

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Change Order #2 to CC-3519-08/JVP - Midway Regional Stormwater Facility and FDOT Embankment

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Robert Bradley

**EXT:** 7113

**MOTION/RECOMMENDATION:**

Approve Change Order #2 to CC-3519-08/JVP - Midway Regional Stormwater Facility and FDOT Embankment with Johnson Brothers, LLC, of Orlando, Florida, in the amount of \$119,208.41.

County-wide

Ray Hooper

**BACKGROUND:**

CC-3519-08/JVP provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of the Midway Regional Stormwater Facility and FDOT Embankment at SR 415 from Seminole County Line to Reed Ellis Road.

Change Order #2 will provide an added pay item for air monitoring due to changes in the Environmental Special Provisions. This change order will be offset by a credit under PS-3018-08/JVP for CEI Services, because the CEI firm was originally scheduled to perform air monitoring. This change order is requested to prevent any delays in construction, and no additional contract time is required to complete this work.

The following is a summary of the cost of the Agreement:

Original Agreement Sum	\$2,875,264.86
Change Order #1	\$ 36,077.36
Change Order #2	\$ <u>119,208.41</u>
Revised Agreement Total	\$3,030,550.63

This is a budgeted project. Funding for this change order is available within the current Agreements with the St. Johns River Water Management District (Cost Share Agreement AJ456AA & Stormwater Management Cost-Sharing Agreement AI433AA) and the Florida Department of Transportation (FM# 407355-6-58-01).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Change Order #2 to CC-3519-08/JVP - Midway Regional Stormwater Facility and FDOT Embankment with Johnson Brothers, LLC, of Orlando, Florida, in the amount of \$119,208.41.

**ATTACHMENTS:**

1. CC-3519-08\_JVP - Change Order #2 (Johnson Brothers)

**Additionally Reviewed By:**

County Attorney Review ( Ann Colby )

**SEMINOLE COUNTY, FLORIDA**  
**CHANGE ORDER FOR CONSTRUCTION PROJECTS**

**PURCHASING & CONTRACTS DIVISION**  
**(407) 665-7116**

**1101 E. First Street**  
**Sanford, Florida 32771-1468**

Contract Number: CC-3519-08    Initiation Date: 1/21/09    Change Order No.: 2    Eng Project No: \_\_\_\_\_  
CIP Number:    00241701    Contract Date: 8/5/08     Work Order No.: \_\_\_\_\_ Vendor No: \_\_\_\_\_

Contract Title: Midway Regional Stormwater Facility and SR 415 Surcharge Embankment

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided: Add Pay Item for Personnel and Perimeter Air Monitoring because of changes to the Environmental Special Provisions.

Original Contract/Work Order Sum	\$ 2,875,264.86
Contract/Work Order sum prior to this change order	\$ 2,911,342.22
Change Order Sum ( <input checked="" type="checkbox"/> increase) ( <input type="checkbox"/> decrease) ( <input type="checkbox"/> unchanged)	\$ 119,208.41
New Contract/Work Order sum including this change order will be	\$ 3,030,550.63
Time will be ( <input type="checkbox"/> increased) ( <input type="checkbox"/> decreased) ( <input checked="" type="checkbox"/> unchanged) by	-0- days
Final Completion Date through this change order	November 4, 2009

**Waiver:** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract/Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

**Acknowledgements:** The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

This Change Order  does  does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project Manager (initials) *ALC*

*ALC*  
Project Manager (Signature)  
Seminole County Engineering  
520 W. Lake Mary Blvd, # 200  
Sanford, FL 32773  
Public Works / Engineering  
By: **Al Collock**  
(Print Name)  
Date: 4/16/2009

*Edwin Alagano*  
Architect/Engineer (Signature)  
Dyer, Riddle, Mills & Precourt, Inc.  
941 Lake Baldwin Lane  
Orlando, FL 32814  
Address (List Above)  
By: **Edwin Alagano**  
(Print Name)  
Date: 2/16/2009

*Ron Queen*  
Contractor (Seal & Signature) ~~No Seal~~  
Johnson Bros.  
7500 Municipal Drive  
Orlando, FL 32819  
Address (List Above)  
By: **Ron Queen**  
(Print Name)  
Date: 2/5/2009

Purchasing & Contracts Approval Pursuant to Administrative Code:

WITNESSES: \_\_\_\_\_

\_\_\_\_\_  
Robert L. Hunter, Procurement Supervisor    Date  
As authorized by Section 8.153, Seminole  
County Administrative Code

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**     Board Approval:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
**MARYANNE MORSE**  
Clerk to the Board of County Commissioners of  
Seminole County, Florida.

\_\_\_\_\_  
**BOB E. DALLARI, CHAIRMAN**    Date

Approved as to form & legal sufficiency:

As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_, 2008  
regular meeting.

\_\_\_\_\_  
County Attorney    Date

Midway RSF and SR 415 Surcharge Embankment  
Project CC-3519-08/JVP

Entitlement Analysis  
Change Order No. 2 – Personnel and Perimeter Air Monitoring  
January 21, 2009

**CONTRACT PROVISIONS:**

1. General Conditions Article 10.1.1: Without invalidating the Agreement and without notice to any surety, County may, at any time, by duly executed Change Order or Change Request, order changes within the scope of the Agreement consisting of additions, deletions or other revisions in the Work.....

**ORIGIN:**

1. January 9, 2009, the County advised Johnson Bros that the Environmental Special Provisions will be revised in particular Article 2.2.3. All reference to the word "County" in this paragraph is replaced with "Contractor". Hence the Contractor will be responsible for the Personnel and Perimeter Air Monitoring of this project in accordance with all OSHA rules and regulations, the Contract Documents and the revised Environmental Special Provisions.

**ANALYSIS:**

1. The Personnel and Perimeter Air Monitoring is considered an extra work because it was not in the Contractor's original scope of work.

**COST ANALYSIS:**

1. Jan. 20, 2009 – The Contractor submitted a cost proposal in the amount of \$130,703.12 for the Personnel and Perimeter Air Monitoring and with no time extension.
2. Jan. 20, 2009 – DRMP reviewed the estimate and commented on the Johnson Bros supervisor which is required by the original specification to administer the Contractor's HASP plan. Contractor said that due to the additional responsibilities they needed to have a full time supervisor. DRMP negotiated to reduce the time of the supervisor by 50% because he can perform other work aside from air monitoring. DRMP also mentioned that the Pollution Insurance should not be included since this is a clean up project from the beginning. Contractor contends that the insurance is necessary since they are now responsible for air monitoring and was not included in the Contractor's General Insurance.
3. Jan. 21, 2009 – The Contractor submitted a revised cost estimate in the amount of \$119,208.41. DRMP reviewed the estimate and appears to be reasonable.
4. **Price Comparison – DRMP requested from the Contractor the price proposal of GEC (another environmental consultant) for the same type and scope of work. GEC's price is \$99,198.39. The Applied Environmental price is \$82,732.09. The difference between the two proposals is \$16,466.30.**
5. DRMP agrees with Johnson Bros price by selecting the cheaper company.
6. DRMP recommends acceptance of the Contractor's lump sum price of \$119,208.41.

**RECOMMENDATION:**

Johnson Brothers is entitled to full compensation for the additional work of performing Personnel and Perimeter Air Monitoring for this project. There is no additional time recommended because it can be done in conjunction with existing contract items.



**JOHNSON BROS.**  
NATIONAL CIVIL CONTRACTOR

**CHANGE PROPOSAL COST SUMMARY**

Owner: Seminole County/ FDOT  
 Project: Midway Regional Stormwater Facility /  
 FDOT 415 Embankment  
 Project #: CC-3519-08 / JVP  
 Date: 21-Jan-09  
 JBC Job #: 26-38  
 C.E. #: 002R  
 Estimator: RDR

Brief Scope of Work: **Midway Air Monitoring**

Does this Change affect the Contract Time? **NO** If so, number of days (+/-):

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
<b>LABOR:</b> Total - Labor Costs	6,746.40				6,746.40
<b>MATERIAL:</b> Total - Material Costs		0.00			0.00
<b>EQUIPMENT</b> Total - Equipment Costs			1,320.00		1,320.00
<b>SUBCONTRACTORS:</b> Total - Subcontractor Costs				95,593.09	95,593.09
<b>SUBTOTALS:</b>	6,746.40	0.00	1,320.00	95,593.09	103,659.49
Sales Tax at 6.5%		0.00			0.00
OH & P on Direct Labor - 15%	1,011.96				1,011.96
OH & P on Materials - 15%		0.00			0.00
OH & P on Equipment - 15%			198.00		198.00
OH & P on Subcontracts - 15%				14,338.96	14,338.96
<b>SUBTOTALS:</b>	7,758.36	0.00	1,518.00	109,932.05	119,208.41

UNIT PRICES:		Quantity	Measure	Unit Price	
Item No.	Description				
<b>SUBTOTAL:</b>					0.00

	Estimate Subtotal	119,208.41
	Unit Price Subtotal	0.00
	Bond 1.5%	0.00
<b>TOTAL CHANGE PROPOSAL COST:</b>		<b>119,208.41</b>

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 JAN 21 2009  
 DRMP CEI Field Office



# INSURANCE

## INVOICE

### T.R. Jones & Company and Kraft Insurance Agency

Insurance and Financial Services  
 Phone:(305)247-5121 Fax:(305)248-8543  
 Toll Free:(800)333-0777

**Please Remit Payment To:**  
 T.R. Jones & Company  
 1780 North Krome Avenue  
 Homestead, Florida 33030

**Please Direct Wire Payment To:**  
 Wachovia Bank, N.A  
 171 17th Street, Atlanta, GA 30363  
 Beecher Carlson Master Trust  
 Account #2000016953071 ABA Routing #061000227

Johnson Bros Corporation  
 & Johnson Bros., LLC  
 5476 Lithia-Pinecrest Road  
 Lithia, FL 33547

<b>Customer</b>	Johnson Bros Corporation
<b>Invoice #</b>	59285
<b>Date</b>	01/20/2009
<b>Customer Service</b>	(407)647-7901
<b>Page</b>	1 of 1

<b>Payment Information</b>	
<b>Invoice Amount</b>	12,861.00
<b>Payment Amount</b>	
<b>Invoice #</b>	Invoice#395523
<b>Payment Method</b>	TBD

Thank You

Please detach and return with payment



Customer: Johnson Bros Corporation

Invoice #	Invoice Date	Transaction	Description	Amount
395523	04/01/2008	New business	Policy #TBD 04/01/2008-04/01/2009 ACE Group Midway Project - Environmental - New business	12,861.00

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 DRMP CEI Field Office

**Total**  
 12,861.00

Thank You

<b>Date</b>	01/20/2009
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**JOHNSON BROS.**  
NATIONAL CIVIL CONTRACTOR

**CHANGE PROPOSAL COST SUMMARY**

Owner: Seminole County/ FDOT  
 Project: Midway Regional Stormwater Facility /  
 FDOT 415 Embankment  
 Project #: CC-3519-08 / JVP  
 Date: 20-Jan-09  
 JBC Job #: 26-38  
 C.E. #: 002R  
 Estimator: RDR

**Brief Scope of Work:** Midway Air Monitoring

**Does this Change affect the Contract Time?** NO **If so, number of days (+/-):**

WORK DESCRIPTION	LABOR	MATERIAL	EQUIP.	SUBS	TOTALS
<b>LABOR:</b> Total - Labor Costs	13,492.80				13,492.80
<b>MATERIAL:</b> Total - Material Costs		0.00			0.00
<b>EQUIPMENT</b> Total - Equipment Costs			2,640.00		2,640.00
<b>SUBCONTRACTORS:</b> Total - Subcontractor Costs				97,522.09	97,522.09
<b>SUBTOTALS:</b>	13,492.80	0.00	2,640.00	97,522.09	113,654.89
Sales Tax at 6.5%		0.00			0.00
OH & P on Direct Labor - 15%	2,023.92				2,023.92
OH & P on Materials - 15%		0.00			0.00
OH & P on Equipment - 15%			396.00		396.00
OH & P on Subcontracts - 15%				14,628.31	14,628.31
<b>SUBTOTALS:</b>	15,516.72	0.00	3,036.00	112,150.40	130,703.12

*Void  
See Revised  
Proposal dated  
1/21/09*

UNIT PRICES:	Item No.	Description	Quantity	Measure	Unit Price
<b>SUBTOTAL:</b>					0.00

<b>TOTAL CHANGE PROPOSAL COST:</b>	Estimate Subtotal	130,703.12
	Unit Price Subtotal	0.00
	Bond 1.5%	0.00
		<b>130,703.12</b>

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**JOHNSON BROS.**  
NATIONAL CIVIL CONTRACTOR

*See Verbal  
dated 1/21/09  
Proposal Revised*

Owner: Seminole County  
FDOT  
Project #: 26-38  
JBC Job #: 002R  
C.E. File  
Date: 01/20/09  
Estimator: RDR

Project: Midway Regional Stormwater Facility  
Description: Midway Air Monitoring

Item No.	Description	Quantity	Unit	Rate	Material	Installation	Subcontract	Other	Total	Subtotal
<b>Applied Environmental Health &amp; Safety</b>										
	Preliminary Assessment Air Monitoring	1.00	LS	4,397.71	S	-	-	-	4,397.71	4,397.71
	Onsite Employee Monitoring & Background Air Sampling Activity during construction	1.00	LS	39,389.78	S	-	-	-	39,389.78	39,389.78
	Perimeter Air Monitoring	1.00	LS	38,944.60	S	-	-	-	38,944.60	38,944.60
(The figures above represent AEH&S's best estimate for the provided detailed services above. All figures represent a not to exceed limit for this project.)										
<b>Johnson Bros.</b>										
	Supervisor	240.00	HR	56.22	L	13,492.80	-	-	-	13,492.80
	Truck	240.00	HR	11.00	E	-	-	2,640.00	-	2,640.00
	Pollution Prevention Insurance	1.00	LS	14,790.00	S	-	-	-	14,790.00	14,790.00

*Total =  
\$ 82,732.09*

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January 16, 2009

Proposal Number: 0901.01.4441

Mr. John Hogan  
Vice President, Safety  
**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

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**Professional Services:** Perimeter Air Monitoring & Associated Activity

**Reference:** *Midway Regional Storm-water Facility & DOT SR 415 Embankment  
Project # CC-3519-08/JVP*

Dear John:

Thank you very much for contacting **Applied Environmental Health & Safety, Inc. (AEH&S)** about the services we provide in the field of Occupational Safety and Environmental Health. Please accept this letter as a proposal for conducting the above delineated Professional Services for **Johnson Bros. Corporation**.

This proposal includes sampling for air contaminants as outlined in OSHA 29 CFR 1910.1018, (1926.1118) *Arsenic*, OSHA 29 CFR 1926.55, *Copper* and 29 CFR 1910.120 (h) *Monitoring at Hazardous Waste Sites*.

**AEH&S** will furnish all labor, supervision, materials and services per this proposal. All work to be conducted in a timely and workmanlike manner by a Certified Industrial Hygienist and/or Industrial Hygiene Technician(s).

Time estimations in this proposal are based upon information as provided by **Johnson Bros. Corporation**.

This proposal anticipates an **AEH&S** 40 hour HAZWOPER trained Industrial Hygiene Technician to be dedicated full time to this project for the purpose of conducting perimeter air monitoring.

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Perimeter air monitoring for arsenic and copper will be conducted on a daily basis in strategic locations at the above reference site. Additionally, background dust readings from a real time aerosol monitor (Dust Trak) will be collected on a daily basis in strategic locations at the above reference site

**Arsenic and Copper Dust Air Contaminants:**

AEH&S will conduct daily perimeter air monitoring during excavation operation(s) for arsenic and copper dust air contaminants:

A long-term (up to 8-hours) area sampling technique will be employed with the sample collector located in a strategic location. Prevalent wind direction will greatly influence the selection of the strategic location(s). Full shift air monitoring shall be conducted and calibrated equipment shall be utilized to collect samples. It is anticipated that two (2) long-term area perimeter arsenic and copper dust samples will be collected per day for up to 8 weeks. Samples will be sent to an American Industrial Hygiene Association (AIHA) accredited laboratory for analysis.

**Dust (Particulates) Detection and Analysis**

**TSI Dust Trak Portable Dust Monitor**

A TSI Dust Trak portable dust monitor will be used to determine background dust levels for this project. Particle readings will be taken daily.

The Dust Trak is a calibrated, portable, direct reading dust monitor that delivers single particle counts and size classifications in real time. The air sample is drawn into the device via a volume controlled pump and sized using light scattering technology to determine mass concentration of dust in the air. Dust concentrations are measured in milligrams per cubic meter (mg/m<sup>3</sup>). The flow rate on the Dust Trak is set at 1.7 liters per minute (L/min).

It is anticipated that the TSI Dust Trak portable dust monitor will be record background dust readings at strategic locations on a daily basis for up to 8 weeks.

Based upon an 8-hour time weighted average, background particulate levels will be determined during the air quality survey(s) in order to verify compliance with the OSHA PEL of 5 mg/m<sup>3</sup> for respirable dust and/or 15 mg/m<sup>3</sup> for total dust.

**SCOPE OF SERVICES**

**Applied Environmental Health & Safety:**

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1. Will provide a Certified Industrial Hygienist and/or an Industrial Hygiene Technician(s) to oversee all aspects of this project. All AEH&S personnel are 40 hour HAZWOPER trained with appropriate refresher classes.
2. Will meet with key employees from **Johnson Bros.**, for a site overview and for planning purposes, as needed.
3. Will provide an Industrial Hygiene Technician in order to conduct perimeter air monitoring for arsenic and copper dust utilizing calibrated air sampling pumps and conduct perimeter air monitoring for dust utilizing a calibrated, portable, direct reading dust monitor (Dust Trak) during site activity.
4. Will provide laboratory analytical reports as needed and a final (1 copy) formal air quality sampling report at the conclusion of the project.

**Johnson Bros. Corporation:**

1. Will provide or coordinate the provision for access and escorts as necessary to conduct on site activity.
2. Will provide or coordinate the provision for key employees to assist in this project.
3. Will provide or coordinate the provision for any other information that may be helpful during this project.

**ESTIMATED COSTS**

Based upon 8-weeks (40 Days) (8) hours per day activity at site

$40 \times 8 = 320$  hours

$24 \times 8 = 192$  hours (IHT time covered in proposal # 0812.P144.4436 "On site Employee Exposure Monitoring & Background Air Sampling Activity for Johnson Bros. activity" (Midway Project).

**320 hours – 192 hours = 128 extra hours (16 extra days or 3.2 extra weeks)**

**Certified Industrial Hygienist**

(samp. & analysis methods determination, pricing & schedule) \$ 540.00  
Up to 4 hour @ \$135.00 per hour

**Certified Industrial Hygienist**

(Perimeter Air Monitoring for Arsenic and Copper Dust & Associated Activity)  
Estimated at 12 hours @ \$ 135.00 per hour \$ 1,620.00

**Certified Industrial Hygienist**

(Travel Time estimated at 4 hours @ \$ 67.50 per hour) \$ 270.00

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Mileage estimated at (325 miles at \$ 0.505 per mile) \$ 164.12

Per Diem estimated at (2 days @ \$ 30.00 per day) \$ 60.00

**Industrial Hygiene Technician**

(Perimeter Air Monitoring for Arsenic and Copper Dust & Associated Activity)

Estimated at 128 hours @ \$ 90.00 per hour \$ 11,520.00

**Industrial Hygiene Technician**

Travel Time estimated at 32 hours @ \$ 45.00 per hours \$ 1,440.00

Mileage estimated at (1,920 miles at \$ 0.505 per mile) \$ 969.60

Per Diem estimated at (16 days @ \$ 30.00 per day) \$ 480.00

CIH & Licensed Asbestos Consultant (Final Report Development)  
Up to 8 hours @ \$135.00 per hour. \$ 1,080.00

Industrial Hygiene Technician (Final Report Development)  
Up to 8 hours @ \$ 90.00 per hour. \$ 720.00

Industrial Hygiene Technician (COC & Sample Delivery to lab)  
Up to 10 hour @ \$90.00 per hour. \$ 900.00

Executive Secretary (proofing, ship & handling, administration)  
Up to 8 hours @ \$ 45.00 per hour. \$ 360.00

Report, 1 Copy \$ 270.00

Standard Shipping, Handling, of Report, 1 copy \$ 25.00

Standard Shipping, Handling, of sampling media (lab to AEH&S) \$ 500.00

Rush Shipping, Handling, of samples, (AEH&S to Lab) \$ 500.00

Communications (telecommunications, fax, email, etc.)  
(16 days @ \$25.00 per day) \$ 400.00

**Equipment Charges**

Up to six (6) Calibrated Personnel Sampling Pumps  
with associated apparatus (dedicated for up to  
3.2 additional weeks at \$100.00 per week) \$ 320.00

One (1) Calibrated TSI Dust Trak Portable Dust Monitor  
with associated apparatus (dedicated for up to 3.2 additional  
weeks at \$125.00 per week) \$ 400.00

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*Analytical Services*

80 Arsenic Copper Dust Samples plus one (8) blanks, as needed \$ 8,616.96  
*Rush laboratory turn around time* (1day for shipping and 1 day for analysis)  
*@ \$97.92 each*

**Total Estimated Project Charges** **\$ 31,155.68**

The above figure represents our best estimate for providing the above detailed services. The figure of **\$ 38,944.60** (reflecting a 25% additional charge, if and as necessary, for unforeseen circumstances) will be established as a not to exceed upset limit, for this project. Timeliness, cost effectiveness, and efficiency are AEH&S goals on all projects.

**Please accept this figure as only an estimate.** AEH&S prides itself on professionalism, attention to detail and customer service. AEH&S commits to and will do everything within our control to conduct the activity as outlined in this proposal in an expedient and timely manner. It is agreed AEH&S will not exceed this limit without first gaining your authorization.

***If necessary, additional work related to this project will be outlined and addressed with an addendum to this proposal or under a separate proposal defining the specific scope of services to be performed. No additional work relating to this project will be conducted without your prior approval.***

**SCHEDULE**

AEH&S is prepared to initiate this project as soon as possible. The actual project dates will be scheduled after receipt of your acceptance of this proposal and your written authorization to proceed.

**INVOICE AND PAYMENT TERMS**

It is agreed,

The estimated costs based upon the information at this time, for consulting time, analytical, and direct charges for this project is **\$ 31,155.68**. The above figure represents our best estimate for providing the above detailed services. The figure of **\$ 38,944.60** (reflecting a 25% margin for unforeseen circumstances) will be established as a not to exceed upset limit, for this project. Please use the figure of **\$ 38,944.60** for purchase order or like document generation.

Invoicing will occur on a weekly basis.

In the event of non-payment by **Johnson Bros. Corporation** of applicable charges relating to this project, a 18.0% annual percentage rate (APR) charge will be assessed for balances over 90 days past due and it is agreed that all legal and collection fees incurred

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by **Applied Environmental Health & Safety** to secure payment are to be paid by **Johnson Bros. Corporation**.

**Applied Environmental Health & Safety** submits this proposal with the sole intent of securing a contract for professional consulting services. **Applied Environmental Health & Safety** is prepared to proceed with the activities necessary to conduct each aspect of this proposal upon receipt of your acceptance and authorization to proceed.

The information as it is presented and contained herein is the sole property of **Applied Environmental Health & Safety** and is not offered to serve any purpose other than that for which it is intended. Any other use of this document or its contents must first be authorized, in writing from **Applied Environmental Health & Safety**. Distribution of this document to organizations other than **Johnson Bros. Corporation** is prohibited without prior written authorization from **Applied Environmental Health & Safety**.

**Applied Environmental Health & Safety** is honored to have this opportunity to serve **Johnson Bros. Corporation** in this important and timely project. Should you have any questions regarding this proposal, please contact us at (407) 888-2285.

Sincerely,



**Applied Environmental Health & Safety, Inc.**

*A Professional Occupational Safety and Environmental Health Consulting & Training Firm*

Thomas O. Murray, MS, CIH  
ABIH Certification # 3460

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**AUTHORIZATION**

Proposal Number: 0901.01.4441

**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

**Professional Services:** Perimeter Air Monitoring & Associated Activity

**Reference:** *Midway Regional Storm-water Facility & DOT SR 415 Embankment  
Project # CC-3519-08/JVP*

Your signature below and return of one original copy of this proposal with your purchase order reflecting the terms contained herein shall constitute **Applied Environmental Health & Safety, Inc**, authorization to proceed and **Johnson Bros. Corporation** acceptance of the terms and conditions contained herein.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PURCHASE ORDER NUMBER

\_\_\_\_\_  
DATE

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**STANDARD AGREEMENT PROVISIONS**

1. Client's signature, as indicated, forms a project contract. Any work ordered by client pursuant to this contract shall be governed by the Standard Agreement Provisions and set forth herein. This contract constitutes the final and entire agreement between the parties hereto and there are no understandings or agreements between them other than as set forth herein. No provision of this contract may be waived or changed except in writing and signed by both parties hereto. No variance or addition to the terms and conditions of this contract in any order from client will be binding upon AEH&S unless accepted in writing by AEH&S.
2. It is the responsibility of the client to render building plans, drawings, reports or other information available, as required, which may be useful in project completion.
3. Client understands test results, if any, are representative of conditions detected at the time of sample collection and are limited in accuracy by the specific test protocol, procedure, instrumentation sensitivity, or other conditions including, but not limited to, climatic conditions, site access, or any and all other factors that may affect the ability to obtain representative samples. Client understands test results do not guarantee sampled location to be free of sampled agents or other contaminants.
4. Client agrees AEH&S is not a generator of contamination, pollutants, toxins, and hazardous substances; client further agrees there is no warranty or guarantee by AEH&S, either expressed or implied, that the ventilation system(s), air, water (potable, ground, surface), soil, building interior finishes (including plants) and process equipment is free from any toxins, contaminants (including biological growth), or hazardous materials and substances that have been determined by proper authorities, are detrimental to the safety or health and welfare of human and animal populations and the environment.
5. Client agrees that AEH&S has no liability to client, or to any person or entity associated directly or indirectly with client or the project, for damages of any kind from services rendered by AEH&S relating to the testing, monitoring, cleaning, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether or not caused by the negligence of AEH&S.
6. All documents, to include but not limited to reports, tests, photos, notes, drawings, sketches, etc., that result from services provided by AEH&S remain the ultimate and sole property of AEH&S, and are not intended or represented to be suitable for re-use by client or others; client agrees that no deletions, additions, changes, or revisions shall be made to such documents without the express written consent of AEH&S, and such action indemnifies and holds harmless AEH&S from any and all claims, damages, losses and expenses, to include but not limited to attorney's fees, arising out of or resulting there from.
7. The undertaking by AEH&S to perform professional services defined within this contract extends only to those services specifically described herein; AEH&S agrees to perform additional services upon request by client if client agrees to provide payment for such in accordance with the AEH&S fee schedule.
8. Client hereby releases and shall indemnify, defend, and hold harmless AEH&S, its officers, agents, employees, successors and assigns, authorized representatives, and related entities from and against any and all suits, of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to be caused by the omission, fault or negligence of AEH&S arising in connection with the performance with this contract or additional work provided by AEH&S. In the event of any suits, actions, administrative proceedings, or development of any other circumstances requiring legal representation by AEH&S, then Client agrees to fund all costs of such legal representation deemed necessary by AEH&S and as selected exclusively at the discretion of AEH&S.

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Not For Distribution

9. In the event of any suits, actions or administrative proceedings, then claims, demands, damages, liabilities, reasonable attorney's fees, costs and expenses of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to caused by the omission, fault or negligence of AEH&S arising in connection with the performance with this contract or additional work provided by AEH&S, the total contractual liability of AEH&S shall be limited to the cost of services provided.
10. The Statute of Limitation for services rendered by AEH&S shall be one (1) year from the date of service or as provided by Florida law.
11. Any report generated as a work product of this contract will be prepared in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The report is generated for the exclusive use of client and is not intended for any other purposes. The report is based only upon information available to AEH&S at the time of evaluation and limited in scope to the stated purpose and/or areas evaluated. Data from collected samples, if any, may or may not be statistically valid, thereby rendering opinions based upon the limited data to be or not be representative of actual conditions. Other conditions elsewhere in the subject location(s) may differ from those in the evaluated location(s) and such conditions are unknown, may change over time, and will not have been considered. Any report, if generated, will not claim to identify all potential hazards and/or contaminants which may be present, nor will it imply any medical opinion on the relationship of potential health effects with any reported hazards and/or contaminants. Opinions formed by AEH&S will be based upon findings and professional expertise with no warranty or guarantee implied herein. The data obtained and reported will not establish habitability of the structure(s) nor will it determine if said structure(s) is safe or unsafe. Should additional information become available, AEH&S reserves the right to determine the impact, if any, of the new information on resulting opinions, conclusions, and recommendations, and to revise said opinions, conclusions and recommendations if necessary and as warranted by the discovery of the additional information. AEH&S accepts no responsibility for data/report interpretation or reliance on reported data or conclusions by others.
12. The contracting party assumes full responsibility for securing payment of all fees and expenses. AEH&S will not be responsible for billing any party other than the contracting party for payment of project invoices. CREDIT TERMS: Payment in full net thirty (30) days from date of invoice. Client agrees to pay interest at the rate of one and one half percent (1.5%) per month if full payment is not received within ninety (90) days of invoice date. If the account requires the involvement of a collection agency or attorney for collection, or if suit is brought for collection, or if collection through probate, bankruptcy or other judicial proceeding, then contracting party shall pay all costs of collection, including attorney's fees and court costs, in addition to the other amounts due. In the case of non-payment, collection proceedings will be initiated by AEH&S.

RECEIVED

JAN 20 2009

DRMP CEI Field Office

7 January, 2009

Edwin Alagano, P.E.  
DMRP  
941 Lake Baldwin Lane  
Orlando, FL 32814

**Subject: Air Monitoring  
Midway Regional Stormwater Facility/ SR415 Embankment  
Project No. CC-3519-08/JVP**

Dear Mr. Alagano:

This letter is in response to a letter dated 12/8/08. Line 1 states Johnson Bros. is responsible for onsite air monitoring of the Midway Project. Pursuant to the Environmental Special Provisions, Spec. Section 2.2.3 of the contract documents, Seminole County will be held responsible for air monitoring of workers onsite and the public offsite. Since this was not in our scope of work per the contract documents Johnson Bros. considers this work an amendment to our contract proposal. The attached pricing includes air monitoring for the earthwork in the remedial areas which will take 24 days to complete.

Johnson Bros. will submit a revised safety and health plan if this is acceptable.

Please let me know if you have any questions or need any additional information.

Sincerely,  
JOHNSON BROS.

Dean Reed  
Project Manager

Attachments: Contract Amendment Pricing

File: JBC 2638-005

*Received by e-mail  
original on file*



**JOHNSON BROS.**  
NATIONAL CIVIL CONTRACTOR

Owner: Seminole County  
FDOT  
Project #: 26-38  
JBC Job #: 002  
C.E. File  
Date: 01/07/09  
Estimator: RDR

Project: Midway Regional Stormwater Facility  
Description: Midway Air Monitoring

Item No.	Description	Quantity	Unit	Price	L&S	Labor	Material	Equipment	Subcontract	Total
<b>Applied Environmental Health &amp; Safety</b>										
	Preliminary Assessment Air Monitoring	1.00	LS	4,397.71	S	-	-	-	4,397.71	4,397.71
	Onsite Employee Monitoring & Background Air Sampling Activity during construction	1.00	LS	39,389.78	S	-	-	-	39,389.78	39,389.78
(The figures above represent APH&S's best estimate for provided the above detailed service. This figures reflect a 25% margin for unforeseen circumstances that will be established as a not to exceed limit for this project)										
<b>Johnson Bros.</b>										
	Supervisor Hazwopper Certified	240.00	HR	56.22	L	13,492.80	-	-	-	13,492.80
	Truck	240.00	HR	11.00	E	-	-	2,640.00	-	2,640.00
<i>Void</i>										
<b>Subtotal</b>						<b>13,493</b>	<b>0</b>	<b>2,640</b>	<b>43,787</b>	<b>59,920</b>

*Revised due to change in scope of work  
Add perimeter monitoring*

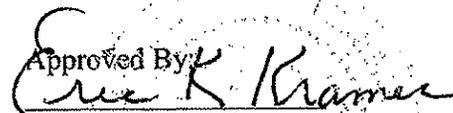
# Revised Environmental Special Provisions

For the

## Midway Regional Stormwater & Recreational Facility

### Excavation Management Plan

(Revision 1; January 27, 2009)

Approved By: 

Eric K. Kramer, P.E.

Registration Number 49462

Authorization No. 00009317

Date: 1-27-09

Pages: 1-10

## **1.0 Plan Description**

### **1.1 Purpose**

The purpose of this document is to provide guidance to the contractor for the excavation, handling, treatment and transportation of impacted soil within the stormwater ponds of the Midway Regional Stormwater & Recreational Facility. Therefore, the work for this project shall be performed by a Florida Licensed Contractor experienced in conducting environmental cleanup. Although construction in some areas may not encounter impacted soil the information presented herein can still be utilized as it is based not only on OSHA guidance but also Best Work Practices. Adherence to this plan will provide adequate safeguards for the environment and worker safety. In general, this plan provides guidance to:

- 1) Excavate impacted soil in a manner that minimizes risk of harm to the environment and human health
- 2) Inform workers of the possible presence of regulated contaminants onsite within the project area and their associated hazards in accordance with 29 CFR 1910.1200 and 29 CFR 1926.59 (Hazard Communication);
- 3) Prevent worker exposure to contaminant concentrations above the OSHA permissible exposure limits in accordance with 29 CFR 1910.1018 (arsenic), and 29 CFR 1910 Subpart Z (Toxic and Hazardous Substances).
- 4) Reduce the generation of dust and limit fugitive dust migration offsite.
- 5) Limit erosion of impacted soil to uncontrolled areas.
- 6) Provide site control protocol to track impacted soil transportation and placement

This plan does not address construction dewatering, permitting, or water quality assessment procedures. The contractor is responsible for performing all activities related to construction dewatering at the site.

### **1.2 Location**

The project boundaries are identified on Sheet 3 of the Seminole County Midway Regional Stormwater & Recreational Facility plan set. However, the scope of work extends beyond the project boundaries identified on Sheet 3 of the plan set since impacted soil will be transported offsite where FDOT District 5 is constructing improvements to SR 415. Therefore, the contractor should consider the Midway project boundaries, ingress/egress routes to SR 415 project area and impacted soil placement area as responsible areas of the project.

### **1.3 Background**

The project site was the former location of the Central Florida Research and Education Center (CFREC) which was managed by the University of Florida Institute of Food and Agricultural Sciences (IFAS) for the State of Florida. The CFREC facility was established in 1933 and expanded to include approximately twenty buildings and comprise 65 acres of land. Most of the acreage was devoted to agriculture that focused primarily on celery. Primary research at the facility included cultivar evaluators, plant nutrition studies, pest management and control studies for plant disease, insects, weeds and nematodes. During these studies several new, as well as established fertilizers, pesticides and other growth enhancing agents were distributed

on the fields. Use of these different additives until the facility was closed in 2000 has resulted in the accumulation of several constituents in concentrations that exceed the Direct Exposure for the Residential criteria of Soil Cleanup Target Levels (SCTLs) set forth by Florida Department of Environmental Protection (FDEP) in Chapter 62-777, Florida Administrative Code (FAC). Under an agreement with the state, Seminole County (County) intends to redevelop the property as a regional Stormwater management facility that includes the construction of four stormwater ponds. In addition to construction of the four stormwater ponds and associated appurtenances, the drainage ditches located west and south of stormwater pond 2 will be cleared, grubbed and backfilled to grade as indicated on the construction plans.

Several soil and groundwater quality investigations have been completed at the subject site starting in 1985 and extending up to 2006. Under the FDEP Site Investigation Section (SIS) contract, LFR Incorporated (LFR) was tasked to investigate contamination impacts within the proposed stormwater pond system. LFR prepared a letter report titled Proposed Stormwater-Management Pond Soil Quality dated October 1, 2007 that was addressed to FDEP, which summarized the analytical results of six assessment/remedial reports, in order to develop a risk based strategy that would allow construction of the stormwater management facility without causing harm to the environment or human health. Based on a review of the analytical data presented in the referenced documents, LFR concluded that no soil within the stormwater facility footprint was classified as hazardous. The primary contaminants of concern (CoC) in the stormwater management system were identified as arsenic and copper. In addition, LFR determined that based on the deep boring (greater than 2 feet below grade) sampling and analysis conducted in 2003, the arsenic concentrations are generally below the residential direct exposure SCTLs set forth in Chapter 62-777 FAC at depths below 2 feet.

LFR reviewed the soil analytical data collected in the upper two feet from each of the four stormwater pond footprints and calculated the mean arsenic concentration. In general, LFR reported the arsenic concentration in the surface soil is expected to be greater than the concentrations at deeper depths. Furthermore, if the arsenic concentration at the surface was above the residential direct exposure SCTLs, then when these soils are handled, transported, and placed during typical construction activities there would be minimal risk to human health. LFR predicated this statement on the assumption that the excavated soil would be uniformly blended so that the concentration of the soil would be averaged. LFR used the FDEP 95 Percent Upper Confidence Limit (95% UCL) statistical model to calculate the risk associated with excavating the upper two feet of soil in each pond footprint.

Using 95% UCL guidance calculations for the 119 samples collected in the footprint of Pond 4, LFR concluded there was a 95% confidence that the average arsenic concentration in the upper two feet of soil would be 1.97 milligrams per kilogram (mg/kg). This concentration is below the residential direct exposure SCTLs of 2.1 mg/kg. This data implies that the upper two feet of soil could be excavated and transported offsite to the FDOT SR 415 project with minimal risk to human health.

The 95% UCL calculation was also performed on the analytical sampling results from 42 soil samples collected within the footprint of Pond 1. This calculation indicated that the arsenic

concentrations in the soil in this area of the site can be expected to 1.57 mg/kg or less with a 95% confidence, which is below the residential direct exposure SCTLs. Hence, the soil excavated in this area of the site is suitable for offsite disposal to the FDOT SR 415 project.

LFR reviewed the data collected in the footprint of Ponds 2 and 3 and using the analytical results from 32 sample points concluded the 95% UCL concentration in this area could be expected to be 3.41 mg/kg, which exceeded the residential direct exposure SCTLs. This arsenic concentration was attributed to the high levels reported in two sample points identified as NPS85 and NPS86A, which report arsenic concentrations of 11 mg/kg and 7.1 mg/kg, respectively. However, LFR stated if these two areas were segregated out of the 95% UCL calculation, then the resulting calculation reported a value of 2.1 mg/kg, which was then acceptable for excavation and beneficial reuse in the SR 415 project. Therefore, LFR recommended that the area around these two points be excavated. The material excavated from the two referenced locations will be placed as bottom fill for the two ditches identified earlier in this section.

Although the soil within the proposed stormwater management facility is impacted with arsenic in the upper two feet, the statistical analysis of the arsenic concentrations provide a 95% confidence that the excavated soil will be at or below the residential direct exposure SCTLs and have minimal risk to the environment or human health. This 2-foot layer of top soil is referred to as "subject" soil within this document from this point forward.

## **2.0 Environmental Work Plan**

### **2.1 Plan Overview**

The components in this plan will provide guidance to the contractor from the initial erosion control setup through excavation and final placement of the subject soil to the FDOT SR 415 construction site. The County environmental representative will provide oversight for adherence of Environmental Work Plan. Key components of this plan include a site specific Health and Safety Plan (HASP), erosion control plan that also includes dust mitigation program, site control procedures for excavating and handling the top 2-feet of soil and optimize construction activities to reduce risk of detrimental exposure of subject soil to the environment and human health. The following sections describe in greater detail each of these components and provide additional detail and reference material.

### **2.2 Health and Safety Plan**

The purpose of the HASP is to detail the procedures and requirements for the contractor's personnel to be able to perform earthwork activities as detailed in the construction plans for the Midway Regional Stormwater & Recreation Facility. Exposure at levels above the OSHA permissible limits is not anticipated based on the site characterization, and previous soil cleanup activities performed to date.

### **2.2.1 Preparation of the HASP**

The HASP must be reviewed and approved by a Certified Industrial Hygienist (CIH). The CIH may be under the direct employ of the contractor or employed as a subcontractor. The CIH must be certified by the American Board of Industrial Hygiene and have a minimum of five years of CIH experience after the initial certification. This experience shall be in the area of industrial hygiene and control of hazardous waste. The HASP shall be submitted to the County no later than 30 days prior to the pre-construction conference. The County will review the HASP and provide comment as appropriate. County comments shall be incorporated into the HASP or the contractor must provide rationale on why the comments should not be incorporated into the HASP. The final HASP must be determined to be acceptable by the County prior to issuance of the Notice To Proceed. The HASP will include at a minimum the following elements:

- Introduction
  - Site Description
  - Scope of Work
  - Key Personnel and Responsibilities
- Hazard Analysis
  - Contaminants of Concern Profile
  - Hazard Communication Procedures
- Hazard Identification and Control
  - General Hazards and Controls
- Site Control/Communications
  - Site Control
  - Erosion and Sediment Control
  - Field Communications
- Emergency Response and Contingency Plan
  - Pre-emergency Plan for Site Emergencies

An outline of a typical HASP appropriate to the anticipated scope of work for this project is provided in Appendix A. This example HASP is not to be considered all inclusive and the contractor may add or delete sections as they deem appropriate; however, final approval for the contractor HASP lies with the County. The intent of the HASP is to provide a guidance document that will protect the environment and human health of the personnel working on the project.

### **2.2.2 Health and Safety Supervisor**

The contractor shall employ a site Health and Safety Supervisor to administer the requirements of the HASP on the site. The supervisor will be on the construction site during all earthwork activities within the area of concern. The primary duty of the Health and Safety Supervisor is to ensure compliance with the HASP by the contractor personnel and provide general health and safety for this project.

### **2.2.3 Air Monitoring**

Air monitoring will be performed by a qualified professional to ensure airborne hazards do not impact workers on the site, adjacent homeowners, and the surrounding environment. The

qualified professional shall have the appropriate training, experience, qualifications, and certifications to perform the monitoring activities outlined in this ESP and may be employed by the Contractor. The Contractor shall take measures to control dust on the site. If air monitoring by the qualified professional determines that dust levels are too high, the Contractor shall immediately cease any and all dust creating activities and provide appropriate measures to ensure that dust levels are reduced to a compliant level. Work may not recommence without the County's permission.

The qualified professional will collect background air samples prior to start of the project to determine the background level. During operations, the qualified professional will collect samples from the work area and adjacent areas. In addition, select Contractor personnel shall wear small portable personnel air monitors to document worker exposure. These personnel monitors and the collected samples will be handled by the qualified professional. Results from the samples will be provided to the Contractor as part of the employee right-to-know to comply with the hazard communication rule.

### **2.3 Excavation Plan**

This section provides guidance for the implementation of excavating the subject soil, and also includes site control procedures, sequencing of construction activities, and erosion and sediment control measures. Although several procedures are recommended in this section, it is up to the contractor to review and evaluate the recommendations and derive their own procedures if the recommendations do not work well with their organization. However, the contractor must submit in writing to the County at least 30 days in advance of the preconstruction meeting any deviations or alternate plans the contractor wants to follow.

#### **2.3.1 FDOT SR 415 Coordination**

The contractor shall meet with the County SR 415 construction representative to coordinate the project objectives, schedule and procedure for placing the subject soil on the SR 415 site. The contractor must invite the County environmental representatives and the FDEP representative at a minimum. The purpose of the meeting is to discuss the overall project execution, control of subject soil transport and schedule. Periodic construction progress meetings for this project should include the aforementioned stakeholders when appropriate.

During the initial kickoff meeting with County, the contractor shall present a project schedule for review with the attendees. In addition, the contractor shall provide an estimated rate at which the subject soil will be delivered to the SR 415 site to ensure this soil can be properly placed and not stock piled. The contractor shall only transport the subject soil in quantities that can be placed within the working day. In the unlikely event the subject soil is stock piled at the SR 415 site, then the soil must be covered daily with 6-mil thick polyethylene liner to prevent erosion from rainfall events. The contractor must ensure the liner is secured with sand bags or other appropriate weights to prevent slippage of the liner off the stockpile soil. Furthermore, the stock pile area must be graded to prevent runoff from impacting the pile.

### **2.3.2 Site Control**

Site control includes not only who can access the site but also the ingress/egress routes, control of the excavation and offsite transportation of the subject soil. The following sections are suggestions and the contractor can derive their own mechanism to achieve the goals of site control. However, deviations to those proposed herein must be submitted in writing to the County 30 days prior to the preconstruction meeting. The County must approve all deviations to the proposed site control measures.

#### **2.3.2.1 Excavation Areas**

Once construction activities begin the contractor is responsible for limiting site access to only those personnel having direct part in the proposed scope of work. The objectives of the proposed measures are to limit human contact with the subject soil and thereby reduce the potential for detrimental affect to human health. Site security for the purposes of protecting the site against theft and/or vandalism may coincide with the environmental security procedures but are not specifically addressed by this guidance document. The actual means of restricting site access is left up to the contractor; however, at a minimum all roads entering/exiting the site must be controlled by gates, flag persons or other equivalent method. During the construction of the stormwater management facility the contractor shall periodically review access to the site and evaluate if additional steps need to be implemented. The contractor shall implement in form or practice, suggestions made by the County regarding site security. At a minimum the site shall be gated and locked to prevent unauthorized entry. Overnight security is not required unless the risk for unauthorized access to the site is deemed sufficient to merit some form of night time security. The contractor shall maintain a record of all persons visiting the site.

#### **2.3.2.2 Ingress/Egress Routes**

The contractor shall prepare a transportation plan for submittal to the County that identifies the haul route from the site to the SR 415 construction site at least 30 days prior to the preconstruction meeting. The contractor shall use Celery Avenue to ingress/egress to the site. The County will review and submit comments as appropriate to the contractor. During the preconstruction meeting the contractor will finalize the ingress/egress routes to the site. Any access roads not used for the project shall be blocked closed either through the use of a gate, barricades or equal. The development of the haul route to the SR 415 site should be coordinated with FDOT to eliminate an excessive drive across the SR 415 construction site. Once the contractor develops the haul route to the SR 415 site the contractor shall check with the county to confirm this is the optimum route that will minimize impact to the regular traffic pattern.

#### **2.3.2.3 Manifest and Truck Haul Tickets**

An additional component of the site control plan is to ensure all subject soil gets placed in the proper location selected by FDOT in accordance with the FDEP approved Remedial Action Plan. Since both the subject soil, as well as the soil excavated below will be taken to the SR 415 construction site proper placement of the subject soil is critical. A trip ticket will be developed noting the time, date, truck number, driver name and estimated volume for each truck loaded with subject soil. No trip ticket will be required by this guidance for the soil excavated below the subject soil; however, if the contractor uses trip tickets to track trucks

there must be some mechanism to differentiate between subject soil and clean soil transport. The contractor shall turn in a log summarizing the subject soil transported offsite on a daily basis. The contractor shall retain the trip tickets for their records.

#### 2.3.2.4 Excavation Sequence

As stated in Sheet 4 of the Midway Regional Stormwater & Recreational Facility Construction drawings, work shall progress from downstream to upstream. The footprint of the stormwater ponds will be cleared and grubbed of vegetation. This cleared and grubbed debris material will be transported to a Class 1, lined landfill for disposal. The contractor shall provide trip and weight tickets that document the proper disposal of this material. The excavation plan for subject soil is to excavate the upper two feet of soil within the stormwater pond footprints. It is recommended that gradecut stakes be employed to ensure the cut is correct since this soil must be placed at the SR 415 construction at the bottom of fill areas where it will be covered by additional fill. Due to the special placement of the subject soil it is recommended that the upper two feet of soil be excavated first and transported offsite to the SR 415 construction site prior to excavating the ponds to the design grade. If the contractor elects to excavate the ponds without removing the upper two feet first, then it is the contractor's responsibility to ensure the subject soil is segregated from the rest of the excavated soil. Hence, the contractor shall submit in writing at the preconstruction meeting an excavation plan that will provide reasonable assurances that the subject soil can be separated from the other soil and that tracking of the subject soil will not be compromised.

Several areas including NPS85 and NPS86A identified in **Section 1.3 Background** of this guidance document and shown in Sheet 3A of the construction drawings have arsenic concentrations sufficiently high that the statistical model requires these areas be excavated separately from the other subject soil. These areas shall be excavated prior to work within the stormwater ponds to two feet below surface grade. The excavated soil from these areas shall be transported to the monofill area as described in the construction drawings. This soil shall be placed and compacted as directed in the construction plans so that a minimum of two feet of clean overburden can be placed on top. The excavation horizontal limits for these two areas (NPS85 & NPS86A) given in state plane coordinates as follows:

Location NPS85 (easting 581081; northing 1623079)

Point 0;	581051.470	1623101.210
Point 1;	581114.627	1623100.082
Point 2;	581110.116	1623078.654
Point 3;	581116.883	1623052.714
Point 4;	581051.470	1623053.842

Location NPS86A (easting 580887; northing 1622975)

Point 0;	580915.004	1622999.706
Point 1;	580915.004	1622953.466
Point 2;	580863.125	1622954.594
Point 3;	580857.486	1622981.661
Point 4;	580857.486	1622998.579

### **2.3.2.5 Erosion and Sediment Control**

The contractor shall maintain erosion and sediment control measures during excavation activities and shall move them appropriately as the working face of excavation moves. It is paramount that the subject soil once exposed does not experience rainfall sufficient to mobilize granular material migration to the "clean" excavated surface. Therefore, the contractor shall provide temporary erosion control of sufficient thickness and durability to cover the exposed subject soil at the completion of each working day. In addition, the contractor shall maintain silt fence and other sediment control devices near the face of the cut to prevent sediment laden runoff from the subject area onto the excavated area. Any subject soil that was excavated and is awaiting transport to the SR 415 construction site shall be covered as described in Section 2.3.1 prior to any rainfall event and at the end of active work for the day.

### **2.3.2.6 Dust Control**

The contractor shall maintain a dust free work area to the extent possible. Water shall be applied as necessary to reduce dust generation especially when traveling over the surface grade within the pond footprints. The contractor may have to take additional dust control measures based on the results of the air monitoring described in Section 2.2.3 in order to maintain airborne dust levels below those required by the monitoring. The contractor should also consider the selection of the ingress/egress routes within the project area to reduce dust generation.

The contractor shall setup a sanitization area to reduce fugitive subject soil transport offsite. Trucks loaded with subject soil that may have subject soil material bound on the tires, mud flaps and/or frame shall be brushed clean prior to leaving the project site. If the contractor has elected to excavate clean soil simultaneously with subject soil then all trucks must pass through the sanitization area for inspection and brushing if necessary.

## Bibilography

### 1. Reports as follows:

- Statistical Evaluation of Non-Point Area Distribution in Surface Soils (MACTEC; May 2003)
- Supplemental Contamination Assessment Report of Non-Point Source Area Distribution of Arsenic and Copper in Surface Soils (MACTEC; June 2003)
- Irrigation Ditch Sampling Assessment Report (MACTEC; June 2003)
- Supplemental Contamination Assessment Report Deep Soil Sample Borings Associated with Proposed Sanford Facility Stormwater Retention Ponds (MACTEC; July 2003)
- Sampling and Analysis Plan, Supplemental Surface Soil, Background Surface Soil, and Well Survey, CFREC Buildings 7001, 7008/7009, 7010, 7011, 7012 and 7029 (LFR; January 2006)
- Removal Action Report (LFR; September 2006)

**Construction Notes**

**Environmental Special Provisions  
Midway Regional Stormwater & Recreational Facility  
Excavation Management Plan**

**Background**  
The project site was the former location of the Central Florida Research and Education Center (CFREC), which was managed by the University of Florida Institute of Food and Agricultural Sciences (IFAS) for the State of Florida. Established in 1953 and expanded to include approximately twenty buildings and comprise 65 acres of land, the facility performed research on new and established fertilizers, pesticides and other growth enhancing agents that were distributed on the fields. These additives accumulated in concentrations that exceed the Direct Exposure for the Residential criteria of Soil Cleanup Target Levels (SCTLs) set forth by Florida Department of Environmental Protection (FDEP) in Chapter 62-777 Florida Administrative Code (FAC). Under an agreement with the state, Seminole County (County) intends to redevelop the property as a regional stormwater management facility that includes the construction of four stormwater ponds. Based on site assessment results a risk based strategy was developed that would allow construction of the stormwater management facility without causing harm to the environment or human health. The risk based strategy concluded from the site assessment data that no soil within the stormwater facility footprint was classified as hazardous and that the primary contaminants of concern (COC) in the stormwater management system were identified as organic and copper. Furthermore, the COCs were primarily located to the upper two feet of soil (subject soil). Therefore, the work for this project shall be performed by a Florida Licensed Contractor experienced in conducting environmental cleanup.

**Risk Notes Summary**  
The following notes are intended to provide an overview of major topics that are described in greater detail in the Environmental Special Provisions for the Midway Regional Stormwater Recreational Facility Excavation Management Plan, which is a part of the construction documents. The County environmental representative will provide oversight and adherence to the Plan. Key components of this plan include a site specific Health and Safety Plan (HASP), erosion control plan that also includes appropriate site control procedures for excavating and handling the upper 2-feet of soil and recommended procedures to reduce risk of detrimental exposure of the upper two feet of soil to the environment and human health.

**Intent of the HASP**  
The intent of the HASP is to provide a guidance document that will protect the environment and human health of the personnel working on the project. The contractor is responsible for preparation of the site HASP, which must be reviewed and approved by a Certified Industrial Hygienist (CIH). The HASP shall be submitted to the County no later than 30 days prior to the pre-construction conference for review and comment. The final HASP must be accessible by the County prior to issuance of the Notice To Proceed.

**Health and Safety Supervisor**  
The contractor shall employ a site Health and Safety Supervisor to administer the requirements of the HASP on the site. The supervisor will be on the construction site during all earthwork activities within the area of concern. The primary duty of the Health and Safety Supervisor is to ensure compliance with the HASP by the contractor personnel and provide general health and safety for this project.

**Air Monitoring**  
Air monitoring will be performed by a qualified professional to ensure airborne hazards do not impact workers on the site, adjacent homeowners, and the surrounding environment. The qualified professional shall have the appropriate training, experience, qualifications, and certifications to perform the monitoring activities outlined in this ESM and may be retained by the Contractor. The Contractor shall take measures to control dust on the site. If air monitoring by the qualified professional determines that dust levels are too high, the Contractor shall immediately cease any and all dust creating activities and provide appropriate measures to ensure that dust levels are reduced to a compliant level. Work may not recommence without the County's permission.

The qualified professional will collect background air samples prior to start of the project to determine the background level. During operations, the qualified professional will collect samples from the work area and adjacent areas. In addition, select Contractor personnel shall wear small portable personal air monitors to document worker exposure. These personal monitors and the collected samples will be handled by the qualified professional. Results from the samples will be provided to the Contractor as the owner right-to-know to comply with the hazard communication rule.

**Excavation Plan**  
Several procedures are recommended in the Environmental Special Provisions for the Midway Regional Stormwater Recreational Facility Excavation Management Plan. However, the contractor shall review and evaluate the recommendations and derive their own procedures. If the recommendations do not work well with their organization, the contractor must submit in writing to the County at least 30 days in advance of the pre-construction meeting any deviations or alternate plans the contractor wants to follow.

**POST SR 415 Coordination**  
The contractor shall meet with the County SR 415 construction representative to coordinate project objectives, schedule and procedure for placing the subject soil on the SR 415 site. The contractor must invite the County environmental representatives and the FDEP representative or a minimum. Periodic construction progress meetings for this project should include the aforementioned stakeholders when appropriate.

During the initial kickoff meeting, Contractor shall present a project schedule and estimated rate of which the upper two feet of excavated soil will be delivered to the SR 415 site. Stockpiling of soil is strongly discouraged; therefore, the contractor shall only transport this soil in quantities that can be placed within the subject soil in the vicinity of the stockpile. The subject soil to stock piled on the SR 415 site shall be covered daily with 6-mil thick polyethylene liner to prevent erosion, rainfall events. The contractor must ensure the liner is secured with sand bags and other appropriate weights to prevent the liner from the stockpile soil. The stock pile area shall be graded to prevent runoff from inundating the pile.

**Site Control**  
Site control includes who can access the site, ingress/egress routes, control of the excavation and offsite transportation of the subject soil. The following sections are suggestions and the contractor can focus on their own mechanism to achieve the site control goals. However, deviations to those proposed herein must be submitted in writing to the County 30 days prior to the preconstruction meeting. The County must approve all deviations to the proposed site control measures.

**Excavation Area**  
Contractor is responsible for limiting site access to only those personnel having direct jobs in the proposed scope of work. The actual requirements of restricting site access is at the contractor's discretion however, it is a minimum all roads enter/leave/exit the site must be controlled by gate-frog persons or other equivalent method. The contractor shall implement in form or written, suggestions made by the County regarding site security. At a minimum the site shall be gated and locked to prevent unauthorized entry; the contractor shall maintain a record of all persons visiting the site.

**Ingress/Egress Routes**  
Contractor shall prepare a transportation plan for submit to the County that identifies the haul route from the site to the SR 415 construction site at least 30 days prior to the preconstruction meeting. The County will review and comment on appropriate to the contractor. The contractor shall use Entry Access for ingress/egress to the site. The development of the haul route to the SR 415 site should be coordinated with the County to eliminate an excessive drive across the SR 415 construction site.

**Manifest and Truck Haul Tickets**  
The contractor shall use trip tickets noting the time, date, truck number, driver, use and estimated volume for each truck loaded with subject soil excavated from the stormwater ponds. No trip ticket will be required for soil excavated below two feet which is transported to the SR 415 site. However, if the contractor uses trip tickets to track all soil transport by trucks then the contractor shall develop a mechanism to differentiate between subject soil excavated from upper two feet and soil excavated below two feet. The contractor shall submit a daily basis a log summarizing soil transported offsite that was excavated from the upper two feet. The contractor shall retain the trip tickets for their records.

**Excavation Sequence**  
As stated on Sheet 4 of the Midway Regional Stormwater & Recreational Facility Construction drawings, work shall progress from downstream to upstream. The footprint of the stormwater ponds will be cleared and grubbed of vegetation. This cleared and grubbed debris material will be transported to a Class 1 lined landfill for disposal. The contractor shall provide trip and weigh tickets that document the proper disposal of this material. To excavate the upper two feet of soil within the stormwater pond footprints separately from the soil below that depth, it is recommended that grubout stakes be employed to ensure this cut is correct since the upper two feet of soil must be placed at the bottom of fill areas where it will be covered by additional fill during SR 415 construction. The contractor shall submit in writing of the preconstruction meeting a revised excavation plan if any deviate from the proposed plan, which will provide reasonable assurances that the soil excavated from the upper two feet can be separated and tracked from the soil excavated a greater depth.

Several areas including NP555 and NP56A identified in Section 1.1, Background of the Environmental Special Provisions for the Midway Regional Stormwater Recreational Facility Excavation Management Plan guidance document and as shown on Sheet 3A of the construction drawings have organic concentrations sufficiently high that these areas be excavated separately from the other impacted soil. These non-hazardous areas shall be excavated prior to work within the stormwater ponds to two feet below surface grade. The excavated soil from these areas shall be transported to the specified area as described on the construction drawings. This soil shall be placed in the nonfill area and compacted to meet the construction plans so that a minimum of two feet clean soil overburden can be placed. The horizontal excavation limits for the NP555 and NP56A areas given in state plane coordinates are as follows:

- Location NP555 (easting 581041; northing 1623079)
  - Point 01 581051.470 1623101.230
  - Point 11 581114.627 1623000.062
  - Point 21 581110.116 1623078.654
  - Point 31 581051.470 1623078.654
  - Point 41 581051.470 1623053.842
- Location NP56A (easting 580887; northing 1622975)
  - Point 01 580935.004 1622970.708
  - Point 11 580935.004 1622953.465
  - Point 21 580883.325 1622954.594
  - Point 31 580887.486 1622931.961
  - Point 41 580887.486 1622958.579

**Erosion and Sediment Control**  
The contractor shall maintain erosion and sediment control measures during excavation activities and shall move them appropriately as the working face of excavation moves. It is paramount that the upper two feet of soil once exposed does not experience rainfall sufficient to mobilize grime in material to migrate. Therefore, the contractor shall provide temporary erosion control of sufficient thickness and durability to cover the exposed subject soil of the completion of each working day. In addition, the contractor shall maintain site fence and other sediment control devices near the excavation face to prevent sediment laden runoff. Any impacted soil that was excavated and is awaiting transport to the SR 415 construction site shall be covered as previously described at the end of active work for the day or before impending rainfall events.

**Dust Control**  
The contractor shall maintain a dust free work area to the extent possible through the use of water trucks. Water shall be applied as necessary to reduce dust generation especially when traveling over the surface grade within the pond footprints. The contractor shall employ the air monitoring results and recommendations from the County environmental representative to evaluate the necessity to apply water to reduce dust generation.

The contractor shall setup a sanitization area to reduce transport of soil excavated from the upper two feet in an uncontrolled manner. Trucks loaded with soil that may have subject soil bound on the tires, mudflaps and/or frame which shall be brushed clean prior to leaving the project site. If the contractor has elected to excavate clean soil simultaneously with subject soil then all trucks must pass through the sanitization area for inspection and brushing if necessary.

Revision	Date	Approved	Designed by:	Name	Date	 <b>SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT STORMWATER MANAGEMENT DIVISION</b>	<b>MIDWAY REGIONAL STORMWATER FACILITY</b>	<b>SITE PREPARATION PLAN NOTES</b>	SHEET
REV COUNTY 3/20/20	03/20/20	MS	Drawn by:	MS	03/20/20				<b>3B</b>
REV COUNTY 03/20/20	03/20/20	MS	Checked by:	MS	03/20/20				JOB NO.
REV COUNTY 03/20/20	03/20/20	MS	Approved by:	MS	03/20/20				2200110
REV COUNTY 03/20/20	03/20/20	MS							

03/20/20 10:00 AM C:\Users\ms\Documents\2020\20200320\20200320.dwg

Initial determination  
4



1743 Wind Drift Rd. Orlando, FL 32809

Phone: 407-888-2285 Fax: 407-888-2015

December 24, 2008

**Proposal Number: 0812.P143.4435**

Mr. John Hogan  
Vice president Safety  
**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

**Professional Services:** *Preliminary Assessment - Employee Exposure Monitoring for Arsenic and Copper Dust*

**Reference:** *Midway Regional Storm water Facility & DOT SR 415 Embankment Project # CC-3519-08/JVP*

Dear John:

Thank you very much for contacting **Applied Environmental Health & Safety, Inc. (AEH&S)** about the services we provide in the field of Occupational Safety and Environmental Health. In response to your request to review the following documents:

- 1) "Review Comments of the Revised HASP" letter dated 9.9.08,
- 2) Site Health & Safety Plan and
- 3) Environmental Special Provisions for the Midway Regional Storm water Recreational Facility Excavation Management

**Applied Environmental Health & Safety, Inc. (AEH&S)** submits this proposal for your review and approval. This proposal includes sampling for air contaminants as outlined in OSHA 29 CFR 1910.1018, (1926.1118) *Arsenic*, OSHA 29 CFR 1926.55, *Copper* and 29 CFR 1910.120 (h) *Monitoring at Hazardous Waste Sites*.

**Arsenic and Copper Dust Air Contaminants:**

AEH&S will conduct preliminary employee exposure sampling during excavation operation(s) on the following job classifications operations for Arsenic and Copper dust air contaminants:

- 1) Backhoe Operator
- 2) Dump Truck Driver
- 3) Water Wagon Operator
- 4) Dozer / Roller Operator

A personal sampling technique will be employed with the sample collector fastened to the worker's clothing in the breathing zone. Full shift air monitoring shall be conducted and calibrated equipment shall be utilized to collect samples. Samples will be sent to an American Industrial Hygiene Association (AIHA) accredited laboratory for analysis.

***SCOPE OF SERVICES***

**Applied Environmental Health & Safety, Inc.:**

1. Will provide an Industrial Hygiene Technician (40 hour HAZWOPER Trained) under the direction of a Certified Industrial Hygienist to initiate the air contaminant sampling at this project by placing air-sampling pumps on selected employees.
2. Will provide the personnel, equipment, and technical expertise to collect full shift (up to 8-hour) samples for air contaminants in order to determine employee exposures at this project.
3. Will follow sampling procedures, methods, and subsequent analysis in accordance with current industrial hygiene practices and protocols.
4. Will monitor air-sampling devices throughout the full shift sample collection period to assure proper sample collection.
5. Will collect air-sampling devices once the full shift sample collection is complete.
6. Will fill out the laboratory chain of custody and ship all samples to an American Industrial Hygiene Association (AIHA) accredited laboratory.
7. Will provide shipping of sampling media (lab to AEH&S) and shipping of samples (AEH&S to Lab) and shipping of the final report (AEH&S to Johnson Bros. Corporation).
8. An American Industrial Hygiene Association (AIHA) accredited laboratory will conduct the analysis on the air sample(s) taken for this project. Rush laboratory turn around time of 48 hours will be requested (1 day for shipping and 1 day for analysis).
9. Will provide an air monitoring employee exposure report, detailing procedures, methods, findings and relevant observations. The final report will be reviewed and

approved by an American Board of Industrial Hygiene Certified Industrial Hygienist (CIH). Our report will be prepared on behalf of and for **Johnson Bros. Corporation's** exclusive use and their assigned agents.

**Johnson Bros. Corporation:**

1. Will provide access and escorts as necessary to conduct this employee exposure monitoring.
2. Will provide production rate information and written description of operation(s) information for each job classification surveyed.
3. Will provide any other information, which would be helpful during this project.

***ESTIMATED PROJECT COSTS***

Certified Industrial Hygienist (review documentation provided by <b>Johnson Bros. Corporation</b> in order to 1) develop and execute a <b>preliminary</b> personal air monitoring plan for employees directly engaged in handling the contaminated materials 2) review revised HASP and 3) develop and execute a <b>long-term on-site</b> air monitoring plan for employees directly engaged in handling the contaminated materials. <b>(Portions Accomplished 12.23.0)</b> <i>6 hours @ \$135.00 per hour</i>	\$810.00
Certified Industrial Hygienist (samp. & analysis methods determination, lab coord. pricing & schedule) <i>1 hour @ \$135.00 per hour</i>	\$135.00
Industrial Hygiene Technician (lab chain of cust, & air sampling equip. pre. & post. /calib, etc.) <i>up to 2 hours @ \$90.00 per hour</i>	\$ 180.00
Industrial Hygiene Technician (on-site time) <i>up to 9 hours @ \$90.00 per hour</i>	\$ 810.00
Industrial Hygiene Technician (travel time) <i>up to 2 hours @ \$45.00 per hour</i>	\$ 90.00
Industrial Hygiene Technician, Report Development <i>(up to 2 hours @ \$90.00 per hour)</i>	\$ 180.00
Certified Industrial Hygienist, Report Development, Review & Signoff <i>(up to 2 hours @ \$135.00 per hour)</i>	\$ 270.00
Executive Secretary, printing, proofing, invoicing, shipping & handling <i>up to 2 hours @ \$45.00 per hour</i>	\$ 90.00
Travel Expenses.	

<i>Per Diem, (1 day for 1 employee @ \$44.00 per day)</i>	\$ 44.00
<i>Mileage, as needed (up to 100 miles @ \$0.445 per mile)</i>	\$ 44.50
Report, 1 Copy	\$ 270.00
<i>Standard Shipping, Handling, of Report, 1 copy</i>	\$ 25.00
<i>Standard Shipping, Handling, of sampling media (lab to AEH&amp;S)</i>	\$ 35.00
<b><i>Rush Shipping, Handling, of samples, (AEH&amp;S to Lab)</i></b>	\$125.00
<i>Communications (telecommunications, fax, email, etc.)</i>	\$ 25.00
<b>Total Labor Charges</b>	<b>\$3,134.50</b>

#### **Equipment Charges**

<i>Up to six (6) Calibrated Personnel Sampling Pumps with associated apparatus</i>	\$ 200.00
<b>Total Equipment Charges</b>	<b>\$ 200.00</b>

#### **Analytical Services**

<i>4 Arsenic Copper Dust Samples plus one (1) blank</i>	\$ 489.60
<b><i>Rush laboratory turn around time (1 day for shipping and 1 day for analysis)</i></b> <b><i>@ \$97.92 each</i></b>	
<b>Total Estimated Project Charges</b>	<b>\$ 3,824.10</b>

**Please accept this figure as only an estimate.** AEH&S prides itself on professionalism, attention to detail and customer service. AEH&S commits to and will do everything within our control to conduct the activity as outlined in this proposal in an expedient and timely manner.

The above figure represents our best estimate for providing the above detailed services. Timeliness, cost effectiveness, and efficiency are AEH&S goals on all projects. It is agreed AEH&S will not exceed the limits quote in this proposal without first gaining your authorization.

#### **SCHEDULE**

AEH&S is prepared to begin this project after receipt of your written authorization to proceed. Final reporting will be completed within 10 days of receiving laboratory analysis for this project.

## **INVOICE AND PAYMENT TERMS**

**It is agreed,**

The estimated costs based upon the information at this time, for consulting time, analytical, and direct charges for this project is **\$ 3,824.10**. The above figure represents our best estimate for providing the above detailed services. The figure of **\$ 4,397.71** reflecting a 15% margin for unforeseen circumstances will be established as a not to exceed upset limit, for this project. Please use the figure of **\$ 4,397.71** for purchase order or like document generation.

In the event of non-payment by **Johnson Bros. Corporation** of applicable charges relating to this project, it is agreed interest will accrue at a rate of 1.5% per month on the unpaid balance 90 days past due and that all legal and collection fees, incurred by **Applied Environmental Health & Safety, Inc.** to secure payment are to be paid by **Johnson Bros. Corporation**.

**Applied Environmental, Health & Safety, Inc.** submits this proposal with the sole intent to secure a contract for professional consulting services assisting **Johnson Bros. Corporation**. **Applied Environmental Health & Safety, Inc.** is prepared to proceed with the activities necessary to conduct each aspect of this proposal.

The information as it is presented and contained herein is the sole property of **Applied Environmental Health & Safety, Inc.** and is not offered to serve any purpose other than that for which it is intended. Any other use of this document or its contents must first be authorized, in writing from **Applied Environmental Health & Safety, Inc.** Distribution of this document to organizations other than **Johnson Bros. Corporation** and its assigned agents is prohibited without prior written authorization from **Applied Environmental Health & Safety, Inc.**

**Applied Environmental Health & Safety, Inc.** is honored to have this opportunity to serve **Johnson Bros. Corporation** in this important and timely project. Should you have any questions regarding this proposal or any of our other services, please contact **AEH&S** at your convenience.

Sincerely,



**Applied Environmental Health & Safety, Inc.**

*A Professional Occupational Safety and Environmental Health Consulting & Training Firm*

Thomas O. Murray, MS, CIH  
ABIH Certification # 3460

**AUTHORIZATION**

**Proposal Number: 0812.P143.4435**

**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

**Professional Services:** *Preliminary Assessment - Employee Exposure Monitoring for Arsenic and Copper Dust*

**Reference:** *Midway Regional Storm water Facility & DOT SR 415 Embankment Project # CC-3519-08/JVP*

Your signature below and return of one original copy of this proposal with your purchase order reflecting the terms contained herein shall constitute **AEH&S** authorization to proceed and **Johnson Bros. Corporation** acceptance of the terms, conditions and standard agreement provisions contained herein.

\_\_\_\_\_  
NAME TITLE

\_\_\_\_\_  
PURCHASE ORDER NUMBER DATE

## STANDARD AGREEMENT PROVISIONS

1. Client's signature, as indicated, forms a project contract. Any work ordered by client pursuant to this contract shall be governed by the Standard Agreement Provisions and set forth herein. This contract constitutes the final and entire agreement between the parties hereto and there are no understandings or agreements between them other than as set forth herein. No provision of this contract may be waived or changed except in writing and signed by both parties hereto. No variance or addition to the terms and conditions of this contract in any order from client will be binding upon **AEH&S** unless accepted in writing by **AEH&S**.
2. It is the responsibility of the client to render building plans, drawings, reports or other information available, as required, which may be useful in project completion.
3. Client understands test results, if any, are representative of conditions detected at the time of sample collection and are limited in accuracy by the specific test protocol, procedure, instrumentation sensitivity, or other conditions including, but not limited to, climatic conditions, site access, or any and all other factors that may affect the ability to obtain representative samples. Client understands test results do not guarantee sampled location to be free of sampled agents or other contaminants.
4. Client agrees **AEH&S** is not a generator of contamination, pollutants, toxins, and hazardous substances; client further agrees there is no warranty or guarantee by **AEH&S**, either expressed or implied, that the ventilation system(s), air, water (potable, ground, surface), soil, building interior finishes (including plants) and process equipment is free from any toxins, contaminants (including biological growth), or hazardous materials and substances that have been determined by proper authorities, are detrimental to the safety or health and welfare of human and animal populations and the environment.
5. Client agrees that **AEH&S** has no liability to client, or to any person or entity associated directly or indirectly with client or the project, for damages of any kind from services rendered by **AEH&S** relating to the testing, monitoring, cleaning, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether or not caused by the negligence of **AEH&S**.
6. All documents, to include but not limited to reports, tests, photos, notes, drawings, sketches, etc., that result from services provided by **AEH&S** remain the ultimate and sole property of **AEH&S**, and are not intended or represented to be suitable for re-use by client or others; client agrees that no deletions, additions, changes, or revisions shall be made to such documents without the express written consent of **AEH&S**, and such action indemnifies and holds harmless **AEH&S** from any and all claims, damages, losses and expenses, to include but not limited to attorney's fees, arising out of or resulting there from.
7. The undertaking by **AEH&S** to perform professional services defined within this contract extends only to those services specifically described herein; **AEH&S** agrees to perform additional services upon request by client if client agrees to provide payment for such in accordance with the **AEH&S** fee schedule.
8. Client hereby releases and shall indemnify, defend, and hold harmless **AEH&S**, its officers, agents, employees, successors and assigns, authorized representatives, and related entities from and against any and all suits, of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to be caused by the omission, fault or negligence of **AEH&S** arising in connection with the performance with this contract or additional work provided by **AEH&S**. In the event of any suits, actions, administrative proceedings, or development of any other circumstances requiring legal representation by **AEH&S**, then Client agrees to fund all costs of such legal representation deemed necessary by **AEH&S** and as selected exclusively at the discretion of **AEH&S**.
9. In the event of any suits, actions or administrative proceedings, then claims, demands, damages, liabilities, reasonable attorney's fees, costs and expenses of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to be caused by the omission,

10. The Statute of Limitation for services rendered by **AEH&S** shall be one (1) year from the date of service or as provided by Florida law.
11. Any report generated as a work product of this contract will be prepared in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The report is generated for the exclusive use of client and is not intended for any other purposes. The report is based only upon information available to **AEH&S** at the time of evaluation and limited in scope to the stated purpose and/or areas evaluated. Data from collected samples, if any, may or may not be statistically valid, thereby rendering opinions based upon the limited data to be or not be representative of actual conditions. Other conditions elsewhere in the subject location(s) may differ from those in the evaluated location(s) and such conditions are unknown, may change over time, and will not have been considered. Any report, if generated, will not claim to identify all potential hazards and/or contaminants which may be present, nor will it imply any medical opinion on the relationship of potential health effects with any reported hazards and/or contaminants. Opinions formed by **AEH&S** will be based on findings and upon professional expertise with no warranty or guarantee implied herein. The data obtained and reported will not establish habitability of the structure(s) nor will it determine if said structure(s) is safe or unsafe. Should additional information become available, **AEH&S** reserves the right to determine the impact, if any, of the new information on resulting opinions, conclusions, and recommendations, and to revise said opinions, conclusions and recommendations if necessary and as warranted by the discovery of the additional information. **AEH&S** accepts no responsibility for data/report interpretation or reliance on reported data or conclusions by others.
12. The contracting party assumes full responsibility for securing payment of all fees and expenses. **AEH&S** will not be responsible for billing any party other than the contracting party for payment of project invoices. CREDIT TERMS: Payment in full net thirty (30) days from date of invoice. Client agrees to pay interest at the rate of one and one half percent (1.5%) per month if full payment is not received within thirty (90) days of invoice date. If the account requires the involvement of a collection agency or attorney for collection, or if suit is brought for collection, or if collection through probate, bankruptcy or other judicial proceeding, then contracting party shall pay all costs of collection, including attorney's fees and court costs, in addition to the other amounts due. In the case of non-payment, collection proceedings will be initiated by **AEH&S**.



December 30, 2008

Proposal Number: 0812.P144.4436

Mr. John Hogan  
Vice President, Safety  
**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

**Professional Services:** On site Employee Exposure Monitoring & Background Air Sampling Activity (Midway Project)

**Reference:** *Midway Regional Storm-water Facility & DOT SR 415 Embankment Project # CC-3519-08/JVP*

Dear John:

Thank you very much for contacting **Applied Environmental Health & Safety, Inc. (AEH&S)** about the services we provide in the field of Occupational Safety and Environmental Health. Please accept this letter as a proposal for conducting the above delineated Professional Services for **Johnson Bros. Corporation**.

This proposal includes sampling for air contaminants as outlined in OSHA 29 CFR 1910.1018, (1926.1118) *Arsenic*, OSHA 29 CFR 1926.55, *Copper* and 29 CFR 1910.120 (h) *Monitoring at Hazardous Waste Sites*.

**AEH&S** will furnish all labor, supervision, materials and services per this proposal. All work to be conducted in a timely and workmanlike manner by a Certified Industrial Hygienist and/or Industrial Hygiene Technician(s).

Time estimations in this proposal are based upon information as provided by **Johnson Bros. Corporation**.

This proposal anticipates an **AEH&S** 40 hour HAZWOPER trained Industrial Hygiene Technician to be dedicated full time to this project for the purpose of conducting air monitoring. An Industrial Hygiene Technician dedicated full time to this project may be overly aggressive and is only provided in this proposal as a worst case scenario for estimating purposes.

Employee exposure monitoring for arsenic and copper will be conducted on a daily basis on the job classification operations during excavation as delineated below. Additionally, background dust readings from a real time aerosol monitor (Dust Trak) will be collected on a daily basis on the job classification operations during excavation as delineated below.

**If air contaminant levels are in compliance with the OSHA arsenic, copper and respirable dust standards, employee exposure monitoring and real time direct reading of background dust levels will be curtailed. Employee exposure monitoring and real time direct reading of background dust levels will be conducted on an as needed basis, but not less than once a week for the job classification operations during excavation as delineated below.**

**Arsenic and Copper Dust Air Contaminants:**

AEH&S will conduct daily employee exposure sampling during excavation operation(s) on the following job classification operations for arsenic and copper dust air contaminants:

- 1) Backhoe Operator
- 2) Dump Truck Driver
- 3) Water Wagon Operator
- 4) Dozer / Roller Operator

A personal sampling technique will be employed with the sample collector fastened to the worker's clothing in the breathing zone. Full shift air monitoring shall be conducted and calibrated equipment shall be utilized to collect samples. Samples will be sent to an American Industrial Hygiene Association (AIHA) accredited laboratory for analysis.

**Dust (Particulates) Detection and Analysis**

**TSI Dust Trak Portable Dust Monitor**

A TSI Dust Trak portable dust monitor will be used to determine background dust levels for this project. Particle readings will be taken daily and especially on days when the site is particularly dry or dusty.

The Dust Trak is a calibrated, portable, direct reading dust monitor that delivers single particle counts and size classifications in real time. The air sample is drawn into the device via a volume controlled pump and sized using light scattering technology to determine mass concentration of dust in the air. Dust concentrations are measured in milligrams per cubic meter (mg/m<sup>3</sup>). The flow rate on the Dust Trak is set at 1.7 liters per minute (L/min).

Based upon an 8-hour time weighted average, background particulate levels will be determined during the air quality surveys in order to determine compliance with the OSHA PEL of 5 mg/m<sup>3</sup> for respirable dust.

## SCOPE OF SERVICES

### Applied Environmental Health & Safety:

1. Will provide a Certified Industrial Hygienist and/or an Industrial Hygiene Technician(s) to oversee all aspects of this project. All AEH&S personnel are 40 hour HAZWOPER trained with appropriate refresher classes.
2. Will meet with key employees from **Johnson Bros.**, for a site overview and for planning purposes, as needed.
3. Will provide an Industrial Hygiene Technician in order to conduct employee exposure monitoring & background air sampling during site activity.
4. Will provide laboratory analytical reports as needed and a final (1 copy) formal air quality sampling report at the conclusion of the project.

### Johnson Bros. Corporation:

1. Will provide or coordinate the provision for access and escorts as necessary to conduct on site activity.
2. Will provide or coordinate the provision for key employees to assist in this project.
3. Will provide or coordinate the provision for any other information that may be helpful during this project.

### ESTIMATED COSTS

Based upon 24 Days, (8) hours per day activity at site

$$\underline{24} \times \underline{8} = 192 \text{ hours}$$

#### **Certified Industrial Hygienist**

(Employee Exposure Monitoring & Background Air Sampling Activity)

Estimated at 16 hours @ \$ 135.00 per hour \$ 2,160.00

#### **Certified Industrial Hygienist**

(Travel Time estimated at 6 hours @ \$ 67.50 per hour) \$ 405.00

Mileage estimated at (500 miles at \$ 0.505 per mile) \$ 252.50

#### **Industrial Hygiene Technician**

(Employee Exposure Monitoring & Background Air Sampling Activity)

Estimated at 192 hours @ \$ 90.00 per hour \$ 17,280.00

**Industrial Hygiene Technician**

Travel Time estimated at 36 hours @ \$ 45.00 per hours	\$ 1,620.00
Mileage estimated at (1,680 miles at \$ 0.505 per mile)	\$848.40
Per Diem estimated at (24 days @ \$ 30.00 per day)	\$ 720.00
CIH & Licensed Asbestos Consultant (Final Report Development) <i>Up to 8 hours @ \$135.00 per hour.</i>	\$ 1,080.00
Industrial Hygiene Technician (Final Report Development) <i>Up to 8 hours @ \$ 90.00 per hour.</i>	\$720.00
Industrial Hygiene Technician (COC & Sample Delivery to lab) <i>Up to 10 hour @ \$90.00 per hour.</i>	\$ 900.00
Executive Secretary (proofing, ship & handling, administration) <i>Up to 8 hours @ \$ 45.00 per hour.</i>	\$360.00
Report, 1 Copy	\$ 270.00
<i>Standard</i> Shipping, Handling, of Report, 1 copy	\$ 25.00
<i>Standard</i> Shipping, Handling, of sampling media (lab to AEH&S)	\$ 100.00
<i>Rush</i> Shipping, Handling, of samples, (AEH&S to Lab)	\$500.00
Communications ( <i>telecommunications, fax, email, etc.</i> ) (24 days @ \$25.00 per day)	\$ 600.00

**Equipment Charges**

<i>Up to six (6) Calibrated Personnel Sampling Pumps with associated apparatus (dedicated for up to 5 weeks at \$100.00 per week)</i>	\$ 500.00
<i>One (1) Calibrated TSI Dust Trak Portable Dust Monitor with associated apparatus (dedicated for up to 5 weeks at \$125.00 per week)</i>	\$ 625.00
<b>Total Equipment Charges</b>	<b>\$ 1,125.00</b>

**Analytical Services**

<i>25 Arsenic Copper Dust Samples plus one (1) blank Rush laboratory turn around time (1day for shipping and 1 day for analysis) @ \$97.92 each</i>	\$ 2,545.92
<b>Total Estimated Project Charges</b>	<b>\$ 31,511.82</b>

The above figure represents our best estimate for providing the above detailed services. The figure of \$ 39,389.78 (reflecting a 25% additional charge, if and as necessary, for unforeseen circumstances) will be established as a not to exceed upset limit, for this project. Timeliness, cost effectiveness, and efficiency are AEH&S goals on all projects.

**Please accept this figure as only an estimate.** AEH&S prides itself on professionalism, attention to detail and customer service. AEH&S commits to and will do everything within our control to conduct the activity as outlined in this proposal in an expedient and timely manner. It is agreed AEH&S will not exceed this limit without first gaining your authorization.

***If necessary, additional work related to this project will be outlined and addressed with an addendum to this proposal or under a separate proposal defining the specific scope of services to be performed. No additional work relating to this project will be conducted without your prior approval.***

## **SCHEDULE**

AEH&S is prepared to initiate this project as soon as possible. The actual project dates will be scheduled after receipt of your acceptance of this proposal and your written authorization to proceed.

## **INVOICE AND PAYMENT TERMS**

It is agreed,

The estimated costs based upon the information at this time, for consulting time, analytical, and direct charges for this project is \$ 31,511.82. The above figure represents our best estimate for providing the above detailed services. The figure of \$ 39,389.78 (reflecting a 25% margin for unforeseen circumstances) will be established as a not to exceed upset limit, for this project. Please use the figure of \$ 39,389.78 for purchase order or like document generation.

Invoicing will occur on a weekly basis.

In the event of non-payment by **Johnson Bros. Corporation** of applicable charges relating to this project, a 18.0% annual percentage rate (APR) charge will be assessed for balances over 90 days past due and it is agreed that all legal and collection fees incurred by **Applied Environmental Health & Safety** to secure payment are to be paid by **Johnson Bros. Corporation**.

**Applied Environmental Health & Safety** submits this proposal with the sole intent of securing a contract for professional consulting services. **Applied Environmental Health & Safety** is prepared to proceed with the activities necessary to conduct each aspect of this proposal upon receipt of your acceptance and authorization to proceed.

The information as it is presented and contained herein is the sole property of **Applied Environmental Health & Safety** and is not offered to serve any purpose other than that for which it is intended. Any other use of this document or its contents must first be authorized, in writing from **Applied Environmental Health & Safety**. Distribution of this document to organizations other than **Johnson Bros. Corporation** is prohibited without prior written authorization from **Applied Environmental Health & Safety**.

**Applied Environmental Health & Safety** is honored to have this opportunity to serve **Johnson Bros. Corporation** in this important and timely project. Should you have any questions regarding this proposal, please contact us at (407) 888-2285.

Sincerely,



**Applied Environmental Health & Safety, Inc.**

*A Professional Occupational Safety and Environmental Health Consulting & Training Firm*

A handwritten signature in cursive script that reads 'Tom Murray'.

Thomas O. Murray, MS, CIH  
ABIH Certification # 3460

**AUTHORIZATION**

Proposal Number: 0812.P144.4436

**Johnson Bros. Corporation**  
7500 Municipal Drive  
Orlando, FL 32819

**Professional Services:** On site Employee Exposure Monitoring & Background Air  
Sampling Activity (Midway Project)

**Reference:** *Midway Regional Storm water Facility & DOT SR 415 Embankment  
Project # CC-3519-08/JVP*

Your signature below and return of one original copy of this proposal with your purchase order reflecting the terms contained herein shall constitute **Applied Environmental Health & Safety, Inc**, authorization to proceed and **Johnson Bros. Corporation** acceptance of the terms and conditions contained herein.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PURCHASE ORDER NUMBER

\_\_\_\_\_  
DATE

## STANDARD AGREEMENT PROVISIONS

1. Client's signature, as indicated, forms a project contract. Any work ordered by client pursuant to this contract shall be governed by the Standard Agreement Provisions and set forth herein. This contract constitutes the final and entire agreement between the parties hereto and there are no understandings or agreements between them other than as set forth herein. No provision of this contract may be waived or changed except in writing and signed by both parties hereto. No variance or addition to the terms and conditions of this contract in any order from client will be binding upon **AEH&S** unless accepted in writing by **AEH&S**.
2. It is the responsibility of the client to render building plans, drawings, reports or other information available, as required, which may be useful in project completion.
3. Client understands test results, if any, are representative of conditions detected at the time of sample collection and are limited in accuracy by the specific test protocol, procedure, instrumentation sensitivity, or other conditions including, but not limited to, climatic conditions, site access, or any and all other factors that may affect the ability to obtain representative samples. Client understands test results do not guarantee sampled location to be free of sampled agents or other contaminants.
4. Client agrees **AEH&S** is not a generator of contamination, pollutants, toxins, and hazardous substances; client further agrees there is no warranty or guarantee by **AEH&S**, either expressed or implied, that the ventilation system(s), air, water (potable, ground, surface), soil, building interior finishes (including plants) and process equipment is free from any toxins, contaminants (including biological growth), or hazardous materials and substances that have been determined by proper authorities, are detrimental to the safety or health and welfare of human and animal populations and the environment.
5. Client agrees that **AEH&S** has no liability to client, or to any person or entity associated directly or indirectly with client or the project, for damages of any kind from services rendered by **AEH&S** relating to the testing, monitoring, cleaning, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether or not caused by the negligence of **AEH&S**.
6. All documents, to include but not limited to reports, tests, photos, notes, drawings, sketches, etc., that result from services provided by **AEH&S** remain the ultimate and sole property of **AEH&S**, and are not intended or represented to be suitable for re-use by client or others; client agrees that no deletions, additions, changes, or revisions shall be made to such documents without the express written consent of **AEH&S**, and such action indemnifies and holds harmless **AEH&S** from any and all claims, damages, losses and expenses, to include but not limited to attorney's fees, arising out of or resulting there from.
7. The undertaking by **AEH&S** to perform professional services defined within this contract extends only to those services specifically described herein; **AEH&S** agrees to perform additional services upon request by client if client agrees to provide payment for such in accordance with the **AEH&S** fee schedule.
8. Client hereby releases and shall indemnify, defend, and hold harmless **AEH&S**, its officers, agents, employees, successors and assigns, authorized representatives, and related entities from and against any and all suits, of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to be caused by the omission, fault or negligence of **AEH&S** arising in connection with the performance with this contract or additional work provided by **AEH&S**. In the event of any suits, actions, administrative proceedings, or development of any other circumstances requiring legal representation by **AEH&S**, then Client agrees to fund all costs of such legal representation deemed necessary by **AEH&S** and as selected exclusively at the discretion of **AEH&S**.

9. In the event of any suits, actions or administrative proceedings, then claims, demands, damages, liabilities, reasonable attorney's fees, costs and expenses of whatsoever kind of nature in any manner directly caused, occasioned or contributed in whole or in part or claimed to be caused by the omission, fault or negligence of **AEH&S** arising in connection with the performance with this contract or additional work provided by **AEH&S**, the total contractual liability of **AEH&S** shall be limited to the cost of services provided.
10. The Statute of Limitation for services rendered by **AEH&S** shall be one (1) year from the date of service or as provided by Florida law.
11. Any report generated as a work product of this contract will be prepared in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. The report is generated for the exclusive use of client and is not intended for any other purposes. The report is based only upon information available to **AEH&S** at the time of evaluation and limited in scope to the stated purpose and/or areas evaluated. Data from collected samples, if any, may or may not be statistically valid, thereby rendering opinions based upon the limited data to be or not be representative of actual conditions. Other conditions elsewhere in the subject location(s) may differ from those in the evaluated location(s) and such conditions are unknown, may change over time, and will not have been considered. Any report, if generated, will not claim to identify all potential hazards and/or contaminants which may be present, nor will it imply any medical opinion on the relationship of potential health effects with any reported hazards and/or contaminants. Opinions formed by **AEH&S** will be based upon findings and professional expertise with no warranty or guarantee implied herein. The data obtained and reported will not establish habitability of the structure(s) nor will it determine if said structure(s) is safe or unsafe. Should additional information become available, **AEH&S** reserves the right to determine the impact, if any, of the new information on resulting opinions, conclusions, and recommendations, and to revise said opinions, conclusions and recommendations if necessary and as warranted by the discovery of the additional information. **AEH&S** accepts no responsibility for data/report interpretation or reliance on reported data or conclusions by others.
12. The contracting party assumes full responsibility for securing payment of all fees and expenses. **AEH&S** will not be responsible for billing any party other than the contracting party for payment of project invoices. **CREDIT TERMS:** Payment in full net thirty (30) days from date of invoice. Client agrees to pay interest at the rate of one and one half percent (1.5%) per month if full payment is not received within ninety (90) days of invoice date. If the account requires the involvement of a collection agency or attorney for collection, or if suit is brought for collection, or if collection through probate, bankruptcy or other judicial proceeding, then contracting party shall pay all costs of collection, including attorney's fees and court costs, in addition to the other amounts due. In the case of non-payment, collection proceedings will be initiated by **AEH&S**.

GEC PRICE



*At the very foundation of our community*

January 15, 2009

Johnson Brother's Corporation  
7500 Municipal Drive  
Orlando, Florida 32819

Attention: Mr. Dean Reed  
Project Manager

Subject: Air Monitoring Scope and Cost Evaluation  
**Midway Regional Stormwater Facility**  
Seminole County, Florida  
GEC Proposal No. 6010E

Dear Mr. Reed:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present this Air Monitoring (AM) Scope and Cost Evaluation for the Midway Regional Stormwater Facility (Midway) project.

Due to the unique nature of this project, GEC has developed a Site Specific Health and Safety Plan (SSHASP), trained personnel on the use of personal and perimeter air monitoring, setup the perimeter air monitoring zones, generated site maps, and collected initial background readings. This scope of work will include perimeter air monitoring, personal air monitoring, and post-construction reporting as required by the Contract Environmental Special Provisions (ESP).

### **Scope**

#### **1.0 Air Monitoring During Removal Of The Top 24-Inches Of Soil**

##### *1.1 Perimeter Air Monitoring*

Perimeter air monitoring is required by the Contract ESP. Work provided under this task will include a one-man crew during the following activities:

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DRMP CEI Field Office

*By E-mail  
From Dean R*

919 Lake Baldwin Lane, Orlando, FL 32814  
P: 407/898-1818 F: 407/898-1837  
www.g-e-c.com

OFFICES IN ORLANDO AND KISSIMMEE

- ◆ Clearing and chipping (7 days);
- ◆ Silt Fence (5 days);
- ◆ Soil Tracking Device (2 days);
- ◆ Grub and stockpile 3-inches across site (14 days);
- ◆ Clear and grub 3-inches from remedial areas (5 days).

Work provided under this task will include a two-man crew during the following activities:

- ◆ Excavate monofill site (8 days);
- ◆ Excavate 21-inches from remedial areas (15 days); and
- ◆ Grub remaining 21-inches from across site (12 days).

The crew will conduct perimeter monitoring per the ESP in accordance with GEC's CIH. The crew will utilize a dust aerosol monitor to detect dust concentrations. The collection points will be based on wind direction, visible dust clouds, and professional judgment. A GPS unit will be used to log data collection points for each monitor.

## *2.2 Personal Air Monitoring*

Work provided under this task will include a one-man crew during the following activities:

- ◆ Excavate monofill site (1 day);
- ◆ Excavate 21-inches from remedial areas (1 day); and
- ◆ Grub remaining 21-inches from across site (1 day).

This person will equip and train contractor personnel in the proper use of personal air monitors. The five contractor employees will wear the PAMs during the first days of each task. The PAMs will be shipped overnight at the end of each day to Galson Laboratories where they will be analyzed by National Institute for Occupational Safety and Health (NIOSH) Method 7300 for arsenic on a 24-hour turn around basis. The personal air monitoring will be suspended after the first day of each event if the analytical results are below the OSHA PEL for arsenic. If the analytical results are above the OSHA PEL for arsenic personal air monitoring will continue until the analytical results are below the PEL for arsenic.

## **5.0 Post-Construction**

Work provided under this task will include data table and figure generation, data review, and project close out submittals.

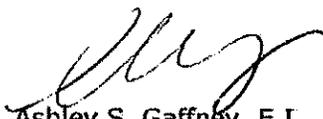
**Cost**

The GEC total cost of **\$99,198.39** includes perimeter air monitoring from January 19, 2009 through April 13, 2009, personal air monitoring for the three events that occur during the remedial area excavation, and post-construction work. Additional funds will be required if the personal air sampling analytical results warrant additional sampling events. Each additional personal air sampling event will cost an additional \$2,588.02.

**Closure**

GEC appreciates the opportunity to submit this correspondence and we look forward to being of service on this project. If you have any questions regarding this cost schedule, or if we can be of further assistance, please contact us.

Very truly yours,



Ashley S. Gaffney, E.I.  
Project Manager



Thomas J. Mulligan, P.E.  
Environmental Service Manager

ASG/TJM/crp

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# SEMINOLE MIDWAY REGIONAL STORMWATER FACILITY

## AIR MONITORING

### GEC PROPOSAL NO. 6010E

TASK	QUANTITY	UNITS	COST	TOTAL
<b>1.0 AIR MONITORING DURING THE TOP 24-INCHES</b>				
Work provided under this task will include air monitoring for the perimeter during the top 24-inches of excavation and personal air monitoring (PAM) for five contractor employees during the excavation of the remedial areas (approximately 5 weeks). PAM samples will be collected from all five contractor employees on the first day of each event if the samples come back below PEL no further sampling will be conducted during that event. The PAM samples will be shipped overnight to Galson Labs and analyzed by NIOSH 7300 for arsenic on a 24-hour turn around basis.				
<b>1.1 PERIMETER AIR MONITORING (January 19 through April 13, 2009)</b>				
Work provided under this task will include one Senior Environmental Technician on site during events 1.1.1 through 1.1.5. For events 1.1.6 through 1.1.8 two Senior Environmental Technicians will be onsite (one at Midway and one at SR415). They will be collecting dust aerosol readings from property boundary zones and within the work zones.				
<b>1.1.1 CLEAR AND CHIP (A1010) (7 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	7	hours	\$81.58	\$571.06
SENIOR ENGINEERING TECHNICIAN	63	hours	\$67.84	\$4,273.92
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR	7	days	\$85.00	\$595.00
GPS STANDARD UNIT	7	days	\$25.00	\$175.00
TRUCK	1	months	\$500.00	\$500.00
<b>1.1.2 SILT FENCE (A1020) (5 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	5	hours	\$81.58	\$407.90
SENIOR ENGINEERING TECHNICIAN	40	hours	\$67.84	\$2,713.60
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR	5	days	\$85.00	\$425.00
GPS STANDARD UNIT	5	days	\$25.00	\$125.00
TRUCK (covered under 1.1.1 truck)	0	months	\$500.00	\$0.00
<b>1.1.3 SOIL TRACKING DEVICES (A1030) (2 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	2	hours	\$81.58	\$163.16
SENIOR ENGINEERING TECHNICIAN	18	hours	\$67.84	\$1,221.12
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR	2	days	\$85.00	\$170.00
GPS STANDARD UNIT	2	days	\$25.00	\$50.00
TRUCK (covered under 1.1.1 truck)	0	months	\$500.00	\$0.00
<b>1.1.4 GRUB AND STOCKPILE 3" ACROSS SITE (A1040) (14 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	5	hours	125.44	\$627.20
PROJECT MANAGER	14	hours	\$81.58	\$1,142.12
SENIOR ENGINEERING TECHNICIAN	126	hours	\$67.84	\$8,547.84
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR	14	days	\$85.00	\$1,190.00
GPS STANDARD UNIT	14	days	\$25.00	\$350.00
TRUCK	1	months	\$500.00	\$500.00
<b>1.1.5 CLEAR AND GRUB 3" FROM REMEDIAL AREAS (A1050) (5 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	5	hours	\$81.58	\$407.90
SENIOR ENGINEERING TECHNICIAN	40	hours	\$67.84	\$2,713.60
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR	5	days	\$85.00	\$425.00
GPS STANDARD UNIT	5	days	\$25.00	\$125.00
TRUCK (covered under 1.1.4 truck)	0	months	\$500.00	\$0.00

## SEMINOLE MIDWAY REGIONAL STORMWATER FACILITY

### AIR MONITORING

#### GEC PROPOSAL NO. 6010E

TASK	QUANTITY	UNITS	COST	TOTAL
<b>1.1.6 EXCAVATE MONOFILL SITE (A1060) (8 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	4	hours	125.44	\$501.76
PROJECT MANAGER	8	hours	\$81.58	\$652.64
SENIOR ENGINEERING TECHNICIAN (2)	144	hours	\$67.84	\$9,768.96
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR (2)	16	days	\$85.00	\$1,360.00
GPS STANDARD UNIT (2)	16	days	\$25.00	\$400.00
TRUCK	2	months	\$500.00	\$1,000.00
<b>1.1.7 EXCAVATE 21" FROM REMEDIAL AREAS (A1070) (15 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	5	hours	125.44	\$627.20
PROJECT MANAGER	15	hours	\$81.58	\$1,223.70
SENIOR ENGINEERING TECHNICIAN (2)	270	hours	\$67.84	\$18,316.80
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR (2)	30	days	\$85.00	\$2,550.00
GPS STANDARD UNIT (2)	30	days	\$25.00	\$750.00
TRUCK	1	months	\$500.00	\$500.00
<b>1.1.8 GRUB REMAINING 21" ACROSS SITE (A1080) (12 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	5	hours	125.44	\$627.20
PROJECT MANAGER	12	hours	\$81.58	\$978.96
SENIOR ENGINEERING TECHNICIAN (2)	216	hours	\$67.84	\$14,653.44
EQUIPMENT RENTAL				
DUST AEROSOL MONITOR (2)	24	days	\$85.00	\$2,040.00
GPS STANDARD UNIT (2)	24	days	\$25.00	\$600.00
TRUCK	1	months	\$500.00	\$500.00
<b>1.1 TOTAL LABOR COSTS</b>				<b>\$71,143.60</b>
<b>1.1 TOTAL NON-LABOR COST</b>				<b>\$14,330.00</b>
<b>1.1 TOTAL</b>				<b>\$85,473.60</b>

### 1.2 PERSONAL AIR MONITORING

Work provided under this task includes one Senior Environmental Technician conducting personal air monitoring for five (5) Johnson Brother's employees on the first day of each event during the excavation of the remedial areas. The personal air monitors will be worn by JB's employees for a minimum of 8 hrs and shipped overnight to Galson labs where they will be analyzed by NIOSH 7300 for arsenic on a 24 hr turnaround basis. JB and their employees will be notified of the results within 5 working days. If samples from the first day of a event comes back with arsenic concentrations above the PEL samples will continue to be collected until the samples come back below the PEL.

#### 1.2.1 CLEAR AND GRUB 3" FROM REMEDIAL AREAS (A1050) (1 DAYS AT 9 HRS/DAY)

ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	1	hours	\$81.58	\$81.58
SENIOR ENGINEERING TECHNICIAN	9	hours	\$67.84	\$610.56
EQUIPMENT RENTAL				
PERSONAL AIR PUMP	5	days	\$85.00	\$425.00
ANALYTICAL (NIOSH 7300) (5 + blank)	6	days	\$100.00	\$600.00
SHIPPING (overnight to site/ overnight to lab)	2	each	\$60.00	\$120.00
TRUCK	1	months	\$500.00	\$500.00

#### 1.2.2 EXCAVATE MONOFILL SITE (A1060) (1 DAYS AT 9 HRS/DAY)

ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	1	hours	\$81.58	\$81.58
SENIOR ENGINEERING TECHNICIAN	9	hours	\$67.84	\$610.56
EQUIPMENT RENTAL				
PERSONAL AIR PUMP	5	days	\$85.00	\$425.00
ANALYTICAL (NIOSH 7300) (5 + blank)	6	days	\$100.00	\$600.00
SHIPPING (overnight to site/ overnight to lab)	2	each	\$60.00	\$120.00
TRUCK	1	months	\$500.00	\$500.00

**SEMINOLE MIDWAY REGIONAL STORMWATER FACILITY  
AIR MONITORING  
GEC PROPOSAL NO. 6010E**

<b>TASK</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>COST</b>	<b>TOTAL</b>
<b>1.2.3 EXCAVATE 21" FROM REMEDIAL AREAS (A1070) (1 DAYS AT 9 HRS/DAY)</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	2	hours	125.44	\$250.88
PROJECT MANAGER	1	hours	\$81.58	\$81.58
SENIOR ENGINEERING TECHNICIAN	9	hours	\$67.84	\$610.56
<b>EQUIPMENT RENTAL</b>				
PERSONAL AIR PUMP	5	days	\$85.00	\$425.00
ANALYTICAL (NIOSH 7300) (5 + blank)	6	days	\$100.00	\$600.00
SHIPPING (overnight to site/ overnight to lab)	2	each	\$60.00	\$120.00
TRUCK	1	months	\$500.00	\$500.00
<b>1.2 TOTAL LABOR COSTS</b>				<b>\$2,829.06</b>
<b>1.2 TOTAL NON-LABOR COST</b>				<b>\$4,935.00</b>
<b>1.2 TOTAL</b>				<b>\$7,764.06</b>
<b>2.0 POST-CONSTRUCTION</b>				
Work provided under this task will include generating data tables/figures and project closeout submittals.				
<b>2.1 AIR MONITORING DATA TABLES/FIGURES</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	10	hours	\$125.44	\$1,254.40
PROJECT MANAGER	25	hours	\$81.58	\$2,039.50
SECRETARY	25	hours	\$43.93	\$1,098.25
<b>2.2 PROJECT CLOSEOUT SUBMITTALS</b>				
ENVIRONMENTAL SERVICE MANAGER / CIH	4	hours	\$125.44	\$501.76
PROJECT MANAGER	12	hours	\$81.58	\$978.96
SECRETARY	2	hours	\$43.93	\$87.86
<b>2.0 TOTAL LABOR COST</b>				<b>\$5,960.73</b>
<b>TOTAL LABOR COSTS</b>				<b>\$ 79,933.39</b>
<b>TOTAL NON-LABOR COSTS</b>				<b>\$ 19,265.00</b>
<b>TOTAL PROPOSAL COSTS</b>				<b>\$ 99,198.39</b>

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DRMP CEI Field Office



At the very foundation of our community

# PROPOSAL ACCEPTANCE SHEET GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Proposal No.: P6010E Proposal Date: January 15, 2009

Project Name: Midway Regional Stormwater Facility

Project Location: Seminole County, Florida

Type of Services: Air Monitoring Scope and Cost Evaluation

Both parties warrant and represent that they have full authority to execute this agreement. Both parties have accepted the terms and conditions of this Agreement as presented in the Proposal and on both sides of this Proposal Acceptance Sheet.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Geotechnical and Environmental Consultants, Inc. (GEC)

By: [Signature]  
Signature  
Gary L. Kuhns, P.E.  
Printed Name  
President  
Title

\_\_\_\_\_  
Client  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

### TERMS AND CONDITIONS

- PRIVITY:** Client acknowledges that this agreement with GEC includes GEC's employees and agents and said employees and agents shall also be considered in privity of this agreement to the same extent as GEC and client.
- PAYMENT TERMS:** Unless otherwise specified in the proposal, invoice payments are due within 10 days of date of invoice. GEC reserves the right to stop work on any project, when any invoice becomes past due, until Client's account is current. Past due invoices will be subject to a service charge of 1.5% per month. Should it become necessary for GEC to retain the services of legal counsel or a collection agency to collect past due accounts, Client agrees to bear all costs of collection, including but not limited to reasonable Attorney's Fees, Court Costs, Filing Fees, and agrees to a non-jury trial in Orange County, Florida.
- OBLIGATION TO PAY:** GEC will strive to perform services under this Agreement with ordinary professional skill and care. GEC does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for GEC's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
- WARRANTY:** GEC will strive to use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality at the same time under similar conditions. No other warranty, express or implied, is made or intended by our proposal or by our oral or written reports.
- LIMITATION OF LIABILITY:** GEC's liability for damages due to an error, omission, or other professional negligence will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event Client does not wish to limit our professional liability to this sum, GEC agrees to increase this limitation to a maximum of \$500,000 upon receiving Client's written request and agreement by Client to pay additional consideration of 5% of our total fee or \$500.00 whichever is greater.
- INDEMNIFICATION:** Client shall indemnify and hold GEC harmless for any losses or damages caused by the negligent acts of Client or other consultants employed by Client. GEC shall indemnify and hold Client harmless for any losses or damages caused by the sole negligent acts of GEC, subject to the limitations in paragraph 5.
- THIRD PARTY RELIANCE:** The services under this agreement are being performed for the Client's exclusive use. GEC assumes no responsibility for third party use of or reliance on GEC's findings, opinions, conclusions, or recommendations unless such use or reliance is authorized in writing by GEC.
- DISCLOSURES BY CLIENT:** Client shall provide GEC all information that is known or suspected by Client which may be reasonably necessary for completion of the services to be performed by GEC. Such information includes records of environmental assessment activities undertaken at the project site, locations of buried utilities, and any hazardous substances known or suspected to exist on site or adjacent property.

Prior to the commencement of services on a project, or at anytime thereafter when new information becomes available to the Client, Client shall provide prompt, full and complete disclosure to GEC of new information that could affect GEC's performance of its services or could pose potential hazardous conditions or risk to the health or safety of GEC's employees, agents, and subcontractors.

9. **RIGHT OF ENTRY:** Client grants to GEC right of entry to the project site by GEC, its employees, agents, and subcontractors in order to perform the services under this agreement. If Client does not own the project site, Client warrants and represents to GEC that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to GEC.

Reasonable precautions shall be taken by GEC to minimize damage to the project site from GEC's activities and use of equipment. Client recognizes that the performance of the services included in this agreement will cause alteration and damage to the site. Client accepts the fact that this is inherent in the work and will not look to GEC for reimbursement or hold GEC liable or responsible for any alteration or damage required to perform our scope of work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage, and to indemnify and defend GEC against any claims by the owner or occupant which are related to such alteration or damage including underground utilities and hazardous substances.

10. **UNANTICIPATED HAZARDOUS CONDITIONS:** Hazardous substances may exist at a site where there is no reason to believe that they could or should be present. GEC and the Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition and would require a renegotiation of the scope of work or termination of services. GEC and Client also agree that the discovery of unanticipated hazardous substances may make it necessary for GEC to take immediate measures to protect health and safety. GEC agrees to notify Client as soon as practicable should unanticipated hazardous substances or suspected hazardous substances be encountered. Client encourages GEC to take any and all measures that, in GEC's professional opinion, are justified to preserve and protect the health and safety of GEC's personnel and the public. Client agrees to compensate GEC for the additional cost of such protective measures. In addition, Client waives any claim against GEC and agrees to defend, indemnify, and hold harmless GEC from any claim or liability for injury or loss arising from GEC's discovery and handling of unanticipated hazardous substances.

11. **HANDLING OF HAZARDOUS SAMPLES:** In the event that obtained samples or materials contain, or are suspected to contain, hazardous substances or hazardous waste as defined by federal, state, or local requirements, GEC will, after completion of testing, (1) return such samples and materials to the Client or

owner, or (2) using a hazardous waste or hazardous materials manifest signed by the Client, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client shall assume all potential liability as generator of the waste, including liability under CERCLA for "arranging" for the disposition of the hazardous substances.

12. **CONFIDENTIALITY:** Subject only to the exceptions set forth herein GEC agrees to maintain the confidentiality of all information collected in the performance of the services. GEC shall release such information only to the Client or the Client's authorized representative, its employees and subcontractors in the performance of their services, or to persons designated by the Client to receive such information. GEC shall instruct its employees and subcontractors to maintain the confidentiality of the information. When required by law, rule, or canon of professional ethics, it shall be GEC's responsibility to report certain findings to the appropriate regulatory agency. Client agrees to hold GEC harmless for any damages resulting from GEC's disclosure which GEC believed to be required by law or canon of professional ethics.
13. **TERMINATION:** This agreement may be terminated by GEC or Client upon receipt of seven (7) days written notice. GEC shall be paid for services rendered to the date of termination.
14. **CORPORATE ENTITY:** The Client acknowledges that GEC is a corporation and agrees that any claim made by Client arising out of an error or omission of a Director, Officer, Employee or Agent of GEC, in the execution or performance of this Agreement shall be made against GEC and not against such Director, Officer, Employee or Agent and shall be limited by Paragraph 5 above.

RECEIVED

JAN 21 2009

DRMP CEI Field Office