AMENDMENT TO AGREEMENT

This Amendment, Number 001, to the AGREEMENT FOR CONSULTING SERVICES, dated March 22, 2018 (the Agreement), between Appleton Redevelopment Authority (Client) and OMNNI Associates, Inc. (Consultant) is made effective as of the 6th day of December ,2018.

1. Consultant shall perform the following Services:

Based on groundwater results at the 222 N. Oneida Street project site during the site investigation, the Department of Natural Resources is requesting three additional groundwater wells to be installed and sampled. These costs are in addition to the original agreement and are depicted below. Additionally, the costs associated with site closure (if favorable groundwater results are attained from sampling the new wells) are also depicted below.

- Develop and submit a work plan to the Department of Natural Resources to install three new monitoring wells;
- Mobilize to the site, drill, and conduct one round of groundwater sampling for three monitoring wells;
- Deliver samples to Synergy laboratory for analysis;
- Document and interpret results and package together with the Site Investigation Report currently being developed;
- Applicable DNR review fees. A site investigation review fee is anticipated to be \$1,500 (if required), plus additional applicable site closure review fee and groundwater database fee of \$1,400;
- Site closure documentation preparation and submittal (if groundwater sampling results of new wells are below Wisconsin Enforcement Standards).
- 2. In conjunction with the performance of the foregoing Services, Consultant shall provide the following submittals/deliverables (Documents) to Client:
 - Results and interpretation shall be documented in the Site Investigation Report;
 - If results of groundwater sampling are below Wisconsin Enforcement Standards, a request for closure will be prepared as part of the deliverables.
- 3. Consultant shall perform the Services and deliver the related Documents (if any) according to the following schedule:
 - It is anticipated Drilling to be scheduled in early 2019.
- 4. In return for the performance of the foregoing obligations, Client shall pay to Consultant the amount of \$12,900 of which \$2,900 are DNR fees, payable according to the following terms:
 - Standard Terms and Conditions are outlined in the existing 2018 Contaminated Soils & Materials Testing contract for the City of Appleton.
- 5. Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

If you have any questions regarding this proposal, please do not hesitate to contact me. Your signature below will authorize us to proceed.

Sincerely, **OMNNI** Associates, Inc.

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Christopher J. Rogers P.G. Hydrogeologist / Project Manager

CLIENT: Appleton Redevelopment Authority

By: ______(Signature)

Name: Karen Harkness (Type or Print)

Title: Executive Director

Date: _____

CONSULTANT: **OMNNI** Associates

By: fluilling T. Robert (Signature)

Name: Phillip T. Roberts, P.E. (Type or Print)

Title: Engineering Services Manager

Date: <u>12/6/18</u>