

Issue Analysis Form



Date: 12/10/2019
Item: Award of Contract – Architect Central Wellness Center Phase I Code Improvements
Lead Department(s): General Services, Finance
Contact Person(s): Mike Purvis; Betsy Drewry

Description and Current Status

The Board of Supervisors approved Phase I code compliance renovations to the Central Wellness Center as a FY2020 capital project. The Board authorized a Fall Series 2019 bond issuance on November 13, 2019, and \$1,420,000 was borrowed for the CWC renovations. A total of \$1,850,000 is available for Phase I A&E design services and construction (as \$430,000 was already on hand for this project from a Series 2018 borrowing).

RFP #18-0529-1 “A/E Services for the Central Wellness Center - Feasibility Study and Adaptive Reuse Design” was issued on May 29, 2018 and the contract for the study was awarded to Enteros Design. Section 2.3 “Additional Services” of RFP #18-0529-1 allowed for **expanded building renovation A&E services** to the successful consultant to include schematic design, bid assistance and construction management services. This RFP and any addenda are available upon request.

Enteros provided a pricing proposal for Phase I renovation A&E services, and a pricing summary is shown below:

CWC Phase I Design A&E Services Pricing	
Enteros Proposal (Base - Includes Architectural, Structural, and MEP Design Development; Construction Documents; Bidding; Construction Administration)	168,950.00
MEP Emergency Generator	10,000.00
Fire Pump Design	3,000.00
Structural Engineering Contingency (Hourly) - If additional structural issues are encountered	2,500.00
Cost Estimating (Downey & Scott)	14,577.00
Timmons Civil Work	16,350.00
NOT TO EXCEED TOTAL	215,377.00

Enteros pricing proposal is provided as **Attachment A**.

Staff is recommending **award of contract to Enteros Design not to exceed \$215,377.**

Staff is requesting the board to authorize:

- Authorization for the County Administrator to execute a contract with **Enteros Design not to exceed \$215,377**

A resolution draft for board consideration is included in the board packet. The resolution approves administrative execution of a contract.

Government Path

- | | | |
|--|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Fiscal Impact Statement

Use of up to (not to exceed) \$215,377 of Fall Series 2019 bond proceeds (\$1,420,000) and/or remaining funds from Series 2018 (total \$430,000).

County Impact

Phase I renovations to the Central Wellness Center will address safety and code compliance issues to allow continued building use.

Notes

DRAFT

November 21, 2019

Ms. Betsy Drewry
Prince George County
Finance Director
6602 Courts Drive
Prince George, Virginia 23875

7 N 25th Street
Suite 100
Richmond, Virginia 23223

804.861.1200 P
804.861.1253 F
www.enterosdesign.com



Ms. Drewry:

Enteros Design is pleased to present this fee proposal for architectural and engineering services for construction documents relating to the Phase 1 renovation of the Prince George Central Wellness Center. The Phase 1 renovation will focus on the basic utilities and infrastructure improvements required for life safety systems in the building. The following information summarizes the project requirements and fee.

Enteros Design completed a Feasibility Study and Adaptive Reuse Assessment on February 28, 2019. The report outlined the conditions of the existing building, required upgrades, and options for renovations. The overall scope of the total project exceeds available County funding, and the County would like to consider an approach to phase the project. The first phase will focus on the basic utilities and infrastructure required to support life safety systems in the building. Enteros Design provided a report summarizing the requirements of the Phase 1 work on July 17, 2019, and our proposed construction documents services are based on that report. The County would like to add locker room renovation and a new backup generator to the Phase 1 work. Our construction documents services will be limited to the items indicated in the Phase 1 report and the work addressed in this proposal. The following Scope of Services summarizes the tasks involved with the project:

Scope of Services

- Provide architectural design development and construction documents for the Phase 1 work, locker room renovation, and emergency generator
- Provide mechanical, electrical, and plumbing engineering design development and construction documents for the Phase 1 work, locker room renovation, and emergency generator as indicated in the enclosed proposal from Inversity Consulting Engineers.
- Provide minimal structural engineering as indicated in the attached proposal from DMWPV
- Provide cost estimating services as indicated in the attached proposal from Downey and Scott
- Provide Bidding Assistance for the proposed work
- Provide Construction Administration Services for the proposed work. This proposal assumes bi-weekly construction site visits over a six-month construction period. If construction extends beyond 6 months, additional fee may be required.

The design team will review required construction submittals up to two times. If additional reviews are required because of deficient contractor submittals, the time required for these reviews will be charged on an hourly basis. The additional expense should be charged to the contractor by the County.

The scope of services will be consistent with the AIA B104 Owner/Architect Agreement

Proposed Fee

For the Scope of Services listed above, we propose the following fixed fees:

Basic Services (Architectural, Structural, MEP)	\$168,950
MEP Emergency Generator Design (MEP)	\$10,000
Fire Pump Design if required	\$3,000
Cost Estimating	TBD

Excluded Services

- Services not listed above
- Civil engineering or site related design services
- Hazardous materials or abatement documents
- LEED design services

In the process of conducting the work, reimbursable expenses such as printing, postage, mileage, additional consultant fees, etc. will be billed separately at a multiple of 1.15 times the cost incurred. Additional services and revisions may be provided as required on an hourly basis according to the architect's Hourly Rates Schedule.

I hope that this proposal meets your expectations, and I look forward to working with you on the project. If this proposal is acceptable, please acknowledge your acceptance by signing below and return one copy to me. Upon receiving a signed copy, we will forward a standard AIA B104 Owner/Architect agreement which will serve as the contract for the project.

Sincerely,
Enteros Design, P.C.

Client's Acceptance:

Printed Name

Gil Entzminger, AIA, LEED AP

Signature (date)



November 20, 2019

Mr. Gil Entzminger, LEED AP
Enteros Design
7 N. 25th Street
Richmond, VA 23223

Re: Prince George Wellness Center Phase 1

Dear Gil:

Inversity Consulting Engineers, PLLC (I.C.E.) is pleased to present this proposal to provide mechanical, electrical, plumbing, and fire protection (MEP) system design for Phase 1 renovations at the Prince George Wellness Center. In this letter, I outline my understanding of the engineering assistance desired and proposed fee for these services. This proposal is based on the existing conditions and adaptive re-use study that was performed previously, and your email dated 11/13/19.

BACKGROUND AND OBJECTIVE:

The purpose of this project is to carry out the first phase of renovations for the Prince George Wellness Center, which essentially is the implementation of the recommendations provided in the existing conditions and adaptive re-use study that Enteros lead and I.C.E. participated in that was performed from the fall of last year through this past spring. The study provided a plan for the complete revitalization of the entire facility that is anticipated to occur over a number of years and in multiple phases. After completion of the original study, an addendum to the study was composed that specifically discussed those items that the A/E team was recommending be prioritized first to address code compliance as well as existing systems well past their service life. It also covered items that the Owner deemed critical for successful continued use of the facility now in its current capacity. The I.C.E. narrative describing the proposed MEP system work for Phase 1 was dated 06/19/19. The primary MEP recommendations were to replace the existing electric service, provide a building wide fire protection system, and install a new fire alarm system. The Owner's top priority for improving current operations was to completely renovate the first floor gang toilets.

We understand that the County is also now requesting some additional work be part of Phase 1. These items include the complete renovation of the existing boys' locker room and the addition of a generator and standby power distribution system for the facility. The locker room renovation would involve re-configuring the fairly large existing boys' locker room into two (2) separate locker room spaces, one (1) for boys and one (1) for girls. Each locker room would have approximately three (3) toilets and/or urinals, three (3) showers, and two (2) to three (3) lavatories each.

SCOPE OF SERVICES:

The MEP design will proceed based on the proposed scope of work described for each engineering discipline in the Phase 1 narrative and in your email dated 11/13/19. Our scope of services would include the following:

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- Visit the site for field investigation to determine all existing conditions affecting the design of the MEP systems. We anticipate multiple site visits will be required.
- Prepare Design Development (DD) documents consisting of drawings and outline specifications that will convey the general design approach for the MEP Systems. By general design approach, I.C.E. assumes that means showing the locations of major MEP equipment and components, providing typical space layouts, and providing general descriptions of each specification section. It does not necessarily mean that the MEP systems will be fully coordinated with all other trades by the completion of DD. Based on typical industry standard, I.C.E. assumes DD occurs at approximately 35-50% of the MEP design effort, which does not necessarily equate to the MEP drawings being 35-50% complete, as there is a substantial amount of work required to design the MEP systems prior to the creation of drawings.
- Prepare Construction Documents (CD) based on the approved DD documents. The construction documents will consist of drawings and written specifications describing the equipment, materials, workmanship, and installation of the MEP systems. The construction documents shall be suitable for obtaining construction permitting, soliciting contractor pricing, and ultimately performing the construction. Typical drawings will include demolition plans, floor plans, enlarged plans, details, and equipment schedules.
- Participate in multiple design and coordination meetings with the A/E team and Owner either at the project site, Owner's office, or Enteros's office. We anticipate that an A/E design team only meeting and a separate Owner coordination meeting may be required at each of the two (2) design phases.
- During design, coordinate work for the new electric service with the Power Company on behalf of the Owner. Once the project is in construction, the contractor will be responsible for coordination with the Power Company.
- Respond to all Plan Review comments from the local building official and make all changes as directed.
- Provide Construction Administration (CA) services consisting of reviewing submittals of MEP systems and equipment proposed by the Contractor, issuing responses to contractor Requests-for-Information (RFIs), and making site visits to review the contractor's installation to insure compliance with the contract documents. A report of findings will be issued for each site visit. For a project of this nature with such a large percentage of the work being MEP, we are assuming two (2) site visits per month with attendance at each site visit by one (1) member of the MEP design team. Major milestones such as substantial completion, and final completion will be attended by multiple MEP team members as necessary.

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November 20, 2019
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EXCLUSIONS/ASSUMPTIONS:

Our scope of work as described above has been developed based on the following assumptions and/or exclusions:

- Considering the study covered the information typically provided in schematic design, we assume the work will move directly into Design Development.
- Detailed cost estimating is not included. We assume any such estimates will be provided by others and our assistance will be limited to reviewing these estimates and providing general impressions as to the reasonableness of such estimates.
- For the fire-protection system, I.C.E. will provide design assist construction documents in adequate detail for bidding and for defining a code compliant system. Fire protection drawings will be diagrammatic in nature. They will detail the service entrance as well as the head end equipment for the dry pipe portion of the system. But otherwise, they will only indicate general locations and arrangements of pipe and equipment as well as define the hazard classification of each area. They will not show a complete layout of all branch piping and sprinkler heads. The fire protection drawings and specifications together will describe the performance requirements for the system. They will also require that the sprinkler contractor provide comprehensive drawings with complete system layout and hydraulic calculations as part of the shop drawings.
- A hydrostatic flow test was not conducted during the study, therefore it is unknown at this time if a fire pump will be required. We have included a separate line item below under "Fees" for the additional cost for design of a fire pump should one be required.
- For the fire protection service entrance (and any other utility except incoming electric power service), I.C.E. will show the lines to a maximum of 5' distance outside of the building where they will need to be picked up and extended by the project site (civil) engineer. Work for such utilities will be coordinated during design with the site engineer.
- We understand that the generator and standby power distribution system shall be sized to be able to power the entire first floor once the building has been completely renovated per the adaptive re-use study as well as all life safety systems on the second floor. At the size required for this amount of load, a gas-fueled generator would be cost prohibitive. Therefore, we are assuming the generator will be diesel-fueled. Per your request in your 11/13/19 email, a separate line item is provided below under "Fees" for the additional cost for design of the generator and standby power distribution system.
- The design of any low voltage communications and electronic security systems required for the work will be limited to providing supporting infrastructure (empty outlet boxes, empty conduits,

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120V power sources, etc.) with wiring and equipment design and installation by others. Exception is fire alarm, the complete scope of fire alarm system work is included.

- Services associated with third-party certifications such as LEED or Energy Star (including commissioning) are not included.
- Electrical studies such as overcurrent protection coordination studies, arc-flash studies, and in-depth fault current studies are not included. Such studies where necessary will be specified to be provided by the contractor and his awarded electrical equipment manufacturer as part of equipment submittals.
- I.C.E. will deliver all documents electronically to Enteros Design and Enteros Design will be responsible for all printing of hard copies that may be required.

FEES:

I.C.E. proposes to perform the MEP engineering services described above for a lump sum fee of **\$77,000 (Seventy-seven thousand dollars)**. The breakdown per phase is as follows:

A. Design Development (40%):	\$30,800
B. Construction Documents (40%):	\$30,800
C. Bidding (5%):	\$ 3,850
D. Construction Administration (15%):	\$ 11,550

The additional cost for generator and standby power system design will be **\$10,000 (Ten thousand dollars)** and can be broken down by phase using the same percentages shown above for the base project scope.

If a fire pump is required, the additional fee for its design will be **\$3,000 (Three thousand dollars)** and can be broken down by phase using the same percentages shown above for the base project scope.

Billing during design will be at project milestones and upon designated progress printings. Construction Administration services will be billed as percentage complete of CA on a monthly basis. Any additional services beyond what is outlined herein can be performed on a time and material basis at an hourly rate of \$125.00 per hour plus reimbursable expenses and will only be performed where specifically requested or approved in advance by Enteros Design. Reimbursable expenses will be billed at actual cost plus 10% and reimbursable mileage for travel beyond what is specifically called for in this proposal will be billed at the listed IRS rate (currently \$0.58/mi). The fee as described above is good for 60 days. I.C.E. reserves the right to renegotiate fees after acceptance of proposal for any project that is delayed either in starting by more than six (6) months or undergoes a delay of six (6) months or more during design where I.C.E. is instructed to stop work and billing.

I trust that this proposal will meet your approval. However, if there are any questions about the proposed scope and fees as outlined herein, please don't hesitate to call or email me at (804) 977-0403 Ext. 102 or

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dminor@inversityconsulting.com. If there are no questions, please indicate your acceptance by signing in the appropriate space and returning one signed copy of this letter.

Thank you for considering Inversity Consulting Engineers for your MEP engineering services and I look forward to the opportunity to work with you on this project.

Respectfully submitted,



David E. Minor, P.E. LEED AP

Accepted for

ENTEROS DESIGN

By: _____

Date: _____

DUNBAR MILBY WILLIAMS PITTMAN & VAUGHAN*Consulting Structural Engineers*

PLLC

RICHMOND AND CHARLOTTESVILLE

1025 BOULDERS PARKWAY, SUITE 310, RICHMOND, VIRGINIA 23225 PHONE: 804 323-0656 FAX: 804 272-3916

KENNETH J. PITTMAN, PE, SECB
 EDWARD S. FRAHER, III, PE, SECB
 STEPHEN D. BARBER, PE, SECB
 JEFFREY S. DAVIS, PE, SECB, LEED AP BD+C
 GREGORY C. ELLEN, PE, SECB

November 21, 2019

SENIOR ASSOCIATES
 DONNA E. ADAMS, PE, SECB
 RICHARD K. HAYS, PE, SE, MLSE
 MARCIN J. KOTAS, PE
 AARON J. RICKEL, PE
 ROBERT L. SMITH, PE
 BRIAN T. STANLEY, PE
 CONSULTANTS
 C. NELSON WILLIAMS, IV, PE

Gil Entzminger, AIA, LEED AP
 Enteros Design
 7 N. 25th Street
 Richmond, VA 23223
Gil@enterosdesign.com

**Re: Prince George Wellness Center – Phase 1
 DMWPV #1809-21.PH1**

Dear Gil:

We are excited to hear that Phase One of the Prince George Wellness Center is moving forward. While we do not expect a large work effort in this phase, we do offer the following understanding of the structural scope of work. Please notify us if any of our assumptions are incorrect so we may revise our fee accordingly.

- Review proposed work within Phase 1
- Design and detail new ramps inside and outside of the building. We will mark up the architectural details for the interior ramp(s). We will detail and show on our drawings the exterior ramp.
- Design and detail the exterior ramp canopy. We assume this will have some columns that will be supported on footings supporting some steel structure. This might frame into the existing building wall to support one side of the canopy.
- We understand there are some interior CMU walls that will be moving. We are assuming these walls are non-load bearing and will not require modifications to the structural system. We will review these wall shifts and work with Enteros on any details required to make the shifts.
- We do not believe there is any structural work required for the MEP renovation scope. Should something come up we request the ability to review our proposal accordingly.
- We will create a drawing to show the required structure for the exterior ramp and canopy.
- We will check structurally related shop drawings (concrete mix design, reinforcing steel, structural steel) for the ramps and the canopy.
- We have included two site visits to review the work for the ramps and the canopy. We could eliminate one site visit (for ramp review) if Enteros wanted to review the ramp construction during one of your normal visits and contact us with any questions.
- We suggest that a small contingency is included (beyond what is shown in our proposal) or that we work hourly in case something structural is encountered during design or construction. Or, we could submit a revised proposal should something be encountered.

See next page for breakdown of work effort by task.



<u>TASK</u>	<u>STAFF POSITION</u>	<u>HOURS</u>		<u>HOURLY RATE</u>		<u>TOTAL</u>
Design / Detail Ramps	Senior Engineer	6.0	x	\$160.00	=	\$960
Revit/CAD for Ramps	Draftsman	4.0	x	\$90.00	=	\$360
Design / Detail Canopy	Senior Engineer	3.0	x	\$160.00	=	\$480
	Engineer (EIT)	6.0	x	\$120.00	=	\$720
Revit/CAD for Canopy	Draftsman	5.0	x	\$90.00	=	\$450
Review interior CMU Wall moves	Senior Engineer	3.0	x	\$160.00	=	\$480
Project Review	Principal	1.0	x	\$190.00	=	\$190
Check shop drawings / RFIs	Senior Engineer	6.0	x	\$160.00	=	\$960
(2) Site Visit with Reports	Senior Engineer	7.0	x	\$160.00	=	\$1120
TOTAL						\$5,720

Based upon the information available at this time concerning this project, we propose to provide structural engineering services for Phase 1 of this project for a **FIXED FEE of \$5,720**. The fee would breakdown as \$3,640 for construction drawings and \$2,080 for construction administration, which includes two site visits.

As mentioned previously, should structural scope be uncovered during design or construction, we will either work hourly or create a new fee proposal for this work.

Please let us know if this fits within the budget for this job and any questions you may have.

Very truly yours,

Gregory C. Ellen, PE, SECB

6799 Kennedy Road Unit F, Warrenton Virginia 20187
Phone (540) 347-5001, fax (540) 347-5021
www.downeyscott.com

PRECONSTRUCTION SERVICES

9/6/2018 - Revised 11/22/2019

Enteros Design
314 Exchange Aly
Petersburg, Virginia 23803

Attention: Mr. Gil Entzminger, AIA, LEED AP
Re: Fee Proposal and Letter of Engagement for Professional Services
Project/Property: The Central Wellness Center
Location: Prince George, Virginia
Via: Email: gil@enterosdesign.com

Dear Gil:
As a follow-up to your request, I am pleased to submit the following fee for the subject project.

A. Scope of Services: To provide professional Cost Engineering services for the above mentioned project.
Scope: Additional submissions as shown below

B. Fees: Refer to the following table:

Construction Cost Estimating	Principal		Senior Cost Engineer		Arch / Struct Cost Engineer		Mechanical Cost Engineer		Electrical Cost Engineer		Civil Cost Engineer		Technician		Expen misc.	Line Extension
	\$128.00	per hour	\$112.50	per hour	\$105.00	per hour	\$105.00	per hour	\$105.00	per hour	\$105.00	per hour	\$85.00	per hour		
Pre Construction Services																
Two (2) Deliverables																
1) Design Development Submission	2	256	6	675	28	2,940	20	2,100	18	1,890	6	630	2	170	0	8,661
2) Construction Documents Submission	2	256	4	450	16	1,680	16	1,680	12	1,260	4	420	2	170	0	5,916
Subtotal of hours/fees	4	512	10	1,125	44	4,620	36	3,780	30	3,150	10	1,050	4	340	0	14,577
Total Pre-Construction Services																\$14,577

C. General Notes:

1. Please allow us a minimum two (2) weeks to perform our work for each submission.
2. We will include the costs of all Hard Construction Costs. Soft Cost and FF&E cost to be provided by others.
3. We exclude any Construction Admin Services from this proposal.
4. I will be the Project Manager and the point of contact for this project.
5. We will transmit the data / report to you digitally.
6. Payment Terms: Fee based on payment terms of net 30 days following the date of our delivery. However, interest will accrue (1.5%) after 45 days.
7. We require one (1) electronic set and one set specifications for each submission to perform our work.
8. We exclude any retention to be withheld from progress payments. Upon completion of the deliverable, the amount of the submission will be billed and is due in total.
9. If site visits are required, hourly rates will apply as well as mileage reimbursement at the current Federal rate.
10. We exclude meeting time in our fee proposal and would propose if meetings are required they will be billed hourly.
11. We exclude any HAZMAT abatement cost analysis.
12. We exclude Value Engineering but would be happy to provide a Fee Proposal for this service.
13. We will require an executed agreement prior to beginning our work.

We appreciate the opportunity to work with you once again. Please do not hesitate to call if you need further assistance.

Sincerely,

Don 'D' Daigle, CVS, CPE

Don 'D' Daigle, CVS, CPE
Downey & Scott, LLC
Vice President

Accepted by [authorized signature]

Date

File



4701 Owens Way
Suite 900
Prince George, VA 23875

P 804.541.6600
F 804.458.1511
www.timmons.com

LETTER OF AGREEMENT

Client:	Enteros Design, PC 7 N. 25 th Street Suite 100 Richmond, VA 23223	Date: December 4, 2019 Principal: Derrick Johnson Project Manager: Derrick Johnson
Contact:	Gil Entzminger, AIA	Project Name: Prince George Central Wellness Fire Line Plan
Phone No:	(804) 861-1200	
E-mail:	gil@enterosdesign.com	

Dear Mr. Entzminger:

Timmons Group is pleased to offer this proposal for engineering services for the existing Prince George Central Wellness Center in Prince George, Virginia. We look forward to working with you to achieve your vision for this project.

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. Any changes required to the Scope of Services must be approved in writing before such changes take effect, and you will be notified by the project manager. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change. You will be notified of any such changes in writing by the project manager.

Under no circumstances shall Timmons Group assume any responsibility for construction activity nor have authority over contractor's work, safety precautions or procedures, schedules or for such contractor's compliance with any laws or regulations.

PAYMENT SCHEDULE:

FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

TERMS AND CONDITIONS:

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions attached as Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.



4701 Owens Way
Suite 900
Prince George, VA 23875

P 804.541.6600
F 804.458.1511
www.timmons.com

LETTER OF AGREEMENT (cont.)

REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost. The Scope of Services may specify a Project Reimbursement Schedule to be attached as Exhibit C if applicable.

PAYMENT TERMS:

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach Derrick Johnson directly at 804 541-6602 or via email at derrick.johnson@timmons.com.

Timmons Group Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____
Name: _____
Title: _____
Date: _____



4701 Owens Way
Suite 900
Prince George, VA 23875

P 804.541.6600
F 804.458.1511
www.timmons.com

EXHIBIT A

SCOPE OF SERVICES

Project Understanding

Under this agreement, Timmons Group will provide professional services for the existing Central Wellness Center to include construction plans for a fire line to serve the building and a new pad for a generator.

We expect the total land disturbance will be less than 2,500 sf and will not require a full site plan to be developed nor storm water management requirements for the utility installation and pad.

Scope of Services

SURVEY SERVICES

1. Topographical Survey
Task includes preparing an onsite topographical survey for the area of proposed development. This survey will be combined with other client provided information to produce a base map for the design.

Fee: \$ 2,500

ENGINEERING SERVICES

1. Prepare minor site plan showing design and location of fire line to serve the building and location of generator pad and graphic depiction of new electrical services to and from the building as provided by utility provider. These plans will be developed to County requirements to include layout, profile, details, notes and minimal erosion control design with associated details.
2. Submit plans to County review agencies for review and approval of the minor site plans. No submittal to DEQ will be done with this project as the total land disturbance is expected to be less than 1 acre.
3. Revise plan as necessary to obtain full approval from Prince George County and issuance of land disturbance permit.

Fee: \$ 6,850

4. County Water Model and Fire Flow Analysis
Prepare water model of new fire lines for the site. This model will be incorporated into the site plan for approval by Prince George County Utility department.

Fee: \$ 3,500

CONSTRUCTION SERVICES

1. Site Construction Administration:
 1. Prepare land disturbance permit application for Owner.
 2. Prepare cost estimate of erosion control items and obtain approval from the county environmental engineering office.
 3. Participate in pre-construction meeting with the Contractor, Owner and Environmental Inspector as part of issuance of Land Disturbance Permit.



4701 Owens Way
Suite 900
Prince George, VA 23875

P 804.541.6600
F 804.458.1511
www.timmons.com

EXHIBIT A

SCOPE OF SERVICES (cont.)

4. Perform reviews, field verifications and make written recommendations to the Owner on Contractor submittals and RFI's.
5. Conduct a final inspection to ensure all punchlist items have been addressed and that construction is complete based on non-survey field observation.
6. Attend two (2) onsite construction meetings with Owner and other design team members to review and discuss construction progress on site.

Fee: \$ 3,500

Reimbursable items such as mileage and reproductions will be charged at the rates included in Exhibit C. Courier and express mail will be billed as direct expenses with a reasonable handling fee. Application and review fees can be processed as reimbursable expenses. Items requested by the Client which are not specifically included in the scope of services may require a change order.

Optional Services

The following services are not included in the base contract, but can be offered if desired.

- Wetlands Delineation, Conformation or Permitting
- Phase I, II, or Phase III environmental site assessments
- Geotechnical or Infiltration Investigations
- Environmental Due Diligence Reports
- LID suitability studies or design
- Full Site Plan design
- Storm Water Management Design
- VSMP or SWPPP Preparation
- Boundary or Easement Plats



4701 Owens Way
Suite 900
Prince George, VA 23875

P 804.541.6600
F 804.458.1511
www.timmons.com

EXHIBIT B

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement from TIMMONS GROUP to which these Terms and Conditions are attached. Separate Change Orders signed by authorized representatives of TIMMONS GROUP and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. TIMMONS GROUP services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
2. **DEFINED TERMS:** Capitalized terms used in this Exhibit B but not defined shall share the meanings ascribed in the Letter of Agreement.
3. **STANDARD OF CARE:** In providing services under this Agreement, TIMMONS GROUP will endeavor to perform in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. It is not the intention of TIMMONS GROUP to provide or offers to provide services inconsistent with or contrary to such practices, nor to make any warranty or guaranty, expressed or implied, nor to have any agreement or contract for services subject to provisions of any section of any Uniform Commercial Code. Moreover, it is not the intention of TIMMONS GROUP to accept any terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed except as set forth herein or as expressly accepted in writing. Written acknowledgement or receipt of the actual performance of services subsequent to receipt of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
4. **CODE COMPLIANCE:** TIMMONS GROUP shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement. Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order and TIMMONS GROUP shall be entitled to appropriate additional compensation. The Client understands that different officials charged with the enforcement of such codes, laws, regulations and policies of regulatory agencies may have different or inconsistent interpretations of the requirements of such codes, laws, regulations and policies of regulatory agencies, and that TIMMONS GROUP shall not be liable for any damages arising from conflicting interpretations by different officials. In the event of a conflict between the codes, laws, regulations or policies of regulatory agencies which apply to the Project, TIMMONS GROUP shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with TIMMONS GROUP in an effort to resolve the conflict.
5. **ELECTRONIC FILES:** Because of the possibility that information and data delivered in an electric file format may be altered, whether inadvertently or otherwise, TIMMONS GROUP reserves the right to retain the original tapes, disks and other forms of electronic data, and to remove from copies provided to the Client all identification reflecting the involvement of TIMMONS GROUP in their preparation. TIMMONS GROUP also reserves the right to retain hard copy originals of all Project documentation which is delivered to the Client in electronic file format, which originals shall govern in the event of any inconsistency between the two. It is also understood that the



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EXHIBIT A

SCOPE OF SERVICES (cont.)

automated conversion of information and data from the system and format used by TIMMONS GROUP to an alternate system or format may not be able to be accomplished without the introduction of inaccuracies, errors and anomalies. In the event any Project documentation provided to the Client in electronic file format is so converted by the Client, or someone acting on the Client's behalf, Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold TIMMONS GROUP harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

6. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the Commonwealth of Virginia.
7. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and TIMMONS GROUP.
8. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and TIMMONS GROUP, such consent not to be unreasonably withheld.
9. **PROJECT SITE SAFETY:** TIMMONS GROUP's Project site responsibilities are limited solely to the activities of TIMMONS GROUP and TIMMONS GROUP's employees on the Project site. These responsibilities shall not be inferred by any party to mean that TIMMONS GROUP has responsibility for Project site safety. The Client and TIMMONS GROUP agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that TIMMONS GROUP shall have no obligations relating to these contractor(s) duties.
10. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of TIMMONS GROUP and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed the total compensation received over the past six calendar months by TIMMONS GROUP under this Agreement, or \$50,000, whichever is greater.
11. **INDEMNIFICATION:** TIMMONS GROUP agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by TIMMONS GROUP or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TIMMONS GROUP, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither TIMMONS GROUP nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.



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EXHIBIT C

PROJECT REIMBURSEMENT SCHEDULE

Resource	Unit Description	Unit Charge
Printing - Plotter Bond B&W	per Sq. Ft.	\$0.17
Printing - Plotter Bond Color	per Sq. Ft.	\$3.83
Printing - Small Format B&W	11x17	\$0.09
Printing - Small Format B&W	8.5x14	\$0.08
Printing - Small Format B&W	8.5x11	\$0.07
Printing - Small Format Color	11x17	\$0.76
Printing - Small Format Color	8.5x14	\$0.67
Printing - Small Format Color	8.5x11	\$0.59
Mileage	per mile	\$0.56

** Accounting applies an additional 15% onto all reimbursable charges.*

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 10th day of December, 2019:

<u>Present:</u>	<u>Vote:</u>
Donald R. Hunter, Chairman	
Floyd M. Brown, Jr., Vice-Chairman	
Alan R. Carmichael, Jr.	
Marlene J. Waymack	
T. J. Webb	

A-4

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AWARD OF CONTRACT (ARCHITECTURAL AND ENGINEERING SERVICES CENTRAL WELLNESS CENTER CODE COMPLIANCE PHASE I RENOVATIONS NOT TO EXCEED \$215,377)

WHEREAS, In November of 2018 the County engaged Enteros Design to provide Architectural and Engineering (A&E) services for a Feasibility Study and Adaptive Reuse Design for the Central Wellness Center. These services were solicited with RFP #18-0529-1, which allowed for additional A&E building renovation services including schematic design, bid assistance and construction management. Staff and Enteros Design negotiated Phase I renovation pricing not to exceed \$215,377; and

WHEREAS, \$215,377 is available in the Capital Improvement Project fund from Series 2018 and Fall 2019 bonds; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a contract with Enteros Design for an amount not to exceed \$215,377 to move forward with the design and bidding of Phase I renovations to the Central Wellness Center.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 10th day of December, 2019, hereby awards the contract for Architectural and Engineering Services for Phase I Central Wellness Center renovations to Enteros Design for an amount not to exceed \$215,377 and authorizes the County Administrator to execute a contract with Enteros Design.

A Copy Teste:

Percy C. Ashcraft
County Administrator