

January 27, 2020

Attn: Rachel Leach, Real Estate Paralegal
Goren Cherof Doody & Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

**RE: TANK REMOVAL/TANK CLOSURE ASSESSMENT – Ocean Reef Condominium
1205 Hillsboro Mile, Hillsboro Beach, FL (EDA Proposal No. 19138_B)**

Dear Rachel:

EnviroDesign Associates, Inc. (EDA) is pleased to present this proposal for environmental services for a Tank Closure Removal and Assessment. The property is a multi-unit condominium located at 1205 Hillsboro Mile (Site). An unregistered out-of-service underground storage tank was observed in a concrete planter approximately 10-feet west of the condominium's southwest building corner. The UST has a capacity of approximately 500-gallons and contained diesel fuel for the condominium's emergency backup generator. Because the UST is for residential uses it is exempt from the registration and reporting requirements of Chapter 62-762 F. A. C. (Underground Storage Tank Systems). As such, no Storage Tank Compliance Files are available from the Broward County Environmental Protection Department or State of Florida Department of Environmental Protection.

In accordance with the Underground Storage Tank Systems rule FAC 62-761.800 (b) Unmaintained systems shall be permanently closed within 90 days of discovery. This proposal provides a detailed Scope of Work for the proper removal and closure of the on-site UST.

The purpose of this scope of services is to provide documentation of tank removal and environmental testing to demonstrate environmental compliance. Upon completion, a Tank Closure Assessment Report will be completed, which documents the proper removal of the tank and provides results of environmental testing. The UST removal and Tank Closure Assessment report is to be completed in general accordance with the State of Florida Department of Environmental Protection (FDEP) guidelines using a State Licensed petroleum contractor.

SCOPE OF SERVICES

General Assumptions

- EDA will procure removal permits,
- The tank is steel petroleum UST,
- EDA will remove remaining petroleum and clean the inside of the tank,
- EDA will remove the UST,
- EDA will transport and dispose of the UST,
- EDA assumes that no contaminated soils or water are present,
- EDA will conduct a closure assessment,

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- The Tank is easily accessible, i.e. not under structures and / or utilities, and
- EDA will backfill to grade and place sod.

Tank Removal

- Utility locate using Sunshine State One Call of Florida.
- Excavation and removal of unregistered Underground Storage Tank (UST).⁽¹⁾

Environmental Testing

- Soil Field Screening Using as Organic Vapor Analyzer (OVA).
- Laboratory Analyses of one (1) confirmatory soil sample for petroleum constituents including: BTEX/MTBE, PAH and Total Recoverable Petroleum Hydrocarbons (FL-Pro).⁽²⁾
- Installation of temporary groundwater monitoring well using direct push methods.
- Collection of Groundwater Samples using FDEP Approved methods.
- Laboratory analyses of groundwater samples for petroleum constituents including: BTEX/MTBE, PAH, Total Recoverable Petroleum Hydrocarbons (FL-Pro) and Lead.⁽²⁾

Report Preparation

- Preparation of Limited Tank Closure Assessment Report by a Professional Geologist licensed with the State of Florida.

Grand Total: \$14,500.00

ESTIMATED TIME FRAME

- Utility Clearance (three business days)
- Scheduling construction and field work approximately two (2) weeks, based on availability of equipment and crew for one-day field work.
- Construction and field work, one (1) day excavation, one (1) day direct push groundwater sampling.
- Laboratory analyses (Standard 5 to 7 day turnaround)
- Report preparation (Approximately two-weeks after receipt of laboratory analytical data).

CONTINGENCIES

⁽¹⁾ While we make every effort to avoid disruption or damage to existing systems, the tank is positioned in a confined space and it may be impossible to extract without disruption or damage to other improvements in this area. Restoration of such incidental damage (should it occur) will be the responsibility of the client.

⁽²⁾ Additional testing may be warranted, should evidence of a petroleum discharge be observed during the tank removal process. Any additional testing will be completed under separate cover.

This proposal is good for 90 days.

ADDITIONAL SERVICES:

Estimated fee does not include disposal cost of investigative derived waste. If warranted, 55-gallon drums will be provided at a rate of \$55 per drum. Laboratory disposal analysis and disposal costs to be provided under a separate agreement.

If the findings of our Site Assessment document contaminants, additional testing may be warranted. This assessment does not include the preparation of a Risk Based Corrective Action (RBCA) report, Natural Attenuation Monitoring Plans (NAMP), Remedial Action Plans (RAP), or similar investigative measures. These services, if necessary, will be completed under separate cover.

Services not specifically identified within this scope of services may be approved by the Client on an as-needed basis and will be invoiced in accordance with the attached hourly rate schedule or under a separate fixed-fee agreement. Such services would include, but are not limited to, utility location and/or coordination, additional soils and/or groundwater evaluation, and storing on-site and disposing of investigative derived wastes.

LIMITATIONS

In accordance with ASTM 1903-11 no ESA can eliminate all uncertainty. Furthermore, any sample, either surface or subsurface, taken for chemical analysis may or may not be representative of a larger population. Professional judgment and interpretation are inherent in the process and uncertainty is inevitable. Additional assessment may be able to reduce the uncertainty.

Even when Phase II ESA work is executed with an appropriate site-specific standard of care, certain conditions present especially difficult detection problems. Such conditions may include, but are not limited to, complex geological settings, the fate and transport characteristics of certain hazardous substances and petroleum products, the distribution of existing contamination, physical limitations imposed by the location of utilities and other man-made objects, and the limitations of assessment technologies.

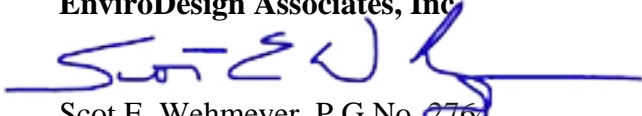
Phase II ESAs do not generally require an exhaustive assessment of environmental conditions on a property. There is a point at which the cost of information obtained and the time required to obtain it outweigh the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions. If hazardous substance or petroleum releases are confirmed on a parcel of property, the extent of further assessment is related to the degree of uncertainty that is acceptable to the user with respect to the real estate transaction.

Measurements and sampling data only represent the site conditions at the time of data collection. Therefore, the usability of data collected as part of this Phase II ESA may have a finite lifetime depending on the application and use being made of the data. An environmental professional should evaluate whether the generated data are appropriate for any subsequent use beyond the original purpose for which it was collected.

We appreciate the opportunity to offer our professional services. Should you have any questions, please feel free to call.

Sincerely yours,

EnviroDesign Associates, Inc



Scot E. Wehmeyer, P.G No. ~~076~~
Senior Project Manager

Authorization to Proceed

2020 HOURLY RATE SCHEDULE	
POSITION	RATE
EXPERT WITNESS	\$285
PRINCIPAL	\$215
PROFESSIONAL ENGINEER/GEOLOGIST	\$175
STAFF ENGINEER OR GEOLOGIST	\$145
FIELD OR ENVIRONMENTAL TECHNICIAN	\$95
COMPUTER DRAFTING/PLOTTING	\$65
CLERICAL	\$40

EnviroDesign Associates, Inc. (EDA) is hereby authorized to proceed with Tasks as described herein, for the estimated total of **\$14,500.00**. A fifty percent deposit (\$7,250.00) is required upon inception of this agreement. Final payment is due upon completion of the investigation and delivery of the report to the client. Standard Terms and Conditions are attached and are hereby made a part of this Agreement by reference.

CLIENT CORP:

I hereby authorize EDA to commence with the work and terms described herein, and hereby certify that:

1. I am the owner of the real property which is the subject matter of this Agreement. (or)
2. The following is/are the owner(s) of the subject real property. (Provide names & addresses)

Name (sign): _____ **Date:** _____

Name & Title: _____

ENVIRODESIGN ASSOCIATES, INC.

Name (sign): _____ **Date:** _____

Name & Title: _____

**STANDARD TERMS AND CONDITIONS
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

1. GENERAL.

a.As used in this and any related contract document, "EDA," "Consultant", "we," or "us" refers to EnviroDesign Associates, Inc. and its officers, employees, and agents. "You", "Client", or "Owner" refers to the party or parties contracting with EDA. "Agreement" refers to these "Standard Terms and Conditions" and the accompanying proposal ("Proposal"). "Site" refers to any and all of the sites upon which EDA is to perform services under this Agreement. "Contractor" refers to every third party contracting with Client to perform work or services or furnish materials at the site.

b. EDA agrees to perform services in accordance with the Agreement. Services may be performed in any order as EDA may elect, and not necessarily in the order in which services are described in the Agreement.

c. EDA shall not be obligated to perform any task beyond the Scope of Services ("Services") set forth in the Agreement. If additional services are undertaken at Client's request, including but not limited to updating or revising plans undertaken as part of the services, or if litigation services, expert, or other witness testimony is provided in any court, administrative, or arbitral proceeding (unless expressly contemplated as part of the services), Client agrees to pay at EDA's hourly rate schedule, for all services provided, including but not limited to review of documents, preparation, meeting with attorney, attendance at depositions or trial, and any travel time associated therewith.

d. If included in the services, EDA will assist Client in applying for permits, certificates, or other official approvals for the project but will not be responsible for obtaining same and makes no representations or guarantee that they will be granted or issued.

e. The possibility that EDA's opinion may be different from Client's expectations will not be a basis for Client withholding any portion of EDA's compensation or asserting any claim against EDA. Client acknowledges that EDA's staff includes professionals who are obligated by law and/or accepted ethical standards to apply their professional judgment, and that such judgment may not necessarily coincide with maximizing Client's expectations or financial return.

f. EDA may render opinions but will not render a legal opinion and shall not be held responsible or liable for its good faith interpretation of laws, statutes, ordinances, or regulations.

2. STANDARD OF CARE.

Services will be performed in accordance with generally accepted professional practice and standards at the time and place services are rendered.

3. PAYMENT.

a. EDA will render invoices to Client monthly and payment is due upon receipt of the invoice. EDA will not release reports, drawings, specifications, or other work product until all outstanding invoices have been paid in full. EDA's compensation is not contingent upon Client's success in Client's project, Client's ability to obtain financing or any government approval, or upon any other condition other than that which may specifically be provided for in the Agreement.

b. If payment in full of all amounts due is not received within 30 days of the date of the invoice, Client's account will be deemed delinquent from the date of billing, and Client agrees pay interest of 1.5% per month on delinquent amounts, plus a \$15.00 monthly minimum to cover the expense of administering Client's account. If Client's account is referred to an attorney or collection agent, independent of whether legal action is filed, Client shall be obligated to pay EDA, in addition to all other sums due, reasonable attorneys' fees and all costs of collection including but not limited to costs of mediation, depositions (whether utilized in court or not), filing fees, and expert witness fees. If Client's account is delinquent, EDA may unilaterally elect to cease providing services at any time, and EDA shall be relieved of any further obligation which it may otherwise have under this Agreement.

4. SITE; OWNER'S RESPONSIBILITIES.

a. Upon execution of this Agreement, Client agrees to provide EDA with a legal description of the site and the full name of its current owner. Within five (5) days of the date of execution of this Agreement, client agrees to provide EDA with all relevant information, which relates to the site or its present or former uses, including but not limited to:

i. Boundary lines and existing site plans;

ii. Historical information as to prior owners and occupiers of the site and their activities, including information in the relevant land records;

iii. Location of utilities, underground tanks, and other structures, and all available plans of the site;

iv. The name, quantity, location, and date of release of hazardous substances known or believed to have been released at or near the site;

v. Any other information reasonably requested by EDA.

EDA may rely on surveys and other documents provided by the owner and prepared by other licensed professionals.

b. Client will arrange for EDA, its agents and representatives, to obtain prompt access and safe access to the site and buildings thereon as required at reasonable times throughout performance of the services. If Client is not the owner of the site, EDA may require satisfactory written assurances from the owner of the site as to access and permission to perform the services.

c. Under circumstances in which services include subsurface explorations, Client acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or other property at the site and hereby knowingly accepts that risk. Provided EDA uses reasonable care, EDA shall not be liable for such alteration or damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to EDA's attention in writing prior to the commencement of exploration.

5. LABORATORIES, SUBCONSULTANTS, AND OTHER THIRD PARTIES.

If requested or agreed by the Owner, EDA may recommend that Client engage the services of laboratories, subconsultants, or other third-parties to perform suitable aspects of the services. Payment to these third-parties will be made directly by the Owner. EDA may recommend the use of such third-parties with reasonable care but does not guarantee their services and shall not be liable for their errors, omissions, or negligence.

6. TERMINATION.

a. In the event Client elects to cease any further work or services being performed by EDA in connection with the subject contract, written notification of Client's request to cease further work must be received by EDA. Client hereby agrees to pay for all services performed and related expenses incurred through the business day on which written notice of termination is received, plus any amount reasonably expended beyond that date to cease services in a prompt, safe, and professional manner.

b. If Client or any party sharing a direct or indirect interest with Client in the services, project, or land thereunder, is in default under this agreement or any other contract with EDA, we may cease services and/or terminate this Agreement and any or all other contracts.

7. RISK ALLOCATION PROVISIONS.

a. To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless EDA and its subconsultants and consultants from and against all claims, damages, losses, and expenses (collectively "Claims"), whether direct, indirect,

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or consequential, including but not limited to reasonable attorneys' fees and court and arbitration costs, arising out of or relating to the services, this Agreement, or work or services performed at or in regard to the site, including but not limited to any Claim against EDA arising from (i) the acts, omissions, or work of the Client, Owner or others, or (ii) the acts or services of EDA; provided, however, that this subparagraph shall not apply to Claims which are finally determined to result from a breach by EDA of this Agreement or from EDA's sole gross negligence. Without limiting the generality of the foregoing, the indemnification applies to all Claims against EDA which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material irritant, contaminant, or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface (i) soil, (ii) water or watercourses, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not.

b. EDA's total liability to the Owner for all Claims arising out of or relating to this Agreement or from its performance or nonperformance from any cause or causes, including but not limited to EDA's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed a total of \$100,000 unless specifically stated otherwise elsewhere in this Agreement. A claim for such sum shall be Client's exclusive remedy under this Agreement.

c. EDA shall not be liable to Client or to any Contractor for any special, indirect, or consequential damages, however caused or alleged to be caused.

d. Client shall not assert a claim for punitive or exemplary damages against EDA, and hereby knowingly waive the right to assert a claim for punitive or exemplary damages.

e. Client shall make no Claim, directly or as a third-party Claim, against EDA unless Client shall have first provided EDA with a written certification executed and notarized by an independent professional licensed in the State of Florida, specifying every act or omission which the certifier contends is a violation of the industry standard of care, at the time and place, and under similar circumstances, where the work was performed or to be performed. The certificate shall be provided to EDA at least thirty (30) days before the presentation of any such Claim or the commencement of any judicial or arbitral proceeding.

8. HAZARDOUS SUBSTANCES

Except as may be specifically provided in the Scope of Services, EDA shall have no obligation to uncover or disclose or provide any services relating to hazardous substances, known or unknown, that may be on the site. EDA is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous substances or toxic substances. Client will be responsible for the handling, removal, treatment, storage, transportation, and disposal of all hazardous substances found or identified at the site, or in connection with the Services rendered.

9. SUBSURFACE RISKS.

The Owner recognizes that special risks arise whenever environmental or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Similarly, proper laboratory and sampling procedures can sometimes produce false positive results. The passage of time also must be considered, and the Owner recognizes that, due to natural occurrences or direct or indirect human intervention at the Site or the surrounding curtilage, actual conditions may quickly change. The Owner realizes these risks cannot be completely eliminated, but certain techniques may be applied to help reduce them to a level which may be tolerable to the

Owner. EDA is available to explain these risks and risk reduction methods to the Owner but, in any event, the Services included in this Agreement are those which the Owner agreed to or selected given his or her own risk threshold and other considerations.

10. OWNERSHIP AND REUSE OF DOCUMENTS.

All documents including drawings or specifications prepared or furnished by EDA pursuant to this Agreement are instruments of service and considered work product, with respect to the project, and EDA shall retain an ownership and property interest therein, independent of whether the project is started or completed. The Owner may make and retain copies for reference in connection with the use and occupancy of the project by the Owner and others, however, such documents are not intended to be relied upon for reuse by the Owner or others on extensions of the project or on any other project. Any use for a purpose not intended by EDA and any reuse without written consent and adaptation by EDA for the specific purpose intended, will be at the Owner's sole risk and without liability to EDA, and the Owner shall indemnify and hold harmless EDA from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from any unauthorized use. Any necessary verification or adaptation will entitle EDA to further compensation at EDA's hourly rate schedule as it may be adjusted from time to time.

11. BINDING; WAIVER.

The Agreement is binding upon and shall operate to the benefit of the Client, EDA, and their respective representatives, successors, and assigns. No failure to enforce any part of the Agreement shall operate as a waiver, render any part of the Agreement invalid, or impair the right to enforce that or any part of the Agreement in the future.

12. GOVERNING LAW; FORUM.

This Agreement shall be constructed in accordance with the laws of the State of Florida. Subject to any arbitration agreement they may have, the parties agree to the exclusive jurisdiction of the state and federal courts in Florida with respect to disputes arising between them. Client hereby agrees to submit to the jurisdiction of Palm Beach County, Florida.

13. INDEPENDENT CONTRACTOR.

In performing any services pursuant to the contract, EDA is an independent contractor, and not an employee, agent, partner, or joint venturer of the Owner.

14. MODIFICATIONS; PRECEDENCE; ENTIRE AGREEMENT.

The terms and conditions of this Contract may be modified, only if in writing, and executed by an officer of EDA. Otherwise these terms and conditions shall take precedence over all inconsistent or contradictory provisions or representations, oral or written. This Agreement is the entire exclusive understanding of the parties and supersedes all prior representations.

15. SEVERABILITY.

If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that accomplishes the intentions of the parties insofar as it relates to the stricken provision.

16. SURVIVAL.

This Agreement shall survive the completion, temporary suspension of Services, and the termination of this Agreement.

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