

Issue Analysis Form



Date: July 6, 2020
Item: Engineering Agreement
Lead Department(s): Comm. Dev. & Code Compl.
Contact Person(s): Julie Walton

Description and Current Status

At the time of construction award for the Birchett Estates stream restoration project at Reach 1, the stream repairs beyond the Painters' property (Option 2) was not awarded due to overall costs of the total project. Only Option 1 was awarded and that construction is finishing up now. Since then, the County has entered the next cycle of stormwater funding and has also been awarded additional DEQ grant monies.

At this time, staff is recommending to re-bid Option 2 and look towards completing the second phase of the stream restoration project. The attached agreement with Timmons Group is for engineering services associated with the DEQ permitting process for the work, field set-up and surveying, and construction management. The agreement has been drafted under the County's annual contract with Timmons, who has agreed to hold the pricing from the original proposal. Staff has reviewed the agreement and recommends approval.

Sample Motion: I move that the Board authorize the County Administrator to enter into an agreement with Timmons Group for engineering services associated with the permitting and construction management of Option 2, Reach 1, Birchett Estates stream restoration project for the amount of \$27,800.

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

The proposed agreement is funded through the Stormwater Utility Fund and DEQ grants. No general fund tax dollars are proposed to be utilized for this project.

County Impact

The second phase of the stream restoration project continues the work of restoring the channel and protecting properties from severe erosion. The project improves the County's stormwater runoff system and TMDL.

Notes

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 14th day of July, 2020:

<u>Present:</u> Donald R. Hunter, Chairman Alan R. Carmichael, Vice Chairman Floyd M. Brown, Jr. Marlene J. Waymack T. J. Webb	<u>Vote:</u>
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A-7

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

RESOLUTION; AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO ENTER INTO ENGINEERING AGREEMENT WITH TIMMONS GROUP FOR PERMITTING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE BIRCHETT ESTATES REACH 1, OPTION 2, STREAM RESTORATION PROJECT

WHEREAS, The Prince George County Board of Supervisors has determined that it is in the best interest of the County of Prince George and its citizens to complete Option 2, Reach 1, Birchett Estates Stream Restoration Project; and,

WHEREAS, The County’s Stormwater Utility Fund is designed and utilized for such improvement projects; and,

WHEREAS, The associated cost for the Scope of Work as detailed by Timmons Group is \$27,800.00;

NOW THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 14th day of July, 2020, hereby authorizes the County Administrator to enter into agreement with Timmons Group under the annual contract for the amount of \$27,800.00 to perform permitting and construction management services, and authorizes the funding for such services to be provided under the Stormwater Utility Fund project budget.

A Copy Teste:

Percy C. Ashcraft
County Administrator



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

LETTER OF AGREEMENT

Client:	Prince George County	Date:	August 8, 2018
Contact:	Julie Walton	Principal:	Chris Dodson
Phone No:	804.722.8659	Project Manager:	Stephen Quina
E-mail:	jwalton@princegeorgecountyva.gov	Project Name:	Birchett Estates Reach 1 – Phase 1 (Option 2)

Dear Julie:

Timmons Group is pleased to offer this proposal for construction related engineering services associated with Birchett Estates - Reach 1 - Phase 1 (Option 2), located in Prince George County, 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. We estimate that the project will commence within two weeks of our receipt of written Notice to Proceed. 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:

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A unless otherwise denoted as time and materials. The time and material fees for this Agreement will be based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

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.



TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

1001 Boulders Parkway
Suite 300
Richmond, VA 23225

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LETTER OF AGREEMENT (cont.)

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.

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 Stephen Quina directly at 804.200.6504 or via email at stephen.quina@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: _____



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EXHIBIT A

SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services associated with the Birchett Estates - Reach 1 – Phase 1 (*Option 2*), as follows:

Design Related Scope of Work:

Task 1: Permit Acquisition.....Fixed Fee \$3,400

Timmons Group will provide permit acquisition, to include:

- Develop SWPPP binder;
- Registration Statement Submittal; and
- Obtain VPDES Construction General Permit, coordination, and final permit approval.

Task 2: Construction Administration.....Fixed Fee \$18,700 (assuming a 14 - week construction window)

Timmons Group will provide construction administration, to include:

- Provide written pre-construction notification to agencies;
- Hold a pre-construction meeting on-site with County staff, Contractor, and Owner;
- Review construction schedules and material submittals;
- Review Contractor payment applications; and
- Provide on-site consulting assistance to Contractor during stream channel construction. The construction oversight portion of the fee is based on personnel being on-site for up to 17 days of construction (including a quarry review of stream substrate material, substantial, and final punchlist inspection).

Task 3: Field Monitoring ImplementationFixed Fee \$5,700

Timmons Group will provide field monitoring implementation, to include:

- Installation of USACE permit required cross sections, bank vegetation plots, riparian vegetation plots, and dedicated in-stream and barometric gauge (cost of permanent stream gauge and barologger included), and
- Provide a monitoring map.
- (Excludes permit required monitoring term)

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 offer 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 automated conversion of information and data from the system and format used by TIMMONS

TERMS AND CONDITIONS (cont.)

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.

EXHIBIT C

PROJECT REIMBURSEMENT SCHEDULE

Expendable Reimbursement Summary

Resource	Unit Description	Unit Charge
Printing-Plotter Bond Black and White	Square Foot	\$0.17
Printing-Plotter Bond Color	Square Foot	\$3.83
Printing-Small Format Black and White	11x17	\$0.09
Printing-Small Format Black and White	8.5x11	\$0.07
Printing-Small Format Color	11x17	\$0.76
Printing-Small Format Color	8.5x11	\$0.59
Mileage	Mile	\$0.565
Postage	TBD	TBD
Flagging (Wetland Boundary & Survey, Per Roll)	One Roll	\$3
Flagging (Construction Boundary, Per Roll)	One Roll	\$10
Rebar (Permanent Marker Staking)	One 18" Rebar Section	\$2
Rebar (Permanent Bank Pins)	One 36" Rebar Section	\$4
Wooden Stake/Lathe (Temporary Staking)	Variable, One 24" to 36" Stake	\$0.50
PVC (Permanent Marker Staking)	Variable, One 2.5' to 5' PVC Section	\$0.50
Bankfull Indicator Gage, Passive	One Complete with Field Mounting	\$50
Crest Gage, Automated	Levelogger Transducer & Field Mounting	\$550
Barometric Pressure Logger, Automated	Hobo Transducer & Field Mounting	\$400
Monitoring Well, Automated	Shallow Install with Hobo Transducer	\$425
Monitoring Well, Passive	One Complete with Field Mounting	\$50
Rain Gage, Automated	Hobo Automated Unit & Field Mounting	\$500
E.Coli Test	ColiScan Water Quality Analysis	\$10
Concrete	60 Pound Bag	\$6
Conservation/Protection Area Signage	Green, Aluminum (8" x 12")	\$20
Conservation/Protection Area Signage Post	4" X 4" X 6' Treated Post, Wooden	\$10
Conservation/Protection Area Signage Post	7" VDOT Standard Metal U-Channel Post	\$15
Disposable Bailer	36" HDPE	\$10

Non-Expendable Reimbursement Summary

Resource	Unit Description	Reimbursement Charge	
		Daily	Weekly
GPS Unit	Trimble Unit	\$50	\$200
Laser Level	Complete Laser Survey System	\$50	\$200
Total Station	Complete Total Station Survey System	\$75	\$300
Dissolved Oxygen (D.O.)	YSI 200 Meter	\$25	\$100
pH/Cond./Temp. Meter	Oakton Multimeter with Calibration Solutions	\$25	\$100
Four Wheeler		\$75	\$300
Utility Trailer		\$25	\$100
Four Wheeler and Utility Trailer		\$100	\$400
Chainsaw		\$30	\$120
Sprayer, Backpack or Bulk/Mounted		\$15	\$60
Water Storage Drum	55 Gallon Steel Drum, Customized	\$5	\$20
225 Gallon Trailer Mounted PE Tank		\$25	\$100
Water Level Indicator	Solinst Water Level Indicator	\$10	\$40

Reimbursable Form Version 1.4 (February 5, 2015)

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