

WORK ORDER No. 7 FOR PROFESSIONAL SERVICES

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

DATE: January 10, 2019

The City of Doral authorizes the firm of Marlin Engineering, Inc. to provide professional engineering services to conduct an Asbestos Survey of the renovation works related to the Emergency Operations Center (EOC) project located at the City of Doral Police Headquarters, 6100 NW 99 Avenue Doral FL, 33178. 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 January 09, 2019.

SCOPE OF SERVICES AND SCHEDULE:

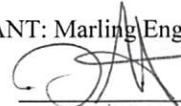
The scope of the project will be as described in the attached proposal from Marlin. The schedule requires the work to be performed within 10 business days from the date of execution. The performance of services associated with this Work Order will be executed on a lump sum basis with a not to exceed amount of \$1,225.00. 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.

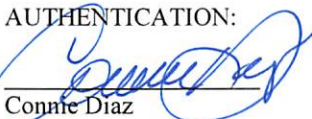
CONSULTANT: Marlin Engineering, Inc.

WITNESSES: SEAL:

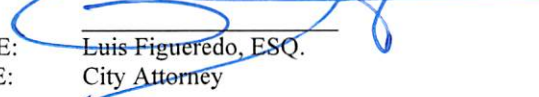
BY: 
NAME: JOSE SANTIAGO
TITLE: VICE PRESIDENT

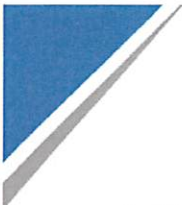
1. _____
2. _____

OWNER: City of Doral
BY: 
NAME: Edward Rojas
TITLE: City Manager

AUTHENTICATION:
BY: 
NAME: Connie Diaz
TITLE: City Clerk

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

BY: 
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney



January 9, 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: Asbestos Survey Proposal
Doral's Emergency Operations Center (EOC)
City of Doral, Miami Dade County, Florida**

Dear Mr. Collings:

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 an Asbestos Survey to conduct an interior sampling event for the demolition of interior components of Doral's Central Operation Center (COC).

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
	Field Work & Laboratory Analysis & Report Preparation	10 business days	10 business days upon execution

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of \$1,225.00. 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
	Asbestos Survey Event	\$925.00	Not to Exceed, Lump Sum
	Project Progress Reporting and Invoicing	\$300.00	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.

Submitted by:



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

Reviewed and approval in concept recommended by:

Department Director

City Manager





Environmental Services, LLC

5751 Miami Lakes Drive
Miami Lakes, Florida 33014
Tel (305) 374-8300
Fax (305) 374-9004

December 18, 2018
EE&G Proposal #: 2018-2718

Mr. Carlos Nieto, E.I., Designer
Marlin Engineering, Inc.
2191 NW 97th Avenue
Doral, Florida 33172
P 954-870-5053 ext. 1010
C 305-546-1562
cnieto@marlinengineering.com

**Subject: Cost Proposal for Pre-Renovation Asbestos Inspection
City of Doral – Central Operations Center: Floor 1 Renovations
6100 NW 99th Avenue
Doral, FL 33178**

Dear Mr. Nieto:

EE&G Environmental Services, LLC (EE&G) is pleased to provide Marlin Engineering with this proposal for the subject work. EE&G's Statement of Services and Fee Estimate are presented below:

STATEMENT OF SERVICES

EE&G will provide environmental consulting services to Marlin Engineering, Inc. to conduct a pre-renovation asbestos survey of the subject renovation areas as portrayed in provided plan where various walls and floors will be impacted as per Sheet A3.01.

Task 1 - Building Inspection and Sample Collection

An EE&G asbestos inspector will conduct a walk-through of the interior subject renovation spaces to visually assess suspect friable and nonfriable asbestos-containing materials (ACM) for condition, homogenous areas, and functional spaces. Upon receipt of notice to proceed, EE&G will collect bulk samples from the interiors only of the spaces and transport the samples to our in-house asbestos laboratory for analysis. The estimate of 18 samples maximum assumes sampling of each homogenous area (HA) in the subject floor spaces.

Task 2 - Laboratory Analysis

Bulk samples will be analyzed for asbestos content by polarized light microscopy (PLM) at EE&G's in-house asbestos laboratory. The laboratory analysis report will be included in the final asbestos survey report. EE&G anticipates that 15-18 samples will be adequate to complete the survey of the affected areas.

Mr. Carlos Nieto
December 18, 2018
Page 2

As per United States (US) Environmental Protection Agency (EPA) regulations, any *friable* materials found to contain less than 10% asbestos by visual estimation, may require analysis by the objective Point Count Method for confirmation of asbestos content. This analysis may be performed for an additional \$45 per sample at the request of the Client. Any unused sample fees from unanalyzed samples may be applied to any Point Counts required.

Task 3 - Report Preparation

EE&G will prepare a final written report containing our findings, and recommendations, based upon the results of the survey. Field diagrams and/or photographs will be provided in the report. The report will be reviewed and signed by a Licensed Asbestos Consultant and are guaranteed to meet all local demolition/renovation permitting requirements regarding asbestos for local agency(ies). For an additional fee, EE&G can provide additional consulting services for the removal of identified friable or nonfriable ACBMs prior to renovation including bid assistance, contractor selection, and final air monitoring.

FEE

EE&G's estimated fee for completion of this project is **not to exceed \$925.00.**

This fee assumes that EE&G will survey the suites in one, single, site visit. This fee also assumes that each suspect material will be sampled and analyzed, and that 18 samples will be sufficient to adequately survey within the structure. If more than 18 samples are required to adequately complete the survey, EE&G will collect the additional samples, Marlin will be notified, and the additional samples will be analyzed by PLM for \$9.00 each upon authorization by Marlin Engineering. This fee is expected to be sufficient to accomplish the Statement of Services described; however, no guarantee is made or implied.

LIMITATIONS AND ASSUMPTIONS`

The following limitations and assumptions apply to this proposal:

- EE&G may be required to collect roof and/or exterior samples to satisfy survey requirements. Although EE&G can temporarily patch sample holes, EE&G assumes no responsibility for voiding of any roof warranties or for the integrity of the roof or temporary patch. EE&G recommends patching be conducted by a roofing contractor to maintain any roof warranty in force.
- Our fee is based on the collection and analysis of up to a maximum 18 samples.
- The Owner of the property, or the Owner's authorized representative, will provide on-call, complete access to all areas of the building.

Mr. Carlos Nieto
December 18, 2018
Page 3

- Some building materials may not be accessible or exposed due to renovation/modification activities that have occurred since original building construction. EE&G will not be held responsible for sampling, analysis, and subsequent identification of ACBMs that are not "reasonably accessible". For the purpose of this proposal, "reasonably accessible" includes, but is not limited to, "accessible without destruction of floors, walls, or hard ceilings, capable of sampling with hand tools, and reachable with a 16' extension ladder."
- The Owner will provide architectural plans available for use during the survey.
- Any large scale destruction of walls or finishes in search of ACBMs will only be conducted by EE&G at the direction of Marlin Engineering and only after written permission is granted.

If this proposal is satisfactory, please sign the Professional Services Agreement and forward the signed copy to the address on this letterhead. EE&G will execute the agreement and forward a copy to you for your file. If time is of the essence, a telefaxed copy of the signature page of the Agreement will be acceptable. Fees for work performed will be invoiced upon completion of the final report.

EE&G appreciates the opportunity to assist Marlin with this matter. Please call us if you have any questions regarding this proposal.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Richard Grupenhoff', with a stylized flourish at the end.

Richard Grupenhoff
Sr. Staff Professional
EE&G

Attachments

PROFESSIONAL SERVICES AGREEMENT BETWEEN
MARLIN ENGINEERING, INC.
AND EE&G ENVIRONMENTAL SERVICES, LLC

This Agreement is made on the _____ day of December 2018 by and between Marlin Engineering, Inc. ("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 proposal #2018-271 , dated December 18, 2018.

2. **Period of Performance:** Testing will be performed as per Client schedule in January 2019. Final report(s) will be submitted in within 5 days of last testing date.

3. **Basis of Compensation:**

Time and Materials, not to exceed \$925.00 without prior authorization by Client.

Assumes maximum 18 PLMs total.

4. **Method of Invoicing:**

One invoice to be submitted at the completion of the project.

Monthly Progress Invoicing.

5. **Professional Retainer:** None required.

6. **General Conditions:**

a) Payments for invoices prepared by EE&G are due and payable within 30 days of receipt.

b) This Agreement may be terminated by either party hereto upon 15 days notice in writing to the other party. Upon termination, EE&G will prepare and submit a final invoice for services rendered to the date of termination together with any termination expenses incurred.

c) The parties hereto will 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 will 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 will be limited to \$1,000,000 or the amount of EE&G's fee (whichever is greater), unless Client pays for the assumption of additional liability by EE&G as a separate line item in Article 3, Compensation.
- h. If applicable, Client agrees that EE&G will not be responsible for liability caused by the mere presence or previous release of hazardous substances 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) will 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: Marlin Engineering, Inc.



SIGN: _____

NAME: Richard Grupenhoff

NAME: _____

TITLE: Asb Ops Manager

TITLE: _____

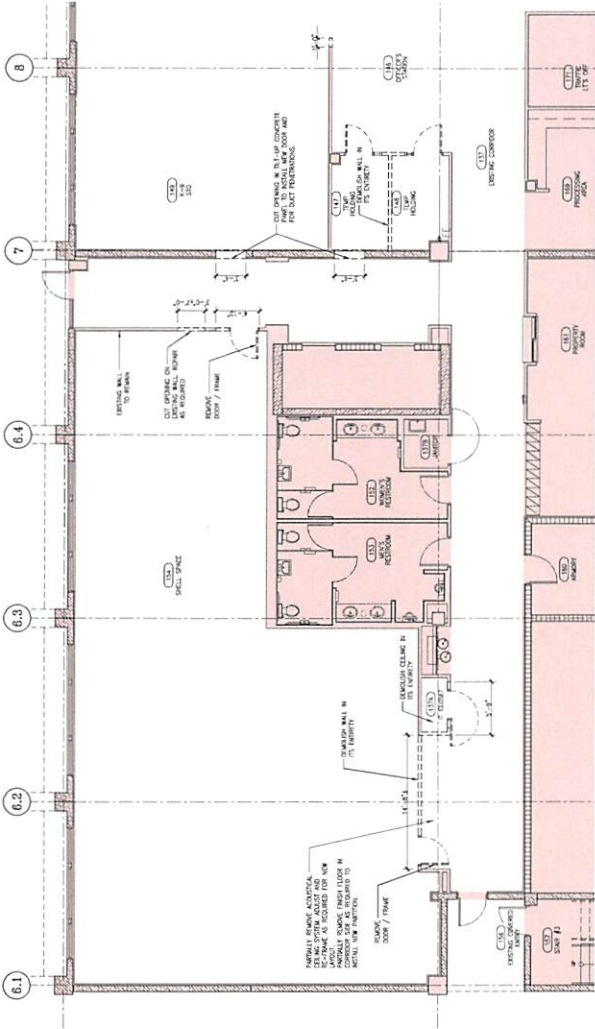
DATE: 12/18/2018

DATE: _____

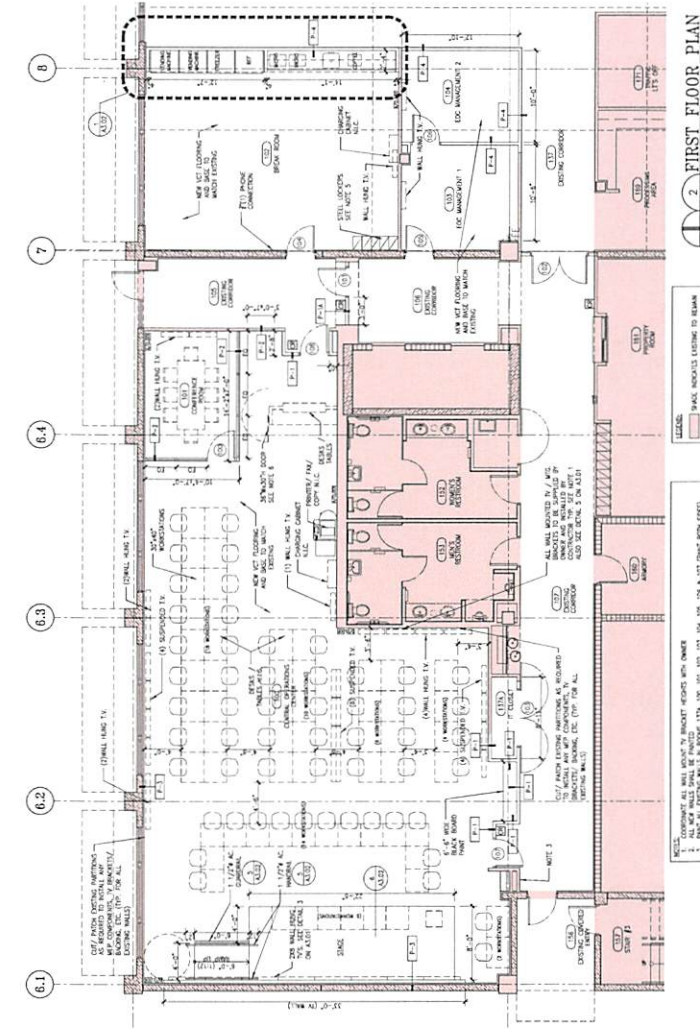


CITY OF DORAL
 CENTRAL OPERATIONS
 6100 NW 99 AVENUE DORAL, FL 33178

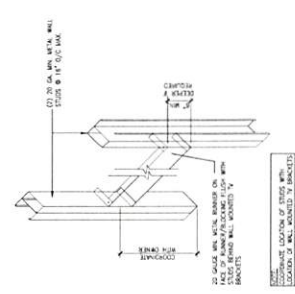
DATE	11/26/18
DESIGNED BY	...
CHECKED BY	...
PROJECT NO.	...
DRAWING TITLE	FIRST FLOOR PLAN
SHEET NUMBER	A3.01



1. CENTER OF SLAB AND WALL PENETRATIONS ARE NOT SHOWN IN ARCH.
 2. REFER TO ARCH. PLAN FOR ALL DIMENSIONS AND CONNECTIONS.
 3. SHADE INDICATES WALLS TO BE REMOVED.
 4. UNSHADE INDICATES WALLS TO REMAIN.



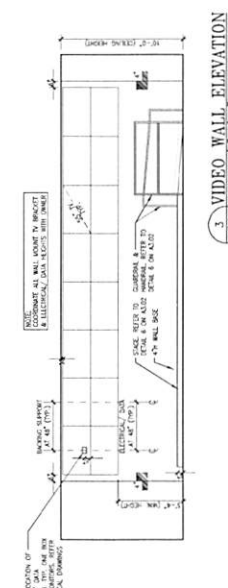
1. COMPARTMENT ALL WALLS TO BE REMOVED TO EXPOSE EXISTING WALLS TO REMAIN.
 2. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 3. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 4. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 5. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 6. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 7. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.
 8. REMOVE ALL WALLS TO EXPOSE EXISTING WALLS TO REMAIN.



4. TYPICAL WALL MOUNTED TV BRACKET SUPPORT
 A3.01 SCALE: N.T.S.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	WORKGROUP-BREAK ROOM (BASED ON 10' X 10')	1	ROOM
2	WORKGROUP-CENTRAL OPERATIONS (BASED ON 10' X 10')	1	ROOM
3	WORKGROUP-CONFERENCE ROOM (BASED ON 10' X 10')	1	ROOM
4	WORKGROUP-RECEPTION (BASED ON 10' X 10')	1	ROOM

4. FURNITURE SCHEDULE
 A3.01



3. VIDEO WALL ELEVATION
 A3.01 SCALE: 1/4" = 1'-0"

To the best of the Architect's or Engineer's knowledge, the plans and specifications comply with the applicable minimum codes and the applicable fire-safety standards as determined by the local authority in accordance with F.B.C. section 109 and Chapter 633, Florida Statutes.