

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

Meeting Date: February 3, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to receive and file: a First Amendment to the Entry Agreement (Agreement) with GLE Associates, Inc., for the Palm Beach County Convention Center (located at 650 Okeechobee Blvd, West Palm Beach, FL, FDEP Facility ID: 50-8513818) to retroactively extend the term of the Agreement from May 20, 2025 to May 19, 2028, in order to continue the assessment, removal, monitoring and remediation of the contamination of the property.

Summary: Resolution (R2015-1613) 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. The location of the former Amoco 447 site is located in the northwest quadrant of the Palm Beach County Convention Center property for which remediation activities are required. The remediation work is completed at no cost to the County and will continue in duration until regulatory standards are met. 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. **(FDO Admin) Countywide (MWJ)**

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. FDEP has approved the County’s entry agreement. The duration of the site access agreement with FDEP is for an extended period as it is necessary to access, remove, monitor and remediate contamination on the property. The entry agreement includes provisions such as insurance and indemnification.

Attachments:

First Amendment to Entry Agreement – GLE Associates Inc.

Recommended By: 	12/1/25
Department Director	Date
Approved By: 	12/9/25
Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*	0.00	0.00	0.00	0.00

ADDITIONAL FTE
POSITIONS
(Cumulative)

Is Item Included in Current Budget: Yes No X
Is this item using Federal Funds: Yes No X
Is this item using State Funds: Yes No X

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

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

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 12/2/25
Contract Development and Control 29.12.4.25
12-4-25 RD

B. Legal Sufficiency:
Assistant County Attorney 12/8/25

C. Other Department Review:
Department Director

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

FIRST AMENDMENT TO ENTRY AGREEMENT

This First Amendment to Entry Agreement dated May 20, 2024 (R2024-1563), is made as of August 6, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and GLE Associates, Inc. ("Contractor").

In consideration of the mutual promises contained herein, County and Contractor agree as follows:

1. The parties hereby ratify and confirm that the Entry Agreement dated May 20, 2024 (the Entry Agreement), remains unmodified and in full force and effect in accordance with the terms thereof, except as modified by this First Amendment. .
2. The Entry Agreement is hereby modified to add the following:
Section 9. Term
The term of the Entry Agreement expired on May 19, 2025, and shall be retroactively extended pursuant to this First Amendment to three (3) years after the execution of this First Amendment.
3. Exhibit "C" (FDEP Cleanup Directives) of the Entry Agreement is hereby amended and replaced with Exhibit "C" (FDEP Scope of Work) attached hereto.
4. The Entry Agreement is hereby modified to add "Exhibit "D" Certificate of Insurance.

(Remainder of the page intentionally left blank)

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

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

By: A. Digitally signed by Jason Crosby A.
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDG, OU=Users,
CN=Jason Crosby A., E=JCrosby@pbc.gov
Date: 2025.08.06 15:39:18-0400 Acting
Director, Facilities Development &
Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Michael W. Jones Digitally signed by Michael W. Jones
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDG, OU=Users, CN=Michael W. Jones, E=Michael.W.Jones@pbc.gov
Date: 2025.08.06 16:08:55-0400
Reason: I am the author of the document
County Attorney

CONTRACTOR:

GLE ASSOCIATES, INC.

By: John C. Simmons
Signature

John C. Simmons
Printed Name

Vice President
Title

WITNESSES:

[Signature]
Signature

Kevin Koenig
Printed Name

Alicia Wheeler
Signature

Alicia Wheeler
Printed Name

Amendment Exhibit "C"
FDEP Scope of Work

Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 508513818
STCM Facility Name: Amoco #447

SubPhase(s): SA

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://floridadep.gov/waste/petroleum-restoration>
Reports must be submitted using the appropriate FDEP forms found at:
<http://floridadep.gov/waste/petroleum-restoration/content/procedures-guidance-documents>
All work must be conducted in accordance with PRP Standard Specification Details found at:
<http://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

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:	Prepare an updated, site-specific HASP at no cost to FDEP. 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. ATC to execute separate SAA.
Task 1 Deliverable:	Updated site-specific HASP. Email/letter confirming the ATC and owner/tenant SAA is executed or that the owner/tenant has retracted the request for a separate SAA.
Task 1 Deliverable Due Date:	Monday, August 4, 2025

Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 508513818
STCM Facility Name: Amoco #447

Task 2 Description:	Obtain MW permits. Conduct a pre-drilling meeting. Compensation under the ATC contract for the pre-drilling meeting is scoped as either one (1) hour of SPI pay item 20-6, scientist; 20-8, field technician; or 20-11 field laborer, for each the ATC and the driller. Submit the meeting notes to include: date, start and end time, list of participating parties, confirmation by the ATC that the property owner/tenant recognizes the scope of work prior to field activities, and summary of conclusions and recommendations. Install shallow MWs at locations shown on Figure 1 and according to the SB-Well Installation table. Continuous macrocore at each MW boring to terminal well depth or until OVAs are zero (whichever is greater). Sample the existing and newly installed MWs for parameters shown on attached Water Sampling Table. Submit GW EDD. Drum soil cuttings as IDW. Drum MW development water and purge water as IDW. Collect IDW samples as shown on attached Soil-Air Sampling and Water Sampling tables. Photograph inside of drums to document each drum filled to at least 75%, last drum need not be filled completely. Dispose of IDW. Prepare interim assessment report including discussion of nature and extent of contamination, updated GW and soil analytical tables, soil boring logs, MW construction logs, development logs, MW permits, current GW flow direction figure, current GW contaminant tag maps with isopleths, GW sampling logs, field notes, IDW disposal manifests.
Task 2 Deliverable:	Pre-drill meeting notes. Interim assessment report.
Task 2 Deliverable Due Date:	Thursday, October 30, 2025
Task 3 Description:	If necessary, submit a RFC for vertical and/or horizontal delineation purposes. Sample the MWs for parameters shown on attached Water Sampling Table. Submit EDD. Prepare a supplemental site assessment report including soil and GW recommendations, signed/sealed by PG or qualified PE. *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.
Task 3 Deliverable:	Supplemental Site Assessment Report
Task 3 Deliverable Due Date:	Friday, February 27, 2026
PO End Date: Tuesday, April 28, 2026	

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://floridadep.gov/waste/petroleum-restoration/content/templates-forms-tools-and-guidance>

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.

Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 508513818
STCM Facility Name: Amoco #447

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 within thirty (30) days. Invoices for completed work may be submitted at any time for fully completed and approved tasks, but no more frequently than every thirty (30) days, for approved partial tasks. 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 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.

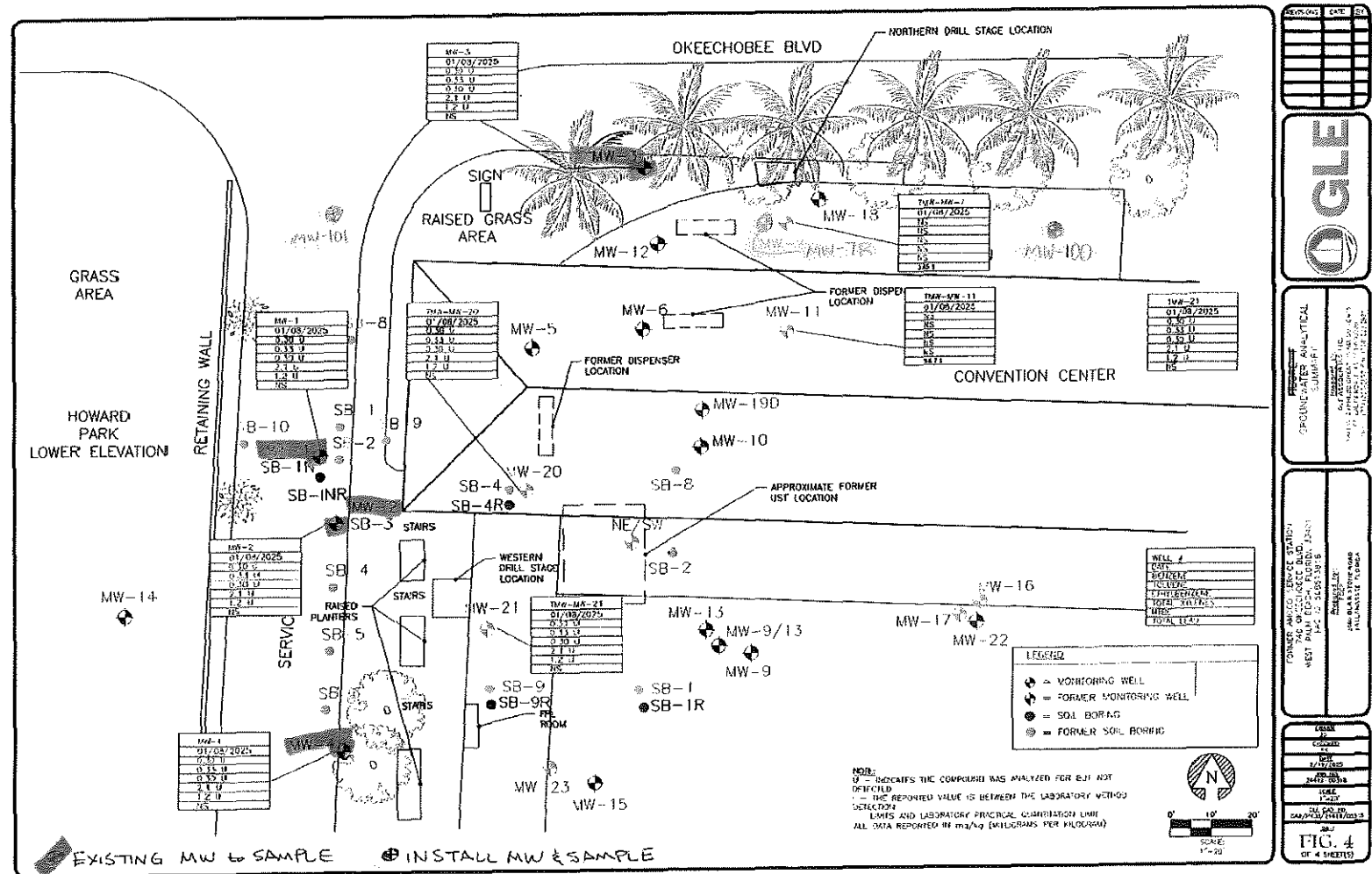
Notice of Field Activities

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.

Deliverables

All deliverables under this Purchase Order must be electronic. Paper copies should not be submitted unless the deliverable requires a Professional Engineer (PE) or Professional Geologist (PG) signature and seal, and the electronic signature and seal does not meet the requirements in Chapters 61G15 or 61G16, Florida Administrative Code, as applicable.

FIGURE 1
 FACID # ~~50851310~~



Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508513818

STCM Facility Name: Amoco #447

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	(9-41.) Lead, Total	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-38.) Arsenic, Total	(9-39.) Cadmium, Total	(9-40.) Chromium, Total							
2	MW-1				1		1												
2	MW-2				1		1												
2	MW-3				1		1												
2	MW-4				1		1												
2	MW-7R				1		1												
2	MW-100				1	1	1	1	1										
2	MW-101				1	1	1	1	1										
3	MW-1				1		1												
3	MW-2				1		1												
3	MW-3				1		1												
3	MW-4				1		1												
3	MW-7R				1		1												
3	MW-100				1	1	1	1	1										
3	MW-101				1	1	1	1	1										
2	MW Development IDW					1	1			1	1	1							
Task 2 Subtotal				0	7	3	8	2	2	1	1	1	0	0	0	0	0	0	0
Task 3 Subtotal				0	7	2	7	2	2	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	14	5	15	4	4	1	1	1	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508513818

STCM Facility Name: Amoco #447

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	(9-14.) Lead	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium								(8-14.) Encore Sampler
2	IDW				1		1	1	1	1								
Task 3 Subtotal					0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS					1	0	1	1	1	1	0	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508513818

STCM Facility Name: Amoco #447

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	Combo Rig	3	33	99	0-32@4'			3	MW	2	33	23-33	99			0	8" MH
TOTALS				99									99			0	

Amendment Exhibit “D”
Certificate of Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: Ronnie LACHAPELLE	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525
INSURED GLE Associates, Inc. 5405 Cypress Center Drive, Suite 110 Tampa, FL 33609	E-MAIL ADDRESS: ronnie.lachapelle@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Westchester Surplus Lines Insurance Co.	
	INSURER B : Carolina Casualty Insurance Company	
	INSURER C : ACE Property & Casualty Insurance Co	
	INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor Pollution <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	G47382324003	03/31/2025	03/31/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	H08883555003	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	G47382348003	03/31/2025	03/31/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	KRM611574540	01/25/2025	01/25/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Prof Liability Claims Made-Limit Inc with Gen Liab			G47382324003	03/31/2025	03/31/2026	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability, Automobile Liability and Excess Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status on a Primary and Non-Contributory basis to the certificate holder and/or entities required by written contract or agreement, and only with regard to work performed on behalf of the Named Insured. Waiver of Subrogation in favor of the Additional Insured applies to all policies listed above as required by written contract or agreement. Excess Liability extends over (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Facilities Development & Operations 2633 Vista Parkway West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

the underlying General Liability, Contractors Pollution Liability, Automobile Liability, Professional Liability and Workers Compensation policies per the terms and conditions of the policy. Professional Liability includes Asbestos Consulting per terms and conditions of the policy. Cancellation: Thirty (30) days' notice except for Ten (10) days' notice for non-payment of premium applies to General Liability, Contractors Pollution Liability and Professional Liability.