ADDENDUM TO GUARANTEED REMEDIATION PROGRAM AGREEMENT

THIS ADDENDUM ("Addendum") is attached to and made a part of that certain Guaranteed Remediation Program Agreement ("Agreement") between **THE CITY OF ORLANDO,** a Florida municipal corporation ("City") and **ARCADIS, U.S., INC.,** a Delaware for profit corporation ("ARCADIS") dated October 20, 2008. For purposes of this Addendum, the definitions of key terms included on pages 2-4 of the Agreement shall be the same for this Addendum.

WHEREAS, Section 4(A) of the Agreement provides for a Contract Price of $12,925,000; and

WHEREAS, Section 4(B)(5) of the Agreement provides for a final payment by the City to ARCADIS of $250,000 upon reaching Project Completion; and

WHEREAS, the City and ARCADIS reached a subsequent agreement to reduce the payment upon Project Completion by Eight-Five Thousand Dollars ($85,000.00).

NOW, THEREFORE, based on the foregoing recitals, the City and ARCADIS agree that the following provisions shall be considered an addendum to the Agreement.

1. **Amendment of Section 4(A).** Section 4(A) of the Agreement shall be amended to change $12,925,000 to $12,840,000.

2. **Amendment of Section 4(B)(5).** Section 4(B)(5) of the Agreement shall be amended to change $250,000 to $165,000.

3. **No Waiver of Rights.** Nothing in this Amendment acts as a waiver of any right, privilege, or obligation of either party which was part of the Agreement, and all others terms of the Agreement remain in full force and effect.

4. **Notices.** Any notices or other communications or deliveries which may be required or desired to be given under the terms of this Addendum shall be in writing and shall be deemed to have been duly given if personally delivered, or if sent by e-mail to the addresses set forth below, or if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

If to the City:

City of Orlando
Attention: David J. Bass
Assistant City Attorney
400 South Orange Avenue, 3rd Floor
Orlando, Florida 32801
Telephone: (407) 246-4373
E-Mail: david.bass@cityoforlando.net

If to ARCADIS:

ARCADIS U.S., Inc.
Attention: Erhardt Werth, Executive Vice President
630 Plaza Drive
Highlands Ranch, CO 80129
Telephone: (720) 344-3710
E-Mail: erhardt.werth@arcadis-us.com

IN WITNESS WHEREOF, this Addendum has been executed and dated by the parties and has been attached to and made a part of the Agreement.

ARCADIS U.S., Inc.

By: _____

Print Name: ERHARDT WERTH

Title: EXEC. VICE PRESIDENT

Date: 7/20/2015

Witness: _____ Kayte Jo Gerwig

Witness: _____ Susan E. Zimmer

EW

CITY OF ORLANDO

By:_____
Mayor/Pro Tem

Print Name_____

Executed on _____, 2015

Attest:

By:_____
Celeste T. Brown, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

_____, 2015.

_____
City Attorney

Print Name_____