

WORK ORDER No. 12 FOR PROFESSIONAL SERVICES

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

DATE: May 13, 2020

The City of Doral authorizes the firm of H.W. Lochner, Inc. to provide professional engineering services for environmental engineering services to coordinate, report, manage and present findings of environmental sampling collection. Where 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 through Resolution 17-202. 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 dated April 20, 2020 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. dated March 24, 2020. The scope includes provision of professional engineering services for environmental engineering services to coordinate, report, manage and present findings of environmental sampling collection. The schedule requires the work to be performed within 90 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 of \$59,400.00.


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.

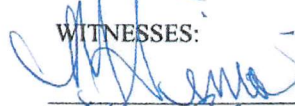
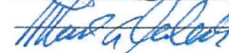
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

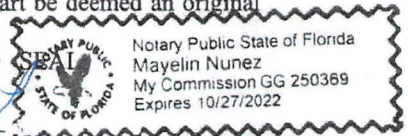
CONSULTANT: H.W. Lochner, Inc.

BY: 
NAME: Edwin F. Mojena, PE
TITLE: Vice President


OWNER: City of Doral
BY: 
NAME: Albert P. Childress
TITLE: City Manager

WITNESSES:

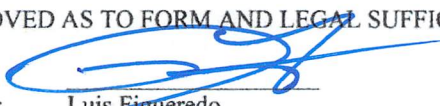
1. 
2. 



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
TITLE: City Attorney

March 24, 2020

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 Additional 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 additional 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 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 **(\$59,400.00)** 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 F. Mojena, PE

Digitally signed by Edwin F. Mojena, PE
DN: cn=US, E=emojena@nwlochner.com,
o=LOCHNER, ou=H.W. Lochner,
cn=Edwin F. Mojena, PE
Location: Miami
Reason: I agree to the terms defined by the
placement of my signature on this document
Contact info: Edwin F. Mojena
Date: 2020.03.24 08:40:48-0400'

Edwin Mojena, PE
Vice President

ACCEPTED BY: _____ DATE: _____



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

March 12, 2020

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

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

Dear Mr. Sauleda,

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal for additional environmental sampling at various locations identified by the City of Doral (Doral) 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

As document on our report dated March 4, 2020, E Sciences conducted sampling to acquire data that would assist the City in identifying the nature and source of the odors noted in the northwest portion of the City. The suspected source (s) of these odors are the Miami-Dade County Resources Recovery Facility located at 6990 NW 97th Ave, Doral, FL and the Medley Landfill located at 9350 NW 89th Ave, Medley. The goal of this sampling was to collect soil, groundwater, and surface water samples from areas identified by the City and laboratory analyze them for constituents (volatile aromatic compounds (VOCs) sulfide and ammonia) that may tend to contribute to the odors noted in the City. In addition, E Sciences screened soil samples for organic vapors and hydrogen sulfide gas (H₂S) using handheld meters, collected air screening samples using the handheld H₂S meter, and collect air samples with SUMMA canisters for laboratory analysis.

Following completion of our initial field services, H₂S data loggers were installed at two locations. These systems were designed to provide long-term, continuous H₂S gas (H₂S) monitoring at a minimum measurable level of 3 parts per billion (ppb) or 0.003 parts per million (ppm). Data logger samples were collected for 33 days at two location in the City. Detectable concentrations of H₂S were identified during numerous days at both data logger locations.

E Sciences, INCORPORATED
34 East Pine Street • Orlando, FL 32801
ph 407-481-9006 fax 407-481-9627
www.esciencesinc.com

Following the submittal of our report, E Sciences was asked to provide a proposal to conduct additional H₂S sampling from data loggers placed in select areas of the City. The following proposal outlines our approach to this data collection effort. 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

H₂S monitoring: E Sciences will implement a H₂S gas monitoring program that will consist of placing five Jerome 651 gas data loggers (or equivalent) at City determined 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. The City will obtain access for the monitoring locations. The Jerome 651 meter is designed to collect air samples at selected sample intervals and record the concentration of H₂S gas present. 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.

In addition, two weather stations will be installed at secure City-determined locations. The weather stations will be active for one month. Wind speed and direction, relative humidity, barometric pressure, rain fall, temperature, and soil moisture data will be collected by the weather stations. The data are stored in the meters downloaded for reporting purposes.

Report

Following the 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. 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 **\$54,160**. 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

The H2S data loggers and weather stations will be installed within two weeks of receipt of authorization to proceed. E Sciences will visit the equipment locations weekly to download data and to confirm power to the units. The equipment will be removed after one month of monitoring. A report of our findings will be provided three weeks after completion of data collection

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

RESOLUTION No. 20-81

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 H.W. LOCHNER, INC., TO PROCEED WITH ENGINEERING CONSULTING SERVICES FOR THE PROVISION OF ENVIRONMENTAL SAMPLING IN AN AMOUNT NOT TO EXCEED \$59,400.00; 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, by Resolution No. 19-256, the City tasked Lochner with the collection and analysis of environmental data in order to determine the source of odor complaints being received; and

WHEREAS, the report stated the detection of specific compounds in the air sampling data, the City has decided to elaborate the air sampling for an additional period of time in order to achieve a wider data and control sample set; 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 \$59,400.00; and

WHEREAS, funding for this request is available from the Public Works Department Fund, FY 2019-2020, Account Number #001.80005.500310.

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 \$59,400.00, 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 Mariaca who moved its adoption.
The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

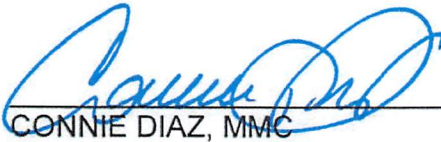
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.



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