

WORK ORDER No. 2 FOR PROFESSIONAL SERVICES

TO: Kimley-Horn and Associates, Inc.
1221 Brickell Avenue, Suite 400
Miami, Florida 33131
(305) 673-2025

DATE: October 20, 2015

The City of Doral authorizes the firm of Kimley-Horn and Associates, Inc. and their sub-consultant Professional Services Industries, Inc. to provide professional services for the materials and arsenic testing on the City of Doral Police / Public Works Facility Expansion project. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between Kimley-Horn and Associates, Inc. and the City of Doral dated February 23, 2015, and the attached Proposal submitted by Kimley-Horn and Associates, Inc. and their sub-consultant Professional Services Industries, Inc. for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from Kimley-Horn and Associates, Inc. and their sub-consultant Professional Services Industries, Inc. dated October 15, 2015 (Revised October 20, 2015) and the schedule will be dictated by the construction of the project. The performance of services associated with this Work Order will be executed on a Time and Materials basis with a not to exceed amount of \$11,500.00.

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. 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.

This Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 23, 2015 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. 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: Kimley-Horn and Associates, Inc.

BY: [Signature]
NAME: Burt Baldo, PE
TITLE: Senior Vice President

OWNER: City of Doral

BY: [Signature]
NAME: Edward Rojas
TITLE: City Manager

WITNESSES: SEAL:

1. [Signature]
2. [Signature]

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: WEISS, SEROTA, HELFMAN, COLE, BIERMAN & POPOK, PL
TITLE: City Attorney



October 15, 2015 (Revised October 20, 2015)

Mr. Jorge A. Gomez, P.E.
Chief of Engineering
City of Doral
8401 NW 53rd Terrace – Suite 200
Doral, FL 33166

RE: *Administration for Materials and Arsenic Testing at the Police / PW Facility Expansion, City of Doral, Miami-Dade County, Florida*

Dear Mr. Gomez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement ("Agreement") to the City of Doral ("Client") for providing professional engineering consulting services for the above referenced project. All work under this scope will be in accordance with the terms and conditions of Professional Services Agreement (General Engineering/Architecture Services), between the City of Doral and Kimley-Horn, dated February 23, 2015. Our project understanding, scope of services, schedule, and fees follow:

SCOPE OF SERVICES

TASK 01 – GEOTECHNICAL SUBCONSULTANT SERVICES

See Appendix "A", Sub-consultant Fee Proposal for Scope of Services.

Kimley-Horn will include Professional Service Industries, Inc. ("Subconsultant") in Kimley-Horn's team to perform the services requested by the Client and as agreed upon by the Client (Appendix "A").

TASK 02 – ADMINISTRATION

Kimley-Horn will provide administrative support to the Client for the following items:

1. Receive and review monthly invoices from the Subconsultant and forward them to the Client for approval.
2. Coordinate any required changes to the invoices between the Client and the Subconsultant.

TASK 03 – ADDITIONAL SERVICES

Upon the Client’s authorization, Kimley-Horn will provide any additional services not specifically included within “Scope of Services” and that may be required beyond those described in this document.

SCHEDULE

We will provide the above-described services in an expeditious and orderly manner to meet the schedule mutually agreed to by the Client and Kimley-Horn for the various elements of the project.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 01 and Task 02 for the lump sum budget as described below. Task 03 will be performed if authorized by the Client in writing prior to beginning work. Task 03 will be billed hourly, based on the standard hourly rate agreed between Kimley-Horn and the Client (attached). Direct expenses, if required, will be billed at 1.15 of the cost. Expenses are in addition to the labor amount. Billing will be due and payable within twenty-five (25) days of receipt of invoice.

LUMP SUM FEES

Task	Description	Lump Sum Fee
01	Geotechnical Subconsultant Services	\$10,000.00
02	Administration.....	\$1,500.00
Total Lump Sum Fee		\$11,500.00

HOURLY FEES

03	Additional Services.....	Hourly as Required
----	--------------------------	--------------------

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Professional Services Agreement (General Engineering/Architecture Services), between the City of Doral and Kimley-Horn, dated February 23, 2015, which is hereby incorporated by reference. If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

With Kimley-Horn, you should expect more and will experience better. We appreciate the opportunity to provide these services to you. Please don't hesitate to contact me at (305) 673-2025 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Burt L. Baldo, PE
Project Manager/Senior Vice President

Attachments:

Appendix "A" – Subconsultant Scope

Agreed to this ____ day of _____, 201__.

CITY OF Doral (A Municipality)

By: _____

(Print or Type Name)

Title: *D. A. Espino - Weiss Serota Helfman*

(As Authorized by Law)

DEspino@WSH-LAW.com

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

k:\mib_roadway\city of doral - police-pw facility expansion materials and arsenic testing\pmscope of services\20151015 wo no. 2 police - pw facility exp materials and arsenic testing-rev1-doral.docx

APPENDIX "A"

Scope of Services & Fee Proposal
Professional Service Industries, Inc.

10,000.00

October 7, 2015

City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

Attention: Mr. Rudy de la Torre
Chief of Construction

Re: **Proposal for Construction Materials Testing**
City of Doral Police Facility/Public Works Addition
6100 N.W. 99th Avenue, Doral, Florida
PSI Project No.: 0395- 130061 – Revision 1

Dear Mr. Torre:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for providing construction materials testing for the above referenced project. This proposal has been revised to clarify the scope of services related to the environmental services.

PSI proposes to provide experienced technical personnel to perform testing as requested by our client. PSI also proposes that the work be accomplished on a unit price basis in accordance with the attached Cost Estimate. PSI's fees will be determined by the actual amount of technical time spent for this project and the amount of laboratory testing performed.

PSI is familiar with the subsurface conditions at the site as we have previously provided geotechnical services for the design/construction of the current facility (PSI Project No. 0397-336, dated, June 30, 2011). The current facility was constructed in 2012. In addition to this, PSI has performed a Phase I Environmental Site Assessment (PSI Project No. 0784-1697) and Limited Soil Sampling Activities (PSI Project No. 0784-1725) on the adjacent property recently purchased by FPL.

PROJECT INFORMATION

The area of study is located on the southwest corner of N.W. 62nd Street and N.W. 99th Avenue in Doral, Florida.

The project will involve structural additions to the existing Police Department and Public Works Building. The building additions will be one-story, similar to the existing construction and approximately ±6,500 square feet (SF) in area. The additions are planned west of the existing construction.

PSI completed a Phase I Environmental Site Assessment (ESA) (Project No. 07841697) dated July 7, 2015 for the subject property and prepared a Limited Soil Sampling Report dated July 9, 2015, for the above referenced subject property. The purpose of the limited soil sampling activities was to assess the presence of arsenic on the subject property. Based on the soil laboratory analytical results, PSI recommended additional arsenic testing of soil to evaluate reuse options. PSI also recommended the preparation of a SMP for review and approval by DERM prior to site construction activities.

PROPOSED SCOPE OF SERVICES

The services required for this site consist of construction testing services as well as environmental services.

Task I - Construction Testing Services

Based on our understanding of the project requirements and structural drawings dated 04/01/14, we anticipate that the following testing services will be required during construction phases of the project.

Sampling and Laboratory Testing

- Provide Modified Proctor values on fill and backfill soils
- Provide Limerock Bearing Ratios (LBR) for Sub-grade and Base Course materials
- Test compressive strength for concrete cylinders and grout prisms

Construction Testing

- Perform in-place-density testing on footings, column pads, slabs, paving areas, etc.
- Conduct slump and temperature testing on concrete (one set every 50 c. yds. or fraction).
- Conduct slump and temperature testing on grout (one set every 50 c. yds. or fraction)
- Mold compressive strength test cylinders (4 cyl. per set) (one set every 50 c. yds. or fraction)
- Mold compressive strength test grout prisms (4 prisms per set) (one set every 50 c. yds. or fraction)

Written reports of all tests results will be submitted to the parties specified. Field reports prepared by our on-site personnel will be submitted to your on-site representative daily.

Please note that our services do not include supervision or direction of the actual work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of the contractor.

In this proposal the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts.

Task II - Environmental Services

In order to determine if the area of excavated soil should be properly managed at a licensed landfill certified to receive contaminated material or be re-used as fill material on-site, the following scope of services have been developed:

Soil Management Plan

- PSI will prepare a Soil Management Plan (SMP) for review and approval by the Miami-Dade County DERM. This SMP will establish procedures that will be used to address the soil that will be excavated from the drainage area. As discussed, the SMP will outline the procedure by which the City of Doral will excavate soil and stockpile the soils. The SMP will be required to be submitted to DERM and approved by them prior to any construction activities.
- If DERM approves the SMP and agrees that the soil from the FPL property can be reused, we expect that no additional assessment will be required (unless otherwise specified by DERM). If DERM requires additional information regarding the arsenic levels at the FPL property prior to approval of the SMP and reuse permit, PSI will prepare a soil sampling plan based on the comments received from DERM.

As part of this proposal, PSI has developed a scope of services for the Limited Soil Sampling Activities if DERM would require additional testing. Please note that the scope of services for the sampling activities may change based on the comments received from DERM.



Limited Soil Sampling Activities

- Upon receiving notification from the City of Doral that construction activities have commenced, PSI will mobilize to the site on a routine basis to collect soil samples from the stockpiled soil excavated from the retention pond. Soil sampling procedures will be performed in accordance with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC). The laboratory performing the laboratory analyses on the samples shall be performed pursuant to the National Environmental Laboratory Accreditation Program certification requirements.
- Per the DERM Soil Reuse Guidance, SWP Guidance No. 1, dated March 22, 2004 PSI will collect the following number of soil samples based on the volume excavated:
 - <200 yds³ will require one sample
 - 200 to <1,000 yds³ will require three samples
 - 1,000 to <2,000 yds³ will require five samples
 - Each additional 1,000 yds³ will require one sample
- PSI will collect up to 20 soil samples for laboratory analysis by Environmental Protection Agency (EPA) Method 6020 for arsenic.
- Based on the results of the analysis, PSI will submit the information to DERM to determine if the soil may be reused on-site for berm construction, as fill material at the adjacent Police / Public Works Facility Expansion project, or will require off-site disposal.
- PSI will prepare a Source Removal Report detailing the protocols for handling the impacted material as approved in the SMP and based on Chapter 62-780, FAC cleanup criteria. The report will include copy of the laboratory analytical reports as well as waste disposal manifests and weight tickets, summary tables and figures, as appropriate.

ESTIMATED COST

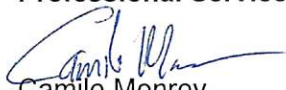
The actual cost of our services will be highly dependent on the construction schedule. Based on the current schedule and scope, we propose a budget fee of **\$4,805.00** for the required construction testing.

For our Environmental Services, PSI proposes to provide our services on a time and material basis and we estimate our total fee to be **\$5,195.00** for standard laboratory turnaround time (7-10 business days).

AUTHORIZATION

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal. We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. Please contact us if any questions arise or if we may be of any service in any way.

Sincerely,
Professional Service Industries, Inc.


Camilo Monroy
Department Manager


Ernesto Ramos, E.I.
Project Manager

Proposal for Construction Materials Testing
City of Doral Police Facility/Public Works Addition
Miami, Florida
PSI Proposal No. 0395-130061 – Revision 1

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

Attachments: Schedule of Services and Fees
Notes
General Conditions



SCHEDULE OF SERVICES AND FEES

<u>A. Earthwork Inspection & Testing</u>				
<i>I. Field Testing</i>	Quantity	Unit	Unit Rate	Amount
Special Inspector to Monitor Removal & Placement of Unsuitable Soils	8	hr	\$50.00	\$400.00
Field Density tests (ASTM D 6938) on compacted replacement backfill soils; Min. 4 tests per trip)	10	test	\$25.00	\$250.00
Field Density Tests (ASTM D 6938 on Footings/Foundations; Min. 4 tests per trip)	15	test	\$25.00	\$375.00
<i>II. Laboratory Testing</i>				
Modified Proctor (T-180 or D-1557)	3	test	\$90.00	\$270.00
Limerock Bearing Ratio Test (LBR)	1	test	\$320.00	\$320.00
Sieve Analysis	3	test	\$90.00	\$270.00
Organic Content	3	test	\$30.00	\$90.00
	Subtotal			\$1,975.00
<u>B. Concrete Testing</u>				
Concrete Compression Tests (set of five 4"x8" cylinders)	15	set	\$85.00	\$1,275.00
Grout Compression Test (set of five specimens)	6	set	\$75.00	\$450.00
Sample pick up when no other test required	5	trip	\$45.00	\$225.00
	Subtotal			\$1,950.00
<u>C. Engineering and Reporting</u>				
Professional Engineer	6	hr	\$70.00	\$420.00
Clerical/Administrative Support	8	hr	\$45.00	\$360.00
Project set-up fee	1	project	\$100.00	\$100.00
	Subtotal			\$880.00
ESTIMATED TOTAL:				\$4,805.00

NOTES:



1. Stand-by time during re-compaction, due to late arrival concrete, etc. and concrete monitoring on a full-time basis will be invoiced at the Engineering Technician's hourly rate. Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein.
2. Overtime rates will be applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM and after 5:00 PM, and for all hours worked on Saturdays, Sundays, and Holidays. The overtime rate is 1.5 times the applicable hourly rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.
3. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance notice will be assessed a minimum 4 hour charge.
4. For construction materials testing and observation services, clerical time at a rate of 0.2 hours will be charged per field technician day for scheduling and report preparation. Project management time will be charge at a rate of 0.3 hours (at Project Manager Rate) per field technician day for coordination, communication and supervision and report review. If attendance of an engineer is required for project meetings, the engineer's time will be at the Professional Engineer's rate and portal to portal.
5. A project set-up charge of \$100 applies to all projects.
6. PSI will deliver reports electronically to the client and others on a specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list. If requested, PSI will distribute one copy of the reports by mail in accordance with your instructions. Any additional copies of the reports mailed will be billed at a rate of \$0.04 per sheet, plus preparation time.
7. PSI reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.
8. Service and fees not listed on this schedule may be quoted on request.