



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the ___ day of October, 2018 by and between:

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
(Hereinafter referred to as "the City")

AND
TRC Environmental Corporation
13351 Progress Blvd. Suite A
Alachua, FL 32615
(Hereinafter referred to as "the Consultant")

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

1. **THE CONTRACT DOCUMENTS**

1.1 The documents, attached hereto and made part hereto as Exhibit "A", consists of the Proposal dated October 23, 2018, submitted by the Consultant detailing the elements agreed upon for the City of Doral.

ARTICLE 2

2. **SCOPE OF SERVICES**

2.1 These tasks are enumerated under the proposed Scope of Work in the proposal dated received October 23, 2018.

ARTICLE 3

3. CONTRACT SUM

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for time and materials associated with performing the work in accordance with the proposed scope of work and the negotiated not to exceed price of \$53,797.00

ARTICLE 4

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the Scope of Work and, subject to authorized adjustments, shall be totally complete and ready for final payment within 90 calendar days from the date of the Notice to Proceed (NTP).

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 Once the Consultant receives the agreement and the purchase (PO) for the full amount, the Consultant will issue a 50% deposit invoice, and the balance will be due upon completion of the work and presentation to City Council. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Consultant's invoice shall show a breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

ARTICLE 6

6. INDEMNIFICATION

- 6.1 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out of the contract work.

ARTICLE 7

7. INSURANCE

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 7.1 Worker's Compensation and Employer's Liability Insurance. If applicable coverage to apply for all employees at minimum statutory limited as required by Florida Law.
- 7.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 7.4 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall endorse with a provision that not less than thirty (30) calendar day's written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

ARTICLE 8

8. ASSIGNMENT

- 8.1 This Agreement shall not be assignable by the Consultant.

ARTICLE 9

9. PROHIBITION AGAINST CONTINGENT FEES

- 9.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

ARTICLE 10

10. TERMINATION

- 10.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

ARTICLE 11

11. NONEXCLUSIVE AGREEMENT

- 11.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

ARTICLE 12

12. ENTIRE AGREEMENT

- 12.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

ARTICLE 13

13. ATTORNEY'S FEES

- 13.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 14

14. NONDISCRIMINATION

14.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 15

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 16

16. INDEPENDENT CONTRACTOR

16.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

ARTICLE 17

17. COMPLIANCE WITH LAWS

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

ARTICLE 18

18. NOTICES

18.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Edward Rojas
City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to: Mr. Luis Figueredo
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Connie Diaz
City Clerk
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Consultant: Mr. Jonathan Bower
Manager, Air Quality and Meteorological
Monitoring.
13351 Progress Blvd., Suite A
Alachua, FL 32615

ARTICLE 19

19. **GOVERNING LAW**

19.1 This Contract shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.


Consultant:

Mr. Jonathan Bower *Corporation*
TRC Environmental Solutions
13351 Progress Blvd, Suite A
Alachua, FL 32615

City:


City of Doral
8401 NW 53rd Terrace
5080 NW 74th Street
Doral, FL 33166

By:



11.5.18

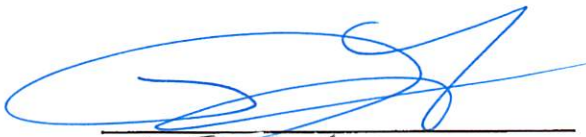
By:



Edward Rojas
City Manager

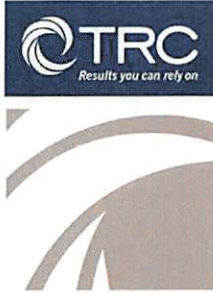


Connie Diaz
City Clerk



Luis Figueroa, Esq.
City Attorney

Attest: _____



13351 Progress Blvd
Suite A
Alachua, FL 32615

352.378.0332 PHONE
352.378.0354 FAX

www.trcsolutions.com

*Submitted via e-mail
Dulce.Pantaleon@cityofdoral.com*

October 23, 2018

Ms. Dulce Pantaleon, MPA
General Service Administrator
Public Works Department
City of Doral
8401 Northwest 53rd Terrace
Doral, FL 33166
305.593.6740 Ext. 6010

Re: TRC Proposal Number 316572.9990.0000

Dear Ms. Pantaleon:

TRC is pleased to provide this proposal for conducting an ambient air quality study for the City of Doral. The purpose of this study is to collect and analyze ambient air samples in order to quantify reduced sulfur compounds that are potentially causing the odors associated with the Medley landfill and Covanta's nearby waste to energy facility. In addition to collecting ambient air samples, TRC will perform screening measurements of reduced sulfur compounds from water bodies and soils surrounding the above sources.

The following sections summarize the proposed scope of work (SOW), costing, schedule, personnel qualifications and assumptions.

Background/Problem

Residents of the City of Doral (Doral) have expressed concern with odors that are potentially emanating from the nearby Medley Landfill and Covanta-Dade Renewable Energy (WTE) facility. In 2009, Doral established an Odor Control Hotline to allow citizens to report odors at the time of their occurrence. Recent odor studies and environmental compliance audits suggest the Medley landfill and WTE facility are in compliance with applicable regulations. Citizens continue to observe strong odors and as a result, Doral is considering conducting an ambient air monitoring study to quantify concentrations of odor-causing pollutants.

Scope of Work

At the request of Doral, Mr. Jonathan Bowser, Manager of TRC's Ambient Monitoring Practice, visited the city and provided suggestions for developing an ambient air sampling program for reduced sulfur compounds (RSCs) and volatile organic compounds (VOCs) associated with objectionable odors. As a result of that meeting and previous conversations with Doral, TRC proposes a two-week (14 days) study to measure concentrations of RSCs that may be causing odors in the vicinity of the landfill and WTE facility.

Specifically, TRC proposes to:

- Set up a gas chromatograph and associated support equipment for the analysis of RSCs (hydrogen sulfide, methyl mercaptan, ethyl mercaptan, dimethyl sulfide and carbonyl sulfide) at a facility provided by the City of Doral,
- Collect daily air samples (morning and evening) at locations in the vicinity (downwind) of the landfill and WTE facilities,
- Respond to location of an odor complaint, collect an air sample and immediately analyze the sample for RSCs,
- Collect water samples from lakes and soil samples adjacent to the landfill and WTE facilities for off-site laboratory analysis of VOCs and RSCs. Please note that these measurements will be performed following a modified EPA method and results will be for screening purposes only.
- Results of soil and water samples will be used to determine if flux measurements should be conducted to estimate emission rates from soil and water bodies.
- Review analytical data and provide a summary of results along with a recommendation to the city for future monitoring, if deemed necessary.

Mobilization/Installation

TRC will begin mobilizing sampling equipment as soon as authorization is received. Mobilization and Installation will include:

- Ordering certified RSC calibration standards,
- Ordering new Tedlar bags for air samples and vials for water and soil samples,
- Coordinating with contract laboratory for off-site analysis of VOCs and RSCs in soil and water samples.
- Transport of gas chromatograph, calibration gas and support equipment to Doral facility to be used as an on-site laboratory.

Routine Operations

Routine sampling operations will be carried out by TRC staff over a two-week period.

Sampling will be conducted daily at locations determined to be downwind of the facilities in question. Samples will be collected twice per day, morning and evening, and analyzed on-site as soon as practicable for RSCs. Additionally, during the two-week study period, samples will be collected from adjacent water bodies and soils and sent to a contract laboratory and analyzed for RSCs and VOCs to determine if they are potential odor sources.

During the two-week period, TRC staff will respond to the location of an odor complaint as soon as possible after being notified by a Doral staff member. If an odor is detected, an eight-liter bag sample will be collected and analyzed immediately.

Reporting

A report will be provided to the City within 15 business days after receiving the last set of data from water and soil samples. The report will include:

- Recapitulation of sampling events and any sampling issues,
- Summary of local meteorological conditions during sampling events (data from the Miami International Airport (MIA) will be used),
- Summary of all sample RSC concentrations,
- Results of water and soil sample analyses, and
- Recommendation for additional sampling, if deemed necessary.

Demobilization

At the end of the two-week study, TRC will remove all equipment installed at the facility provided by the city.

Project Team

Mr. Jonathan Bowser will serve as TRC's Project Manager and will oversee all sample collection and analysis activities. Mr. Bowser will be responsible for ensuring that all tasks are completed in an efficient and effective manner following all applicable regulations and guidance documents. Mr. Bowser has a M.S. in Environmental Engineering and over 30 years of experience conducting air quality and meteorological monitoring programs in all 50 states and many U.S. territories as well as internationally.

Mr. Roger Osier, TRC's Ambient Monitoring Field Supervisor will assist Mr. Bowser with sample collection and analyses. Mr. Osier has 20 years of experience collecting and analyzing air samples.

Data management and reporting will be performed by Ms. Melita DeBaise. Ms. DeBaise holds a B.S. in Chemistry and serves as the data manager for TRC's ambient monitoring projects. She has 11 years of air quality monitoring experience.

Together, Mr. Bowser and Ms. DeBaise will perform the review, analysis of data generated from this sampling program, and final reporting.

Schedule

Following (Table 1) is a proposed schedule for the Doral monitoring program. This schedule assumes TRC receives authorization to proceed on or before October 31, 2018. Please note, due to holidays and TRC personnel travel schedules, TRC proposes that this study will take place over a non-consecutive 12-14 day period.

Table 1. Schedule

ACTIVITY	DATE (2018)
Authorization to Proceed	On or before October 31 st
Equipment Installation	November 5 th – 6 th
Begin Sample Collection	November 7 th
Subsequent Sample Days	November 7 th through November 30 th
Final Sample Collection	November 30 th
Demobilization	December 3 rd
Report Submitted to City of Doral	On or before January 8 th

Costing and Assumptions

TRC proposes to conduct the sampling program described in this proposal on a time and materials price, not to exceed \$53,797 (fifty-three thousand, seven hundred and ninety-seven dollars), without authorization from the City. This cost estimate is based on the following assumptions:

- TRC will:
 - Collect and analyze ambient air samples over a 12-day period for RSCs (hydrogen sulfide, methyl mercaptan, ethyl mercaptan, dimethyl sulfide and dimethyl sulfide),
 - TRC will contract an outside laboratory to analyze headspace of water and soil samples following a procedure based on EPA Method 5021A, or equivalent method,

- Results provided for RSCs will be used as screening values only,
 - Review data on a timely manner,
 - Provide a summary report with recommendations for additional sampling, if determined to be necessary, following analysis of data from all sampling events.
- The City of Doral will:
 - Provide an employee who will assist Mr. Bowser and/or Mr. Osier,
 - Provide a room within a City building that can be used as a temporary laboratory. Room must be environmentally controlled and have adequate power (120 v, 20 amps).
 - Grant 24/7 access to building where laboratory is located.
 - Notify TRC immediately when an odor complaint is received.

A breakdown of the costing is provided below. This cost estimate includes labor and travel expenses for Mr. Bowser to attend a City Council meeting to present and discuss the results of this study.

LABOR	\$27,266
EQUIPMENT	\$1,133
TRAVEL	\$10,493
ANALYTICAL	\$11,500
SUBCONTRACTOR	\$0
ODCs	\$3,405
TOTAL	<u>\$53,797</u>

Costing for this proposal is based labor rates of \$188/hour for Mr. Bowser and \$90/hour for Mr. Osier and Ms. DeBaise (formerly Ms. Lihzis). The General Services Administration (GSA) Per Diem rate of \$66/day was used for travel days.

Terms and Conditions

The cost presented in this proposal is valid for 30 days from the date on the cover page (October 16, 2018). You may engage our services by issuing a Work Authorization that references TRC Proposal Number 316572.9990.0000. This proposal defines a technical

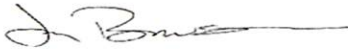
Ms. Dulce Pantaleon
City of Doral

October 23, 2018
TRC Proposal 316572.9990.0000

approach that represents intellectual property that is confidential to TRC Environmental Corporation (TRC). Accordingly, the information in this proposal shall not be disclosed outside the customer's organization and shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. Should a contract be awarded to TRC as a result of, or in connection with, the submission of this proposal, The City of Doral shall have the right to duplicate, use or disclose the information to the extent provided in the resulting contract. This restriction does not limit the City of Doral's right to use information contained in this document if it is obtained from another source without restrictions.

TRC appreciates this opportunity to provide Doral with a proposal for conducting air quality monitoring within the city. We are looking forward to working with you by providing our ambient air quality monitoring services. If you have any questions regarding this proposal, please contact me at (352) 260-1162 or jbowser@trcsolutions.com.

Sincerely,



Jonathan Bowser
Manager, Air Quality and Meteorological Monitoring

Air Measurements – Gainesville Office
13351 Progress Blvd
Suite A
Alachua, Florida 32615
(352) 260-1162 Cellular (preferred)
(352) 378-0332 Office
Email: jbowser@trcsolutions.com



RESOLUTION No. 18-201

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRC ENVIRONMENTAL CORPORATION FOR THE PROVISION OF AIR, WATER & SOIL QUALITY STUDIES IN AN AMOUNT NOT TO EXCEED \$53,797.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT 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) hired a consultant to conduct an environmental audit of the air permits issued to the Medley landfill and the Miami-Dade County facility waste-to-energy facility; and

WHEREAS, as part of the audit, all permits were found to be in compliance; and

WHEREAS, in January of 2018, the Mayor and City Council provided directive to City Staff to develop a plan for the implementation of 24/7 odor monitoring to identify the source and content of the foul odor; 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 approve and authorize the City Manager to execute the professional service agreement with TRC Environmental Corporation for the provision of air, water, and soil quality studies in an amount not to exceed of \$53,797.00.

**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 Professional Service Agreement between the City and TRC Environmental Corporation, attached as Exhibit "A", for the air, water, and soil testing in the not to exceed amount of \$53,797.00 is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Professional Service Agreement and expend budgeted funds on behalf of the City in furtherance hereof and waive the competitive bidding process as per the City's Code of Ordinance Section 2-323 – *Exemptions from competitive bidding*, and for the City Manager to execute the Professional Service Agreement 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 Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 1 day of November, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
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