AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT, hereinafter "Agreement," made and entered into the 18th day of February, 2015 by and between **Environmental Consulting & Technology, Inc.**, 3701 N.W. 98th Street, Gainesville, FL 32606-5004, hereinafter referred to as **"ECT"** and the **City of Avon Park, Florida**, a municipal corporation, 110 E. Main Street, Avon Park, FL 33825-3945, hereinafter referred to as **"City"**, for and in consideration of the following terms, conditions and covenants.

PURPOSE OF AGREEMENT & AND LIMITATIONS

City intends to enter into a Agreement with ECT for provision of environmental consulting services as provided in the ECT Proposal attached as Exhibit "A" ("Services"), and the payment for those services by City as set forth below. The parties agree that much detail is intentionally left out of the Proposal and this Agreement because the Services must, by necessity, be resolved on an emergency basis, therefore, both the City and ECT agree to correspond frequently and in good faith regarding the Services such that the Services and fees for such services are controlled to the satisfaction of both parties. ECT's main points of contact at the City shall be Julian Deleon, Jason Lister and Maria Sutherland, and ECT's Principal Scientist for the Services and contact at ECT will be Mark A. Culbreth, P.G.

Section 1. Term of Agreement

The effective date of this Agreement shall be the date of execution of this Agreement by both City and ECT, and it shall terminate, unless otherwise provided herein, at the completion of the Services. Nevertheless, either party may terminate this Agreement with thirty (30) days of notice to the other party. In the event of such notice of termination by the City to ECT, ECT shall immediately commence termination and reasonable disengagement from the Services in a commercially reasonable manner for ECT's industry, and the City shall pay the final invoice for Services through disengagement as provided herein.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate ECT for services as provided in invoices provided for in the Proposal, in an amount not to exceed $54,000.00 for the total Services.

2.2 Invoices

ECT shall submit monthly invoices to the City no later than the 15th day of the month for work accomplished during the previous month under this Agreement. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent 40 days following receipt of invoice by City.

Section 3. Reimbursable Expenses

ECT shall be reimbursed only for approved out-of-pocket expenses directly chargeable to the Project, at actual cost incurred. Reimbursable expenses will conform to Chapter 112 FS.

Section 4. Additional Services

4.1 Changes in Scope/Conditions.

Additional Services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to ECT, or a written request for a change in the scope of concept of the Project initiated by the City, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

Section 5. Ownership of Original Documents

All analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from ECT's services or have been created during the course of the ECT's performance under this Agreement are instruments of professional service. Such documents are the property of and shall be delivered to the City after final payment is made to ECT. The City shall release ECT from any liability associated with plans reused or revised without ECT's consultation.

Section 6. Assignment of Interest in Agreement

6.1 This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent ECT from employing such independent associates and subcontractors as ECT may deem appropriate to assist in the performance of the services hereunder.

6.2 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than ECT and the City.

Section 7. Indemnification

ECT assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by ECT or ECT's employees, and ECT shall to the fullest extent allowed by law, indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of ECT and other persons

employed or utilized by ECT in the performance of the Agreement. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by ECT.

ECT shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 8. Insurance.

8.1. ECT shall procure and maintain, for the duration of the Agreement, insurance as provided herein. The cost of such insurance shall be borne by ECT. Failure to comply with these insurance requirements shall constitute cause for cancellation of the Agreement and withholding of payment pending assurance of ECT's ability to pay any intervening liability.

8.2 ECT shall furnish certificate(s) of insurance to the City, attached as Exhibit "D" hereto. The certificate(s) shall clearly indicate ECT has obtained insurance of the type, amount, and classification required for strict compliance with this Agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without 30 days' prior, written notice as provided below. The certificates shall name the City as an additional insured. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days' prior, written notice by certified mail, return receipt requested, has been given to the City to the attention of the City Manager. In the event the insurance coverage expires prior to the termination or end of this Agreement, a renewal certificate shall be issued 30 days prior to the said expiration date.

8.3 Compliance with the foregoing requirements shall not relieve ECT of its liability and obligations. Neither approval by the City nor a failure to disapprove the insurance certificates or policies furnished by ECT shall release ECT of the full responsibility for all liability or its obligations.

8.4 All insurance policies shall be issued by responsible companies authorized to do business under the laws of the state, have an "A" policyholder's rating, have a financial rating of at least class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the City. All policies of insurance required herein shall be primary insurance as respects the City, its officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officials, agents, or employees shall be excess of ECT's insurance and shall not contribute with it.

8.5 All policies of insurance required herein, except workers' compensation, shall specifically provide that the City shall be an "additional insured" under the policy and shall contain a severability of interest provision. All insurance policies required herein shall apply to all operations, activities, or use by ECT or by anyone employed by or subcontracting with ECT.

8.6 The insurance coverage and limits provided herein are designated to meet the minimum requirements of the City. All deductibles or self-insured retentions must be declared to and approved by the City and are the responsibility of ECT.

8.7 The minimum kinds and limits of coverage to be carried by ECT shall be as follows:

a. **Workers' compensation and employer's liability.** If ECT falls under the state workers' compensation law, ECT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of $100,000.00 for each accident. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, and employees for losses relating to or in connection with the permit and/or arising from the premises.

b. **Automotive:**
   1. **Bodily injury and personal injury, including death**: $500,000.00 each person, $500,000.00 aggregate.
   2. **Property damage**: $100,000.00 each occurrence, $300,000.00 aggregate

c. **ECT Liability or Errors and Omissions Insurance**. In a combined single limit of $1,000,000.

d. **Comprehensive general liability:** shall include operations, broad-form property damage, independent Contractors, and Contractual liability and shall be written on an "occurrence basis."
   1. **Personal Injury**: $1,000,000 per occurrence.
   2. **Property damage**: $100,000.00 each occurrence, $300,000.00 aggregate.

8.8 Status of Claim.

ECT shall be responsible for keeping the City currently advised as to the status of any claims made for damages against ECT resulting from services performed under this Agreement. ECT shall send notice of claims related to work under this Agreement to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses and contacts stated above:

Section 9. ECT Standards

9.1 Standard or Professional Work; Approvals Not Guaranteed

All work performed by ECT will be in accordance with reasonable and customary standards for ECT's profession in the Central Florida region, and in accordance with all applicable governmental regulations. However, ECT does not warrant or represent that any governmental approval will be obtained, only that ECT will exercise its best efforts to obtain all such approvals contemplated under this Agreement.

9.2 Governmental Regulations

ECT shall assure that work performed under each Project Authorization shall be in accordance with all applicable governmental regulations.

Section 10. General Conditions

10.1 Venue in State Court, Highlands County

Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in the State Court in and for Highlands County, Florida. The Parties specifically waive any right to a jury trial or venue in federal court for any matter capable of redress in state court.

10.2 Laws of Florida

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida.

10.3 Attorney's Fees and Costs

In the event either party defaults in the performance of any of the terms, covenants and conditions of this Agreement, the defaulting party shall pay all damages and costs incurred by the other party in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.5 Agreement Amendment

No modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

Section 11. Document a Result of Mutual Draftsmanship

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

Section 12. Exhibits

The following Exhibits are incorporated by reference or attached to and made a part of this Agreement:

"Exhibit A" - "Proposal as Submitted by ECT and Accepted by City"
"Exhibit B" – not used
"Exhibit C" – not used
"Exhibit D" – ECT's Certificate of Insurance

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IN WITNESS WHEREOF, the City and ECT have made and executed this Agreement the day and year first above written.

ATTEST:

Maria Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA

Sharon Schuler, Mayor

APPROVED AS TO FORM AND CORRECTNESS

Gerald T. Buhr, City Attorney

W[illegible]SES:

(Signature)
Robert S. Yellé
Printed Name

[illegible]Sewell
[illegible])
[illegible]well
Printed Name

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

Katherine H. Pierce, Senior Vice President

EXHIBIT A

"PROPOSAL AS SUBMITTED BY ECT AND ACCEPTED BY THE CITY OF AVON PARK"

EXHIBIT A

Environmental Consulting & Technology, Inc.

February 6, 2015
P15RA-9999

Mr. Julian DeLeon
City of Avon Park
City Hall
110 East Main Street
Avon Park, Florida 33825

Re: Proposal for Implementation of Site Assessment Activities
City of Avon Park Municipal Airport
1535 State Road 64 West
Avon Park, Florida 33825

Dear Mr. DeLeon:

Environmental Consulting & Technology, Inc. (ECT) has developed a scope of work and cost estimate to conduct site assessment activities related to the former Ag Flying Service, Inc. location at the City of Avon Park Municipal Airport. Figure 1 shows the location of the study area in the airport property.

Recently, a limited assessment was conducted that confirmed the presence of petroleum products as well as organophosphorus pesticides in the soils at the site as well as petroleum products, organophosphorus pesticides, and chlorinated herbicides in the groundwater. The soil samples collected during the limited assessment did not contain any of the target analytes at concentrations greater than their direct exposure based-soil cleanup target levels (SCTLs). These results suggest that the soils tested do not pose a risk to human health as a result of exposure to these soils. However, there is a potential to leach into the surficial aquifer. The analysis of the groundwater samples confirms that these chemicals are present in the aquifer.

As a result of the detection of these chemicals, at concentrations greater than their cleanup target levels, the Florida Department of Environmental Protection (FDEP) has requested that a site assessment be conducted. For this site, the primary objectives of the site assessment are to assess the magnitude and extent of contaminants in soils and groundwater, and identify whether any remedial actions are necessary to protect human health and the environment. The scope of work outlined in this proposal has been designed to generate data that will be used to meet the requirements of the FDEP.

ECT also understands that a 10-acre stormwater retention pond will be constructed in the southern portion of the airport, at the location shown on Figure 1. The scope of work developed by ECT will assess potential impacts to the construction of the pond.

1408 N Westshore Blvd, Suite 115
Tampa, FL 33607

(813) 289-9338

FAX (813) 289-9388

An Equal Opportunity/Affirmative Action Employer
www.ectinc.com

SCOPE OF WORK

A series of tasks has been identified, which together comprise the scope of the proposed assessment activities. The chemicals proposed for analyses are based on the results of the analyses already completed. ECT would like to request the Material Safety Data Sheets for the products used by Ag Flying Services, Inc. so that we can evaluate whether any other chemicals needed to be analyzed.

Task 1. Health and Safety Plan Preparation

Prior to initiation of any onsite field activities, a Health and Safety Plan will be prepared that will identify potential health and safety concerns, provide procedures to be followed while working with potentially impacted media, provide procedures to be followed in the event of an emergency, and provide appropriate and relevant emergency contact information.

Task 2. Soil Sam lin Assessment

To assess the magnitude and extent of target analytes in the vadose zone soils (i.e. those soils above the water table), ECT proposes collecting soil samples from up to 14 soil borings. The soil boring locations are shown on Figure 2. The soil borings are located in the vicinity of the former chemical mixing area, airplane storage area, and in the area where the retention pond is to be excavated. A properly decontaminated stainless-steel hand auger will be used to hand auger the soil borings. From each soil boring, three soil samples will be collected as prescribed in the regulations. Samples will be collected from 0 to 0.5 feet below land surface, 0.5 to 2 feet below land surface, and 4 feet below land surface (approximate water table depth).

The soil samples will be analyzed for the presence of petroleum constituents. These constituents include the following: the volatile organic aromatics by U.S. Environmental Protection Agency (EPA) Method 8260, the polynuclear aromatic hydrocarbons by EPA Method 8270SIM, and the petroleum range organics using the FL-PRO method. In addition, the soil samples will be analyzed for the chlorinated herbicides by EPA Method 8151 and the organophosphorus pesticides by EPA Method 8141. Quality control samples will also be collected and analyzed. The quality control samples will include trip blanks, equipment blanks, and duplicates.

Task 3. Groundwater Assessment

To assess the magnitude and extent of groundwater quality impacts, monitoring wells will be installed and sampled as discussed below.

Monitoring Well Installation

Five shallow groundwater monitoring wells will be installed at the locations shown on Figure 3. The monitoring wells will be installed to a depth of approximately 15 feet below land surface using a hollow stem auger drilling rig. During installation of the monitoring wells, soils will be removed from the boreholes and examined to identify the stratigraphy and assess whether there are any visual or olfactory signs of contamination.

Each well will be constructed from 2-inch diameter, Schedule 40 polyvinyl chloride (PVC). The wells will include approximately 13 feet of 0.006-inch slotted well screen threaded to 2 feet of well casing. A 30/40-graded silica sand filter pack will be placed in the borehole to a height of 6 inches above the top of the screen. A 30/60-graded fine sand silica sand will be placed on top of the filter pack and the remainder of the borehole filled with a neat cement grout. Each well will be completed below grade inside an 8-inch diameter manhole with a bolt-down lid. The manhole will be supported by a 2-foot by 2-ooft by 6-inch thick concrete pad containing four pieces of number 2 rebar, each 20 inches long.

Following installation, each well will be developed to remove visible fines from the discharge water and enhance the hydraulic connection between the wells and the aquifer. The water recovered during well development will be placed in FDOT-approved 55-gallon drums. In addition, the soil cuttings recovered from each well will be placed in FDOT-approved 55-gallon drums. Following completion of the site assessment activities, the materials in the drums will be characterized and properly disposed of.

Lastly, the top-of-casing elevations will be surveyed to a relative datum.

Groundwater Sampling

After the monitoring wells have been installed and developed, they will be allowed to sit for approximately 3 days to equilibrate. After that time, groundwater samples will be collected from each well and analyzed. Prior to sampling, the depth to water in each well will be measured. The elevation data along with the water level measurements will be used to assess the groundwater flow direction.

Groundwater samples will be collected using the low-flow sampling technique in accordance with the sampling protocols provided in the FDEP Standard Operating Procedures. The groundwater samples will be placed into laboratory supplied containers, appropriate preservatives will be added as necessary, the samples placed on ice, and transported under proper chain of custody procedures to Environmental Conservation Laboratories. The groundwater samples will be analyzed for the volatile organic aromatics by EPA Method 8260, the polynuclear aromatic hydrocarbons by EPA Method 8270SIM, and the petroleum range organics using the FL-PRO method. In addition, the samples will be analyzed for the chlorinated herbicides by EPA Method 8151 and the organophosphorus pesticides by EPA Method 8141. Quality control samples will also be collected and analyzed. The quality control samples will include trip blanks, equipment blanks, and duplicates.

Task 4. Summary Report

Following completion of the field activities described above and receipt of the laboratory data, ECT will review the field and laboratory analytical data and prepare a Summary Report. The report will contain a tabular summary of the analytical data and figures showing the sampling locations and distribution of contaminants. Recommendations for further assessment activities, based on the newly acquired data will be identified in this report.

COST ESTIMATE

This proposal assumes all of the work can be completed during normal business hours and unrestricted access can be provided to all areas. The total cost of the activities described above is $53,123.93 with a cost breakdown as described below.

Task	Labor	Expenses	Subcontractors	Totals
Health & Safety Plan Prep.	$1,110.00	$0.00	$0.00	$1,110.00
Soil Assessment	$7,230.00	$975.00	$23,402.50	$31,607.50
Groundwater Assessment	$6,200.00	$625.00	$7,691.43	$14,516.43
Summary Report	$5,840.00	$50.00	$0.00	$5,890.00
Totals	$20,380.00	$1650.00	$31,093.93	$53,123.93

If this proposal is satisfactory to you, you may authorize ECT to proceed by signing one copy of this proposal and the accompanying terms and conditions. Should you have any questions or require additional information, please do not hesitate to contact us.

ECT appreciates the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

for

Nicholas Barnes, P.E.
Project Engineer

Mark A. Culbreth, P.G.
Principal Hydrogeologist

Attachments:
General Terms and Conditions
Figures

Accepted by: _____

Title: _____

For: _____

Date: _____

L IN

TERMS and CONDITIONS

1. Method of Payment: Bi-Monthly, ECT will invoice Client for all Services rendered during the previous month. Invoices will be due within 30 days after receipt. Any unpaid charges will draw interest at the lesser of 1½% per month or the highest rate allowed by law, commencing 30 days after date of invoice. Client shall notify ECT in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable. Should it be necessary for ECT to initiate collection procedures for unpaid charges, the cost of such procedures will be added to the amount due ECT from client. Fixed price contracts will be invoiced on a percent complete basis.

2. Permit Assistance: Client shall assist ECT in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. ECT obligations hereunder are specifically subject to the issuance of all such permits and/or approvals.

3. Standard of Care: The Services will be performed for the exclusive benefit of the Client. The Services shall be conducted by ECT consistent with level of care and skill ordinarily exercised by the engineering and consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ECT MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ECT TO CLIENT.

4. Deliverables: All deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by ECT hereunder shall become Client's property upon final payment for ECT Services. ECT shall retain copies of all deliverables. Deliverables may not be used or reused by Client, its employees, agents or subcontractors or any extension of the project or on any other project without the prior written consent of ECT, which consent will be not be unreasonably withheld.

5. Limitations on the Scope of Services: Client acknowledgment that ECT has not had any role in generating, treating, storing or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials ("Waste Materials") which may be present at the Site. Any Waste Materials connected with the Services shall at no time become the property of ECT. Nothing herein shall require ECT to assume the status generator, or a storage, treatment or disposal facility as those terms are defined by the Resource Conversation and Recovery Act, or any state statute or regulation governing the generation, treatment or disposal of hazardous waste or solid waste. If Services include the transportation of Waste Materials from the Site, ECT may evaluate and recommend possible disposal sites for the Client's use. ECT cannot accept ownership, title or responsibility for the disposal of any Waste Materials. Client agrees that it shall evaluate and "select" the proper site for treatment or disposal of its Waste Materials and shall be solely responsible therefore. Arrangements made by ECT for treatment, storage, transport or disposal of any Waste Materials shall be construed as being made solely for the Client's benefit and Client shall indemnify and hold harmless ECT against all claims, damages, losses, liability and expenses, including attorney's fees, which arise therefrom.

6. Limitation of ECT'S Liability to Client: Except for circumstances caused by the willful misconduct of ECT, all claims for damages asserted against ECT by Client, including claims for damages asserted against ECT by Client, including claims against ECT'S directors, officers, shareholders, employees and agents are limited to the greater of (i) $25,000; or (ii) the total dollar value of this Contract. ECT is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of ECT'S performance or nonperformance of the Services. Any claim shall be deemed waived unless made by Client in writing and received by ECT within one (1) year after completion of the Services.

7. Client's Indemnification: Client shall indemnify and hold harmless ECT, and its shareholders, directors, officers, employees and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) any release or threatened release of Waste Materials, or any other activity relating to the Waste Materials, (ii) the negligent acts or omissions of Client, Client's employees, agents and subcontractors, or (iii) Client's breach of this Contract.

8. Required Disclosures by Client: Client shall provide ECT all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by ECT.

9. Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuels or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.

10. Termination: This Contract may be terminated by either party upon thirty (30) days written notice to the other party. Irrespective of which party terminates or the cause therefore, Clients shall, within thirty (30) days of termination, compensate ECT for costs incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, reassigning personnel, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables. At any time after the total compensation payable to ECT under this Contract exceeds $25,000 ECT shall have the right to suspend further performance of the Services until Client and ECT have executed a more comprehensive contract.

11. Site Access: Client grants a right of entry to the Site to ECT, its employees, agents and subcontractors, to perform the Services. If Client does not own the Site, Client warrants that it has the permission of the owner of the Site to grant this right of entry to ECT. If, in order to perform the Services, ECT damages or alters a Site owned by a third party, Client agrees to pay the cost of restoring the Site to its condition prior to the performance of the Services, unless said damages are determined to be the result of ECT'S gross negligence or willful misconduct.

12. Geophysical Services: ECT does not guaranty any specific results from sampling or analytical activity. Client is liable for loss and/or damage to the surface or subsurface due to subsurface sampling. ECT is not liable for damages to wells caused by subsurface trespass or from operation services. Client will repair or replace any equipment damaged or lost in a well unless caused by ECT'S gross negligence or willful misconduct. Recovery of lost equipment will be under Client's control. Client may accept advice from ECT as to methods to recover the items lost without recourse to damages that may be caused by to Client. ECT is not liable for the accuracy of copies of the original logs or for recommendations based on such copies. ECT will provide professional interpretation and recommendations if required in writing. ECT shall not be responsible for obtaining permits or permission to log a well on a Site owned by a third party.

13. Entire Contract: This contract constitutes the entire agreement between the parties and supersedes any and all prior or written or oral or agreements existing between the parties. This contract may be amended only by written instrument signed by each party.

14. Precedence: This contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services.

15. Survival: All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and ECT shall survive the completion of Services hereunder and the termination of this Contract.

16. Equal Employment Opportunity: If Client is required by law to obtain a pledge of compliance from ECT in its performance of the Services under this Contract, ECT agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and/or the Vietnam Era Veterans' Readjustment Act of 1974.

17. Governing Laws: This contract shall be governed by, construed and interpreted in accordance with the laws of the State of Michigan, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

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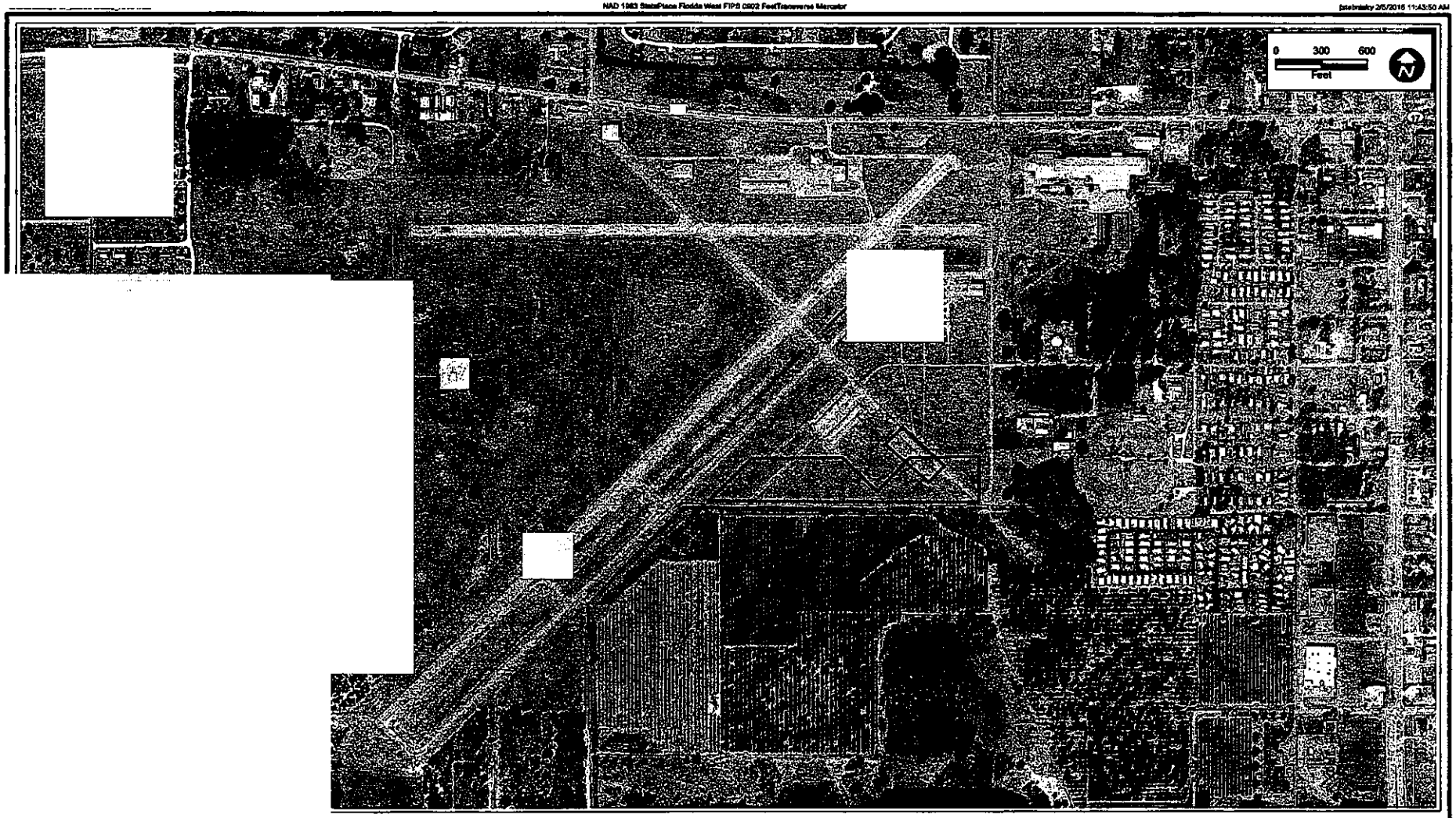

ECT Environmental Consulting & Technology, Inc

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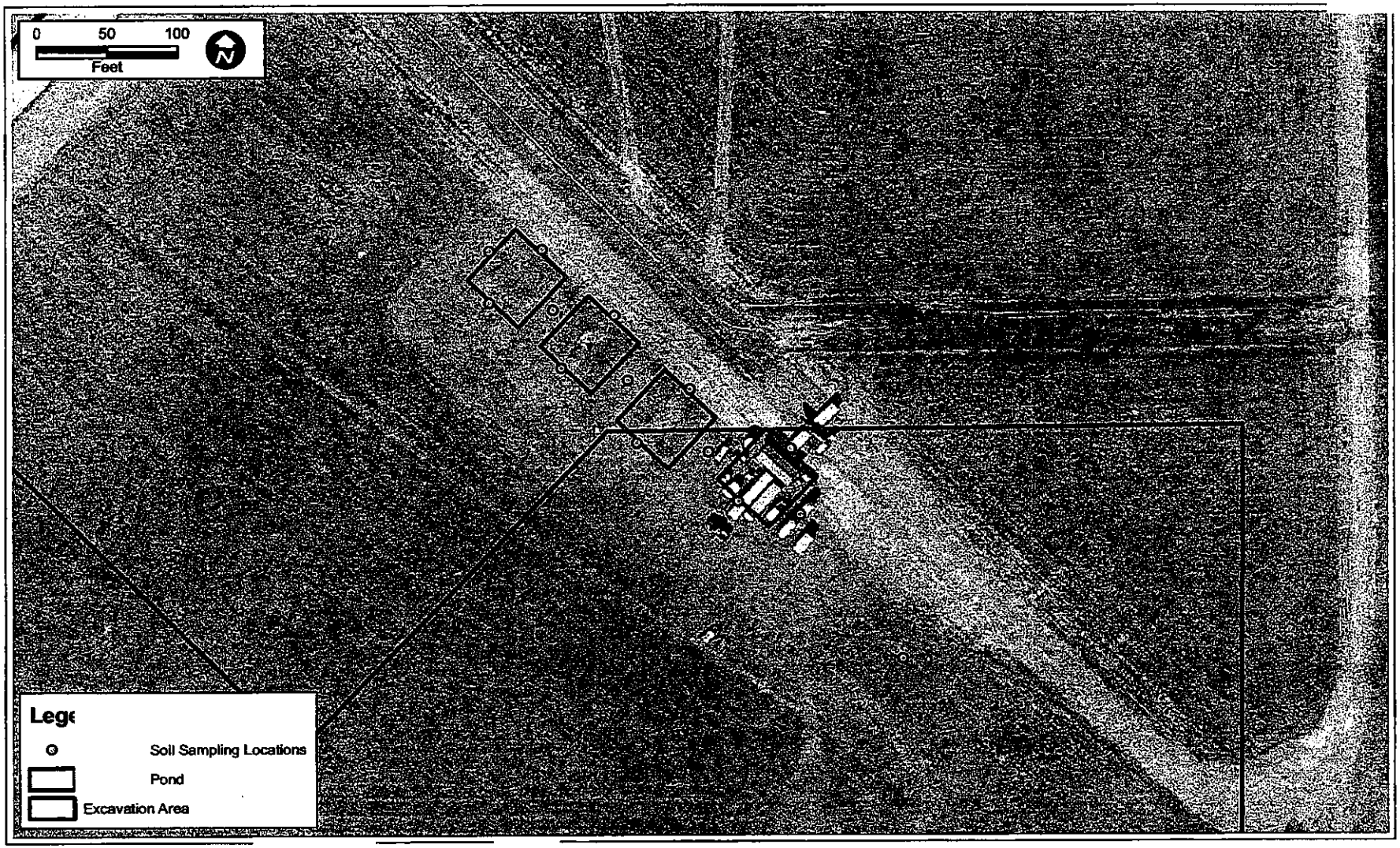

FIGURE 2.
PROPOSED SOIL SAMPLIN
AVON PARK MUNICIPAL AI
AVON PARK, HIGHLANDS ( )A

Sources: FDOT, 2014; ECT, 2015.

ECT Environmental Consulting & Technology, Inc

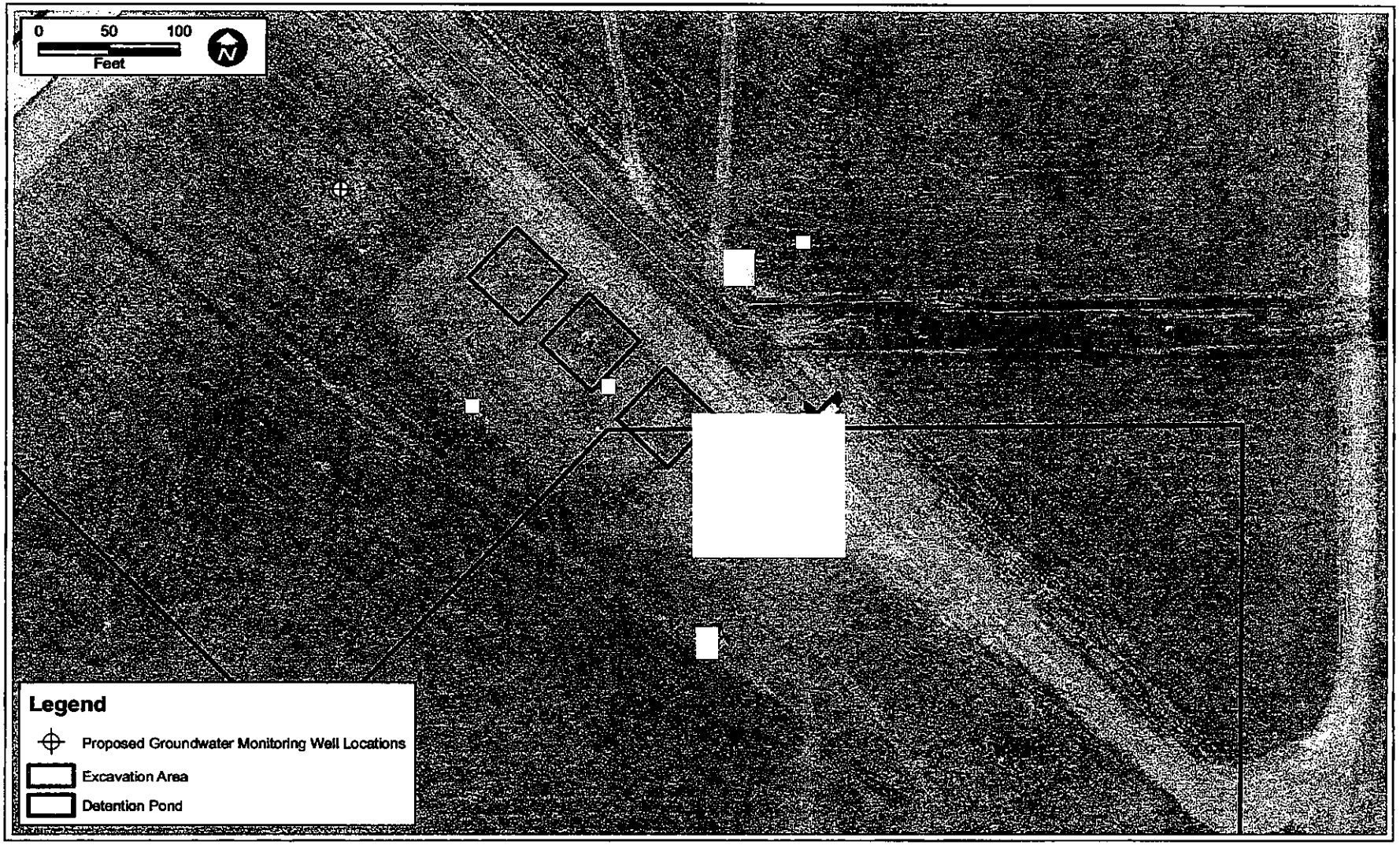

FIGURE 3.
PROPOSED GROUNDWATER MONITORING WELL LOCATIONS
AVON PARK MU L AIRPORT
AVON PARK, HIGHLANDS COUNTY, FLORIDA

Sources: FDOT, 2014; ECT, 2015.

ECT Environm Consulting Technology,

EXHIBIT D

ENVICON-01 MALIRA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2015

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

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

PRODUCER
Willis of Florida, Inc.
itury Blvd
l05191
TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No. Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : Sentinel Insurance Company Ltd.	11000
INSURER C : Twin City Fire Insurance Company	29459
INSURER D :	
INSURER E :	
INSURER F :	

Environmental Consulting & Technology, Inc.
3701 NW 98 Street
Gainesville, FL 32606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD)	POLICY EXP (MM/DD)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$	1,000,00
	CLAIMS-MADE [X] OCCUR X	PROP 16152515	01/01/2015	01/01/2016	PREMISES Ea occurrence	$	300,00
					MED EXP (Any one person)	$	25,00
					PERSONAL & ADV INJURY	$	1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$	2,000,00
	POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$	2,000,00
	OTHER:					$	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIM Ea accident	$	1,000,00
B	X ANY AUTO X	21 UEN JB5900	01/01/2015	01/01/2016	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS				BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS				PROPERTY DAMAG Per accident	$	
						$	
	UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	$	5,000,00
A	X EXCESS LIAB CLAIMS-MADE	PROU 16152516	01/01/2015	01/01/2016	AGGREGATE	$	5,000,00
	DED RETENTION					$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X PER STATUTE OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A X	21 WB AJ8733	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	$	1,000,00
					E.L. DISEASE - EA EMPLOYE	$	1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	$	1,000,00
A	Prof./Poll.	PROP 16152515	01/01/2015	01/01/2016	$1,000,000 Occ/Agg		2,000,00
A	Contr./Site Legal	PROP 16152515	01/01/2015	01/01/2016	$1,000,000 Occ/Agg		2,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Municipal Airport Site Assessment Activities
City of Avon Park, Florida, its officials, agents, and employees are included as Additional Insureds as respects to General Liability and Auto Liability, as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation, as permitted by law and as required by written contract.

CERTIFICATE HOLDER

City of Avon Park, Florida, its officials, agents, and employees
Attn: Risk Management and/or City Manager
110 E. Main Street
Avon Park, FL 33825-3945

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT No. 6

This endorsement, effective 12:01 AM: January 1, 2015

Forms a part of policy no.: PROP 16152515

Issued to: ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
PROFESSIONAL LIABILITY POLICY

g are added to SECTION IV. CONDITIONS:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

'he Policy period will end on that date.

ıy premium refund due. If we cancel, the
ıd may be less than pro rata. The
ı refund.

ɔn payment of premium, and

n date;

ifficate holder when this Policy is canceled
us, either directly or through your broker
tificate and the contact name and mailing
: each such entity; and

c. we received this information after you receive notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Condition.

This Condition does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Condition invest any rights in any entity not insured under this Policy.

B. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this po y by mailing or delivering to the first Nam d Insured written notice of cancellation at lea
   a. 10 days before the ffective date of cancellation if we can or nonpayment of premium; or
   b. 30 da before th ffective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Terence Shields, Secretary

André A. Napoli, President

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM, January 1, 2015

Forms a part of Policy No: PROU 16152516

Issued to: ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "named insured" and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

Cancellation for Policies in Effect Ninety ( ) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or

(b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:

1. A material misstatement or misrepresentation; or

2. A failure to comply with underwriting requirements established by the Insurer.

B. 2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;

(d) There has been a substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the Named Insured written notice of cancellation, accompanied by the reasons for the cancellation at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B2(a) above; or

2. Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B2 (b), (c), (d) or (e) above.

B. 3. If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels, the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The following is added:

C. 1. Non-Renewal

(a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.

(b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. 2. Renewal

The Insurer shall give the named insured at least forty-five (45) days advance written notice of the renewal premium.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 21 WB AJ8733 **Endorsement Number:**

Effective Date: 01/01/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ENVIRONMENTAL CONSULTING &
TECHNOLOGY, INC.
3701 NW 98TH ST
GAINESVILLE, FL 32606

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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