

RESOLUTION NO. R-2012-14

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO ENVIRONMENTAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND ES CONSULTANTS, INC., TO CONTINUE ENVIRONMENTAL MONITORING SERVICES AT THE PROPERTY KNOWN AS BISCAYNE LANDING; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, on May 2, 2011, the City entered into an agreement with ES Consultants, Inc., for landfill gas monitoring and groundwater/surface-water monitoring services ("Services") at the property known as Biscayne Landing ("Agreement"); and

**WHEREAS**, the initial term of the Agreement was on a month-to-month basis with the compensation fixed at an amount not to exceed Seventy Thousand Dollars and No Cents (\$70,000.00) for the Semi-Annual Groundwater/Surface-water Monitoring Services ("Proposal II"), and Eight Thousand Dollars and No Cents (\$8,000.00) for the 2<sup>nd</sup> Quarter 2011 Landfill Gas Monitoring Services ("Proposal II"); and

**WHEREAS**, the City is responsible for the continued operation, repair and maintenance of the Biscayne Landing site until such time that the City enters into a land development lease agreement; and

**WHEREAS**, ES Consultants, Inc., has submitted the following three (3) proposals: (a) the Semi-Annual Groundwater and Surface Water Monitoring ("Proposal III") for Sixty-Three Thousand Dollars and No Cents (\$63,000.00); (b) the 3<sup>rd</sup> Quarter 2011 Landfill Gas Monitoring Services ("Proposal IV") for Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00); and (c) the 4<sup>th</sup> Quarter of 2011 Landfill Gas Monitoring Services ("Proposal V") for Seven Thousand Two Hundred Dollars (\$7,200); and

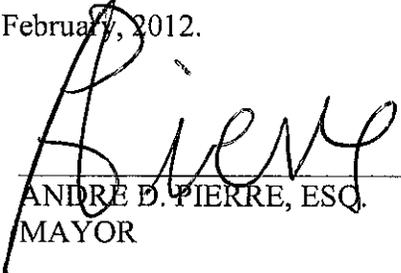
**WHEREAS**, the City Manager has determined that it is in the City's best interest to execute an amendment to the Agreement allowing the City to maintain and extend without interruption, the required environmental monitoring services to the Biscayne Landing site.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an amendment to Environmental Services Agreement, in substantially the attached form, between the City of North Miami and ES Consultants, Inc., to continue to provide environmental monitoring services at the property known as Biscayne Landing.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 14 day of February, 2012.

  
\_\_\_\_\_  
ANDRE D. PIERRE, ESQ.  
MAYOR

ATTEST:

  
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
ROLAND C. GALDOS  
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Vice Mayor Marcellus

**Vote:**

Mayor Andre D. Pierre, Esq.	<u>  X  </u>	(Yes)	<u>      </u>	(No)
Vice Mayor Jean R. Marcellus	<u>  X  </u>	(Yes)	<u>      </u>	(No)
Councilperson Michael R. Blynn, Esq.	<u>  X  </u>	(Yes)	<u>      </u>	(No)
Councilperson Scott Galvin	<u>  X  </u>	(Yes)	<u>      </u>	(No)
Councilperson Marie Erlande Steril	<u>  X  </u>	(Yes)	<u>      </u>	(No)

**AMENDMENT TO ENVIRONMENTAL SERVICES AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI AND  
ES CONSULTANTS, INC.**

**THIS AMENDMENT** is entered into on this \_\_\_\_ day of February, 2012, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the "CITY"), with its office located at 776 Northeast 125<sup>th</sup> Street, North Miami Florida 33161, and **ES CONSULTANTS, INC.**, a Florida for-profit corporation with its principal place of business located at 7700 North Kendall Drive, Suite 607, Miami, FL 33156 (hereinafter, referred to as "Contractor"), (collectively, the "Parties").

**RECITALS**

**WHEREAS**, the Parties desire to amend the original agreement which was entered into on May 2, 2011, for Environmental Services at the property known as Biscayne Landing ("Agreement"); and

**WHEREAS**, under the terms of the Agreement, environmental monitoring services were procured for the 2<sup>nd</sup> Quarter 2011 Landfill Gas Monitoring and for the Semi-Annual Groundwater and Surface Water Monitoring Services ("Services"); and

**WHEREAS**, the City is responsible for the continued operation, repair and maintenance of the Biscayne Landing property until such time that the City enters into a land development lease agreement; and

**WHEREAS**, the City desires to continue the required environmental Services until a land lease development agreement is executed.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. Article 1. CONTRACT DOCUMENTS are hereby amended. The Contractor's proposal dated January 3, 2012, for Semi-Annual Groundwater and Surface-Water Monitoring Services ("Proposal III"); Contractor's proposal dated September 29, 2011, for the 3<sup>rd</sup> Quarter Landfill Gas Monitoring Services ("Proposal IV"); and Contractor's proposal dated January 3, 2012, for 4<sup>th</sup> Quarter Landfill Gas Monitoring Services ("Proposal V"), are hereby incorporated and made part of the Agreement, attached hereto as "Exhibit A".
2. Article 2. TERM is hereby amended. The term of this Agreement shall be month-to-month until such time that the City enters into a land lease development agreement for the property known as Biscayne Landing.
3. Article 3. COMPENSATION is hereby amended to allow for additional compensation in the amount of Sixty-Three Thousand Dollars and No/100 Dollars (\$63,000.00) for the provision of Services under Proposal III; and an additional

Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00) for the provision of Services under Proposal IV and Proposal V.

4. All other terms and conditions of the Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

CITY OF NORTH MIAMI

ES CONSULTANTS, INC.  
A Florida For-Profit Corporation  
"Contractor"

By: Stephen E. Johnson

By: \_\_\_\_\_

Title: City Manager

Title: Authorized Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature \_\_\_\_\_

\_\_\_\_\_  
Typed/Printed Name of Witness

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
ROLAND C. GALDOS  
Interim City Attorney

**CITY OF NORTH MIAMI  
ENVIRONMENTAL SERVICES AGREEMENT  
(Biscayne Landing)**

**THIS ENVIRONMENTAL SERVICES AGREEMENT** ("Agreement") is made and entered into this 2<sup>nd</sup> day of May, 2011, by and between the City of North Miami, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL ("City") and **ES Consultants, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 7700 North Kendall Drive, Suite 607, Miami, FL 33156 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on March 31, 2011, the Eleventh Judicial Circuit Court for Miami-Dade County ("Court"), discharged Charles W. De Santi as Receiver for the Court and ordered the possession of the property otherwise known as Biscayne Landing ("City Property"), back to the City of North Miami ("City") on April 13, 2011; and

**WHEREAS**, commencing April 13, 2011, the City will be responsible for the continued-overall operation, repair and maintenance of City Property, including the landfill gas monitoring and groundwater/surface-water monitoring services, as required by the Florida Department of Environmental Protection and Miami-Dade County Department of Environmental Resources Management ("Services"); and

**WHEREAS**, ES Consultants, Inc., has been on the City Property for some time, providing Services which are deemed unique and essential to the continued operation and use of the land; and

**WHEREAS**, the City Manager finds it in the best interests of the City to continue the provision of Services as required by state and Miami-Dade County regulations, without any interruptions.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

1.1.1 Contractor's proposal for Semi-Annual Groundwater and Surface Water Monitoring services, dated April 18, 2011 ("Proposal I"), attached hereto as Exhibit "A";

1.1.2 Contractor's proposal for 2<sup>nd</sup> Quarter 2011 Landfill Gas Monitoring services, dated April 18, 2011 ("Proposal II"), attached hereto as Exhibit "B"; and

1.1.3 Any additional documents which are required to be submitted by Contractor pursuant to this Agreement.

## ARTICLE 2 - TERM

2.1 Subject to authorized adjustments, the Term of this Agreement shall be month-to-month or until Services are completely rendered, whichever comes first. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

## ARTICLE 3 - COMPENSATION

3.1 Contractor shall be paid an amount not to exceed Seventy Thousand and no/100 Dollars (\$70,000.00), as full compensation for the provision of Services, pursuant to Proposal I. Additionally, Contractor shall be paid an amount not to exceed Eight Thousand and no/100 Dollars (\$8,000.00), as full compensation for the provision of Services, pursuant to Proposal II.

3.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

## ARTICLE 4 - SCOPE OF SERVICES

4.1 The Contractor shall provide all required labor, supervision, materials, equipment, tools and services necessary for the completion of Services, as more particularly detailed in Proposal I and Proposal II. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

4.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

## ARTICLE 5 - CONFLICTS OF INTEREST

5.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

5.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and

approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### ARTICLE 6 - DEFAULT

6.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

#### ARTICLE 7 - CITY'S TERMINATION RIGHTS

7.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

#### ARTICLE 8 - PUBLIC RECORDS

8.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida-Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### ARTICLE 9 - INDEMNIFICATION

9.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

#### ARTICLE 10 - INSURANCE

10.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage, and specifically providing that the City is an additional named insured with respect to the required coverage and the Services of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described as follows:

10.1.1 Worker's Compensation Insurance - as required by Florida Law;

10.1.2 Employer's Liability Insurance - \$100,000.00;

10.1.3 Commercial General Liability Insurance - \$1,000,000.00 for each occurrence, to include personal and advertising injury and products/completed operations; and

10.1.4 Automobile Liability Insurance - \$1,000,000.00 combined single limit bodily injury and property damage.

10.2 In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform Services required by this Agreement unless all required insurance remains in full force and effect.

**ARTICLE 11 - MISCELLANEOUS PROVISIONS**

11.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

11.2 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

11.3 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

11.4 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

11.5 All other terms, conditions and requirements contained in Proposal I and Proposal II, which have not been modified by this Agreement, shall remain in full force and effect.

11.6 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

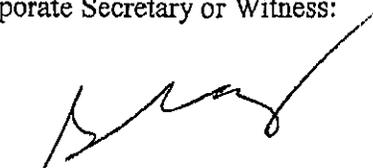
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

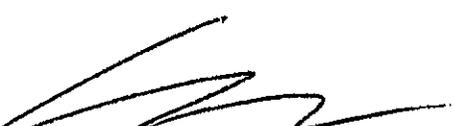
ATTEST:

ES Consultants, Inc., a for-profit Florida Corporation

Corporate Secretary or Witness:

"Contractor":

By: 

By: 

Print Name: Gina Rodriguez

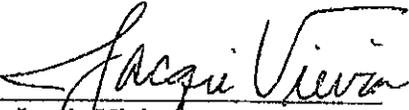
Print Name: Eduardo Smith

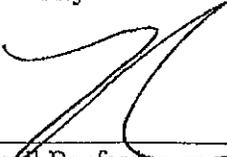
Date: 5/22/11

Date: 5/23/11

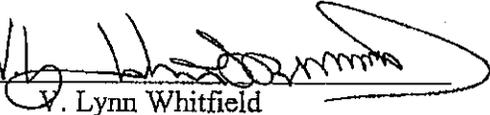
ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By:   
Jacquie Vieira  
Acting City Clerk

By:   
Russell Benford  
City Manager *fej*

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
V. Lynn Whitfield  
City Attorney



PROPOSAL III

Change Order  
(Jan 2012)  
258619

**ES CONSULTANTS, INC.**  
environmental and civil engineering

January 3, 2012

Civil Engineering

Construction Management

Environmental Services

Solid Waste

Water & Sewer

Water Resources

Mr. Stephen Johnson, City Manager  
City of North Miami  
776 N.E. 125<sup>th</sup> Street,  
North Miami, Florida 33161

**Re: Biscayne Landing (f.k.a. Munisport Landfill)  
FDEP File No. 055980-011-SO**

**Subject: Proposal for Semi-Annual Groundwater and Surface Water Monitoring  
(2<sup>nd</sup> Event of 2011)**

Dear Mr. Johnson:

ES Consultants Inc. (ESC) is herein submitting the requested proposal to the City of North Miami (City, Client) for services related to groundwater and surface water sampling in accordance with the site's Florida Department of Environmental Protection (FDEP) Closure Permit #0219514-009-SF and other PERA requirements.

The scope of services, assumptions and limitations, schedule, compensation, and terms and conditions are provided below.

**SCOPE OF SERVICES**

In accordance with the approved Site-Wide Water Quality Monitoring Plan, ESC will perform the following activities for the upcoming semi-annual sampling event:

- Sample 83 groundwater monitoring wells
- Sample 30 surface water locations
- Analyze groundwater and surface water samples for permit-required or PERA-mandated parameters
- Prepare a Semi-Annual Site-Wide Surface Water and Groundwater Sampling Report in accordance with Exhibit 1 of the site's closure permit
- Prepare the ADaPT electronic data deliverable
- Conduct additional sampling and laboratory analysis as recently requested by PERA
- Prepare additional trend and contour analysis for select parameters as recently requested by PERA

ESC will prepare a draft report for the City's review prior to submittal to PERA and FDEP.

**ASSUMPTIONS & LIMITATIONS**

The scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

Composite Exhibit A

**PROPOSAL III**

1. Client will provide access to the site for field activities.
2. Laboratory costs are based on standard turnaround times.
3. Additional labor or analytical costs for resampling activities due to elevated parameters in groundwater or surface water, if any, are not included.
4. ESC is not responsible for project delays outside of our control (i.e. regulatory review times), but we will notify the Client immediately if the delays will impact the project schedule.

**SCHEDULE**

ESC will initiate work as soon as we receive the executed Purchase Order from the City. We will provide a draft report for the Client's review within approximately three weeks of receiving the laboratory data. In accordance with Exhibit 1 of the closure permit, the results will be reported to FDEP within 30 days of receiving the laboratory data.

**COMPENSATION**

ESC understands that the City is financially strapped; therefore, to do our part in helping the City, we are reducing the fee for this semiannual groundwater and surface water monitoring event, even though PERA is requiring additional services. ESC will complete these services for a lump sum fee of \$63,000, a 10% reduction of our fees. We will also pay the PERA review fee of \$800. Invoices will be submitted monthly on a percent complete basis.

It is our understanding that the City will issue a Purchase Order for the work, which will serve as our notice to proceed. The Terms and Conditions of the Environmental Services Agreement between the City and ES Consultants Inc. dated May 2, 2011 will govern our services under this proposal.

Thank you for the opportunity to continue serving the City of North Miami.

Regards,

ES Consultants, Inc.

  
Eduardo F. Smith, P.E.  
President



PROPOSAL IV

~~Change Order~~  
~~(Jan 2012)~~

**ES CONSULTANTS, INC.**  
environmental and civil engineering

Civil Engineering - September 29, 2011

Construction Management - Mr. Stephen Johnson, City Manager  
City of North Miami

Environmental Services - 776 N.E. 125<sup>th</sup> Street,  
North Miami, Florida 33161

Solid Waste - **Re: Munisport Landfill (a.k.a. Biscayne Landing)**  
**FDEP File No. 055980-011-SO**

Water & Sewer - **Subject: Proposal for 3<sup>rd</sup> Quarter 2011 Landfill Gas Monitoring**

Water Resources - Dear Mr. Benford:

ES Consultants Inc. (ESC) is herein submitting the requested proposal to the City of North Miami (City, Client) for ongoing services related to landfill gas monitoring activities according to the site's Florida Department of Environmental Protection (FDEP) Closure Permit #0129514-001-SF and other ~~DERM~~ requirements.

The scope of services, assumptions and limitations, schedule, compensation, and terms and conditions are provided below.

**SCOPE OF SERVICES**

In accordance with the Methane Gas Management Plan approved by the Florida Department of Environmental Protection (FDEP), ESC will perform landfill gas monitoring of the following structures/areas during the 3<sup>rd</sup> Quarter of 2011:

- Sales Trailer
- Sales Center
- Administration Compound
- Perimeter probes
- Tower 1
- Tower 2
- Garage 1
- Biscayne Landing Boulevard Utility Barrier

A total of 102 points will be monitored and recorded during this event.

ESC will prepare and submit a Quarterly Landfill Gas Monitoring Report (GMR) to FDEP and the Miami-Dade Department of Environmental Resources Management (DERM) and Miami-Dade Fire Rescue. The report will be similar to previous GMRs submitted by ESC for the site.

## PROPOSAL IV

### ASSUMPTIONS & LIMITATIONS

The scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. Client will provide access to the site for field activities.
2. ESC is not responsible for project delays outside of our control (i.e. regulatory review times), but we will notify the Client immediately if the delays will affect the project schedule.

### SCHEDULE

Landfill gas monitoring activities and preparation of the draft GMR will be completed in approximately four weeks from our notice to proceed. Please note that the landfill closure permit requires submittal of the GMR by October 31, 2011. We will initiate work as soon as we receive the Purchase Order and will try to meet the permit schedule, but will take no longer than four weeks to complete the work.

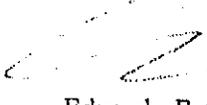
### COMPENSATION

ESC understands that the City is financially strapped; therefore, to do our part in helping the City, we are reducing the gas monitoring services fee. ESC will complete these services for a lump sum fee of \$7,200, and we will include the regulatory review fees of \$800, totaling a 20% reduction in of our fees. Invoices will be submitted monthly on a percent complete basis.

It is our understanding that the City will issue a Purchase Order for the work, which will serve as our notice to proceed. Thank you for the opportunity to continue serving the City of North Miami.

Regards,

ES Consultants, Inc.

  
Eduardo F. Smith, P.E.  
President



PROPOSAL V

Change Order  
Jan 2012  
25869

**ES CONSULTANTS, INC.**  
environmental and civil engineering

January 3, 2012

Civil Engineering

Construction Management

Mr. Stephen Johnson, City Manager  
City of North Miami  
776 N.E. 125<sup>th</sup> Street,  
North Miami, Florida 33161

Environmental Services

Solid Waste

**Re: Biscayne Landing (f.k.a. Munisport Landfill)  
FDEP File No. 055980-011-SO**

Water & Sewer

**Subject: Proposal for 4<sup>th</sup> Quarter of 2011 Landfill Gas Monitoring**

Water Resources

Dear Mr. Johnson:

ES Consultants Inc. (ESC) is herein submitting the requested proposal to the City of North Miami (City, Client) for ongoing services related to landfill gas monitoring activities according to the site's Florida Department of Environmental Protection (FDEP) Closure Permit #0219514-009-SF and other PERA requirements.

The scope of services, assumptions and limitations, schedule, compensation, and terms and conditions are provided below.

**SCOPE OF SERVICES**

In accordance with the Methane Gas Management Plan approved by the Florida Department of Environmental Protection (FDEP), ESC will perform landfill gas monitoring of the following structures/areas during the 4<sup>th</sup> Quarter of 2011:

- o Sales Trailer
- o Sales Center
- o Administration Compound
- o Perimeter probes
- o Tower 1
- o Tower 2
- o Garage 1
- o Biscayne Landing Boulevard Utility Barrier

A total of 102 points will be monitored and recorded during this event.

ESC will prepare and submit a Quarterly Landfill Gas Monitoring Report (GMR) to FDEP and the Miami-Dade Department of Permitting, Environmental and Regulatory Affairs (PERA) and Miami-Dade Fire Rescue Department (MDFR). The report will be similar to previous GMRs submitted by ESC for the site.

**Composite Exhibit A**

## PROPOSAL V

### ASSUMPTIONS & LIMITATIONS

The scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. Client will provide access to the site for field activities.
2. ESC is not responsible for project delays outside of our control (i.e. regulatory review times), but we will notify the Client immediately if the delays will affect the project schedule.

### SCHEDULE

Landfill gas monitoring activities and preparation of the draft GMR will be completed in approximately four weeks from our receipt of the executed Purchase Order from the City. Please note that PERA requires submittal of the GMR by January 31, 2012. We will initiate work as soon as we receive the Purchase Order and will try to meet the required schedule, but will take no longer than four weeks to complete the work.

### COMPENSATION

ESC understands that the City is financially strapped; therefore, ESC will continue helping the City by completing these services for a lump sum fee of \$7,200, and we will include the regulatory review fees of \$800, totaling a 20% reduction of our fees. Invoices will be submitted monthly on a percent complete basis.

It is our understanding that the City will issue a Purchase Order for the work, which will serve as our notice to proceed. The Terms and Conditions of the Environmental Services Agreement between the City and ES Consultants Inc. dated May 2, 2011 will govern our services under this proposal.

Thank you for the opportunity to continue serving the City of North Miami.

Regards,

ES Consultants, Inc.

  
Eduardo F. Smith, P.E.  
President