

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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 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 _____

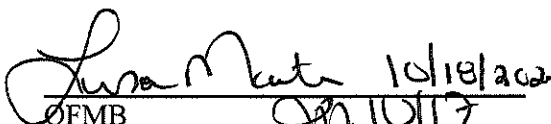
B. Recommended Sources of Funds/Summary of Fiscal Impact:


*There is no fiscal impact associated with this item.

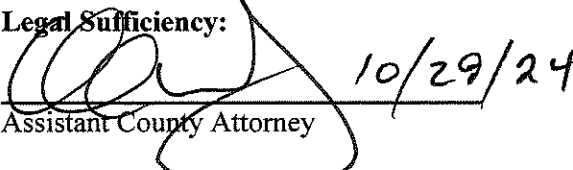
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB
 10/18/2024
 JA 10/17
 CSW 10.17


 Contract Development and Control
 10/24/24
 M.W.S. 10/23/24

B. Legal Sufficiency:

 Assistant County Attorney
 10/29/24

C. Other Department Review:

 Department Director

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

AMENDMENT TO ENTRY AGREEMENT

This Amendment to Entry Agreement dated March 4, 2022, is made as of May 20, 2024, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and Ecotech Environmental Services, 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 March 4, 2022, remains unmodified and in full force and effect in accordance with the terms thereof, except as modified by this Amendment.
2. The Entry Agreement is hereby modified to add the following:
 - Section 9. Term
 - i. The term of the Entry Agreement expired on November 29, 2022, and shall be retroactively extended pursuant to this Amendment to 3 years after the execution of this Amendment.
3. The Entry Agreement is hereby modified to add the following:
 - Section 10. Contractor shall provide a written status update, each month, to County, providing an update on the work accomplished, the work remaining, and any impediments to timely completing the project. Contractor shall send the written update to John Tierney, County regulatory Specialist, at JTierney@pbc.gov.
4. Exhibit “C” (FDEP Cleanup Directives) of the Entry Agreement dated February 11, 2022 is hereby amended and replaced with Exhibit “A” (FDEP Scope of Work) to this Amendment.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, County and Contractor have executed this 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: MIS Isami C. Ayala Collazo
Isami Ayala-Collazo, Director
Facilities Development & Operations

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Michael W. Jones
County Attorney

Digitally signed by Michael W. Jones
DN: DC=org, DC=plm.gov, OU=Enterprise,
OU=CATT, CN=User, CN=Michael W.
Jones, E=MJones@plm.gov
Reason: I am the issuer of this document
Date: 2014.05.13.15:17:50-0400
Trust PDF Reader Version: 12.01

CONTRACTOR:
Ecotech Environmental Services, Inc.

By: Timothy L. Dehen
Signature

Timothy L. Dehen
Printed Name

President
Title

Rakelle O'Brien
Signature

Rakelle O'Brien
Printed Name

Irene M. Donaldson
Signature

Irene Donaldson
Printed Name

Exhibit A - Amendment to Entry Agreement
Attachment A
Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

SubPhase(s): RAC

SR

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
- Well Abandonment Table
- Remedial Action Construction Table
- Source Removal Table

Task 1 Description: The following scope of work conforms to the RAP Approval Order dated February 6, 2024. Per the DEP site access agreement, a separate site access agreement between the owner and the ATC has been requested by the property owner or tenant. Submit an email or letter (copying the owner or tenant) indicating that either that this separate site access agreement has been executed or that the owner no longer wants such agreement with the contractor (in other words, the owner is content with the FDEP site access agreement). The DEP does not need a copy of this agreement. Prepare and submit updated HASP at no cost to DEP prior to work commencing at the Site.

Task 1 Deliverable: Updated HASP, email/letter confirming the ATC/Owner site access agreement is executed or that the Owner has retracted the request for a separate agreement with the ATC.

Task 1 Deliverable Due Date: Monday, June 3, 2024

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

9-Digit Facility ID Number: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

<p>Task 2 Description: Call 811 locate and procure utility data from RP prior to Site Meeting. Schedule an onsite pre construction meeting with ATC, PBC, and RP representatives. (3) Mobilizations and (3) hours are scoped for the ATC's P.E., Construction Manager, and Project Manager to attend. Following completion of site meeting, submit the field 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, and summary of conclusions and recommendations. (1) Mobilize to quarry and collect composite sample for backfill confirmation per soil sampling table. Acquire permits. (1) Mobilize to the Site to sample per water sampling table to aide in eventual Site Closure. During the same mobilization, properly abandon MWs per the attached WA table and Figure. Collect Pre-Burn soil sample per the attached tables and Figure 13. Demarcate the excavation area in preparation for excavation activities. Prepare and submit Remedial Action Interim Report, include pre-construction meeting notes, permits, backfill soil data, logs, field notes, figures, tables, conclusions.</p>
<p>Task 2 Deliverable: RA Interim Report to include: pre-construction meeting notes, permits, backfill soil data, logs, field notes, figures, tables, conclusions.</p>
<p>Task 2 Deliverable Due Date: Friday, July 5, 2024</p>
<p>Task 3 Description: Acquire permits. Mobilize to the Site for RAC/backfill activities per figure and tables, estimated to take 2 weeks. Prior to backfill of excavated area, open-hole air sparge to be employed for minimum 2 weeks, system to be shut down at day 14. Confirm GWS to be collected at day 21 to allow time for DO stabilization. (2) LD Mobs are scoped for RAC/backfill. (4) LD Mob is scoped for confirmatory sidewall soil sampling and day 1 GWS, day 7 GWS, day 14 GWS, day 21 confirm GWS per tables. 24-Hour TAT rush samples for only the 21 day GWS per table to confirm whether additional AS run-time is necessary (rush required, Site is a PBC Fire Station and operating impacts to Site need to be minimized for public safety). As needed, and only following SM approval per the tables, 3-Day TAT for contingent SPLP and TRPH fractionation. ATC requests (4) HD Mobs for RAC/backfill, sheet piling install/removal. (2) Work trailers for RAC/backfill. Additional equipment mobs are scoped in SPI (ATC construction contractor needs) to acheive source removal/backfill. As needed, submit RfC for additional air sparge run time prior to backfilling the open hole. Upon Site Manager confirmation that open hole can be backfilled, complete backfill/disposal activities. Prepare and submit Soil Source Removal Report with (as needed) P.G. or P.E. review, evaluation and certification of a soil source removal report.</p>
<p>Task 3 Deliverable: Soil Source Removal Report, required SPI documentation, (as needed) P.G or P.E. review, evaluation, and certification of a soil source removal report that includes a recommendation for NFA.</p>
<p>Task 3 Deliverable Due Date: Monday, November 18, 2024</p>

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

9-Digit Facility ID Number: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

<p>Task 4 Description: Schedule pre-drilling site meeting. Following completion of site meeting, submit the field 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, and summary of conclusions and recommendations. Acquire permits. Mobilize to install MWs per the attached table (MW-3 need not be reinstalled due to clean samples recovered prior to excavation). Photographic documentation of the inside of the drums is required to ensure drums are filled to 75% capacity per industry standards. Mobilize to oversee drum disposal. IDW characterized in T1. Prepare and submit RA Interim Report to include pre-drill meeting minutes, updated tables and figures, logs, photos, permits, waste manifest and field notes. **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 4 Deliverable: RA Interim Report to include pre-drill meeting minutes, updated tables and figures, logs, photos, permits, waste manifest and field notes.</p>
<p>Task 4 Deliverable Due Date: Tuesday, March 18, 2025</p>
<p>PO End Date: Monday, May 19, 2025</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://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.

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.

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

9-Digit Facility ID Number: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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.

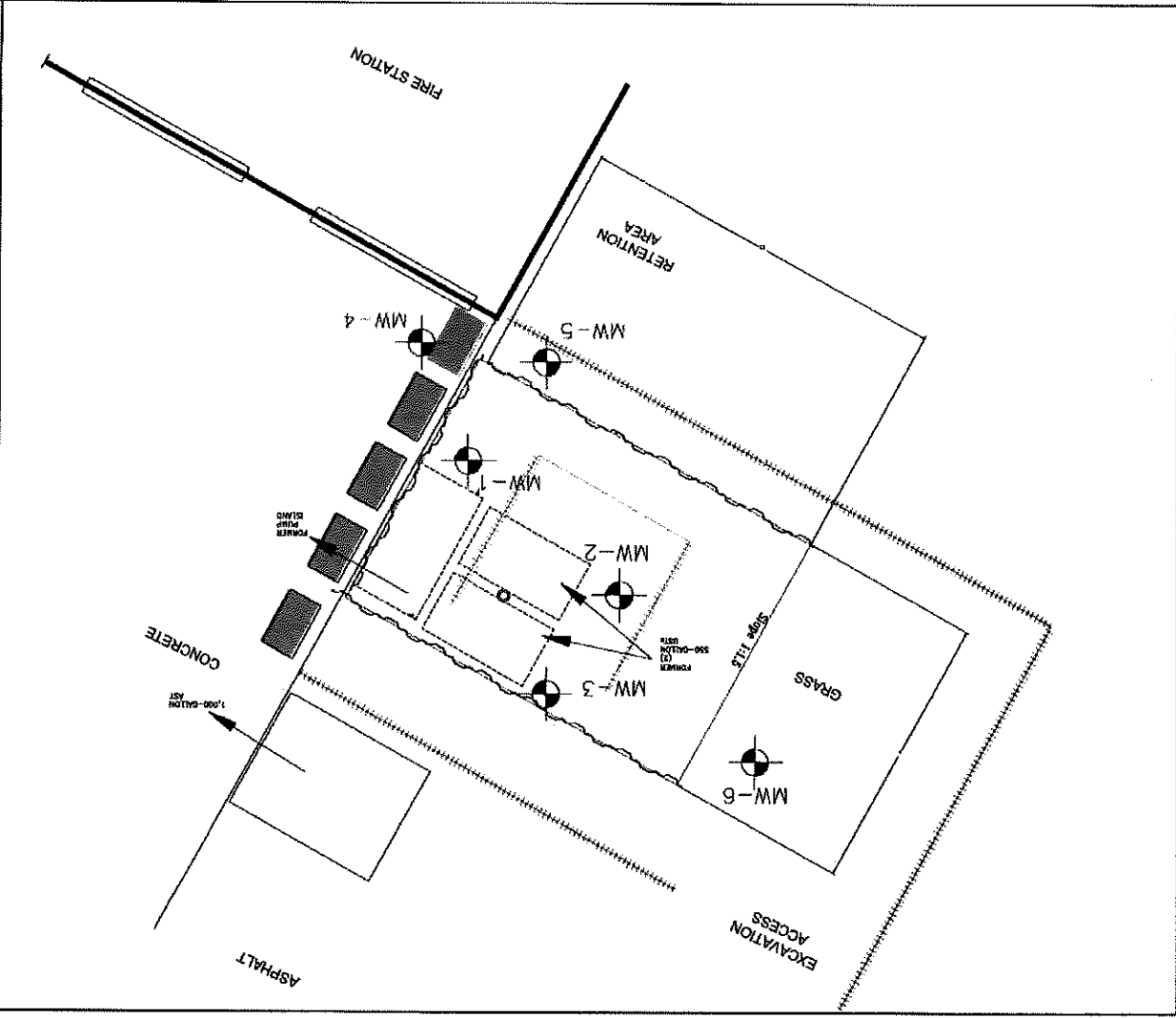
Notice of Field Activities

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.

	LEGEND  EXCAVATION AREA  MONITORING WELLS  PROTECTIVE FENCE  TRENCH BOX  JERSEY BARRIERS  CANTILEVER SHEET PILE	
	NOTES: USING 6" LENGTH SHEET PILING DRIVING 17" INTO THE GROUND, 3" WILL BE ABOVE THE GROUND. EXCAVATION DEPTH WILL BE 8'. ○ T1-IDW Soil Sample	
DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] REVIEWED BY: [REDACTED] PALM BEACH COUNTY-PIRE RESCUE #54 18501 HIGHWAY 7 BOCA RATON, PALM BEACH COUNTY PDIP PAC. ID: [REDACTED] EcoTech Environmental Services, Inc.		
DATE: 01/11/2024 FIGURE: 13	SCALE IN FEET (APPROXIMATE) 	NORTH 



09/22/2023

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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/PP Gauging Only (b7)	# MWs Sampled (8-1,2-3)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-38.) Arsenic, Total	(9-39.) Cadmium, Total	(9-40.) Chromium, Total	(9-41.) Lead, Total	(9-31.) EDB (via 804.1 or 8011)						
2	IDW TCLP Extraction (contingent) MW-3	Once			1	1	1	1	1	1	1	1							
3	Open Hole Grab Sample day 1, 7, 14, 21 (24-Hour TAT on Day 21 sample only to confirm RA complete)	Weekly				4	4	4											
3	Contingent SPLP for sidewall confirmation samples (3-Day TAT as needed, and only following SM approval)	Once				4	4												
Task 2 Subtotal				0	1	1	1	1	1	1	1	2	1	0	0	0	0	0	0
Task 3 Subtotal				0	0	8	8	4	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	1	9	9	5	1	1	1	2	1	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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)	(9-3.) VOHs	(9-8.) TRPH (FL-PRO)	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead	(9-15.) TCLP-Extraction Only	(9-2.) BTEX + MTBE	(9-7.) Priority Pollutant Extractable Organics	(9-5.) PAHs	(9-8.a.) TRPH Fractionation	(9-16.) SPLP-Extraction Only		(8-14.) Encore Sampler	
2	IDW Preburn				1	1	1	1	1	1	4								
2	Backfill Confirmation - Quarry Grab				1	1	1	1	1	1			1						
3	Sidewall Confirm Soil Samples Post Excavation			3'		4						4		4					
3	Contingent SPLP/TRPH fractionation for sidewall confirmation samples (3-Day TAT as needed and only after SM approval)														4	8		4	
Task 2 Subtotal					2	2	2	2	2	2	4	0	1	0	0	0	0	0	
Task 3 Subtotal					0	4	0	0	0	0	0	4	0	4	4	8	0	0	4
GRAND TOTALS					2	6	2	2	2	2	4	4	1	4	4	8	0	0	4

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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SOIL BORING (SB) and WELL INSTALLATION TABLE																	
SOIL BORING DETAILS					Screening/Split Spoon Intervals			WELL INSTALLATION DETAILS									
TASK #	Installation Method	Quantity	Depth (ft bbs)	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 bbs)	Screen Interval (ft bbs)	Total Well Footage (ft)	Surface Casing Diameter (in)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	HA	1	3	3									0			0	
4	HSA/MR	2	12	24				2	MW	2	12	2-12	24			0	
TOTALS				27							24					0	

FDEP Facility ID#: 508838331 STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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

Well Abandonment Table							
TASK #	Well-ID	Quantity	Diameter (in)	Depth (ft bls)	Completion Type to be Removed		
					Pad & Manhole	2' x 2' x 2' Vault	4' x 4' x 2' Vault
2	MW-1	1	2.00	12.00	1		
2	MW-2	1	2.00	12.00	1		
2	MW-3	1	2.00	12.00	1		

Grout and Abandon Well				Removal		
SPI 7-1 Total feet (>0-2 in)	SPI 7-2 Total feet (>2-4 in)	SPI 7-3 Total feet (>4-6 in)	SPI 7-4 Total feet (>6 in)	SPI 7-7 Pad & Manhole * Only	SPI 7-5 2' x 2' x 2' Vault	SPI 7-6 4' x 4' x 2' Vault
36.00	0.00	0.00	0.00	0	0	0

* Well Pad & Manhole Removal cost is included in SPI 7-1 thru 7-4.
 SPI 7-7 is only applicable for payment when the well is not being abandoned.

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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Remedial Action Construction Table

SPI Section 5 and 6

Well Installation Specifications

Process Type (AS, SVE, MPX, GWT, etc)				
Total System Well Count				
Existing Wells to be Used				
New System Wells	0	0	0	0
Well Type (HW, VW, AW)				
Well Diameter (inches)				
Boring Length (feet)				
Well Length (feet)				
Screened Length (feet)				
Well Vaults				
Slot Size (inches)				
Well Material (HDPE, PVC)				
Installation Method (DPT, HSA, MR, Sonic, Open Trench)				
Boring Diameter (inches)				
Total Boring Length (feet)	0	0	0	0
Total Well Length (feet)	0	0	0	0

SPI Section 12

Surface Removal	Quantity		
Concrete/Asphalt Removal (square feet)			
Additional removal of concrete > 4-inch (square feet)			
Transport & Disposal of Mixed Debris or Clean Concrete (ton)	0		
Transport & Disposal of Petroleum Impacted Soil (Choose Container Method)	Well Installation	Trenching	
Transport Petroleum Impacted Soil (ton)		162	
Disposal of Petroleum Impacted Soil (ton)		162	
Transport and Disposal of Petroleum Impacted Soil (included drum)	0		

SPI Section 13

Resurfacing	Quantity	
Asphalt Paving (square feet)		
Concrete Paving (square feet)		
Concrete Paving extra 1-inch (square feet) (calculation assumes 2" additional)	0	
Grass-Sod or Seed and Mulch (square feet)	2000	

SPI Section 15

Underground Piping Specifications			
Underground Piping Diameter (inches)			
Underground Piping Material (40/80 PVC, HDPE)			
Total footage of trench (feet)			
Trench Installation and Plumbing (linear feet, 1 to 10 lines)			
Trench Installation and Plumbing (linear feet, 11 to 20 lines)			
Trench Installation and Plumbing (linear feet, 21 to 30 lines)			
Trench Installation and Plumbing (linear feet, additional >30 lines)			

SPI Section 18

Process Type	SYSTEM 1	VAPOR TREATMENT	SYSTEM 2	VAPOR TREATMENT 2
Remedial Action Equipment				
System Size (S, M, L)				
Estimated Usage (Months) <= 6 months or > 6 months				
Vapor Treatment Vessel Size (pounds)				

Notes:

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 508838331

STCM Facility Name: Palm Beach Cnty-Fire Rescue #54

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

Source Removal Table

SPI Section 10

Sheet Piling

Sheet Piling Length (feet)	60			
Sheet Piling Depth (feet)	20			
Sheet Piling Area (square feet)[†]	1200			
Sheet Piling Duration (number of days/weeks/months)	1 month			

Conventional Excavation Volume

	Area 1	Area 2	Area 3	Total
Excavation Length (feet)	22			
Excavation Width (feet)	16			
Excavation Area (square feet)	352	0	0	
Excavation Depth (feet)	8			
Maximum Excavation Volume (cubic yards)[†]	105	0	0	105

LDA Excavation Volume*

	Area 1	Area 2	Area 3	Total
Diameter of LDA (feet)				
LDA boring area (square feet)	0.0	0.0	0.0	
LDA Depth (feet)				
One LDA boring volume - (cubic yards)	0.0	0.0	0.0	
Number of LDA borings				
Maximum Excavation Volume* (cubic yards)[†]	0	0	0	0

Flowable Fill, Backfill, Clean Overburden, Pea Gravel, #57 Stone

Flowable Fill Based on Maximum Volume (cubic yards)	0			
Flowable Fill to allow for Contingency (10%) (cubic yards)	0			
Maximum Clean Backfill Volume (cubic yards)[†]	0			
Clean Backfill based on Maximum Excavation (cubic yards)	105			
Clean Backfill to allow for Compaction (20%) (cubic yards)	21			
Clean Overburden for Reuse (cubic yards)				
Pea Gravel or #57 Stone (cubic yards)	55			
Maximum Clean Backfill Volume (cubic yards)[†]	71			

(enter 66 tons[†] in SPI)

Dewatering

Groundwater Treatment Technology			
Number of Dewatering Points			
Depth of Dewatering Points			
Point of Discharge			
Permits Required? (NPDES, Local, etc)			
Dewatering Duration (number of days/weeks/months)			

SPI Section 12

Surface Removal

Concrete Removal and Loading (square feet)		
Concrete Removal and Loading >4" (square feet)		
Asphalt Removal and Loading (square feet)		
Mixed Debris for Transport and Disposal (tons)[†]	0	

Transport and Disposal

Maximum Excavation Mass @ 1.4 tons/cy (tons)	147.0
Contingent Transport and Disposal (10%) (tons)	14.7
Maximum Transport and Disposal (tons)[†]	162

SPI Section 13

Resurfacing

Asphalt Paving 2" thickness (square feet)	0	(calculation includes 10% contingency)
Asphalt Paving additional 1" thickness (square feet)		
Concrete Paving 4" thickness (square feet)	0	(calculation includes 10% contingency)
Concrete Paving additional 1" thickness (square feet)		
Grass - Sod or Seed and Mulch (square feet)	2000	

Notes:

* LDA volumes for pay items 10-9 through 10-12.b are calculated and will be paid based on auger diameter and boring depth.

† Values are rounded up to the next whole number.

Purchase Order: C37D69

This purchase order was delivered by SAP Business Network. For more information about Ariba and SAP Business Network, visit <https://www.ariba.com>.



To:
ECOTECH ENVIRONMENTAL
SERVICES, INC.

(New)

Comments

Other Information

ATTACHMENTS

SHIP ALL ITEMS TO

BILL TO

DELIVER TO

--

Other Information

Incoterms Information

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 20 day of May ²⁰²⁴ by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and GLE Associates, 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 650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL 33401 PCN 74433432117010000, FDEP Facility ID No. 50-8513818 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 January 19, 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 7:00 AM and 3:30 PM
Monday through Friday, excluding government holidays.

Points of Contact: **Owner:** Palm Beach County
Facilities Development & Operations (FD&O)
Attn: Isami Ayala-Collazo, Director
2633 Vista Parkway, West Palm Beach, FL 33411
Phone: 561 233-1447

Contractor: GLE Associates, Inc.
Attn: John Simmons, Vice President
5405 Cypress Center Dr., Suite 110
Tampa, FL 33609

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 for 365 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:

M B M
Signature

Muk Broadrick
Typed or Printed Name

Melissa Wilson
Signature

Melissa Wilson
Typed or Printed Name

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

By: Isami Ayala-Collazo
Isami Ayala-Collazo Director,
Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Michael W. Jones
County Attorney

WITNESSES:

Kevin Lewis
Signature

Kevin Lewis
Typed or Printed Name

TAPE PAGE 11
Signature

TAPE PAGE 11
Typed or Printed Name

CONTRACTOR:

GLE Associates, Inc.

By: John C. Simmons
Signature

JOHN C. SIMMONS
Typed or Printed Name

VICE PRESIDENT
Title

(Corporate Seal)

Exhibit "A"
To Entry Agreement
(the "Property")
Legal Description of the Property

Short Legal Description: CITYPLACE PL2 TR1

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8513818:

Latitude 26°42'19.2000"

Longitude 80°03'34.4400"

Exhibit B

SITE ACCESS AGREEMENT

1. **The Parties.** The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and it's Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("**the Property**") located at **650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL 33401, FDEP Facility ID: 50 8513818.**

2. **The Property.** Owner owns the certain parcel(s) **PCN 744334321170010000** of real property located at **650 Okeechobee Boulevard, West Palm Beach, FL 33411**, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. **Permissible Activities.** This Site Access Agreement ("**Agreement**") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. **Duration and Termination of Access.** This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement.

RECEIVED
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
2016 JAN 12 AM 10:08
EPE KOL EUN
RESPIRATION PROGRAM

However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO

WITNESSES:

[Signature]
Signature
[Typed Name]
Typed or Printed Name

[Signature]
Signature
John Tierney
Typed or Printed Name

**PALM BEACH COUNTY,
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

Accepted by the State of Florida Department of Environmental Protection:

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

[Signature]
Signature of Witness

1/19/16
Date

Christopher J. Boyliss 1/19/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property
Exhibit B -- Additional Requirements

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8513818

Latitude 26° 42' 19.2000"
Longitude 80° 3' 34.4400"

Exhibit "A"
Legal Description of the Property

Short Legal Description: CITYPLACE PL 2 TR 1

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8513818:

Latitude	26° 42' 19.2000"
Longitude	80° 3' 34.4400"

JRH

Exhibit B

Additional Requirements

FDEP Facility ID No. 50 8513818

The location of the former Amoco 447 site is located in the northwest quadrant of the Palm Beach County Convention Center property. This area is located within the only access road for all vehicles entering the Palm Beach County Convention Center while construction of a parking garage is being completed in the eastern portion of the property. It is requested that assessment activities be delayed until completion of the parking garage, at which time Palm Beach County will notify the FDEP. After completion of the parking garage, the former Amoco portion of the property will no longer be used as the only access to the Palm Beach County Convention Center property and assessment work can be completed at a time and in a manner not to impede operations at the facility by mutual agreement between Palm Beach County and the FDEP.

Name: ~~____~~ Audrey Wolf
Audrey Wolf, Director
Palm Beach County FD&O

Date: 12/17/15

This purchase order was delivered by SAP Business Network. For more information about Ariba and SAP Business Network, visit <https://www.ariba.com/ariba.com>.



From:
DEP-PETROLEUM RESTORATION PROGRAM
2600 BLAIR STONE RD
BMC RM 420 MS 4575
TALLAHASSEE, FL 32399
United States

To:
GLE Associates, Inc.
5405 Cypress Center Dr., Suite 110
Tampa, FL 33609
United States
Phone: +1 (813) 2418350
Fax: +1 (813) 2418737
Email: contracts@gleassociates.com

Purchase Order

(New)
C35B50
Amount: \$24,501.75 USD
Version: 1

Comments

Comment Type: Submit
Comment Body:
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 & Other Related Documents

Note:
No new Purchase Orders or Task Assignments shall be issued or executed after renewal term. However, the Restated Contract shall continue in effect up to twelve months after expiration of the renewal term for completion of any Purchase Order or Task Assignment issued/executed during the renewal term. Purchase Orders or Task Assignments, completion of which that extends beyond the renewal term shall continue to be subject to change, as appropriate.

Comment By: Jonathan Pyles (Contracts)
Comment Date: 2024-03-22T10:37:46-07:00

Comment Type: Save
Comment Body:
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.

Comment By: Jaylynn Lowery (Contracts)
Comment Date: 2024-03-26T09:34:29-07:00

Comment Type: Terms and Conditions
Body:Purchase Order Terms & Conditions
http://www.myfloridaparks.com/dep/PO_TC_forms.myfloridaparks.com

Other Information

PUI.ID:	3701
PUI.Name:	3701 - FDEP Contracts
PO Start Date:	Tue, 26 Mar, 2024
PO End Date:	Tue, 29 Oct, 2024
Site Code.ID:	370000-12
Site Code.Name:	12
Purchasing Unit:	370000
Purchasing Unit Name:	370000

ATTACHMENTS

AttachmentA-SOW-508513818-SA.pdf (application/pdf) AttachmentB-SPI-508513818-SA.zip (application/x-zip-compressed)

SHIP ALL ITEMS TO

DEP-PETROLEUM RESTORATION PROGRAM
 2600 BLAIR STONE RD
 BMC RM 420 MS 4575
 TALLAHASSEE, FL 32399
 United States
 Ship To Code: DEP305S
 Email: PAngellilo@pbcgov.org

BILL TO

DEP-PETROLEUM RESTORATION PROGRAM
 2600 BLAIR STONE RD
 BMC RM 420 MS 4575
 TALLAHASSEE, FL 32399
 United States

DELIVER TO

Paul J Angellilo (Contracts)
 DEP-PETROLEUM RESTORATION PROGRAM

Line Items

Line No.	Schedule Lines	Part / Description	Type	Requir	Qty Units	Unit Price	Subtotal
1		Not Available	Material		24,501.75 (DOL)	\$1.00 USD	\$24,501.75 USD

Contractor has been selected to perform Site Assessment (SA) at AMOCO #447, 746 OKEECHOBEE BLVD, WEST PALM BEACH, Palm Beach County, Florida, FAC ID 508513818. 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 864-042A.

Attached 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.fids.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=GC064>

Other Information

Req. Line No.: 1
 Requester: Paul J Angellilo (Contracts)
 PR No.: PR475291
 Method of Procurement: J
 Shipping Method: Best Way
 Advanced Payment Indicator: No
 Solicitation #: 2014004C
 Classification Domain: unspsc
 Classification Code: 77111600

Incoterms Information

Incoterm Code:
 Incoterm Location:

4/30/24, 9:35 AM

SAP Business Network

Order submitted on: Tuesday 26 Mar 2024 9:34 AM
GMT-07:00
Received by SAP Business Network on: Tuesday 26 Mar
2024 9:35 AM GMT-07:00
This Purchase Order was sent by State of Florida Next
Gen AN01722330651 and delivered by SAP Business
Network.

Sub-total: \$ 24,501.75 USD