

WORK ORDER FOR PROFESSIONAL SERVICES

TO: EE&G Environmental Services, LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014
Phone: (305) 374-8300

DATE: March 27, 2018

The City of Doral authorizes the firm of EE&G Environmental Services, LLC. (EE&G) 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 along NW 66 Street between NW 102 Avenue and NW 97 Avenue. 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 March 19, 2018.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from EE&G. The schedule requires the work to be performed within 20 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 \$14,990. 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: EE&G Environmental Services, LLC.

BY: [Signature]
NAME: Craig Cleverley
TITLE: Vice President

WITNESSES: SEAL:

1. [Signature]
2. [Signature]

OWNER: City of Doral
BY: [Signature]
NAME: Edward Rojas
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: WEISS, SEROTA, HELFMAN, COLE &
BIERMAN, PL
TITLE: City Attorney



EE&G Environmental Services, LLC

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

March 19, 2018
Proposal No. 2018-3067.PPH2

City of Doral
c/o The Goldstein Environmental Law Firm, P.A.
One SE Third Avenue, Suite 2120
Miami, FL 33131
mgoldstein@goldsteinenvlaw.com

**Subject: Phase II Environmental Site Assessment Proposal
City of Doral Future Development Site
SEC of NW 66th Street & 102 Avenue, Doral, Miami-Dade County, FL**

Dear Michael:

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. EE&G reviewed the Phase I ESA, dated November 2017, and Limited Soil Sampling Report, dated December 2017, both prepared by PSI. Additionally, EE&G reviewed historical aerials photographs, and conducted a preliminary review of the Miami-Dade County DERM regulatory file for the northern-adjointing landfill site. The following is a summary of the areas of concern:

Natural Occurring Muck/Peat:

The geotechnical logs indicated that peat and organic sands exist on the property from surface grade to a depth of 2 to 3-feet below land surface (BLS). Based on aerial photographs, this property has always been native land. No evidence of onsite agricultural use or disturbance was observed. The PSI soil sampling event indicated that three out of five sampling locations contained total arsenic above the 2.1 mg/Kg Soil Cleanup Target Level for residential-use direct exposure (SCTL-R). The highest reported total arsenic concentration was 6.5 mg/Kg.

If this site is developed similar to Legacy Park, then the existing native muck/peat will be removed down to limestone (approx. 2 to 3-feet). This will generate approximately 32,000 to 46,000 cubic yards of soils (across a 10-acre site). Those soils should be assumed to contain arsenic that would warrant regulated disposal (similar to Legacy Park). Further assessment of this issue should be two-fold: 1) to determine disposal options, and 2) to determine if underlying groundwater quality has been impacted. It is possible that some soils do not contain total arsenic above the SCTL-R. However, for disposal evaluation further delineation of the three locations would not be appropriate for characterizing the entire muck/peat quality.

- EE&G recommends that 10 additional soils samples be collected from the 0 to 2-foot BLS interval, in a gridded pattern across the property and analyzed for total arsenic. Each sample will consist of three aliquots that will be composited in each area of the property. This will be used with the previous data to present a more representative characterization of arsenic in the native muck for disposal purpose.
- EE&G recommends that five shallow monitoring wells be installed and groundwater samples analyzed for total arsenic to establish a baseline. The wells proposed to address the next two areas of concern can be used to address this issue.

Northern-Adjoining Landfill

Based on aerial photographs the larger 58th Street landfill (located approximately 800+ feet east of the property) was initially created in the 1970s. The landfill operations due north of the property (now known as the Resource Recovery Facility Ashfill) was created in the late-1980s/early-1990s. This is a lined landfill, which has been subject to regulatory oversight and groundwater monitoring requirements. Based on semi-annual groundwater monitoring reports, a various number of potential contaminants have been monitored at both landfills, including numerous heavy metals, ammonia, nitrates/nitrites, total dissolved solids (TDS), chloride, and volatile organic compounds (VOCs). The most recent sampling event was conducted in the Fall 2017. Two monitoring well clusters are located due north of the northwestern and northeastern corners of the property (across NW 66th Street). Of the contaminants tested only low concentrations of iron were detected at depth of 30-feet and 60-feet BLS, with the highest concentrations at 653 ug/L (below the Miami-Dade County natural background concentration). Additionally the shallow 15-foot BLS well to the northeast of the property contained 13.5 ug/L of total arsenic (just above the 10 ug/L GCTL). Based on a review of this data, it does not appear that leaching from the northern-adjointing or eastern-nearby landfills poses a significant concern to groundwater quality during a proposed redevelopment plan.

- EE&G recommends that three shallow monitoring wells be installed along the northern boundary of the property, and at least one deeper direct-push grab sample, and groundwater samples be collected and analyzed for a limited number of contaminants (Aluminum, Arsenic, Iron, Lead, Manganese, PAHs, VOCs, Ammonia, TDS). Note: deeper groundwater sample only for VOH, TDS, Ammonia, Arsenic, Aluminum, Iron and Manganese)
- EE&G recommends that a five surficial soil samples be collected (0 to 0.5-feet BLS) and analyzed for potential ash fallout parameters (Arsenic, Barium, Lead, PAHs). No recommendation for dioxins is included in this proposal as it is assumed that these soils will be removed down approximately 2 to 3 feet, and no report of a dioxin release was identified in the file review.
- EE&G recommends that three vapor wells be installed along the northern boundary and screened in the field using an Organic Vapor Analyzer/Flame Ionization Detector (OVA/FID) and 4-Gas Meter to assess for potential landfill gas migration.

Other Adjoining Concerns

Based on aerial photographs the eastern adjoining property has been used for agricultural purposes since the 1980s, the southern adjoining property as a possible dumping area since the 1990s, and the northwestern adjoining property (across NW 66th Street) as a borrow pit/dump area since the mid-1990s. Therefore, it is possible that affected groundwater or vapors may have migrated from these potential sources. Most of these issues can be addressed using the sampling plan from the previous areas of concern.

- EE&G recommends that two shallow monitoring wells be installed along the northern boundary of the property and groundwater samples be collected and analyzed for a limited number of contaminants (Aluminum, Arsenic, Iron, Lead, Manganese, PAHs,

VOCs, Ammonia, TDS). One sample near eastern boundary also should be analyzed for Organochlorine Pesticides.

- EE&G recommends that two vapor wells be installed along the southern boundary and screened in the field using an Organic Vapor Analyzer/Flame Ionization Detector (OVA/FID) and 4-Gas Meter to assess for potential landfill gas migration.

1.0 PROPOSED SCOPE OF SERVICES

Please note that implementation of this scope may be affected by limited accessibility (especially along southern and eastern boundaries. The site was reported by PSI to be heavily overgrown. Therefore, within the use of an excavator to clear paths for the drill crew (an additional expense of \$1,500), the key locations may not be accessible. EE&G will inspect and advise accordingly. If City of Doral can provide the excavator and operator, then EE&G can direct the path clearing activity prior to drilling.

Task 1 – Project Management & Meetings

- EE&G's Professional Geologist will maintain communication with the Client regarding schedule, findings and decisions through the Phase II ESA process. Additionally, EE&G will be available for up to one meeting.
- 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.

Task 2 – Sampling & Analyses

Sampling will be conducted in accordance with the FDEP's Standard Operating Procedures as specified in Chapter 62-160, FAC. Soil and Groundwater samples will be transported to a National Environmental Laboratory Accreditation Conference-certified laboratory.

- EE&G will retain a Florida-licensed environmental driller to install five shallow monitoring wells. Monitoring wells will be constructed of 1.5-inch diameter casings, with 10-feet of pre-packed well screen (set from approximately 1 to 11-feet BLS – adjusted to be screened across the top of the water table) and 2-feet of solid riser to reach the surface. Wells will be capped with water-tight lids.
- EE&G will return following a minimum 24-hour equilibration period and collect groundwater samples from the two newly-installed monitoring wells. The samples will be analyzed for the following parameters:
 - Total Arsenic, Aluminum, Iron, Lead and Manganese by EPA Method 6010.
 - Volatile Organic Compounds (VOCs) by EPA Method 8260
 - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
 - Ammonia (as N) by EPA Method 350.1
 - Total Dissolved Solids (TDS) by EPA Method 160.1
 - Chlorinated Pesticides by EPA Method 8081 (one sample only)

- EE&G will have the driller advance sampling equipment in one location along the northern boundary of the property and collected a deeper grab groundwater sampled (screened from approximately 26 to 30-feet BLS), which will be analyzed for the following parameters:
 - Total Arsenic, Aluminum, Iron, and Manganese by EPA Method 6010.
 - Volatile Organic Halocarbons (VOHs) by EPA Method 8260
 - Ammonia (as N) by EPA Method 350.1
 - Total Dissolved Solids (TDS) by EPA Method 160.1
- The driller will install five vapor wells to a depth of approximately 3-feet BLS (screened from 0.5 to 3-feet BLS), and up to 2-feet of solid riser. The wells will be fitted with a vapor sampling port.
- EE&G will return following a minimum 24-hour equilibration period and collect vapors samples from the vapor wells, which will be field screened using an OVA/FID and 4-Gas Meter.
- EE&G will collect 5 shallow soil samples from the 0 to 0.5-feet BLS interval, which will be analyzed for the following parameters:
 - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
 - Total arsenic, barium, lead by EPA Methods 6010
- EE&G will collect 10 shallow soil samples from the 0 to 2-feet BLS interval (each composed of three sub-aloquots and composited), which will be analyzed for the following parameter:
 - Total arsenic by EPA Methods 6010

Task 3 – Data Interpretation & Report Preparation

- EE&G will evaluate the assessment findings and incorporate the assessment methodologies, findings, conclusions and recommendations into a Phase II ESA Summary Report, including associated figures, tables, attachments and supporting documentation. A draft of the report will be provided to the Client for review.

3.0 FEE & TIME FRAME

Upon receipt of authorization to proceed, EE&G can complete the proposed scope of services within 20 business days. EE&G's budget for the Phase II ESA is **\$14,990.00**. Please do not hesitate to contact us if you have any questions concerning this proposal.

Sincerely,



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

Attachments – Professional Services Agreement (PSA)

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

This Agreement is made on March 19, 2018, by The 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 19, 2018, attached and incorporated in it's entirety by reference.

2. **Period of Performance:**

20 business days from received authorization to proceed.

3. **Basis of Compensation:**

\$14,490.00; Lump Sum.

4. **Method of Invoicing:**

A final invoice will be generated monthly. Payment-in-full is due upon receipt of invoice.

5. **Professional Retainer:**

Waived upon receipt of Purchase Order.

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 \$1,000,000, 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: The 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
City of Doral
NW 66th Street & NW 102nd Avenue, Doral, FL
EE&G Project No. 2018-3067

					Subtotal
Staff Classification/Expense Item	Rate (\$)	Unit			(\$)
LABOR:					
Professional Geologist - Principal	\$165.00	Hour	8		\$1,320.00
Senior Project Professional	\$95.00	Hour	10		\$950.00
Project Geologist	\$80.00	Hour	18		\$1,440.00
CADD Draftsperson	\$65.00	Hour	4		\$260.00
Administrative Assistant	\$45.00	Hour	3		\$135.00
Subtotal - Labor Billing:				\$4,105	\$4,105.00
		Quantity	Rate	Unit	
Direct-Push Driller		1.5	\$1,900	Day	\$2,850.00
Vapor Wells		5	\$350	Each	\$1,750.00
Groundwater Monitoring Wells		5	\$400	Each	\$2,000.00
Lab: Soil Samples - Total As		10	\$15	Each	\$150.00
Lab: Soil Samples - PAH/As/Ba/Pb		5	\$160	Each	\$800.00
Lab: Groundwater Samples - Total As		5	\$15	Each	\$75.00
Lab: Groundwater Samples - Ammonia/TDS/Al/Fe/Mn/Pb		5	\$140	Each	\$700.00
Lab: Groundwater Samples - VOC/PAH		5	\$240	Each	\$1,200.00
Lab: Deep Groundwater Samples - Ammonia/TDS/As/Al/Fe/Mn/VOH		1	\$220	Each	\$220.00
Lab: Groundwater Samples - Chlorinated Pesticide		1	\$120	Each	\$120.00
OVA/FID & 4-Gas Meter		1	\$400	Day	\$400.00
Soil/Groundwater Sampling Equipment		2	\$100	Day	\$200.00
Truck Rental/Mileage		2.5	\$85	Day	\$212.50
Other Direct Costs (5% of Labor)				\$205	\$205.25
Subtotal Expenses				\$10,883	\$10,882.75
Total Project Per Task:				\$14,988	
					Budget = \$14,990