

**TASK ORDER No. 6**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**LINCOLN PARK, PLANT "A" FORMER TRASH TRANSFER STATION, AND SURROUNDING DURRS NEIGHBORHOOD AREA – FORMER INCINERATOR DEBRIS DISPOSAL RESPONSE ACTION**

**PROFESSIONAL SERVICES**

EE&G Environmental Services, LLC (The CONSULTANT) has prepared this task order to provide environmental consulting associated with the implementation of a response action, as regulated by the Florida Department of Environmental Protection (FDEP), to address remnants of the historic incinerator use and disposal of incineration debris across an area known as the Lincoln Park Complex, which includes: Lincoln Park, the Plant "A" Former Trash transfer Station, and the surrounding Durrs Neighborhood. The Lincoln Park Complex is located in the vicinity of NW 19<sup>th</sup> Avenue and NW 6<sup>th</sup> Street, in Fort Lauderdale, Broward County, Florida.

The services will be provided in accordance with the rates established under the Master Agreement between EE&G and the City of Fort Lauderdale (The CITY), RFQ 616-10632 General Environmental Engineering Consultant Services, which was approved by City Commission on June 21, 2011, and extended and amended on June 5, 2012, and extended again on February 19, 2013 and May 20, 2014.

**PROJECT BACKGROUND & OBJECTIVE**

The CITY operated a historic incinerator on the Plant "A" parcel, located at the northwestern corner of NW 6<sup>th</sup> Street (Sistrunk Boulevard) and NW 19<sup>th</sup> Avenue, from approximately the 1920s to the mid-1950s. This facility was concurrently used as a waste water treatment plant (WWTP), which extended operations until the 1990s, and more recently as a former residential trash transfer station. The subject facility is currently limited to use by public works employees for the storage of equipment. The boundary fence was upgraded in 2008, and public access is restricted.

Evidence of buried incineration debris was discovered on the Plant "A" site, along with the eastern-adjointing NW 19<sup>th</sup> Avenue right-of-way (ROW), the northern-adjointing NW 7<sup>th</sup> Avenue ROW, Lincoln Park, and a portion of the nearby residential properties. The CITY temporarily closed the park while a protective surface liner was installed under the regulatory approval of the FDEP. The CITY has conducted ongoing site assessments and response actions over the past 13 years, which have included the capping of Lincoln Park, the removal of limited surficial debris during the construction of the CITY'S One Stop Shop, the removal of surficial debris and installation of an Engineering Control barrier cap (2-feet of clean fill) along public right-of-ways adjoining the Plant "A" parcel, and on a portion of the adjoining residential property (701 NW 19<sup>th</sup> Terrace) and adjoining CITY-owned lot (northeastern corner of NW 20<sup>th</sup> Avenue and NW 7<sup>th</sup> Street). The above site assessments and response actions were completed under the regulatory oversight and approval of the FDEP.

The FDEP independently conducted additional assessment in the Durrs Neighborhood as part of a Targeted Brownfields Assessment (TBA) grant, which was finalized in December 2009. The report cited the presence of tested constituents in several residential properties, which based on meetings with the FDEP in 2012 required further action. EE&G negotiated a plan to have the specific properties of concern re-tested. EE&G conducted confirmation testing in subject residential parcels in 2013, during which one parcel was confirmed to contain elevated dioxins/furans. Other tested parcels were either below or just slightly above the FDEP Soil Cleanup Target Level (SCTL).

Additionally, the CONSULTANT has been conducting a long-term Natural Attenuation Monitoring (NAM) groundwater sampling project, to demonstrate that buried incineration debris does not pose a significant threat to human health and the environment. The NAM must continue until levels drop below the FDEP's Groundwater Cleanup Target Levels (GCTLs) or a No Further Action with Conditions (NFAC) is approved

by the FDEP. The CITY Attorney Office is working with FDEP and the CONSULTANT to develop a Restrictive Covenant to fulfill one of the last NFAC requirements.

The objectives of this Task Order are as follows:

- Conduct expanded soil sampling in the vicinity of the 729 NW 19<sup>th</sup> Avenue property, which was confirmed to contain elevated concentrations of dioxins/furans in surficial soils. The sampling will provide a better understanding of the extent and magnitude of this area of impact, which can be used to develop an appropriate response strategy.
- Conduct confirmation soil sampling on the 1601 NW 6<sup>th</sup> Court property to determine if previously-identified dioxin/furan concentrations can be verified in soils. The sampling will provide a better understanding of the extent and magnitude of this area of impact, which can be used to develop an appropriate response strategy.
- Conduct semi-annual groundwater monitoring to fulfill the NAM requirements for a period of 1 year, while the CITY Attorney's Office resolves the NFAC Restrictive Covenant requirements.
- Provide technical guidance and support to the CITY during interactions with the FDEP and affected parties, and during the evaluation and completion of NFAC requirements.

### **SCOPE OF SERVICES AND DELIVERABLES**

This task order will cover the services required to conduct the following site assessment activities:

#### **Task 1 – General Environmental Consulting**

The CONSULTANT shall provide general environmental consulting to the CITY and their legal counsel related to this project. Tasks will include peer review of documents, assistance to legal counsel, participation in meetings and email correspondence, preparation of opinion or technical support correspondence, and anticipated regulatory agency interaction.

Additionally, the CONSULTANT shall provide guidance with respect to the implementation of the Engineering Control Plan for the Plant "A" parcel. The Plan will have been developed and submitted to the FDEP for approval independent of this P.O. Activities will include two pre-implementation meetings with CITY and designated contractor/consultant to discuss plan requirements and schedule, notification to FDEP of implementation schedule, two inspections of implementation activities, and documentation of key components of the surficial cap for the FDEP.

#### **Deliverables**

- Periodic Project Status Reports to the CITY and FDEP (estimated 2).
- Notifications to the CITY and FDEP of future sampling events and the implementation of the engineering control cap.
- Technical information to supplement the Restrictive Covenants being prepared by the CITY Attorney Office.
- Other correspondence or summary reports as requested by the CITY (estimated 2).
- Email summary's documenting the timeframe to conduct the scope, progress of key tasks, findings and project decisions.
- Letter-report to FDEP documenting implementation of the engineering control cap.

This task is estimated at 122 hours and Not-to-Exceed \$13,185.00.

## **Task 2 – Soil Assessment in the Durrs Neighborhood**

The CONSULTANT shall notify the Sunshine State One Call of Florida utility clearance service to mark public underground utilities. The CONSULTANT cannot accept responsibility for damage to unmarked private underground utilities that are unknown.

The CONSULTANT shall continue to participate in meetings/teleconferences/email exchanges with representatives of the CITY and FDEP regarding key elements of this project. The CONSULTANT shall update the site-specific Health and Safety Plan (SSHASP) to be implemented during the field activities.

The CONSULTANT shall provide all labor and equipment necessary to complete the following sampling event:

- Two Field Scientists to Hand-Auger 12 Soil Borings to a Depth of 4-feet below land surface (BLS)
- Collection of up to 24 soil samples, including the 0 to 0.5-feet BLS, 0.5 to 2.0-feet BLS intervals from each of the 12 borings. Samples will be inspected for signs of incineration debris
- Laboratory analysis of 24 selected soil samples for dioxins/furans by EPA Method 8290.

The CONSULTANT shall be responsible for all work of their sub consultants/subcontractors to meet the scope of Task 2. Pace Analytical Services, Inc. will provide laboratory testing and analytical services for the soil samples collected in Task 2. Pace Analytical Services, Inc. acquired Xenco Laboratories, who is one of the sub-consultants listed in the Master Agreement. The CONSULTANT shall conduct quality assurance reviews for the sampling event and analytical results for Task 2.

### **Deliverables**

The Project Manager and/or Project Director shall provide periodic status correspondence and e-mail summaries the CITY to document the progress of key tasks, findings and project decisions.

Field work for Task 2 shall be completed within 30 days of receipt of the Purchase Order (PO) from the CITY. The standard laboratory turnaround time for dioxins/furans is approximately 4 weeks. Therefore, within 30 days of completion of the field work, the CONSULTANT shall prepare Confirmation Soil Sampling Reports to document the dioxin/furan sampling events to be conducted for each property at 729 NW 19<sup>th</sup> Avenue and 1601 NW 6<sup>th</sup> Court. The reports shall be prepared in accordance with Chapter 62-780, FAC, and shall include associated figures, attachments and supporting documentation. A draft of the report shall be submitted to the CITY for review and approval prior to finalizing. The final report shall be signed and sealed by the CONSULTANT'S Professional Geologist.

This task is estimated at 126 hours and Not-to-Exceed \$47,330.00.

## **Task 3 – 1 Year Natural Attenuation Monitoring (NAM) of Groundwater Monitoring Wells**

The CONSULTANT shall conduct two Semi-Annual NAM groundwater sampling events. Pending receipt of the CITY PO, These semi-annual events will be scheduled during September 2014 and April 2015. The following summarizes the groundwater sampling activities:

- The CONSULTANT shall collect groundwater samples from the following 20 monitoring wells located in and around both Lincoln Park and the Plant "A" parcel: MW-LPC-GW-11, MW-LPC-GW-12r, MW-LPC-GW-14, MW-LPC-GW-15, MW-LPC-GW-16, MW-LPC-GW-17, MW-LPC-GW-18, MW-DEP-5, MW-1r, MW-2r, MW-5, MW-7r, MW-8, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14 and MW-UST-W.
- The CONSULTANT shall collect the groundwater samples in accordance with FDEP's Standard Operating Procedures (SOPs), per Chapter 62-160, FAC. The groundwater samples shall be will be collected into pre-cleaned laboratory- provided glassware, placed on ice and transported to a National Environmental Laboratory Accreditation Conference (NELAC)-certified laboratory for

analysis of the following parameters: total aluminum, total antimony, total arsenic, total iron, total lead and total manganese by EPA Method 200.7.

- Analytical results shall be compared with the FDEP *Contaminant Cleanup Target Levels*, per Chapter 62-777, FAC, which regulates the FDEP GCTLs and Natural Attenuation Default Source Concentrations (NADSCs).

The CONSULTANT shall be responsible for all work of their sub consultants/subcontractors to meet the deliverables included on this task order. Pace Analytical Services, Inc. will provide laboratory testing and analytical services for the groundwater samples collected in Task 3. Pace Analytical Services, Inc. acquired Xenco Laboratories, who is one of the sub-consultants listed in the Master Agreement, on June 28, 2011. The CONSULTANT shall provide quality assurance reviews for each event of this task order.

### **Deliverables**

The CONSULTANT shall submit Semi-Annual NAM Summary Reports to the CITY and FDEP within 30 days of each sampling event. The reports shall include groundwater results summary table, laboratory reports, sample chain-of-custody forms and groundwater sampling logs. A draft of the reports shall be submitted to the CITY for review and approval prior to finalizing and submittal to the FDEP. The final reports shall be signed and sealed by the CONSULTANT's Professional Geologist.

This task is estimated at 106 hours and Not-to-Exceed \$14,420.00.

### **PROJECT ASSUMPTIONS**

- The CONSULTANT will not start the work until provided a written Notice to Proceed from the CITY.
- Working hours at the project areas will be coordinated with the CITY.

### **CITY'S RESPONSIBILITIES**

- The project manager or a designated representative will coordinate the project for the CITY.
- A CITY inspector will be present to observe the work at the site, if requested. The CITY will coordinate access to the project areas.
- Permit fees if required (i.e. County or FDEP review fees) will be paid by the CITY. A three week processing time is required for the CITY to provide a check for permit fees.

**ADDITIONAL SERVICES**

If authorized in writing by the CITY as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain from others, Additional Services of the types listed in Exhibit A of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services. In the event that additional assessment or is required, these additional services may begin with a meeting between CONSULTANT and the CITY to discuss the findings presented in the summary report and the resultant requirements that may have to be met from regulatory agencies.

**PERFORMANCE SCHEDULE**

The CONSULTANT shall perform the services identified in Tasks 1 and 3 over a 1 year period, upon receipt of the CITY'S written Notice to Proceed. The CONSULTANT shall perform the services identified in Task 2 within 90 days of receipt of CITY'S written Notice to Proceed.

**METHOD OF COMPENSATION**

The services performed shall be accomplished using the Not-to-Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not-to-Exceed limit. A fee schedule and cost breakdown for reimbursable expenditures is included on Exhibit A.

**TERMS OF COMPENSATION**

Services shall be provided for the following Not to Exceed amounts:

Task No	Task Title	Labor Fees		Total
		Consultant	Sub consultant	
1	General Environmental Consulting	\$12,845	\$0	\$12,845
2	Soil Assessment in Durrs Neighborhood	\$12,160	\$0	\$12,160
3	Groundwater NAM – 1 Year	\$9,360	\$0	\$9,360
All tasks				<b>\$34,365</b>
Task No	Description	Equipment and Material Costs		Total
		Consultant	Sub consultant	
1	General Environmental Consulting	\$340	\$0	\$340
2	Soil Assessment in Durrs Neighborhood	\$370	\$34,800	\$35,170
3	Groundwater NAM – 1 Year	\$740	\$4,320	\$5,060
All Equipment and Material Costs				<b>\$40,570</b>
Task No	Description	Reimbursables		Total
		Consultant	Sub consultant	
<b>TOTAL</b>				<b>\$74,935.00</b>

The total number of hours for the project is 354 for CONSULTANT and 0 for SUB-CONSULTANT.

### CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to [AcctsPayable@FortLauderdale.gov](mailto:AcctsPayable@FortLauderdale.gov). All other correspondence and submittals should be directed to the attention of Mr. Todd Hiteshew ([THiteshew@fortlauderdale.gov](mailto:THiteshew@fortlauderdale.gov)) Environmental Services Manager, Public Works Department at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale  
City Hall, 4th Floor – Public Works Department  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

### CONSULTANT CONTACTS

The CONSULTANT shall designate a Project Manager to be responsible for all contractual matters and technical matters as they pertain to this task order.

EE&G Environmental Services, LLC  
5751 Miami Lakes Drive  
Miami Lakes, Florida 33014  
c/o Mr. Craig C. Clevenger  
[cclevenger@eeandg.com](mailto:cclevenger@eeandg.com)  
Cell: (305) 978-2447  
Office: (305) 374-8300  
Fax: (305) 374-9004

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation  
of the State of Florida:

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**CONSULTANT**

WITNESSES:

EE&G Environmental Services, LLC

[Signature]  
Signature

By: [Signature]

BARBARA MALDONADO  
Print Name

Name: Mr. Craig Clevenger, P.G.

Title: Manager

[Signature]  
Signature

ATTEST:

[Signature]  
Print Name

By: [Signature]  
Name: Ms. Carolyn Bailey

Title: Manager



STATE OF FLORIDA:  
COUNTY OF Miami Dade

Mr. Craig Clevenger and Ms. Carolyn Bailey as Managers of EE&G Environmental Services, LLC acknowledged the foregoing instrument before me this 14 day of August, 2014, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL )

[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgement)



Maria J. Torres-Lopez  
Name of Notary Typed, Printed or Stamped

Sept. 27, 2014  
My Commission Expires

DD999012  
Commission No.



**Exhibit A**

**CONSULTANT (in accordance with Master Agreement)**

<u>Fee Schedule</u>												Total Hours	Labor Cost (\$)
Labor Category	Professional Geologist		Senior Project Professional		Field Scientist		CADD Senior Draftsperson		Administrative Assistant				
Percent Utilization	50.9%		12.8%		25.1%		7.7%		3.5%				
Labor Rate	\$140/hr		\$110/hr		\$75/hr		\$60/hr		\$40/hr				
Task No.	Task Title	Hrs.	Subtotal (\$)	Hrs.	Subtotal (\$)	Hrs.	Subtotal (\$)	Hrs.	Subtotal (\$)	Hrs.	Subtotal (\$)		
1	Gen. Env. Consulting	65	9100	0	0	35	2625	12	720	10	400	122	\$ 12,845
2	Soil Assessment Durrs Neigh.	40	5600	20	2200	40	3000	16	960	10	400	126	\$ 12,160
3	1 Year NAMOP	20	2800	20	2200	40	3000	16	960	10	400	106	\$ 9,360
<b>Totals</b>		125	17500	40	4400	115	8625	44	2640	30	1200	354	<b>\$ 34,365</b>

**Equipment and Material Costs (in accordance with Master Agreement)**

Task No.	Task Description	CONSULTANT Equipment and Material Description	Cost (\$)
1	General Environmental Consulting	Truck Rental/Mileage (4) at \$85 per day	\$ 340
2	Soil Assessment Durrs Neighborhood	Soil Sampling Equipment (2) at \$100 per day Truck Rental/Mileage (2) at \$85 per day	\$ 200 \$ 170
3	1-Year NAM Groundwater Monitoring	Groundwater Sampling Equipment (4) at \$100 per day Truck Rental/Mileage (4) at \$85 per day	\$ 400 \$ 340
<b>Equipment and Material Costs Subtotal</b>			<b>\$ 1,450</b>

**Sub-Consultant Costs (in accordance with Master Agreement)**

Task No.	Task Description	SUBCONSULTANT Equipment and Material Description	Cost (\$)
2	Soil Assessment Durrs Neighborhood	(24) Soil samples for analysis of dioxins/furans at \$1,450 per sample <sup>1</sup>	\$ 34,800
3	1-Year NAM Groundwater Monitoring	(40) Groundwater samples for analysis of Total Aluminum, Antimony, Arsenic, Iron, Lead and Manganese at \$18 per metal <sup>1</sup>	\$ 4,320
<b>Sub-consultant Costs Subtotal</b>			<b>\$ 39,120</b>
			<b>Total for Task Order = \$ 40,570</b>

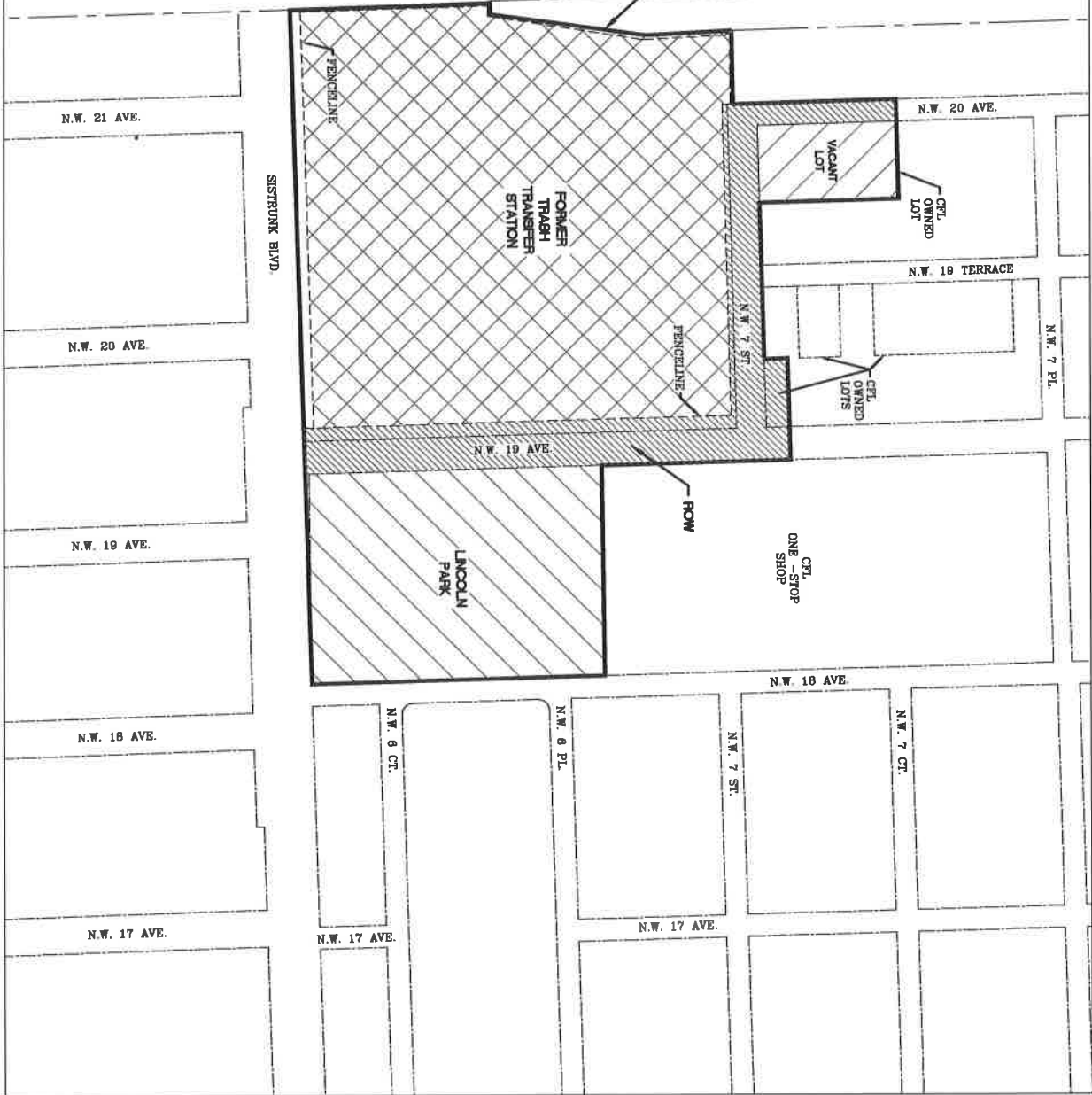
Notes:

<sup>1</sup> This service will be performed by Pace Analytical Services, Inc. (Laboratory Who Purchased Xenco Laboratories)



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LINCOLN PARK COMPLEX



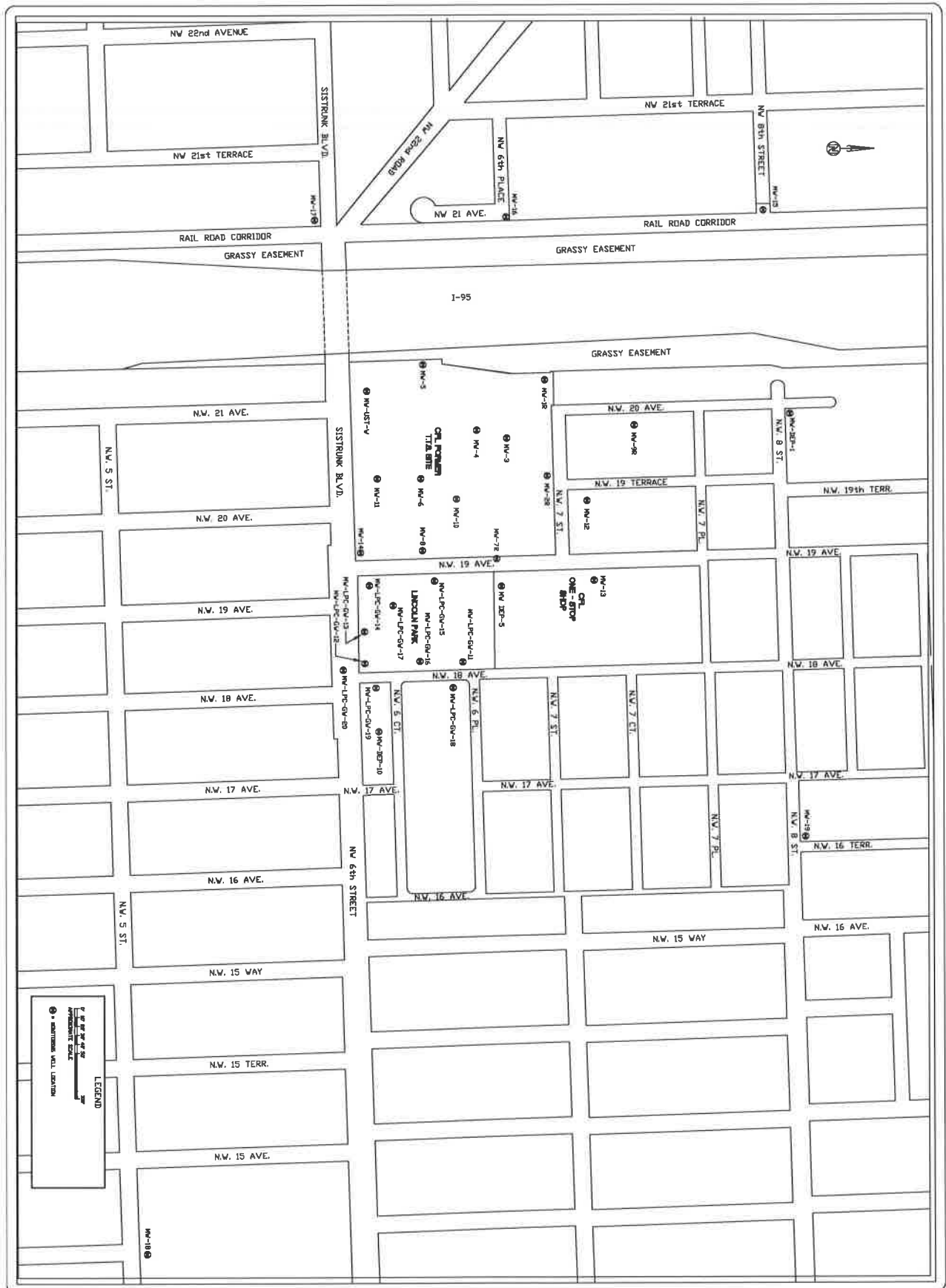
SHEET:	1	REV.	DATE	BY	CHK.

PROJECT No.	2014-1000
DESIGNED BY	EE&G
DRAWN BY	
CHECKED BY	
DATE	
SCALE	AS SHOWN

**SITE LAYOUT MAP**

**CITY OF FORT LAUDERDALE  
FORMER TRASH  
TRANSFER STATION  
1901 NW 6th STREET  
FORT LAUDERDALE, FL**

**EE&G**  
 ENVIRONMENTAL SERVICES, LLC  
 5751 MIAMI LAKES DRIVE  
 MIAMI LAKES, FLORIDA 33014  
 Phone (305) 374-9300 Fax 374-9004



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SHEET: 3

NO.	DATE	BY	CHK.

REVISION	DATE	BY	CHK.

REGIONAL MONITORING WELL LOCATIONS

CITY OF FORT LAUDERDALE  
FORMER TRASH TRANSFER STATION  
1901 NW 6th STREET  
FORT LAUDERDALE, FL

**EE&G**  
ENVIRONMENTAL SERVICES, LLC  
14505 COMMERCE WAY, SUITE 400  
MIAMI LAKES, FLORIDA 33016  
Phone (305) 374-9300 Fax 374-9004

