

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN
THE CITY OF NORFOLK
AND
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
FOR
NATIONAL DISASTER RESILIENCE COMPETITION (NDRC) – OHIO CREEK –
PROGRAM MANAGEMENT SERVICES**

THIS AMENDMENT dated the **16th** day of **June, 2020**, by and between the CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia, hereinafter called the "City", party of the first part, and **APTIM Environmental & Infrastructure, Inc.**, hereinafter called the "Architect", party of the second part.

WITNESSETH:

WHEREAS, the City and the Architect have heretofore entered into an Agreement dated March 2, 2017, and as amended May 30, 2019 and June 17, 2019; whereby the Architect was to provide Program Management Services for design and construction of NDRC – Ohio Creek.

WHEREAS, the parties desire to amend the said Agreement to provide additional services for Task Order No. 2, as outlined in the attached proposal dated May 27, 2020, to include:

PM 2.0 Norfolk NDR Ohio Creek Project Compliance & Monitoring

Easements & Acquisitions Management

Compliance and Monitoring Support

PM 3.0 Program and Portfolio Management

Program and Document Management

NOW, THEREFORE, WITNESSETH: That for and in consideration of the original premises and the mutual agreements herein contained, the City and the Architect hereby agree to the following amendments including Task Order No. 2:

<u>Item</u>	<u>Description</u>	<u>Fee</u>
Task Order No. 2, PM 2.0	Project Compliance & Monitoring	
Task Order No. 2, PM 3.0	Program and Portfolio Management	
Total Compensation Amendment 3		\$238,893.41

All terms and provisions of Agreement dated March 2, 2017 and as amended May 30, 2019 and June 17, 2019, hereby shall remain in full force and effect and binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on their respective behalves by their officers duly authorized on the respective dates hereinafter indicated.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC

BY: DocuSigned by:
Richard Faircloth
7214315BE9E3467...
Richard Faircloth

Printed Name
Vice President


Title

Contents approved:

DocuSigned by:
Richard Broad
EB3D3D3E47E1434 DS
SL

Director of Public Works

Approved as to form and correctness

DocuSigned by:

6D072EB6E041472...

Deputy City Attorney

Attest: **CITY OF NORFOLK**

DocuSigned by:
Richard A. Bue
7585E61B85734CE... DS
City Clerk

BY: DocuSigned by:

E2E6774E4128403...
Deputy City Manager

Certification of Funds

I hereby certify that the money required for this Amendment is in the City Treasury to the credit of the fund, which it is to be drawn and not appropriated for any other purpose.

Account: 1000-17-544-5307-844; C2/L1 Amount: \$ 209,242.61
Account: 3000-41-9417-5307-FY20; C2/L2 Amount: \$ 29,650.80
TOTAL: \$238,893.41

Contract No: 26368A Vendor Code: VC0000113768

DocuSigned by:
Christine Garczynski
7E10F438CFDD4D0... 6/22/2020
Director of Finance Date

DS
SF



Date: May 27, 2020

Douglas Beaver, Chief Resilience Officer
City of Norfolk-Office of Resilience
501 Boush Street
Norfolk, VA 23510
757-441-2602

Subject: Norfolk NDR Program Management Task Order 2, City Project Number 17012, Contract Number 26368 (Reference Contract Number 26238)

Dear Mr. Beaver:

On behalf of the Program Management (PM) team, APTIM Environmental & Infrastructure, LLC. ("APTIM") appreciates the opportunity to continue to provide program management services to the City of Norfolk in support of the Ohio Creek Watershed Project ("the Program"). This document serves as our proposed Scope of Services to be performed under Task Order #2. Additional information regarding the services to be performed is provided below. This PM work will be performed by APTIM and our subcontractors including but not limited to GCR and Marty Miller ("The PM Team").

Scope of Work

Task Order #2 is for continuation of specified priority tasks from Task Order #1's PM 2.0 and PM 3.0. The scope of services to be performed under Task Order #2 will be performed pursuant to the terms and conditions of the attached Contract #26238 dated March 2, 2017 (aka City of Norfolk Contract #26368), with a not-to-exceed value of \$238,893.41.

Program Management - Task Order #2

PM 2.0 Norfolk NDR Ohio Creek Project Compliance & Monitoring

- **Easements & Acquisitions Management:** The PM Team will continue conduct Easement and Acquisition Management.
 - o Task
 - Continue managing the acquisition and easement process with all owners
 - Provide compliance oversight among all acquisition, relocation, and disposition activities including tenant relocation process
 - Provide document management and tracking for all acquisition, easement, relocation, and disposition documents that the City has provided to the PM team
 - Provide coordination among acquisition, relocation, and disposition activities that City provides access to PM team
 - o Technical Assumptions
 - Tenant relocation will be conducted by Marty Miller with the assistance of Norfolk Redevelopment and Housing Authority (NRHA). The City will be responsible for relocation assistance payments and managing all related processes once tenants have been relocated.
 - The PM team is only responsible for documentation that the City has provided to the PM team.
 - The PM team is not responsible for financial management of acquisitions and easements.
 - The PM team will make best efforts to continue work thru payment and transfer of ownership of properties to the City,
 - o Value
 - APTIM is a leader in Disaster Recovery housing programs including federal acquisitions and Marty Miller has an established and trusted relationship with the property owners.
 - The subcontracts for Marty Miller, Acquisition Manager, the review appraisers, and GCR are part of the PM contract.
 - APTIM set-up a cost-effective system for tracking acquisitions, relocations and managing the documents. The system is thorough and audit ready for the documents and financial data the City has provided to the PM team.
 - o Deliverables
 - Acquisition reporting via Quick base
 - Acquisition related documents PM team has access to will be stored on the Project's SharePoint Portal
- **Compliance and Monitoring Support:** The PM Team will provide compliance and monitoring support for items as requested by the City of Norfolk. These functions *include activities performed by APTIM subcontractors as well as APTIM.*
 - o Tasks
 - Provide assistance and support as requested by the City of Norfolk
 - Support the efforts of procurement of the construction contractor

Expect the Extraordinary.



- Value
 - PM team timely response to requests by the City of Norfolk for compliance tasks under the Program Management contract Scope of Work.
- Deliverable
 - Attendance at meetings, review questions, research information, and generate responses upon request.

PM 3.0 Program and Portfolio Management

- **Program and Document Management:** Subject to the availability of funding, the PM Team will provide limited program operations for coordination and execution of project activities.
 - Task
 - Ongoing Program Management
 - Provide general program administration tasks in support of the execution program management scope of work as funds are available
 - Closeout Program Management contract
 - Provide administrative tasks with closing the PM contract and completing all activities associated with final payments from the City
 - Technical Assumptions
 - The City has maintained relevant project documentation not currently stored on SharePoint.
 - The PM team is not tasked with document management for items not uploaded to SharePoint.
 - The PM team is not responsible for budget management of the grant.
 - Value
 - Work performed by the PM team will be audit ready for contracted services delivered and payments received.
 - Deliverable
 - Oversight of the program management contract
 - Closeout of the program management contract

Cost Estimate and Compensation Basis

APTIM proposes to conduct the work described above on a Time and Materials basis in accordance with and subject to the contracted rate schedule (Contract Exhibit C) and negotiated contract terms and conditions. APTIM will perform the tasks described herein on a "level of effort" basis, up to the stated not-to-exceed budgetary limitation of \$238,893.41, unless this amount is subsequently increased via Task Order modification. Due to the amount of funding available for the work, APTIM will use its best efforts to accomplish as much of the scope as possible. Work performed will be invoiced and compensated on a time-and-materials basis.

APTIM will notify the City whenever it has reason to believe that it has exceeded 75 percent of the not-to-exceed value of this Task Order. APTIM and the PM Team will not be obligated to continue performance under this Task Order or otherwise incur costs in excess of the not-to-exceed value of \$238,893.41 unless authorized by the City in writing.

Should the above scope of work and terms of performance meet with your approval, we will await receipt of the authorized Task Order from your office. We look forward to the opportunity to continue to support the City of Norfolk with this monumental program.

Should you have any questions regarding this Proposed Task Order Two, please feel free to call Amy Courville directly at (337) 945-6374 or amy.courville@aptim.com.

Sincerely,

APTIM Environmental & Infrastructure, LLC

Richard Faircloth
Vice President, Government
rick.faircloth@aptim.com

Tel 949-705-8542
APTIM Environmental & Infrastructure, LLC

CC: Amy Courville, APTIM Project Manager

Expect the Extraordinary.