

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2019 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

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

- A. An Entry Agreement with Florida Department of Environmental Protection (“FDEP”) for 3228 Gun Club Rd, West Palm Beach, FL, FDEP Facility ID: 508841291, for as long as is necessary to assess, remove, monitor and remediate the contamination to the Property and;
- B. An Entry Agreement with Florida Department of Environmental Protection (“FDEP”) for 1040 Royal Palm Beach Blvd, Royal Palm Beach, FL, FDEP Facility ID: 508623112, for as long as is necessary to assess, remove, monitor and remediate the contamination to the Property

Summary: Resolution (R-2015-1613) established a new standard form Agreement for use with the Florida Department of Environmental Protection (FDEP) and its contractors to assess, remove, monitor and remediate contamination on County-owned property. The Site Access Agreement is FDEP’s standard form, and is required for FDEP to solicit a contractor, who will actually complete the remediation activities. The County enters into a separate Entry Agreement with each contractor before the contractor commences work. Both Agreements are provided without cost to FDEP or its contractors, and the remediation work would be completed at no cost to the County. In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a Receive and File agenda item. The attached standard Site Access Agreement was fully executed on August 1, 2017 on behalf of the Board of County Commissioners. **(FDO Admin) Countywide (LDC)**

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

Attachments:

- 1. An Entry Agreement with Florida Department of Environmental Protection (“FDEP”) for 3228 Gun Club Rd, West Palm Beach, FL, FDEP Facility ID: 508841291 dated February 4, 2019 and;
- 2. Entry Agreement with Florida Department of Environmental Protection (“FDEP”) for 1040 Royal Palm Beach Blvd, Royal Palm Beach, FL, FDEP Facility ID: 508623112 dated January 15, 2019.

Recommended By: MB Anthony Wolf 5/7/19
 Department Director Date

Approved By: VC Baker 5/21/19
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

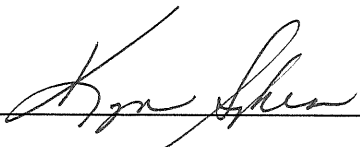
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
Does this item include the use of federal funds: Yes _____ No _____

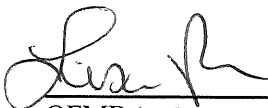
Budget Account No:
 Fund _____ Dept _____ Unit _____ Revenue Source _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

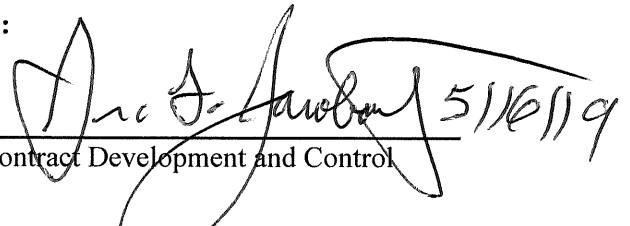
B. Recommended Sources of Funds/Summary of Fiscal Impact:

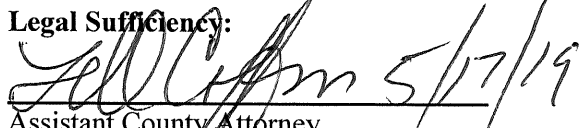
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/15/19
 OFMB AKO 5/14
 5/13 5/10

 5/16/19
 Contract Development and Control

B. Legal Sufficiency:
 5/17/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 4th day of February 2019 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and PPM 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 Palm Beach County - Criminal Justice Complex, 3228 Gun Club Road, West Palm Beach, Palm Beach County, Florida, PCN 00-43-44-06-00-000-1050, FDEP Facility ID: 50 8841291 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 March 8, 2016 by and between Palm Beach County and State of Florida Department of Environmental Protection (the "Department" or "FDEP") attached hereto and incorporated herein as Exhibit "B".
4. This permission is specifically limited to the following activities that may be performed by Contractor, its agents or sub-contractors on the property: soil and groundwater assessment and remediation activities in accordance with FDEP cleanup directives (see attached Exhibit "C").
5. Contractor, its agents or sub-contractors may enter the Property during normal business hours as described herein and may also make arrangements to enter the Property at other times after coordinating with the County.
6. During the term of this Entry Agreement, Contractor shall provide and maintain commercial general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self insurance as required by Chapter 440, Florida Statutes. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Contractor. Contractor shall include County as an additional insured on its general liability insurance policy. In the event Contractor subcontracts any part or all of its operations as described in this or related in any way to this Agreement, Contractor shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. Contractor shall include in its contract with subcontractor(s) a provision whereby the subcontractor agrees to defend, indemnify and hold harmless Palm Beach County from all injury and

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

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

Specifically

Time Limits: Access will be between the hours of 8:00 AM and 5:00 PM
Monday through Friday, excluding government holidays and/or instances
of conflict with approaching capital improvement projects at the facility as
determined in advance at the sole discretion of County.

Points of Contact: **Owner:** Palm Beach County
Facilities Development & Operations (FD&O)
Attn: Audrey Wolf, Director
2633 Vista Parkway, West Palm Beach, FL 33411
Phone: 561-233-0200

Owner Rep. John Tierney, Regulatory Specialist
Phone: 561-233-0252

Contractor: PPM Consultants, Inc.
Attn: Amy L. Guilfoyle
1012 South Northlake Boulevard, Suite 1012
Altamonte Springs, Florida 32701
Phone: (407) 240-1127
Email: Amy.Guilfoyle@ppmco.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:

[Signature]

Signature

R. Eric McClellan

Typed or Printed Name

[Signature]

Signature

John Tierney

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

CONTRACTOR:

PPM Consultants, Inc.

By: [Signature]

Signature

Michael D. McCour

Typed or Printed Name

U.P.

Title

(Corporate Seal)

WITNESSES:

[Signature]

Signature

Eane G. Hood Jr.

Typed or Printed Name

[Signature]

Signature

Matthew J. Ebbert

Typed or Printed Name

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

Exhibit "A"
Legal Description of the Property

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

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

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

Exhibit "B"
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement) dated March 8, 2016
by and between
Palm Beach County
and
State of Florida Department of Environmental Protection (the "Department" or "FDEP")

Exhibit "C"
To Entry Agreement

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



Order No. B44C16

Version Number: 1
Internal Version: false
Issued on Tue, 18 Dec, 2018
Created on Tue, 18 Dec, 2018 by Ariba System

Supplier:
PPM Consultants
6220 S Orange Blossom Trail, Suite 516
Orlando, FL 32809
United States
Phone: 1407-240-1127
Fax: 1
Contact: Amy Gullfoyle

Ship To:
DEP-PETROLEUM RESTORATION PROGRAM SECTION 2
BMC RM 430 MS 4545
2600 BLAIR STONE RD
TALLAHASSEE, FL 32399
United States

Bill To:
DEP-PETROLEUM RESTORATION PROGRAM SECTION 2
BMC RM 430 MS 4545
2600 BLAIR STONE RD
TALLAHASSEE, FL 32399
United States

Deliver To:
Mark Williams (Contracts)

Entity Description: Department of Environmental Protection
Organization Code: 37450404555
Object Code: 000000-131545
Expansion Option: JG
Exemption Status: No
Exemption Reason?:

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Contractor has been selected to perform a Low...		Dollar	33,732.37	None	\$1.00000 USD	\$33,732.37000 USD

Contractor has been selected to perform a Low Score Assessment (LSA) at the Palm Bch Crnty-Criminal Justice Complex, 3228 Gun Club Rd, West Palm Beach, Palm Beach County, Florida, FAC ID 508841291. Attachment A, Scope of Work, attached to the purchase order (PO) describes the work to be completed by the Contractor. All work shall be performed in accordance with the terms of the Agency Term Contract (ATC). The PRP reference number for this project is 875-010A.

Attache
d hereto and made a part of this PO is Attachment B - Schedule of Pay Items and Other Related Documents. Pay Items are at or below the negotiated maximum rates included in the ATC. Contractor must submit the appropriate completed documents from Attachment B to the Site Manager with each deliverable, as instructed. Upon completion and approval of all work under this PO, Contractor shall submit a signed Release of Claims document, along with the final invoice. Contractor must include Subcontractor Utilization Report form, included as a tab on Attachment B, with each invoice.

The Department will retain 5% of the total amount of each payment made. Contractor may submit a request for release of retainage upon completion, and DEP approval of, all work performed under this PO.

The Department will evaluate the Contractor as specified in the Agency Term Contract.

The Contractor agrees to perform the services described in the PO in accordance with the terms of its ATC (as those terms may have been amended) which are in effect on date of issuance of the PO. The applicable ATC terms are available at the following URL:
<https://facts.fdfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=GC875>

Distributors?: N
Requester: Mark Williams (Contracts)
Ship To Code: DEP309S
State Contract ID:
Contract ID:

Requester Phone:
 PR No.: PR10763060
 MyGreenFlorida Content: N
 Method of Procurement: J - Agency ITN [s 287.057(1) (c), F.S.]
 Shipping Method: Best Way
 FOB Code: INC-Dest
 FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Encumber Funds: Yes
 PO Start Date: Tue, 18 Dec, 2018
 PO End Date: Mon, 2 Dec, 2019
 Fiscal Year Indicator: 2019
 PU#: 3701
 Site Code: 370000-12
 Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
 P Card Order?: No

Total	\$33,732.37000
	USD

Comments

- Twilla Barteld (Contracts), 12/13/2018:
 The following attachments are attached herelo and made a part of this Purchase Order.
 Attachment A – Scope of Work
 Attachment B – Schedule of Pay Items and Other Related Documents (Twilla Barteld (Contracts), Thu, 13 Dec, 2018)
- COMMENT by Vicki Chatelain (Contracts) on 12/18/2018
 Note: Attachment B language appearing in upper right-hand corner titled "Without Handling Fee" is used by the program to identify the total cost less the 6% handling and MFMP fee on reimbursable items. This information is only used as a check point for PRP staff. The total PO amount for the project is the amount appearing in the "Total Extended Cost" section in the upper right-hand side of the spreadsheet. (Vicki Chatelain (Contracts), Tue, 18 Dec, 2018)

Attachments

- ATTACHMENT by Twilla Barteld (Contracts) on Thursday, December 13, 2018 at 11:27 AM
 Attachment A - LSA Scope of Work - 508841291.pdf (166189 bytes)
- ATTACHMENT by Twilla Barteld (Contracts) on Thursday, December 13, 2018 at 11:27 AM
 Attachment B - Schedule of Pay Items & Other Related Documents - 508841291.xlsm (1382753 bytes)

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

SubPhase(s): LSA

Specifications

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

Copies of all referenced guidelines are available at:

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

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

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

All work must be conducted in accordance with PRP Standard Specification Details found at:

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

The following tables are included as attachments to this SOW and further represent the details of the scope of work.

- Water Sampling Table
- Soil and Air Sampling Table
- Soil Boring (SB) and Well Installation Table

Task 1 Description: Conduct file review and prepare and submit historical summary worksheet; prepare and submit health and safety plan (HASP); Schedule site/reconn/field/ pre-drill meeting with owner , owner representative, site manager, and other interested parties. Following completion of site meeting, submit the pre-drill meeting notes to include: date, start and end time, list of participating parties, confirmation by the ATC that the operating business owner/tenant recognizes the scope of work prior to field activities. In discussion with Site Manager , interested parties and stakeholders prepare and submit if necessary, Task 2, SOW modifications including locations of proposed soil borings and monitoring wells. Please note that per the DEP SAA, a separate SAA between the owner and the ATC has been requested by the property owner/tenant. Submit an email or letter (copying the owner or tenant) indicating either that this separate SAA has been executed or that the owner no longer wants such an agreement with the contractor (the owner is content with the current DEP SAA). The DEP does not need a copy of this agreement.

Task 1 Deliverable: HASP, Summary Site Worksheet, Field Notes, pre-drilling notes, Acknowledgement of separate SAA.

Task 1 Deliverable Due Date: Thursday, January 31, 2019

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

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

WATER SAMPLING TABLE																		
Task #	Well #(s) or Water Sample Location	Frequency (if applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only (#-7)	# MWs Sampled (8-1,8-2)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-41.) Lead, Total									
2	new MW-1				1	1	1	1										
2	new MW-2				1	1	1	1										
2	new MW-3				1	1	1	1										
2	new MW-4				1	1	1	1										
2	new MW-5				1	1	1	1										
2	new MW-6				1	1	1	1										
2	SPLP leachate				1	6	6	1										
2	new MW-7				1	1	1	1										
2	new MW-8				1	1	1	1										
2	new MW-9				1	1	1	1										
2	new MW-10				1	1	1	1										
2	Contingent MW-11				1	1	1	1										
2	Contingent MW-12				1	1	1	1										
2	Contingent MW-13				1	1	1	1										
Task 2 Subtotal					0	13	19	19	13	0	0	0	0	0	0	0	0	0
GRAND TOTALS					0	13	19	19	13	0	0	0	0	0	0	0	0	0

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

<p>Task 2 Description: After site manager Task 1 approval. Obtain well installation permits, Perform SB's and monitor well installation by DPT with auger attachment. Collect soil samples from soil borings with highest OVA, additional SB's are added as a contingent. Install up to 10 - shallow monitoring wells (3 additional wells for contingent) by bracketing the water table. (See Figure 1). Collect Soil samples for pre-burn analysis. Conduct a groundwater sampling event for analyses. Submit Laboratory results for soil and groundwater sampling in ADAPT format. Submit laboratory results to site manager. Prepare and submit an Interim Assessment Report, including figures, copies of well permits, tables, field notes, photographs, soil boring and well installation logs, analytical results, and recommendation for additional site assessment activities. Submit waste disposal manifest.</p>
<p>Task 2 Deliverable: Interim Assessment Report with Tables, Figures, Well Boring Logs, Well Installation Logs, Laboratory Results, Field Notes, Photographs, Well Permits, Waste Disposal Manifest.</p>
<p>Task 2 Deliverable Due Date: Friday, March 15, 2019</p>
<p>Task 3 Description: Prepare and submit a General Site Assessment Report/ P.G. or P.E. Review. Contingent Funding in this task is only to be used to offset the cost for pay items associated with a Field request for Change for any open task.</p>
<p>Task 3 Deliverable: General Site Assessment Report in TSAR Format.</p>
<p>Task 3 Deliverable Due Date: Tuesday, July 16, 2019</p>
<p>PO End Date: Monday, September 16, 2019</p>

Schedule of Pay Items (SPI)

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

Requests for Change (RFC)

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

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

Any change which results in an extension of the due dates, PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW.

Performance Measures

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

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

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

Invoicing, Payments and Financial Consequences

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

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

Retainage shall be withheld in the amount of 5%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

Notice of Field Activities

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

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

Any blank fields are not applicable to the scope of work

SOIL and AIR SAMPLING TABLE

Task #	Soil/Air Sample Locations	Frequency (if applicable)	Expedited Turnaround (TA)	Depth Interval (if applicable)	(9-2.) BTEX + MTBE	(9-5.) PAHs	(9-8.) TRPH (FL-PRO)	(9-8.a.) TRPH Fractionation	(9-10.) SPLP-Extraction Only	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead	(9-4.) BTEX + MTBE + VQGs					(8-14.) Encore Sampler
2	SB-1			Highest OVA/vadose	1	1	1												
2	SB-2			Highest OVA/vadose	1	1	1												
2	SB-3			Highest OVA/vadose	1	1	1												
2	SB-4			Highest OVA/vadose	1	1	1												
2	SB-5			Highest OVA/vadose	1	1	1												
2	SB-6			Highest OVA/vadose	1	1	1												
2	SB-7			Highest OVA/vadose	1	1	1												
2	SB-8			Highest OVA/vadose	1	1	1												
2	SB-9			Highest OVA/vadose	1	1	1												
2	SB-10			Highest OVA/vadose	1	1	1												
2	contigent SB-11			Highest OVA/vadose	1	1	1												
2	contigent SB-12			Highest OVA/vadose	1	1	1												
2	contigent SB-13			Highest OVA/vadose	1	1	1												
2	SPLP Leachability								12										6
2	Pre burn																		
2	TRPH							2		1	1	1	1	1					
Task 2 Subtotal					13	13	13	2	12	1	1	1	1	1	0	0	0	0	6
GRAND TOTALS					13	13	13	2	12	1	1	1	1	1	0	0	0	0	6

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508841291

STCM Facility Name: PALM BCH CNTY-CRIMINAL JUSTICE COMPLEX

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

SOIL BORING AND WELL INSTALLATION TABLE																	
SOIL BORING DETAILS					Screening/Spill Spoon Intervals			WELL INSTALLATION DETAILS									
TASK #	Installation Method	Quantity	Depth (ft b/s)	Total Boring Footage (ft)	Screening Depth Interval 1 & Spacing	Screening Depth Interval 2 & Spacing	Screening Depth Interval 3 & Spacing	Quantity	Well Type	Well Diameter (in)	Depth (ft b/s)	Screen Interval (ft b/s)	Total Well Footage (ft)	Surface Casing Diameter (in)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	DPT	10	12	120	2ft								0			0	
2	DPT	3	12	36	Contingent/ 2ft								0			0	
2	DPT			0				10	MW	2	12	2-12	120			0	
2	DPT			0				3	MW	2	12	2-12	36			0	8" MH
TOTALS				156									156			0	8" MH

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 15 day of July by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and Streamline Environmental, 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 1040 Royal Palm Beach Boulevard, Royal Palm Beach, Palm Beach County, Florida, PCN 72-41-43-26-30-000-0020, FDEP Facility ID: 508623112 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 August 22, 2018 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 8:00 AM and 5:00 PM
Monday through Friday, excluding government holidays.

Points of Contact: **Owner:** Palm Beach County
Facilities Development & Operations (FD&O)
Attn: Audrey Wolf, Director
2633 Vista Parkway, West Palm Beach, FL 33411
Phone: 561-233-0200

Contractor: Streamline Environmental, Inc.
Attn: Mike Roose, Vice President
1821 Sahlman Drive, Suite B, Tampa, Florida 32399
Phone: 813-258-5561

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:

Robert Eric McClellan
Signature
Robert Eric McClellan
Typed or Printed Name

John Tierney
Signature
John Tierney
Typed or Printed Name

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

By: *Ann Army Wolf*
County Administrator, or designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

CONTRACTOR:

Streamline Environmental, Inc.

By: *Michael J. Roose*
Signature
Michael J. Roose
Typed or Printed Name

Vice President
Title

(Corporate Seal)

WITNESSES:

Amanda Barnhart
Signature
Amanda Barnhart
Typed or Printed Name

Stephanie May
Signature
Stephanie May
Typed or Printed Name

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

Exhibit "A"
Legal Description of the Property

Short Legal Description: VILLAGE HALL LT2

FDEP Coordinates (Degrees Minutes Seconds) for Facility 508623112:

Latitude	26° 42' 14.0934"
Longitude	80° 13' 43.2552"

Exhibit "B"
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement) dated August 22, 2018
by and between
Palm Beach County
and
State of Florida Department of Environmental Protection (the "Department" or "FDEP")

Exhibit "C"
To Entry Agreement

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



B41E03 - DEP-PETRO-B41E03-508623112-878-034A-PALM BEACH CO FIRE RESCUE #28-LSA-SBL

Status: **Ordered**

These are the details of the request you selected. Depending on its status, you can edit, change, copy, cancel, or submit the request for approval. You may also print the details of the request. Review your request and take the desired action(s).

[Back](#)

[Print](#)

Summary Approval Flow Receipts Invoices History

ReqID: [PR10724012](#)
 Order ID: [B41E03](#)
 Version: 1
 Title: DEP-PETRO-B41E03-508623112-878-034A-PALM BEACH CO FIRE RESCUE #28-LSA-SBL
 Supplier: Streamline Environmental, Inc.
 Contact: 002_Streamline, Tampa
 PO Balance: \$46,772.77000 USD
 Payment Details: [More...](#)
 My Labels: [Apply Label...](#)

Line Items (1)						Show Details
Type	No.	ReqID	Qty	Unit	Description	
					Contractor has been	

Total ordered: \$46,772.77000 USD

PAYMENT TERMS

COMMENTS - ENTIRE PURCHASE ORDER

Cost" section in the upper right-hand side of the spreadsheet.

[Friday, November 16, 2018 at 1:27 PM] [Reply](#)

[Shanelle Lewis](#)
(...)

The following attachments are attached hereto and made a part of this Purchase Order.

Attachment A – Scope of Work

Attachment B – Schedule of Pay Items and Other Related Documents

[Friday, November 2, 2018 at 1:10 PM] [Reply](#)

[\(Add Comment\)](#)

ATTACHMENTS - ENTIRE PURCHASE ORDER

Attachments			
File Name ↑			
Attachment A - LSA Scope of Work - 508623112.pdf Download	178.7 KB	Shanelle Lewis (Contracts)	(Delete)
Attachment B - Schedule of Pay Items & Other Related Documents - 508623112.xlsx Download	1,345.1 KB	Shanelle Lewis (Contracts)	(Delete)
(Add Attachment)			



Order No. B41E03

Version Number: 1
 Internal Version: false
 Issued on Fri, 16 Nov, 2018
 Created on Fri, 16 Nov, 2018 by Ariba System

Supplier:
 Streamline Environmental, Inc.
 1821 Sahlman Drive, Suite B
 Tampa, FL 33605
 United States
 Phone: 1813-258-5561
 Fax: 1813-258-4257
 Contact: Lawrence McClure

Ship To:
 DEP-PETROLEUM RESTORATION PROGRAM SECTION 2
 BMC RM 430 MS 4545
 2600 BLAIR STONE RD
 TALLAHASSEE, FL 32399
 United States

Deliver To:
 Mark Williams (Contracts)

Bill To:
 DEP-PETROLEUM RESTORATION PROGRAM SECTION 2
 BMC RM 430 MS 4545
 2600 BLAIR STONE RD
 TALLAHASSEE, FL 32399
 United States

Entity Description: Department of Environmental Protection
 Organization Code: 37450404555
 Object Code: 000000-131545
 Expansion Option: JG
 Exemption Status: No
 Exemption Reason?:

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Contractor has been selected to perform a Low...		Dollar	46,772.77	None	\$1.00000 USD	\$46,772.77000 USD

Contractor has been selected to perform a Low Score Assessment (LSA) at the Palm Beach Co-fire Rescue #28, 1040 Royal Palm Beach Blvd, Royal Palm Beach, PALM BEACH County, Florida, FAC ID 508623112. Attachment A, Scope of Work, attached to the purchase order (PO) describes the work to be completed by the Contractor. All work shall be performed in accordance with the terms of the Agency Term Contract (ATC). The PRP reference number for this project is 878-034A.

Attache
 d hereto and made a part of this PO is Attachment B - Schedule of Pay Items and Other Related Documents. Pay Items are at or below the negotiated maximum rates included in the ATC. Contractor must submit the appropriate completed documents from Attachment B to the Site Manager with each deliverable, as instructed. Upon completion and approval of all work under this PO, Contractor shall submit a signed Release of Claims document, along with the final invoice. Contractor must include Subcontractor Utilization Report form, included as a tab on Attachment B, with each invoice.

The Department will retain 5% of the total amount of each payment made. Contractor may submit a request for release of retainage upon completion, and DEP approval of, all work performed under this PO.

The Department will evaluate the Contractor as specified in the Agency Term Contract.

The Contractor agrees to perform the services described in the PO in accordance with the terms of its ATC (as those terms may have been amended) which are in effect on date of issuance of the PO. The applicable ATC terms are available at the following URL: <https://facts.fidfs.com/Search/ContractIDetail.aspx?AgencyId=370000&ContractId=GC878>

Distributors?: N
 Requester: Mark Williams (Contracts)
 Ship To Code: DEP309S
 State Contract ID:
 Contract ID:
 Requester Phone:
 PR No.: PR10724012
 MyGreenFlorida Content: N
 Method of Procurement: J - Agency ITN [s 287.057(1) (c), F.S.]
 Shipping Method: Best Way
 FOB Code: INC-Dest
 FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
 Encumber Funds: Yes
 PO Start Date: Fri, 16 Nov, 2018
 PO End Date: Mon, 16 Sep, 2019
 Fiscal Year Indicator: 2019
 PUI#: 3701
 Site Code: 370000-12

Total	\$46,772.77000 USD
--------------	---------------------------

Comments

- **Shanelle Lewis (Contracts), 11/02/2018:**
The following attachments are attached hereto and made a part of this Purchase Order.
Attachment A – Scope of Work
Attachment B – Schedule of Pay Items and Other Related Documents (Shanelle Lewis (Contracts), Fri, 02 Nov, 2018)
- **COMMENT by Vicki Chatelain (Contracts) on 11/16/2018**
Note: Attachment B language appearing in upper right-hand corner titled "Without Handling Fee" is used by the program to identify the total cost less the 6% handling and MFMP fee on reimbursable items. This information is only used as a check point for PRP staff. The total PO amount for the project is the amount appearing in the "Total Extended Cost" section in the upper right-hand side of the spreadsheet. (Vicki Chatelain (Contracts), Fri, 16 Nov, 2018)

Attachments

- **ATTACHMENT by Shanelle Lewis (Contracts) on Friday, November 9, 2018 at 8:49 AM**
Attachment A - LSA Scope of Work - 508623112.pdf (182942 bytes)
- **ATTACHMENT by Shanelle Lewis (Contracts) on Friday, November 9, 2018 at 8:49 AM**
Attachment B - Schedule of Pay Items & Other Related Documents - 508623112.xlsm (1377411 bytes)

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

Facility Name: PALM BEACH CO-FIRE RESCUE #28
 7-Digit Facility ID #: 8623112
 County: 50
 Region: South
 Site Manager Name: MARK WILLIAMS
 Site Manager Phone: (561)233-2560
 Site Manager Email: mcwillia@pbcgov.org

Contractor: Streamline Environmental, Inc.
 CID #: 00381 Retainage %: 5% Purchase Order:
 Contract #: GC878 FDEP Cost Share %: 100.00% Download Date: 9/25/18 15:45
 SPI ID #: 13581 Total Extended Cost: \$ 46,772.77 Assnignment Type: CSF
 Without Handling Fee: \$ 46,760.77
 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									
1-1.	File Review	Per Review	1	\$ 620.00	\$ 620.00	0	0	\$ -	1
1-2.	Site Health & Safety Plan	Per Site	1	\$ 340.00	\$ 340.00	0	0	\$ -	1
2-1.	Site Reconnaissance/Field Measurement Visit	Per Visit	1	\$ 595.00	\$ 595.00	0	0	\$ -	1
3-2.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	2	\$ 700.00	\$ 1,400.00	0	0	\$ -	2
20-6.	Scientist/Technical Specialist (Key)	Per Hour	2	\$ 85.00	\$ 170.00	0	0	\$ -	2
		RETAINAGE			\$ 156.25	\$ -		\$ -	\$ 156.25
		SUBTOTAL			\$ 3,125.00	\$ -		\$ -	\$ 3,125.00
Task 2									
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	200	\$ 1.00	\$ 200.00	0	0	\$ -	200
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	200	\$ 0.06	\$ 12.00	0	0	\$ -	200
3-2.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - > 100 miles each way	Per Round Trip	3	\$ 700.00	\$ 2,100.00	0	0	\$ -	3
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	1	\$ 1,200.00	\$ 1,200.00	0	0	\$ -	1
4-1.a.	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	24	\$ 80.00	\$ 1,920.00	0	0	\$ -	24
5-3.a.	Direct Push Technology (DPT) Rig and Equipment	Full Day	2	\$ 3,000.00	\$ 6,000.00	0	0	\$ -	2
6-2.a.	Well Installation - 2 inch diameter (vertical)	Per Foot	156	\$ 38.00	\$ 5,928.00	0	0	\$ -	156
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	13	\$ 240.00	\$ 3,120.00	0	0	\$ -	13
8-6.	Soil/Sediment Sample Collection	Per Sample	14	\$ 100.00	\$ 1,400.00	0	0	\$ -	14
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	2	\$ 55.00	\$ 110.00	0	0	\$ -	2
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	6	\$ 20.00	\$ 120.00	0	0	\$ -	6
9-2.	Soil, BTEX + MTBE (EPA 8021 or EPA 8260)	Per Sample	13	\$ 48.00	\$ 624.00	0	0	\$ -	13
9-4.	Soil, BTEX + MTBE + VOHs (EPA 8021 or EPA 8260)	Per Sample	1	\$ 71.19	\$ 71.19	0	0	\$ -	1
9-5.	Soil, Polycyclic Aromatic Hydrocarbons (EPA 8270 or EPA 8310)	Per Sample	13	\$ 73.00	\$ 949.00	0	0	\$ -	13
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	13	\$ 54.00	\$ 702.00	0	0	\$ -	13
9-8.a.	Soil, TRPH Fractionation (MADEP-EPH/MPH Method or TPHCWG Direct Method)	Per Sample	2	\$ 225.00	\$ 450.00	0	0	\$ -	2
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	1	\$ 11.50	\$ 11.50	0	0	\$ -	1
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 11.50	\$ 11.50	0	0	\$ -	1
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 11.50	\$ 11.50	0	0	\$ -	1
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	1	\$ 11.50	\$ 11.50	0	0	\$ -	1
9-16.	Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA1312)	Per Sample	12	\$ 28.25	\$ 339.00	0	0	\$ -	12
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	19	\$ 48.00	\$ 912.00	0	0	\$ -	19
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	19	\$ 75.00	\$ 1,425.00	0	0	\$ -	19

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
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	13	\$ 56.00	\$ 728.00	0	0	\$ -	13
12-6.	Transport and Disposal of Petroleum Impacted Soil (includes drum)	Per Drum	6	\$ 194.43	\$ 1,166.58	0	0	\$ -	6
12-13.	Transport and Disposal of Petroleum Contact Water (includes drum)	Per Drum	6	\$ 175.00	\$ 1,050.00	0	0	\$ -	6
19-27.	Interim Assessment Report	Per Report	1	\$ 1,500.00	\$ 1,500.00	0	0	\$ -	1
		RETAINAGE			\$ 1,603.64	\$ -		\$ -	\$ 1,603.64
		SUBTOTAL			\$ 32,072.77	\$ -		\$ -	\$ 32,072.77
Task 3									
19-3.	General Site Assessment Report	Per Report	1	\$ 4,000.00	\$ 4,000.00	0	0	\$ -	1
21-15.	P.G. or Qualified P.E. Review, Evaluation and Certification of a General Site Assessment Report	Per Report	1	\$ 575.00	\$ 575.00	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			\$ 578.75	\$ -		\$ -	\$ 578.75
		SUBTOTAL			\$ 11,575.00	\$ -		\$ -	\$ 11,575.00
		TOTAL COST			\$ 46,772.77	\$ -		\$ -	\$ 46,772.77
Version: 11.0						Owner Cost Share:	\$ -	\$ -	\$ -
						FDEP Cost Share:	\$ 46,772.77	\$ -	\$ 46,772.77
						Retainage:	\$ 2,338.64	\$ -	\$ 2,338.64
						FDEP Less Retainage:	\$ 44,434.13	\$ -	\$ 44,434.13

Site Manager Approval: _____
 Print Name

 Signature

 Date of Review Letter

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

SubPhase(s): LSA

Specifications

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

Copies of all referenced guidelines are available at:

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

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

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

All work must be conducted in accordance with PRP Standard Specification Details found at:

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

The following tables are included as attachments to this SOW and further represent the details of the scope of work.

- Water Sampling Table
- Soil and Air Sampling Table
- Soil Boring (SB) and Well Installation Table

Task 1 Description: Conduct file review and prepare and submit historical summary worksheet; prepare and submit health and safety plan (HASP); Schedule site/reconn/field/ pre-drill meeting with owner , owner representative, site manager, and other interested parties. Following completion of site meeting, submit the pre-drill meeting notes to include: date, start and end time, list of participating parties, confirmation by the ATC that the operating business owner/tenant recognizes the scope of work prior to field activities. In discussion with Site Manager , interested parties and stakeholders prepare and submit if necessary, Task 2, SOW modifications including locations of proposed soil borings and monitoring wells. Please note that per the DEP SAA, a separate SAA between the owner and the ATC has been requested by the property owner/tenant. Submit an email or letter (copying the owner or tenant) indicating either that this separate SAA has been executed or that the owner no longer wants such an agreement with the contractor (the owner is content with the current DEP SAA). The DEP does not need a copy of this agreement.

Task 1 Deliverable: HASP, Summary Site Worksheet, Field Notes, pre-drilling notes, Acknowledgement of separate SAA.

Task 1 Deliverable Due Date: Thursday, December 20, 2018

Task 2 Description: After site manager Task 1 approval. Obtain well installation permits, Perform SB's and monitor well installation by DPT with auger attachment. Collect soil samples from soil borings with highest OVA, additional SB's are added as a contingent. Install up to 10 - shallow monitoring wells (3 additional wells for contingent) by bracketing the water table. (See Figure 1). Collect Soil samples for pre-burn analysis. Conduct a groundwater sampling event for analyses. Submit Laboratory results for soil and groundwater sampling in ADAPT format. Submit laboratory results to site manager. Prepare and submit an Interim Assessment Report, including figures, copies of well permits, tables, field notes, photographs, soil boring and well installation logs, analytical results, and recommendation for additional site assessment activities. Submit waste disposal manifest.

**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

Task 2 Deliverable: Interim Assessment Report with Tables, Figures, Well Boring Logs, Well Installation Logs, Laboratory Results, Field Notes, Photographs, Well Permits, Waste Disposal Manifest.
Task 2 Deliverable Due Date: Friday, March 15, 2019
Task 3 Description: Prepare and submit a General Site Assessment Report/ P.G. or P.E. Review. Contingent funding is in this task only to be used to offset the cost for pay items associated with a Field Request for Change for any open task.
Task 3 Deliverable: General Site Assessment Report in TSAR Format.
Task 3 Deliverable Due Date: Tuesday, July 16, 2019
PO End Date: Monday, September 16, 2019

Schedule of Pay Items (SPI)

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

Requests for Change (RFC)

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

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

Any change which results in an extension of the due dates, PO end date, or a change in quantities or costs, requires that a PO Change Order be formally issued prior to performance of the revised SOW.

Performance Measures

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

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

Invoicing, Payments and Financial Consequences

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

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

Retainage shall be withheld in the amount of 5%, unless otherwise noted in the SPI, from each payment by the FDEP/LP until completion and approval of all Tasks. The Contractor shall submit a Release of Claims and request for retainage payment with the final invoice. Payment of retainage will be reduced by the amount of any assessed financial consequences.

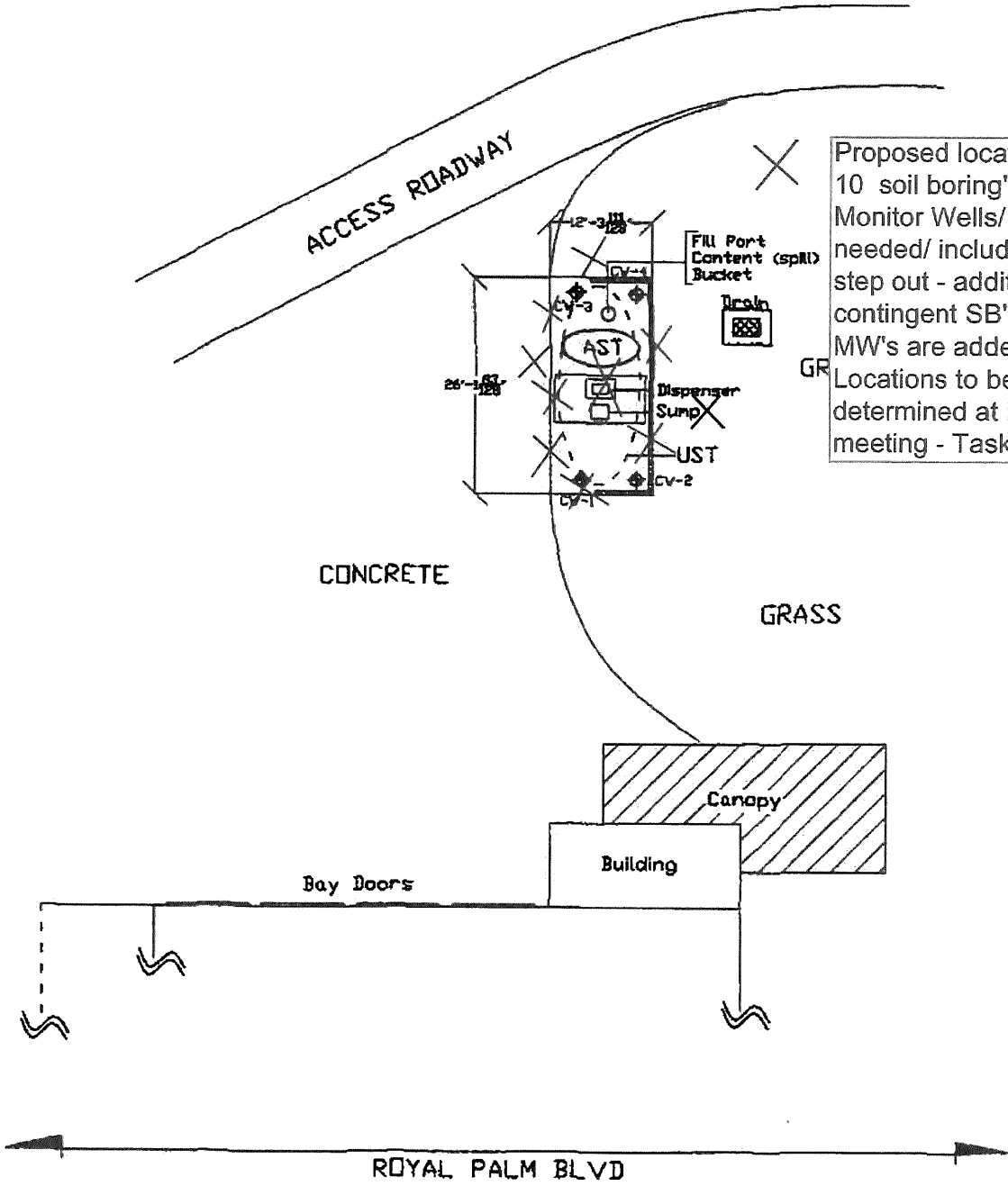
**Attachment A
Petroleum Restoration Program
Scope of Work**

9-Digit Facility ID Number: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

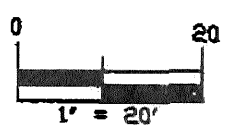
Notice of Field Activities

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



Proposed locations of 10 soil boring's and Monitor Wells/ if needed/ included are step out - additional 3 contingent SB's and MW's are added - Locations to be determined at Pre-Drill meeting - Task 1

FIGURE
1



SITE MAP
VILLAGE OF ROYAL PALM BEACH
1040 ROYAL PALM BEACH BLVD
ROYAL PALM BEACH, FLORIDA

ENVIROSPEC, INC.

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

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

WATER SAMPLING TABLE																		
Task #	Well #(s) or Water Sample Location	Frequency (if applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only (8-7.)	# MWs Sampled (8-1./8-2.)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-41.) Lead, Total									
2	new MW-1				1	1	1	1										
2	new MW-2				1	1	1	1										
2	new MW-3				1	1	1	1										
2	new MW-4				1	1	1	1										
2	new MW-5				1	1	1	1										
2	new MW-6				1	1	1	1										
2	SPLP leachate					6	6											
2	new MW-7				1	1	1	1										
2	new MW-8				1	1	1	1										
2	new MW-9				1	1	1	1										
2	new MW-10				1	1	1	1										
2	Contingent MW-11				1	1	1	1										
2	Contingent MW-12				1	1	1	1										
2	Contingent MW-13				1	1	1	1										
Task 2 Subtotal				0	13	19	19	13	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	13	19	19	13	0	0	0	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

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

SOIL and AIR SAMPLING TABLE																			
Task #	Soil /Air Sample Locations	Frequency (if applicable)	Expedited Turnaround (TA)	Depth Interval (if applicable)	(9-2.) BTEX + MTBE	(9-5.) PAHs	(9-8.) TRPH (FL-PRO)	(9-8.a.) TRPH Fractionation	(9-16.) SPLP-Extraction Only	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead	(9-4.) BTEX + MTBE + VOHs				(8-14.) Encore Sampler	
2	SB-1			Highest OVA/vadose	1	1	1												
2	SB-2			Highest OVA/vadose	1	1	1												
2	SB-3			Highest OVA/vadose	1	1	1												
2	SB-4			Highest OVA/vadose	1	1	1												
2	SB-5			Highest OVA/vadose	1	1	1												
2	SB-6			Highest OVA/vadose	1	1	1												
2	SB-7			Highest OVA/vadose	1	1	1												
2	SB-8			Highest OVA/vadose	1	1	1												
2	SB-9			Highest OVA/vadose	1	1	1												
2	SB-10			Highest OVA/vadose	1	1	1												
2	contigent SB-11			Highest OVA/vadose	1	1	1												
2	contigent SB-12			Highest OVA/vadose	1	1	1												
2	contigent SB-13			Highest OVA/vadose	1	1	1												
2	SPLP Leachability								12									6	
2	Pre burn									1	1	1	1	1					
2	TRPH							2											
Task 2 Subtotal					13	13	13	2	12	1	1	1	1	1	0	0	0	0	6
GRAND TOTALS					13	13	13	2	12	1	1	1	1	1	0	0	0	0	6

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508623112

STCM Facility Name: Palm Beach CO-Fire Rescue #28

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

SOIL BORING (SB) and WELL INSTALLATION TABLE																	
SOIL BORING DETAILS					Screening/Split Spoon Intervals			WELL INSTALLATION DETAILS									
TASK #	Installation Method	Quantity	Depth (ft bls)	Total Boring Footage (ft)	Screening Depth Interval 1 & Spacing	Screening Depth Interval 2 & Spacing	Screening Depth Interval 3 & Spacing	Quantity	Well Type	Well Diameter (in)	Depth (ft bls)	Screen Interval (ft bls)	Total Well Footage (ft)	Surface Casing Diameter (in)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	DPT	10	12	120	2ft								0			0	
2	DPT	3	12	36	Contingent/ 2ft								0			0	
2	DPT			0				10	MW	2	12	2-12	120			0	8" MH
2	DPT			0				3	MW	2	12	2-12	36			0	8" MH
TOTALS				156									156			0	