

**ADDENDUM NO. 11  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY OF GAINESVILLE  
AND  
HARDING ESE, INC. (ESE)  
formerly  
ENVIRONMENTAL SCIENCE & ENGINEERING, (ESE) INC.  
formerly  
QST ENVIRONMENTAL INC. (QST)  
formerly  
ENVIRONMENTAL SCIENCE & ENGINEERING, (ESE) INC.**

**DATED December 4, 1987**

**AMENDMENT TO ARTICLE I  
Amended Scope of Service**

The purpose of the Addendum is to continue with the Consent Orders into which the City of Gainesville entered with the Florida Department of Environmental Protection (FDEP), formerly the Florida Department of Environmental Regulation, on December 23, 1986.

The FDEP has completed their review of the groundwater monitoring data generated under Phase VIII Addendum No. 8. In correspondence dated October 31, 1994, the FDEP has required that monitoring of the water quality at the landfill site continue.

**Phase X Quarterly Monitoring 2001**

Quarterly monitoring of wells MW-1, MW-3, MW-11, MW-12 and MW-23. This will include collection of one sample from each well and a complete round of water level measurements per quarter (a total of 4 events). Sampling and analysis will include sufficient samples to comply with the approved Quality Assurance Project Plan. Analysis will cover US EPA Methods 602 and 239.2. Harding ESE will prepare and submit a report to FDEP at the completion of each quarterly event presenting the results of the event.

**AMENDMENT TO ARTICLE II  
Amended Compensation**

In accordance with Article IIA of the Agreement, Compensation for the Project is hereby amended as follows:

**Compensation for the Project.** It is agreed that the compensation payable by the City to the Consultant for all services performed in connection with Phase XI of the Project shall be equal to the number of hours actually expended directly on the project times the standard hourly rates for each individual as set



forth in the Professional Fee Schedule (Attachment II). Reimbursement of actual transportation expenses for the one meeting with the FDEP in Jacksonville is to be in accordance with the City's Travel Policy (Attachment III). The total sum paid for Phase XI will not exceed \$15,853.00 without written approval from the City. The total sum for Phases I, II, II.A, III, IV, V, VI, VII, VIII, IX, X and XI shall not exceed \$427,052.

AMENDMENT TO ARTICLE V  
Amended Time of Completion and  
Amended Indemnification and Insurance

In accordance with Article V.A. of the Agreement, Time of Completion is hereby amended as follows:

Time of Completion: Phase XI will be completed within 12 months following the date of the City's Notice to Proceed. Completion times for subsequent phases and changes to the Phase XI completion time shall be established as addenda. All terms and conditions of the original Agreement not herein in conflict remain in full force and effect.

In accordance with Article V.C. of the Agreement, Indemnification and Insurance is hereby amended as follows:

Indemnification and Insurance: The Consultant and any of its subcontractors shall be required to indemnify and save harmless and defend the City and each officer, agent and employee of the City from all suits or actions including attorney's fees and court costs of every name and description brought against the City based on but not limited to personal injury, bodily injury including death, or property damages including destruction, received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the Consultant or its subcontractors, agents, employees, or assigns, in providing the professional services called for herein.

Without limiting its liability under this Agreement, the Consultant shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts, as follows:

- Worker's Compensation insurance in full compliance with the Worker's Compensation Act of the State of Florida, Employer's Liability coverage in the amount of \$500,000
- Comprehensive General Liability (bodily injury, including death: \$100,000 each person, \$500,000 each occurrence, and property damage, \$50,000 each occurrence, \$100,000 aggregate
- Comprehensive Automobile Liability (bodily injury, including death) \$100,000 each person, \$300,000 each occurrence, and property damage \$50,000 each accident

Said insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City. A certificate or certificates evidencing the maintenance of said insurance shall be furnished to the City and shall provide that the insurance evidenced by the Certificate will not be cancelled or reduced except after thirty (30) days from receipt of the City of written notice thereof. The policy or policies of insurance shall name the City as an additional insured.

Any subcontractor of the Consultant shall be required to procure and maintain during the life of the subcontract the insurance required of the Consultant hereunder and comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereby have caused Addendum No. 11 to the Agreement dated December 4, 1987, to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST OR WITNESS:

HARDING ESE, INC.

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST OR WITNESS:

CITY OF GAINESVILLE

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

Title: \_\_\_\_\_

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

WAYNE BOWERS  
City Manager



**Harding ESE**  
A MACTEC COMPANY

NOV 28 2000

Attachment I

Harding ESE, Inc.  
P.O. Box 1703  
Gainesville, FL 32602-1703

Telephone: 352/332-3318  
Fax: 352/333-6622  
Home Page: www.mactec.com

November 27, 2000

Mr. Stewart E. Pearson, P.E.  
City Engineer  
City of Gainesville  
Station 58  
P.O. Box 490,  
Gainesville, FL 32602

Dear Mr. Pearson:

Re: Airbase Landfill, Phase XI

Harding ESE, Inc. is pleased to provide this proposal for Phase XI of the referenced project. The purpose of this phase is to continue monitoring in accordance with the Consent Order dated December 23, 1986, between the City of Gainesville (City) and the Florida Department of Environmental Protection (FDEP).

#### **Phase XI: Quarterly Monitoring 2001 Sampling and Analytical Methodology**

This proposal includes one year of monitoring MW-1, MW-3, MW-11 MW-12 and MW-23. The proposed effort includes collection of one sample from each well and a complete round of water level measurements per quarter (a total of 4 events). Sampling and analysis will include sufficient samples to comply with the approved Quality Assurance Project Plan. Analysis will cover U.S. EPA Methods 602 and 239.2.

#### **Phase XI: Quarterly Monitoring 2001 Schedule**

Harding ESE, Inc. will conduct the sampling events on or about the following dates: December 19, 2000, March 20, 2001, June 19, 2001 and September 18, 2001.

#### **Phase XI: Quarterly Monitoring 2001 Deliverables**

Harding ESE, Inc. will submit quarterly reports to the City of Gainesville and the Florida Department of Environmental Protection (FDEP) on or before the following dates: January 30, 2001, May 1, 2001, July 31, 2001 and October 30, 2001.

Harding ESE, Inc. has allocated for one meeting with the FDEP in Jacksonville to discuss further developments with this site.

Mr. Stewart E. Pearson, P.E.  
November 27, 2000  
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### Compensation

The compensation paid to Harding ESE, Inc. by the City shall be equal to the number of direct labor hours expended on the project times the appropriate hourly rate based upon Harding ESE's Professional Fee Schedule, plus other direct costs incurred on the project. Other direct costs will have a 10% service charge applied. The not-to-exceed estimate for Phase XI is \$15,853.00. This estimate will not be exceeded without prior written authorization from the City.

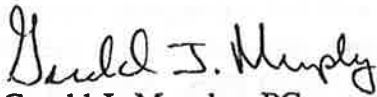
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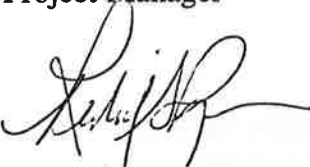
### Time of Completion

Phase XI will begin December 18, 2000, provided that Harding ESE, Inc. has received the City's authorization to proceed no later than December 11, 2000. The work will be completed by December 1, 2001.

Please contact me at 333-7629 if you have any questions or require additional information.

Sincerely,  
HARDING ESE, INC.

  
Gerald J. Murphy, PG  
Project Manager

  
Richard S. Levin, PG  
Engineering and Geosciences  
Division Manager

**Attachment II**

**HARDING ESE, INC.  
PROFESSIONAL FEE SCHEDULE (8S)  
Valid Through December 31, 2001**

<u>Employee Category</u>	<u>Rate Per Hour</u>
Principal Professional	\$110
Chief Professional	\$100
Senior Professional	\$ 95
Senior Project Professional	\$ 90
Project Professional	\$ 75
Drilling/Survey Manager	\$ 75
Senior Staff Professional	\$ 65
Staff Professional	\$ 60
Remediation Specialist	\$ 65
Chief Technician*	\$ 50
Senior Technician*	\$ 45
Technician/Driller/Surveyor*	\$ 40
Computer Programmer/Analyst*	\$ 40
Graphic Artist/Cartographer/Drafter*	\$ 35
Technical Editor	\$ 45
Word Processor*	\$ 30
Administrative Support*	\$ 30

\* Certain levels of employees within these categories are non-exempt under the FLSA. Such employees will be charged at 1.5 times the established rate for any hours in excess of 40 in any one week.

These rates include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, toll telephone calls and telegrams, reproduction of reports and other project-related materials, expendable supplies directly used on the project, computer charges, equipment and laboratory use fees, and similar project-related items. A ten percent (10%) service charge will be applied to all reimbursable expenses.

CITY OF  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL

CHAPTER: 25-000 Travel

EFFECTIVE DATE: January 27, 1997

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25-222 Automobile Travel

Only the cost of a single vehicle traveling to the same destination is authorized when multiple travelers can travel in the same vehicle, whether City-owned, private or rental. Any exception must have a written justification and authorization of the Department Head or City Manager/designee.

City-owned vehicles shall be used on official business when one is available and the use is feasible.

Private vehicles are authorized for travel outside the City, provided it is in the best interest of the City and approved. Reimbursement for use of a personal car shall not exceed federal reimbursement rate per mile as set by the Internal Revenue Service to include such items as insurance, gasoline, maintenance and depreciation. This rate represents total payment for the use of private vehicles. Mileage shall be determined using a reputable agency publishing travel information (i.e. AAA Motor Club). Such mileage reimbursement shall not exceed the cost of a round trip coach/tourist rate airfare plus necessary ground transportation. Personal mileage unrelated to business may not be claimed. Management may adjust the mileage rate up to the allowable mileage rate under Internal Revenue Service guidelines.

Rental cars are authorized only when necessary, more economical or otherwise beneficial to the City. The use of rental cars should be limited, insofar as possible, to situations where a common carrier is not available and the use of a personal/City car is precluded. In the event a rental car is used, a brief written statement should be submitted stating that the use of a rental car is necessary or more beneficial to the City and specific approval must be indicated on the travel requisition or travel expense report.



CITY OF  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

CHAPTER: 25-000 Travel

EFFECTIVE DATE: January 27, 1997

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Gratuitous Transportation--no traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another traveler who is entitled to the mileage or transportation expense. When possible, employees should travel together in the same vehicle to preclude unnecessary travel expenditure.

25-223 Other Travel

Travel is authorized and related expenditures are reimbursable for bus, train, taxi, ferry and subway fares, upon presentation of receipts.

Parking--parking charges shall be reimbursed. Receipts for all parking charges must be attached to the Travel Expense Request form or no reimbursement will be given. Parking meter charges will be paid without receipts if reasonable and if approved. Metered parking should be identified on the Travel Expense Request form.

Bridge, Road & Tunnel Tolls--reimbursement for bridge, road & tunnel tolls are allowable. Receipts for these charges must be attached to the Travel Expense Request form or no reimbursement will be given.

Parking and Speeding Violations--parking and speeding tickets are the traveler's responsibility.

25-230 Travel & Training-Related Costs

Other expenses incurred to travel on official City business are reimbursable to City officials and employees upon submitting proper documentation with appropriate approval.

25-231

Registration Fees

Fees for conferences, short courses, schools, seminars, etc. are reimbursable upon presentation of an advance registration form receipt or invoice from the sponsor.

*If registration only, pay on PVO up to PVO limit, must state training only, no travel included.*

CITY OF  
GAINESVILLE

FINANCIAL SERVICES  
PROCEDURES MANUAL

CHAPTER: 25-000 Travel

EFFECTIVE DATE: January 27, 1997

25-232 Lodging

Actual expenses for lodging at a single occupancy rate are reimbursable based on receipts obtained and submitted. Lodging receipts should provide a detailed listing of all expenses incurred. Travelers shall not be reimbursed for any lodgings included in a convention or conference registration fee paid by the City or for lodgings paid for by another person or organization. If a hotel or other lodging is shared with an individual who is not on official City business, the traveler shall be reimbursed at the single room rate. The single room rate must be recorded on the lodging receipt by the hotel or motel. If two or more employees traveling on official City business choose to share a room, the lodging costs will be prorated. A clear explanation should be written on the receipt.

25-233 Meals

Effective March 9, 1990, per diem allowance is not to exceed federal reimbursement rate as set by the Internal Revenue Service. This per diem rate includes gratuities. Expenditures up to the daily limit are allowable without receipts. Expenditures in excess of the allowance will require receipts accompanying all expenditures and will need appropriate approval. When receipts accompany all meal expenditures, a 15% gratuity may be included and will be reimbursed. Meal subsistence allowance for travel for short or day trips which do not involve overnight expense(s), where the traveler is traveling out of Alachua County, shall be based on the following schedule:

1. Breakfast -- When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch -- When travel begins before 12 noon and extends beyond 2 p.m.
3. Dinner -- When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

3/9/90  
Bkfast \$5.00  
Lunch 8.00  
Dinner 13.00  
see memo next page.

meals are not reimbursable for short/day trips within Alachua Co.

Traveler: \_\_\_\_\_

# MEALS WORKSHEET

Month: \_\_\_\_\_

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Breakfast								\$
Lunch								\$
Dinner								\$
Total	\$	\$	\$	\$	\$	\$	\$	\$

Breakfast -- When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch -- When travel begins before 12 noon and extends beyond 2 p.m.

Dinner -- When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

Meeting/Workshop: \_\_\_\_\_

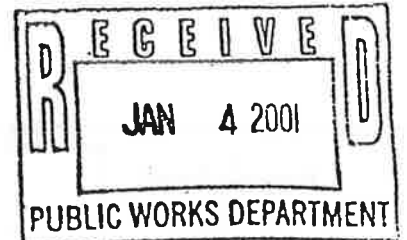
Date: \_\_\_\_\_

# City of Gainesville

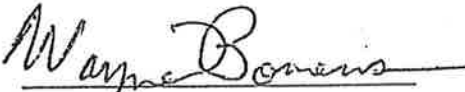
*Inter-Office  
Communication*

*City Manager's Office  
Telephone 334-5010, Mail Station #7*

TO: Distribution List  
FROM: Wayne Bowers, City Manager  
DATE: January 2, 2001  
SUBJECT: Increase in Standard Mileage Reimbursement Rate for 2001



Please be advised that the Internal Revenue Service has increased the standard reimbursement rate for business mileage for calendar year 2001. The new rate, to be effective January 1, 2001 is 34.5 cents per mile. Please notify all concerned.

  
Wayne Bowers  
City Manager

WB/csp

Distribution List:  
Honorable Mayor and Members of the City Commission  
Charter Officers  
Assistant City Manager  
Administrative Services Director  
General Government Department Heads