

WORK ORDER No. 10 FOR PROFESSIONAL SERVICES

TO: Marlin Engineering Inc.
2191 NW 97 Avenue
Miami, Florida 33172
(305) 477-7575

DATE: April 4, 2019

The City of Doral authorizes the firm of Marlin Engineering, Inc. to provide professional engineering services to conduct environmental services activities and conduct a Phase II Environmental Site Assessment (ESA) at the subject property located at corner of Northwest 53rd Terrace and Northwest 53rd Street (Folio: 35-3022-032-0090). The services that will be provided as part of this task include project management, soil sampling and analysis, data interpretation, and presentation of a final report stating findings. The work should be performed as described on the attached Proposal submitted by your firm dated April 1, 2019.

SCOPE OF SERVICES AND SCEHDULE:

The scope of the project will be as described in the attached proposal from Marlin. The schedule requires the work to be performed within 15 business days from the date of execution. The performance of services associated with this Work Order will be executed on a lump sum basis with a not to exceed amount of \$7,700. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Marlin Engineering, Inc.

BY: [Signature]
NAME: JOSE SANTIAGO
TITLE: VICE PRESIDENT

WITNESSES:

1. [Signature]
2. [Signature]

SEAL:



OWNER: City of Doral
BY: [Signature]
NAME: Albert P Childress
TITLE: City Manager

AUTHENTICATION:

BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

BY: [Signature]
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney



April 1, 2019

Jorge Hernandez, P.E.
Public Works Department
City of Doral
8401 Northwest 53rd Terrace, 2nd Floor
Doral, FL 33166
jorge.hernandez@cityofdoral.com

**Re: Professional Consulting Services for a Phase II Environmental Site Assessment
Downtown Doral Triangle Parcel
Corner of Northwest 53rd Terrace and Northwest 53rd Street
Doral, Miami-Dade County, Florida 33166
Folio Number: 35-3022-032-0090**

Dear Mr. Hernandez:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Continuing Services Final Agreement provided by the City of Doral (The City) for Engineering and Architectural services, dated February 3, 2018.

I. General

The project consists of a Phase II Environmental Site Assessment (ESA) at the above-referenced property.

II. Scope of Services

Task 1 – Please refer to attachment for the complete scope of services by EE&G, a subconsultant of Marlin Engineering.

Task 2 – Administrative Support

MARLIN will provide administrative support by developing and processing progress reports and invoicing.

III. Subconsultants – Optional Services

The below listed subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
EE&G	Environmental Services

IV. Schedule of Work

SCHEDULE OF DELIVERABLES			
Task or Activity ID#	Major Task, Sub-Task, Activity, or Deliverables	Duration	Delivery Date
	Data Interpretation & Report Preparation	15 business days	15 business days upon execution

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of \$7,700.00. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Task Name and/or Activity Description	Fee Amount	Fee Basis
	Phase I and II Environmental Site Assessment	\$7,200.00	Not to Exceed, Lump Sum
	Project Progress Reporting and Invoicing	\$500.00	Not to Exceed, Lump Sum

VI. Additional Services

Additional services and unforeseen circumstances beyond established scope shall be negotiated in good faith and at the sole discretion of The City.

VII. Data Provided by the City

The following information or documents are to be provided by The City, if available: As-built information including survey and geotechnical information.





Environmental Services, LLC

5751 Miami Lakes Drive
Miami Lakes, Florida 33014-2417
Tel (305) 374-8300
Fax (305) 374-9004
www.eeandg.com

March 11, 2019
EE&G Proposal No.: 2019 - 3021.PPHII

Attn: City of Doral
Mr. Lazaro Quintero, MPA, CPRP, Assistant Parks and Recreation Director
8401 Northwest 53rd Terrace
Doral, Florida 33166
Phone: (305) 593-6600
Lazaro.Quintero@cityofdoral.com

**Subject: Revised Proposal for Phase II Environmental Site Assessment
Downtown Doral Triangle Parcel
Corner of Northwest 53rd Terrace and Northwest 53rd Street
Doral, Miami-Dade County, Florida 33166
Folio Number: 35-3022-032-0090**

Dear Mr. Quintero:

EE&G Environmental Services, LLC (EE&G) has prepared this proposal to conduct a Phase II Environmental Site Assessment (ESA) at the above-referenced property (hereafter referred to as the "*Property*"). The objective of the Phase II ESA is to assess for the presence of potential constituents of concern that may be related to the following Recognized Environmental Conditions (RECs) that were identified in the recent Phase I ESA findings:

- The historic usage of the northern & eastern surrounding properties and southern & eastern adjoining properties for agricultural usage during the 1960's and early 1970s. The potential appeared to exist for agrichemicals usage and the migration of affected groundwater onto the *Property*.
- The 1973 aerial photograph depicted the in-filling of the *Property* and the northern, western and southern adjoining properties with material from an unknown source. The potential appeared to exist for the in-fill materials to have contained petroleum products and/or hazardous substances.

PROPOSED SCOPE OF SERVICES


Sampling will be conducted in accordance with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures as specified in Chapter 62-160 of the Florida Administrative Code (FAC). Soil and groundwater samples will be transported to a National Environmental Laboratory Accreditation Conference (NELAC) certified laboratory.

- EE&G will contact the Sunshine One Call utility clearance service to mark public underground utilities, for the protection of the Client; however, they do not assume responsibility for marking private utilities. EE&G will not accept responsibility for damage to unmarked, private underground utilities that are not disclosed.
- EE&G will retain a Florida-licensed environmental driller to advance up to six soil borings on the *Property*. Soils will be collected in 2-foot intervals from surface grade to a total depth of approximately 12-feet BLS (adjusted to extend approximately 2-feet below watertable interface). Soils will be inspected for signs of staining, debris or unusual

VIII. Project Manager

Consultant's Project Manager for this Project will be Jose Santiago, P.E.

Submitted by:



Jose Santiago P.E., Vice President
Marlin Engineering, Inc

Reviewed and approval in concept recommended by:

Department Director

City Manager



odors. Soil samples will be field-screened using an organic vapor analyzer (OVA) equipped with a flame ionization detector (FID), both with and without the use of a carbon filter to assess for naturally-occurring methane.

- EE&G will collect six surficial soil samples (0 to 2-feet BLS) which will be analyzed for the following parameters:
 - Total Arsenic and Lead by EPA Method 6010
 - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- EE&G will collect three shallow-interval groundwater samples using direct-push sampling technology (at an interval screened across the groundwater table interface) which will be analyzed for the following parameters:
 - Total Arsenic, Aluminum, Iron and Lead by EPA Method 6010
 - Volatile Organic Compounds (VOCs) by EPA Method 8260
 - PAHs by EPA Method 8270
 - Total Petroleum Hydrocarbons (TPHs) by Method FL-PRO
 - Ammonia (as N) by EPA Method 350.1


Field-filtered and preserved dissolved metal samples will be collected and archived at the laboratory. The samples will only be analyzed at Client's request above and beyond Phase II ESA budget.

- Upon receipt of the field and analytical data, EE&G will evaluate the results and incorporate the assessment methodologies, findings, conclusions and recommendations into a Phase II ESA Summary Report, including associated figures, tables, attachments and supporting documentation.

FEE & TIME FRAME

EE&G's lump sum fee for completion of the Phase II ESA is **\$7,200.00**. EE&G can complete the proposed scope of services within **15 business days** upon receipt of a signed Professional Services Agreement. EE&G's deliverable will consist of an electronic copy of the Phase II ESA report and per client request up to two hard copies. Additional copies of the report at a later date will cost \$100 per copy. Third party reliance letters to entities not included in the original report will be provided at a cost of \$500. However, EE&G will not issue reliance letters following 1-year of the final report.

Sincerely,



Craig C. Clevenger, P.G.
Senior Hydrogeologist
EE&G

Attachment – Professional Services Agreement (PSA)

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF DORAL
AND
EE&G ENVIRONMENTAL SERVICES, LLC

This Agreement is made on March 11, 2019 by City of Doral ("Client") and EE&G Environmental Services, LLC ("EE&G").

WITNESSETH

That for the considerations set forth below, the parties hereto do agree as follows:

1. **Description of Services:**

EE&G's Phase II ESA Proposal dated March 11, 2019 attached and incorporated in it's entirety by reference.

2. **Period of Performance:**

15 business days from Client received authorization to proceed.

3. **Basis of Compensation:**

\$7,200.00; Lump Sum – Not to Exceed without prior Client authorization.

4. **Method of Invoicing:**

A final invoice will be generated upon completion of the field work. Payment-in-full is due upon receipt of invoice and prior to report submittal to client.

5. **Professional Retainer:**

50% (\$3,650); Due upon Authorization to Proceed or waived with issuance of a Purchase Order (PO)

6. **General Conditions:**

- a. Payments for invoices prepared by EE&G are due and payable upon delivery. EE&G reserves the right to apply a 1.5% monthly finance charge on all balances over 30 days outstanding.
- b. This Agreement may be terminated by either party hereto upon 10 days notice in writing to the other party. Upon termination, EE&G shall prepare and submit a final invoice for services rendered to the date of termination together with any termination expenses incurred.

- c. The parties hereto shall maintain in full force and effect comprehensive public liability insurance with coverage limits which are reasonable in light of the work to be undertaken, and workmen's compensation insurance as required by law.
- d. Any drawings and specifications developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of EE&G regardless of whether the work for which they were prepared is executed.
- e. In the event that legal action is instituted to enforce any of the terms of this Agreement, the party, which does not prevail, shall pay the legal expenses of the prevailing party, including attorney's fees.
- f. The parties hereto each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect of all covenants of this Agreement.
- g. EE&G's liability for services to be rendered under this Agreement shall be limited to \$250,000 unless Client pays for the assumption of additional liability by EE&G as a separate line item in Article 3, *Basis of Compensation*.
- h. If applicable, Client agrees that EE&G shall not be responsible for liability caused by the presence or release of hazardous substances or petroleum products at the site. The Client will either make others responsible for liabilities due to such conditions, or will indemnify and save harmless EE&G from such liability. The provisions of this Article (6,h) shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers on the date first written above.

EE&G Environmental Services, LLC

Client: City of Doral

Sign: _____

Sign: _____

Name: Craig C. Clevenger, P.G.

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

TABLE 1 - FEE ESTIMATE DETAIL
Phase II ESA Proposal
Downtown Doral Triangle Parcel
Corner of NW 53rd Terrace and 53rd Street
Proposal No. 2019-3021

Staff Classification/Expense Item	Rate (\$)	Unit	Project Coordination	Sampling	Data Interpretation	Subtotal (\$)	
LABOR:							
Professional Geologist - Principal	\$165.00	Hour	1	0	2	\$495.00	
Project Geologist	\$95.00	Hour	2	2	8	\$1,140.00	
Field Geologist	\$80.00	Hour	0	8	0	\$640.00	
CADD Draftsperson	\$65.00	Hour	0	0	2	\$130.00	
Administrative Assistant	\$45.00	Hour	0	0	2	\$90.00	
Subtotal - Labor Billing:			\$355	\$830	\$1,310	\$2,495.00	
	Quantity	Rate	Unit				
Driller with DPT Rig, Mobilization	1	\$1,950	Each	\$0	\$1,950	\$0	\$1,950.00
Lab: Soils - As / Pb / PAH	6	\$150	Each	\$0	\$900	\$0	\$900.00
Lab: Groundwater - As / VOC / PAH / NH4	3	\$310	Each	\$0	\$930	\$0	\$930.00
Lab: Groundwater - Al / Pb / Fe / TPH	3	\$125	Each	\$0	\$375	\$0	\$375.00
Soil and Groundwater Sampling Equipment	1	\$150	Day	\$0	\$150	\$0	\$150.00
Field Filters for GW Sampling	3	\$10	Day	\$0	\$30	\$0	\$30.00
OVA/FID Rental	1	\$150	Day	\$0	\$150	\$0	\$150.00
Truck Rental/Mileage	1	\$85	Day	\$43	\$85	\$0	\$128.00
Other Direct Costs (5% of Labor)				\$18	\$42	\$66	\$124.75
Subtotal Expenses				\$61	\$4,612	\$66	\$4,737.75
Total Project Per Task:				\$416	\$5,442	\$1,376	\$7,232.75
Estimated Budget (std 7 to 10 day lab TAT) =						\$7,200	