

WORK ORDER No. 7 FOR PROFESSIONAL SERVICES

TO: H. W. Lochner, Inc.
8750 NW 36th Street, Suite 360
Doral, Florida 33178
(305) 503-9873

DATE: October 8, 2019

The City of Doral authorizes the firm of H.W. Lochner, Inc. to proceed with the provision of environmental engineering services to coordinate, report, manage and present findings of environmental sampling collection. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between H.W. Lochner, Inc. and the City of Doral dated February 2, 2018, and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from H.W. Lochner, Inc. The schedule requires the work to be performed within 120 days from NTP. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount \$65,205.00.

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.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 2, 2018 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.

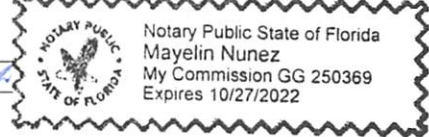
CONSULTANT: H.W. Lochner, Inc.

BY: [Signature]
NAME: EDWIN F. MOJENA
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:

BY: [Signature]
NAME: Luis Figueredo
TITLE: City Attorney



September 18, 2019

Ms. Dulce Pantaleon
General Services Administration
City of Doral
8401 NW 53 Terrace
Doral, FL 33166
T (305) 593-6740 Ext. 6010
dulce.pantaleon@cityofdoral.com

RE: PROPOSAL for Environmental Sampling

Dear Ms. Pantaleon:

H.W. Lochner, Inc. (LOCHNER) is pleased to respond to your request for proposal on the above referenced project. This work effort will be performed by our sub-consultant, E-Sciences.

1. PROJECT BACKGROUND

The City of Doral has requested LOCHNER to provide environmental services at various locations within the City of Doral.

2. SCOPE OF WORK FOR ENVIRONMENTAL SERVICES:

The prime scope of work consist of management, report coordination and meeting attendance. The scope of work for the Environmental Sampling is detailed in the sub-consultant's proposal.

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer and Scientist time and materials fee in amount not to exceed **(\$65,205.00)** payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

Subsequent progress payments of the above fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the

LOCHNER

Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Salary Costs times a multiplier of 3.00
- Non-Salary expenses times a multiplier of 1.05

Salary costs is defined as salary and wages paid for time expend on the project plus the cost of Engineer's statutory and customary benefits, such as, insurance, sick leave, holidays, vacations, medical and retirement benefits, etc.

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; computer time and programming costs; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer or Scientist to enter upon public and private lands as required for the Engineer or Scientist to perform his work under this proposal.

Place at the disposal of the Engineer or Scientist all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

6. SCHEDULE & DELIVERIES

The Engineer and Scientist have neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer and Scientist shall not be liable for the delays created by said agencies.

Upon authorization, a Site visit will be scheduled within two weeks based on your availability. We request that a representative from the City guide us on the Site visit and provide Site access as required. We will respond in a timely matter to collect the initial air samples within the first three times we are notified by the City of the reported odors. The H₂S monitoring will be initiated after locations are identified, given that H₂S gas is noted in the preliminary sampling event.

LOCHNER

7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours,

LOCHNER



Edwin Mojena, PE
Vice President

ACCEPTED BY: _____ DATE: _____



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

September 18, 2019

Manuel A. Sauleda, P.E.
Senior Associate / Senior Project Manager
LOCHNER
8750 NW 36th Street, Suite 360
Doral, FL 33178

**Subject: Proposal for Environmental Sampling
City of Doral
Doral, Miami-Dade County, FL
E Sciences Proposal No. 7-0457-P01**

Dear Mr. Sauleda,

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal for environmental sampling at various locations in Doral, Miami-Dade County, Florida. Included and incorporated as part of this proposal are the background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

It is our understanding that citizens of the City of Doral (City) have filed numerous complaints about the odors in various areas of the City (Site). Based on our phone conversations with Ms. Dulce Pantaleon, Doral's General Services Administrator, it is assumed that these odors emanate from one or both of the solid water facilities located in or adjacent to the City Doral (suspect source areas). These facilities are the Covanta Energy waste to energy facility located at 6990 NW 97th Ave, Doral, FL and the Medley Landfill located at 9350 NW 89th Ave, Medley, FL. The City has previously conducted air sampling program (TRC, 2017) that did not identify the presence of toxic gases at concentrations in excess of urban background levels. However, in response to continued odor complaints, a City of Doral Environmental Advisory Task Force, (February 2019) recommended that sampling be conducted in an effort to evaluate the source and nature of these odors so that the health effects, if any, on citizens could be evaluated.

E Sciences was asked to provide a proposal to collect information that would help the City identify the nature and source of the odors noted in the City. The following proposal outlines our approach to data collection that will help the City with this evaluation. Please note that an evaluation of the potential health effects related to our findings is beyond the scope of this evaluation.

Proposed Scope of Services

E Sciences will conduct a Site visit in order to evaluate potential sampling locations and to identify the locations that have documented several odor complaints. During this Site visit, the following preliminary sampling program will be initiated. Sampling will be conducted in accordance with the applicable Florida Department of Environmental Protection (FDEP) standard operating procedures (SOPs). During all preliminary sampling events, the H₂S concentration will be collected with a continuously logging H₂S meter.

Preliminary Sampling

Soil Sampling: E Sciences will conduct hand augur soil borings at locations that the City identifies. If these locations are on private land, it is our assumption that the City will arrange for access for our field crews. Soil boring will be conducted to refusal or the water table (if less than eight feet below land surface) and samples will be collected at two-foot intervals and screened for organic vapors with an organic vapor analyzer (OVA) and hydrogen sulfide gas (H₂S) with an H₂S meter. Up to five soil samples (one from each boring) will be collected from the sample with elevated OVA or H₂S readings. If no OVA or H₂S readings are encountered, the surface to 0.5 foot below land surface (bls) interval will be retained for laboratory analysis.

Surface water sampling: E Sciences will collect up to five surface water samples from ditches or stormwater ponds identified by the City in the vicinity of the suspected sources. If these locations are on private land, it is our assumption that you will arrange for access for our field crews. The collected samples will be retained for laboratory analysis.

Groundwater sampling: E Sciences will utilize a geoprobe to collect up to five ground water samples from locations identified by the City in the vicinity of the suspected sources. If these locations are on private land, it is our assumption that you will arrange for access for our field crews. The collected samples will be retained for laboratory analysis. It is our understanding that you would like these samples to be collected within 24 hours of a rain event.

Air sampling: E Sciences will collect up to 10 instantaneous air samples in SUMMA canisters for laboratory analysis. It is our intent to collect these samples when odors are present in the sampled areas. We will count on the City to notify us when odors are present, or when odors have been reported. Then, based on our availability, we will mobilize to the site for sampling.

Laboratory analysis. The collected soil, surface water, groundwater and air samples will be delivered under proper chain of custody to ENCO Laboratory in Orlando Florida. The air samples

will be analyzed for volatile organic compounds (VOCs) via method TO-15. The soil, surface water and groundwater samples will be analyzed for VOCs via EPA method 8260, sulfide via EPA method 9034 and ammonia via EPA method 350.1.

The purpose of the preliminary sampling event is to document the presence of constituents, including H₂S, in the air, soil surface water or groundwater that are potentially related to the suspected sources. If the presence of H₂S gas is documented, the long-term air monitoring task presented below will be implemented.

H₂S monitoring: E Sciences will implement a H₂S gas sampling program that will consist of placing two Jerome 651 gas data loggers (or equivalent) at locations near the suspected sources within the City of Doral. Please note that a power source and a secure location (preferably fenced) are required for meter placement. Again, if the selected locations are on private land, we assume that you will obtain site access. The Jerome 651 meter is designed to collect air samples at selected sample intervals and record the concentration of H₂S gas present. Wind speed and direction are also collected by the data logger. The data are stored in the meter and can be downloaded for reporting purposes. We anticipate that the data loggers will be in use for one month.

Report

Completion of the data collection, we will prepare a report of our findings. This report will include laboratory and data logger data displayed in tables and graphs as appropriate. We will include published data concerning the health effects of H₂S gas in the ranges noted during our monitoring period. Recommendations for additional sampling, if any, will be presented. We have included time for E Sciences to present our findings to staff and answer questions.

Fee

We propose performing the sampling described in this proposal for an estimated fee of \$59,280. If unforeseen conditions should require services beyond the scope of services described herein, E Sciences will notify you promptly of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates. Please note that payment of our invoice is due upon receipt.

Schedule

Upon authorization, a Site visit will be scheduled within two weeks based on your availability. We request that a representative from the City guide us on the Site visit and provide Site access as required. We will respond in a timely matter to collect the initial air samples within the first three times we are notified by the City of the reported odors. The H2S monitoring will be initiated after locations are identified, given that H2S gas is noted in the preliminary sampling event.

Authorization

As our written authorization, please provide us with a work order that references this proposal.

We appreciate the opportunity to offer our professional services on this project and look forward to working with you. If you have any questions concerning this proposal, please contact us at 407-481-9006.

Sincerely,

E SCIENCES, INCORPORATED



Scott Evanson, P. G.
Senior Geologist



Justin Freedman
Associate

Copies: Dulce Pantaleon, General Services Administrator – Project Coordinator, City of Doral



Project Name: Environmental Sampling
 Client: City of Doral
 Site: City of Doral
 Location: City of Doral
 Proposal Number: 7-0457-P01

Rates: 2019

Name of the Task	Job set up/Project managemnet			Preliminary sampling		H2S Monitoring		Report and Staff presentation		TOTALS	
	Rate	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
LABOR											
Principal	\$195	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Chief Eng. / Director / Associate	\$195	10	\$ 1,950.00	0	\$ -	5	\$ 975.00	10	\$ 1,950.00	25	\$ 4,875.00
Senior Professional II	\$175	20	\$ 3,500.00	20	\$ 3,500.00	10	\$ 1,750.00	48	\$ 8,400.00	98	\$ 17,150.00
Senior Professional I	\$145	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Professional II	\$120	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Professional I	\$110	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Professional II	\$95	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Staff Professional I	\$85	10	\$ 850.00	50	\$ 4,250.00	80	\$ 6,800.00	40	\$ 3,400.00	180	\$ 15,300.00
Technican II	\$75	0	\$ -	30	\$ 2,250.00	0	\$ -	0	\$ -	30	\$ 2,250.00
Technican I	\$65	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Senior GIS Analyst	\$110	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
CADD/GIS	\$80	0	\$ -	0	\$ -	0	\$ -	6	\$ 480.00	6	\$ 480.00
Admin Asst / Clerical	\$50	2	\$ 100.00	0	\$ -	0	\$ -	10	\$ 500.00	12	\$ 600.00
TOTAL LABOR		42	\$ 6,400.00	100	\$ 10,000.00	95	\$ 9,525.00	114	\$ 14,730.00	351	\$ 40,655.00
SUBCONTRACTORS											
ENCO	\$3,300.00	0	\$ -	1	\$ 3,630.00	0	\$ -	0	\$ -	1	\$ 3,630.00
Ametec (Portable H2S Meter)	\$2,010.00	0	\$ -	1	\$ 2,211.00	0	\$ -	0	\$ -	1	\$ 2,211.00
Ametec (H2S Monitoring Stations) equipment	\$4,200.00	0	\$ -	0	\$ -	2	\$ 9,240.00	0	\$ -	2	\$ 9,240.00
installation	\$400.00	0	\$ -	1	\$ 440.00	0	\$ -	0	\$ -	1	\$ 440.00
geo probe	\$300.00	0	\$ -	0	\$ -	2	\$ 660.00	0	\$ -	2	\$ 660.00
	\$1,800.00	0	\$ -	1	\$ 1,980.00	0	\$ -	0	\$ -	1	\$ 1,980.00
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL SUBCONTRACTORS + Mark up	10%	0	\$ -	4	\$ 8,261.00	4	\$ 9,900.00	0	\$ -	8	\$ 18,161.00
OTHER DIRECT COSTS (ODC)											
Travel	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
(change % that you will be using)	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL OTHER DIRECT COSTS (ODC) + Mark up	0%	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
FIXED COSTS (In House Direct Expenses)											
MILEAGE	\$0.75	0	\$ -	200	\$ 150.00	200	\$ 150.00	200	\$ 150.00	600	\$ 450.00
COPIES	\$0.10	0	\$ -	20	\$ 2.00	20	\$ 2.00	100	\$ 10.00	140	\$ 14.00
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTAL FIXED COSTS		0	\$ -	220	\$ 152.00	220	\$ 152.00	300	\$ 160.00	740	\$ 464.00
TOTAL LABOR			\$ 6,400.00		\$ 10,000.00		\$ 9,525.00		\$ 14,730.00		\$ 40,655.00
TOTAL SUBCONTRACTORS			\$ -		\$ 8,261.00		\$ 9,900.00		\$ -		\$ 18,161.00
TOTAL ODC			\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL FIXED COSTS			\$ -		\$ 152.00		\$ 152.00		\$ 160.00		\$ 464.00
TOTAL LABOR AND EXPENSES			\$ 6,400.00		\$ 18,413.00		\$ 19,577.00		\$ 14,890.00		\$ 59,280.00

Blue fields can be updated

RESOLUTION No. 19-256

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND HW LOCHNER, INC., TO PROCEED WITH ENGINEERING CONSULTING SERVICES FOR THE PROVISION OF ENVIRONMENTAL SAMPLING IN AN AMOUNT NOT TO EXCEED \$65,205.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (City) deems that the existence of odor nuisances within its boundaries interferes with the quality of life of its citizens; and

WHEREAS, by Resolution No. 17-227, the City in response to the continuous concerns about the nuisance odors and other environmental issues, appointed the Doral Environmental Task Force to investigate and provide recommendations; and

WHEREAS, staff recommends that the City Council the City Manager continues to conduct studies to collect information that would help the City identify the nature and sources of the odors, and

WHEREAS, H.W. Lochner, Inc., is a prequalified provider of professional engineering services selected in accordance with Consultant Competitive Negotiation Act (CCNA) requirements and approved by the City Council in November 2017; and

WHEREAS, staff recommends that the City Council approve and authorize the City Manager to execute the work order with H.W. Lochner, Inc., to provide environmental sampling in an amount not to exceed of \$65,205.00; and

WHEREAS, funding for this request is encumbered in Fiscal Year 2018-19 under Purchase Number 2019-2066 (\$55,000), and the remaining is available from the Public

Works Department Fund, FY 2019-2020, Account Number #001.80005.500310, Line Item –
“Odor Monitoring”.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Work Order between the City of Doral and H.W. Lochner, Inc. for the engineering services for environmental sampling, in an amount not to exceed of \$65,205.00, a copy which is attached as Exhibit “A”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Work Order and expend budgeted funds on behalf of the City in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote

was as follows:

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 8 day of October, 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY