

FIFTEENTH AMENDMENT TO THE CONTRACT FOR THE ENVIRONMENTAL AND STORMWATER CONSULTING SERVICES FOR THE EAST GAINESVILLE SPROUT PROJECT

THIS AMENDMENT is made and entered into this _____ day of _____, 2008 by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. (ECT), (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for Professional Consulting Services dated November 22, 1999, First Amendment dated August 16, 2000, Second Amendment dated May 24, 2001, Third Amendment dated May 24, 2001, Fourth Amendment dated May 24, 2001, Fifth Amendment dated November 4, 2001, Sixth Amendment dated March 11, 2002, Seventh Amendment dated July 8, 2003, Eighth Amendment dated November 19, 2003, Ninth Amendment dated April 28, 2004, Tenth Amendment dated February 19, 2005, Eleventh Amendment dated July 19, 2005, Twelfth Amendment dated January 26, 2006, Thirteenth Amendment dated January 5, 2007 and Fourteenth Amendment dated March 27, 2008; and

WHEREAS the Contract Specifications allow the CITY to amend the Scope of Services, Term and Rate Schedule of the East Gainesville Sprout Project; and

WHEREAS, the CITY and CONTRACTOR desire to amend the Scope of Services by incorporating into the above-referenced agreement, as amended, the attached List of Tasks and Cost Distribution Form (see Attachment 1); and

WHEREAS, the CITY and CONTRACTOR desire to extend the term of the Agreement through December 31, 2009; and

NOW, THEREFORE, the parties hereto agree to amend the Scope of Services as described in Attachment 1 to this Amendment, to amend the term through December 31, 2009.

All other terms and conditions of the original contract, as amended, remain in effect.

This amendment, when executed, together with the original contract and all previous amendments, constitutes the entire contract between the parties.

WITNESS:

ENVIRONMENTAL CONSULTING &
TECHNOLOGY, INC.:

Title: _____

Title: _____

WITNESS:

CITY OF GAINESVILLE:

City Manager or Designee

Title: _____

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Former Gas Plant Remediation and Depot Park Project
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ADDITIONAL POOLE ROOFING/CSX IRA TASKS AND BUDGET

The following tasks are needed prior to beginning the Poole Roofing/CSX Initial Remedial Action (IRA). It is anticipated that these tasks/budgets will be added to the existing Sprout/Depot Avenue project as Amendment 15. It is further anticipated that any further tasks needed to support the Poole Roofing remediation and potentially subsequent CSX remediation will be incorporated in a separate contract directly with Gainesville Regional Utilities (GRU) that is currently in preparation.

Tasks proposed for Amendment 15 include the following:

	Estimated Budget
• Task 1—Additional Permitting	\$15,000
• Task 2—Select Subcontractor and Finalize Work Order	67,564
• Task 3—Project Coordination with Other Contractors	10,000
• Task 4—Depot Building Relocation Support	15,000
• Task 5—Prepare Phase II RAP Modification	76,244
• Task 6—Meetings and Project Management	15,000
• Task 7—Contingency	20,000
Total	\$218,808

A summary of each of these tasks is provided in the following paragraphs:

- Task 1: Additional Permitting—The additional permitting needed prior to beginning remediation includes the consumptive use permit (CUP) for dewatering, modifications of the National Pollutant Discharge Elimination System (NPDES) to change the discharge location for the treated dewatering water and an NPDES for stormwater management during construction. The first two permits are relatively minor but might require an agency meeting. The NPDES stormwater permit is usually prepared by the subcontractor once the selection is made, but, because of the complexity of this project, Environmental Consulting & Technology, Inc. (ECT), will prepare most of the permit subsequent to subcontractor selection. The remaining construction permits will be obtained by the selected subcontractor. *These items should require less than \$15,000.*
- Task 2: Select Subcontractor and Finalize the Work Order—This task will include the following items:
 - Complete front-end terms for the contract to be used for the subcontractor.
 - Resolve the thermal treatment issue.
 - Modify contract documents to include onsite soil screening and blending prior to thermal treatment and to add a contingency for reduced thermal treatment throughput.
 - Finalize subcontractor bid documents.
 - Issue the request for proposals (RFP) and respond to questions.
 - Evaluate/design an additional test burn.

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- Meet with the Alachua County Environmental Protection Department (ACEPD) and Florida Department of Environmental Protection (FDEP) to review work order form at while bids are being prepared.
- Complete a final site visit to the thermal treatment unit.
- Review the bids and prepare the work order.
- Meet with FDEP and ACEPD to finalize the work order.
- Finalize subcontract with winning bidder.

These items will advance us to the work order submittal/approval, at which point the work order will enter the queue for accruing funding. The budget for this task is \$67,564; detail is provided in the attached spreadsheet.

- Task 3: Project Coordination—It is proposed that project coordination/clarification meetings be held with the air monitoring contractor (MacTec) and GRU's construction oversight contractor (not yet selected). This should be done while the funding is being accrued so remediation can begin immediately following the approval from FDEP. ***This task should be less than \$10,000.***
- Task 4: Depot Building Relocation Support—Although the general oversight for the Depot Building relocation is included in the work order, it is anticipated that additional meetings and coordination will be needed in addition to overseeing the actual building relocation. There will also be some coordination/oversight needed for the proposed archaeological investigation following the building's removal. We currently have \$63,000 left in Task 4.1.1, and GRU's share of the one-way building relocation work order is expected to be \$63,000. ***We suggest adding \$15,000 to this task budget to cover additional support needed.***
- Task 5: Prepare RAP Modification for CSX Phase II—The Poole/CSX Phase I Remedial Action Plan (RAP) will be modified to include the CSX Phase II remediation while the funding for the Poole Roofing remediation is being accrued. This will help assure the plan for the CSX Phase II is approved prior to the Poole Roofing/CSX IRA remediation being complete. This will allow GRU to continue the excavation if they choose. This task will include:
 - Design dewatering system for remaining excavation.
 - Revise site control and excavation plans.
 - Prepare final drawings and plans.
 - Revise the specifications as required.
 - Revise cost estimates.
 - Attend one meeting with FDEP Jacksonville to present the RAP modification.
 - Respond to questions from FDEP.

The budget for this task is \$76,244; detail is provided in the attached spreadsheet.

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- Task 6: Additional Meetings and Project Management—Unless a method to expedite the funding accrual from FDEP is initiated, remediation will not start until September. Consequently, an additional 3 to 4 months management, coordination, and meetings will be needed. *We suggest adding an additional \$15,000 for this effort.*
- Task 7: Contingencies—A contingency budget of \$20,000 has been added to account for additional project changes that may occur.

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