \$ 39.87 | \$ 358.83 | 0 | 0 | \$ - | 9 |
| 9-30. | Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310) | Per Sample | 9 | \$ 87.40 | \$ 786.60 | 0 | 0 | \$ - | 9 |
| 9-36. | Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO) | Per Sample | 9 | \$ 50.00 | \$ 450.00 | 0 | 0 | \$ - | 9 |
| 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 | \$ 350.00 | \$ 350.00 | 0 | 0 | \$ - | 1 |
| | | | RETAINAGE | | \$ 222.48 | \$ - | | \$ - | \$ 222.48 |
| | | | SUBTOTAL | | \$ 6,095.43 | \$ - | | \$ - | \$ 6,095.43 |
| Task 7 | | | | | | | | | |
| 1-4. | Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items) | Reimbursable* | 75 | \$ 1.00 | \$ 75.00 | 0 | 0 | \$ - | 75 |
| 1-7. | 6% Handling Fee for Cost Reimbursable Items | % Surcharge | 75 | \$ 0.06 | \$ 4.50 | 0 | 0 | \$ - | 75 |
| 3-1. | Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 460.00 | \$ 460.00 | 0 | 0 | \$ - | 1 |
| 3-3. | Heavy Duty/Stakebed Truck (3/4 ton +) - ≤ 100 miles each way | Per Round Trip | 1 | \$ 425.00 | \$ 425.00 | 0 | 0 | \$ - | 1 |

| | | | PO Rate Sheet | | | Previously Invoiced | This Invoice | | Balance |
|----------|--|-----------------|---------------|-----------------------|----------------------|---------------------|--------------|----------------|---------------|
| PAY ITEM | DESCRIPTION | UNIT OF MEASURE | UNITS | NEGOTIATED ITEM PRICE | TOTAL EXTENDED PRICE | UNITS | UNITS | EXTENDED PRICE | UNITS |
| 7-1. | Grout and Abandon Well, 1 to 2 inch diameter | Per Foot | 134 | \$ 14.50 | \$ 1,943.00 | 0 | 0 | \$ - | 134 |
| 19-26. | Well Abandonment/Site Restoration Report | Per Report | 1 | \$ 287.00 | \$ 287.00 | 0 | 0 | \$ - | 1 |
| 23-1. | Contingent Funding - Allowance only to be used as offset for field change orders | NOT BILLABLE | 7000 | \$ 1.00 | \$ 7,000.00 | n/a | n/a | n/a | 7000 |
| | | RETAINAGE | | | \$ 372.10 | \$ - | | \$ - | \$ 372.10 |
| | | SUBTOTAL | | | \$ 10,194.50 | \$ - | | \$ - | \$ 10,194.50 |
| | | TOTAL COST | | | \$ 562,855.72 | \$ - | | \$ - | \$ 562,855.72 |
| | | | | | Owner Cost Share: | \$ 151,971.04 | \$ - | \$ - | \$ 151,971.04 |
| | | | | | FDEP Cost Share: | \$ 410,884.68 | \$ - | \$ - | \$ 410,884.68 |
| | | | | | Retainage: | \$ 20,544.25 | \$ - | \$ - | \$ 20,544.25 |
| | | | | | FDEP Less Retainage: | \$ 390,340.43 | \$ - | \$ - | \$ 390,340.43 |

Version: 10.0

Site Manager Approval:

Print Name

Signature

Date of Review Letter

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: Former Palm Tran Facility at Palm Beach International Airport, West Palm Beach, FL
Project Number: ENV2016006
Contract/CSA/Supplement Number: Supplement No. 2 to CSA No. 4

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by James Cotton, as
(Name of Individual)

Project Geologist, of Terracon Consultants, Inc.
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

James E. Cotton
(Signature)

5/17/2018
(Date)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: Revised 5/4/18 REQUESTED BY: John Tierney PHONE: 233-0252

PROJECT TITLE: Former County Transportation Facility at Palm Beach International Airport
Source Removal, Post-Active Remediation Monitoring & Site Closure
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ IST PLANNING NO.:

REQUESTED AMOUNT: \$ 154,080.28 BCC RESOLUTION#:

DATE:
CSA or CHANGE ORDER NUMBER: Supplement No. 2 to Authorization No. 4

LOCATION: Former Building S-1440, Palm Beach International Airport, West Palm Beach

BUILDING NUMBER: Not Applicable

DESCRIPTION OF WORK/SERVICE LOCATION: Source Removal, Post-Active Remediation Monitoring & Site Closure

PROJECT/W.O. NUMBER: ENV2016004

CONSULTANT/CONTRACTOR: Terracon Consultants, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: Source Removal, Post-Active Remediation Monitoring & Site Closure

| | |
|-----------------------|---------------|
| CONSTRUCTION | \$ |
| PROFESSIONAL SERVICES | \$ 154,080.28 |
| STAFF COSTS* | \$ |
| EQUIP. / SUPPLIES | \$ |
| CONTINGENCY | \$ |
| TOTAL | \$ 154,080.28 |

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: DEPT: UNIT: OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- ☐ Ad Valorem (Amount \$ _____)
- ☐ Infrastructure Sales Tax (Amount \$ _____)
- ☐ State (source/type: _____ Amount \$ _____)
- ☐ Federal (source/type: _____ Amount \$ _____)
- ☐ Grant (source/type: _____ Amount \$ _____)
- ☐ Impact Fees: (Amount \$ _____)
- ☐ Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY:  _____

DATE 5-4-18

ENCUMBRANCE NUMBER: 4111-121-4187-373-6101

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Former Palm Tran Facility
NAME OF PRIME BIDDER: Terracon Consultants, Inc.
CONTACT PERSON: Jim Cotton
BID OPENING DATE: NA

PROJECT NO. OR BID NO.: ENV2016006
ADDRESS: Building S-1440 Palm Beach International Airport
PHONE NO.: (561) 689-4299 FAX NO.: _____
USER DEPARTMENT: FD&O

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

| Name, Address and Phone Number | (Check one or both Categories) | | DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK | | | | |
|--------------------------------|--------------------------------|--------------------------|---|----------|-------|-----------|----------------|
| | <u>M/WBE</u> | <u>SBE</u> | Black | Hispanic | Women | Caucasian | Other (SBE) |
| | Minority Business | Small Business | | | | | |
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ |

(Please use additional sheets if necessary)

Total

Total Bid Price \$ 154,080.28

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$0.00 / 0.00%

I hereby certify that the above information accurate to the best of my knowledge:

James E. Cotton

Signature

Project Geologist

Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Hv IMM 7-0

R-2017-0151

AGENDA ITEM SUMMARY

☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Submitted For:

AB
Recommended By: Ann Kelly 11/3/17
Department Director Date
Approved By: pat JCBaker 11/12/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|-----------|------|------|------|------|
| Capital Expenditures | \$207,490 | | | | |
| Operating Costs | | | | | |
| Operating Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$207,490 | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 4111 Department 121 Unit A187-373 Obj 6101
Reporting Category

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

If the AC Application is accepted, the fiscal impact will be 27% of the estimated cleanup cost of \$640,400.61, plus 27% of the 20% contingency of \$128,080.12, for a \$207,489.80 total. The amount listed above includes a 20% contingency allowance if needed.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

Lisa Ponz 11/5/17
OFMB 2/1/14

Dr. J. Jacobson 11/10/17
Contract Dev. and Control
1/10/18

B. Legal Sufficiency:

Anne Delgent 1-10-17
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)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

ADVANCED CLEANUP
APPLICATION
FEB 0 7 2017

In accordance with Section 376.30713, Florida Statutes (F.S.), the Florida Department of Environmental Protection (herein referred to as the Department) is accepting applications from owners, operators, or persons otherwise responsible for site rehabilitation at sites eligible for restoration funding under the Early Detection Incentive Program (EDI), Abandoned Tank Restoration Program (ATRP), Petroleum Liability and Restoration Insurance Program (PLRIP) or the Petroleum Cleanup Participation Program (PCPP). Applications will be accepted by the Department of Environmental Protection, Division of Waste Management, Petroleum Restoration Program, Bob Martinez Center, 2600 Blair Stone Road, MS #4580, Tallahassee, Florida, 32399-2400 **until 5:00 P.M. on January 3, 2017**. One paper copy and one electronic copy of all applications must be in a sealed envelope, and contain the non-refundable application review fee of \$250.00 as described below. Applications received after 5:00 P.M. on January 3, 2017, will not be considered and will be returned to the applicant unopened. Applications received beginning November 1, 2016, and on or before 5:00 P.M. on January 3, 2017, shall be publicly opened at the Department of Environmental Protection located at 2600 Blair Stone Road, Tallahassee, Florida 32399-2400, in Room 433, on January 6, 2017, beginning at 9:00 A.M. Applications will be considered received by the Department when the sealed application is opened, and only at this time shall it be subject to Section 119.07(1), Florida Statutes.

A separate application must be submitted for each site either as an individual site application or as part of a bundled application package. Only one application per site shall be submitted during this application period. Only one proposed course of action and one proposed cost share shall be submitted in the application.

NOTE: If the Limited Contamination Assessment Report (LCAR) cannot be enclosed in the sealed envelope, it may be included in a separate package with the following statement appearing on the package: "Section VI of the Advanced Cleanup Sealed Application for Facility No. 50-8514018". In addition, all packages submitted in support of this application must contain the facility identification number and indicate the package number of the total number of packages submitted (i.e. Package 1 of 2, Package 2 of 2, etc.). Finally, packages should be bound together, with the sealed envelope on top, to avoid separation during mailing.

NOTE: THERE IS AN ADDITIONAL APPLICATION FORM FOR APPLICANTS PURSUING A BUNDLED PERFORMANCE BASED CONTRACT.

The information requested below must be provided to enable the Department to properly review and consider your application.

I. General Site Information

Facility Identification Number: 50-8514018
Facility Name: Palm Beach County Transit Authority
Facility Location: Building 1440 Palm Beach International Airport
[Street Address/Location]
West Palm Beach Palm Beach Florida 33406
[City] [County] [State] [Zip Code]
Real Property Owner: Palm Beach County
Real Property Owner's Address: 2633 Vista Parkway
West Palm Beach FL 33411
[City] [State] [Zip Code]
Real Property Owner's Phone Number: (561) 471-7403
[Area Code] [Phone Number]
Real Property Owner's email: lmbeebe@pbia.org

II. Applicant Information

Name of Applicant (if different than the current real property): Palm Beach County Department of Airports
Applicant's Address: 846 Palm Beach International Airport
[Mailing Address]
West Palm Beach FL 33406
[City] [State] [Zip Code]
Applicant's Phone Number: (561) 471-7403 - Daytime Phone
[Area Code] [Phone Number]
Applicant's Email: lmbeebe@pbia.org
Applicant's Relationship to the Facility (mark appropriate choice):
Real Property Owner
X Real Property Operator
Real Property Owner and Operator
Person Otherwise Responsible for Rehabilitation (supply an explanation below
and attach documentation supporting this relationship)
Explanation:

III. Site Eligibility (mark appropriate selection(s) if more than one discharge):

- ☒ Early Detection Incentive Program (EDI)
- ☐ Abandoned Tank Restoration Program (ATRP)
- ☐ Petroleum Liability and Restoration Insurance Program (PLRIP)
- ☐ Innocent Victim Program (IVP)
- ☐ Petroleum Cleanup Participation Program (PCPP)

IV. Applicant's Cost Share/Saving Commitment

Per 376.30713(2)(b)(I)-(II), the cost share commitment for individual sites may be submitted on one of two formats:

1. For an individual application proposing that the Department enter into a Performance-Based Contract (PBC) may use a commitment to pay, a demonstrated cost savings, or both.
2. For an individual application relying on a demonstrated cost savings to the Department, the applicant shall, in conjunction with the proposed Agency Term Contractor (ATC), establish and provide in the application the percentage of cost savings to the Department for cleanup of the sites under the application compared to the cost of cleanup of the same site using the current rates provided to the Department by the proposed ATC.

In order to be considered for Advanced Cleanup (AC) funding, applicants in the EDI, ATRP, PLRIP or IVP Programs must commit to provide cost share/cost savings of no less than 25% of the proposed course of action exclusive of the cost for the limited contamination assessment report (LCAR) and any costs previously expended on this site. Applicants in the PCPP Program must also commit to provide cost share/cost savings of no less than 50% of the proposed course of action exclusive of the cost for the limited contamination assessment report (LCAR) and any costs previously expended on this site. The Department shall rank applications received based on the percentage of cost-sharing/savings commitment proposed by applicants, with the highest ranking given to the applicant that proposes the highest percentage of cost-sharing. If the Department receives applications that propose identical cost-sharing/saving commitments and which exceed the funds available to commit to all such proposals during the advanced cleanup application period, the Department shall notify the group of applicants appearing in the identical cost-share/saving category and provide these applicants a second opportunity to revise their cost-share/saving commitment percentage. If such an opportunity is offered, the date and time for submittal of a revised cost-share/saving commitment percentage shall be included in the request that is mailed to such applicants.

Pursuant to Section 376.30713 (4), F.S., the Department is authorized to enter into contracts for a total of up to **\$15 million** of advanced cleanup work for this AC application round.

STATEMENT OF APPLICANT:

Cost Share: As an applicant for the Advanced Cleanup Program, the applicant commits to pay 27 % of the total cost of the proposed course of action. The undersigned applicant understands that any expenditures made prior to the execution of a contract with the Department will not be eligible for funding under the Advanced Cleanup Program. The current estimated total cleanup cost for the proposed course of action for this facility is \$ 640,400.61.

Cost Savings: If the applicant also commits to demonstrate a cost savings, as part of an application, the percentage (%) of the demonstrated cost savings (as explained by the applicant in the proposed course of action) will be 0 % of the current estimated total cleanup cost for the site.

V. Contractor Recommendation

The contractor performing the work with this Advance Cleanup Agreement must either be a current agency term contractor with the Department recommended by the applicant or the work must be competitively bid by the Department. The applicant must submit a completed and signed Site Contractor Recommendation Form with the AC application if they recommend an Agency Term Contractor.

VI. Limited Contamination Assessment Report (LCAR)

The purpose of the LCAR is to support the proposed course of action and the associated cost estimate. An LCAR will be required in the application package for the Advanced Cleanup Program as stated in Section 376.30713 Florida Statutes (F.S.). The LCAR must be sufficient and conform to the requirements set forth in the attached LCAR guidance document dated June 9, 2000 and the Required Information and Data for the Application Package. If there are any conflicts between that guidance and the instructions in this AC bid package, the instructions in the AC bid package shall govern.

The **LCAR MUST PROVIDE SUFFICIENT SOIL AND GROUNDWATER DATA** to **characterize** and **delineate** the contamination at the site and contamination migrating off the site so that a reasonable remediation strategy and cost estimate can be developed. Along with any available historical data, soil laboratory analytical data no older than 5 years old for historic contaminated areas must be provided and be sufficient to justify the proposed remedial activity for soil cleanup. The latest groundwater analytical data presented in the LCAR must not be older than 270 days (9 months) from the time of the application per Chapter 780.700(3)(c) F.A.C. All soil and groundwater data must be presented in proper Table and Figure format.

If, in the determination of the Department, the LCAR is insufficient and does not meet the requirements set forth in Section VI of this application, the application shall be deemed non-responsive and will not be considered. Any costs incurred related to conducting the LCAR are not payable from the Inland Protection Trust Fund which supports the Advanced Cleanup Program.

NOTE: As stated earlier, if the information for this section cannot be enclosed in the sealed envelope, it may be included in a separate package with the following statement appearing on the package: "Section VI of the Advanced Cleanup Sealed Application for Facility No. 50-8514018." In addition, all packages submitted in support of this application must contain the Facility identification number and indicate the package number of the total number of packages submitted (i.e. Package 1 of 2, Package 2 of 2, etc.). Finally, packages should be bound together, with the sealed envelope on top, to avoid separation during mailing.

VII. Proposed Course of Action:

The applicant must provide the proposed course of action including the total estimated cleanup cost (using the ATC SPI unit rates) and the timetable for conducting the activities described in the proposed course of action. If the proposed course of action does not include the required cost estimate and timetable, the submittal will be deemed non-responsive. The Agreement requires the parties to continue with the work under the Agreement regardless of changes in ranking or score.

Proposals for less than total cleanup (i.e., not reaching an SRCO) may be appropriate in cases where the cost of total cleanup pursuant to Rule 62-780.680, F.A.C. (with or without conditions) will cause the Department to exceed the \$5 million annual limit pursuant to Section 376.30713(4), F.S. If the proposed course of action is for less than total cleanup, the applicant must clearly demonstrate that the proposed course of action will achieve substantial environmental and economic benefits to the state. Failure to clearly demonstrate substantial environmental and economic benefits to the state may result in unsuccessful negotiation of the Advanced Cleanup Agreement.

VIII. Non-refundable Application Review Fee

All applicants must include a cashier's check or money order (**DO NOT SEND CASH, PERSONAL CHECKS OR CORPORATE CHECKS**) issued to the "Florida Department of Environmental Protection" for the amount of \$250.00 to cover the non-refundable application review fee in order for your application to be reviewed for responsiveness. Failure to submit the non-refundable application review fee as required above shall result in your application package being disqualified from further consideration.

All applicants submitting incomplete application packages shall forfeit the non-refundable application review fee of \$250.00.

IX. Site Access Agreement

Site Access Agreements must be submitted with the application and be signed by each owner of the Property that is part of the application by an authorized representative (See the Department's OGC internet website, Enforcement Manual, appendix). The Site Access Agreement must be the current PRP Site Access Agreement dated 5/19/15 and include the following:

- A printout of the County Property Appraiser's Parcel and Property Information. If ownership has recently changed and the County Property Appraiser's website has not been updated to reflect the ownership change, include a copy of the recorded deed.
- A completed and signed by each property owner Site Access Agreement or similar permissions that do not violate state law (i.e., Ch. 376, 119, & 768, Florida Statutes).
- A completed and signed Site Access Agreement or similar permissions that do not violate state law for any long-term tenant or leasee with a lease recorded in the County records.

Please submit an electronic copy of the entire Application Package.

X. Conflict of Interest

The Department believes that the president or manager of an Agency Term Contractor who is also an owner, president or manager of the LLC that owns the property that is the source of contamination that is eligible for a state-funded cleanup constitutes a conflict of interest pursuant to the Agency Term Contract (ATC), paragraph 30. Subparagraph 30.A. of the ATC states that the contractor will not "acquire any interest which would conflict in any manner or degree with its performance of this" ATC. Contractors are then instructed by subparagraph 30.B. to notify the Department of any "contractual or other business relationships between the Contractor... and any of the persons or entities who are, or may be, responsible for contamination of a site on which it is assigned work." Paragraph 30.D. defines a business relationship and a contractor or subcontractor is "deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to the site owner or operator, or his or her designee to obtain the work associated with such site."

If there is the appearance of a potential conflict of interest, among the affiliates and/or the contractor, the Applicant shall be given 3 business days from date of notification by the Department to provide documentation that proves otherwise. The documentation must prove to the satisfaction of the Department there is no conflict of interest. If the Applicant fails to produce documentation to Departments satisfaction within the stated timeframe the application (including bundles) will be rejected in their entirety.

XI. Applicant's Certification

The undersigned applicant, under penalty of perjury, hereby certifies that he or she has the authority to negotiate and enter into an advanced cleanup contract with the Florida Department of Environmental Protection and qualifies as an applicant pursuant to Section 376.30713(2) F.S.


Signature of Applicant

12/3/16
Date of submittal

Bruce Pelly

Print Name of Applicant

Director of Airports

Applicant's Title with legal authority to bind the entity.

(If applicant's name is not listed with the Florida Division of Corporations, provide documentation or legal opinion from the entity's attorney of evidence of authority to bind the corporation, LLC, etc.)

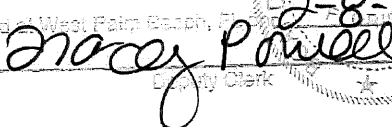
Palm Beach County, a political subdivision of the State of Florida

Name of Corporation, LLC or Partnership
(if applicable)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: 
County Attorney

FORM APPROVED: 11/22/2016 (R2016-1674)

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller,
certify this to be a true and correct copy of the original
filed in my office on FEB 07 2017
dated at West Palm Beach, FL 2-8-17
By: 
County Clerk