

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EE&G ENVIRONMENTAL SERVICES, LLC.
FOR
EXPANDED PHASE II ESA FOR DORAL TEN, LLC. PURCHASE**

THIS AGREEMENT is made between **EE&G ENVIRONMENTAL SERVICES, LLC.** an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on January 9, 2019 City Council approved the purchase of the vacant lot located at approximately NW 70th Street between NW 102nd Avenue and NW 104th Avenue, hereinafter known as Doral Ten; and

WHEREAS, as part of the due diligence for the purchase of the property, the City procured the services of Marlin Engineering through the City’s pool of registered Engineering firms, of which EE&G was the sub-consultant tasked with the environmental assessment requested; and

WHEREAS, on December 20, 2018 the Phase I and II ESA was submitted to the City for review and consideration of the purchase, as such the City routed the report to MDC DERM for review; and

WHEREAS, on February 8, 2019 DERM submitted a letter requesting additional testing based on the ESA provided by the City; and

WHEREAS, on February 28, 2019, the City received a proposal for additional environmental testing as part of the due diligence in the City’s intent for purchasing of the Doral Ten property; and

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to complete additional extended environmental testing as required by DERM and as contemplated herein.

1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services as further described in Provider's Proposal attached as **Exhibit "A"** which are attached to this Agreement and incorporated herein and made part hereof by this reference.

1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables are received, unless earlier terminated in accordance with Paragraph 8.

2.2 Provider agrees that time is of the essence and shall complete this work within twenty (20) calendar days from the issuance of a Notice to Proceed ("NTP") by the City, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 As compensation for the Work, the City agrees to pay the Provider a fee in the amount of FOURTEEN THOUSAND NINE HUNDRED SEVENTY DOLLARS and ZERO CENTS (\$14,970.00), in accordance with the Provider's Proposal attached as **Exhibit "A"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of final completion of the work and a corresponding invoice from the Provider. Final completion of the work shall be defined as receipt of all final versions of the deliverables by the City.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 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 be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third

parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert Childress
 Acting City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

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

For The Provider: EE&G Environmental Services, LLC.
 5751 Miami Lakes Drive
 Miami Lakes, FL 3314

14. **Governing Law.**

- 15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out

of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

- 21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

- 22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

- 23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was

increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a

waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

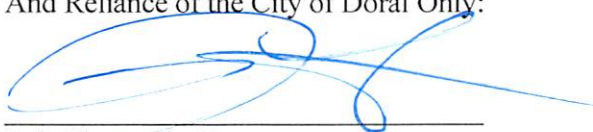


Connie Diaz, City Clerk

By: 

Albert Childress, Interim City Manager
Date: April 1, 2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

EE&G Environmental Services, LLC.



By: _____
Its: Vice President
Date: 2/28/2019

Exhibit "A"

EE&G Environmental Services Submittal

Exhibit “B”

Insurance Requirements

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City, or in accordance to policy provisions. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced below.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Primary Insurance Clause Endorsement
Contingent and Contractual Liability
Premises and Operations Liability

- II. Automobile Liability (If Applicable) \$1,000,000**
Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Doral listed as an additional insured

III. Workers Compensation

Statutory Limits- State of Florida
Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Error's & Omissions

A. Limits of Liability (E&O)

Each Claim \$2,000,000

Policy Aggregate \$2,000,000

Retro Date Included

- V. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by City of Doral Risk Management.



EE&G Environmental Services, LLC

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

February 28, 2019
Proposal No. 2018 - 3259.PPH2

Mr. Eugene Collings-Bonfill, P.E., P.S.M., CFM, PMP
Chief of Engineering
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

**Subject: Expanded Phase II Environmental Site Assessment Proposal
Vacant Land - Doral 10, LLC
6900-Block Between NW 102nd Avenue and NW 104th Avenue
City of Doral, Miami-Dade County, Florida
Folio No.'s: 35-3017-001-0210 and 35-3017-001-0208**

Dear Eugene:

EE&G Environmental Services, LLC (EE&G) has prepared this proposal to conduct an Expanded Phase II Environmental Site Assessment (ESA) at the above-referenced property in response to comments made by Miami-Dade County Department of Environmental Resources Management (DERM) in a letter dated February 8, 2019 (**Attachment A**). The objective of the sampling event is to further assess the potential impacts of the dumping of solid waste/construction and demolition material on various parts of the property.

Please note that implementation of this scope may be affected by limited accessibility due to heavily vegetated or forested areas at the property. This budget assumes that City of Doral can provide access to key sampling locations.

PROPOSED SCOPE OF SERVICES – EXPANDED PHASE II ESA

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.
- EE&G will retain a Florida-licensed environmental driller to advance soil borings and collect groundwater samples at the property over a two day period.

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.

Response to DERM Comment 1 - Stockpile Analysis

- EE&G recommends that seven composite soil samples be collected from the stockpiled soils, which will be analyzed for the following:
 - Volatile Organic Compounds (VOCs) by EPA Method 8260
 - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
 - Total Petroleum Hydrocarbons (TPH) via Method FL-PRO
 - Polychlorinated Biphenyls (PCBs) via EPA Method 8082
 - Organochlorine Pesticides by EPA Method 8081
 - Chlorinated Herbicides by EPA Method 8151
 - 8 RCRA Metals plus Aluminum and Iron by EPA Method 6010 and 7471
- DERM has requested leaching testing based on the total metal results. EE&G has estimated that two soil samples will be analyzed for two metals using either SPLP or TCLP leaching tests.

Response to DERM Comment 2 – Updated Groundwater Analysis

- The monitoring well MW-1 was observed to have been recently damaged during the clearing of Northwest 102nd Street. The well will need to be replaced. This budget assumes the other wells remain intact.
- Collect groundwater samples from the two eastern shallow wells (MW-1 and MW-2) to be analyzed for the following:
 - Total Aluminum, Iron, and Arsenic by EPA Method 6010
 - VOAs by EPA Method 8260
 - PAHs by EPA Method 8270
 - TPHs via Method FL-PRO
- Collect groundwater samples from MW-3, MW-4, and MW-5 to be analyzed for the following:
 - Aluminum, Iron, and Arsenic by EPA Method 6010

Response to DERM Comment 3 – Deferred Soil Analysis

- DERM indicated that additional soil sampling may be warranted depending upon the stockpile sampling results. Therefore, no response is warranted for this comment at this time.

Response to DERM Comment 4 – Soil & Vapor Analysis

- EE&G will retain a Florida-licensed well drilling contractor to advance two soil borings, one at each vapor well location (VP-1 and VP-2). Soil samples will be collected from the 0 to 2-feet and 2 to 4-feet BLS intervals and analyzed for the following:
 - VOAs by EPA Method 8260
 - PAHs by EPA Method 8270
 - TPH via EPA Method FL-PRO

- Collect two vapor samples from VW-1 and VW-2 using Suma Canisters equipped with a 4-hour sampling regulator. The vapor samples will be analyzed for Volatile Organic Compounds (VOCs) by EPA Method TO-15.
- Note: Due to clearing along Northwest 102nd Avenue, VP-1 was damaged and will need to be replaced.

Task 3 – Data Interpretation & Report Preparation

- EE&G will evaluate the assessment findings and incorporate the assessment methodologies, findings, conclusions and recommendations into a Site Assessment Report (SAR), 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 **\$14,970.00**. 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

CITY OF DORAL

AND

EE&G ENVIRONMENTAL SERVICES, LLC

This Agreement is made on February 28, 2019 by and between the City of Doral (the "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 Expanded Phase II ESA Proposal dated February 28, 2019, attached and incorporated in its entirety by reference.

2. **Period of Performance:**

20 business days from received authorization to proceed.

3. **Basis of Compensation:**

\$14,970.00; Lump Sum not-to-exceed without the Client's authorization.

4. **Method of Invoicing:**

A final invoice will be generated following field work activities. Payment-in-full is due within 30 days of receipt of the invoice.

5. **Professional Retainer:**

Waived upon receipt of Purchase Order (PO).

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: City of Doral

Sign: _____

Sign: _____

Name: Craig C. Clevenger, P.G.

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____

TABLE 1 - FEE ESTIMATE DETAIL
Expanded Phase II ESA
City of Doral - Doral 10, LLC Site
6900-Block of NW 104th & NW 102nd Avenues, Doral, FL
EE&G Project No. 2018 - 3259

Staff Classification/Expense Item	Rate (\$)	Unit			Subtotal (\$)
LABOR:					
Professional Geologist - Principal	\$165.00	Hour	3		\$495.00
Senior Project Professional	\$95.00	Hour	12		\$1,140.00
Project Geologist	\$80.00	Hour	18		\$1,440.00
CADD Draftsperson	\$65.00	Hour	2		\$130.00
Administrative Assistant	\$45.00	Hour	1		\$45.00
Subtotal - Labor Billing:				\$3,250	\$3,250.00
		Quantity	Rate	Unit	
Direct-Push Driller		1	\$1,850	Day	\$1,850.00
Monitoring Wells		1	\$350	Each	\$350.00
Vapor Wells		1	\$300	Each	\$300.00
Lab: Soil Samples - RCRA Metals + Al/Fe		7	\$115	Each	\$805.00
Lab: Soil Samples - VOC/PAH/TPH		7	\$310	Each	\$2,170.00
Lab: Soil Samples - PCB/Pest/Herb		7	\$360	Each	\$2,520.00
Lab: Soil Samples - SPLP/TCLP Extraction		2	\$100	Each	\$200.00
Lab: Soil Samples - Leaching Testing - 2 Metals per sample		6	\$30	Each	\$180.00
Lab: Soil Samples - VOA/PAH/TPH		4	\$250	Each	\$1,000.00
Lab: Groundwater Samples - Total As/Al/Fe		5	\$45	Each	\$225.00
Lab: Groundwater Samples - VOA/PAH/TPH		2	\$250	Each	\$500.00
Lab: Vapor Samples TO-15		2	\$495	Each	\$990.00
Soil/Groundwater Sampling Equipment		2	\$100	Day	\$200.00
Truck Rental/Mileage		2	\$85	Day	\$170.00
Shipping TO-15 Sample		1	\$100	Day	\$100.00
Other Direct Costs (5% of Labor)				\$163	\$162.50
Subtotal Expenses				\$11,723	\$11,722.50
Total Project Per Task:				\$14,973	
				Budget =	\$14,970



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 4th Floor

Miami, Florida 33136-3912

T 305-372-6700 F 305-372-6982

miamidade.gov

February 8, 2019

CERTIFIED MAIL NO. 7014 1200 0002 0826 9213

RETURN RECEIPT REQUESTED

Lizbeth D Arencibia, Manager
Doral 10, LLC
12145 NW 99 Avenue, Bay #5
Hialeah Gardens, FL 33018

Re: Phase 1 and Phase 2 Environmental Site Assessment Report (ESA) dated December 20, 2018 and prepared by EE&G for the Doral 10 LLC property (HWR-952) located at, near, or in the vicinity of Folio 35 3017 001 0210 and 35 3017 001 0208, Doral, Miami-Dade County, Florida.

Dear Ms. Arencibia:

The Department of Regulatory and Economic Resources-Division of Environmental Resources Management (DERM) has reviewed the above-referenced document received January 7, 2019 and offers the following comments:

1. The Phase 1 ESA identified dumping of solid waste/construction and demolition material on various parts of the property. This is evident by the site inspection conducted by the environmental consultant, the aerial photographs (i.e. 2004, 2007, etc.), and based on the consultant's interview with the property owner.

As these impacts are recognized environmental concerns from the property, further investigation of these stockpiles is warranted:

- Proper soil characterization of each individual stockpile shall be conducted. Soil samples shall be obtained for VOA, VOC, PAH, FL PRO, PCBs, Pesticides/Herbicides, RCRA Metals, Fe, and Al
- SPLP and TCLP testing shall be conducted as applicable.
- The number of samples and sample techniques shall be based on the DERM Soil Reuse guidance sampling protocol.
- The stockpiled material shall be properly disposed of, as required based on the sample results and the presence of solid waste, and disposal receipts provided.

Based on the results, additional soil and groundwater testing from the base of the stockpiles (once removed) and from remaining areas of the site may be required.

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2. Obtain a current round of groundwater samples from the existing monitoring wells for Al, Fe, and As. In addition, obtain a current sample from MW-1 and MW-2 for VOA, PAH, and FL PRO.
3. Comments on additional soil testing are being deferred pending the stockpile sample results. Please contact the project manager listed below once the results are available to establish additional soil testing requirements.
4. At the locations of the vapor probes VP-1 and VP-2, install one soil boring each. Sample and analyze each 2' interval from the surface to 2' below the water table for VOA, PAH, and FL PRO. Provide soil boring lithology logs for each boring.

In addition and based on the initial screening results, conduct Soil Gas Sampling (for the same parameters previously sampled for) in accordance with the USEPA Region 4 Operating Procedure for Soil Gas Sampling dated May 12, 2014.

5. The report references that contaminant impacts may be emanating from an off-site source such as the adjacent landfill. Provide the results of your data evaluation with supporting groundwater and/or perimeter gas readings to support the conclusion for each chemical of concern being attributed to an off-site source.
6. Soil boring lithology logs for all soil borings historically obtained and for all new borings shall be provided.
7. The map identifies a designation of "Wetland Area". Please contact Martha Garcia Lastre of DERM's Wetlands Resources Section at 305-372-6700 to establish any additional requirements pertaining to Wetlands on the property.

Be advised that the levels of groundwater and/or soil analytical results submitted in this report constitute violations of Chapter 24, Code of Miami-Dade County (the Code), specifically, Sections 24-44, 24-27, 24-28, and 24-29 of the Code.

Based on the above, and pursuant to Sections 24-7(15), 24-7(26), and 24-44(2)(g) of the Code, you are hereby ordered to submit to this office for review, within sixty (60) days of receipt of this letter, two copies of a Site Assessment Report (SAR), one paper and one electronic PDF on CD, prepared in accordance with Section 24-44(2)(j)(iv) of the Code and the above comments. Specific guidance for the preparation of the SAR may be downloaded from DERM's web page at: www.miamidade.gov/environment/pollution-remediation.asp.

Be advised that failure to comply with the above orders may result in enforcement action for this site.

Arencibia
HWR-952
February 8, 2019
Page 3 of 3

Any person aggrieved by any action or decision of the DERM Director may appeal said action or decision to the Environmental Quality Control Board (EQCB) by filing a written notice of appeal along with submittal of the applicable fee, to the Code Coordination and Public Hearings Section of DERM within fifteen (15) days of the date of the action or decision by DERM.

If you have any questions concerning the above, please contact Thomas Kux, P.G. (Thomas.Kux@miamidade.gov) of the DERM at (305) 372-6700.

Sincerely,



Wilbur Mayorga, P.E., Chief
Environmental Monitoring & Restoration Division

tk

pc: Martha Garcia Lastre, DERM
Craig Clevenger, P.G., EE&G, cclevenger@eeandg.com
Luis Figuerado, City of Doral, Luis.Figuerado@cityofdoral.com