

**MEMORANDUM OF UNDERSTANDING REGARDING
PLACEMENT OF ENVIRONMENTAL INFRASTRUCTURE BY THE FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION IN THE FLORIDA DEPARTMENT OF
TRANSPORTATION'S RIGHT OF WAY**

This Memorandum of Understanding ("MOU") is by and between the Florida Department of Environmental Protection ("FDEP") and the Florida Department of Transportation ("FDOT"). The purpose of this MOU is to memorialize the partnership and procedure for FDEP and its Contractors to obtain a FDOT general use permit on behalf of FDEP for work on the FDOT's rights of way associated with environmental infrastructure improvement(s).

RECITALS

A. Section 403.061(21), Fla. Stat. (2017), authorizes FDEP and section 334.044(7), Fla. Stat. (2017), authorizes FDOT to enter into this MOU; and

B. The "right-of-way" ("ROW") is land in which FDOT owns the fee or has an easement devoted to or required for use as a transportation facility, section 334.03(21), Fla. Stat. (2017); and

C. A "transportation facility" is any means for the transportation of people or property from place to place which is constructed, operated, or maintained in whole or in part with public funds ...including property or property rights, real and personal, which have been or may be established by public bodies for the transportation of people or property from place to place, section 334.03(30), Fla. Stat. (2017); and

D. A cornerstone of FDOT's mission is preserving the state's transportation infrastructure investment, section 334.046, Fla. Stat. (2017). To achieve this goal and its attendant objectives, section 334.044 (2017), grants FDOT the power to construct, maintain, and operate its right of way and transportation facilities as well as to issue permits to ensure the integrity, safe operation and maintenance of such facilities; and

E. The FDOT powers and duties require the FDOT to develop and adopt uniform minimum standards and criteria for the design, construction, maintenance, and operation of public roads; and periodically review FDOT's construction, design, and maintenance standards to ensure that such standards are cost-effective and consistent with applicable federal regulations and state law, Section 334.044(10)(a) and (b) Fla. Stat. (2017); and

F. FDOT permits may require an applicant who desires to have a representative sign a FDOT permit provide: (1) a notarized letter of authorization from the applicant designating the authorized representative, Rule 14-20.0010(4)(b) F.A.C.; and (2) guarantees of obligations to the FDOT, Section 334.187 Fla. Stat. (2017); and

G. This MOU is FDEP's acknowledgment that a request for a FDOT permit by a FDEP Contractor shall act to bind the FDEP to the FDOT's permit terms and conditions to the same extent as if FDEP applied for the FDOT permit, except that where the permit terms and conditions conflict with this MOU, this MOU is controlling as required for the guarantees of obligations and the notarized letter of authorization; and

H. FDEP and FDOT recognize that contaminants present in soil and groundwater are potentially detrimental to the public health and the environment; and

I. "Contaminant" or "contaminated" means any contiguous land, sediment, surface water, or groundwater areas that contain substances that may be harmful to human health or the environment. Section 376.301(10) Fla. Stat. (2017).

J. An "environmental infrastructure improvement(s)" such as monitoring wells, injection wells, and treatment piping and wells includes, without limitation, any temporary, non-permanent feature(s) for the assessment, monitoring, or remediation of contaminants; and

K. FDEP has the authority to investigate, assess, and cleanup certain sites pursuant to Sections 376.303, 376.305, 376.307, 376.3071, 376.3078, and 403.1655, Fla. Stat. (2017); and FDEP federal and state trust fund monies are also used to procure environmental contractors ("FDEP Contractors") to perform contaminant work in the FDOT right of way which may include the installation, operation, maintenance, repair, and removal of temporary, non-permanent environmental infrastructure improvements; and

L. FDOT is exempt from any liability imposed by Chapters 376 or 403, Fla. Stat., for pre-existing soil or groundwater contamination due solely to FDOT's ownership of the transportation facility, see section 337.27(4), Fla. Stat. (2017); and if the discharge occurred after the FDOT acquired the right of way, absent evidence that the FDOT caused or contributed to the discharge, then the FDOT is not liable according to subsection 376.308(1)(c), Fla. Stat. (2017), as the FDOT is not a facility owner and did not cause or contribute to the discharge; See the Division of Administrative Hearings Case 97-4411 Parker v. D.E.P., 99 ER FALR 43 (1998); and

M. The term "Federal, State, and Local Rules and Regulations" includes all applicable federal, state, local, administrative, regulatory, safety, and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications, and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, applicable Water Management District, FDEP, Occupational Health and Safety Administration (OSHA), Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, and local governmental entities; and

N. This MOU shall not modify or change Florida Statutes, FDEP or FDOT rules, does not expand FDEP's statutory obligations for assessment or remediation, and is limited to the scope outlined in this MOU; and

O. FDEP and FDOT recognize the benefits that accrue to each agency as a result of this MOU.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this MOU, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this MOU, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The Recitals set forth above and attached Exhibits are incorporated in and made part of this MOU.

2. EFFECTIVE DATE

The effective date of the MOU shall be the date the last of the parties to be charged executes the MOU ("Effective Date").

3. APPLICABILITY AND PROCEDURE

A. This MOU may be used by the FDEP and the FDEP Contractors in obtaining a FDOT general use permit, Chapter 14-20, F.A.C. This MOU may be used by FDEP and its Contractors to satisfy the FDOT permit requirements for (1) guarantees of obligations to the FDOT, Section 334.187 Fla. Stat. (2017); and (2) a notarized letter of authorization from the permit applicant, FDEP, designating the authorized representative. This MOU supersedes the October 29, 2012 Memorandum of Understanding between FDEP and FDOT regarding Petroleum Cleanup and Remediation in the Right of Way. The terms, provisions, and requirements of this MOU required for the guarantees of obligations and the notarized letter of authorization shall control over any conflicts between the MOU and the FDOT general use permit, as may be issued to FDEP and FDEP Contractors.

B. When applying for a general use permit the FDEP Contractor, in lieu of a notarized document or separate letter providing authorization to sign on behalf of FDEP, shall present to the FDOT a copy of this MOU and the FDEP purchase order (PO), Work Order (WO), Task Assignment (TA) or Change Order (CO) executed by FDEP authorizing the contaminant work requested under the permit application (sample PO, WO, TA and CO attached as Exhibits 1-4, respectively). The FDEP acknowledges that a request from FDEP's Contractor for a FDOT permit shall bind the FDEP to the FDOT's permit to the same extent as if FDEP requested the FDOT permit.

C. For sites eligible for the FDEP Petroleum Restoration Program's low-scored site initiative (LSSI) program, the FDEP qualified Contractor shall provide the LSSI site access agreement (SAA) executed by the real property owner of the property participating in the LSSI. See Exhibit 5 for a sample LSSI SAA (sample LSSI Work Order and SAA attached as Exhibit 5).

D. This MOU only applies to FDOT general use permits to do work in those transportation facilities and rights of way owned by the FDOT. This MOU does not apply to state lands owned by the FDEP Board of Trustees of the Internal Improvement Trust Fund and leased by the FDOT. Further this MOU only applies for FDOT general use permits to do work for contaminant environmental infrastructure improvements that are temporary, not permanent.

4. INCORPORATION INTO CONTRACT

The FDEP shall ensure that FDEP Contractors acting under the MOU are aware of the terms and provisions of the MOU and more specifically that such terms and provisions of paragraphs 5, 6, 7, and 12 of this MOU are referenced into any FDEP contract [PO, WO TA or CO] under which an FDEP Contractor is obtaining an FDOT general permit for environmental infrastructure(s).

5. CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REMOVAL

A. The FDEP shall ensure all work performed pursuant to this MOU and any related permit is done in a good and workmanlike manner, with reasonable care, and the environmental infrastructure improvement(s) are constructed, operated, maintained, and repaired and removed in accordance with the terms and provisions of the FDOT permit and this MOU, including, without limitation, all applicable Federal, State, and Local Rules and Regulations, the FDOT Road and Bridge Specifications, the FDOT Design Standards, and the most current edition of the FDEP's Monitoring Well Design and Construction Guidance Manual, as the same may be constituted and amended from time to time. No term or provision of this MOU shall obligate the FDOT to operate, maintain or repair the environmental infrastructure improvement(s), nor shall FDOT bear any

costs or expenses associated with such activities said obligations to remain the sole responsibility of the FDEP.

B. If the FDOT determines that the FDEP or the FDEP Contractor is not performing work in accordance with the terms and provisions of this MOU, then the FDOT shall deliver written notification of such to the FDEP with a copy to the FDEP Contractor. The FDEP shall have thirty (30) days from the date of the FDOT's written notice, or such other time as the FDOT and the FDEP mutually agree in writing, to correct the deficiency and provide the FDOT with written notice of the same.

C. The FDOT may require FDEP to remove the environmental infrastructure improvement(s), or any portion of the environmental infrastructure improvement(s), and to restore the FDOT right of way and/or transportation facility without liability to the FDOT if: (1) the environmental infrastructure improvement(s) are not constructed or maintained in accordance with the terms and provisions of this MOU; (2) removal of the environmental infrastructure improvement(s) is required by applicable Federal, State, and Local Rules and Regulations; (3) the FDOT notifies FDEP that FDOT intends to terminate the applicable permit; (4) the FDEP no longer utilizes the environmental infrastructure improvement(s); or (5) if in the FDOT's determination removal of the environmental infrastructure improvement(s) is necessary for the conduct of the FDOT's business. Upon request of FDOT, FDEP agrees to perform or cause to be performed these activities whether such construction operation, maintenance, repair, or removal was conducted by FDEP or the FDEP Contractor.

D. The FDEP shall ensure the timely removal of the environmental infrastructure improvement(s), or portions thereof designated by the FDOT for removal, and shall restore the FDOT right of way and/or transportation facility as nearly as practicable to the conditions which existed prior to activities associated with this MOU and related permit. See sections 376.3071(4)(k) and 376.307(1)(b) & (i), Fla. Stat. (2017).

E. The FDOT will make reasonable effort to have its employees and Contractors be aware of the FDEP environmental infrastructure improvement(s) with the aim that they avoid damaging, destroying, or paving over such improvements. If the FDEP environmental infrastructure improvement(s) appear to be in the way of FDOT activities, FDEP requests that it be informed so that FDEP can address the conflict or remove the environmental infrastructure improvement(s).

6. UTILITIES

The FDOT shall not be responsible for locating, removing or relocating utilities related to FDEP environmental infrastructure nor shall FDOT bear any costs or expenses associated with such activities. The FDEP shall bear the responsibility of locating, removing, and relocating utilities, both aerial and underground, that lie within the FDOT Property, if required to perform this MOU. The FDEP shall ensure all utility locations are researched and documented pursuant to Section 556.105, Fla. Stat. All utility conflicts shall be resolved by the FDEP directly with the applicable utility.

7. MAINTENANCE OF TRAFFIC

The FDEP shall ensure maintenance of traffic ("MOT") is performed at all times during its performance of this MOU. MOT shall be performed in accordance with applicable Federal, State, and Local Rules and Regulations and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the MOU by reference: (1) Section 102 of the FDOT's Standard Specifications for Road and Bridge Construction (located at

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>); (2) the Manual on Uniform Traffic Control Devices (MUTCD) (located at <https://mutcd.fhwa.dot.gov/>); and (3) the FDOT's Roadway Design Standards Index (located at <http://www.fdot.gov/design/PublicationsList.shtm>

8. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this MOU shall be deemed or otherwise interpreted as waiving the parties' sovereign immunity protections, or as increasing the limits of liability set forth in section 768.28, Fla. Stat. (2017). Nothing in this MOU shall be deemed or otherwise interpreted as waiving FDOT limits of liability set forth in sections 376.305, 376.308, and 337.27(4), Fla. Stat. (2017).

9. DUE DILIGENCE & WARRANTIES

A. Any and all due diligence requirements related to the FDEP's negotiation, execution and performance of this MOU are the sole responsibility of the FDEP.

B. The FDOT makes no representations or warranties of any kind, express or implied, concerning the FDOT rights of way and transportation facilities, including, without limitation, representations and warranties concerning: (1) the physical condition of the rights of way and transportation facilities; (2) compliance with local ordinances and zoning laws; (3) compliance with Federal, State, and Local Rules and Regulations; or (4) merchantability or fitness for a particular purpose.

10. FDEP FUNDS

A. FDEP acknowledges that FDOT transportation projects are important for serving the people of the state and providing an integrated, balanced statewide transportation system, while enhancing Florida's economic competitiveness. When contaminants are discharged into, onto or under a transportation facility such discharges impact the transportation facilities and future transportation projects.

B. The purpose for the use of this MOU is as outlined in Recital G and paragraph 3 above, however, if the FDEP does not have an existing responsibility to fund the contaminant work, nothing in this MOU shall create an obligation for the FDEP to assume such costs.

11. LIMITATIONS

A. The management of FDEP's work shall be performed by FDEP or its Contractors in accordance with its statutory authority and applicable Federal, State, and Local Rules and Regulations. Health and safety considerations for FDEP's or its contractor's work in contaminated areas or discharges is regulated by the Occupational Health and Safety Administration (OSHA) and existing Federal, State, and Local Rules and Regulations.

B. This MOU shall not operate to create or vest any property right in or to FDEP, FDEP Contractors, dischargers, responsible parties, or to third parties. The FDEP, FDEP Contractors, dischargers, responsible parties and third parties shall not acquire any right, title, interest or estate in the transportation facility by virtue of the execution, operation, effect, performance or breach of this MOU.

C. This MOU shall not create or impose any additional compliance requirements, other than those already imposed by existing Federal, State, and Local Rules and Regulations. The FDEP, FDEP Contractors, dischargers, responsible parties, and third parties shall not acquire any additional right to monitor or enforce any environmental or safety requirements under this MOU.

D Under no circumstances shall this MOU make FDOT the discharger. Under no circumstances shall this MOU create a new obligation for FDOT to remediate contaminants in the transportation

facility. Under no circumstances shall this MOU create a new obligation for the FDOT to remediate the contaminants in the source property.

E. Nothing in this MOU shall be interpreted as waiving any rights available to FDEP or FDOT, including but not limited to those under sections 376.305 or 335.10(3), Fla. Stat. (2016). Further, nothing in this MOU shall be construed to limit or constrain either agency's exercise of their respective existing remedies under agency rules or any applicable Federal, State, or Local Rule or Regulation.

12. RIGHT OF ENTRY

Subject to requirements of Florida law, and upon acquisition of the applicable FDOT permit, the FDOT agrees to allow FDEP and its Contractors access to the transportation facility and rights of way at reasonable times for the purpose of performing those tasks contemplated by this MOU. FDEP acknowledges and agrees that FDOT permit requirements, or safety considerations limit the times, areas, and activities which may be conducted. FDEP and its Contractors will contact FDOT and schedule time(s) to access the transportation facility by coordinating through the appropriate FDOT District Office. <http://www.fdot.gov/agencyresources/contactus.shtm>

13. MODIFICATION OF MOU

A modification or waiver of any of the provisions of this MOU shall be effective if made in writing and executed with the same formality as this MOU.

14. DISPUTE RESOLUTION AND VENUE

A. If a dispute arises concerning the interpretation, validity, performance or alleged breach of this MOU which cannot be resolved at the staff level, such dispute shall be elevated to the attention of FDEP's Director for the Division of Waste Management (DWM) and FDOT's Director of the Office of Environmental Management (OEM). If the DWM Director and OEM Director are unable to resolve any such dispute, then the matter will be elevated to each agency's Secretary or their designee for resolution.

B. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the MOU that are not resolved to the mutual satisfaction of the parties shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

15. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the MOU and shall do all other acts to effectuate the MOU.

16. EMERGENCY


A. If an Act of God or emergency or event, including without limitation third party spills and discharges of contamination and the abandonment of waste, and third party damage or vandalism to environmental infrastructure improvements, arises which impacts the traveling public's health, safety, or welfare or the rights of way subject to a general use permit issued under this MOU, then the FDOT may remove the permitted environmental infrastructure or any portion of the environmental infrastructure and restore the FDOT right of way to the condition it was prior to permit issuance without liability to FDEP, the FDEP Contractors, dischargers, responsible parties or third parties. FDOT will make reasonable effort to inform FDEP of these actions in a timely manner.

B. The public's right to use the rights of way can result in third party spills and discharges of contamination, abandonment of waste, and damage and vandalism to environmental infrastructure Improvement(s). The third party responsible (responsible party) for such damage or vandalism may be unknown or known. Nothing in this MOU shall require the FDOT to notify or make the traveling public aware of the FDEP environmental infrastructure improvements or prevent, investigate, or enforce any penalties regarding the traveling public's damaging, destroying, or paving over such Improvements. Nothing in this MOU shall make the FDOT liable for third party spills, discharges of contamination, abandonment of waste, and damage and vandalism to environmental infrastructure improvements

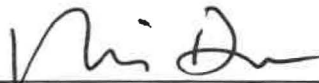
IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this MOU, consisting of 7 pages plus attachments.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

FLORIDA DEPARTMENT OF
TRANSPORTATION



Secretary



Secretary

2.26.18
Date

26 MAR 18
Date

- Exhibit 1: DEP Purchase order (PO) template
- Exhibit 2: DEP Work Order (WO) template
- Exhibit 3: DEP Task assignment (TA) template
- Exhibit 4: DEP Change Order (CO) template
- Exhibit 5: DEP Low-Scored Site Initiative Site Access Agreement (LSSI SAA) template

Electronic copies to:

- Joe Ullo, Director, Division of Waste Management, FDEP,
- Austin Hofmeister, Program Administrator, Petroleum Restoration Program, FDEP
- Teresa Boeshaghi, Program Administrator, Waste Cleanup Program, FDEP
- John S. Johnson, Director, Office of Emergency Response, FDEP
- Jason Watts, Director, Office of Environmental Management, FDOT
- Kathleen Toolan, Special Counsel for Environmental Affairs, FDOT
- FDOT District 1 Secretary
- FDOT District 2 Secretary
- FDOT District 3 Secretary
- FDOT District 4 Secretary
- FDOT District 5 Secretary
- FDOT District 6 Secretary
- FDOT District 7 Secretary
- FDOT Turnpike Executive Director



Order No. B22524

Version Number: 1
 Internal Version: false
 Issued on Tue, 28 Nov, 2017
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Supplier:
 GLE Associates, Inc.
 5405 Cypress Center Dr., Suite 110
 Tampa, FL 33609
 United States
 Phone: 1813-241-8350
 Fax: 1813-241-8737
 Contact: Robert Greene

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

Deliver To:
 Fraser Mickle (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 ...		Dollar	273,708.57	None	\$1.00000 USD	\$273,708.57000 USD

Contractor has been selected to perform a Remedial Action Construction & Operation and Maintenance (RAC/O&M) at the Atlantic Carwash & Mobil Mart, 2701 W Atlantic Blvd, Pompano Beach, Broward County, Florida, FAC ID 068945523. 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 864-003C.

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.fids.com/Search/ContractIDetail.aspx?AgencyId=370000&ContractId=GC864>

Distributors?: N
 Requester: Fraser Mickle (Contracts)

EXHIBIT 1

Ship To Code: DEP309S
 State Contract ID:
 Contract ID:
 Requester Phone:
 PR No.: PR10316850
 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, 28 Nov, 2017
 PO End Date: Mon, 29 Jul, 2019
 Fiscal Year Indicator: 2018
 PU#: 3701
 Site Code: 370000-12
 Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
 P Card Order?: No

Total	\$273,708.57000
	USD

Comments

- **Twilla Barteld (Contracts), 11/14/2017:**
 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 (Twilla Barteld (Contracts), Tue, 14 Nov, 2017)
- **COMMENT by Magen Greene (Contracts) on 11/28/2017**
 Note: Attachment B language appearing in upper right-hand corner titled "Less Surcharge" 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.

 Contractor has provided the DEP with quotes for some of the activities for this project. The terms and conditions of the DEP Agency Term Contract (ATC) apply to and control all work performed by Contractor, and DEP does not accept, agree to, or incorporate any other terms and conditions. Any terms and conditions negotiated between Contractor and any subcontractors or suppliers that seek to supplement, or are in conflict with the ATC, are not binding on or apply to the Contractor and DEP's contractual relationship. Contractor bears the risk that additional terms and conditions negotiated between it and subcontractors or suppliers will delay, interfere with or frustrate its performance under the ATC. (Magen Greene (Contracts), Tue, 28 Nov, 2017)

Attachments

- **ATTACHMENT by Twilla Barteld (Contracts) on Thursday, November 16, 2017 at 11:05 AM**
 Quotes (2-3, 15-3, 15-7, 15-9, 22-1 - 22-4) - 068945523.pdf (945963 bytes)
- **ATTACHMENT by Twilla Barteld (Contracts) on Thursday, November 16, 2017 at 2:10 PM**
 Attachment A - RAC O&M - Scope Of Work - 068945523.pdf (656515 bytes)
- **ATTACHMENT by Twilla Barteld (Contracts) on Tuesday, November 21, 2017 at 3:03 PM**
 Attachment B - Schedule of Pay Items & Other Related Documents - 068945523.xlsm (1389468 bytes)

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

Facility Name: ATLANTIC CARWASH & MOBIL MART
 7-Digit Facility ID #: 8945523
 County: 06
 Region: South
 Site Manager Name: FRASER MICKLE
 Site Manager Phone: (954)519-1288
 Site Manager Email: fmickle@broward.org

Contractor: GLE Associates, Inc.
 CID #: 00144
 Contract #: GC864
 SPI ID #: 10805
 Retainage %: 5%
 FDEP Cost Share %: 100.00%
 Total Extended Cost: \$ 273,708.57
 Without Handling Fee: \$ 271,706.58
 Purchase Order:
 Download Date: 11/9/17 10:35
 Assgiment Type: SCOPE
 Transition Agreement: Yes No

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	PO Rate Sheet				Previously Invoiced	This Invoice		Balance
			UNITS	NEGOTIATED ITEM PRICE	TOTAL EXTENDED PRICE		UNITS	UNITS	EXTENDED PRICE	UNITS
Task 1										
1-2.a.	Site Health & Safety Plan for Continued Work (no cost to FDEP)	Per Site	1	\$ -	\$ -	0	0	\$ -	1	
		RETAINAGE			\$ -	\$ -		\$ -	\$ -	
		SUBTOTAL			\$ -	\$ -		\$ -	\$ -	
Task 2										
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable*	5000	\$ 1.00	\$ 5,000.00	0	0	\$ -	5000	
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	28658.51	\$ 0.06	\$ 1,719.51	0	0	\$ -	28658.51	
2-3.	Professional Land Survey subject to FDEP authorization to perform and the SPI displaying the cost not to exceed as supported by quote(s) prior to performance	Reimbursable*	850	\$ 1.00	\$ 850.00	0	0	\$ -	850	
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	4	\$ 500.00	\$ 2,000.00	0	0	\$ -	4	
3-3.	Heavy Duty/Stakebed Truck (3/4 ton +) - ≤ 100 miles each way	Per Round Trip	4	\$ 750.00	\$ 3,000.00	0	0	\$ -	4	
3-5.	Work Trailer - ≤ 100 miles each way	Per Round Trip	4	\$ 275.00	\$ 1,100.00	0	0	\$ -	4	
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	1	\$ 450.00	\$ 450.00	0	0	\$ -	1	
3-15.	Loader/Backhoe Mobilization - ≤ 100 miles each way	Per Round Trip	3	\$ 650.00	\$ 1,950.00	0	0	\$ -	3	
3-17.	Mini Excavator/Loader (Bobcat™) Mobilization - ≤ 100 miles each way	Per Round Trip	3	\$ 400.00	\$ 1,200.00	0	0	\$ -	3	
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	45	\$ 80.00	\$ 3,600.00	0	0	\$ -	45	
5-3.a.	Direct Push Technology (DPT) Rig and Equipment	Full Day	5	\$ 2,600.00	\$ 13,000.00	0	0	\$ -	5	
6-1.	Well Installation - 1 inch diameter	Per Foot	621	\$ 32.00	\$ 19,872.00	0	0	\$ -	621	
6-3.a.	Well Installation - 4 inch diameter (vertical)	Per Foot	18	\$ 40.00	\$ 720.00	0	0	\$ -	18	
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	11	\$ 200.00	\$ 2,200.00	0	0	\$ -	11	
8-6.	Soil/Sediment Sample Collection	Per Sample	1	\$ 50.00	\$ 50.00	0	0	\$ -	1	
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 50.00	\$ 50.00	0	0	\$ -	1	
9-3.	Soil, Volatile Organic Halocarbons (EPA 8021 or EPA 8260)	Per Sample	1	\$ 60.00	\$ 60.00	0	0	\$ -	1	
9-8.	Soil, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	1	\$ 75.00	\$ 75.00	0	0	\$ -	1	
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.50	\$ 12.50	0	0	\$ -	1	
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.50	\$ 12.50	0	0	\$ -	1	
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.50	\$ 12.50	0	0	\$ -	1	
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	1	\$ 12.50	\$ 12.50	0	0	\$ -	1	
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	12	\$ 50.00	\$ 600.00	0	0	\$ -	12	
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	12	\$ 95.00	\$ 1,140.00	0	0	\$ -	12	
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	12	\$ 75.00	\$ 900.00	0	0	\$ -	12	
9-68.	Air, Total Petroleum Hydrocarbons (EPA Method 18 or TO-3)	Per Sample	9	\$ 100.00	\$ 900.00	0	0	\$ -	9	

**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
9-77.	Additional Laboratory % Surcharge authorized in the ATC contract for 1 Day Turnaround. The price should be a total of all standard costs for analysis receiving 1 Day Turnaround in each Task. Enter this price in the Quant. column for the associated task. The rate is the % surcharge authorized in the ATC contract (% surcharge is calculated using the item price, where: \$1.00 = 100%, \$0.75 = 75%, ect.). This will be payable per sample per % surcharge utilizing the dollars as the number of units.	Percent Surcharge	900	\$ 1.00	\$ 900.00	0	0	\$ -	900
12-1.	Removal and Loading of Asphalt and/or Concrete - up to 4 inch thickness	Per Square Foot	612	\$ 1.88	\$ 1,150.56	0	0	\$ -	612
12-2.	Additional Removal/Loading Cost for Concrete - > 4 inch thickness	Per Square Foot	612	\$ 3.00	\$ 1,836.00	0	0	\$ -	612
12-4.	Transport and Disposal of Clean Concrete	Per Ton	22.5	\$ 50.00	\$ 1,125.00	0	0	\$ -	22.5
12-7.	Transport Petroleum Impacted Soil (bulk) ≤ 100 miles	Per Ton	25	\$ 30.00	\$ 750.00	0	0	\$ -	25
12-11.	Disposal of Petroleum Impacted Soil at a Thermal Treatment Facility (bulk) ≤ 450 tons	Per Ton	25	\$ 40.00	\$ 1,000.00	0	0	\$ -	25
13-3.	Concrete Paving - 4 inch thickness (includes sub-base)	Per Square Foot	612	\$ 8.00	\$ 4,896.00	0	0	\$ -	612
13-4.	Concrete Paving - additional 1 inch thickness	Per Square Foot	1224	\$ 2.50	\$ 3,060.00	0	0	\$ -	1224
13-6.	Grass - Sod	Per Square Foot	220	\$ 1.00	\$ 220.00	0	0	\$ -	220
15-1.a.	Trenching and Installation of 1-10 Plumbing (and Electrical) Lines in Trench	Per Linear Foot of Trench	356	\$ 65.00	\$ 23,140.00	0	0	\$ -	356
15-1.b.	Trenching and Installation of 11 - 20 Lines	Per Linear Foot of Trench	25	\$ 72.50	\$ 1,812.50	0	0	\$ -	25
15-2.a.	Installation of Plumbing (and Electrical) Lines Above Ground: Per Linear Foot of Piping. Electrical lines are not counted in determination of costs.	Per Foot	40	\$ 15.00	\$ 600.00	0	0	\$ -	40
15-3.	Plumbing and Electrical Materials/Equipment Installed in Trench (If FDEP authorizes, submit quote(s) with Change Order)	Reimbursable*	1193.23	\$ 1.00	\$ 1,193.23	0	0	\$ -	1193.23
15-4.c.	System Installation/Integration/Startup - 1 Technology Component - 21-30 Recovery/Treatment Points	Per Startup	1	\$ 8,000.00	\$ 8,000.00	0	0	\$ -	1
15-5.	System Installation/Integration/Startup - Addition of 1 Technology Component	Per Additional Tech Component	1	\$ 1,375.00	\$ 1,375.00	0	0	\$ -	1
15-7.	Compound Construction/Fencing (materials)	Reimbursable*	1173.04	\$ 1.00	\$ 1,173.04	0	0	\$ -	1173.04
15-9.	Utility Connection	Reimbursable*	6800	\$ 1.00	\$ 6,800.00	0	0	\$ -	6800
19-19.	Remedial Action Startup Report	Per Report	1	\$ 2,750.00	\$ 2,750.00	0	0	\$ -	1
21-29.	P.E. Review, Evaluation and Certification of As-Built Drawings (P.E. sealed red lined modifications)	Per Set of Drawings	1	\$ 500.00	\$ 500.00	0	0	\$ -	1
22-1.	TWO DAYS OF FORKLIFT RENTAL (SUNBELT)	Reimbursable*	923.3	\$ 1.00	\$ 923.30	0	0	\$ -	923.3
22-2.	CARBON AND DELIVERY TO SITE (CARBON SERVICE)	Reimbursable*	12718.94	\$ 1.00	\$ 12,718.94	0	0	\$ -	12718.94
		RETAINAGE			\$ 6,820.50	\$ -		\$ -	\$ 6,820.50
		SUBTOTAL			\$ 136,410.08	\$ -		\$ -	\$ 136,410.08
Task 3									
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	4708.01	\$ 0.06	\$ 282.48	0	0	\$ -	4708.01
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	4	\$ 500.00	\$ 2,000.00	0	0	\$ -	4
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	6	\$ 200.00	\$ 1,200.00	0	0	\$ -	6
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 50.00	\$ 50.00	0	0	\$ -	1
9-15.	Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311)	Per Sample	1	\$ 60.00	\$ 60.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	8	\$ 50.00	\$ 400.00	0	0	\$ -	8
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	7	\$ 95.00	\$ 665.00	0	0	\$ -	7

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	7	\$ 75.00	\$ 525.00	0	0	\$ -	7
9-68.	Air, Total Petroleum Hydrocarbons (EPA Method 18 or TO-3)	Per Sample	11	\$ 100.00	\$ 1,100.00	0	0	\$ -	11
17-3.	System O&M Package - Large	Per Month	3	\$ 2,109.00	\$ 6,327.00	0	0	\$ -	3
18-22.	AS/SVE System - Large - Long Term > 6 mos.	Per Month	3	\$ 5,250.00	\$ 15,750.00	0	0	\$ -	3
19-21.	Operation & Maintenance Report, Quarterly or Non-Annual	Per Report	1	\$ 1,600.00	\$ 1,600.00	0	0	\$ -	1
20-6.	Scientist/Technical Specialist (Key)	Per Hour	4	\$ 85.00	\$ 340.00	0	0	\$ -	4
20-8.	Field Technician (Key)	Per Hour	4	\$ 60.00	\$ 240.00	0	0	\$ -	4
21-8.	P.E. Project Oversight for Remediation System Operation and Maintenance	Per Month	3	\$ 800.00	\$ 2,400.00	0	0	\$ -	3
22-3.	FORKLIFT RENTAL ONE DAY (SUNBELT)	Reimbursable*	461.65	\$ 1.00	\$ 461.65	0	0	\$ -	461.65
22-4.	THREE MONTHS RENTAL AND REMOVAL AND DISPOSAL OF CARBON (CARBON SERVICES)	Reimbursable*	4246.36	\$ 1.00	\$ 4,246.36	0	0	\$ -	4246.36
					RETAINAGE	\$ 1,882.37	\$ -	\$ -	\$ 1,882.37
					SUBTOTAL	\$ 37,647.49	\$ -	\$ -	\$ 37,647.49
Task 4									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 500.00	\$ 500.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	6	\$ 200.00	\$ 1,200.00	0	0	\$ -	6
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 50.00	\$ 50.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	7	\$ 50.00	\$ 350.00	0	0	\$ -	7
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	7	\$ 95.00	\$ 665.00	0	0	\$ -	7
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	7	\$ 75.00	\$ 525.00	0	0	\$ -	7
9-68.	Air, Total Petroleum Hydrocarbons (EPA Method 18 or TO-3)	Per Sample	1	\$ 100.00	\$ 100.00	0	0	\$ -	1
17-3.	System O&M Package - Large	Per Month	3	\$ 2,109.00	\$ 6,327.00	0	0	\$ -	3
18-22.	AS/SVE System - Large - Long Term > 6 mos.	Per Month	3	\$ 5,250.00	\$ 15,750.00	0	0	\$ -	3
19-21.	Operation & Maintenance Report, Quarterly or Non-Annual	Per Report	1	\$ 1,600.00	\$ 1,600.00	0	0	\$ -	1
21-8.	P.E. Project Oversight for Remediation System Operation and Maintenance	Per Month	3	\$ 800.00	\$ 2,400.00	0	0	\$ -	3
					RETAINAGE	\$ 1,473.35	\$ -	\$ -	\$ 1,473.35
					SUBTOTAL	\$ 29,467.00	\$ -	\$ -	\$ 29,467.00
Task 5									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 500.00	\$ 500.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	6	\$ 200.00	\$ 1,200.00	0	0	\$ -	6
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 50.00	\$ 50.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	7	\$ 50.00	\$ 350.00	0	0	\$ -	7
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	7	\$ 95.00	\$ 665.00	0	0	\$ -	7
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	7	\$ 75.00	\$ 525.00	0	0	\$ -	7
9-68.	Air, Total Petroleum Hydrocarbons (EPA Method 18 or TO-3)	Per Sample	1	\$ 100.00	\$ 100.00	0	0	\$ -	1
17-3.	System O&M Package - Large	Per Month	3	\$ 2,109.00	\$ 6,327.00	0	0	\$ -	3
18-22.	AS/SVE System - Large - Long Term > 6 mos.	Per Month	3	\$ 5,250.00	\$ 15,750.00	0	0	\$ -	3
19-21.	Operation & Maintenance Report, Quarterly or Non-Annual	Per Report	1	\$ 1,600.00	\$ 1,600.00	0	0	\$ -	1
21-8.	P.E. Project Oversight for Remediation System Operation and Maintenance	Per Month	3	\$ 800.00	\$ 2,400.00	0	0	\$ -	3
					RETAINAGE	\$ 1,473.35	\$ -	\$ -	\$ 1,473.35

**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
		SUBTOTAL			\$ 29,467.00	\$ -	\$ -	\$ 29,467.00	
Task 6									
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$ 500.00	\$ 500.00	0	0	\$ -	1
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	11	\$ 200.00	\$ 2,200.00	0	0	\$ -	11
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$ 50.00	\$ 50.00	0	0	\$ -	1
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	12	\$ 50.00	\$ 600.00	0	0	\$ -	12
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	12	\$ 95.00	\$ 1,140.00	0	0	\$ -	12
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	12	\$ 75.00	\$ 900.00	0	0	\$ -	12
9-68.	Air, Total Petroleum Hydrocarbons (EPA Method 18 or TO-3)	Per Sample	1	\$ 100.00	\$ 100.00	0	0	\$ -	1
17-3.	System O&M Package - Large	Per Month	3	\$ 2,109.00	\$ 6,327.00	0	0	\$ -	3
18-22.	AS/SVE System - Large - Long Term > 6 mos.	Per Month	3	\$ 5,250.00	\$ 15,750.00	0	0	\$ -	3
19-22.	Operation & Maintenance Annual Report	Per Report	1	\$ 2,750.00	\$ 2,750.00	0	0	\$ -	1
21-8.	P.E. Project Oversight for Remediation System Operation and Maintenance	Per Month	3	\$ 800.00	\$ 2,400.00	0	0	\$ -	3
21-32.	P.E. Review, Evaluation and Certification of an Annual Operation and Maintenance Report	Per Report	1	\$ 1,000.00	\$ 1,000.00	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			\$ 2,035.85	\$ -	\$ -	\$ 2,035.85	
		SUBTOTAL			\$ 40,717.00	\$ -	\$ -	\$ 40,717.00	
		TOTAL COST			\$ 273,708.57	\$ -	\$ -	\$ 273,708.57	
		Owner Cost Share:			\$ -	\$ -	\$ -	\$ -	
		FDEP Cost Share:			\$ 273,708.57	\$ -	\$ -	\$ 273,708.57	
		Retainage:			\$ 13,685.42	\$ -	\$ -	\$ 13,685.42	
		FDEP Less Retainage:			\$ 260,023.15	\$ -	\$ -	\$ 260,023.15	

Version: 10.0

Site Manager Approval:

Print Name _____

Signature _____

Date of Review Letter _____

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

9-Digit Facility ID Number: 068945523

STCM Facility Name: Altantic Carwash & Mobil Mart

SubPhase(s): RAC

O&M

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
- O&M (System) Parameters Table
- Remedial Action Construction Table

<p>Task 1 Description: Complete office activities. Tasks include: review fully executed Site Access Agreement (SAA) (found in OCULUS); prepare & submit updated site-specific Health and Safety Plan (HASP) (at no cost to DEP).</p>
<p>Task 1 Deliverable: HASP</p>
<p>Task 1 Deliverable Due Date: Tuesday, January 30, 2018</p>
<p>Task 2 Description: Coordinate Professional Land Survey. Install remedial action system, including the wells shown on the RAC and SB-Well Installation Tables, trenching as illustrated in Figure 2 -Site Map and calculated associated table and as specified in the 06/28/17 Level 1 Remedial Action Plan (RAP) (FDEP Approval Order dated 09/15/17). The carbon SVE treatment will be included as a reimbursable cost in accordance with the 10/09/14 FDEP Guidance titled Change in Procurement Procedure for the Addition of Carbon Off-Gas Treatment. Complete remedial system startup activities (5 days) and collect waste characterization soil samples and air samples in accordance with the Soil-Air Sampling Table. Collect groundwater samples in accordance with the Water Sampling Table. Transport and dispose of IDW.</p>
<p>Task 2 Deliverable: Remedial Action Startup Report & PLS</p>
<p>Task 2 Deliverable Due Date: Wednesday, May 30, 2018</p>
<p>Task 3 Description: Quarter 1 O&M (Weeks 2, 3 & 4 plus Months 2 & 3): Conduct remediation system operations. Collect system operational parameters and samples as per the Water Sampling, Soil-Air Sampling and O&M Parameters tables.</p>
<p>Task 3 Deliverable: Operation & Maintenance Report, Quarterly or Non-Annual</p>
<p>Task 3 Deliverable Due Date: Tuesday, August 28, 2018</p>

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

9-Digit Facility ID Number: 068945523

STCM Facility Name: Altantic Carwash & Mobil Mart

<p>Task 4 Description: Quarter 2 O&M (Months 4, 5 & 6): Conduct remediation system operations. Collect system operational parameters and samples as per the Water Sampling, the Soil-Air Sampling Table and O&M Parameters tables.</p> <p>Task 4 Deliverable: Operation & Maintenance Report, Quarterly or Non-Annual</p> <p>Task 4 Deliverable Due Date: Monday, November 26, 2018</p>
<p>Task 5 Description: Quarter 3 O&M (Months 7, 8 & 9): Conduct remediation system operations. Collect system operational parameters and samples as per the Water Sampling, the Soil-Air Sampling Table and O&M Parameters tables.</p> <p>Task 5 Deliverable: Operation & Maintenance Report, Quarterly or Non-Annual</p> <p>Task 5 Deliverable Due Date: Monday, February 25, 2019</p>
<p>Task 6 Description: Quarter 4 O&M (Months 10, 11 & 12): Conduct remediation system operations. Collect system operational parameters and samples as per the Water Sampling, the Soil-Air Sampling Table and O&M Parameters tables. Contingent Funding is only allowed to be used to offset the cost for pay items associated with a Field Request for Change for any open task.</p> <p>Task 6 Deliverable: Operation & Maintenance Report, Annual</p> <p>Task 6 Deliverable Due Date: Wednesday, May 29, 2019</p> <p style="text-align: center;">PO End Date: Monday, July 29, 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.

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.

Attachment A
Petroleum Restoration Program
Scope of Work

9-Digit Facility ID Number: 068945523 :

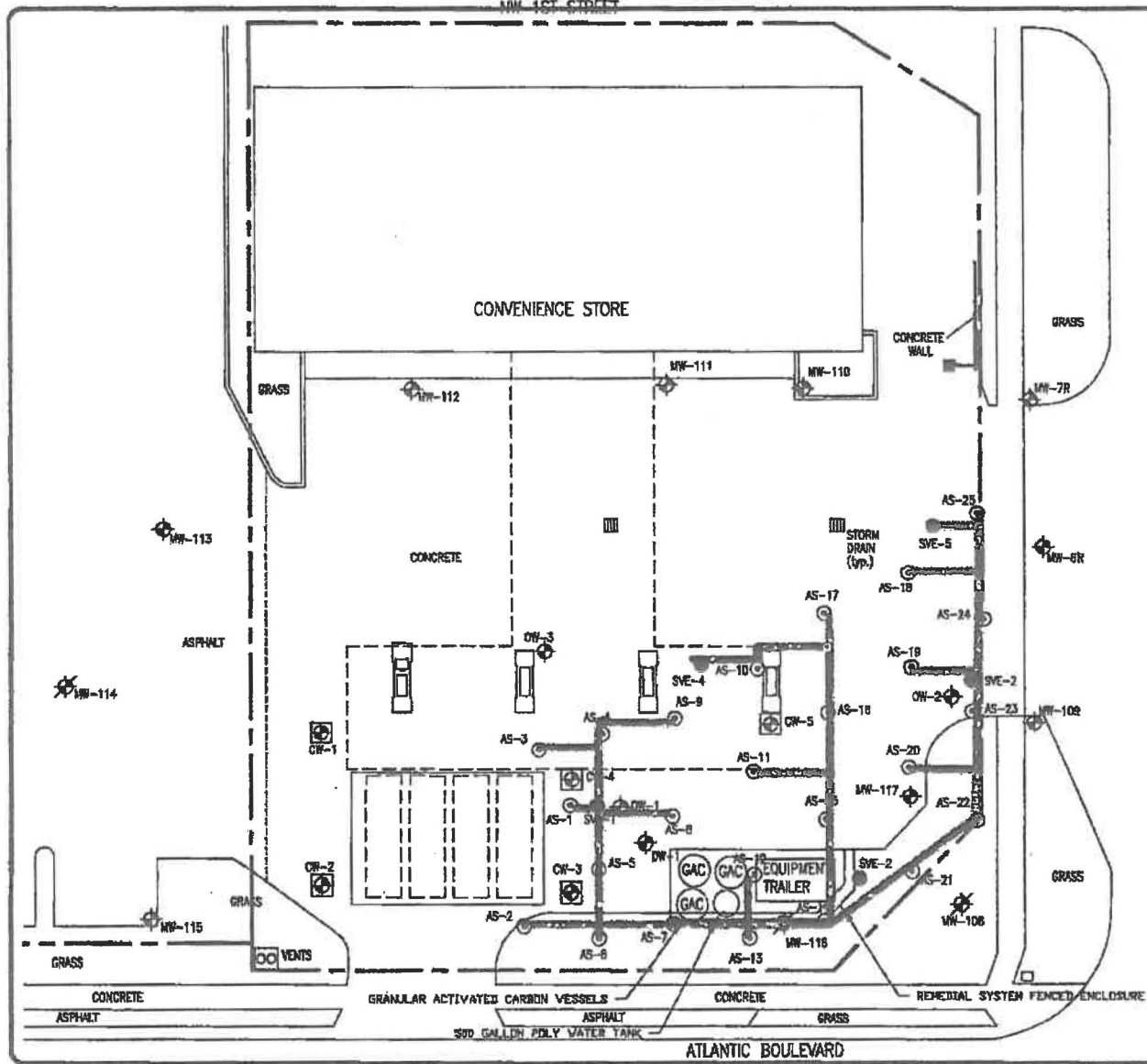
STCM Facility Name: Altantic Carwash & Mobil Mart

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.



- LEGEND:**
- MONITORING WELL LOCATION
 - COMPLIANCE WELL LOCATION
 - DESTROYED MONITORING WELL
 - AS WELL
 - SVE WELL
 - PROPERTY BOUNDARY
 - PROPOSED TRENCHING AND PIPING



REVISIONS	BY



Prepared For
Atlantic Car Wash & Mobil Mart
 2701 W. ATLANTIC BLVD.
 POMPANO BEACH, FL.

PROJECT NO.
 1918-0001

DATE	8/12/07
BY	[Signature]
CHECKED	[Signature]
DATE	8/12/07
SCALE	AS SHOWN
FIG.	FIG.-2



1. Determine the total number of pipes in each trench segment (including spurs) and the length of the segment and input into the yellow cell below.

2. SPI Item Items 15-1.a, 15.1.b, 15.1.c, and 15.1.d will be calculated automatically and displayed in at the bottom of the table. This calculation is based upon the total number of pipes in each trench segment. For trench segments greater than 30 pipes, the table will automatically take the number of pipes in the trench segment, subtract 30 pipes, calculate the number of 30 pipe bundles, and find the equivalent length of the trench based upon the 30 pipe bundles.

$$\text{Calculation} = \text{Length of Trench (feet)} \times \text{ROUNDED UP}[(\text{Number of Pipes in Trench} - 30 \text{ Pipes}) / 30 \text{ Pipe Bundles}]$$

Trench Segment	Number of Pipes in Trench	Length of Trench Segment (feet)	SPI Item 15-1.a. Trenching Installation of trench containing 1-10 Plumbing Lines (linear foot of trench)	SPI Item 15-1.b. Trenching Installation of trench containing 11-20 Plumbing Lines (linear foot of trench)	SPI Item 15-1.c. Trenching Installation of trench containing 21-30 Plumbing Lines (linear foot of trench)	Additional pipes >30	ADDITIONAL bundle of 1-10 lines	SPI Item 15-1.d. Trenching installation of additional bundle of 1-10 lines greater than 30 lines in trench (linear foot of trench)	Notes
A	1	15	15	0	0	0	0	0	AS-9 to AS-4
B	1	12	12	0	0	0	0	0	AS-8 to AS-4
C	9	15	15	0	0	0	0	0	AS-4 to SVE-1
D	1	5	5	0	0	0	0	0	AS-1 to SVE-1
E	1	15	15	0	0	0	0	0	AS-8 to SVE-1
F	6	11	11	0	0	0	0	0	SVE-1 to AS-5
G	7	12	12	0	0	0	0	0	AS-5 to AS-6
H	1	15	15	0	0	0	0	0	AS-1 to AS-6
I	9	14	14	0	0	0	0	0	AS-6 to AS-7
J	10	14	14	0	0	0	0	0	AS-7 to AS-13
K	1	10	10	0	0	0	0	0	AS-12 to AS-19
L	1	12	12	0	0	0	0	0	SVE-4 to AS-10
M	2	15	15	0	0	0	0	0	AS-10 to pipe from AS-17
N	1	7	7	0	0	0	0	0	AS-17 to junction with AS-20 and SVE-4
O	9	12	12	0	0	0	0	0	Junction of AS-17, AS-10 and SVE-4 to AS-16
P	4	11	11	0	0	0	0	0	AS-16 to junction with AS-11
Q	5	8	8	0	0	0	0	0	Junction with AS-11 to AS-15
R	6	19	19	0	0	0	0	0	AS-15 to AS-14
S	1	9	9	0	0	0	0	0	SVE-5 to AS-15
T	2	12	12	0	0	0	0	0	AS-25 to junction with AS-18
U	1	13	13	0	0	0	0	0	AS-18 to junction with AS-25 and SVE-5
V	3	10	10	0	0	0	0	0	Junction of AS-25 and SVE-5 and AS-18 to AS-24
W	4	12	12	0	0	0	0	0	AS-24 to SVE-2
X	1	12	12	0	0	0	0	0	AS-19 to SVE-2
Y	6	6	6	0	0	0	0	0	SVE-2 to AS-23
Z	7	11	11	0	0	0	0	0	AS-23 to junction with AS-20
AA	1	13	13	0	0	0	0	0	AS-20 to junction with AS-23
BB	8	10	10	0	0	0	0	0	Junction of AS-20 and AS-23 to AS-22
CC	9	16	16	0	0	0	0	0	AS-22 to AS-21
DD	10	10	10	0	0	0	0	0	AS-21 to SVE-8
EE	11	10	0	10	0	0	0	0	SVE-8 to AS-14
FF	18	15	0	15	0	0	0	0	AS-14 to AS-19
Actual Footage of Trench		381	356	25	0			0	
			SPI Item 15-1.a.	SPI Item 15-1.b.	SPI Item 15-1.c.			SPI Item 15-1.d.	

ATTACHED IN ERROR

ATTACHED IN ERROR

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Atlantic Carwash & Mobil Mart

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)											
2	CW-3	Startup			1	1	1	1											
2	CW-4	Startup			1	1	1	1											
2	CW-5	Startup			1	1	1	1											
2	MW-6R	Startup			1	1	1	1											
2	MW-109	Startup			1	1	1	1											
2	MW-117	Startup			1	1	1	1											
2	CW-2	Startup			1	1	1	1											
2	OW-3	Startup			1	1	1	1											
2	MW-7R	Startup			1	1	1	1											
2	MW-201	Startup			1	1	1	1											
2	MW-202	Startup			1	1	1	1											
3	CW-3	Quarterly			1	1	1	1											
3	CW-4	Quarterly			1	1	1	1											
3	CW-5	Quarterly			1	1	1	1											
3	MW-6R	Quarterly			1	1	1	1											
3	MW-109	Quarterly			1	1	1	1											
3	MW-117	Quarterly			1	1	1	1											
3	Used Carbon	Once				1													
4	CW-3	Quarterly			1	1	1	1											
4	CW-4	Quarterly			1	1	1	1											
4	CW-5	Quarterly			1	1	1	1											
4	MW-6R	Quarterly			1	1	1	1											
4	MW-109	Quarterly			1	1	1	1											
4	MW-117	Quarterly			1	1	1	1											
5	CW-3	Quarterly			1	1	1	1											
5	CW-4	Quarterly			1	1	1	1											
5	CW-5	Quarterly			1	1	1	1											
5	MW-6R	Quarterly			1	1	1	1											
5	MW-109	Quarterly			1	1	1	1											
5	MW-117	Quarterly			1	1	1	1											
6	CW-3	Quarterly			1	1	1	1											
6	CW-4	Quarterly			1	1	1	1											
6	CW-5	Quarterly			1	1	1	1											
6	MW-6R	Quarterly			1	1	1	1											
6	MW-109	Annually			1	1	1	1											
6	MW-117	Annually			1	1	1	1											
6	CW-2	Annually			1	1	1	1											
6	OW-3	Annually			1	1	1	1											
6	MW-7R	Annually			1	1	1	1											
6	MW-201	Annually			1	1	1	1											
6	MW-202	Annually			1	1	1	1											
2	SVE Condensate	Startup				1	1	1											
3	SVE Condensate	Quarterly				1	1	1											
4	SVE Condensate	Quarterly				1	1	1											
5	SVE Condensate	Quarterly				1	1	1											
6	SVE Condensate	Annually				1	1	1											
Task 2 Subtotal				0	11	12	12	12	0	0	0	0	0	0	0	0	0	0	0
Task 3 Subtotal				0	6	8	7	7	0	0	0	0	0	0	0	0	0	0	0
Task 4 Subtotal				0	6	7	7	7	0	0	0	0	0	0	0	0	0	0	0
Task 5 Subtotal				0	6	7	7	7	0	0	0	0	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Atlantic Carwash & Mobil Mart

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)											
			Task 6 Subtotal	0	11	12	12	12	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	40	46	45	45	0	0	0	0	0	0	0	0	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Atlantic Carwash & Mobil Mart

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SOIL and AIR SAMPLING TABLE																	
Task #	Soil /Air Sample Locations	Frequency (if applicable)	Expedited Turnaround (TA)	Depth Interval (if applicable)	(9-3.) VOHs	(9-5.) PAHs	(9-8.) TRPH (FL-PRO)	(9-8.) Air-Total Petroleum Hydrocarbons (TO-3)	(9-11.) Arsenic	(9-12.) Cadmium	(9-13.) Chromium	(9-14.) Lead	8-9 Air Sampling	(9-15.) TCLP-Extraction Only			(8-14.) Encore Sampler
2	Days 1, 3, & 5 (Air - Before Carbon)	Daily	1-day TA					3									
2	Days 1, 3 & 5 (Air - Mid Carbon)	Daily	1-day TA					3									
2	Days 1, 3 & 5 (Air - After Carbon)	Daily	1-day TA					3									
3	Weeks 2, 3 & 4 (Air - Before Carbon)	Weekly						3									
3	Weeks 2, 3 & 4 (Air - Mid Carbon)	Weekly						3									
3	Weeks 2, 3 & 4 (Air - After Carbon)	Weekly						3									
3	SVE Total Influent (1st Quarter months 2 & 3)	Monthly						2									
4	SVE Total Influent (2nd Quarter)	Quarterly						1									
5	SVE Total Influent (3rd Quarter)	Quarterly						1									
6	SVE Total Influent (4th Quarter)	Annually						1									
2	IDW Composite	once			1		1		1	1	1	1					
3	Used Carbon													1			
Task 2 Subtotal					1	0	1	9	1	1	1	1	0	0	0	0	0
Task 3 Subtotal					0	0	0	11	0	0	0	0	0	1	0	0	0
Task 4 Subtotal					0	0	0	1	0	0	0	0	0	0	0	0	0
Task 5 Subtotal					0	0	0	1	0	0	0	0	0	0	0	0	0
Task 6 Subtotal					0	0	0	1	0	0	0	0	0	0	0	0	0
GRAND TOTALS					1	0	1	23	1	1	1	1	0	1	0	0	0

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Atlantic Carwash & Mobil Mart

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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 bis)	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 bis)	Screen Interval (ft bis)	Total Well Footage (ft)	Surface Casing Diameter (In)	Surface Casing Depth (ft)	Total Casing Footage (ft)	Well Completion Type
2	Hand Auger	3	6	18				3	SVE	4	6	1-6	18	NA		0	8" MH
2	DPT	23	27	621				23	AS	1	27	25-27	621	NA		0	8" MH
TOTALS				639									639			0	

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Altantic Carwash & Mobil Mart

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

O&M (System) Parameters Table										
TASK #(s)	Location (e.g., MW-X, Manifold, Influent, Effluent, etc.)	Frequency (if applicable)	Depth to Water (DTW)	Dissolved Oxygen (DO)	Pressure/ Vacuum	Flow	OVA	Hour Meter Reading	Observations	
3	SVE Total Influent	Daily			X	X	X			
3	SVE Individual SVE Wells	Daily			X	X	X			
3	SVE Effluent Mid GAC	Daily					X			
3	SVE Effluent After GAC	Daily					X			
3	AS Wells Zone 1,2,3	Daily			X	X				
3	CW-3,4,5, MW-6R,109,117	Daily	X	X	X					
3	SVE BLOWER	Daily			X	X		X		
3	AS COMPRESSOR	Daily			X	X		X		
4	SVE Total Influent	Weekly			X	X	X			
4	SVE Individual SVE Wells	Weekly			X	X	X			
4	SVE Effluent Mid GAC	Weekly					X			
4	SVE Effluent After GAC	Weekly					X			
4	AS Wells Zone 1,2,3	Weekly			X	X				
4	CW-3,4,5, MW-6R,109,117	Weekly	X	X	X					
4	SVE BLOWER	Weekly			X	X		X		
4	AS COMPRESSOR	Weekly			X	X		X		
4	SVE Total Influent	Monthly			X	X	X			
4	SVE Individual SVE Wells	Monthly			X	X	X			
4	AS Wells Zone 1,2,3	Monthly			X	X				
4	CW-3,4,5, MW-6R,109,117	Monthly	X	X	X					
4	SVE BLOWER	Monthly			X	X		X		
4	AS COMPRESSOR	Monthly			X	X		X		
5	SVE Total Influent	Monthly			X	X	X			
5	SVE Individual SVE Wells	Monthly			X	X	X			
5	AS Wells Zone 1,2,3	Monthly			X	X				
5	CW-3,4,5, MW-6R,109,117	Quarterly	X	X	X					
5	SVE BLOWER	Monthly			X	X		X		
5	AS COMPRESSOR	Monthly			X	X		X		
6	SVE Total Influent	Monthly			X	X	X			

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Altantic Carwash & Mobil Mart

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O&M (System) Parameters Table										
TASK #(s)	Location (e.g., MW-X, Manifold, Influent, Effluent, etc.)	Frequency (if applicable)	Depth to Water (DTW)	Dissolved Oxygen (DO)	Pressure/ Vacuum	Flow	OVA	Hour Meter Reading	Observations	
6	SVE Individual SVE Wells	Monthly			X	X	X			
6	AS Wells Zone 1,2,3	Monthly			X	X				
6	CW-3,4,5, MW-6R,109,117	Quarterly	X	X	X					
6	SVE BLOWER	Monthly			X	X		X		
6	AS COMPRESSOR	Monthly			X	X		X		
7	SVE Total Influent	Monthly			X	X	X			
7	SVE Individual SVE Wells	Monthly			X	X	X			
7	AS Wells Zone 1,2,3	Monthly			X	X				
7	CW-3,4,5, MW-6R,109,117	Quarterly	X	X	X					
7	SVE BLOWER	Monthly			X	X		X		
7	AS COMPRESSOR	Monthly			X	X		X		

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 068945523

STCM Facility Name: Atlantic Carwash & Mobil Mart

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

Remedial Action Construction Table				
SPI Section 5 and 6				
Well Installation Specifications				
Process Type (AS, SVE, MPX, GWT, etc)	AS	SVE		
Total System Well Count	25	5		
Existing Wells to be Used	2	2		
New System Wells	23	3	0	0
Well Type (HW, VW, AW)	VW	VW		
Well Diameter (inches)	1	4		
Boring Length (feet)	27	6		
Well Length (feet)	27	6		
Screened Length (feet)	2	5		
Well Vaults	8" MH	8" MH		
Slot Size (inches)	40 um porous	0.02		
Well Material (HDPE, PVC)	PVC	PVC		
Installation Method (DPT, HSA, MR, Sonic, Open Trench)	DPT	HA		
Boring Diameter (inches)	3.00	6.00		
Total Boring Length (feet)	621	18	0	0
Total Well Length (feet)	621	18	0	0
SPI Section 12				
Surface Removal	Quantity			
Concrete/Asphalt Removal (square feet)	612			
Additional removal of concrete > 4-inch (square feet)	612			
Transport & Disposal of Mixed Debris or Clean Concrete (ton)	22.5			
Transport & Disposal of Petroleum Impacted Soil (Choose Container Method)	Well Installation	Trenching		
Transport Petroleum Impacted Soil (ton)	0	25		
Disposal of Petroleum Impacted Soil (ton)	0	25		
Transport and Disposal of Petroleum Impacted Soil (included drum)	0			
SPI Section 13				
Resurfacing	Quantity			
Asphalt Paving (square feet)	0			
Concrete Paving (square feet)	612			
Concrete Paving extra 1-inch (square feet) (calculation assumes 2" additional)	1224			
Grass-Sod or Seed and Mulch (square feet)	220	Seed & Mulch		
SPI Section 15				
Underground Piping Specifications	AS	SVE	0	0
Underground Piping Diameter (inches)	0.75	3		
Underground Piping Material (40/80 PVC, HDPE)	SCH 40	SCH 40		
Total footage of trench (feet)			381	
Trench Installation and Plumbing (linear feet, 1 to 10 lines)			356	
Trench Installation and Plumbing (linear feet, 11 to 20 lines)			25	
Trench Installation and Plumbing (linear feet, 21 to 30 lines)			0	
Trench Installation and Plumbing (linear feet, additional >30 lines)			0	
SPI Section 18				
Process Type	SYSTEM 1	VAPOR TREATMENT	SYSTEM 2	VAPOR TREATMENT 2
Remedial Action Equipment	AS/SVE	Carbon		
System Size (S, M, L)	Large	Large		
Estimated Usage (Months) <= 6 months or > 6 months	>6 months	<=6 months		
Vapor Treatment Vessel Size (pounds)		(3) @ 2600		

Notes:

Concrete surface removal and resurfacing was calculated based upon the linear trenching illustrated in Figure 2 of the deliverable which was calculated at 278 feet times all the trenches being 2 feet wide equals 556 square feet. Adding a 10% safety factor for additional beakage due to existing cracks yields an estimate of 612 square feet. The original estimate of 660 ft² used a 20% safety factor. Item 15-2A is for 4 inch PVC pipe for SVE effluent to run from the trailer to each of the three GAC canisters in series and discharge into the atmosphere via a stack. Based on the layout in Figure 2, an estimated 40 feet of piping is estimated for the above ground SVE effluent piping.

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068945523 USE

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SEPT Malcolm Tarry
5007 Intracoastal Development Group, LLC
SUITE 2701 2701 West Atlantic Blvd.
POMPENO BEACH, FL 33069

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1. Article Addressed to: **068945523**
Malcolm Tarry
Intracoastal Development Group, LLC
2701 West Atlantic Blvd.
Pompano Beach, FL 33069

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X: *[Signature]*
B. Received by: *[Signature]* Date of Delivery: *01/26/04*
C. Is delivery different from that of the item? Yes No
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Tallahassee, Florida 32399-2400



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

September 15, 2017

CERTIFIED MAIL #7009 1410 0001 6831 4049
RETURN RECEIPT REQUESTED

Mr. Malcolm Tarry
Intracoastal Development Group, LLC
2701 West Atlantic Boulevard
Pompano Beach, Florida 33069-2549

Subject: Remedial Action Plan Approval Order
Atlantic Car Wash & Mobil Mart
2701 West Atlantic Boulevard
Pompano Beach, Broward County
FDEP Facility ID# 068945523
Discharge Date: November 15, 1987 (EDI)
Involves UIC: Yes

Dear Mr. Tarry:

The Broward County Pollution Environmental Engineering and Permitting Division (Division), on behalf of the Florida Department of Environmental Protection (Department), has reviewed the Remedial Action Plan (RAP) dated June 28, 2017 (received on June 28, 2017) for the petroleum product discharge referenced above. We found all the documents submitted to date to be adequate to meet the RAP requirements of Rule 62-780.700, Florida Administrative Code (F.A.C.). The Department has determined that the actions proposed in this RAP represent a reasonable strategy toward accomplishing the cleanup objectives of Chapter 62-780, F.A.C. Pursuant to Paragraph 62-780.700(7)(a), F.A.C., the Department approves the RAP as described in this RAP Approval Order (Order). However, if it appears during RAP implementation that the remedial strategy is not effective, a request for modification of this Order, pursuant to Subsection 62-780.700(14), F.A.C., may be submitted to the Department, or the Department may require the preparation and submittal of a RAP Modification to enhance the active remediation. Depending on the nature of the system modification, the Department may revoke this Order.

Monitoring wells CW-3, CW-4, CW-5, MW-6R, MW-109 and MW-117 must be sampled on a quarterly basis and the additional wells CW-3, OW-3, MW-7R, MW-201 (temporary point of compliance) and MW-202 (temporary point of compliance) must be sampled on an annual basis during the first year of operation of the remediation system, and the samples must be analyzed for Benzene, Ethylbenzene, Toluene, Xylenes, MTBE, Polycyclic Aromatic Hydrocarbons and Total Recoverable Petroleum Hydrocarbons. A written request for a modification of the temporary point of compliance monitoring wells to be sampled, sampling frequency, or sampling parameters, may be made after the first year of operation based on the analytical results obtained.

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LP-RAPApprovalOrder-022715

Mr. Malcolm Tarry
FDEP Facility ID# 068945523
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The Department's approval of the RAP should not be construed that we have agreed to the costs and time frames described in the plan for funding by the PRP. Our review of the RAP at this time is to evaluate technical feasibility, effectiveness, compliance with required levels of groundwater treatment and air emissions concerns, and general cost-effectiveness of the proposed remediation strategy.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes (F.S.), within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below.

Persons affected by this Order have the following options:

- (A) If you choose to accept the Department's decision regarding the RAP you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- (B) If you choose to challenge the decision, you may do the following:
 - (1) File a request for an extension of time to file a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
 - (2) File a petition for an administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to Section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to Subsection 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Intracoastal Development Group, LLC, shall mail a copy of the request to Intracoastal Development Group, LLC at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Intracoastal Development Group, LLC, shall mail a copy of the

petition Intracoastal Development Group, LLC at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under Sections 120.569 and 120.57, F.S.

Pursuant to Subsection 120.569(2), F.S. and Rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the facility owner's name and address, if different from the petitioner; the FDEP facility number, and the name and address of the facility;
- (b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- (c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- (d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Department's Agency Clerk in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Department's clerk (see below).

Questions

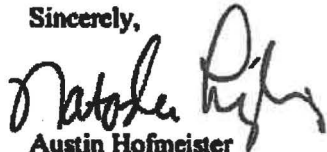
Any questions regarding the Division's review of the RAP should be directed to Fraser Mickie at (954) 519-1288. Questions regarding legal issues should be referred to the Department's Office of

Mr. Malcolm Tarry
FDEP Facility ID# 068945523
Page 4
September 15, 2017

General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing.

The FDEP Facility Number for this facility is 068945523. Please use this identification on all future correspondence with the Department.

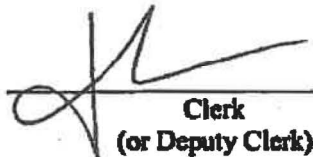
Sincerely,



Acting
Austin Hofmeister
Program Administrator
Petroleum Restoration Program

DDP/fgm

FILING AND ACKNOWLEDGMENT FILED,
on this date, pursuant to §120.52 Florida Statutes,
with the designated Department Clerk, receipt
of which is hereby acknowledged.


Clerk
(or Deputy Clerk)

9-15-17
Date

cc: Fraser Mickle., Broward County - fmickle@broward.org
John Hansen, P.G., GLE Associates, Inc. - jhansen@gleassociates.com
Robert B. Greene, P.E., GLE Associates, Inc. - rgreene@gleassociates.com
Kevin Koenig, P.G., GLE Associates, Inc. - kkoenig@gleassociates.com
Charles Tarry, Rami Petroleum, Inc. - vtarry@yahoo.com
Cathy McCarty, Division of Water Resource Management, MS 3530 -
cathleen.mccarty@dep.state.fl.us
File

Lampkin, Natasha

From: Bahr, Tim
Sent: Thursday, September 14, 2017 1:50 PM
To: Lampkin, Natasha; Ingham, Matthew; Fields, Susan; Busen, Kenneth
Cc: Pennington, Judith A.; Baker, Jennifer; Uilo, Joseph; Hofmeister, Austin; Baker, Jennifer
Subject: Delegation
Attachments: UPDATED PRP SIGNATURE DELEGATION 9.13.17-10.14.17-Signed ALH.PDF

Hi Natasha et al,

Since Ken is out of the office, Natasha will be acting PA for PRP for the 9/14-23/17 time period in lieu of the designation for Ken in the attached.

Thanks,

Tim J. Bahr, P.G., Assistant Director
Division of Waste Management
850-245-8790



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenshek
Secretary

Memorandum

TO: F. Joseph Ullo, Jr., P.E.
Director, Division of Waste Management

FROM: Austin Hofmeister Digitally signed by Austin Hofmeister
Date: 2017.09.13 10:57:25 -0400
Program Administrator, Petroleum Restoration Program

SUBJECT: Delegation of Authority

DATE: September 13, 2017

I, Austin Hofmeister, hereby delegate the authority to carry out the duties and responsibilities appropriate to the Petroleum Restoration Program as detailed below:

Delegate	Delegation Begin	Delegation End
Susan Fields	9/13/2017	9/13/2017
Ken Busen	9/14/2017	9/23/2017
Natasha Lampkin	9/24/2017	9/30/2017
Ken Busen	10/01/2017	10/07/2017
Susan Fields	10/08/2017	10/14/2017

This delegation is needed while I am executing the duties and responsibilities of Alternate Emergency Coordinating Officer for DEP's Emergency Support Function 10 (ESF-10) - State Emergency Response Team, at the State Emergency Operations Center.

ALH/JB

Ecc Tim Bahr
Ken Busen
Susan Fields
Natasha Lampkin
Matthew Ingham

Memorandum

**Florida Department of
Environmental Protection**

TO: Cathy McCarty, P.G.
Florida Department of Environmental Protection
Bureau of Water Facilities Regulation
Underground Injection Control Section – MS 3530
2600 Blair Stone Road, Tallahassee, Florida 32399-2400

THROUGH: James Treadwell, P.E. *JT*
Petroleum Restoration Program
MS 4540

FROM: Fraser Mickie
(An employee of a contracted local cleanup program)
Broward County Environmental Engineering and Permitting Division

DATE: August 14, 2017

SUBJECT: **In Situ Air Sparging Aquifer Remediation Well(s) at a Petroleum Remedial Action Site**

Pursuant to paragraph 62-528.630(2)(c), F.A.C., inventory information is provided below to notify you of proposed Class V, Group 4, aquifer remediation well(s) to be constructed for groundwater remediation at a petroleum remediation site. The remediation system has been designed to inject atmospheric air only with no additional chemical additives.

Facility name: Atlantic Car Wash & Mobil Mart

Facility address: 2701 W Atlantic Blvd

City/County: Pompano Beach, Broward County

Latitude/Longitude: 26 13 53.1311 / 80 09 35.33328
(of center of air sparging well field)

FDEP Facility Number: 068945523

Facility owner's name: Mr. Malcolm Tarry

Facility owner's address: 2701 W Atlantic Blvd
Pompano Beach, FL 33069-2549

Well contractor's name: Preferred Drilling Solutions, Inc
(or environmental cleanup contractor responsible for design)

Well contractor's (or environmental cleanup contractor) address: FL Water Well Contractor #2613
11747 87th Street North, Largo, FL 33773
(Please note: Another driller, authorized in the ATC contract, may be utilized to install the remediation wells)

Cathy McCarty, P.G.
Page 2 of 2
Date: August 14, 2017

Facility name: Atlantic Car Wash & Mobil Mar.
FDEP facility no.: 068945523

The design of the treatment system consists of the following:

Design total air flow rate: 135 (cfm) at 16.1 (psi)
Number of air sparging wells: 25
Total estimated aquifer area affected by air sparging: approximately 9,000 square feet (estimated from Figure 8 of RAP attached with this memo)

The air sparging wells will be installed in the surficial aquifer. The following is a summary description of the affected aquifer:

Name of aquifer: Surficial
Depth to groundwater (feet): 8
Aquifer thickness (feet): contaminated groundwater to approximately 25 feet below land surface
Areal extent of contamination (square feet): approximately 8,900 square feet

A site map showing the air sparging well locations and depicting composite radii of influence is attached. The air sparging wells will be designed as follows:

Number of wells: 25
Diameter of well(s) (i.e., riser pipe & screen) (inches): 1
Total range of depths of screened intervals of all air sparging well(s) (feet):
25 to 27 feet below land surface

Note: As the site rehabilitation proceeds, it may be necessary to cease operation of some air sparging wells, modify air flow rates to other wells, or add additional wells based on changes in the extent and degree of groundwater contamination. Such changes to increase contaminated groundwater cleanup efficiency do not need to be reported to the UIC Section.

The RAP estimates that site rehabilitation will take 2 years.

The proposed remediation plan was approved on (date pending) by an enforceable approval order. A copy is attached. The remediation system installation is expected to commence within 60 days. Please call me at 954-519-1288 if you require additional information.

DATE	
REVISION	



Prepared For
 Florida Dept. of Transportation, NE
 3600 CENTRAL EXPRESS BLVD, SUITE 140
 TAMPA, FLORIDA 33613
 (813) 241-1373

ATLANTIC CRANE RENT & HOIST, INC.
 2701 W. ATLANTIC BLVD.
 PORTLAND BEACH, FL.

FIG. NO.	FIG. 8
DATE	11/11/11
PROJECT	ATLANTIC CRANE RENT & HOIST, INC.
SCALE	AS SHOWN

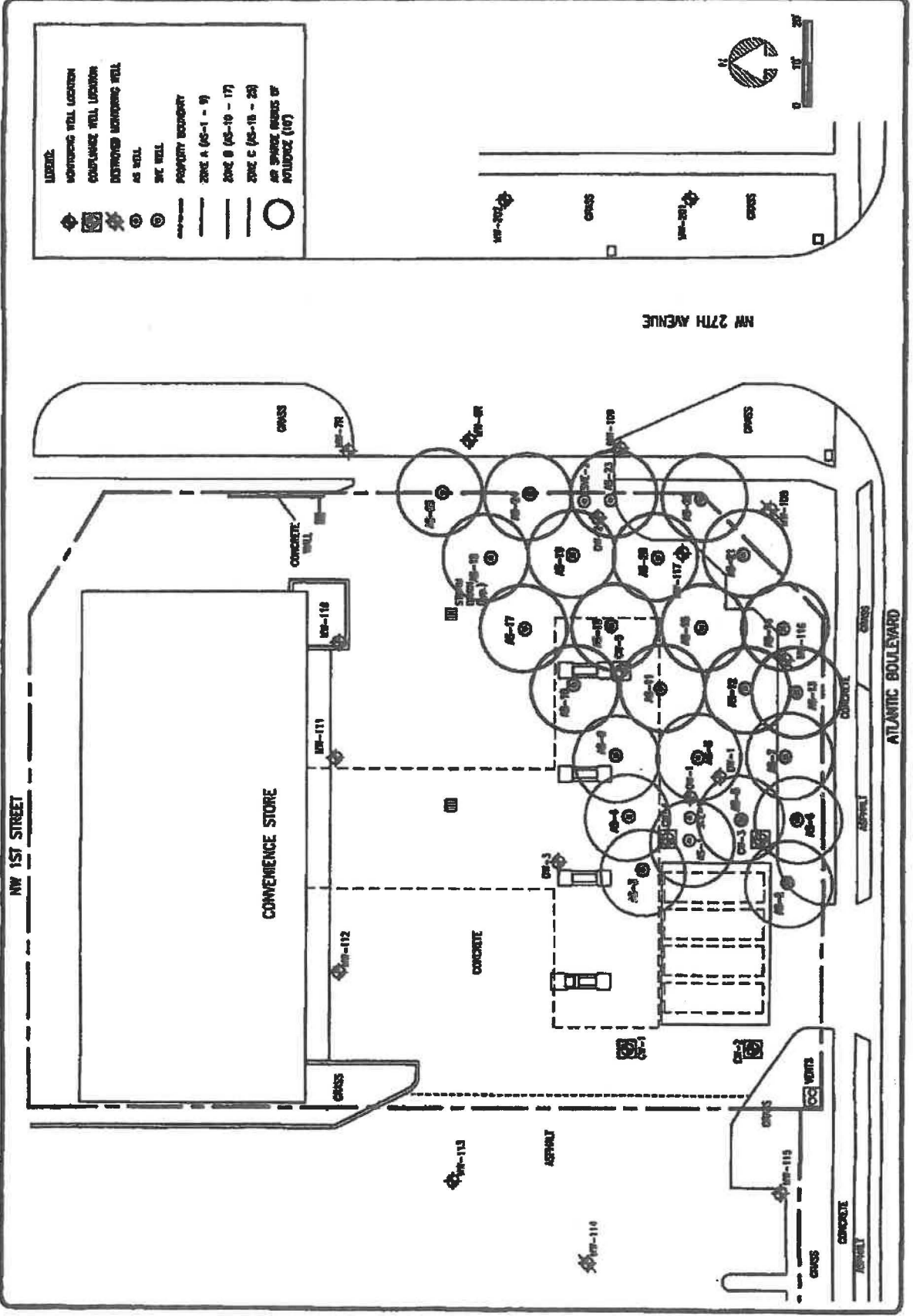


FIG.-8

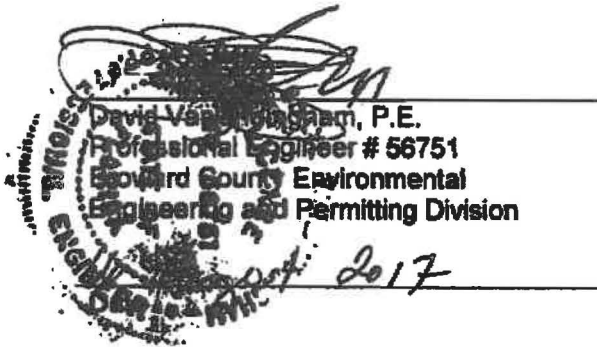
P.E. CERTIFICATION

Remedial Action Plan (RAP) dated June 28, 2017 (received on June 28, 2017) for Atlantic Car Wash & Mobil Mart, located at 2701 W Atlantic Blvd, Pompano Beach, FDEP Facility ID# 068945523.

I hereby certify that in my professional judgment, the components of this RAP prepared for the November 15, 1987 petroleum product discharge discovered at the above-referenced facility satisfy the requirements set forth in Chapter 62-780, Florida Administrative Code (F.A.C.), and that the engineering design features incorporated in this plan provide a reasonable strategy toward accomplishing the cleanup objectives of Chapter 62-780, F.A.C. However, I have not evaluated and do not certify aspects of this plan that are outside my area of expertise (including, but not limited to, electrical, mechanical, and structural features).

I personally completed this review.

This review was conducted by Fraser Mickie
working under my direct supervision.


David Van Horn, P.E.
Professional Engineer # 56751
Broward County Environmental
Engineering and Permitting Division
2017

John Hansen

From: Ivy Waite
Sent: Wednesday, October 11, 2017 3:58 PM
To: John Hansen
Subject: RE: Survey Quote for 2701 W. Atlantic Blvd., Pompano Beach

Task 3: 2-3 Professional Land Survey Quote \$850.00

Good afternoon Mr. Hansen.

Thank you for allowing Accurate Land Surveyors the opportunity to provide a quotation to perform a survey at this property address:

Address: 2701 W. Atlantic Blvd., Pompano Beach
Owner: Inversiones Ancla, LLC
FOLIO#: 4842-33-31-0010

The cost to do the Boundary & Topographic Survey is \$850.00.

Please advise if you would like for us to move forward with the job.

Thank you,
Ivy

From: John Hansen [<mailto:jhansen@gleassociates.com>]
Sent: Wednesday, October 11, 2017 1:48 PM
To: Ivy Waite <ivy@accuratelandsurveyors.com>
Subject: Survey Quote for 2701 W. Atlantic Blvd., Pompano Beach

Ms. Waite,

Could you please provide me with a price quote to obtain a Boundary & Topographic Survey for the following address:

Address: 2701 W. Atlantic Blvd., Pompano Beach
Owner: Inversiones Ancla, LLC
FOLIO#: 4842-33-31-0010

We need the survey for permitting in Pompano Beach. We would like the survey to include flood zone and elevation and legal description.

Let me know if you need any additional information, or you want me to initiate through your website, thanks.

John K. Hansen
Senior Geologist



ARCHITECTS | ENGINEERS | ENVIRONMENTAL CONSULTANTS

5405 Cypress Center Drive, Suite 110

Tampa, Florida 33609

813.241.8350 x236 office | 813.241.8737 fax

888.453.4531 toll free | www.gleassociates.com

Item # 15-3
 ORDER # 068945623

Task 2: 15-3
 \$1,193.23

SHOP ALL LAST-CHANCE SAVINGS + FREE PARCEL SHIPPING WITH MYLOWE'S. SHOP NOW >



Open until 9PM
 Pompano Beach Lowe's

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.


Shopping Cart Your purchase is always
 Lowe's Of Pompano Beach, FL | Change Store >
 1851 N. Federal Highway, Pompano Beach, FL 33062

Print

Products in Cart

Select a Delivery Method

Quantity Unit Price Total


 Charlotte Pipe 3/4-in x 10-ft 480 Schedule 40 PVC Pipe
 Item #:23971 | Model #:PVC 04007 0800
 Buy 10, Get 10% off

Store Pickup
 Your item is available for pickup today.

142 \$2.97 \$421.74
 Buy 10, Get 10% off -\$42.17

Lowe's Truck Delivery
 You'll be contacted within 24 hours to arrange your delivery.

X Parcel Shipping
 Unavailable for This Order
 Sent by carriers like UPS, FedEx, USPS, etc.

 Charlotte Pipe 3-in x 10-ft Sch 40 PVC DWV Pipe
 Item #:23834 | Model #:PVC 04300 0600
 Buy 10, Get 10% off

Store Pickup
 Your item is available for pickup today.

37 \$12.00 \$444.00
 Buy 10, Get 10% off -\$44.40

Lowe's Truck Delivery
 You'll be contacted within 24 hours to arrange your delivery.

X Parcel Shipping
 Unavailable for This Order
 Sent by carriers like UPS, FedEx, USPS, etc.

LASCO 3/4-in Dia PVC Sch 40 Tee
 Item #:23874 | Model #:401007RMC

Store Pickup
 Your item is available for pickup today.

25 \$0.50 \$12.50

Lowe's Truck Delivery
 You'll be contacted within 24 hours to arrange your delivery.

X Parcel Shipping
 Unavailable for This Order
 Sent by carriers like UPS, FedEx, USPS, etc.

LASCO 3/4-in Dia PVC Sch 40
Cap
Item #:23886 | Model #:447007RMC

Store Pickup

Your item is available for pickup today.

25

\$0.53

\$13.25

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery.

Parcel Shipping

Sent by carriers like UPS, FedEx, USPS, etc.

LASCO 3/4-in Dia 90-Degree PVC
Sch 40 Slip Elbow
Item #:23868 | Model #:406007RMC

Store Pickup

Your item is available for pickup today.

52

\$0.59

\$30.68

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery.

× Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.

LASCO 3/4-in Dia 45-Degree PVC
Sch 40 Elbow
Item #:23891 | Model #:417007RMC

Parcel Shipping

Sent by carriers like UPS, FedEx, USPS, etc.

14

\$0.97

\$13.68

× Store Pickup

Unavailable for This Order

× Lowe's Truck Delivery

Unavailable for This Order
Your order can be ready for delivery to you from your selected store.

LASCO 3/4-in Dia PVC Sch 40
Coupling
Item #:23850 | Model #:429007RMC

Store Pickup

Your item is available for pickup today.

61

\$0.34

\$20.74

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery.

× Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.

Charlotte Pipe 3-in Dia PVC
Sanitary Tee Fitting
Item #:23399 | Model #:PVC 00400
1200

Store Pickup

Your item is available for pickup today.

5

\$4.23

\$21.15

Lowe's Truck Delivery

	<p>Charlotte Pipe 3-in dia PVC Sch 40 Cap Item #:23926 Model #:PVC 02116 1800</p>	<p>You'll be contacted within 24 hours to arrange your delivery.</p>	<p>Parcel Shipping</p>	<p>Sent by carriers like UPS, FedEx, USPS, etc.</p>	<p>Store Pickup</p>	<p>Your item is available for pickup today.</p>	<p>5</p>	<p>\$4.19</p>	<p>\$20.95</p>
	<p>Charlotte Pipe 3-in dia 90-Degree PVC Elbow Fitting Item #:23354 Model #:PVC 00300 1200 Buy 10, Get 10% off</p>	<p>Lowe's Truck Delivery You'll be contacted within 24 hours to arrange your delivery.</p>	<p>Parcel Shipping</p>	<p>Sent by carriers like UPS, FedEx, USPS, etc.</p>	<p>Store Pickup</p>	<p>Your item is available for pickup today.</p>	<p>14</p>	<p>\$2.78 Buy 10, Get 10% off</p>	<p>\$38.92 -\$3.89</p>
	<p>Charlotte Pipe 3-in Dia 45-Degree PVC Elbow Fitting Item #:23339 Model #:PVC 00321 1200</p>	<p>Lowe's Truck Delivery You'll be contacted within 24 hours to arrange your delivery.</p>	<p>Parcel Shipping</p>	<p>Sent by carriers like UPS, FedEx, USPS, etc.</p>	<p>Store Pickup</p>	<p>Your item is available for pickup today.</p>	<p>5</p>	<p>\$2.97</p>	<p>\$14.85</p>
	<p>Charlotte Pipe 3-in Dia PVC Coupling Fitting Item #:23283 Model #:PVC 00100 1200 Buy 10, Get 10% off</p>	<p>Lowe's Truck Delivery You'll be contacted within 24 hours to arrange your delivery.</p>	<p>Parcel Shipping</p>	<p>Sent by carriers like UPS, FedEx, USPS, etc.</p>	<p>Store Pickup</p>	<p>Your item is available for pickup today.</p>	<p>18</p>	<p>\$1.48 Buy 10, Get 10% off</p>	<p>\$26.64 -\$2.66</p>
		<p>Lowe's Truck Delivery You'll be contacted within 24 hours to arrange your delivery.</p>	<p>Parcel Shipping</p>	<p>Sent by carriers like UPS, FedEx, USPS, etc.</p>					



Oatey 32-fl oz Cleaner
Item #:106489 | Model #:30805L

Store Pickup
Your item is available for pickup today.

5 \$14.98 \$74.90

Lowe's Truck Delivery
You'll be contacted within 24 hours to arrange your delivery.

✕ **Parcel Shipping**
Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.



Oatey 32-fl oz PVC Cement
Item #:23651 | Model #:31008L

Store Pickup
Your item is available for pickup today.

5 \$12.98 \$64.90

Lowe's Truck Delivery
You'll be contacted within 24 hours to arrange your delivery.

✕ **Parcel Shipping**
Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.

Cart Summary

5% OFF EVERY DAY

OR

6 MONTHS SPECIAL FINANCING**
\$299 minimum purchase



[Get Details >](#)

Estimate Parcel Shipping Charges

Standard 1-3 Business Days



Promotion Code

Subtotal	\$1,125.88
Estimated Parcel Shipping	FREE
Estimated Sales Tax	\$87.55
Estimated Total	\$1,193.23
You Save	\$93.12

Items may remain in your cart for up to 30 days.

Need Help?
Call 1-800-445-6937

Products & Sales
Call 1-877-GO-LOWES

Item # 15-7

FORD # 068948523

Task 2 15-7
\$1,173.04

FINAL DAYS: SHOP ALL LAST-CHANCE SAVINGS + FREE PARCEL SHIPPING WITH MYLOWE'S. SHOP NOW >



Open until 9PM!
Pompano Beach Lowe's ▾

Prices, promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Shopping Cart Your purchase is always

Lowe's Of Pompano Beach, FL | [Change Store >](#)

1851 N. Federal Highway, Pompano Beach, FL 33062

Print

Products in Cart

Select a Delivery Method

Quantity

Unit Price

Total



Master Lock 2-in Brass Shackle Combination Padlock
Item #:139603 | Model #:175D

Store Pickup

Your item is available for pickup today

1

\$13.98

\$13.98

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery

Parcel Shipping

Sent by carriers like UPS, FedEx, USPS, etc



Grip-Rite 25-lb #8 x 2 5-in Countersinking-Head Polymer-Coated Deck Screws
Item #:18432 | Model #:PTN21225B

Parcel Shipping

Sent by carriers like UPS, FedEx, USPS, etc.

1

\$89.74

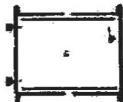
\$89.74

Store Pickup

Unavailable for This Order

Lowe's Truck Delivery

Unavailable for This Order
Your order can be ready for delivery to you from your selected store



Adjust-A-Gate Original Black Gate Frame Kit
Item #:225317 | Model #:AG60

Store Pickup

Your order will be available for pickup by 09/26/2017

2

\$114.64

\$229.28

Lowe's Truck Delivery

You'll be contacted within 24 hours of 09/26/2017 to arrange your delivery.

Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.

Lowe's: Shopping Cart



Severe Weather (Actual: 6-ft x 8-ft) Pressure Treated Pine Fence Panel
Item #:558068 | Model #: OGF10434

Store Pickup

Your order will be available for pickup by 09/26/2017

12

\$39.97

\$479.64

Lowe's Truck Delivery

You'll be contacted within 24 hours of 09/26/2017 to arrange your delivery.

X Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc



Severe Weather (Common: 4-in x 4-in x 8-ft; Actual: 3.5-in x 3.5-in x 8-ft) Pressure Treated Lumber
Item #:552328 | Model #:Y2L40408-GC

Store Pickup

Your item is available for pickup today

24

\$8.27

\$198.48

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery.

X Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.



QUIKRETE 50-lb Gray Fast Setting Concrete Mix
Item #:10437 | Model #:100450

Store Pickup

Your item is available for pickup today.

24

\$3.98

\$95.52

Lowe's Truck Delivery

You'll be contacted within 24 hours to arrange your delivery.

X Parcel Shipping

Unavailable for This Order
Sent by carriers like UPS, FedEx, USPS, etc.

Cart Summary

5% OFF EVERY DAY
OR
6 MONTHS SPECIAL FINANCING**
\$299 minimum purchase



[Get Details >](#)

Estimate Parcel Shipping Charges

Standard 1-3 Business Days



Promotion Code

Subtotal	\$1,106.64
Estimated Parcel Shipping	FREE
Estimated Sales Tax	\$66.40
Estimated Total	\$1,173.04

Task 2 15-9 Quote
Three quotes are attached.
The winning bid is ABP
Electric \$6,800.00



**Electrical Construction, Instrumentation,
Service**

**8717 Park Byrd Road
Lakeland, Florida 33810
(863) 816-7313
Fax (863) 853-2694**

FAX TRANSMISSION COVER SHEET

Date: 9/15/2017

To: **Mr. John K. Hansen**

Fax: **813-241-8350**

Re: **ATC—Atlantic Car Wash & Mobil Mart—2701 Atlantic Blvd., Pompano
Beach, FL**

Sender: **Brad Plough**

YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU
DO NOT RECEIVE ALL THE PAGES, PLEASE CALL THE OFFICE AT THE
ABOVE NUMBER. THANK YOU & HAVE A GREAT DAY!

John,

Please feel free to give me a call with any questions.

Best regards,
Brad



State License EC13001879

September 11, 2017

Mr. John K. Hansen, Senior Geologist
GLE Associates, Inc.
5405 Cypress Center Drive, Suite 110
Tampa, Florida 33609

Re: Electrical wiring of Groundwater Remediation Equipment
Location: ATC—Atlantic Car Wash & Mobil Mart—2701 Atlantic
Blvd., Pompano Beach, FL

Dear John:

We are pleased to submit our proposal for furnishing labor, tools and equipment and supervision for the following:

Electrical Scope Includes:

- Furnish and install 200A 120/240V 3Phase 4 wire Overhead Service on a 6"X6"X20' Pressure Treated Wooden Pole

Total Price for This Proposal Including Tax.....\$6,800.00

(Quote valid for 120 days)

Thank you for allowing ABP Electric the opportunity to serve you.

Sincerely,

A handwritten signature in cursive script that reads "Bradley N. Plough".

Bradley N. Plough
President
ABP Electric, Inc.

863-816-7313
Fax: 863-853-2694
email: bplough@tampabay.rr.com

8717 Park Byrd Rd.
Lakeland, FL 33810

J. H. HAM ENGINEERING, INC.

Electrical & Instrumentation • Engineering & Construction

September 8, 2017

GLE
5405 Cypress Center Drive, Suite 110
Tampa, Florida 33609

Attn: John Hansen
Re: Atlantic Car Wash 200 Amp Remedial service
J.H. Ham Engineering, Inc. Proposal #P44162

Dear Mr. Hansen:

J.H. Ham Engineering, Inc. is pleased to submit our proposal to furnish the necessary material, tools, labor, and supervision to perform the following scope of work:

1. Furnish and install a new 200 amp 3 phase service pole with meter can and fused switch. Mobilization, permit, expenses, per diem, and labor for above.
2. No intermediate or "sleeper" poles are included with this proposal. Service pole is to be 20' in length, buried to a depth of 4'.

Our proposed price for the above scope of work is \$6,974.00

Note: Price valid for 120 days

We would like to thank you for the opportunity you have afforded us in presenting this proposal and we hope that the above information meets with your approval. If you have any questions or require additional information, please do not hesitate to call our office.

Sincerely,



Clark Obel
Project Manager

G:\WP61DATA\PROPOSALS\44000 Proposals\P44162\P44162.doc



Proposal

** 30 Years of Quality Service**

JAMES W. KNIGHT ELECTRIC, INC.

EC # 0001406 & EC # 13003656
PO BOX 5992, TAMPA, FLORIDA 33675
PH: (813) 248-3877 FAX: (813) 248-5288



PROPOSAL SUBMITTED TO GLE ASSOCIATES	FAX 813-241-8737	DATE September 8, 2017
STREET 5405 CYPRESS CENTER DRIVE, SUITE 110	JOB NAME POMPANO BEACH MOBIL	
CITY, STATE AND ZIP CODE TAMPA, FL. 33609	JOB LOCATION POMPANO BEACH, FL.	
ATTENTION JOHN K. HANSEN		

* QUALIFICATION PAGE*

NO OVERTIME

INSPECTING BODIES APPROVAL

NO ENGINEERED SEALED DRAWINGS

NO PERMITTING FEES INCLUDED

NO START UP FEES INCLUDED

QUOTED 200 AMP OVERHEAD SERVICE PER DRAWING

WIRE SIZE ON DRAWING IS LISTED AT 100 AMP, THIS NEEDS TO BE CORRECTED FOR PERMITTING

DRAWINGS WILL ALSO NEED TO HAVE THE "AVAILABLE FAULT CURRENT" FROM THE POWER COMPANY

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

SIX THOUSAND NINE HUNDRED NINETY-FIVE AND 00/100***** dollars **(\$6,995.00*****)**

Payment to be made as follows:

TO BE AGREED UPON

All material is guaranteed to be as specified. All work to be completed in a neat and workmanlike manner according to standard practices and will conform to all local and national electrical codes Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: *Kevin Kilbourne*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal -

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Print Name: _____



Task 2: 22-1 & Task 3: 22-3
 22-1: 2 days \$461.65 x 2 = \$923.30
 22-3: 1 day rental = \$461.65

PG#: 0032
 500 WEST PROSPECT RD
 OAKLAND PARK, FL
 33309-3932
 954-791-8001

SUNBELT RENTALS, INC.
 Salesman: 003222 BRASWELL, GREGORY ()
 Typed By: GBRASWELL

Job Site:
 GLE ATLANTIC
 2701 WEST ATLANTIC BLVD
 POMPANO BEACH, FL 33069 2549
 C#: 813-241-8350 J#: 813-241-8350

Customer: 5108642
 GLE ASSOCIATES
 4300 W CYPRESS ST STE 400
 TAMPA, FL 33607

QUOTE

Contract #.. 72192086
 Contract dt. 9/07/17
 Date out.... 9/11/17 10:00 AM
 Est return.. 9/12/17 10:00 AM
 Job Loc..... 2701 WEST ATLANTIC BLVD, POMPANO
 Job No..... 1 - GLE ATLANTIC
 P.O. #.....
 Ordered By.. HANSEN, JOHN
 NET DUE UPON RECEIPT

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the propeerty, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	5000LB IND FORKLIFT GAS / PROPANE 0550220	245.00	245.00	580.00	1550.00	245.00
<p>*** EQP MSG *** ** ALWAYS REFER TO THE EQUIPMENT LOAD CHART AS TO ACTUAL LIFTING CAPACITIES IN ALL THE EQUIPMENT'S LOAD RANGES ** WARNING - FORKLIFTS ARE NOT TO BE USED FOR LIFTING PERSONNEL</p>						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	17.100			17.10
1	ENVIRONMENTAL ENVIRONMENTAL RENTAL PROTECTION PLAN	EA	3.600			3.60
	DELIVERY CHARGE					36.75
	PICKUP CHARGE					90.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> rental protection plan not approved for payment total = \$461.65 per day (\$498.40 - \$36.75) tax only applied to rental charge in original quote. </div>						
Sub-total:						482.45
Tax:						15.95

 * **Rate your rental experience www.sunbeltrentals.com/survey** *

- IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
- MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
- CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
 - Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 - Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
 - If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 - Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
 - Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
 - Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 - Customer waives its right to a jury trial in any dispute as set forth in Section 19.
 - At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

<u>Customer Signature</u>	<u>Date</u>	<u>Name Printed</u>	<u>Delivered By</u>	<u>Date</u>
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PC#: 0032
500 WEST PROSPECT RD
OAKLAND PARK, FL 33309-3932
954-791-8001

SUNBELT RENTALS, INC.

Salesman: 003222 BRASWELL, GREGORY (
Typed By: GBRASWELL

Job Site:

GLE ATLANTIC
2701 WEST ATLANTIC BLVD
POMPANO BEACH, FL 33069 2549

C#: 813-241-8350 J#: 813-241-8350

QUOTE



Contract #.. 72192086
Contract dt. 9/07/17
Date out.... 9/11/17 10:00 AM
Est return.. 9/12/17 10:00 AM
Job Loc..... 2701 WEST ATLANTIC BLVD, POMPANO
Job No..... 1 - GLE ATLANTIC
P.O. #.....
Ordered By.. HANSEN, JOHN
NET DUE UPON RECEIPT

Customer: 5108642
GLE ASSOCIATES
4300 W CYPRESS ST STE 400
TAMPA, FL 33607

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the propeerty, punishable in accordance with Section 812.155, Florida Statutes.

Table with 6 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Total: 498.40

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (I) assumes all risk associated thereunder, and (II) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT ADDITIONAL TERMS AND CONDITIONS

- DEFINITIONS.** Authorized Individuals are those individuals that Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. Customer is identified on the front side hereof and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. Equipment is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. Incident is any fire, collision, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. MSRP is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment. One Shift, means more than 8 hours per day and 40 hours per week. Ordinary Wear and Tear means normal deterioration considered reasonable in the equipment rental industry for One Shift use. Pick-Up Number is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. Rental Period commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. RPP is the rental protection plan described in Section 10. Site Address is the location that Customer represents the Equipment will be located during the Rental Period (identified on the front side hereof). Store is the Sunbelt location identified on the front side hereof. Sunbelt is Sunbelt Rentals, Inc. Sunbelt Entities is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.
- TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein (including on the front side of this Contract) are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.
- PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.
- PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
- MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or repair other equipment to Customer until Customer or its agent agrees to pay for such charges.
- CUSTOMER LIABILITY, DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the MSRP or (ii) the full charges of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.
- NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS* AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**
- RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMERS INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.
- INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSRP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes bodily damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.
- RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 8 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSRP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMERS LIABILITY.** All of the following Conditions must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risk, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. **Exclusions** shall mean loss, theft, damage or destruction of the Equipment: (W) due to intentional misuse; (X) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to

- (Y) due to Acts of God, such as floods, wind, storms or earthquakes; and (Z) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any persons or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.
- RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel on on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off-road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.
- PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/account or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.
- RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.
- PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.
- DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, seeks protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The cost of labor identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**
- ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designated for any particular use or placed in an escrow account, but is a fee that Sunbelt collects as revenue and uses at its discretion.
- FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay (No Sweat) Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a convenience charge will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option** - If Customer returns the Equipment with at least as much fuel as when it was received (minus Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay (No Sweat) Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.
- LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTIES' COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISING AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**
- JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**
- ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**
- COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States (U.S.) is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must: (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.
- GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.
- MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the payee Sunbelt Rentals Exchange, Inc.

Task 2: 22-2 & Task 3 22-4 Quotes are attached. Three vendors provided bids (Carbon Services, Carbonaire and TIGG).
Task 2: 22-2 The winning bid is Carbon Service and Equipment \$12,718.94 (\$10,724.02 carbon + \$1,994.92)
Task 3: 22-4 The winning bid is Carbon Service and Equipment for three months of rental and disposal of the carbon
\$4,246.36 (3 x 369.94 + 3,136.54)

Request for Quote (RFQ)
for
Vapor Phase Granular Activated Carbon (GAC)
Air Treatment for Petroleum Impacted Site

Re: ATC-Atlantic Car Wash & Mobil Mart
2701 Atlantic Blvd.
Pompano Beach, FL
FDEP #: 068945523

You have been invited to submit a lump sum price quote to provide vapor phase GAC treatment vessels at the referenced above.

Background

GLE Associates, Inc. (GLE) is currently assigned the referenced site which is in the Florida Department of Environmental Protection (FDEP), Agency Term Contractor (ATC), Petroleum Restoration Program (PRP) and anticipates obtaining a purchase order for remedial action construction (RAC) and operation and maintenance (O&M) of a petroleum remediation system for a period of one year.

Specifications and Requirements

Please note the following specifications and requirements:

- Provide 7,800 pounds of virgin vapor phase GAC.
- Anticipated air flow rate is a minimum of 285 standard cubic feet per minute (SCFM).
- Anticipated that a total of three low pressure (3) GAC vessels will be required.
- Rental length is estimated from 3 to 6 months.

Selection Conditions

Please note the following conditions for selection and awards:

- The quote should include all costs for materials, shipping, taxes, mobilization, demobilization, labor, and equipment required to complete the specified scope of work in this RFQ.
- The selected vendor will need to execute a GLE Master Services Agreement (MSA) prior to work.
- Vendor proposals are considered valid for 120 days.
- The anticipated delivery date is currently estimated to be March 2018.

Technical Issues

Any errors, omissions, comments, or questions, please contact John K. Hansen at jhansen@gleassociates.com, or 813-241-8350.

Deliverables

**Re: ATC-Atlantic Car Wash & Mobil Mart
2701 Atlantic Blvd.
Pompano Beach, FL
FDEP #: 068945523**

Please provide the following due on **September 8, 2017**, at 4:00 PM EDT to jhansen@gleassociates.com by completing and returning this page of the RFQ. You are welcome to provide the quote on your letterhead and with your specific conditions.

1. Cost for 7,800 pounds of virgin vapor phase GAC, \$10,724.02*
2. Cost for shipping and delivery to the site, \$1,994.92*
3. Cost for off-loading and setup of GACs, excluding forklift rental, GAC's will delivered filled with carbon, offloading by others.*
4. Monthly Rental Cost per each GAC vessel, \$369.94*
5. Anticipated GAC pickup and disposal, assuming non-hazardous, \$3,136.54*

*PLEASE SEE ATTACHED PROPOSAL WITH ADDITIONAL INFORMATION.

Signed: J.L. Belmore

Name: Jennifer L. Belmore

Title: VP

Company: Carbon Service & Equipment Company

Date: 9.06.17

Phone # 407-313-9113

E-mail jbelmore@carbonservice.net



Carbonair Quote Task 2: 22-2 = \$18,838.00

Task 3: 22-4 = \$9,653.00
(3 x 1,785.00 + 4,298.00)

September 6, 2017

John Hansen
GLE Associates
813-241-8350
jhansen@gleassociates.com

Re: Proposal Number: 57464 A
Project Name: Vapor Treatment
Project Location: Pompano Beach, FL

Dear John:

Carbonair is pleased to be able to provide this proposal for the referenced project. This proposal is based on information provided to Matt Burns and Patrick Driscoll.

- (1) Carbonair GPC 20R vapor phase carbon adsorber
 - 5 ft. diameter x 7 ft. 3in. high steel vessel
 - 1,800 lbs. of reactivated vapor phase carbon
 - 8 5/8" OD inlet/outlet connections
 - 24" top manway
 - Forkliftable channel iron base

- (2) Carbonair GPC 28R vapor phase carbon adsorber
 - 6 ft. diameter x 7 ft. 3in. high steel vessel
 - 3,000 lbs. of reactivated vapor phase carbon
 - 8 5/8" OD inlet/outlet connections
 - 24" top manway
 - Forkliftable channel iron base

Rental Pricing

**Plus sales tax if applicable*

Initialization fee for equipment shown above	\$ 18,838.00
- Includes preparation fee and media purchase	
- Includes freight to site	
- Unloading and Installation included	
- Forklift by others	
Monthly rental fee	\$ 1,785.00 /month
Disposal of spent carbon upon rental completion	\$ 4,298.00
- Assumes non-hazardous classification of spent carbon	
- TCLP analytical testing and results required prior to acceptance of media	
- Benzene, pH and flashpoint required	
- Includes return freight from site at conclusion of project	
- Loading by others	
Additional On-site Technician	\$ 1,050.00 per 10 hour shift
- Includes all per diems	



For shipments to any other states: The prices quoted do not include any state or local sales/use taxes. Customer is responsible for paying any applicable state and local taxes. An affidavit certifying payment of sales/use tax (attached) or a valid exemption certificate will be required at time of order.

If you have any questions or comments concerning this information, please feel free to call me at 386-690-3540. ***Thank you for the opportunity to bid on this project.***

Sincerely,

Matt Burns

Matt Burns
Environmental Treatment Specialist
386-690-3540 cell

Accepted by:

The proposal and terms & conditions herein are acknowledged and accepted:

Name/Title

Date

Authorized Signature

Purchase Order Number

Billing Address

Site Address/ Contact



Equipment Rental Terms and Conditions

1. **ACCEPTANCE.** Once an accompanying Proposal has been signed and accepted, the Proposal in conjunction with these terms and conditions becomes a binding contract incorporating the terms specified herein. Lessee agrees to lease and ProAct/Carbonair agrees to furnish the Equipment listed in accordance with the terms and conditions set forth herein.
2. **RENTAL PERIOD.** The rental period is specified in the attached Proposal. If the equipment is not returned to ProAct/Carbonair by the end of the rental term, rental charges will continue to accrue on a day to day basis. These charges will be assessed for each day or portion thereof that the equipment is not returned to a ProAct/Carbonair facility. It is the responsibility of the Lessee to arrange for the return of the Equipment to ProAct/Carbonair. All costs with demobilization, shipping, decontamination, laboratory testing, and equipment repair will be borne by the Lessee.
3. **PAYMENT.** Payments will be made in accordance with the terms specified in the attached Proposal.
4. **TAXES.** Any local, state or federal sales, excise or use tax imposed on the sale or rental of Equipment, or service work performed under this agreement shall be paid by the Lessee. In the event that any sales or use tax is imposed on ProAct/Carbonair for any sale or rental hereunder, Lessee agrees to reimburse ProAct/Carbonair upon invoicing from ProAct/Carbonair in the amount of liability incurred by ProAct/Carbonair as a result of such tax.
5. **DELIVERY, INSTALLATION, STARTUP AND DEMOBILIZATION SERVICES.** At the option of the Lessee, ProAct/Carbonair may provide delivery, installation and startup of the Equipment. In certain cases, because of the risk of damage due to improper startup and/or operation, a ProAct/Carbonair Field Technician must provide startup assistance and operator training on certain units that may be rented under this agreement. These services (delivery, installation, startup and demobilization) will be provided for the line item price specified in the proposal. Lessee shall provide access for ProAct/Carbonair to the site for purposes of service and inspection, shall be responsible for obtaining any necessary permits, licenses and other governmental authorizations and for compliance with applicable laws and regulations. These services (delivery, installation, startup and demobilization) shall be provided during the rental period, i.e., after the rental period has commenced and before it is completed. Lessee shall pay for such services upon invoicing for the same in accordance with the payment terms for invoicing under this agreement for rental.
6. **DISCLAIMER.** ProAct/Carbonair will not be responsible for damage to Equipment or materials through improper storage, improper servicing, or through attempts to operate the Equipment in excess of its rated capacity or recommended use, intentional or otherwise, by parties other than Carbonair or its authorized representatives.
7. **USE OF EQUIPMENT.** Lessee shall not use the Equipment in violation of any environmental law or regulation, or in violation of other laws or regulations. Except as specifically described in this agreement and the attached proposal, ProAct/Carbonair shall have no authority to use, control or operate the Equipment. It is the Lessee's responsibility to notify ProAct/Carbonair in writing if the Equipment will come into contact with hazardous material or environmental contaminants. Lessee, at Lessee's expense, shall clean and decontaminate all Equipment at the end of the rental period and before returning it to Carbonair. At the time of the Lessee's return of the Equipment to Carbonair, Lessee shall supply to ProAct/Carbonair, at ProAct/Carbonair's request, a written report from a duly licensed and qualified laboratory certifying that such Equipment is free of hazardous materials that had a reasonable possibility of coming into contact with the Equipment. Should the Equipment contain hazardous materials or regulated materials, Lessee shall pay to ProAct/Carbonair, upon billing from ProAct/Carbonair, the cost of cleaning the Equipment, and the cost of treating, transporting and disposing of the hazardous materials, the contaminated Equipment, and all wastes, leachates, reinstates, solvents and other material and emissions generated by the cleaning process. Lessee shall not allow the Equipment to come into contact with any substance that will cause corrosion, dissolution or disintegration of, or other damage to, the Equipment, or leakage to the Equipment. If the Equipment is contaminated, corroded or otherwise damaged, in lieu of billing of the cleaning and disposal process set forth above, ProAct/Carbonair shall have the option of transferring the title of the Equipment to Lessee, and Lessee, upon billing therefore by ProAct/Carbonair, will pay to Carbonair a sum equal to the then current retail market value of the Equipment (assuming no contamination) plus the cost of treating, transporting, storing and disposing of the Equipment, which acts Lessee shall be deemed to have authorized, in the event Lessee does not pay for, or after payment, does not take possession of, the Equipment within a reasonable period of time. In any event, if Carbonair comes into contact with or is exposed to any hazardous materials or regulated materials in connection with or arising out of either party's performance under this agreement, title to and liability for any hazardous materials or regulated materials will remain with Lessee, unless Carbonair, upon discovery of such hazardous materials or regulated materials, agrees in writing to accept such hazardous materials or regulated materials under the terms of this agreement.
8. **RETURN OF EQUIPMENT.** It is the responsibility of the Lessee to arrange for the return of the Equipment to ProAct/Carbonair. At the option of the Lessee, ProAct/Carbonair may provide pickup services and return freight. In the event that Lessee, elects to use ProAct/Carbonair for such services, Lessee shall accumulate Equipment in a centralized location for convenient pickup by ProAct/Carbonair. Lessee shall bear all risk of loss or damage to the Equipment until it is picked up or placed into the actual possession of ProAct/Carbonair at one of its facilities.
9. **RISK OF LOSS OR DAMAGE.** All risk of loss or damage to the Equipment during the rental period, regardless of cause, prior to its return to a ProAct/Carbonair facility, shall be the responsibility of the Lessee. All Equipment is inspected prior to shipment and immediately upon return to Carbonair. Lessee must notify ProAct/Carbonair within 8 hours of receipt of any damaged Equipment.
10. **SECURITY DEPOSIT.** A refundable security deposit is required prior to shipment of any Equipment. The amount of the security deposit will be specified in each proposal. The security deposit will be credited to the last rental invoice or refunded within ten business days of the return of the equipment to ProAct/Carbonair, less any money required to repair damages.
11. **MAINTENANCE.** Lessee shall, at Lessee's own expense, operate and maintain the Equipment in good working order and provide regular operating reports periodically to ProAct/Carbonair. ProAct/Carbonair will provide major maintenance labor only as described in the proposal. In the event of equipment failure, replacement parts and equipment will be shipped at the expense of ProAct/Carbonair, via standard freight. Expedited freight, if required, will be charged to the Lessee. ProAct/Carbonair will only cover reasonable, pre-approved costs incurred during equipment repair. No repairs shall be made to the equipment without ProAct/Carbonair's consent. All costs required to repair the equipment due to lack of maintenance (excluding normal wear and tear) will be payable by Lessee, upon billing by ProAct/Carbonair.



12. **TITLE.** Except in accordance with paragraph 7 of this agreement, title to the Equipment shall remain in ProAct/Carbonair, it being expressly understood that this is a contract of leasing only and that Lessee shall acquire no right, title or interest, legal or equitable, in or to the Equipment leased hereunder other than as a Lessee. All items of Equipment shall at all times be and remain personal property, however they may be affixed to realty. ProAct/Carbonair shall be permitted to display notice of its ownership of the Equipment by affixing to each item of Equipment an identifying stencil or plate or any other indication of ownership.
13. **MAINTENANCE, ALTERATIONS OR ATTACHMENTS.** Lessee hereby acknowledges that the Equipment leased hereunder is in good condition and to Lessee's complete satisfaction. Lessee shall at its own cost and expense keep such Equipment in good repair and working order and shall at its expense furnish any further parts necessary to keep same in good working condition. Any such additions shall become the property of Carbonair. Lessee shall pay Carbonair, upon termination of this Lease, any sum Carbonair is required to expend in order to restore the Equipment to good repair and working order, ordinary wear and tear without obtaining the prior written consent of Carbonair. Lessee warrants that all modifications or improvements to the Equipment shall be completed in accordance with all applicable legal and safety requirements. Lessee hereby acknowledges that any improvements or modifications specifically negate and void any warranties applicable to portions of the Equipment affected by the improvement or modification and negates and voids all warranties in total if the improvement or modification changes the purpose or use for which the Equipment was originally intended. Furthermore, Lessee agrees to remove any alterations or attachments before the Equipment is returned to Carbonair, and agrees to pay Carbonair for any charges to restore the Equipment to its original condition.
14. **INDEMNITY.** Lessee agrees to indemnify ProAct/Carbonair ProAct and hold ProAct/Carbonair harmless from any and all claims, demands, judgments, actions, suits, costs or expenses, including actual reasonable attorney fees, arising from or connected with the injury or damage to persons or property resulting from the Renter's use or operation of the equipment. The provisions of this paragraph shall survive the expiration and termination of any rental period initiated hereunder.
15. **INSURANCE.** Lessee agrees to carry and maintain in force its normal and customary Commercial General and Automobile Liability Insurance coverage and policy limits of at least \$1,000,000 coverage for the injury, death or property damage resulting from each occurrence. Lessee agrees to have its insurance carrier(s) furnish to ProAct/Carbonair certified copies of such insurance certificate specifying that ProAct/Carbonair will be notified at least thirty (30) days prior to the effective date of cancellation.
16. **DISCLAIMER OF WARRANTIES.** The warranties applicable to Equipment leased pursuant to this Agreement are set forth herein. Lessee acknowledges that no verbal agreements, contracts or warranties other than what is written in this Agreement have been given or received, and the signature on this Agreement by Lessee acknowledges this fact. Lessee understands and agrees that any implied warranties of "merchantability" or implied warranties of "fitness" of purpose and all other warranties, express or implied, except for express warranties, if any given by ProAct/Carbonair are expressly excluded. Lessee understands and agrees that its sole and exclusive remedy against ProAct/Carbonair shall be only as set forth herein. Lessee understands and agrees that no other remedy (including but not limited to claims for incidental or consequential damages, or any cause, loss, action, claim or damage whatsoever, or injury to person or property or any other consequential, economic or incidental loss) shall be available to it, whether said claims for injury or damages be asserted on the basis of warranty, negligence, strict liability or otherwise.

Furthermore, ProAct/Carbonair shall not be obligated to conduct any tests to determine the quality of the effluent. Lessee assumes sole responsibility for the quality of the resulting effluent, its ultimate disposal and compliance with applicable legal and regulatory requirements. ProAct/Carbonair shall not be liable for any direct, indirect, incidental or consequential damages arising in connection with the quality of the resulting effluent or the ultimate disposal of such effluent, except to the extent that such damages result from a breach of ProAct/Carbonair's representations as described in this agreement.

17. **LOSS OR DAMAGE; WAIVER OF INDEMNITY.** Lessee shall bear the risk of any loss, damage or destruction to any Equipment and shall give ProAct/Carbonair prompt notice thereof. Lessee hereby releases any claim now or hereafter existing against ProAct/Carbonair on account of, and agrees to defend, indemnify and hold ProAct/Carbonair harmless from all claims of Lessee and/or third parties (including without limitations, claims based upon strict liability and tort or for consequential damages), losses, demands, suits and judgments, and all costs and expenses incurred in connection therewith, including reasonable attorneys' fees, which may result from or arise at any time out of the selection, purchase, delivery, condition, use, operation, ownership, maintenance or repair of any Equipment or which may be attributable to any defect in any Equipment, arising from the material used therein or from the design, manufacture or testing thereof, regardless of when such defect shall be discovered, and whether or not such equipment is in the possession of Lessee.
18. **ASSIGNMENT.** Lessee shall not assign, transfer or otherwise dispose of its rights under this lease nor shall Lessee loan, sublease, hypothecate or otherwise transfer or encumber the Equipment. All rights of ProAct/Carbonair hereunder may be assigned, pledged, mortgaged or otherwise disposed of, in whole or in part, with or without notice to Lessee, but subject to Lessee's rights under this Lease.
19. **EVENT OF DEFAULT.** Each of the following shall constitute an ("Event of Default"); (a) Lessee shall fail to make any payment to ProAct/Carbonair when due hereunder or fail to observe or perform any covenant, agreement or warranty made by Lessee hereunder; (b) Any representation or warranty of Lessee contained herein or in any documents furnished to Carbonair in connection herewith shall be incorrect or misleading when made; (c) Any piece of Equipment shall become lost, stolen, destroyed, irreparably damaged or subject to any sale, lien claim, security interest or encumbrance (other than in favor of ProAct/Carbonair or its assignee); (d) Any default shall occur under any other agreement between Lessee and ProAct/Carbonair or any entity related to or affiliated with ProAct/Carbonair; (e) Lessee or any guarantor of this Lease shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition under bankruptcy, reorganization, insolvency or moratorium law, or any other law for the relief of debtors; (f) any involuntary petition shall be filed under any bankruptcy statute against Lessee or any guarantor of this Lease or any receiver trustee or similar official shall be appointed to take possession of the properties of Lessee or any guarantor of this Lease unless such petition or appointment ceases to be in effect within 30 days of said filing or appointment; (g) Lessee shall use any trade name, assumed name, or other name except Lessee's name stated above; (h) Lessee shall change its state of organization without ProAct/Carbonair's prior written consent; or (i) Lessee shall fail to give ProAct/Carbonair prior written notice of any change in Lessee's address, of Lessee's name or of Lessee's use of any other name.
20. **REMEDIES.** If an event of Default shall occur, ProAct/Carbonair may, at its option, exercise any one or more of the following remedies; (a) Declare all amounts due or to become due under this Lease, immediately due and payable; (b) Recover any additional damages and expenses sustained



by ProAct/Carbonair by reason of any covenant, representation or warranty contained in this Lease; (c) Enforce its ownership interest in the Equipment in which event Lessee agrees to make the equipment available to ProAct/Carbonair at a place or places acceptable to ProAct/Carbonair and ProAct/Carbonair shall have the right to take possession of the Equipment without legal process for which purpose ProAct/Carbonair may enter any premises where the Equipment may be found without legal process and without breaching the peace; (d) Carbonair may retain all payments made by Lessee as liquidated damages for the non-performance of this Lease, for use of the Equipment and for depreciation thereof.

21. **GOVERNING LAW.** This Agreement (the attached proposal and all attached terms and conditions) shall be construed, and the rights and remedies of the parties shall be determined, in accordance with the internal laws of Minnesota.

ENTIRE AGREEMENT. These terms and conditions along with the attached proposals and additional terms and conditions, and any resulting invoices constitute the entire Agreement between the parties hereto, and supersede all prior oral or written proposals and communications related to this Agreement. This Agreement may not be change

TIGG Quote Task 2: 22-2 =
\$17,225.00 (\$13,250.00 + \$3,975.00)

Task 3: 22-4 = \$6,987.00
(3 x \$564 + \$5,295)

Technical Issues

Any errors, omissions, comments, or questions, please contact John K. Hansen at jhansen@gleassociates.com, or 813-241-8350.

Deliverables

**Re: ATC-Atlantic Car Wash & Mobil Mart
2701 Atlantic Blvd.
Pompano Beach, FL
FDEP #: 068945523**

Please provide the following due on **September 8, 2017**, at 4:00 PM EDT to jhansen@gleassociates.com by completing and returning this page of the RFQ. You are welcome to provide the quote on your letterhead and with your specific conditions.

1. Cost for 7,800 pounds of virgin vapor phase GAC, \$13,250.00
2. Cost for shipping and delivery to the site, \$3,975.00
3. Cost for off-loading and setup of GACs, excluding forklift rental, N/A off loading by GLE
4. Monthly Rental Cost per each GAC vessel, \$564.00
5. Anticipated GAC pickup and disposal, assuming non-hazardous, \$5,295.00

Signed: Michelle Krek

Name: Michelle Krek

Title: Sales Service

Company: TIGG, LLC

Date: 10/30/17

Phone #: 724-703-3020

E-mail: mKrek@tigg.com



Florida Department of Environmental Protection

Office of Emergency Response

WORK AUTHORIZATION FORM

Required Signatures: Adobe Signature or Original Ink

Supplemental WAF

Contractor: _____
Contract #: _____ Rep: _____
Site Name: _____
Location: _____
City: _____ County: _____

DEP Incident # _____
Incident Date _____
OSC: _____
Phone: Office _____
Cell _____

Description of Work: Respond Immediately Call OSC to set date/time
Spill Response Overpack Drums Transport drums to TSA Abandoned Drum:
Remove Soil Sampling Transport Drums to TSDF Analysis of samples collected by OER
Other:
Suspected Materials, and amounts: _____

Level of Effort: (Check all that apply) Use Subcontractor per OSC
Personnel Vehicles Equipment
Supervisor: Response Truck Overpack Drums: Visqueen
Recovery Tech: Straight Truck 55-gal. Drums: Roll-off Containers:
Field Chemist: Vacuum Truck Sampling Gear EPA Level 1 Vapor Detector
Equip. Oper.: Pickup or Van Sampling Gear EPA Level 2 PPE Level:
Other: Backhoe or Similar Other: MOT
Contract Rate: _____
Comments: _____

Analytical & Disposal Arrangements: (analytical will usually be listed on Chain-of-Custody or other form)
Via Contractor Via Subcontractor Other:
Profile Wastes as:

Work Assignment Type: fixed price Not to Exceed estimate amount: \$ _____

Funding Information: (information provided by OER budget rep., budget rep to sign after WAF executed, but prior to transmittal to F&A)

Table with 7 columns: Project No., Organization Code, EO, Object Code, Fund, Category/Yr, Amount

Approved:
DEP Representative: Signature: Date:
Contractor Rep: Signature: Date:
OER Budget Rep: Signature: Date:

Deliverable will be reviewed and evaluated by the DEP Contract Manager to ensure appropriate documentation reviewed and/or provided and that the documentation submitted is complete, accurate, and submitted timely

OER_13 (Effective 7-01-2017)

EXHIBIT 2

TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. _____

Task Assignment #: _____ Module #: _____ Grant #: _____
 Contractor Name: _____
 Contractor Representative: _____
 DEP Contract Manager: _____ Phone #: _____
 DEP Site #: _____
 Site Name: _____
 Address(Street, City, County): _____
 Phase: _____

Task Description [use additional pages if necessary]:

The Deliverable and Invoice Schedule is attached.

Final Deliverables: _____
 Final Deliverable Due Date: _____
 Period of Performance:
 Execution of Task Assignment through: _____

TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:

FIXED PRICE	FEE SCHEDULE	COST PLUS FIXED FEE	
		COST REIMBURSEMENT	FIXED FEE

RETAINAGE: _____

TOTAL TASK ASSIGNMENT VALUE: **\$0.00**

DEP Task Manager: _____ Date: _____
 DEP Contract Manager: _____ Date: _____
 Contractual Authority: _____ Date: _____
 Contractor Representative: _____ Date: _____

CC: Procurement Section (MS 93)
 Section Representative _____

**Task Assignment Notification/Change Order
Deliverables and Invoice Schedule Attachment**

Contract Number: 0
Task Assignment #: 0

Deliverables:

Deliverable	Deliverable Due Date

Invoice Schedule:

Requirements for Invoice Submittal	Amount to be Invoiced
TOTAL COST	\$0.00

TASK ASSIGNMENT NOTIFICATION CHANGE ORDER FORM
DEP CONTRACT NO. _____

Task Assignment #: _____ Change Order No.: _____
 Contractor Name: _____
 Contractor Representative: _____
 DEP Contract Manager: _____ Phone #: _____
 Site Name: _____
 Site ID / Facility ID: _____

Description of Change [use additional pages if necessary]:

The Deliverable and Invoice Schedule is attached.

Final Deliverable: _____ Final Deliverable Due Date: _____

TASK ASSIGNMENT TYPE AND NOT TO EXCEED AMOUNTS:

ITEM	FIXED PRICE	FEE SCHEDULE	COST PLUS FIXED FEE		TOTAL
			Cost Reimbursement	Fixed Fee	
Original Task Amount					\$0.00
Task Amount Prior to this Change Order					\$0.00
Net Increase/decrease in task amount					\$0.00
Task amount with all change orders	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CHANGE IN TASK TIME

Original Task Completion Date: _____
 Completion Date Prior to this Change: _____
 Net Increase/Decrease in Task Period: _____
 Completion Date with all Change Orders: _____

DEP Task Manager: _____ Date: _____
 DEP Contract Manager: _____ Date: _____
 Contractual Authority: _____ Date: _____
 Contractor Representative: _____ Date: _____

CC: Procurement Section (MS 93)
 Section Representative _____

**Task Assignment Notification/Change Order
Deliverables and Invoice Schedule Attachment**

Contract Number: 0
Task Assignment #: 0
Change Order #: 0

Deliverables:

Deliverable	Deliverable Due Date

Invoice Schedule:

Requirements for Invoice Submittal	Amount to be Invoiced
TOTAL COST	\$0.00



Florida Department of Environmental Protection

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

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

Noah Valenstein
Secretary

PETROLEUM RESTORATION PROGRAM

LOW-SCORED SITE INITIATIVE APPLICATION & CONTRACTOR SELECTION SHEET

The Low-Scored Site Initiative (LSSI) Applicant responsible for the eligible petroleum discharge(s) may use this 3-page application to select a qualified Contractor pursuant to Chapter 62-772, F.A.C., Procurement Procedures for the Department of Environmental Protection's (FDEP) Petroleum Restoration Program (PRP) to implement a LSSI assessment and/or remediation at the site referenced below, provided that the PRP determines that such activities are appropriate. If the applicant is not the real property owner, a copy of the responsible party agreement or other documentation demonstrating the Applicant's responsible party status must be submitted with this application. Completed forms must be accompanied by a cost proposal and should be sent to the letterhead address, Mail Station 4580, Attention: Rob Perlowski. If you would like to discuss this with an FDEP representative, please call Graham Witt at 850-222-6446 x260, Chris Bayliss at 850-245-8866, or Joel Johnson at 850-877-1133 x3701.

Part 1. FDEP Facility Name and Identification # (required)

- a. Name of Facility/Site: _____
- b. FDEP Facility Identification #: _____

Part 2. Real Property Identification and Current Ownership Verification (required): This information must match that listed in the applicable County Property Appraiser's Office or provide updated information by submitting a copy of the latest deed recorded with the County records.

- a. Real Property Street Address of Record: _____

- b. Parcel # or Property Identification # of Record: _____
- c. Legal Property Description of Record (may attach legible copy): _____

- d. Name of Current Real Property Owner(s) of Record: _____

Mailing Address (required): _____

Telephone # (required): (____) _____

E-Mail Address: _____

- e. If There is Any Reason Why the Property Appraiser's Records May Not Be Accurate, Provide an Explanation and Attach Documentation:

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Part 3. Entity Applying for LSSI (required)

a. Name of the Entity Applying for LSSI (if business, include name/title of representative):

b. (Check One): _____ Current Real Property Owner Or _____ Other Responsible Party

c. Contact Information of the LSSI Applicant:

Mailing Address (required): _____

Telephone # (required): (____) _____

E-Mail Address: _____

Part 4. LSSI Contractor Selection (required): Please check one of the options below. You may request that the FDEP select the cleanup contractor or you may select a specific cleanup contractor.

Who is selecting the contractor? _____ Current Real Property Owner Or _____ Other Responsible Party

Select only one of the contractor options listed below:

A PRP Agency Term Contractor: Co. Name: _____ DEP Contractor ID #: _____

A qualified PRP Contractor, provided that pricing levels & conditions can be negotiated on the best terms to the DEP:

Co. Name: _____ DEP Contractor ID#: _____

Rep. Name & Title: _____

Rep. Phone # & E-mail: _____

The FDEP will select qualified PRP Contractor through an informal request for quote in accordance with Rule 60A-1.002, F.A.C.

The Owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, F.S.”

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Part 5. Real Property Owner Affidavit (required): This certificate must be completed and signed by the current real property owner in the presence of a witness if participating in the Petroleum Restoration Program's Low-Scored Site Initiative. No work will be authorized on your site until this sheet is accepted by the Department. The contractor selection option chosen above cannot be changed once this LSSI Application and Contractor Selection Sheet has been approved by the PRP unless poor performance by the contractor is affirmatively demonstrated. The name in Part 5.a. must match that listed in Part 2.d.

- a. I, _____ hereby certify that:
(Current Real Property Owner)
- b. If I selected a contractor, that the contractor selected in Part 4 of this form is authorized to perform work in the Petroleum Restoration Program's Low-Scored Site Initiative on the real property identified in Parts 1 and 2 of this form.
- c. That the contractor I selected, if applicable, has not offered any remuneration in cash or in kind directly or indirectly in exchange for selecting them as my contractor.
- d. If applicable, that I have not solicited or accepted remuneration in cash or in kind directly or indirectly from the contractor in exchange for selecting them as my contractor.
- e. That I acknowledge that soliciting or accepting remuneration in cash or in kind directly or indirectly in exchange for selection of a contractor is prohibited pursuant to Section 376.3071(6), F.S., and may result in the loss of eligibility for State funded petroleum contamination cleanup assistance at this site.
- f. That I have read and understand the site closure endpoints and the contractor selection options available under LSSI and that I agree to accept a LSSI No Further Action closure if the criteria specified in paragraph 376.3071(12)(b), Florida Statutes are met.
- g. That the information listed above is true and correct to the best of my knowledge.

Signature of the Current Real Property Owner

Date

Print Current Real Property Owner Name and, if property owner is a corporation, LLC or other entity, title

Signature of Witness to the Owner's Signature

Date

Print Witness Name

Witness email address

Witness phone number