



For CM Office use only:  
 DTS # \_\_\_\_\_  
 Date CM signed: \_\_\_\_\_/2019

**DOCUMENT TRANSMITTAL FORM**

Use for Contracts, Agreements, RFPs, and Grants

<b>TITLE</b>	NDRC Ohio Creek – Design Services		
<b>DEPARTMENT</b>	Public Works		
<b>PARTY</b> (Company and principal’s names with which the City is entering into the agreement.)	Arcadis, Inc. Amy Jablonsky		
<b>EFFECTIVE DATES</b> (Start & end dates)	September 1, 2020		
<b>TOTAL DOLLAR VALUE</b>	NTE \$764064.00		
<b>FUNDING SOURCE</b> (Operating or capital budget; budget year; grant or other source. Show account information)	<b>SOURCE: CIP/CDBG</b>		
<b>TYPE</b> (New or extension)	Amendment No. 7		
<b>SUMMARY OF SCOPE OF SERVICE/ PROGRAM</b>	Provide professional services for design and construction of NDRC – Ohio Creek		
<b>PROCUREMENT METHOD</b> (RFP, Sealed BID, etc.)	Sealed bid		
<b>VALIDATION OF PROCUREMENT:</b> I HEREBY CERTIFY THAT THE GOODS AND/OR SERVICES TO BE PROVIDED UNDER THIS AGREEMENT WERE PROCURED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN CHAPTER 33.1 OF THE NORFOLK CITY CODE.			
<b>REVIEWED BY PURCHASING:</b> _____ <div style="display: flex; justify-content: space-around;"> <span>Signature</span> <span>Date</span> </div>			
<b>CALL OUTS</b> (Indicate any unique circumstances regarding provisions such as procurement protest pending, emergency purchase or other time sensitivity, so forth, along with any other pertinent information)	None		
<b>Please indicate if there is a legitimate required date by which the City Manager needs to respond.</b> <b>Due Date:</b> N/A			
<b>Certificate of Satisfaction:</b> I (We) hereby certify that all reasonable due diligence has been performed to sufficiently develop the contents and implications of the attached document in a manner to protect and account to the public. Further, all City policies and procedures have been adhered to and therefore, I (we) recommend the City Manager execute this document.			
_____ Richard Broad, Director	_____ Date	_____ Department Head Signature	_____ Date
_____ Department Head Signature	_____ Date	_____ Department Head Signature	_____ Date
<b>Review and Concurrence by DCM</b> DocuSigned by:  _____ Chief Deputy City Manager		<b>Review and Concurrence by CM</b> DocuSigned by:  _____ Date	

**AMENDMENT NO. 7 TO AGREEMENT  
BETWEEN  
THE CITY OF NORFOLK  
AND  
ARCADIS U.S., INC.  
FOR  
NATIONAL DISASTER RESILIENCE COMPETITION (NDRC) –  
OHIO CREEK – DESIGN SERVICES**

**THIS AMENDMENT** dated the **31st day of August 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 Arcadis U.S., Inc. hereinafter called the "Architect", party of the second part.

**WITNESSETH:**

**WHEREAS**, the City and the Architect have heretofore entered into an Agreement dated January 6, 2017, and as amended August 3, 2017, February 22, 2018, January 18, 2019, February 1, 2019, November 21, 2019 and March 17, 2020; whereby the Architect was to provide professional services for design and construction of NDRC – Ohio Creek.

**WHEREAS**, the parties desire to amend the said Agreement to provide additional services for Final Design Completion and Independent Cost Estimate Preparation, and Negotiation Phase Services during Construction Manager at Risk’s (CMAR’s) preparation of the Guaranteed Maximum Price (GMP) and to authorize performance of the balance of the work identified in the attached proposal.

**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:

- I. AIA B201-2007, Article 6 “Compensation”, Paragraph 6.1, amend so as to add and incorporate Exhibit E(16) dated March 13, 2020, hereto attached, as follows:

<b>Item</b>	<b>Description</b>	<b>Fee</b>
1.	Work Order 16 – Construction Phase Services, Task Order Nos. 1 through 9	\$764,064.00
<b>Total Compensation Amendment No. 7</b>		<b>\$764,064.00</b>

- II. All terms and provisions of Agreement dated January 6, 2017, and as amended August 3, 2017, February 22, 2018, January 18, 2019, February 1, 2019, November 21, 2019, and March 17, 2020 not amended 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.

**ARCADIS U.S., INC.**

BY: DocuSigned by:  
Amy Jablonsky  
E29E46FFBA32478...  
Amy Jablonsky, Vice President

Contents approved:

DocuSigned by:  
Richard Broad  
EB3D3D3E47F1434...  
Director of Public Works

DS  
kl

Approved as to form and correctness:

DocuSigned by:  
[Signature]  
6D972EB6E941472...  
Deputy City Attorney

Attest:

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

**CITY OF NORFOLK**

BY: DocuSigned by:  
[Signature]  
E2EC774E4189403...  
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 is to be drawn and now appropriated for any other purpose.

Account:	2500-41-9230-5303 FY17	Amount:	\$185,810.21
Account:	2500-41-9231-5303 FY17	Amount:	\$137,237.74
Account:	2500-41-9232-5303 FY17	Amount:	\$227,241.92
Account:	2500-41-9412-5303 FY19	Amount:	\$213,774.13

Contract No. 26367D

Vendor Code: ACRADI0150

DocuSigned by:  
Christine Garezynski 9/2/2020  
7E4DF338CFDD4D0...  
Director of Finance DS Date  
SF



Kyle Spencer, Coastal Resiliency Manager  
City of Norfolk  
City Manager's Office of Resilience  
501 Boush Street  
Norfolk, Virginia 23510

Arcadis U.S., Inc.  
295 Bendix Road  
Suite 240  
Virginia Beach  
Virginia 23452  
Tel 757 419 3970  
Fax 757 419 3968  
www.arcadis.com

Subject:  
National Disaster Resilience Competition (NDRC) Ohio Creek Design  
Services: Scope of Services for Work Order No. 16 – Construction Phase  
Services  
City e-Builder Project No. 17011; Contract No. 26367

WATER

Date  
April 2, 2020

Dear Kyle:

Contact:  
Amy Jablonsky

The Arcadis U.S., Inc. ("Arcadis") team is pleased to provide you with a scope of services for Work Order No. # 16 – Construction Phase Services for the NDRC Ohio Creek Design Services Contract No. 26367. It is proposed that the scope of services detailed in this Work Order No. 16 amends the original Contract No. 26367, dated April 24, 2017, with Notice to Proceed dated March 2, 2017, and subsequent executed Amendments Nos. 1 to 5, as further set forth herein and in Attachment A hereto.

Phone:  
757.419.3972

Email:  
Amy.Jablonsky@arcadis.com

Attachment A: Governing Terms and Conditions to this Work Order No. 16 documents the mutual understanding between the City and Arcadis relative to this Work Order No. 16, the scope of services herein, and the Project going forward.

**ADDITIONAL SCOPE OF SERVICES:**

Arcadis shall provide the following tasks as specifically set forth herein:

- Task 1: Prepare Conformed Contract Documents Based on Site Plan Review and Value Engineering Revisions

Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
Contract No. 26367

Arcadis will prepare Conformed Contract Documents revisions for the drawings that Arcadis will remain the Engineer of Record based on value engineering mark-ups and annotations within PDF files in 2D format provided by the CMAR via the City, received January 2020. Arcadis cannot include revisions resulting from the structural design changes made by others until we receive signed and sealed drawings from the new Structural Engineer of Record. Conformed Contract Documents will include revisions based on comments resulting from the City's Site Plan review and addenda. Deliverables will include one (1) set of PDF file format and five (5) sets of hard copy Conformed Contract Documents. It is understood that in performing this Task and incorporating revisions made by others, Arcadis will not independently evaluate or validate whether those changes meet the relevant standard of care required of design professionals in this field, and Arcadis expressly disclaims any responsibility for any errors or omissions committed by others in preparing those changes.

A budget for this task is shown below based on the work described above.

The deliverable for this task has an anticipated submittal timeframe of eight (8) weeks from receipt of signed work order.

Task 2: Perform Site Visits During Project Construction Phase & Attend Monthly Meetings

Arcadis will perform on-site visits to observe construction activities from January 2020 to April 2023. A total of one hundred and sixty (160) hours is budgeted for site visits over the duration of the project construction phase.

Arcadis will attend in-person monthly progress meetings from January 2020 to April 2023. A total of one hundred and sixty (160) hours is budgeted for progress meetings over the duration of the project construction phase.

A budget for this task is shown below based on the hours described above.

Task 3: Review of Contractor's Submittals

Arcadis will perform review and approval of project submittals within the budget shown below. This budget will be used towards one thousand three hundred (1,300) anticipated project submittals, but Arcadis does not guarantee that this many submittals can be reviewed within the budget amount. The outcome of each submittal review will be in accordance with the Contract Documents' submittal procedures with the following action or informational results:

APPROVED

Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
Contract No. 26367

- APPROVED AS CORRECTED
- APPROVED AS CORRECTED - RESUBMIT
- REVISE AND RESUBMIT
- ACCEPTED
- NOT ACCEPTED

Where such submittals expand beyond the budgeted amount an additional service subject to additional compensation on an hourly time (and material, as applicable) basis may be issued at the discretion and written approval of the City.

Arcadis will track the number of submittals, cycles, status of submittals review, and actual cost expended each quarter. On a quarterly basis, the City and Arcadis will review actual cost of submittal reviews relative to the budget.

Task 4: Respond to Requests for Information

Arcadis will provide a response to Requests from Information (RFIs) from the Construction Manager at Risk and/or the City within five (5) business days. A budget is reserved for this task as shown below. Arcadis understands that the review of RFIs will be initiated, tracked, and documented through the Procore Document Control System managed by the CMAR which will produce an up-to-date RFI log. Where the responses to RFIs expand beyond the budgeted amount, an additional service subject to additional compensation on an hourly time (and material, as applicable) basis may be issued at the discretion and written approval of the City.

Arcadis will track the number of RFIs and document the actual review cost expended each quarter. On a quarterly basis, the City and Arcadis will review the RFI log and the actual costs expended relative to the budget.

Task 5: Construction Phase Services Contingency

Arcadis shall perform specific engineering services as may be requested by the City as the budget shown below for this task allows. Upon the City's request for each such service, Arcadis will prepare a brief scope and fee proposal for the City's review and approval. Upon receipt of the City's written approval, Arcadis will commence work on the approved task.

Task 6: Operation & Maintenance (O&M) Document Assistance

Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
Contract No. 26367

Arcadis will prepare an O&M document for the two (2) pump stations (Ballentine and Haynes Creek) with a similar Table of Contents and similar level of information as the example provided by the City's *Operation and Maintenance Manual for the Norfolk Flood Wall Central Business District* dated September 2012. City will review 100% O&M document and provide comments to Arcadis. A final version with the City comments addressed by Arcadis will be the final version of the O&M document. A budget for this work is shown below.

**Task 7: Project Management and Administration:**

This task includes project staffing, subconsultant coordination, budget and schedule management, coordinating team efforts, attending team calls, managing work order scopes, developing invoices in compliance with the City's preferred format and accounting, and providing appropriate documentation. It is assumed that the project duration will be January 2020 to June 2023, equating to forty-two (42) months. Project Management and Administration time is greatly dependent on the schedule of the work. A budget for this work is shown below.

**Task 8: Plat Preparation:**

This task includes the development of a subdivision plat for the Titan America property. PMI will perform the task as outlined in the scope of work detailed in Attachment B.

**Task 9: Retain Your Rain:**

This task includes the continued services for the Retain Your Rain program. The specifics of the scope are detailed in Attachment C.

Note: Arcadis is not to perform any task outside the scope and timeframe identified in this proposal without an executed amendment between Arcadis and the City.

**NOT TO EXCEED BUDGET – FEE TO BE SUBMITTED**

The Not to Exceed Cost amount is for all Tasks herein collectively, subject to and conditioned upon the terms and conditions contained herein. A summary of the budgeted costs based on estimated level of effort and corresponding costs for each Task, and the collective Not to Exceed Cost amount for all Tasks, is shown below. We have also estimated the amounts that are anticipated to be invoiced for each of the four Fiscal Years. The actual invoices will reflect the actual costs expended.

Mr. Kyle Spencer  
 April 2, 2020  
 e-Builder Project # 17011  
 Contract No. 26367

Task #	Task Description	Task Cost	Authorized Amount
1	Prepare Conformed Contract Documents Based on Site Plan Review and Value Engineering Revisions	\$274,565	\$274,565
2	Periodic and Limited Site Visits & Construction Phase Progress Monthly Meetings	\$65,600	\$2,500
3	Review of Contractor's Submittals	\$528,190	\$175,670
4	Respond to Requests for Information	\$105,600	\$105,600
5	Construction Phase Services Contingency	\$49,680	
6	O&M Assistance	\$69,100	
7	Project Management and Administration	\$199,600	\$10,000
8	Plat Preparation	\$10,982	\$10,982
9	Retain Your Rain	\$19,780	\$19,780
	<b>Subtotal</b>	\$1,323,097	
	2% Inflation: Current Year	\$0.00	
	2% Inflation: Year 2	\$10,585	
	2% Inflation: Year 3	\$21,381	
	2% Inflation: Year 4	\$8,098	
	<b>Total Budgeted Cost (including 2% inflation)</b>	<b>\$1,363,161</b>	<b>\$599,097</b>

*The total estimated fee is \$1,363,161. At this time the City currently has five hundred ninety nine thousand and ninety seven dollars (\$599,097) in available funds to authorize and will authorize the remainder of funds under a separate Work Order.*

We greatly appreciate the opportunity to continue to work with the City on this iconic Project. Should you have any questions, please do not hesitate to contact me at [amy.jablonsky@arcadis.com](mailto:amy.jablonsky@arcadis.com) or Project Manager Travis Davis at [travis.davis@arcadis.com](mailto:travis.davis@arcadis.com).

Sincerely,



Amy Jablonsky  
 Vice President  
 Arcadis U.S., Inc.



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Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
Contract No. 26367

Copies:

Travis Davis, Arcadis  
Kris Edelman, Arcadis

**Attachments**

- 1 Attachment A: Governing Terms and Conditions
- 2 Attachment B: Plat Scope and Fee
- 3 Attachment C: Retain Your Rain Scope and Fee
- 4 Attachment D: Fee Summary

Mr. Kyle Spencer  
April 2, 2020  
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## **ATTACHMENT A: GOVERNING TERMS AND CONDITIONS**

The scope of services detailed in Work Order No. 16 amends the original Contract No. 26367 dated April 24, 2017, with Notice To Proceed dated of March 2, 2017, and subsequent executed Amendments Nos. 1 to 5, as further set forth herein and in this Attachment A. The Parties hereby acknowledge and agree that the following terms and conditions shall apply relative to Work Order No. 16, the scope of services therein, and the Project going forward. To the extent that any of these terms and conditions differ from, or are inconsistent with, those that accompanied the original Contract No. 26367, these terms and conditions shall control.

On January 26, 2017, the City of Norfolk (City) and Arcadis executed a professional services contract (Project No. 17011/Contract No. 2637), collectively, with all exhibits, attachments and work orders, referred to herein as the "Arcadis Agreement". The Arcadis Agreement contemplated that Arcadis would perform various professional services in conjunction with the construction of the Project by a third-party contractor selected by competitive bidding. Such professional services to be performed by Arcadis included both Design Phase Services and Construction Phase Services.

Subsequently, the City changed the Project's overall procurement method to that of a negotiated "construction manager at risk" arrangement. On April 16, 2018, the City and the construction manager at risk ("CMAR"), MEB General Contractors, Inc., executed a contract for the construction of the Project pursuant to a modified AIA Document A133 (the "CMAR Contract").

The City has decided that the Construction Phase Services originally expected to be performed by Arcadis, as per the Arcadis Agreement, instead will be provided by the City or others authorized by the City; with the exception of those limited Construction Phase Services described in Work Order No. 16 to be performed by Arcadis. Accordingly, except as provided in this Work Order No. 16 or as specifically agreed upon hereafter by the Parties. Additionally, Arcadis has been replaced as Engineer of Record for certain Design Services, and as such, certain Design Services are hereby deleted from the scope of the Arcadis Agreement as set forth below, and such services shall be the sole liability and responsibility of the replacement Engineer of Record. Arcadis shall not be responsible for, and to the degree allowable by law, the City shall hold Arcadis and Arcadis' subconsultants harmless from, all claims, damages, losses arising out of or resulting from any Design Services and/or Construction Phase Services provided by the City or any other party. Should an administrative or judicial proceeding to enforce the terms of this provision be required, if Arcadis prevails in such proceeding in whole or

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in part, City shall pay Arcadis its reasonable attorneys' fees and expenses that accrued in prosecuting the proceeding.

In discussions between the City and Arcadis, the City has informed Arcadis that the City has decided not to authorize the full scope of work stated in the Arcadis Agreement, which the City does at its own risk. Accordingly, the City and Arcadis acknowledge and agree to the following modified scope of work:

1. Design Services, including structural, mechanical, and electrical engineering services, were originally performed by Arcadis pursuant to the Arcadis Agreement. Subsequently, the City replaced Arcadis as the Engineer of Record for certain Design Services; specifically, structural engineering related to the Haynes Creek and Ballentine Stormwater Pump Stations. In the event of a design error or omission made by any subsequent Engineer of Record, or any claim arising from or related thereto, the City agrees that such risk and responsibility for any claim shall be borne by the City and/or the subsequent Engineer of Record and shall not be borne by Arcadis. Arcadis shall not be responsible for, and, to the degree allowable by law, the City shall defend (retaining counsel acceptable to Arcadis) and hold Arcadis and Arcadis' subconsultants harmless from, all claims, damages, losses, arising out of or resulting from the City's or any other party's Design Services and/or any change or modification to Arcadis' original Design Services deliverables. Should the City authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, modifications, and/or additions to any of Arcadis' Design Services deliverables, for purposes of completing the Project or otherwise, Arcadis and its subconsultants shall not be liable in any manner whatsoever and shall be held harmless for same. The City and/or others authorized by the City to perform Design Services shall be deemed fully liable for all such use, reuse, and/or modifications of and to Arcadis' Design Services deliverables, and the City shall hold Arcadis and its subconsultants harmless against said use.
2. Except as expressly provided in Sections 3 (a) and 3 (b), below, or to the extent specifically agreed upon by the Parties hereafter, the Bidding or Negotiation Phase from Arcadis' scope of work, as such services are to be provided by the City and/or others as authorized by the City. Accordingly, the Arcadis Agreement is deemed so modified throughout. (Likewise, references to the "Architect" in the CMAR Contract and related attachments shall not serve to expand Arcadis' retained Negotiation Phase or Construction Phase Services as described herein.)

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Mr. Kyle Spencer  
April 2, 2020  
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3. For the avoidance of doubt and not in limitation of the above, the following specific revisions are made to the Arcadis Agreement:
  - a. Articles 1.1 and 7.4 of the modified AIA Document B102 and Exhibit D of the Arcadis Agreement are deemed revised to expressly exclude all Bidding or Negotiation Phase and Construction Phase Services, except to the extent such Services may be expressly authorized by the City in a subsequent work order and so accepted by Arcadis.
  - b. Articles 2.5 ("Bidding or Negotiation Phase Services") of Exhibit A (modified AIA document B201) of the Arcadis Agreement and Arcadis will provide specific Construction Phase Services only as authorized in Work Order No. 16.

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Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
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**ATTACHMENT B: Plat Scope and Fee**

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Mr. Kyle Spencer  
April 2, 2020  
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**ATTACHMENT C: Retain Your Rain Scope and Fee**

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Mr. Kyle Spencer  
April 2, 2020  
e-Builder Project # 17011  
Contract No. 26367

**ATTACHMENT D: Fee Summary**

## ATTACHMENT 1: FEE ESTIMATE - Ohio Creek

**Task 1 Prepare Value Engineering revisions and Conformed Documents**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	0	\$ 120.00	\$ -
Engr/Sci Grade 7	Maxwell	120	\$ 135.00	\$ 16,200.00
Engr/Sci Grade 8	Keller	160	\$ 160.00	\$ 25,600.00
Engr/Sci Grade 9	Battle/Millspaugh	180	\$ 205.00	\$ 36,900.00
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	88	\$ 225.00	\$ 19,800.00
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	360	\$ 110.00	\$ 39,600.00
Tech/Proj Asst Grade 5&6	Allick	40	\$ 80.00	\$ 3,200.00
Engr/Sci Grade 10	Edelman	0	\$ 205.00	\$ -
Engr/Sci Grade 9	Davis	40	\$ 205.00	\$ 8,200.00
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 1</b>		<b>948</b>		<b>\$ 149,500.00</b>
<b>Subcontractor Task 1</b>			<b>\$ 122,065.00</b>	<b>\$ 122,065.00</b>
<b>Travel Expenses Task 1</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Non Travel Expenses for Task 1.1 (Printing, Shipping, and Misc)</b>			<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>
<b>Total for Task 1</b>				<b>\$ 274,565.00</b>

**Task 2 Periodic and Limited Site Visits & Construction Phase Progress Monthly Meetings**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	0	\$ 120.00	\$ -
Engr/Sci Grade 7	Maxwell	0	\$ 135.00	\$ -
Engr/Sci Grade 8	Keller	0	\$ 160.00	\$ -
Engr/Sci Grade 9	Battle/Millspaugh	144	\$ 205.00	\$ 29,520.00
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	\$ -
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	\$ -
Engr/Sci Grade 10	Edelman	32	\$ 205.00	\$ 6,560.00
Engr/Sci Grade 9	Davis	144	\$ 205.00	\$ 29,520.00
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 2</b>		<b>144</b>		<b>\$ 65,600.00</b>
<b>Subcontractor Task 2</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Travel Expenses Task 2</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Non Travel Expenses for Task 2.1 (Printing, Shipping, and Misc)</b>			<b>\$ -</b>	<b>\$ -</b>
<b>Total for Task 2</b>				<b>\$ 65,600.00</b>



**Task 3 Review of Contractor's Submittals**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	520	\$ 120.00	\$ 62,400.00
Engr/Sci Grade 7	Maxwell	260	\$ 135.00	\$ 35,100.00
Engr/Sci Grade 8	Keller	520	\$ 160.00	\$ 83,200.00
Engr/Sci Grade 9	Battle/Millsbaugh	780	\$ 205.00	\$ 159,900.00
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	520	\$ 225.00	\$ 117,000.00
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	\$ -
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	\$ -
Engr/Sci Grade 10	Edelman	0	\$ 205.00	\$ -
Engr/Sci Grade 9	Davis	0	\$ 205.00	\$ -
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 3</b>		<b>2600</b>		<b>\$ 457,600.00</b>
<b>Subcontractor Task 3</b>		<b>\$ 70,590.00</b>		<b>\$ 70,590.00</b>
<b>Travel Expenses Task 3</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Non Travel Expenses for Task 3.1 (Printing, Shipping, and Misc)</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Total for Task 3</b>				<b>\$ 528,190.00</b>

**Task 4 Respond to Requests for Information**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	120	\$ 120.00	\$ 14,400.00
Engr/Sci Grade 7	Maxwell	60	\$ 135.00	\$ 8,100.00
Engr/Sci Grade 8	Keller	120	\$ 160.00	\$ 19,200.00
Engr/Sci Grade 9	Battle/Millsbaugh	180	\$ 205.00	\$ 36,900.00
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	120	\$ 225.00	\$ 27,000.00
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	\$ -
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	\$ -
Engr/Sci Grade 10	Edelman	0	\$ 205.00	\$ -
Engr/Sci Grade 9	Davis	0	\$ 205.00	\$ -
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 4</b>		<b>600</b>		<b>\$ 105,600.00</b>
<b>Subcontractor Task 4</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Travel Expenses Task 4</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Non Travel Expenses for Task 4.1 (Printing, Shipping, and Misc)</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Total for Task 4</b>				<b>\$ 105,600.00</b>

**Task 5 Construction Phase Services Contingency**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	144	\$ 120.00	\$ 17,280.00
Engr/Sci Grade 7	Maxwell	240	\$ 135.00	\$ 32,400.00
Engr/Sci Grade 8	Keller	0	\$ 160.00	\$ -
Engr/Sci Grade 9	Battle/Millsbaugh	0	\$ 205.00	\$ -
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	\$ -
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	\$ -
Engr/Sci Grade 10	Edelman	0	\$ 205.00	\$ -
Engr/Sci Grade 9	Davis	0	\$ 205.00	\$ -
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 5</b>		<b>384</b>		<b>\$ 49,680.00</b>
<b>Subcontractor Task 5</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Travel Expenses Task 5</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Non Travel Expenses for Task 5.1 (Printing, Shipping, and Misc)</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Total for Task 5</b>				<b>\$ 49,680.00</b>

**Task 6 O&M Assistance**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	160	\$ 120.00	\$ 19,200.00
Engr/Sci Grade 7	Maxwell	0	\$ 135.00	-
Engr/Sci Grade 8	Keller	0	\$ 160.00	-
Engr/Sci Grade 9	Battle/Millsbaugh	100	\$ 205.00	20,500.00
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	80	\$ 225.00	18,000.00
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	60	\$ 110.00	6,600.00
Tech/Proj Asst Grade 5&6	Allick	60	\$ 80.00	4,800.00
Engr/Sci Grade 10	Edelman	0	\$ 205.00	-
Engr/Sci Grade 9	Davis	0	\$ 205.00	-
Engr/Sci Grade 11	Hixon	0	\$ 225.00	-
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	-
<b>Subtotal for Labor Task 6</b>		<b>460</b>		<b>\$ 69,100.00</b>
<b>Subcontractor Task 6</b>		\$ -		\$ -
<b>Travel Expenses Task 6</b>		\$ -		\$ -
<b>Non Travel Expenses for Task 6.1 (Printing, Shipping, and Misc)</b>		\$ -		\$ -
<b>Total for Task 6</b>				<b>\$ 69,100.00</b>

**Task 7 Project Management and Administration**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	0	\$ 120.00	-
Engr/Sci Grade 7	Maxwell	0	\$ 135.00	-
Engr/Sci Grade 8	Keller	0	\$ 160.00	-
Engr/Sci Grade 9	Battle/Millsbaugh	0	\$ 205.00	-
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	0	\$ 225.00	-
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	-
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	-
Engr/Sci Grade 10	Edelman	0	\$ 205.00	-
Engr/Sci Grade 9	Davis	640	\$ 205.00	131,200.00
Engr/Sci Grade 11	Hixon	40	\$ 225.00	9,000.00
Tech/Proj Asst Grade 7	Sizemore	540	\$ 110.00	59,400.00
<b>Subtotal for Labor Task 7</b>		<b>0</b>		<b>\$ 199,600.00</b>
<b>Subcontractor Task 7</b>		\$ -		\$ -
<b>Travel Expenses Task 7</b>		\$ -		\$ -
<b>Non Travel Expenses for Task 7.1 (Printing, Shipping, and Misc)</b>		\$ -		\$ -
<b>Total for Task 7</b>				<b>\$ 199,600.00</b>

**Task 8 Plat Preparation**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	0	\$ 120.00	-
Engr/Sci Grade 7	Maxwell	0	\$ 135.00	-
Engr/Sci Grade 8	Keller	0	\$ 160.00	-
Engr/Sci Grade 9	Battle/Millsbaugh	0	\$ 205.00	-
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	0	\$ 225.00	-
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtelot	0	\$ 110.00	-
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	-
Engr/Sci Grade 10	Edelman	0	\$ 205.00	-
Engr/Sci Grade 9	Davis	0	\$ 205.00	-
Engr/Sci Grade 11	Hixon	0	\$ 225.00	-
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	-
<b>Subtotal for Labor Task 8</b>		<b>0</b>		<b>\$ -</b>
<b>Subcontractor Task 8</b>		\$ 10,982.00		\$ 10,982.00
<b>Travel Expenses Task 8</b>		\$ -		\$ -
<b>Non Travel Expenses for Task 8.1 (Printing, Shipping, and Misc)</b>		\$ -		\$ -
<b>Total for Task 8</b>				<b>\$ 10,982.00</b>

**Task 9 Retain Your Rain**

POSITION	NAME	Units/Hours	RATE	DOLLARS
Engr/Sci Grade 6	Carlson/Gong/Montgomer/Nguyen	0	\$ 120.00	\$ -
Engr/Sci Grade 7	Maxwell	0	\$ 135.00	\$ -
Engr/Sci Grade 8	Keller	0	\$ 160.00	\$ -
Engr/Sci Grade 9	Battle/Millsbaugh	0	\$ 205.00	\$ -
Engr/Sci Grade 10	Baird/Edelman/Hare/Manzo/Turner/Vargas	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 5&6	Love/Men/Taylor/Tourtlot	0	\$ 110.00	\$ -
Tech/Proj Asst Grade 5&6	Allick	0	\$ 80.00	\$ -
Engr/Sci Grade 10	Edelman	0	\$ 205.00	\$ -
Engr/Sci Grade 9	Davis	0	\$ 205.00	\$ -
Engr/Sci Grade 11	Hixon	0	\$ 225.00	\$ -
Tech/Proj Asst Grade 7	Sizemore	0	\$ 110.00	\$ -
<b>Subtotal for Labor Task 9</b>		<b>0</b>	<b>\$</b>	<b>-</b>
<b>Subcontractor Task 9</b>		<b>\$ 19,780.00</b>	<b>\$</b>	<b>19,780.00</b>
<b>Travel Expenses Task 9</b>		<b>\$ -</b>	<b>\$</b>	<b>-</b>
<b>Non Travel Expenses for Task 9.1 (Printing, Shipping, and Misc)</b>		<b>\$ -</b>	<b>\$</b>	<b>-</b>
<b>Total for Task 9</b>			<b>\$</b>	<b>19,780.00</b>
<b>Subtotal Task Order Fee</b>			<b>\$</b>	<b>1,323,097.00</b>
<b>2% Annual Inflation</b>				
<b>Total Task Order Fee</b>			<b>\$</b>	<b>1,363,161</b>



June 8, 2020 REV1

## NORFOLK, VIRGINIA, OHIO CREEK NDRC PROJECT DESIGN SERVICES

### SCOPE OF WORK for

#### Stormwater and Sidewalk Drawing Sheets Support for RFIs and Submittal Reviews and for Arcadis Production of Conforming Documents

### Background

The City of Norfolk (City) and their Contractor (MEB) have developed changes to the construction documents submitted by the Arcadis Team for the Ohio Creek NDRC project design. The changes affect drawings in the 500 series, 600 series and 700 series that were prepared by Moffatt & Nichol (M&N). The City has requested that the Arcadis Team prepare Conforming Drawings, i.e. drawings that incorporate the design changes developed by the City and MEB.

In addition, the City has requested the Arcadis Team to review and respond to Requests for Information (RFIs) and Submittals from MEB and their subcontractors. Several of the RFIs and Submittals received to date require direct responses from M&N, and others require a collaborative response developed between M&N and other members of the Arcadis Team.

The City of Norfolk's Office of Resilience and Arcadis have requested Moffatt & Nichol to assist with:

- Conforming Drawings Support: Review of the City's and MEB's design changes on the drawing sheets originally prepared by M&N; meetings and coordination relative to developing responses; and engineering effort to incorporate those changes into a set of drawings – to be drafted and produced by Arcadis – conforming to the City's and MEB's design change intent, as appropriate.
- RFIs and Submittals Review and Response: Review of and formal response to RFIs and Submittals from MEB and their subcontractors that, that are specifically related to items of M&N's design in the 500 series, 600 series and 700 series drawing sheets.

M&N's proposed scope of work to accomplish these tasks is outlined below. Task 1 covers scope to address the Conforming Documents requirement. Task 2 covers scope to respond to RFIs and Submittals that are assigned to M&N; in addition to RFIs received since January 1, 2020 as MEB has begun project construction, Task 2 includes scope for M&N review and response to RFIs received from MEB received and responded to by M&N in the March 2019 – May 2019 time period.

### Assumptions and Exclusions

1. M&N and Arcadis verbally agreed that Arcadis will perform any and all CADD drafting labor to incorporate Conforming Documents and RFI responses into the drawing files. M&N labor will include engineer labor, with the possibility of Engineer Intern / CADD labor



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to lay out design changes, extract or calculate data needed by Moffatt & Nichol engineers in carrying out M&N's scope.

2. Based on a preliminary review of the MEB / City design changes and the RFIs received to date, M&N does not expect to perform any additional stormwater model runs to support the review and incorporation of Conforming Documents and/or RFI responses.
3. It is assumed that the revised drawing sheets will need to be sealed by a M&N Senior Engineer or Principal Engineer. The following signing and sealing process is proposed: Arcadis will provide finished drawing sheets to M&N in a PDF format; M&N will review and provide comments or approval to Arcadis of the revised sheets; M&N will digitally sign the drawings in PDF and provide a PDF to Arcadis for submittal to the City.
4. All M&N effort accrued under this scope and fee proposal will be invoiced to Arcadis on a Time & Materials basis, under the rates included in the Agreement for Subcontractor Services between Arcadis and M&N, dated March 2, 2017, and including subsequent additions to the agreed labor rate categories and rates.
5. This scope does not include response or coordination of any Contractor Requests for Information (RFIs) or any other Contractor or City sets of comments other than the sidewalk drawings (within the 500 series drawing sheets), stormwater drawings (within the 600 series drawing sheets) and green infrastructure drawings (within the 700 series drawing sheets) and their related sections in the Specifications.
6. This scope and fee proposal is made under the terms and conditions of the Agreement for Subcontractor Services between Arcadis and M&N, dated March 2, 2017, and including subsequent additions to the agreed labor rate categories and rates. M&N assumes that those terms and conditions remain as previously agreed, including the prime agreement between Arcadis and the City, upon which the Agreement for Subcontractor Services was based.

## **Moffatt & Nichol Scope of Work**

### **Task 1. Conforming Drawings Support**

M&N will perform the following work under Task 1 to assist Arcadis to develop Conforming Drawings:

- A. **Meetings & coordination.** M&N will attend weekly one-hour calls with Arcadis between approximately between May 1, 2020 and June 30, 2020. M&N will prepare for, attend, and provide brief summaries of items discussed for up to three (3) additional two-hour (or shorter) in-person or virtual meetings with Arcadis and/or City of Norfolk staff. M&N will also be available for a teleconferences / web meetings to discuss the work and its progress and to address design questions that arise.



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- B. **Engineer review & markups of drawing sheets to incorporate the project design changes marked by the City and MEB.** M&N will mark up drawings or send email correspondence to Arcadis, for Arcadis to perform any required AutoCAD and Civil3D drafting. M&N has reviewed the design changes, by others, as included on Arcadis' Sharepoint for this project in the folder "January 2020 Design Change Receipts." It is anticipated that M&N's input will be needed on a total of approximately 20 drawing sheets.
- C. **Engineer support to other disciplines on the Arcadis Team.** M&N will review stormwater-related issues raised as other disciplines of the design team work to incorporate the City's / MEB's design changes. An example would be M&N review of drainage issues that may arise during Scape Studios' incorporation of design changes in the park.
- D. **QC review / approval of Arcadis CAD drafting.** M&N will backcheck all edits to 500 series, 600 series and 700 series made by Arcadis to incorporate the anticipated design revisions.

## **Task 2. RFIs and Submittals Review and Response**

M&N will perform the following work under Task 2 to address specific City Site Plan Reviewer comments:

- A. **Response to RFIs received between February 15, 2019 and May 30, 2019.** In March, April and May 2019, M&N reviewed and provided responses to RFIs posted by MEB and their subcontractors regarding the Arcadis Team's final design project drawings dated February 15, 2019. Task 2.A. includes the effort incurred by M&N during that time period in March, April and May 2019, since that effort was not included in M&N's scope and fee under Work Authorization 4 that ended in February 2019.
- B. **Review and Response to RFIs and submittals received between January 1, 2020 and May 30, 2020.** M&N will review RFIs and Submittals pertaining to M&N's project design elements; it is assumed that Arcadis will initially identify any RFIs or Submittals needing M&N input and will assign those RFIs and Submittals to M&N via email. M&N will discuss RFI and Submittal responses with Arcadis, the City and MEB and their subcontractors as necessary to determine appropriate responses to the RFIs and Submittals. For RFIs needing drawing edits, a M&N Senior Engineer will mark up drawings or send email correspondence to Arcadis, for Arcadis to perform any required AutoCAD and Civil3D drafting. A M&N Senior Engineer and/or Principal Engineer will backcheck all edits to 600 series and 700 series made by Arcadis to incorporate the anticipated design revisions. For budgeting purposes, it is expected that approximately 10 RFIs and up to 15 Submittals will require M&N input.
- C. **Review and Response to RFIs and submittals received after May 30, 2020.** M&N will perform the same services as identified under Task 2.B. above. The fee for Task 2.C. has allowed for up to 5 RFIs and up to 10 Submittals to be addressed in this subtask.



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## **Invoicing and Payment**

M&N will invoice Arcadis at monthly intervals, on a Time & Materials basis, for compensation of the M&N labor and expenses accrued up to the last Friday of each month. Arcadis will provide payment to M&N within 30 days of submittal of each invoice, subject to the terms and conditions of the Agreement for Subcontractor Services between Arcadis and M&N, dated March 2, 2017, and including subsequent additions to the agreed labor rate categories and rates.

The provided fee and breakdown by labor category is shown in the table attached. This fee is an estimate, and M&N will advise Arcadis and seek authorization if it becomes necessary to exceed.

Moffatt & Nichol  
Project Fee Proposal

Project Number: 3797-16  
 Project Title: Norfolk HDRC - MEN Engineering Support of RFIs and Submittal Reviews and for Arcadis Production of Conforming Documents  
 Project Manager: Brian Joyner, PE  
 Project Principal/IA Brennan, PE

Date: 06/08/20  
 Sub Mark-up: 10%  
 ODC Mark-up: 0%

Task	Description	CLASSIFICATION/RATES										HOURS	LABOR TOTAL		
		5%	5%	20%	5%	20%	30%	5%	20%	30%	5%				
1	Conforming Drawings Support	Principal / Sr. Advisor P-9	Sr. Engineer P-7	Engineer P-6	Prof Engineer P-5	Engineer P-4	Prof Engineer P-3	Engineer Intern P-1	Senior Designer T-5	Designer T-4	CADD Technician T-3	CADD Technician T-2	Admin I A-1	Admin II A-4	LABOR TOTAL
A	Meetings & coordination	4.00	12.00	-	-	-	-	-	-	-	-	-	-	-	\$3,800.00
B	MEN provide markups for Arcadis CAD drafting	-	12.00	-	-	-	16.00	-	-	-	-	-	-	-	\$6,420.00
C	Engineer support to other disciplines on the Arcadis team	-	12.00	-	-	-	-	-	-	-	-	-	-	-	\$2,700.00
D	MEN QC review / approval of Arcadis CAD drafting	4.00	6.00	-	-	-	-	-	-	-	-	-	-	-	\$2,900.00
2	RFIs and Submittals Review and Response	-	12.00	4.00	-	-	12.00	-	-	4.00	-	-	-	-	\$5,500.00
A	RFIs received between March 1, 2019 and May 30, 2019	-	12.00	4.00	-	-	12.00	-	-	4.00	-	-	-	-	\$22,500.00
B	RFIs and submittals received between 1/1/20 and 5/30/20	-	76.00	-	-	-	-	-	-	40.00	-	-	-	-	\$6,147.50
C	RFIs and submittals received after 5/30/20	-	17.50	-	-	-	8.50	1.00	-	8.00	-	-	-	-	\$0.00
TOTAL MAN-HOURS		8.00	157.50	4.00	0.00	4.00	0.00	26.50	1.00	52.00	0.00	0.00	0.00	0.00	\$49,968.00
TOTAL MAN LABOR		\$2,200.00	\$35,437.50	\$920.00	\$0.00	\$84.00	\$0.00	\$110.00	\$0.00	\$7,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,968.00
IV. PROJECT SUMMARY															
Total MEN Labor															
Total Subcontractant Cost:															
Total Other Direct Costs:															
Mark-up on Subcontractants:															
Mark-up on ODCs:															
Total Project Estimate															
Total Subcontractants:															
Airfare															
Lodging															
Meals															
Mileage/Rental Car															
Permit/Subscription															
Postage/Delivery															
Telephone/Fax															
Travel/Dividing Equipment															
Other															

Scope of services has been reviewed. By Selo Qelvani on July 22, 2020.



**SCAPE LANDSCAPE ARCHITECTURE DPC**  
**277 BROADWAY NINTH FLOOR NEW YORK NY 10007**  
**T 212 462 2628 SCAPESTUDIO.COM**

June 17, 2020

ARCADIS US, Inc.

RE: Work Authorization 6 Proposal for Norfolk NDRC

ATTN: Kris Edelman & John Millspaugh

Dear Kris & John,

Please find below our updated proposal for Work Authorization 06A Based on your request and our subsequent conversations with ARCADIS and the City. This is one part of a two-part proposal covering the work required to prepare a confirmed drawing set for the Landscape Sheets based on the VE measures provided. Do not hesitate to reach out with any questions or to follow-up. We assume that this work authorization, once executed, will be effective beginning on the date of the Notice to Proceed for that you provided last week.

A handwritten signature in black ink, appearing to read "Pippa Brashear", with a long horizontal flourish extending to the right.

Pippa Brashear  
Planning Principal  
SCAPE Landscape Architecture DPC

## SCAPE LANDSCAPE ARCHITECTURE DPC

Norfolk NDRC – Work Authorization 06 – Revised Proposal 06/03/2020

### NORFOLK NDRC: SCAPE WORK AUTHORIZATION 06A

This signed Work Authorization constitutes a written authorization of changes to the Agreement for Subcontractor Services signed between Arcadis and SCAPE and effective April 28, 2017. The description of work as well as the terms and conditions outlined below override any provisions previously agreed to, and in the case of conflict between this Work Authorization and the Agreement for Subcontractor Services, this Work Authorization shall control and govern.

#### DESCRIPTION OF WORK:

**Task 1: Prepare revised landscape contract document set based on approved design revisions developed in Task 1A and 1B:**

- Once SCAPE has received approval of proposed design revisions developed in Task 0 SCAPE will prepare a revised contract document set for the Landscape (L-series) drawings. Sheets will either be removed or updated based on the confirmed and agreed upon VE revisions.
- Landscape drawing will be signed and sealed by a Licensed Landscape Architect.
- While SCAPE will study and prepare the design intent for the grading in the park and provide these in sketch form, the final grading plans will be prepared and signed by ARCADIS. Final layout plans will also be prepared by ARCADIS based on the landscape materials plans provided by SCAPE.
- The drawing set will be submitted in PDF format.
- SCAPE will participate in up to two (2) additional meetings with ARCADIS, MEB, and the City to coordinate production and delivery of the conformed set.
- SCAPE assumes one (1) round of review and comment on the Conformed Set. Any delays due to delay in feedback are not the responsibility of SCAPE and will be grounds for additional services.
- Any additional rounds of comments or revisions not called out in this scope of work are excluded and will be considered an additional service. Additional meetings, revisions, or submittals required for an additional round of site-plan review, or any other changes requested after preparation of these drawings are excluded and will be considered additional services.

#### **Task 3: Review of Contractor's Submittals**

- SCAPE will perform review and approval of project submittals related to the Landscape Design from the budget shown below. This budget will be used towards 26 identified project submittals requiring up to two (2) hours per

## SCAPE LANDSCAPE ARCHITECTURE DPC

Norfolk NDRC – Work Authorization 06 – Revised Proposal 06/03/2020

submittal. however, based on project specifications, SCAPE does anticipate that this is either a sufficient number of submittals or a sufficient allocation of time per submittal, and thus SCAPE does not guarantee that the amount of anticipated submittals can be reviewed within the budgeted amount. The outcome of each submittal review will be in accordance with the Contract Documents' submittal procedures with the following action or informational results:

- APPROVED
- APPROVED AS CORRECTED
- APPROVED AS CORRECTED - RESUBMIT
- REVISE AND RESUBMIT
- ACCEPTED
- NOT ACCEPTED

- In the event that the budget shown below is not sufficient for the submittal review necessitated on the Project, the balance of SCAPE's effort will be billed as an additional service on an hourly time (and materials, as applicable) basis.
- SCAPE will track the number of submittals, cycles, status of submittals review, and actual cost expended each quarter. On a quarterly basis, SCAPE will provide Arcadis with an update on actual cost of submittal reviews relative to the budget.

### Task 4: Respond to Requests for Information

- SCAPE will provide a response to Requests from Information (RFIs) related to the landscape design from the Construction Manager at Risk and/or the City (communicated via ARCADIS) within five (5) business days. A budget is reserved for this task as shown below; this budget is based on responding to up to 6 RFIs and an assumption of two (2) hour of SCAPE time per RFI. SCAPE understands that the review of RFIs will be initiated, tracked, and documented through the Procure Document Control System managed by the CMAR which will produce an up-to-date RFI log.
- In the event that the budget shown below is not sufficient for the RFIs necessitated on the Project, the balance of SCAPE's effort will be billed as an additional service on an hourly time (and materials, as applicable) basis. SCAPE will track the number of RFIs and document the actual review cost expended each quarter. On a quarterly basis, SCAPE will provide Arcadis with an update on the actual costs expended on RFIs relative to the budget.

### Task 5: Site Observation

- Site visits/Site observation are excluded from this scope and would be considered additional services.

## SCAPE LANDSCAPE ARCHITECTURE DPC

Norfolk NDRC – Work Authorization 06 – Revised Proposal 06/03/2020

### SCHEDULE PARTICULARS:

- Task 1 Revised Contract Document Set – 3 weeks, exclusive of pencils-down times for Client or Contractor review and feedback; work will not commence until design revisions necessary have been approved by the client.
- Task 3 Review of Contactor Submittals – [Arcadis to provide]
- Task 4 Response to RFIs – [Arcadis to provide]

### COMPENSATION

Total approved fee not to exceed \$57,375

To be billed on an hourly time (and material, as applicable) basis utilizing approved all-inclusive rates stipulated in the contract.

The estimated fee per task is provided below:

1	Revised landscape contract document Set	\$46,455
3	Submittals (up to 26)	\$8,820
4	RFIs (up to 6)	\$2,100
5	Site visits	\$0
TOTAL LABOR		\$57,375

Any additional services will be subject to additional compensation on an hourly time (and material, as applicable) basis.

It is noted that SCAPE anticipates the above-mentioned fee will *not* be sufficient to complete all tasks outlined in this description of work. SCAPE will provide Arcadis with updates on the actual costs expended as needed and will pause all work when said costs arrive at the total approved NTE amount. SCAPE will not proceed with any design, documentation, review, or construction administration work without the written approval of additional fees sufficient for the completion of these tasks.

Scope of services has been reviewed. By Selo Qejvani on July 22, 2020.



# WAGGONNER & BALL

March 30, 2020

Amy Jablonsky  
ARCADIS  
295 Bendix Road #240  
Virginia Beach, VA 23452

RE: Norfolk Ohio Creek Project – Construction Administration Phase


Dear Amy,

Waggonner & Ball (WBAE) is ready and able to assist with the construction administration phase of the Norfolk Ohio Creek Project. In reference to task order proposal transmitted to us on Wednesday, March 25<sup>th</sup> via the attached email, we will execute our portions of Task 1, 3 and 4 in coordination with ARCADIS. Work will be performed to meet the hourly Time & Material, Not to Exceed budget of \$85,310, per the Rate Schedule below.

WBAE anticipates the total level of effort will exceed the authorization. WBAE will assess CA tasks proactively and monitor the hourly work expenditure rate. We will communicate with ARCADIS to report spend rate and need for additional budget, as required. We will not perform hourly work beyond the authorized budget.

We appreciate the continued collaboration with ARCADIS and look forward to seeing this exciting and impactful project to completion.

Sincerely,



Ramiro Diaz

**Rate Schedule:**

Principal	\$325/hr
Senior Architect	\$200/hr
Architect	\$165/hr
Project Designer	\$150/hr
Senior Designer	\$150/hr
Designer	\$120/hr
Intern	\$90/hr
Accounting	\$90/hr
Clerical/General Office	\$75/hr

*Charges for outside services, equipment, and facilities not furnished directly by Waggonner & Ball will be billed at cost plus 15%. Such charges may include, but shall not be limited to, printing reproduction services; shipping, delivery, and courier charges; consumable materials; subconsultant fees and expenses; special fees, permits and insurance; transportation and accommodations. Mileage will be charged at the prevailing IRS rate per mile.*

Ramiro Diaz

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From: Millspaugh, John <John.Millspaugh@arcadis.com>  
 Sent: Wednesday, March 25, 2020 4:14 PM  
 To: Ramiro Diaz  
 Cc: David Curtic; David Waggonner; Davis, Travis; Jablonsky, Amy; Edelman, Kris  
 Subject: RE: 1703 - Norfolk- Submittal Estimate

Rami,

I hope you and your team are staying well and safe in these times.

I wanted to provide an update on Norfolk CA services.

A proposal to the City of Norfolk for Construction Phase Services was submitted to the City of Norfolk recently. This has gone through numerous iterations. Every attempt to maintain as extensive of services as possible deemed appropriate as the design professionals were pursued for the benefit of the project. We understand that, as has Arcadis, some concessions are being made in what we would recommend as best services during the construction phase.

The below is the task scope language and budget provided in the submittal covering your services.

The latest submittal provided to the City required us dividing up the budgets for these tasks into separate authorizations based on current available City funds being limited.

We have made it clear to the client that if the actual necessities of the project require additional services, we will provide the additional budget and scope information accordingly to the City for execution. We will be providing quarterly updates on spent to date to proactively engage in this discussion with the City before budgets are exhausted. As such, we will request that you communicate to us to inform these conversations in approaching the client for additional funds as we proceed, as necessary.

As such, at your earliest convenience, please provide a revised scope of work for the following Construction Phase scope of work for execution.

Let us know what questions you may have and more than happy to have a call/Teams meeting to discuss.

**Waggonner & Ball – T&M NTE Budget of \$85,310**

**Task 1: Prepare Conformed Contract Documents Based on Site Plan Review and Value Engineering Revisions**

Arcadis will prepare Conformed Contract Documents revisions for the drawings that Arcadis will remain the Engineer of Record based on value engineering mark-ups and annotations within PDF files in 2D format provided by the CMAR via the City, received January 2020. Arcadis cannot include revisions resulting from the structural design changes made by others until we receive signed and sealed drawings from the new Structural Engineer of Record. Conformed Contract Documents will include revisions based on comments resulting from the City’s Site Plan review and addenda. Deliverables will include one (1) set of PDF file format and five (5) sets of hard copy Conformed Contract Documents. It is understood that in performing this Task and incorporating revisions made by others, Arcadis will not independently evaluate or validate whether those changes meet the relevant standard of care required of design professionals in this field, and Arcadis expressly disclaims any responsibility for any errors or omissions committed by others in preparing those changes.

**Task 3: Review of Contractor’s Submittals**

Arcadis will perform review and approval of project submittals within the budget shown below. This budget will be used towards one thousand three hundred (1,300) anticipated project submittals, but Arcadis does not guarantee that this many submittals can be reviewed within the budget amount. The outcome of each submittal review will be in accordance with the Contract Documents’ submittal procedures with the following action or informational results:

APPROVED

- APPROVED AS CORRECTED
- APPROVED AS CORRECTED - RESUBMIT
- REVISE AND RESUBMIT
- ACCEPTED
- NOT ACCEPTED

Where such submittals expand beyond the budgeted amount an additional service subject to additional compensation on an hourly time (and material, as applicable) basis may be issued at the discretion and written approval of the City.

Arcadis will track the number of submittals, cycles, status of submittals review, and actual cost expended each quarter. On a quarterly basis, the City and Arcadis will review actual cost of submittal reviews relative to the budget.

**Task 4: Respond to Requests for Information**

Arcadis will provide a response to Requests from Information (RFIs) from the Construction Manager at Risk and/or the City within five (5) business days. A budget is reserved for this task as shown below.

Arcadis understands that the review of RFIs will be initiated, tracked, and documented through the Procure Document Control System managed by the CMAR which will produce an up-to-date RFI log. Where the responses to RFIs expand beyond the budgeted amount, an additional service subject to additional compensation on an hourly time (and material, as applicable) basis may be issued at the discretion and written approval of the City.

Arcadis will track the number of RFIs and document the actual review cost expended each quarter. On a quarterly basis, the City and Arcadis will review the RFI log and the actual costs expended relative to the budget.

Thanks and stay safe,

**John Millspaugh, PE, PMP** | Certified Project Manager – Senior Engineer | [john.millspaugh@arcadis.com](mailto:john.millspaugh@arcadis.com)

**Arcadis** | Arcadis U.S., Inc.  
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Professional Engineer / PE-VA, 0402052246

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Be green, leave it on the screen.

**From:** Ramiro Diaz <ramiro@wbae.com>  
**Sent:** Monday, March 16, 2020 6:20 PM  
**To:** Millspaugh, John <John.Millspaugh@arcadis.com>

Scope of services has been reviewed. By Selo Qejvani on July 22, 2020.

## **NDRC Parcel-Level Strategies for Resilience: 'Retain Your Rain' Home Projects Refinement**

January 13, 2020

WPL

### **Scope of Services**

#### **Project Description:**

The Design Team proposes to continue providing design and consultation services to augment the City's existing online 'Retain Your Rain' webpage. The goal is to provide the City with consistent graphics and imagery, more descriptive homeowner keys, and contact information about permitting, digging, soil testing, and other helpful facts for homeowner contribution toward managing stormwater on a residential site scale. The deliverables will be combined in a PDF, which will ultimately be a publicly available either through the City's webpages or as a downloadable booklet. It will provide solutions for 10 different Home Projects, three of which have already been submitted as prefinal drafts in a previous Work Authorization. The remaining Home Projects were also provided at draft-level quality. Several tasks and their key components for this effort have been identified by City staff and the Design Team, which have been indicated in the marked-up documents received in January of 2020. The resultant deliverables proposed above are described as follows:

#### **Key Component Documents:**

##### Home Projects Examples and Typical Detail Documents

The Design Team will provide complete example graphics and text in booklet form of 10 Home Projects the City is interested in promoting among homeowners. Each of these projects will have a "homeowner key" that details what is required for the project to be feasible, installed, and maintained. In addition, the Design Team will prepare documentation that identifies typical details. These typical details will be enough for a homeowner to feasibly install certain projects, with enough information for them to hire professionals to complete and obtain permits for more complex projects.

##### Home Projects Data

The City has provided the following 10 Home Projects to prioritize different practices or improvements that the homeowner can implement themselves, or they can solicit private contractors to implement on their behalf. The first three of these sample Home Projects have been completed in prefinal draft format under a separate Work Authorization, and the remaining seven require further refinement.

- |                             |                             |
|-----------------------------|-----------------------------|
| 1. Rain Barrels             | 6. Conservation Landscaping |
| 2. Rain Gardens             | 7. Lawn Management          |
| 3. Downspout Disconnections | 8. Pervious Pavers          |
| 4. Tree Planting            | 9. Grass swale/bioswale     |
| 5. Infiltration             | 10. Green Roof              |

Each Home Project will include details, a photograph, potential installed costs, potential operation / maintenance costs, benefits / savings, term definitions, suggested level of technical expertise, storm water credits available, and potential permitting requirements.



**Outline of Tasks Per Phases:**

Pre-Final Draft of Home Projects

1. Revise and finalize text, narratives, and images in accordance with the City of Norfolk Office of Resiliency comments.
2. Incidental correspondence and coordination amongst the team members and City departments for development of documents.
3. Present pre-final documents of the listed Home Projects to City for the pre-final submittal.

Final Draft of Home Projects

1. Revise and complete text, narratives, and images in accordance with the City of Norfolk Office of Resiliency comments on the Pre-Final Draft Submission.
2. Meet with City staff one time to review and coordinate final content for Home Project development.
3. Incidental correspondence and coordination amongst the team members and City departments for development of Final Draft.
4. Develop Final Draft content for the Home Projects for review and approval by the City.
5. Provide Final Draft to City.
6. Revise Final Draft per Final City Comments.
7. Provide Final Documents to City.

## Schedule of Fees

### BASIC SERVICES:

Phase:	When Billed:	Fee:
<b>Pre-Final Draft of Home Projects</b> Senior Landscape Architect: 2 hrs @ \$180/hr Landscape Architect: 24 hrs @ \$155/hr Principal Architect: # hrs @ \$193/hr Project Manager: # hrs @ \$165/hr Project Designer: # hrs @ \$135/hr Administrative: # hrs @ \$83/hr	Monthly Upon Hours Complete	\$4,080.00
<b>Final Draft of Home Projects</b> Senior Landscape Architect: 8 hrs @ \$180/hr Landscape Architect: 92 hrs @ \$155/hr Principal Architect: # hrs @ \$193/hr Project Manager: # hrs @ \$165/hr Project Designer: # hrs @ \$135/hr Administrative: # hrs @ \$83/hr	Monthly Upon Hours Complete	\$15,700.00
<b>Basic Services Total Fees:</b>		<b>\$19,780.00</b>

Scope of services has been reviewed. By Selo Qejvani on July 22, 2020.





**Precision Measurements, Inc. (PMI)**  
March 10, 2020

Platting Services for  
Titan Property & Kimball  
Terrace –  
Norfolk, VA  
PMI #20120

**John Millspaugh, PE, PMP** | Certified Project Manager – Senior Engineer | [john.millspaugh@arcadis.com](mailto:john.millspaugh@arcadis.com)  
**Arcadis** | Arcadis U.S., Inc.  
295 Bendix Road, Suite 240 Virginia Beach VA | 23452 | USA  
T. +1 757 419 3985 | M. +1 757 289 7239

**PROJECT LIMITS**

Shown on exhibit provided in email 3/5/2020.

**SURVEY SERVICES**

PMI shall provide professional survey services as outlined below.

- Horizontal Control – The horizontal datum for this project will be referenced to the City of Norfolk Control Network, Virginia State Plane Coordinate System, South Zone, North American Datum of 1983 (NAD 1983/1993HARN).
- Sub-division Plat – PMI shall re-visit the existing property mosaic to include any new documentation uncovered from a title report. PMI will then prepare a preliminary sub-division plat in accordance with city and state standards. PMI shall address review comments and submit the final sub-division plat. All monuments shall be set as shown on the plat prior to being sealed and delivered.

**LUMP SUM FEE**

Sub-Division Plat

**Total: \$ 8,582.00**

**OPTIONAL SERVICES**

Road Closure Exhibit

\$1,200.00/exhibit

Acquisition/Easement Plats

\$1,200.00/plat

**ASSUMPTIONS/EXCLUSIONS**

- o City of Norfolk to provide any and all title report documentation that acquire for this project.
- o Submittal fees to be waived or covered at cost by Owner.

Thank you for allowing us the opportunity to provide you with this proposal, utilizing our Surveying services. If I can be of any additional assistance or you have any questions, comments or require additional information, please feel free to contact me.

Respectfully,  
Precision Measurements, Inc.

Ivan Lineberry, L.S.  
757-368-0945

Project Name: *Titan America*  
 Client Name: *Arcadis*

C:\Users\vinebery\Desktop\JUNK\20120 Titan Concrete Plat.xls\Fee

3/11/2020 9:07

Survey Services TASK 1: Platting TASK 2: \_\_\_\_\_  
 Job Details

ACRES \_\_\_\_\_  
 LINEAR FEET \_\_\_\_\_  
 R/W WIDTH \_\_\_\_\_  
 # OF MANHOLES \_\_\_\_\_

**TASK 1: Platting**

**Platting, Hours by Classification (list up to 7 people)**

**Direct Labor (list up to 8 tasks):**

	Project Manager	Land Surveyor	Survey Technician	Field Coordinator	Survey Field Crew	UAS Crew	Admin	Total
Set Monumentation					20			20
Recovery Title report Information					8			8
Research and Computations		12	8					20
Plat Prep			12					12
Prof. Review		2						2
Management/Coordination	2			2			1	5
<b>Hours Totals:</b>	<b>2</b>	<b>14</b>	<b>20</b>	<b>2</b>	<b>28</b>	<b>0</b>	<b>1</b>	<b>67</b>
<b>Hourly Labor Rate:</b>	<b>\$156.00</b>	<b>\$146.00</b>	<b>\$85.00</b>	<b>\$95.00</b>	<b>\$153.00</b>	<b>\$225.00</b>	<b>\$52.00</b>	
<b>Labor Subtotal (by Classification):</b>	<b>\$312.00</b>	<b>\$2,044.00</b>	<b>\$1,700.00</b>	<b>\$190.00</b>	<b>\$4,284.00</b>	<b>\$0.00</b>	<b>\$52.00</b>	

**TASK 2:**

**, Hours by Classification (list up to 7 people)**

**Direct Labor (list up to 8 tasks):**

	Project Manager	Land Surveyor	SUE Technician	Field Coordinator	SUE Crew		Admin	Total
Utility Coordination/Management/Research								-
Utility Designation and Locations								-
Drafting								-
Field Checks/Professional Review								-
Digitize and place utility per record QLC/QLD								-
<b>Hours Totals:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hourly Labor Rate:</b>	<b>\$156.00</b>	<b>\$146.00</b>	<b>\$131.00</b>	<b>\$95.00</b>	<b>\$150.00</b>		<b>\$52.00</b>	
<b>Labor Subtotal (by Classification):</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Platting, Other Direct Costs:**

	UNITS	UNIT COST	ITEM COST
OTHER:		\$ -	\$ -
OTHER:		-	-
OTHER:		-	-
OTHER:		-	-
<b>Platting, SUBTOTAL:</b>		<b>\$</b>	<b>-</b>

**SUMMARY, Platting:**

Hours	67
Labor Subtotal	\$8,582.00
Direct Costs	\$ -
<b>TASK 1, TOTAL</b>	<b>\$8,582.00</b>

Scope of services has been reviewed. By Selo Qejvani on July 22, 2020.

