

**TASK ORDER No. 7**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**LINCOLN PARK, PLANT "A" FORMER TRASH TRANSFER STATION, AND SURROUNDING DURRS NEIGHBORHOOD AREA – SOURCE REMOVAL**

**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-foot 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, 2014 and 2015, including 720 NW 20<sup>th</sup> Avenue, 721 NW 19<sup>th</sup> Terrace, 728 NW 19<sup>th</sup> Terrace, 727 NW 19<sup>th</sup> Avenue, and 729 NW 19<sup>th</sup> Avenue, along with Mount Olive Garden Apartments @ 1601 NW 6<sup>th</sup> Court and a City-owned vacant lot located south of NW 9<sup>th</sup> Street and east of I-95. Elevated dioxins/furans were detected in Mount Olive Garden Apartments and the City-owned lot. Other tested parcels were either below or just slightly above the FDEP Soil Cleanup Target Level (SCTL).

The objective of this Task Order is as follows:

- Conduct source removal and install an Engineering Control cap across designated portions of the following two parcels:
  - Mount Olive Apartments, located at 1601 NW 6<sup>th</sup> Court (Folio No. 5042 04 42 0010).
  - City-owned vacant lot located south of NW 9<sup>th</sup> Street and east of I-95 (Folio No. 504204320040).

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

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

#### **Task 1 – Project Management, Meetings & Utility Clearance**

EE&G's Professional Geologist will participate in meetings/teleconferences with the City and FDEP. Furthermore, EE&G will assist the City in obtaining authorization from the property owners (US-HUD) to secure site access.

EE&G will notify the Sunshine State One Call of Florida utility clearance service to mark public underground utilities. Due to likely presence of underground utilities (either private or modified) it is likely that not all will be marked by this utility service. Therefore, EE&G will retain the services of a private utility location contractor to further assess the sampling locations for underground utilities and/or buried obstructions. EE&G can not accept responsibility for damage to unmarked, private underground utilities that are unknown.

EE&G will continue to participate in meetings/teleconferences/email exchanges with representatives of CFL and FDEP regarding key elements of this project, and assist in facilitating further notification, response to regulatory requests, and facilitation of site access.

EE&G will prepare a site-specific Health and Safety Plan (SSHASP) to be implemented during the Source Removal activities.

#### **Deliverables**

- Periodic Project Status Reports to the CITY and FDEP (estimated 2).
- Notifications to the CITY, FDEP and residents (as warranted) of field work.
- 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.

This task is budgeted at \$10,995, including \$8,825 for an estimated 72 labor hours and \$2,170 in direct costs.

## **Task 2 – Implementation of the Source Removal**

EE&G will provide all labor and equipment necessary to excavate, stockpile, load and transport offsite the affected debris/soils. As part of this task, EE&G will excavate sod and debris-containing soil to a depth of approximately 2-feet below existing grade in the following areas:

- Mount Olive Apartments, located at 1601 NW 6<sup>th</sup> Court (Folio No. 5042 04 42 0010). Designated area will encompass approximately 4,500 square feet in the vicinity of a playground, and an estimated 450 tons of soil will be removed and replaced to a depth of 2-feet BLS.
- City-owned vacant lot located south of NW 9<sup>th</sup> Street and east of I-95 (Folio No. 504204320040). Designated area will encompass approximately 4,500 square feet in the northern portion of the vacant parcel, and an estimated 450 tons of soil will be removed and replaced to a depth of 2-feet BLS.

EE&G will hand excavate around existing tree roots, and shallow utilities. This budget assumes that up to 900-tons of affected soil will be transported offsite to a Class 1 lined landfill for final disposal. Disposal manifests will be signed by an EE&G representative on behalf of the CITY. Manifests and disposal certificates will be provided to the FDEP, following receipt from the disposal facility. Please note that any additional soils requiring loading, transportation and offsite disposal (above the 900-ton budget) will be billed at a cost of \$65/ton (above and beyond the scope of this task order).

EE&G will install a bright-colored permeable geotextile material (filter fabric) at the base and sides of the excavation to provide a distinctive visible barrier segregating the underlying affected soils from the overlying clean fill. The budget estimates that the liner will be installed across an area of approximately 9,000 square feet.

EE&G will have approximately 900-tons of native imported sand/rock delivered from a local quarry. EE&G will use this imported material to backfill the excavation areas to match surface grade.

EE&G will install a new layer of sod (approximately 9,000 square feet) across the surface of the backfilled excavation areas. However, it is the CITY or private resident's responsibility to water and maintain the sod following completion of this project.

EE&G will provide one 15-yard dumpster for temporary storage of the playground equipment, which will be transported offsite for proper C&D disposal (unless, owner agrees to address this equipment). EE&G will partially remove the fence running along the southern boundary of the Mt. Olive Apt. area to obtain access. The fence will be repaired/replaced.

In order to control dust generated during excavation, stockpiling and loading of soils, EE&G will require a one field technician to be present, through out all proposed activities to mist the stockpile and materials which are being disturbed. Water will be generated from a nearby fire main and monitored with a water meter. A portable wash-water station will be utilized to further reduce dermal contact to onsite personnel.

To assess the air quality at the boundaries of the excavation area, EE&G will collect air samples to be analyzed for dust, arsenic and lead in upwind/downwind locations adjacent to the work zone. A total of 10 air samples will be collected, including 2 pre-dig baseline samples, and up to 8 samples during excavation/backfilling. Access to the work zone will be restricted, and all individuals entering the job site will require a health & safety briefing prior to entering.

EE&G will collect up to 8 confirmation soil samples, which will be analyzed for dioxins/furans.

### **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.

This task is budgeted at \$179,045, including \$31,610 for an estimated 454 labor hours and \$147,435 in direct costs.

### **Task 3 - Source Removal Report Preparation**

This task will include preparation of a Source Removal Summary Report up to acceptance by FDEP within 60 days of completion of the field work. Additionally, this task include sufficient budget to prepare one Source Removal Report Addendum if required to address FDEP review comment. The report will be prepared in accordance with Chapter 62-780, FAC. The report will include associated figures, attachments and supporting documentation. A draft of the report will be submitted to the City for review and approval prior to finalizing. The final report will be signed and sealed by EE&G's Professional Geologist.

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.

### **Deliverables**

The CONSULTANT shall submit Source Removal Report to the CITY and FDEP within 60 days of completion of the source removal field work.

This task is budgeted at \$9,400, including \$9,400 for an estimated 74 labor hours and no direct costs.

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 2. Pace Analytical Services, Inc. acquired Xenco Laboratories, who is one of the sub-consultants listed in the Master Agreement, on June 28, 2011.

### **PROJECT ASSUMPTIONS**

- The CONSULTANT will not start the work until provided a written Notice to Proceed from the CITY.
- Working hours will be 8am to 5pm, Monday through Friday.
- EE&G will not be responsible for replacement of the playground equipment.
- CITY will be invoiced on a Time and Material in accordance with the unit rates provided in Table 1, not to exceed the contract budget of \$199,440. This budget was established based on the clearly-defined volumes and units memorialized in this Task Order and the attached Table 1. In the event that additional soil removal/replacement is required, or the FDEP requires additional testing, then EE&G will provide the CITY with a Change Order or new Task Order.

### **CITY'S RESPONSIBILITIES**

- The project manager or a designated representative will coordinate the project for the CITY.
- City will be responsible for obtaining site access at Mount Olive Garden apartments.
- A CITY inspector will be present to observe the work at the site, and facilitate communication with residents, if requested.



**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, 2 and 3 within a 120 day period, upon receipt of the CITY'S written Notice to Proceed. This timeframe assumes that CITY will have successfully coordinated site access, and FDEP does not have an objection to the approach.

**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 Table 1.

**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                                | Project Management, Meetings & Utility Clearance | \$8,825                      | \$0            | \$8,825             |
| 2                                | Source Removal                                   | \$31,610                     | \$0            | \$31,610            |
| 3                                | Reporting  | \$9,400                      | \$0            | \$9,400             |
| All tasks                        |  |                              |                | <b>\$49,835</b>     |
| Task No                          | Description                                      | Equipment and Material Costs |                | Total               |
|                                  |  | Consultant                   | Sub consultant |                     |
| 1                                | Project Management, Meetings & Utility Clearance | \$2,170                      | \$0            | \$2,170             |
| 2                                | Source Removal                                   | \$134,335                    | \$13,100       | \$147,435           |
| 3                                | Reporting  | 0                            | \$0            | \$0                 |
| All Equipment and Material Costs |  |                              |                | <b>\$149,605</b>    |
| Task No                          | Description                                      | Reimbursables                |                | Total               |
|                                  |  | Consultant                   | Sub consultant |                     |
| <b>TOTAL</b>                     |  |                              |                | <b>\$199,440.00</b> |

The total number of hours for the project is 600 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  
949 NW 38<sup>th</sup> St  
Fort Lauderdale, FL 33309

### 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:

Signature

Natalie Velasquez  
Print Name

Signature

Thuy Ho  
Print Name



STATE OF FLORIDA:  
COUNTY OF Miami Dade

EE&G Environmental Services, LLC

By: Craig

Name: Mr. Craig Clevenger, P.G.

Title: Manager

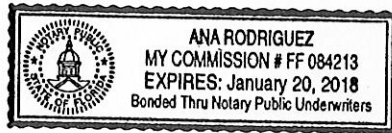
ATTEST:

By: Carolyn Bailey  
Name: Ms. Carolyn Bailey

Title: Manager

Mr. Craig Clevenger and Ms. Carolyn Bailey as Managers of EE&G Environmental Services, LLC acknowledged the foregoing instrument before me this 21<sup>st</sup> day of May, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL )



Ana Rodriguez  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgement)

Ana Rodriguez  
Name of Notary Typed, Printed or Stamped

1.20.2018  
My Commission Expires

# FF 08 4213  
Commission No.



**TABLE 1 - FEE ESTIMATE DETAIL**  
**Environmental Consulting Services Project - 9th Street Vacant Lot & Playground - Apartment Complex**  
**Fort Lauderdale, Florida**

| STAFF CLASSIFICATION / EXPENSE ITEM                                  | TASK 1             |        | TASK 2         |                     | TASK 3            |             | Subtotal            |
|--|--------------------|--------|----------------|---------------------|-------------------|-------------|---------------------|
|  | Rate               | Unit   | Hours per Task | Hours per Task      | Total Hours       | Subtotal    |                     |
| <b>LABOR</b>   |                    |        |                |                     |                   |             |                     |
| Principal  | \$160              | Hour   | 2              | 0                   | 2                 | \$320.00    | \$640.00            |
| Sr. Tech Advisor - Professional Geologist                            | \$140              | Hour   | 40             | 30                  | 50                | \$7,000.00  | \$16,800.00         |
| Senior Project Professional  | \$110              | Hour   | 10             | 10                  | 0                 | \$1,100.00  | \$2,200.00          |
| Sr. Tech Advisor - Certified Industrial Hygienist                    | \$140              | Hour   | 5              | 2                   | 10                | \$1,400.00  | \$2,380.00          |
| Project Professional/Construction Supervisor                         | \$85               | Hour   | 5              | 80                  | 0                 | \$425.00    | \$7,225.00          |
| Construction Journeyman  | \$65               | Hour   | 0              | 80                  | 0                 | \$5,200.00  | \$5,200.00          |
| Construction Helper  | \$45               | Hour   | 0              | 80                  | 0                 | \$3,600.00  | \$3,600.00          |
| Construction Helper 2  | \$45               | Hour   | 0              | 80                  | 0                 | \$3,600.00  | \$3,600.00          |
| Staff Professional/Field Scientist                                   | \$75               | Hour   | 8              | 90                  | 0                 | \$600.00    | \$7,350.00          |
| Senior Draftsperson  | \$60               | Hour   | 0              | 0                   | 10                | \$600.00    | \$600.00            |
| Administrative Assistant   | \$40               | Hour   | 2              | 2                   | 6                 | \$240.00    | \$240.00            |
| <b>Subtotal - Labor Billing:</b>                                     | <b>\$8,825.00</b>  |        |                | <b>\$31,610.00</b>  | <b>\$9,400.00</b> |             | <b>\$49,835.00</b>  |
| <b>EXPENSES</b>  |                    |        |                |                     |                   |             |                     |
| Transportation & Disposal of Excavated Material                      | \$65.00            | ton    | 900            | 0                   | 0                 | \$58,500.00 | \$58,500.00         |
| Delivery of Clean Fill   | \$20.00            | ton    | 900            | 0                   | 0                 | \$18,000.00 | \$18,000.00         |
| Installation of Discriminative Filter Fabric                         | \$1.00             | sq. ft | 9000           | 0                   | 0                 | \$9,000.00  | \$9,000.00          |
| Delivery and Installation of Sod                                     | \$1.50             | sq. ft | 9000           | 0                   | 0                 | \$13,500.00 | \$13,500.00         |
| Porta-Pottie & Hand Sink   | \$500              | week   | 2              | 0                   | 0                 | \$1,000.00  | \$1,000.00          |
| Replace Fence @ Mt. Olive  | \$2,500            | Area   | 1              | 0                   | 0                 | \$2,500.00  | \$2,500.00          |
| C&D Rolloff Containers   | \$950              | each   | 1              | 0                   | 0                 | \$950.00    | \$950.00            |
| Safety Equipment & Barricades  | \$500              | week   | 1              | 0                   | 0                 | \$500.00    | \$500.00            |
| Fuel for Heavy Equipment   | \$3.50             | Gal    | 500            | 0                   | 0                 | \$1,750.00  | \$1,750.00          |
| Rental of Water Truck or Equipment for Misting & Dust Control        | \$1,000            | week   | 2              | 0                   | 0                 | \$2,000.00  | \$2,000.00          |
| Rental of Excavator  | \$200              | Hour   | 50             | 0                   | 0                 | \$10,000.00 | \$10,000.00         |
| Rental of Loader   | \$150              | Hour   | 80             | 0                   | 0                 | \$12,000.00 | \$12,000.00         |
| Private Utility Location Service                                     | \$250              | hour   | 8              | 0                   | 0                 | \$2,000.00  | \$2,000.00          |
| Rental of Field Vehicles -Construction Crew                          | \$85               | day    | 10             | 0                   | 0                 | \$850.00    | \$850.00            |
| Rental of Field Vehicles - Geologist Oversight Crew                  | \$85               | day    | 10             | 0                   | 0                 | \$850.00    | \$850.00            |
| Rental of Field Vehicles - Sr. Tech Advisors & Principal             | \$85               | day    | 6              | 170                 | 0                 | \$510.00    | \$680.00            |
| Disposables/Personal Protective Equipment                            | \$250              | week   | 2              | 0                   | 0                 | \$500.00    | \$500.00            |
| Viscose Plastic - Temporary Storage & Cover of Soils                 | \$75               | roll   | 15             | 0                   | 0                 | \$1,125.00  | \$1,125.00          |
| Soil & Air Sampling Equipment  | \$100              | day    | 8              | 0                   | 0                 | \$800.00    | \$800.00            |
| Air Sampling - Dust, As/Pb   | \$150              | Sample | 10             | 0                   | 0                 | \$1,500.00  | \$1,500.00          |
| Confirmation Soil Sampling - Dioxins                                 | \$1,450            | Sample | 8              | 0                   | 0                 | \$11,600.00 | \$11,600.00         |
| <b>Subtotal Expenses</b>   | <b>\$2,170.00</b>  |        |                | <b>\$147,435.00</b> | <b>\$0.00</b>     |             | <b>\$149,605.00</b> |
| <b>Total Costs Per Task:</b>   | <b>\$10,995.00</b> |        |                | <b>\$179,045.00</b> | <b>\$9,400.00</b> |             | <b>\$199,440.00</b> |
| <b>Task 1 - Project Management, Meetings &amp; Utility Clearance</b> |                    |        |                |                     |                   |             |                     |
| <b>Task 2 - Implementation of Source Removal</b>                     |                    |        |                |                     |                   |             |                     |
| <b>Task 3 - Source Removal Report Preparation</b>                    |                    |        |                |                     |                   |             |                     |
| <b>Total Budget Estimate =</b>                                       |                    |        |                |                     |                   |             | <b>\$199,440</b>    |