

WORK ORDER No. 4 FOR PROFESSIONAL SERVICES

TO: Marlin Engineering Inc.
2191 NW 97 Avenue
Miami, Florida 33172
(305) 477-7575

DATE: October 16, 2018


The City of Doral authorizes the firm of Marlin Engineering, Inc. to provide professional engineering services to conduct environmental services activities and conduct a Phase I and Phase II Environmental Site Assessment (ESA) at the subject property located at along NW 90 Street by NW 109 Ave (Folio: 35-3007-001-0161). The services that will be provided as part of this task include project management, soil sampling and analysis, data interpretation, and presentation of a final report stating findings. The work should be performed as described on the attached Proposal submitted by your firm dated October 5, 2018.

SCOPE OF SERVICES AND SCEHDULE:


The scope of the project will be as described in the attached proposal from Marlin. The schedule requires the work to be performed within 20 business days from the date of execution. The performance of services associated with this Work Order will be executed on a lump sum basis with a not to exceed amount of \$11,500. 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.

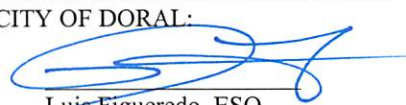
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Marlin Engineering, Inc.
BY: 
NAME: JOSE SANTIAGO
TITLE: VICE PRESIDENT

WITNESSES: SEAL:
1. _____
2. _____

OWNER: City of Doral
BY: 
NAME: Edward Rojas
TITLE: City Manager

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, ESQ.
TITLE: City Attorney



October 15, 2018

Eugene Collings Bonfill, P.E., P.S.M., PMP
Public Works Department
City of Doral
8401 Northwest 53rd Terrace, 2nd Floor
Doral, FL 33166
eugene.collings@cityofdoral.com

**Re: Professional Consulting Services for a Phase I and Phase II Environmental Site Assessment
Vacant Land – Section 7 159, LLC
10900-Block of NW 90th Street
City of Doral, Miami Dade County, Florida
Folio No.: 35-3007-001-0161**

Dear Mr. Collings:

Marlin Engineering, Inc. proposes to provide the services identified below pursuant to the Continuing Services Final Agreement provided by the City of Doral (The City) for Engineering and Architectural services, dated February 3, 2018.

I. General

The project consists of a Phase I and Phase II Environmental Site Assessment (ESA) at the above-referenced property.

II. Scope of Services

Task 1 – Please refer to attachment for the complete scope of services by EE&G, a subconsultant of Marlin Engineering.

Task 2 – Administrative Support

MARLIN will provide administrative support by developing and processing progress reports and invoicing.

III. Subconsultants – Optional Services

The below listed subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
EE&G	Environmental Services

IV. Schedule of Work

SCHEDULE OF DELIVERABLES			
Task or Activity ID#	Major Task, Sub-Task, Activity, or Deliverables	Duration	Delivery Date
	Data Interpretation & Report Preparation	20 business days	20 business days upon execution

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of \$11,500.00. The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental work order.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Task Name and/or Activity Description	Fee Amount	Fee Basis
	Phase I and II Environmental Site Assessment	\$11,000.00	Not to Exceed, Lump Sum
	Project Progress Reporting and Invoicing	\$500.00	Not to Exceed, Lump Sum

VI. Additional Services

Additional services and unforeseen circumstances beyond established scope shall be negotiated in good faith and at the sole discretion of The City.

VII. Data Provided by the City

The following information or documents are to be provided by The City, if available: As-built information including survey and geotechnical information.

VIII. Project Manager

Consultant's Project Manager for this Project will be Jose Santiago, P.E.



Submitted by:



Jose Santiago P.E., Vice President
Marlin Engineering, Inc

Reviewed and approval in concept recommended by:

Department Director

City Manager





EE&G Environmental Services, LLC

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

October 15, 2018
Proposal No. 2018 - 3260.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: Phase I & Phase II Environmental Site Assessment Proposal
Vacant Land – Section 7 159, LLC
10900-Block of NW 90th Street
City of Doral, Miami-Dade County, Florida
Folio No.: 35-3007-001-0161**

Dear Eugene:

EE&G Environmental Services, LLC (EE&G) has prepared this proposal to conduct a Phase I and Phase II Environmental Site Assessment (ESA) at the above-referenced property. The following is a summary of the areas of concern and proposed scope.

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.

1.0 PROPOSED SCOPE OF SERVICES – PHASE I ESA

The proposed Phase I ESA will be performed in accordance with the American Society for Testing and Materials (ASTM) guidelines, Practice E-1527 (2013). The guidelines set forth by the ASTM in this practice are widely regarded by most major lending institutions as the industry standard for performing ESA's on commercial real estate to assess for the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. The Phase I ESA will be completed by or under the direction of a qualified Environmental Professional (EP), as defined in ASTM-1527-13.

The objective of this Phase I ESA is to identify Recognized Environmental Conditions (RECs) associated with the *Property*. RECs are defined in ASTM Designation E 1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment." Please note that *De Minimis* conditions are not considered RECs under ASTM Designation E 1527-13.

The Phase I ESA will include the following scope of services.

- EE&G will interview the Client or Client's designated representative (to be referred to in the report as "the User") to assess knowledge of site-specific conditions or uncover available information, which may help to identify recognized environmental conditions.

- EE&G will conduct site reconnaissance to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the *Property*. EE&G will assess the uses and conditions of the *Property*, to the extent visually and/or physically observed during the site inspection of accessible areas, including:
 - Current uses on the *Property* likely to involve the use, treatment, storage, disposal or generation of hazardous substances or petroleum products.
 - Interior and exterior inspection of the *Property* to assess for sewage, storm water and wastewater disposal system(s), potable water supply, and evidence of storage tanks, drums, PCB-containing equipment, pools of liquid, odors, pits/ponds/lagoons, stained soil or pavement, stressed vegetation, drains, heating/cooling system and wells. A general description of the current on-site structures will be noted.
 - Current uses of adjoining properties as limited to the extent visually and/or physically observed from property boundaries.
 - Current uses of surrounding area, as limited to extent visually and/or physically observed during a drive-through of the area.
- EE&G will obtain and review reasonably ascertainable records from standard sources (as defined in ASTM Designation E 1527-13), which are publicly available, practically reviewable, and obtainable within reasonable time and cost constraints. These records will include:
 - Regulatory files held by Federal, State and Local agencies which pertain to the use and handling of hazardous waste, hazardous substances and petroleum products for the *Property*, adjoining properties, and surrounding properties (within the designated search distance, per ASTM Designation E 1527-13).
 - Physical setting sources, including a current USGS 7.5 Minute Topographic Map, and current technical documentation on the regional surficial soil type and distribution, and regional geologic and hydrogeologic environmental setting.
 - Standard historical sources, used to develop an understanding of the previous uses or occupants of the *Property* and adjoining properties (back to 1940 or first signs of development, whichever is earlier), which may indicate potential recognized environmental conditions. These sources will include (at a minimum) city directories, aerial photographs, and fire insurance maps, which will be reviewed at approximately 5-year intervals. Review of building department plans and property tax files will not be conducted as part of the standard Phase I ESA, as these typically are not able to be reviewed and copies obtained within “reasonable time and cost constraints”.
- EE&G will conduct interviews with individuals knowledgeable of the *Property* to assess for information indicating potential recognized environmental conditions in connection with the *Property*. These individuals may include owner(s), occupant(s), and appropriate local regulatory authorities. Additionally, upon authorization to proceed, EE&G requests that the Client provide the name and telephone number of a Key Site Manager, an

individual who has good knowledge of the uses and physical characteristics of the *Property*, for this interview process.

- EE&G will prepare a final report, which will summarize the methodology and findings of the Phase I ESA. The final report will include a Findings/Opinion Section and Conclusions Section, which will clearly state if recognized environmental conditions were identified in connection with the *Property*. Additionally, if applicable, the report will identify whether Historical RECs (HRECs) or Controlled RECs (CRECs) were identified during the research. Documentation of pertinent resources, references and key exhibits will be included to support the report findings, when appropriate. Client will be provided two copies of the final reports, signed by EE&G's environmental professionals conducting the work, will be submitted as the final deliverable.

Information Required From User

ASTM Designation E 1527-13 defines the "User" as the party seeking to rely on the Phase I ESA, and further, requires the User to provide specific information to successfully complete *All Appropriate Inquiry* requirements necessary to identify RECs, and qualify for CERCLA liability protection. Therefore, EE&G requests assistance with the following information:

- The attached User Questionnaire must be completed and returned upon engagement of EE&G, in order to assist in satisfying one of the requirements to qualify for the landowner liability protection (LLP), including *innocent landowner defense*, *contiguous property owner*, or *bona fide prospective purchaser*, with respect to CERCLA liability.
- ASTM Designation E 1527-13 places the obligation on the User to research and provide to EE&G a copy of land title records that might indicate the presence of recorded environmental liens or Activity and Use Limitations (AULs) on the *Property*. EE&G will review regional environmental databases, and research the Florida Department of Environmental Protection (FDEP) Institutional Controls (IC) Registry. However, please note that our scope of services does not include a title records search, which under ASTM Designation E 1527-13 is the responsibility of the User.

Phase I ESA Budget = \$1,500.00

2.0 PROPOSED SCOPE OF SERVICES – 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.

Task 2 – Sampling & Analyses

The main concerns for the property are the potential presence of arsenic-containing native soils and the property's location within a commercial / industrial neighborhood. 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.

- EE&G recommends that six soils samples be collected from the 0 to 2-foot BLS interval, in a gridded pattern across the property and analyzed for total arsenic. The 10 soil samples will be analyzed for the following parameters:
 - Total Arsenic by EPA Method 6010
 - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270
- EE&G recommends that the three shallow monitoring wells be installed and sampled for the following parameters:
 - Total Arsenic by EPA Method 6010
 - Volatile Organic Compounds (VOCs) by EPA Method 8260
 - PAHs by EPA Method 8270
 - Total Petroleum Hydrocarbons (TPHs) by Method FL-PRO

Task 3 – Data Interpretation & Report Preparation

- EE&G will evaluate the assessment findings and incorporate the assessment methodologies, findings, conclusions and recommendations into a Phase II ESA Summary Report, including associated figures, tables, attachments and supporting documentation. A draft of the report will be provided to the Client for review.

Phase II ESA Budget = \$9,500.00

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 environmental due diligence is **\$11,000.00**, including \$1,500 for the Phase I ESA and \$9,500 for the Phase II ESA.

EE&G kindly requests that the client also return the Phase I ESA Questionnaire (attached) to the best of their knowledge.

EE&G's deliverable will consist of an electronic copy of the Phase I & II ESA report and per client request up to two original copies. Additional copies of the report at a later date will cost \$100 per copy. Third party reliance letters to entities not included in the original report will be provided at a cost of \$500. However, EE&G will not issue reliance letters following 1-year of the final report.

City of Doral
October 15, 2018
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Please do not hesitate to contact us if you have any questions concerning this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "C.C. Clevenger". The signature is fluid and cursive, with the first name "C.C." and the last name "Clevenger" clearly distinguishable.

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 October 15, 2018 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 Phase I & Phase II ESA Proposal dated October 15, 2018, attached and incorporated in it's entirety by reference.

2. **Period of Performance:**

20 business days from received authorization to proceed.

3. **Basis of Compensation:**

\$11,000.00; 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: _____