



CITY OF DORAL  
RECORD (MASTER) COPY  
TRANSMITTAL FORM  
OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.  
*Department*

Delivered by: Luisy Barrera  
*Name*

Date of Transmittal: 3.3.2015

City Clerk's Date Stamp  
03-03-15P04:04 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other:  
Work Order

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Is this contract/ agreement:  Capital Improvement  Non Capital Improvement

Description of Record Copy: Professional Service Industries WO for NW 114 Ave Soil Sample  
Three (3) copies forwarded to CC; Kindly return two (2) to PWD. Thank You.

Approved by Council:  Yes  No Council Meeting date: \_\_\_\_\_

**Office of the City Clerk Administrative Use Only**

Received by: Connie Diaz

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

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Digital archive: 3/4/15 (Date) Hard copy archive: 3/4/15 (Date)

Tracking Log: 3/4/15 (Date) Website: 3/4/15 (Date)

Copy provided in electronic format to originating Department on 3/4/15 (Date)

Originals returned on 3/4/15 (Date)

**WORK ORDER FOR PROFESSIONAL SERVICES**

TO: Professional Service Industries, Inc.  
7950 NW 64 Street  
Miami, Florida 33166  
Phone: (305) 471-7725

DATE: February 18, 2015

The City of Doral authorizes the firm of Professional Service Industries, Inc. to provide soil sampling services for the NW 114<sup>th</sup> Avenue Park to detect the presence of arsenic in the existing organic material that will be removed as part of the development of the Park. The work should be performed as described on the attached Proposal submitted by your firm dated February 17, 2015.

**SCOPE OF SERVICES AND SCHEDULE:**

The scope of the project will be as described in the attached proposal from Professional Service Industries, Inc. The schedule requires the work to be performed within 20 calendar days. 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 of \$4,000.00. 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: Professional Service Industries, Inc.

BY: [Signature]  
NAME: Glenn Rothardt  
TITLE: Dept. Manager

WITNESSES:

1. [Signature]  
2. [Signature]

SEAL:



OWNER: City of Doral

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

AUTHENTICATION:

BY: [Signature]  
NAME: Connie Diaz  
TITLE: Deputy City Clerk  
Interim

APPROVED AS TO FORM:

BY: [Signature]  
NAME: WEISS, SEROTA, HELFMAN, COLE,  
BIERMAN & POPOK, PL  
TITLE: City Attorney

February 17, 2015

via email: [jorge.gomez@cityofdoral.com](mailto:jorge.gomez@cityofdoral.com)

City of Doral  
8401 NW 53<sup>rd</sup> Terrace, 2<sup>nd</sup> Floor  
Doral, Florida 33166

Attn: Mr. Jorge Gomez  
Chief of Engineering

Re: Proposal for Limited Soil Sampling Activities  
Proposed N.W. 114<sup>th</sup> Avenue Park  
11300 N.W. 81<sup>st</sup> Terrace  
Doral, Miami-Dade County, Florida  
PSI Proposal No.: 0784-145175

Dear Mr. Gomez:

Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to perform Limited Soil Sampling activities for the above-referenced property as requested by City of Doral. (Client).

### **PROJECT BACKGROUND AND UNDERSTANDING**

The subject property consists of an approximate ±18 acres parcel of land located on the southwest corner of N.W. 82<sup>nd</sup> Street and 112<sup>th</sup> Avenue in Doral, Florida. The site is bounded by N.W. 82<sup>nd</sup> Street on the north, N.W. 112<sup>th</sup> Avenue on the east, and residential communities on the south and west sides of the property. N.W. 114<sup>th</sup> Avenue traverses through the middle of the property, carrying traffic in the north-south direction. The current condition of the “south-half” of the property is densely vegetated, while, the “north-half” of the property has highly variable grades and vegetation to a lesser degree compared to the south-half. PSI’s soil sampling activities will be limited to the approximate “south half” 9 acres of the overall property.

### **SCOPE OF SERVICES**

Based on client’s request, in order to obtain information regarding the presence of arsenic in the organic material that will be removed from the subject property (varies from approximately 3 to 6 feet thick), the following scope of services has been developed:

#### Soil Assessment Activities

- Utilizing hand auger methodologies, PSI will perform up to nine soil borings on the subject property. The property will be divided into approximately nine 1-acre grids with one soil sample location per grid box.
- In order to evaluate arsenic concentrations, PSI will collect up to 15 soil samples. The soil samples will be collected from approximate 3 foot depth intervals up to 6 feet below land surface (BLS), depending on the organic thickness present, at each sample location to provide

an adequate evaluation of the soil that will be removed. The soil samples collected will be submitted for laboratory analysis for arsenic.

### Report

PSI will prepare a Limited Soil Sampling Report detailing the field sampling protocols, laboratory analytical results, and comparison of the results to Chapter 62-777, FAC cleanup criteria. The report will include tables, and conclusions based on the results of the assessment activities.

### **SCHEDULE**

PSI estimates the following task durations:

- Scheduling field activities – approximately 3 to 5 business days
- Field activities – approximately 1 to 2 business days
- Receipt of laboratory results – approximately 2 to 3 days (for expedited turnaround time [TAT])
- Report preparation – approximately 7 to 10 days
- Total Estimated Duration – approximately 13 to 20 days (expedited lab TAT)

Utilizing an Expedited TAT, PSI estimates 2 to 3 weeks following authorization to complete this project. If PSI encounters conditions that alter the proposed schedule, PSI will contact you to establish a new schedule.

### **FEE**

PSI proposes to provide our services on a time and material basis and we estimate our total fee to be **\$4,005.00** for expedited laboratory turnaround time (7-10 business days) as detailed below.

Field Services	2,423.00
Laboratory Analysis	450.00
Project Management / Report Preparation	<u>1,132.00</u>
<b>Project Total</b>	<b>\$4,000.00</b>

Our estimate is detailed on the Project Budget Estimate provided as Attachment A. Additional work required beyond the scope of services included in this proposal (i.e., access problems, weather delays, depth to groundwater and/or the confining layer, or other such factors beyond PSI's control) will be invoiced on a time and expense basis. However, PSI will not provide services not detailed on the Project Budget Estimate without your prior authorization to proceed.

### **TERMS AND CONDITIONS**

PSI will provide our services under the terms and conditions listed in the General Conditions that are attached to this proposal. It should be noted that PSI is not an owner, operator, generator, storer, transporter, treater or disposal facility for hazardous wastes and we will require the client to sign any waste disposal manifests as generator.



### AUTHORIZATION

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below, and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

### CLOSING

Thank you for choosing PSI as your consultant for this project. If you have any questions regarding the information contained herein, or if we can be of additional service, please contact the undersigned at (305) 471-7725.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Daniela A. Peguero, E.I.  
Staff Engineer



Glenn R. Potharst  
Department Manager – Environmental Services

cc: Angela C. Garzia, P.E. – PSI

### Proposal Authorization & Payment Instructions

#### Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

\_\_\_\_\_  
Authorized By (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order No. / Project Tracking No. (if applicable)

#### Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Approval Party

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY A GREETING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**ATTACHMENT A**  
**PROJECT BUDGET ESTIMATE**  
 Arsenic Soil Sampling  
 Proposed N.W. 114th Avenue Park  
 Doral, Miami-Dade County, Florida  
 PSI Proposal No. PO-0784-145175

**Field Services**

1. Principal Consultant	2 hours	\$ 120.00 /hour	\$ 240.00
2. Project Engineer	12 hours	\$ 95.00 /hour	\$ 1,140.00
3. Senior Field Technician	16 hours	\$ 58.00 /hour	\$ 928.00
4. Field Services Vehicle	1 days	\$ 115.00 /day	\$ 115.00
			subtotal \$ 2,423.00

**Analytical Testing - Soil (Expedited Laboratory TAT)**

1. Arsenic	15 tests	\$ 30.00 /test	\$ 450.00
			subtotal \$ 450.00

**Project Management and Report Preparation**

1. Principal Consultant	2 hours	\$ 120.00 /hour	\$ 240.00
2. Project Engineer	6 hours	\$ 95.00 /hour	\$ 570.00
3. CADD	4 hours	\$ 58.00 /hour	\$ 232.00
4. Secretary	2 hours	\$ 45.00 /hour	\$ 90.00
			subtotal \$ 1,132.00

<b>ESTIMATED TOTAL (Standard Laboratory TAT)</b>	<b>\$4,000.00</b>
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