

**Former Gas Plant Remediation and Depot Park Project  
Profession Services Contract Amendment # 14**

<b>Cost</b>		<b>Distribution</b>		<b>Table</b>	
Task	Description	Allocation	Rational	COG	GRU
4.1	RAP/Park Design Pres.	50/50, COG/GRU		0	0
4.1.1	Poole Roofing	100 GRU		127,292	127,292
4.2	Response to Comments	50/50, COG/GRU			
Subtotal				127,292	127,292
5.1	Final Remedial Design	100-GRU		74,228	74,228
5.1.1	Poole Geotech	100 GRU		10,000	10,000
5.1.2	NPDES for CSX	100 GRU		0	0
5.1.3	Consumptive Use Permit	100 GRU		265	265
5.1.4	Procurement Support	100 GRU		0	0
5.2	Final Park Design	100-COG		26,505	26,505
5.2.1	Phase 1 - Oversight	100-COG		5,325	5,325
5.2.2	Phase 1 - Remediation	100-GRU		914	914
5.2.3	Dewatering Pretreat	100-COG		-32,632	-32,632
5.2.4	Prebid Spec	50/50, COG/GRU		0	0
5.25	Depot Ave -Seg 3	100-COG		204,485	204,485
5.3	Add. Assessment	100 GRU		-2,627	-2,627
6	Project Meetings	60/40, COG/GRU		20,000	8,000
Subtotal				306,463	90,780
Total of Subs				215,683	218,072
7	ERP	100-COG		-874	-874
7.1	UMAM	29/71, COG/GRU		0	0
Subtotal				-874	0
8	Off Site Investigation	100 GRU			
8.1	Civil Work	100-COG			
8.2	Remediation Wk	100-GRU		67,696	67,696
8.3	Arsenic Remed.	100-COG		33,173	33,173
Subtotal				100,869	67,696
<b>Subtotal</b>				<b>533,749</b>	<b>285,768</b>
			Local Travel / Comm- 4%	12,000	
			COG	5,575	
			GRU		6,425
			COG	253,557	
			GRU		292,193
			<b>Total</b>	<b>545,749</b>	
			<b>Use</b>	<b>545,750</b>	

**A detail justification of the costs for increases/decreases to budgets for specific project tasks as follows:**

**Task 4.1.1—Poole Roofing**

Due to the effort to combine the Poole Roofing and CSX remedial action plans (RAPs) into the updated remedial action plan (URAP), to respond to several rounds of agency questions on the combined URAP, and to re-evaluate the cost and schedule implications for the various disposal options for both separate and combined projects, this task is approximately \$5,000 over the budget that was set in July 2006. Due to the recent decision to separate the Poole and CSX projects and to prepare an updated Poole-only RAP, the following subtasks are proposed to take the Poole Roofing project through work order preparation to implement the updated Poole RAP (estimated budget tables attached). The RAP will also include an initial remedial action (IRA) for the CSX site to assure sufficient remediation will be completed to allow for Depot Avenue reconstruction. For each item, we have itemized costs for effort not covered by the standard preapproval templates and have itemized GRU's 27 percent cost share separately that will be part of the funding agreement.

- **Site Re-score/Funding**—This subtask includes the anticipated effort to attempt to increase the priority score of the site and or otherwise secure program funding for the site in a timely manner. The task includes meeting time with Florida Department of Environment Protection (FDEP) and Alachua County Environment of Protection Department (ACEPD) to negotiate possible changes to the funding agreement to secure lump sum funding (includes two trips to Tallahassee).
- **Update previously approved Poole RAP and include the CSX IRA**—This subtask includes the effort to revise the Poole RAP previously approved by ACEPD to incorporate all relevant agency comments, design the ground support system, design the dewatering and water treatment systems, prepare the ambient air monitoring plan, and update the health and safety plan, the maintenance of traffic plan, and the cost estimate. It will also include plans for the CSX IRA.
- **Prepare Construction Drawings and Specifications**—This subtask includes the effort to prepare the plans and specs for the dewatering and water treatment systems, the temporary replacement road, the replacement stormwater system, and the ground support system.
- **Prepare Construction Proposal**—This subtask represents the level of effort necessary to prepare the remedial action construction proposal, contractor prebid meeting, and bid evaluation.
- **Depot Building Structural Design**—This subtask was previously included in Task 5.1, but has been moved to Task 4.1.1 since it is closely associated with Poole Roofing. To obtain bids for an “as-is” replacement foundation for the Depot Building, a structural engineer was subcontracted to prepare

foundation plans that would meet current codes but that would not include any of the improvements to the building planned by the city. The foundation plans are complete. However, since certain portions of the foundation are

currently inaccessible, additional budget will be used to provide verification of the design assumptions by the structural engineer during the building move.

- Depot Building Relocation—This subtask includes the level of effort to prepare a preapproval proposal to move the Depot Building to the temporary location and implement the proposal. This subtask will require coordination with the city to obtain plans for moving the building and possibly selecting a house moving contractor(s). The subcontractor budget (house mover) will be adjusted after the bids are received.
- An additional meeting and response effort for questions with ACEPD and FDEP (NE District) has been added.

**\*Note that these subtasks represent additional costs in excess of the FDEP-templated amounts due to the unusual nature of this project and factors beyond Environmental, Consulting and Technology (ECT) control. GRU's 27 percent cost share is itemized separately.**

### **Task 5.1—Final Remedial Design**

The plans and specifications have been modified substantially since the state revolving fund (SRF) submittal in 2004 due to the decision to separate the remediation from the civil park construction and as a result of several rounds of comments from ACEPD and FDEP. The budget exceedance for this effort through November 2007 is approximately \$8,700. The effort estimated to complete this task through final preparation of the documents for inclusion in the bid package is divided into the following three items. The estimated budget for these items is attached:

- Revisions to URAP—This item includes the response to agency questions, changing the disposal option to offsite thermal, and revising the document to separate the Poole Roofing remediation from the CSX remediation.
- Complete Plans and Specifications—The draft drawings will be revised to separate Poole Roofing project from the CSX project. The specifications are currently under client review and will be finalized and produced for internal distribution following receipt of comments. This will include revisions to accommodate Depot Avenue construction, utility plans, and stormwater management revisions.
- Agency Meetings and Response to Questions—This item provides the budget for anticipated agency meetings with ACEPD and the FDEP to discuss the final plans and specifications and the overall approach to the project and to address questions from the agencies during the RAP review period.

#### **5.1.1—Geotechnical (Poole Roofing)**

This original task was completed under budget (\$3,072). Additional geotechnical work will be needed to design the retaining walls for the excavation. Much of the design and installation costs will be covered by the pre-approval program/funding agreement. We

suggest adding an additional \$5,000 to this task to cover additional planning, design, meetings, or oversight not included by the program. We further recommend adding an additional \$5,000 to cover potential expenses to assist in the Poole Roofing relocation.

### **5.1.3—Consumptive Use Permit**

A consumptive use permit was needed for the dewatering on Phase I. We anticipated using a general analytical model to support the permit application, but a more complex model (MODFLOW) was required and resulted in an additional \$265 of effort.

### **5.1.4—Procurement Support (for Remediation)**

This task was added in 2006 and has not been activated. We suggest leaving the budget as is for assisting in final procurement activities.

## **5.2—Final Stormwater Design**

This task is currently active with remaining budget sufficient to complete the original work items. An additional work item was recently added to this task for redesign and permitting for a diversion structure and pump station for the Sweetwater Branch. The previously approved scope of work and budget are attached. We suggest the approved budget of \$26,505 for this item be added to the remaining budget for this task.

### **5.2.1—Phase I Oversight**

This task is complete. There was additional effort of \$5,325 needed primarily because of the extended oversight required because of the coal tar contamination that was encountered during pond construction.

### **5.2.2—Phase I Remediation**

This task is complete. There was a small exceedance of \$914 over the original budget estimates.

### **5.2.3—Dewatering Pretreatment**

This task is complete. Because of additional sampling and analysis, we were able to greatly reduce the amount of dewatering pretreatment needed for Phase I which resulted in a savings of \$57,632. We suggest retaining a budget of \$25,000 in case additional dewatering analysis is needed for Phase II. The remaining \$32,632 will be returned as an offset to other budget requests.

### **5.2.4—Pre-bid Specifications (for the Park)**

This task has not been activated. We suggest leaving the budget as is.

### **5.2.5—Depot Avenue Segment 3 Reconstruction**

The purpose of this task is to prepare roadway construction plans and specifications for improvements to Depot Avenue from South Main Street to the 600 block of Depot Avenue, including a portion of Southeast 4<sup>th</sup> Street. In 2004, design plans for this roadway segment were prepared by Kimley Horn & Associates but the project was never constructed due to delays in the scheduling of the associated contamination remediation project. Given the potential for

losing funding on the project due to future delays, the decision was made to divide the project into two phases in an effort to begin construction earlier. While it is not intended to redesign the project, this work will include delineating phases of work and only making changes necessary to maintain a safe and effective roadway between the phases of construction. The work required to prepare plans and specification packages for the two phases of the project and provide construction oversight is described in the attachment along with budget estimates.

### **5.3—Additional Assessment**

This task is complete and is \$2,627 under budget.

### **6.0—Project Management/Meetings**

This task is continuing and remains under budget. However, it appears the project will continue for approximately 2 more years. Consequently, we suggest adding \$20,000 to the budget for this task.

### **7.0—Environment Resource Permit (ERP)**

The ERP and subsequent extension request have been completed and the task is under budget. We suggest closing this task. If an additional extension is needed, a new task will be opened at that time.

### **7.1— Uniform Mitigation Assessment Methodology (UMAM)**

The UMAM calculations have been prepared, verified, and accepted by FDEP and accompanied the ERP application. Although the UMAM has been approved, additional modifications and changes to the mitigation plan will undoubtedly be required as the project proceeds. Consequently, we suggest leaving the remaining budget of \$12,616 in place to address additional requests from FDEP.

### **8.2—Offsite Assessment/Remediation**

This task is continuing. A cost estimate of \$49,714 for completing the remediation was provided on November 15, 2007. The work was approved and the remediation was conducted in December. Unfortunately, the confirmatory samples were not clean and additional remediation was needed. A cost estimate (attached) for \$17,982 was submitted and approved to complete the remediation. The remediation was completed in mid January and the confirmatory samples were clean. Consequently, we request a budget increase of \$67,696 (\$49,714 + \$17,892) to cover the remediation costs.

### **8.3—Arsenic Remediation**

This proposed new task includes the costs to prepare bid documents, provide contract procurement assistance, provide field oversight (including sampling and analysis), and prepare a source removal report for the remediation of the non-coal tar related arsenic contamination along the bike path behind the Depot Building (see attached Figure 1 for location). The remediation fieldwork will be done following approval of the CSX URAP

and prior to or during the Poole Roofing excavation. The general scope of work is to excavate an 8-ft wide by 2-ft deep by 850-ft long strip of arsenic contaminated soil (approximately 750 tons) along the bike path and dispose of the soil at Waste Management's Chesser Island, Georgia landfill. Confirmatory samples will be collected at 20-ft intervals along the walls of the excavation (88 total) and additional excavation and re-sampling conducted as needed. A contingency for an additional 750 tons of contaminated soil and an additional 60 confirmatory samples will be assumed. The City will procure the remediation contractor separately.

**9.0—Contingency**

This task has not been activated. We suggest leaving the budget as is.

**7777—Local Travel/Communications**

This budget is set at 4 percent of labor costs and has approximately \$8,400 remaining. We suggest adding \$12,000 to this budget.

Arsenic Figure

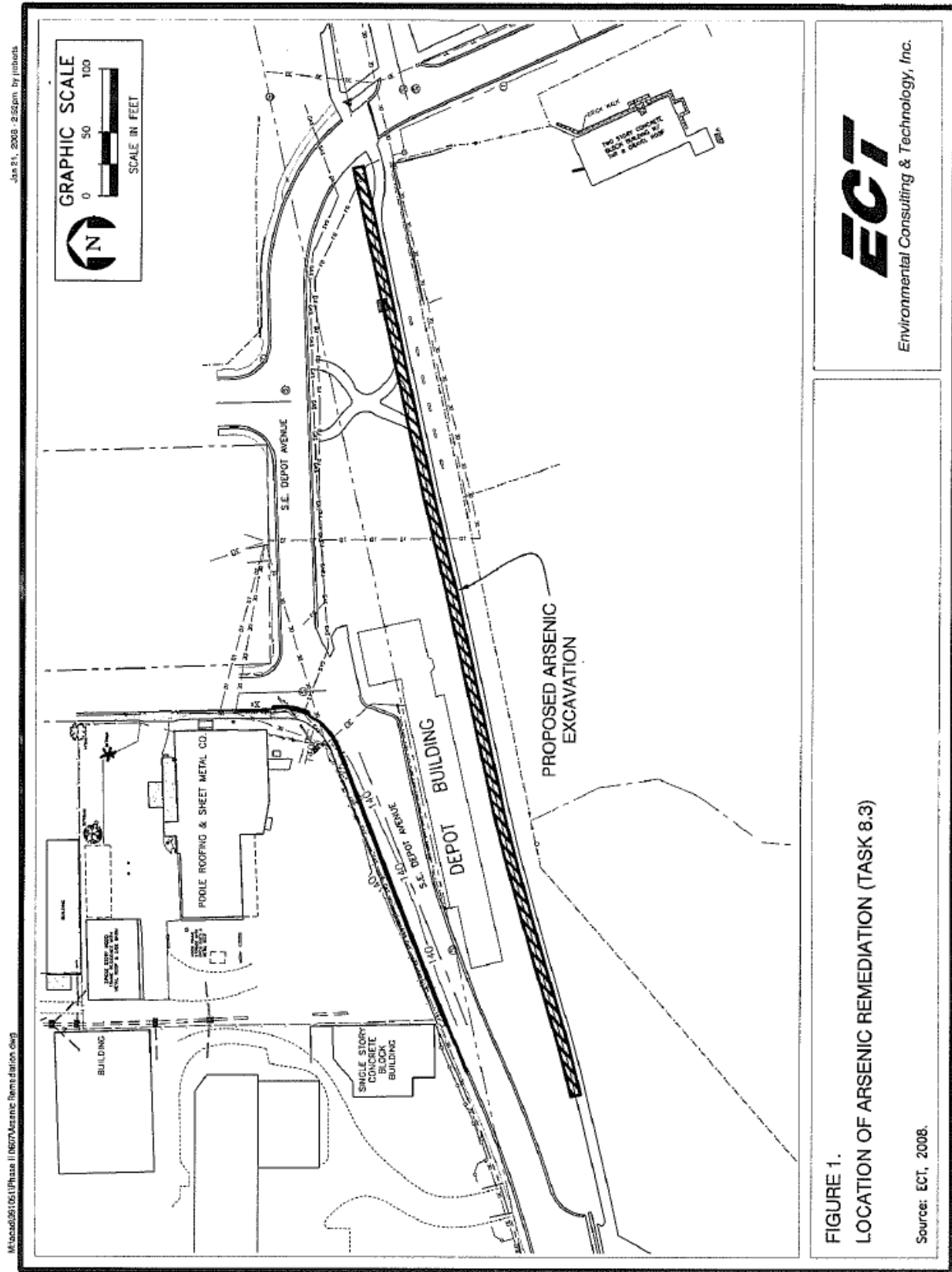


FIGURE 1.  
LOCATION OF ARSENIC REMEDIATION (TASK 8.3)

Source: ECT, 2008.

**ECT**

Environmental Consulting & Technology, Inc.

**Task 5.2.5 – Depot Avenue Segment 3 Reconstruction  
SCOPE OF SERVICES**

**PROJECT: DEPOT AVENUE SEGMENT 3 RECONSTRUCTION**

This Exhibit forms an integral part of the agreement between the City of Gainesville (hereinafter referred to as the **CITY**) and ECT, Inc (hereinafter referred to as the **CONSULTANT**) relative to the transportation facility described as follows: **Depot Avenue Transportation Corridor Improvement Project – Segment 3 from S Main Street to the 600 Block of Depot Avenue**

**I. DESCRIPTION**

The purpose of this project is to prepare roadway construction plans and specifications for improvements to Depot Avenue from S Main Street to the 600 block of Depot Avenue, including a portion of SE 4<sup>th</sup> Street. In 2004, design plans for this roadway segment were prepared by Kimley-Horn & Associates but the project was never constructed due to delays in the scheduling of contamination remediation associated with the project. Given the possibility for additional delays to the project, the decision was made to divide the project into two phases so that a portion of the project could be constructed independent of the contamination remediation work.

With only minor exceptions, the limits of two phases may be described as follows:  
Phase I: Depot Avenue from just east of SE 2<sup>nd</sup> Street to the 600 Block of Depot Avenue, including approximately 500' of SE 4<sup>th</sup> Street  
Phase II: Depot Avenue from S Main Street to just east of SE 2<sup>nd</sup> Street

While it is not intended to redesign the project, this work will primarily include identifying areas of work for each phase, and only making changes necessary to maintain a safe and effective roadway between the phases of construction. The work required to prepare plans and specification packages for the two phases of the project is summarized as follows:

**II. SCOPE**

**Project General Tasks**

The **CONSULTANT** Project Manager shall perform the following:

1. Set up and maintain project files, hard copy and electronic. Copies will be provided to the **CITY** at the end of the project or upon request.
2. Within ten (10) days after Notice to Proceed, the **CONSULTANT** shall provide a schedule of calendar milestones and deadlines accompanied by an anticipated payout curve. Provide project schedule detailing project start date, end date, activity durations, dependencies, etc.



3. Weekly and monthly progress reports, as agreed upon by *CITY* and *CONSULTANT*.
4. Attend coordination and progress meetings with *CITY* staff, as agreed upon by *CITY* and *CONSULTANT*.

#### **Public Involvement**

Public Involvement will be required for this project. The *CONSULTANT* Project Manager or designee shall attend one Public Informational Meeting. The *CONSULTANT* shall provide the following:

1. Public meeting notices including newspaper listing and project handouts.
2. Project exhibits showing project layout, typical sections and special details.
3. Assist in responding to issues and comments from stakeholders.

#### **Roadway Analysis and Design**

The *CONSULTANT* shall provide the following:

1. Review and supplement roadway design as needed to accommodate the revised limits of construction and the Poole Roofing Contamination Remediation project.
2. Develop and provide design files. Project design files shall be provided in AutoCAD 2008 format and plot file for reproduction.
3. Construction details addressing grading, roadway alignment, typical section modification and related details to address deficiencies in the existing plan set.
4. Design notebook, data, and calculations documenting design conclusions.
5. Evaluate the maintenance of traffic plan (signing, marking, etc.) and provide alternatives to minimize impacts to the area during construction and between phases.

#### **Drainage Analysis and Design**

The *CONSULTANT* shall provide the following:

1. Review and supplement drainage design as needed to accommodate the revised limits of construction and the Poole Roofing Contamination Remediation project.
2. Existing design shall be reviewed for conflicts and function.
3. Additional drainage details shall be provided to address the temporary drainage system associated with the Poole Roofing remediation and transition between phases of construction.
4. Construction drawings and calculations shall be provided for the Sweetwater Branch lift station and Depot Park temporary stormwater management system.
5. Develop and provide design files. Project design files shall be provided in AutoCAD 2008 format and plot file for reproduction.
6. Design notebook, data, and calculations documenting design conclusions. A digital design notebook shall be provided documenting project data.
7. Stormwater Pollution Prevention Plan (SWPPP).

#### **Structural Analysis and Design**

Not required for this contract.

**Signing and Pavement Marking Analysis and Design**

Not required for this contract.

**Lighting and Analysis and Design**

Not required for this contract.

**Landscape Analysis and Design**

Not required for this contract.

**Geotechnical**

Not required for this contract.

**Survey**

Existing design and ROW survey to be provided by the *CITY*. The *CONSULTANT* shall provide additional survey required to update the existing survey.

**Utilities**

The locations of existing utilities are provided by the *CITY* with the project survey. Supplemental utility coordination with all utility owners in the corridor will be required. The *CONSULTANT* shall provide the following:

1. Contact utility owners and hold coordination meetings.
2. Obtain existing and proposed utility information and incorporate into the plans and specifications.

**Permits**

The *CONSULTANT* shall obtain any permits on the project, environmental, FDOT, etc. and incorporate permit conditions into the contract documents. Limited effort is expected for this task since the environmental permitting is being handled through the SPROUT/Depot Park project.

**Cost Estimates**

The *CONSULTANT* shall regularly update and provide cost estimates for the construction of the project.

**Construction Administration and Oversight**

The *CONSULTANT* shall provide construction administration services to include the following:

1. Attend pre-bid meeting and provide assistance with the preparation of any addendums - This task includes two engineers and project manager attending pre-bid meeting and preparing necessary addendums that result from pre-bid meeting and contractor inquiries. It also includes the assistance in selection of responsible contractor.
2. Attend pre-construction meeting - This task includes two engineers attending the pre-construction meetings and coordination with selected contractor.
3. Shop drawing review - This task includes review and approval of contractors shop

drawings.

4. Construction Observation/inspection - This task includes a Construction Inspector visiting the site 20 hours a week for the length of the project and an Staff Engineer visiting the site once per week during the construction period. Also staff engineer shall resolve issues that arise and supervise construction inspector
5. Substantial Completion and Punch List - This task will includes the engineer meeting 2 times with contractor and creating a punch list to determine what still needs to be completed.
6. Final Completion Inspection – This task will includes the engineer meeting with contractor to certify that everything has been completed as specified, review as-built record drawings, and preparation of the final certification.

### **Deliverables**

The *CONSULTANT* shall provide the following:

1. Contract documents including plans and specifications under separate covers for Phases 1 and 2.
2. The existing roadway plans will be supplemented with plan sheets illustrating the modifications and work areas associated with each phase of construction. These details may be in the form of full size (24"x 36") plan sheets, half size (11" x 17") plan sheets or a narrative as required to best present the information. These supplementary plans may include cover, plan and profile, cross sections, construction details, phasing notes, maintenance of traffic, SWPPP, temporary drainage, and utility relocation sheets.
3. Specification package including a bid item list, quantities, and basis of payment. In addition, the package should include the latest version of National Society of Professional Engineer's Standard Condition of the Construction Contract. Supplementary Conditions and Special Conditions should be used to amend or supplement the Standard General Conditions of the Contract.
4. Supplementary plans and other special conditions may be located in Special Conditions section of the specifications package, as agreed upon by the *CITY* and the *CONSULTANT*.

### **Design Criteria**

The services performed by the *CONSULTANT* shall be in compliance with all applicable Manuals and Guidelines. The current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as minimum policy.

- Florida Greenbook
- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories
- FDOT Plans Preparation Manual
- FDOT Design Standards
- Highway Capacity Manual

- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Location Survey Manual
- Drainage Manual
- Soils and Foundations Manual
- Structures Design Guidelines CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- MTPO Urban Design Policy Manual
- Kimley-Horn Depot Avenue Corridor Project Documents (City to provide)
- City of Gainesville Design Manual (City to provide)
- City of Gainesville Ordinances and Policies (City to provide)

#### **Quality Control**

The *CONSULTANT* shall be responsible for insuring that all work products conform to *CITY* standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the *CONSULTANT*. This QC process shall insure that quality is achieved through reviewing and checking the work. Objective and qualified individuals, who were not directly responsible for performing the initial work, shall perform this work.

#### **Correspondence**

Copies of all written correspondence between the *CONSULTANT* and any party pertaining specifically to this project shall be provided to the *CITY* for their records within one (1) week of the receipt of said correspondence.

#### **Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The *CONSULTANT* will submit final documents and files as described herein.

#### **Coordination with Other Consultants and Entities**

The *CONSULTANT* is to coordinate their work with any ongoing and/or planned projects that may affect this project. The *CONSULTANT* is to coordinate with local governmental entities to ensure design and right-of-way requirements for the project are compatible with local public works improvements and right-of-way activities.

#### **Liaison Office**

The *CITY* will designate a Liaison Office and a Project Manager who shall be the representative of the *CITY* for the Project. While it is expected the *CONSULTANT* shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the *CITY* Project Manager.

### **III. SERVICES TO BE PERFORMED BY THE CITY**

The *CITY* will provide those services and materials as set forth below:

- Project data currently on file
- Existing Boundary and Topographic Survey
- All available information in the possession of the *CITY* pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that is in possession or may come to the *CITY* pertaining to subdivision plans, so that the *CONSULTANT* may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Existing right-of-way maps
- Provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/ environmental study reports for the transportation facility

#### **IV. BEGINNING AND LENGTH OF SERVICES**

Design Services to be provided by the *CONSULTANT* will be initiated and completed as directed by the *CITY*. The fee for these services shall be negotiated in accordance with the terms of the Contract, for a fair, competitive and reasonable cost, considering the scope and service. The *CONSULTANT* is authorized to proceed upon approval of the contract signed by the *CITY* and the *CONSULTANT*.

Payment for the work will be based on an approved fee schedule and will be limiting amount. Invoices shall be submitted to the *CITY'S* Project Manager. The *CITY'S* Project Manager and the *CONSULTANT* shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the *CITY*.

It is estimated that all work for Phase I of this contract will be completed in 3 months and Phase II will be completed in 6 months.