



May 3, 2019

Ms. Katie Hearn
Redgate Real Estate Advisors, LLC
509 S. Exeter Street, Suite 306
Baltimore, Maryland 21202

**RE: Change Order Proposal - Revised
College Park-City Hall Redevelopment
College Park, Maryland 20740**

Dear Ms. Hearn:

Arc Environmental is pleased to provide this revised change order proposal for scope of work changes at the property referenced above (Site) on behalf of the City of College Park (Client). There are two contract items for which additional funds are necessary: (1) based on information gathered during the Phase I ESA, additional investigation to that which was proposed is necessary; and (2) the scope of work for the geotechnical investigation has been changed by the Client's Structural Engineer.

The revisions are all in the geotechnical scope of work and include:

1. Eliminating boring B-2
2. Combining borings B-1 and SWM-1
3. Combining borings B-3 and SWM-3
4. Combining borings B-5 and SWM-5

PHASE II ENVIRONMENTAL SITE ASSESSMENT

A generic Phase II ESA Scope of Work was included in our response to RFP-CP-18-08. As stated in our proposal, the final Phase II ESA Scope of Work may need to change based on the results of the Phase I ESA. The Phase I ESA completed in October 2018 identified Recognized Environmental Conditions (RECs) relating to Site and surrounding property dry cleaning facilities. The originally proposed sampling and analysis described in our RFP response does not provide sufficient characterization to evaluate the Site for these RECs and should be modified. As such, Arc Environmental has tailored the Scope of Work to better characterize the Site for the identified RECs. The changes to the scope of work are listed below:

- Results of the Phase I ESA did not indicate potential sources of petroleum contaminants. As such total petroleum hydrocarbon – diesel and gasoline range organics (TPH-DRO/GRO) analysis were removed from the investigation.
- Due to the historic presence of a drycleaner one more volatile organic compound (VOC) sample analysis was added to the investigation.
- To help determine if VOC contamination is present due to the historic drycleaner, collection and analysis of one soil gas sample was added to the investigation.

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STRUCTURAL ENGINEERING STUDY

A Preliminary Foundation Engineering Report was included in our response to the RFP. In January 2019, a letter from Cagley & Associates, the structural engineering firm, summarizing the requested geotechnical criteria for the project was forwarded to D.W. Kozera. The requested criteria were in excess of those included in a preliminary foundation engineering scope of work. Additionally, the project civil engineering firm, A. Morton Thomas and Associates, Inc., requested a new geotechnical investigation for the citing of stormwater management structures. The changes to the Geotechnical Scope of Work are listed below:

- Recommend geotechnical design parameters including soil strength, density, and compressibility, as, applicable.
- Recommendations for a shallow foundation system including allowable soil bearing pressure, anticipated settlements and recommended subgrade elevations for foundations.
- Assessment of the influence of the proposed foundation and construction on adjacent structures.
- Slab-on-grade design recommendations for the facility including modulus of subgrade reaction, (k), in pounds per cubic inch for the slab subgrade.
- Recommendations for foundation drains and dewatering procedures, if applicable.
- Determination as to whether on-Site materials will be satisfactory for use in compacted structural fill, the extent to which satisfactory on-site materials will be available, and if off-site borrows will be required.
- Lateral earth pressures for building walls below grade.
- Comments on the expected excavation characteristics of on-Site materials.
- Seismic site classification per IBC 2018.
- Recommendations for the inspection and testing of earthwork and foundation construction.
- Initial feasibility testing for stormwater management characteristics including estimated infiltration rate based on USDA Classification
- Concept design infiltration testing per 2000 Maryland Stormwater Management manual.

ASSUMPTIONS AND EXCLUSIONS

Arc Environmental has prepared this Change Order Proposal and cost estimate based on the following assumptions and exclusion:

1. The Arc Environmental Team will be provided with adequate access to the property during the scheduled period of work to be performed. This will include a parking prohibition for the entire parking lot during the on-site portion of the Phase II ESA and Geotechnical Studies. The Client is responsible for setting up and maintaining the parking prohibition.

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2. Surface and subsurface conditions encountered are not prohibitive to direct push and/or hollow stem auger drilling.
3. Samples will be submitted for laboratory analysis on a standard turnaround time (seven to ten days).
4. No remediation, abatement, or removal of any materials from the Site will be completed as part of these investigations.
5. No services during design development, construction document, or construction administration phases are included.
6. On-site private utility location includes only those utilities that can be detected with standard pipe and cable locating equipment. Non-metallic utilities such as terra-cotta piping, PVC and other plastic piping, and privately installed direct buried wires may not be located. In the event a non-metallic line and/or privately installed wire are impacted during Site work, Arc Environmental will contract to have the utility repaired at the Client's request and upon execution of a change order to cover the additional costs.
7. Soil Borings will be backfilled with the drilling spoils and will patch borings in asphalt with asphalt patch. No other landscaping is included. Any remaining soil spoil that cannot be placed back in the boreholes will remain on-Site at a location designated by the Client.

COST PROPOSAL

Based on our assumption/exclusions, the above scopes of work will be completed for the fees shown below. The original contracted amounts are also shown.

Phase II ESA:

Revised Scope of Work:	\$ 7,215.00
Original Scope of Work:	<u>(\$ 5,985.00)</u>
Change Order Amount:	\$ 1,230.00

Structural Geotechnical Investigation:

Revised Scope of Work:	\$ 19,550.00
Original Scope of Work:	<u>(\$ 11,800.00)</u>
Change Order Amount:	\$ 8,150.00

Stormwater Geotechnical Investigation:

Revised Scope of Work:	\$ 8,970.00
Original Scope of Work:	<u>(\$ 0.00)</u>
Change Order Amount:	\$ 8,970.00

TOTAL CHANGE ORDER AMOUNT: \$ 18,350.00*

* The total change order amount will be added to the total amount of the contract between the City of College Park and Arc Environmental, LLC, bringing the total contract amount to \$50,875.

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Date 5/9/19



We appreciate the opportunity to provide this proposal. If the Proposed Scope of Work, Cost Proposal, and Terms and Conditions provided herein meet with your approval, please sign, initial, and date each page and return this entire document to our office by mail, email or fax.

If you have questions or concerns, please do not hesitate to contact me.

Respectfully Submitted,
Arc Environmental

A handwritten signature in black ink that reads "David M. Leety".

David M. Leety, P.G.
Director, Environmental Assessment and Remediation

ACCEPTED AND AGREED:
Client/Client's Authorized Representative

Print Name: Scott Somers
Signature: [Handwritten Signature]
Title: City Manager
Date: 5/9/19

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Date _____



TERMS AND CONDITIONS

Payment. Arc Environmental will invoice the Client monthly or upon completion of services, with payment terms being net thirty days of dated invoice and monthly late fees of 1.5% on any outstanding balance past thirty days of dated invoice, in which case the account is considered delinquent. Payments by Mastercard or Visa will incur a 5% transaction fee if the charges exceed \$500 over a rolling 6-month period of time. ACH and EFT payments do not incur a transaction fee at any time, regardless of the amount. Under no circumstances shall the Client's payment to Arc Environmental be contingent upon the Client's claim of compensation or anticipated receipt of payment from any third party. The Client agrees to pay all attorney's fees, costs, expenses and losses incurred by Arc Environmental in the collection of payment. Arc Environmental's remedies hereunder are cumulative and in addition to, and not in lieu of, any other remedies allowed by law or equity except where specifically stated otherwise herein. No work product, deliverable, or other materials will be released or provided to the Client until delinquent accounts have been satisfied in full. Arc Environmental may suspend work and vacate the site without liability if payment is not received.

Authority; Binding Effect. In the event Client is a corporation, partnership, limited liability company, or any other legal entity, the individual whose signature appears on the proposal, whether executing the proposal on behalf of Client or otherwise, hereby (i) represents and warrants that he or she has the authority to bind the undersigned entity, (ii) agrees to be bound by the terms and conditions set forth in the proposal, and (iii) personally guarantees, jointly and severally with Client, payment for any and all services, costs, fees, charges, and expenses arising out of, or due in connection with, the proposal or Arc Environmental's work for Client.

On-Site Inspection and Sampling. Except to the extent directly caused by the gross negligence or willful misconduct of Arc Environmental, the Client agrees that Arc Environmental shall not be responsible or liable in any manner for damages to the Site due to intrusive testing or sampling procedures, nor shall Arc Environmental be responsible or liable for exposing any hazardous materials or substances (defined below) contained within the Site upon which testing or sampling shall occur. Client grants or shall obtain access rights to all parts of the Site necessary for Arc Environmental's completion of services and represents that it has or will obtain prior to commencement of the work all necessary permits or licenses, unless otherwise specified in the proposal. Client will provide Arc Environmental with complete and accurate information necessary for the performance of the services, including but not limited to all diagrams, plats, and records related to the Site. Arc Environmental will not retain samples unless specified in the proposal or required by law.

Insurance. Arc Environmental maintains the following insurance coverage:

- Commercial General Liability: \$2M Occ/Agg
- Automobile Liability: \$1M Occ/Agg
- Umbrella Liability: \$2M Occ/Agg
- Workers Compensation: \$1M
- Pollution/Professional Liability: \$2M Occ/Agg

If Client requires additional coverage, endorsements (e.g. waiver of subrogation, notice of cancellation, etc.), or other changes, Client agrees to pay for the costs associated with the additional coverage, endorsements, or other changes.

Hazardous Conditions or Substances. Client acknowledges that Arc Environmental neither created nor contributed to the creation or existence at the Site of any hazardous, toxic, or radioactive substances, materials, irritants, pollutants, or contaminants as defined, listed, or regulated by any federal, state, or local law, regulation, ordinance, or order ("hazardous materials or substances"). In the event any unforeseen hazardous materials or substances or conditions are encountered during the performance of services which, in the reasonable judgment of Arc Environmental may significantly affect the services or the risk involved in provision of the services, Arc Environmental may immediately suspend work. All hazardous and non-hazardous waste generated at the Site is the property of Client. Except for claims arising from Arc Environmental's gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Arc Environmental against any and all losses, claims, costs, liabilities, actions, proceedings, damages, injuries or expenses sustained by any party, including the United States or any governmental body, related to exposure, release, discharge, spillage, migration or the presence of any hazardous materials or substances at the Site, including but not limited to (i) claims that Arc Environmental is a handler, generator, operator,

treater, storer, transporter or disposer under any federal, state, or local law, regulation, ordinance, or order and (ii) claims related Client's or a third party's violation of any federal, state, or local law, regulation, ordinance, or order before or after the completion of services.

Errors, Omissions, or Equipment Malfunction and Liability Limitation; Force Majeure. In the event of the gross negligence or willful misconduct in the performance of Arc Environmental's services or the failure or malfunction of any equipment that is caused solely and directly by Arc Environmental, except to the extent that any failure or malfunction of equipment was caused by or the result of misinformation given or the action of the Client or the Client's guests or invitees, Arc Environmental agrees to complete the contracted Site work without additional costs or charges to the Client. Arc Environmental shall attempt to overcome, but shall not be liable for, any loss or damage from delay in performance of the services as a result of causes of any kind beyond the reasonable control of Arc Environmental, such as, but not limited to, strikes or other labor difficulties, war, riots, changes in laws and regulations and other acts of governmental authorities, inclement weather, fire, flood, unavoidable casualties, delays in transportation of materials, or inability to obtain timely delivery of materials from suppliers. In the event of any such delay, Arc Environmental will notify Client within a reasonable time and it is agreed that the time for performance shall be extended for a period of time at least equal to the time lost by reason of the delay. In no event shall the liability of Arc Environmental pursuant to these terms and condition or the proposal exceed the limits of insurance listed above. IN NO EVENT SHALL ARC ENVIRONMENTAL BE LIABLE IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL CONTEXT OR THEORY, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, WHETHER SUFFERED BY CLIENT OR ANY THIRD PARTY, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THE SOLE OR CONTRIBUTORY NEGLIGENCE OF CLIENT, ITS EMPLOYEES OR AGENTS OR ANY THIRD PARTY.

Limitations. No assurance will be made regarding areas of the site or buildings that were inaccessible or obscured from plain view. Arc Environmental will not and does not warrant that there are no toxic or hazardous materials or contamination at the Site, nor does Arc Environmental accept any liability if any such conditions are found at some future time or could have been found if more comprehensive studies were conducted. Arc Environmental is not responsible for the interpretation of its data by third parties, for the information developed by third parties from such data, or for the failure of third parties to make relevant information properly available. All data, documents, and reports produced or delivered by Arc Environmental are for the exclusive use of the Client only and no other party may rely on such data, documents or reports unless expressly authorized in writing by Arc Environmental. In addition, Arc Environmental is not responsible for changes in regulations or laws that occur after any study has been completed and which may affect the site or building. Arc Environmental makes no representations, warranties or guarantees regarding the Client's qualification for protection under any federal, state or local laws, rules, regulations, or ordinances.

General. These terms and conditions are binding upon and shall inure to the benefit of the parties hereto, and their respective personal representatives, heirs, successors, and assigns. These terms and conditions and the proposal shall be governed by the laws of the State of Maryland without regard to any conflicts of laws rules. Whenever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof. These terms and conditions and the proposal constitute the entire and integrated agreement and understanding between the parties with respect to the subject matter hereof, and may only be modified by an agreement signed by all of the parties hereto. A waiver of any term herein or the acquiescence by Arc Environmental to insist upon strict compliance with any term or condition recited herein shall not constitute a waiver or any subsequent default or failure, whether similar or dissimilar.

Client's Initials

Date

