

Issue Analysis Form



Date: 08/11/2020
Item: Award of Contract – & Appropriation Architect Garage Expansion
Lead Department(s): General Services, Garage, Finance
Contact Person(s): Mike Purvis; Betsy Drewry

Description and Current Status

During the adoption of the FY2021 budget and CIP, the Board of Supervisors approved a Garage Expansion as a FY2021 capital project to be paid for with debt issuance in the spring of 2021. The main focuses of the expansion are to allow for the repair and maintenance of large apparatus within an enclosed garage bay, and to add office and storage space.

RFP #20-0502-32 “A/E Services for Design of Garage Expansion” was issued on June 12 with a July 9 closing date. This RFP and any addenda can be viewed on the County Finance website at

https://www.princegeorgecountyva.gov/departments/finance_department/procurement/current_solicitations_and_awards.php

Nine (9) proposals were received and a staff panel ranked the proposals based on criteria established in the RFP, and interviewed the top 4 firms. Panel Members are:

- Mike Purvis, Director General Services
- Frank Haltom, Director of Utilities & Engineering
- Dean Simmons, Building Official
- Chris Talmage, Fleet Manager
- Captain Jason Koren, Fire/EMS

The scoring of the top 4 firms interviewed are shown below.

Firm	Score	Rank
Enteros Design, PC	88.2	1
DJG, Inc.	87.8	2
Baskervill	83.8	3
HBA Architecture & Interior Design	82.4	4

Staff is recommending award of contract to Enteros Design, PC.

Enteros provided a pricing proposal totaling \$212,645 that is recommended for approval. A copy of Enteros' July 29, 2020 proposal is attached for board review (Attachment 1).

Funds for architectural services will be derived from a Spring 2021 borrowing as part of the CIP Garage Expansion project.

Staff is requesting the board to authorize:

- Authorization for the County Administrator to execute a contract with **Enteros not to exceed \$212,645**
- Appropriation of \$212,645 from future debt issuance
- Reimbursement resolution allowing the County to reimburse itself for A/E services when debt is issued

Two draft resolutions for board consideration are included in the board packet.

- Combined Award of Contract and Appropriation Resolution (revenue source bond proceeds)
- Reimbursement Resolution to allow the County to pay for A/E services and reimburse itself after bonds are issued

Final designs will be shared with the board and an Invitation for Bid issued for construction after design is complete. The requested August 11 action does not include appropriation for construction costs.

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 \$212,645 in planned Spring 2021 bond proceeds (total project estimate included in CIP \$2,100,000 – with A/E and all Furniture, Fixtures & Equipment). This CIP project will not create a tax increase and sufficient contributions to debt reserves were included in the adopted FY2021 budget.

County Impact

Expansion of the County Garage will allow for the repair and maintenance of large apparatus in an enclosed bay and will expand office and storage space.

Notes

July 29, 2020

Ms. Dawn M. Parent, VCA, VCO
Procurement Officer
6602 Courts Drive
Prince George, Virginia 23875

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Richmond, Virginia 23223

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Ms. Parent:

Enteros Design is pleased to submit the following proposal for architectural and engineering services on the design of the Fleet Maintenance Garage Expansion for Prince George County. The following information summarizes our understanding of the project, potential construction budget, and our proposed fee.

The existing fleet maintenance building is located at 6300 Laurel Spring Road near the government complex. The existing building is a one story, pre-engineered metal building with approximately 7,000 gross square feet. The project involves removing two existing service bays, adding two new service bays, and adding additional storage and staff areas. The following list summarizes the proposed expansions.

- New Services bays measuring approximately 40'x80' with 40' clear height at the ridge
- Staff and storage bay measuring 20'x80' with parts and support spaces on the first floor and staff and breakroom spaces on the upper floor.
- Compressor equipment room measuring 19'x40' with possible storage above
- New parts storage room measuring 15'x40'

Enteros Design and its team of consultants will prepare the design and construction documents for the proposed expansion. The following engineers will be retained by Enteros Design for the project. Proposals from the engineering team are attached to this proposal and are incorporated into this agreement.

- Timmons Group – Civil Engineering
- Dunbar, Milby, Williams, Pittman and Vaughn – Structural Engineering
- Iniversity Consulting Engineers – Mechanical, Electrical, and Plumbing Engineering

The following architectural Scope of Services is anticipated. In order to streamline the process and meet the County's schedule, we propose the following phases and submissions: Preliminary Design, Design, Construction Documents, Bidding, and Construction Administration.

SCOPE OF SERVICES

Preliminary Design

- Review existing conditions
- Receive survey and CAD files from the owner
- Prepare 3D Revit model
- Develop a questionnaire to help develop the program requirements
- Meet with the County to review program and equipment requirements
- Gather equipment cut sheets from vendors supplied by the owner
- Determine equipment clearances based on cutsheets supplied by the owner's vendor
- Review building code requirements
- Compile a written document summarizing the program and building requirements

Design

- Prepare plans, elevations and sections to illustrate the design requirements
- Integrate the shop equipment and clearances provided by the owner's vendor
- Prepare interior elevations, schedules, and ceiling plans to illustrate the interior requirements
- Integrate the civil, structural, mechanical, electrical and plumbing engineering
- Prepare outline specifications summarizing materials and systems
- Prepare a cost estimate based on information provided by building contractors familiar with the building type and construction market
- Review the design information with the County and make revisions based on comments received in the design review meeting

Construction Documents

- Prepare construction documents to illustrate the project requirements to the contractor
- Integrate the civil, structural, mechanical, electrical and plumbing engineering
- Prepare CSI format specifications and assist in preparing the Project Manual for bidding
- Prepare a cost estimate based on information provided by building contractors familiar with the building type and construction market
- Review the construction documents information with the County and make revisions based on comments received in the review meeting

Bidding

- Assist the County in preparing documents for bidding
- Attend a pre-bid meeting
- Respond to bidding questions
- Review bids and assist the County in selecting a contractor

Construction Administration

- Provide construction administration services as defined by the American Institute of Architects as Basic Services. These services typically involve by-weekly construction site visits to review the status of construction, review of shop drawings and submittals, responses to requests for information, review of applications for payment, punch list at Substantial Completion, and

review of final completion and closeout documents. This proposal assumes that construction will last approximately 24 months, and a total of 12 site visits are included for the architect. We will review each required construction submittal up to two times. If additional reviews are required because of deficient submittals by the contractor, the time for additional reviews will be billed on an hourly basis. The contract for construction should incorporate language that allows the owner to claim a credit from the contractor to cover additional submittal review time by the architect as a result of deficient submittals by the contractor.

Proposal Assumptions

1. The site does not currently have a storm drain system, and the scope of work does not include extending a storm drain to the site.
2. Building down spouts will empty at grade and the grade will slope away from the building.
3. The capacity of the existing on site sanitary sewer system will be evaluated; however, design of a new sanitary sewer pump is not included because not enough information is available to define that scope of work. If a new pump is required after on site evaluation, a subsequent fee proposal will be provided for those services.
4. Geotechnical engineering services are not included in the proposal. The foundation design for this project will be determined by the lateral force resistance requirements rather than soil bearing capacity. We believe that the soil bearing capacity should be adequate, but the soil bearing capacity will need to be determined by the third-party testing hired by the owner during construction. A third-party testing company is required in construction for testing of concrete samples, steel welding, and soil testing, and this independent testing agency is normally hired by the owner. We will review test reports and take appropriate actions, but a testing company will be hired by the owner.
5. In pre-engineered metal buildings, the reaction forces and design of the primary steel buildings members are determined by the manufacturer of the metal buildings. Foundation designs may change slightly as a result of reaction forces provided by the metal building manufacturer. We will design the foundations in consultation with standard pre-engineered metal building companies. If the selected contractor after bidding provides reaction forces that are substantially different from standard metal buildings, then additional fee may be required by the structural engineer to redesign the building foundations.
6. The area behind the building will have limited access and will receive gravel paving.
7. The County will specify and purchase shop equipment outside of the construction contract.
8. The County will move any shop equipment that is in the way of construction.
9. The County will purchase furniture from a furniture vendor through established purchasing contracts. The architect will assist with furniture selection from the County's vendor.
10. Communication and IT equipment will be specified and purchased by the County outside of the construction contract.
11. The extent of modification of existing heating and cooling systems in bays 1-5 will be dependent on budget confirmation.
12. Electrical work in bays 1-5 will include a new electrical panel, but the electrical outlets, wiring and lighting will remain existing except as required for the new expansion.
13. Heating in the new bays will be supplied by gas fired unit heaters. Design of waste oil heating systems is not included. Gas service will be propane.

14. The existing restroom and its plumbing will remain as is.
15. New compressed air piping will be provided in the new bays, but compressed air piping in bays 1-5 will remain as is.
16. The building fire area will be subdivided by fire barriers so that no fire area is larger than 4,999 square feet to avoid the need for a fire sprinkler system, or a fire sprinkler system will be required. An optional fee is provided for fire sprinkler system design.
17. This proposal assumes that the County supplied generator is in good working order and is properly configured, and it does not need design modifications for installation to serve the building. This proposal does not include design of generator modifications or new generator selection.
18. The project scope may need to be adjusted as design continues in order to meet the County's budget. Adjustments will be reviewed and approved by the County.
19. Hazardous materials identification or abatement documents are not included.

CONSTRUCTION BUDGET

There are many variables that may impact the construction budget including existing conditions, sitework, structural modifications to the existing building, code requirements, equipment and building systems, and market conditions. We do not have adequate information about the site, building, or project requirements to provide accurate cost estimates. Final construction costs cannot be determined until design work is complete; however, we understand that the County needs to know that the project can be built within the available funding. We will work with the County throughout design to monitor the budget and make revisions to the design in an effort to meet the budget. Some modifications may be required in the proposed design to make the construction more cost effective. We will review these refinements with the County, and we can include some bidding alternates to allow the County to take advantage of favorable bidding conditions if available. Our preliminary thoughts on the project budget are shown below.

Sitework			\$150,000
Demolition			\$80,000
New services bays	3,200 SF	\$195/SF	\$624,000
Two story storage and staff areas	3,200 SF	\$225/SF	\$720,000
Compressor room and storage (1 story)	760 SF	\$150/SF	\$114,000
Parts storage (1 story)	600 SF	\$150/SF	\$90,000
Limited renovation	4,800 SF	\$25/SF	\$120,000
Total Construction			\$1,898,000

Note Added by Betsy Drewry, Deputy County Administrator: PRELIMINARY ESTIMATE SCOPE AND EVALUATION WILL COMMENCE WHEN DESIGN AWARDED

This estimate assumes that sitework is limited to work required for the building construction. If cost estimates during design show that costs are higher than anticipated, then modifications may be required to reduce the project scope or square footage. These estimates do not include the cost of shop equipment or furnishings.

PROPOSED FEES

The following fixed fees are anticipated for the project:

Basic Services (Architectural, Structural, MEP)	
Preliminary Design	\$17,450
Design	\$35,030
Construction Documents	\$58,605
Bidding	\$4,251
<u>Construction Administration</u>	<u>\$37,859</u>
Total Basic Services	\$153,195
Civil Engineering	
Survey	\$2,300
Underground Utility Location Survey	\$1,900
Wetland Certification Letter	\$750
Preliminary Design	\$3,500
Design	\$4,100
Construction Documents	\$16,500
Bidding	\$2,500
<u>Construction Administration</u>	<u>\$2,000</u>
Total Civil Engineering	\$33,550
Other Services	
Structural Agent 1 Special Inspection	\$4,500
Office furniture design and selection	\$5,500
<u>Anticipated Total Required Services</u>	<u>\$196,745</u>
Optional Additional Services (if required)	
Exterior 3D renderings	\$2,500 each
Interior 3D renderings	\$2,500 each
Fire sprinkler system design	\$5,500
Fire alarm system design	\$2,500
Design of vehicle exhaust system/ make up air in bays 1-5	\$4,500
Design of BAS system for HVAC	\$2,080
Upgrade and resize air compressor system	\$1,320

In the process of conducting the work, reimbursable expenses such as additional consultant's fees, printing, mileage, postage, copying, 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 current Hourly Rates Schedule. If this proposal is acceptable, please sign below and return one copy to me.

I hope that this proposal meets your needs, but please let me know if you have any questions. I look forward to working with Prince George County.

Sincerely,

Enteros Design, P.C.



Gil Entzminger, AIA
President

Client's Acceptance:

Printed Name

Signature



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Suite 900
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LETTER OF AGREEMENT

Client:	Enteros design, PC 7 North 25 th Street, Suite 100 Richmond, VA 23223	Date: July 29, 2020
Contact:	Gil Entzminger, AIA, LEED AP	Principal: Derrick Johnson
Phone No:	804-861-1200 ext 101	Project Manager: Derrick Johnson
E-mail:	gil@enterosdesign.com	Project Name: Fleet Garage Expansion Prince George County

Dear Mr. Entzminger:

Timmons Group is pleased to offer this proposal for professional services for a site plan 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. 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.

REIMBURSEMENTS:



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LETTER OF AGREEMENT (cont.)

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.


 _____ 7/29/2020
 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

Project Understanding

Under this agreement, Timmons Group will provide Site Plan services for a 4,800 sf building expansion to the existing County Fleet Maintenance Garage in Prince George County, Virginia. We have developed this proposal with the assumption that the project will go through the regular site plan process at the County.

We understand that no LEED accreditation is being proposed for this building.

We further understand that this proposal has been prepared with knowledge that land disturbance will be less than 1 acre and will not require issuance of a VSMP permit but will require preparation of a SWPPP. Also, that storm water management compliance will be provided on the site by development of a BMP's and/or through purchase of nutrient credits.

Fee Schedule Summary

Survey Services

1. Design Survey Data	\$ 2,300	
2. Underground Utility Location Survey	<u>\$ 1,900</u>	
		\$ 4,200

Environmental Services

1. Wetland Certification Letter	\$ 750
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Site Plan Services

1. Preliminary Design Phase	\$ 3,500	
2. Design Development Phase	\$ 4,100	
3. Construction Documents Phase	\$ 16,500	
4. Permit and Bidding Phase	\$ 2,500	
5. Construction Administration Phase	<u>\$ 2,000</u>	
		\$ 28,600

Total \$ 33,550

Scope of Services

SURVEY SERVICES

1. Design Survey Data

Task includes preparation of a field run topographical survey for the proposed improvements to include location of visible improvements and overlap into adjacent parcels and right of ways. Contouring to be plotted at a 1' interval. The field and office work will be performed per DPOR guidelines and will include location of proposed parcel boundary lines within the project limits as provided by the client. Property corner monuments will not be set as part of this task.

2. Underground Utility Location Survey



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EXHIBIT A

SCOPE OF SERVICES (cont.)

An underground utility survey will be performed to designate and map underground facilities within the bounds of the area described above under the above task. This utility survey will include horizontal designation through geophysical methods and is defined as Quality Level "B" by the American Society of Civil Engineers (ASCE). The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access. Plastic and fiber optics lines without tracer wires may be unlocatable. This service does not include the use of ground penetrating radar. Exclusions: sanitary & storm lines including laterals and roof drains; irrigation systems; and abandoned lines.

ENVIRONMENTAL SERVICES

1. Wetland Certification Letter

Perform an onsite visit to determine location of any possible jurisdictional waters of the U.S. or wetlands present within the site development boundaries.

Timmons Group will then prepare a certification letter for Prince George County stating that the project as designed will not impact jurisdictional waters of the U.S. including wetlands, and a permit will not be needed from the Army Corps of Engineers or the Virginia Department of Environmental Quality.

**Note that in the event the project will impact waters of the U.S. including wetlands, Timmons Group will not be able to provide a certification letter, and a U.S. Army Corps of Engineers wetland confirmation letter and a permit(s) will be required. Timmons Group can provide pricing for those services as needed.*

SITE PLAN SERVICES

Preliminary Design Phase

- a. Participate in development of a schematic site plan utilizing existing survey and plats as provided by the owner. This drawing will include layout of building and any parking and aprons as required for the project.
- b. Attend one (1) design review meeting with the project team
- c. Attend additional meetings via video teleconference as required
- d. Coordinate with Architect and Client to incorporate the schematic design footprint into the site plan
- e. Schedule and conduct a preliminary staff developer meeting with County staff to review the layout and develop the final site plan.

Design Development Phase

- a. Utilizing the existing field information as a base map, a detailed schematic site plan will be developed showing the improvements with coordination with other team members.
- b. Prepare preliminary design for stormwater management compliance with water quality and water quantity requirements.
- c. Attend one (1) design review meeting with the project team



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EXHIBIT A

SCOPE OF SERVICES (cont.)

- d. Attend additional meetings via video teleconference as required
- e. Coordinate with Architect to incorporate the schematic design footprint into the site plan

Construction Document Phase

Timmons Group will prepare site plan utilizing the design development phase plans to include the following items:

- a. Cover Sheet
- b. Preliminary Disturbance Erosion Control Plan
- c. Final Disturbance Erosion Control Plan
- d. Erosion Control Details, Calculations, and Quantities
- e. Detailed Layout Plan with full dimensioning and labeling
- f. Layout Details
- g. Evaluation of existing sewer pump system serving the site to determine if adequate for new sewer loads from addition
- h. Utility (water and sewer) service design
- i. Utility details, notes and computations
- j. Fire flow calculations
- k. Grading and Drainage Plan with spot elevations
- l. Drainage calculations (hydraulic grade line, gravity sewer, inlet calculations, hydrologic calculations)
- m. On-site Drainage Analysis Plan
- n. Miscellaneous details and calculations
- o. Storm water Calculations for storm water management to show compliance with County regulations
- p. Representation at Technical Review Committee meeting
- q. Plan review meetings & correspondence with County during plan revisions
- r. Site plan revisions as required by the County review process
- s. Plan assemblage and preparation of site plan application
- t. One coordination meeting and two (2) conference calls (2 hours each) with Architect and Owner during design & review process held in Virginia
- u. Prepare Division II Technical Specifications for site relate items. These specifications will be provided to the Architect for inclusion in the project manual.
- v. Prepare probable construction cost estimates of site improvement items.

Storm Water Management Compliance

- a. Prepare storm water management plan for compliance with State 2019 storm water management regulations. To include water quality and water quantity compliance. This will require energy balance calculations, TR-55 analysis of runoff and determination of adequacy of outfalls to where the site becomes 1% of the contributing drainage area. It is assumed that all or a portion of the water quality requirements will be handled through the purchase of off-site nutrient credits and/or on site BMPs.

Permit and Bid Phase

- a. Prepare Stormwater Pollution Prevention Plan (SWPPP) per state regulations for management of stormwater discharges associated with construction activities.



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EXHIBIT A

SCOPE OF SERVICES (cont.)

- b. Assit in preparing land distrubance permit application for Client.
- c. Prepare cost estimate of erosion control items and obtain approval from the county engineering office.
- d. Participate in pre-construction meeting with the Contractor and Client as part of issuance of Land Distrubance Permit.

Construction Administration Phase

1. Perform reviews, field verifications and make written recommendations to the Owner on Contractor submitted applications for payment.
2. Review RFI's and Submittla packages from the Contractor.
3. Conduct a punchlist inspection and provide written punchlist letter to the Owner and Contractor.
4. Conduct a final inspection to ensure all punchlist items have been addressed and that construction is complete based on non-survey field observation.
5. Attend three (3) onsite construction meetings OAC meetings with Architect, Owner and other design team members to review and discuss construction progress on site.

Architectural footprints (AutoCAD format), elevations, and MEP connection requirements (including fixture counts and lateral locations) will need to be supplied by the architect at the commencement of site plan design. (Architectural plans shall include the function and location of all door locations, roof drain leaders, plumbing fixture counts, etc...) Significant programming changes by the architect, owner, or MEP that result in site plan adjustments after the first plan submittal may result in additional fees.

Engineering design for Power, Telephone, Cable, Irrigation, and Gas service is not included in this scope of services.

Reimbursable items such as mileage and reproductions of plan sheets or presentations sheets will be charged at the rates included in Exhibit C. Courier and express mail will be billed as direct expenses at costs. 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.

All bonds, sureties, application fees, permit fees, building permit fees, storm water program fees, impact fees, and utility connection fees will be the responsibility of the owner.

Optional Services

The following services are not included in the base contract, can be offered if desired by the Owner. Since some of these items will be completed by other consultants, we have not depicted costs at this time. These services can be added to the scope at the client's request and would be performed in house at Timmons Group.

- Phase I, II, Phase III environmental site assessments
- Wetlands Delineation, Conformation or Permitting
- Landscape, Lumen or Irrigation Plans
- Post-Development As-Built surveys
- BMP Certification



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EXHIBIT A

SCOPE OF SERVICES (cont.)

- Private Pump Station Design or approval by Health Department
- Separate drainage reviews by DCR, if required
- Dry utility design services (site electrical, phone, cable, natural gas design)
- Post-approval site plan revisions (field revisions, County plan revisions, slip sheet revisions, contractor or architect requested revisions, County redline revisions)



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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 B

TERMS AND CONDITIONS (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.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

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.*

ATTACHMENT 1

DUNBAR MILBY WILLIAMS PITTMAN & VAUGHAN

PLLC

Consulting Structural Engineers

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

SENIOR ASSOCIATES
DONNA E. ADAMS, PE, SECB
RICHARD K. HAYS, PE, SE, MLSE

DUNBAR MILBY WILLIAMS PITTMAN & VAUGHAN

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 JEFFREY S. DAVIS, PE, SECB, LEED AP BD+C
 GREGORY C. ELLEN, PE, SECB
 BRIAN T. STANLEY, PE

July 28, 2020

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
CONSULTANTS
 R. LINDLEY VAUGHAN, JR.
 C. NELSON WILLIAMS, IV, PE

Gil Entzminger, AIA
 Enteros Design
Gil@enterosdesign.com

**Re: Prince George County Fleet Maintenance Garage
 DMWPV # 2006-53**

It was good to see you on site yesterday and we look forward to being a part of your team on this project. I have reviewed your overall project scope document and have not repeated all of the items that you have already captured within it. I have indicated just a few additional assumptions regarding our scope of structural work below.

1. 7,760 SF of additional metal building construction.
2. Existing slab will be removed and replaced at Bays 6 and 7 in order to have appropriate thickness for servicing of fire trucks.
3. The new 40' tall structure adjacent to the 20' tall existing structure will require existing low roof purlins to be reinforced and an additional post with footing under the existing primary building frame.
4. We have assumed that the second-floor framing will be non-combustible.
5. We have indicated a separate fee line item for being the Agent 1 Special Inspector. The Owner will also need to engage a testing agency.

Based upon the assumed scope of work, we propose a Total Fixed Fee of \$15,300 for Basic Structural Engineering Services and \$4,500 for our role as coordinator of Special Inspections. The Basic Services Fee is broken down by phase as indicated below.

Preliminary Design (15%)	\$2,295
Design (25%)	\$3,825
Construction Docs (35%)	\$5,355
Bidding (2%)	\$306
<u>Construction Admin (23%)</u>	<u>\$3,519</u>
Total Basic Services Fixed Fee	\$15,300
 Agent 1 Special Inspections Fee	 \$4,500

Very truly yours,



Jeffrey S. Davis, PE, SECB, LEED AP BD+C



July 29, 2020

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

Re: Prince George Fleet Maintenance Building

Dear Gil:

Inversity Consulting Engineers, PLLC (I.C.E) is pleased to present this proposal to provide Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering Design Services for the Prince George Fleet Maintenance Building. In this letter, we outline our understanding of the engineering assistance desired and proposed fee for these services. This proposal is based on the project RFP, project interview from July 23rd and site meeting on July 27, 2020, in addition to email correspondence.

BACKGROUND AND OBJECTIVE:

The Prince George Fleet Maintenance Building is located at 6300 Laurel Spring Road. The existing facility is approximately 6,240 square feet pre-engineering metal building divided into seven (7) maintenance bays. Date of construction is unknown but believed to be approximately 1980. Electrical service is 240V, 1-phase and HVAC is provided through a series of small packaged units located on grade at the rear and side of the building, in addition to propane gas fired suspended unit heaters within the maintenance bays.

We understand that Prince George County desires to expand the facility to provide larger maintenance bays for larger county owned vehicles such as fire trucks. A report provided by WW Associates to Prince George County on January 23, 2020 along with our site visit is used as the basis of the proposed MEP/FP scope of work. The following scope of work is included in this proposal:

- Demolition of existing maintenance bays 6 and 7.
- 3,200 SF (40'x80') maintenance bay addition in the footprint of existing bays 6 and 7 extending to the west. This addition shall have a 40' clear interior height for fire truck maintenance.
- 1,600 SF (20'x80') multi-purpose addition to the south of the maintenance bay addition. The first floor of the addition shall include waiting room, office space, locker room/bathroom, showers and parts/equipment storage. The second floor shall include breakroom and training space.
- 760 SF (19'x40') addition to the west of bay 5, north of the maintenance bay addition. The intended use of this space is for the air compressor and storage and is intended to be constructed with provisions for a future second floor storage.
- 600 SF (15'x40') addition to the west side of existing bays 1 and 2 for additional parts and equipment storage areas.

Mechanical HVAC proposed scope:

Existing HVAC systems include suspended propane gas fired unit heaters in the maintenance bays, packaged rooftop units on grade also serving the maintenance bays, and a high wall ductless split system unit serving the existing office. The facility does not include vehicle exhaust systems at this time. Proposed base HVAC work is as follows:

- Demolition of the packaged HVAC system serving existing bay 7.
- Demolition of suspended propane gas fired unit heaters serving existing bay 6 and bay 7.
- Salvage and relocation of existing packaged HVAC system serving existing bays 4 and 5 as this unit has serviceable life remaining. Ductwork shall remain as much as possible.
- Replacement of existing packaged HVAC system serving existing bays 1, 2 and 3 in kind with similar capacity/style unit. Ductwork shall remain as much as possible.
- Salvage and relocation of existing condenser for high wall split system serving the office.
- Four (4) existing suspended propane gas fired unit heaters serving bays 1 through 5 shall remain.
- Vehicle exhaust for the expanded bays 6 & 7, including required makeup air.
- New HVAC shall be provided for the each of the four (4) additions (maintenance bay, multi-purpose, air compressor/storage and parts/equipment). New HVAC shall be similar to existing with packaged HVAC systems located on grade adjacent to the building with horizontal duct penetrations into the building. The maintenance bay addition will include suspended propane gas fired unit heaters similar to existing. The multi-purpose addition shall include 2 zones of HVAC control (first and second floors) while each other addition shall be a single zone. HVAC control shall be via programmable thermostats. New HVAC systems will be designed for 75°F interior temperature at offices, breakrooms, training, etc. and 80°F in maintenance bays, storage, etc. with the presumption that bay doors are closed.

HVAC presumptions and exclusions include the following:

- Base HVAC scope will not include vehicle exhaust for existing maintenance bays 1 through 5. If desired, vehicle exhaust and required makeup air systems for bays 1 through 5 will be included as a line item additional service as included in the fee and schedule hereinafter.
- Base HVAC scope for existing maintenance bays 1 through 5 does not increase the capacity of the HVAC system nor does it replace the ductwork systems (with the exception of extending to the new location of the outdoor unit). Should an upgrade of HVAC system capacity be required, this will be included as a separate line item in the fee and schedule hereinafter.
- Base HVAC controls are presumed programmable thermostats and similar manual controls. Design of an HVAC building automations system (BAS) is included as a separate line item in the fee and schedule hereinafter and would be included as a bid alternate.
- Design of waste oil heating systems are excluded and presumed not within the budgetary constraints of this project.

- Energy modeling and/or evaluation of life cycle costs of varying HVAC options is not included. Any discussions of multiple HVAC options are limited to a qualitative list of potential expected advantages and disadvantages of each option.

Plumbing proposed scope:

Existing plumbing systems include sanitary waste, vent and domestic water systems. Storm water systems discharge directly to grade via gutters and downspouts. Gas service is provided to the building via on-site 1,000 gallon propane tank. Sewer and domestic water systems are connected to municipal systems. Domestic water service appears to enter the building as a 1" service just inside the northwest corner at the rear of existing bay 1. It is believed that the sanitary exits from the north wall to site connections. The facility does not include an oil/water separator. An air compressor is located in bay 6 that serves the entire facility compressed air needs. Proposed Plumbing work is as follows:

- Demolition of sanitary waste at existing bays 6 and 7 to connection to waste piping at intersection of bay 6 with bay 5.
- Demolition of propane service entrance and gas piping extending into bay 6 and 7.
- Demolition of existing drains at bays 1 through 5.
- Provide new domestic water service entrance within the addition. New water service shall include code required backflow prevention and serve all fixtures within the addition while back feeding the existing incoming service at northwest corner of bay 1.
- Provide new propane gas service entrance coordinated with proposed addition, including gas distribution to new HVAC equipment and connection to existing gas service piping within bays 1 through 5.
- Salvage and reinstallation of existing air compressor within the addition. Compressed air piping design within the addition and connection to existing compressed air piping for the existing to remain building.
- Sanitary waste and vent design for the addition, which is presumed independent of existing sewer systems. Sewer piping shall be extended to 5' outside the footprint for connection to site utility systems by civil engineer. Drain piping from the maintenance or potential oil areas shall be independent of sanitary waste and routed separately to the exterior for connection to oil/water separator provided by civil. Design shall include trenching and new drains for existing bays 1 through 5 for connection to the oil/water separator drain system.
- Domestic water and domestic heating water design for the addition, which is presumed to include fixtures in the restroom/lockers, breakroom and maintenance bays. Domestic water heating for the addition may be propane or electric with final determination during design. A domestic water recirculation loop and pump shall be included for the addition.

Plumbing presumptions and exclusions include the following:

- Existing domestic water heating, domestic water distribution, propane gas distribution, etc. in the existing building are excluded and shall remain as is.

- In the absence of existing plans, the below slab and grade sanitary system will require camera inspection to note the location and condition of existing piping. It is presumed this service will be provided by the owner with inspection and reports provided to Inversity for use in the design.
- Storm water design is excluded, it is presumed there will be no internal storm drains and that storm will drain to grade.
- Replacement or modifications to the existing restroom or plumbing fixtures are excluded.
- Design of motor oil, transmission fluid pumping systems and specialty systems are excluded. It is assumed these systems where required are by others.
- Base plumbing scope does not include resizing or upgrades to the air compressor and compressed air system other than salvage and relocate. Upsizing and replacement of the air compressor shall be included as a separate line item in the fee and schedule hereinafter.

Electrical proposed scope:

Existing electrical power is a 200-amp, 240 volt, single phase service with incoming service located in the rear of the existing parts storage room. An onsite propane 25kw generator includes transfer switch and 100-amp generator panel. Lighting systems include surface mount LED strip fixtures in the maintenance bays, and fluorescent fixtures in other spaces such as restroom, office and storage space. Proposed Electrical work is as follows:

- Demolition of existing electrical service entrance and distribution panels. All existing branch circuits that are not affected by the proposed architectural, HVAC, or plumbing changes will be retained for reconnection to new panelboards. New panelboards will be installed in the same area as the existing service entrance to power the existing branch circuitry to be retained.
- Removal of existing generator and transfer switch which will be turned over to the Owner. Demolition of generator panelboard.
- Demolition of power and lighting systems within bays 6 and 7.
- Provide new electrical service entrance within the addition, including main distribution and new electrical branch panelboards.
- Provide new standby power system based on the currently unused larger generator that the Owner is storing on the site. The generator will connect to automatic transfer switches to be provided at the new service entrance and designated standby power branch panelboards.
- Design of lighting systems and lighting controls in the additions.
- Power distribution design including general and specific use outlets, circuitry to garage equipment, power to HVAC and plumbing equipment, and all other required power needs.

Electrical presumptions and exclusions include the following:

- We understand that the stored generator is 90 kW, which may not be able to power the entire building. At the beginning of the project, the Owner will be expected to provide a list in order of priority of equipment to be connected to the generator to allow for efficient evaluation of the capabilities of the generator to support that equipment.

- To assist with both sizing of service and evaluating the generator loading, it is expected at the beginning of design that the Owner will provide a list/cutsheets of all equipment including tools and other garage equipment they will be installing. The list shall include the electrical requirements including voltage, phase, amps, kW, hp, etc.
- If required, electrical overcurrent protection coordination arc flash and in-depth fault current studies will be specified to be provided by the contractor as part of the equipment submittals.
- The design of low voltage communications and electronic security systems such as data, telephone, access control etc. will be limited to providing supporting infrastructure (empty outlet boxes, empty conduits, 120V power sources, etc.) with wiring and equipment design and installation by others.
- Fire Alarm system design is not included in our base proposal, but has been included as a separate line item in the fees and schedule below.
- It is presumed that the generator will be owner furnished, contractor installed and will be in good working condition without engineering evaluation or inspection.

SCOPE OF SERVICES:

MEP/FP design services shall include the following: preliminary design, design development, construction documents, bidding and construction administration. Tasks for each phase will generally include the following:

- Preliminary Design: Shall consist of coordination with the owner and review of owner project requirements. This is also when Inversity will meet with the owner to determine project budget, scope, and any special requirements and/or scheduling challenges. Initial project site investigations will be performed to develop an understanding of not only the project scope, but also existing conditions affecting the design. I.C.E. shall coordinate and discuss project specifics that were brought to light through review of proposed design and field investigations. Preliminary Design will conclude with I.C.E. providing a narrative describing the project scope, along with proposed project solutions.
- Design Development: The design development phase will consist of creating engineering plans based on the narrative provided at the end of preliminary design. Plan drawings will emphasize major equipment locations and sizes. Equipment schedules will be provided on the plans. At the conclusion of design, I.C.E. will provide the owner with a set of plans for the owner's review and comments at approximately 35% complete. Also, I.C.E. will provide outline specifications and major equipment cutsheets.
- Construction Documents: Upon receipt of owner's review comments of the 35% design submittal, I.C.E. will proceed to create full architectural/engineering construction drawings and documents suitable for submitting for bid and construction. Specifications will be finalized and coordinated with owner comments and project needs. At each step of the process, I.C.E. will continue to maintain close communication with the owner to ensure project documents do not stray away from owner requirements.

- Construction Administration: In this phase, I.C.E. shall attend construction progress meetings via phone conference, review contractor shop drawings and product submittals, response to contractor requests-for- information, review contractor pay requests, issue supplemental drawings if required and manage change order requests. In addition, I.C.E. will conduct progress construction site inspections and provide corrective action items to the contractor as required. Included in the scope are 4 progress site visits (which may coincide with an OAC meeting if desired), 1 substantial completion inspection and 1 final inspection. Only substantial and final completion inspections will include greater than one person from Inversity. Additional site visits or inspections shall be additional services as scheduled below.

EXCLUSIONS/PRESUMPTIONS:

- Existing mechanical, plumbing and electrical systems and equipment including lighting fixtures, plumbing fixtures, electrical panelboards and circuitry, ductwork, piping, etc. will be retained in areas not included within the architectural renovation/addition where possible, unless specifically noted herein as being removed/replaced.
- It is presumed that the existing building will be occupied and in use during construction with limited scheduled shutdowns. The design plans shall include design parameters to support occupied use of the facility during construction.
- We understand that existing MEP drawings are not available. Generally, not all MEP systems and equipment (such as the existing underground sanitary piping systems) are visible during a field inspection. Any systems or equipment that would require alternations to the building (such as removal of walls or non-accessible ceilings) or special equipment (such as cameras) in order to be able to view and evaluate will not be reviewed/inspected. For any concealed systems that are unable to be visually investigated in the field, we will review what information may be available. We'll make note of such systems and design based on all known information about them.
- Sprinkler system design are not included in our base proposal, but has been included as a separate line item in the fees and schedule below.
- For the fire-protection system (if included), I.C.E. will provide design assist construction documents in adequate detail for bidding and for defining a code compliant system. Drawings will be diagrammatic in nature, indicating general locations and arrangements of pipe and equipment as well as defining the hazard classification of each area, but 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.

- Detailed line-by-line cost estimating is not included in our work, although we will provide a high level engineering cost estimation of specified systems.
- This proposal excludes participation in third-party certification systems including LEED, Energy Star and/or related.
- Proposal does not include major building or system changes after the submission of the 35% design document submission. It is understood that minor plan adjustments, system modifications, inclusion of an alternate, etc. should be expected, however major changes to MEP design criteria post 35% design submission would be considered additional services.
- Proposal does not include value engineering (VE) services or construction document revisions/addendums/etc. other than a single addendum/revision required to comply with County of Prince George permit reviewer comments.

FEES AND SCHEDULES:

I.C.E. proposes to perform the engineering design and CA services for the fee schedule as indicated below:

- Preliminary Design:
 - \$3,575 (three thousand five-hundred seventy-five dollars)
- Design (through 35% progress):
 - \$7,800 (seven thousand eight-hundred dollars)
- Construction Documents:
 - \$15,500 (fifteen thousand five-hundred dollars)
- Bidding:
 - \$1,625 (one thousand six-hundred twenty-five dollars)
- Construction Administration:
 - \$6,500 (six thousand five-hundred dollars)
- Design Alternates/Additional Services
 - Fire Protection system design (if included): \$5,500 (five thousand five-hundred dollars)
 - Fire Alarm system design: \$2,500 (two thousand five-hundred dollars)
 - Design for upgrade of HVAC and vehicle exhaust systems in existing maintenance bays: \$4,500 (four thousand five-hundred dollars)
 - Design of BAS system for HVAC: \$2,080 (two-thousand eighty dollars)
 - Upgrade and resize of air compressor system: \$1,340 (one thousand three-hundred forty dollars)
 - Construction administration site visit/inspection above the six (6) total visits included in base CA services: \$500 per visit per Inversity person

Project work shall be invoiced on or about the last day of the month that services are rendered as a percentage of completion. Any additional services beyond what is outlined herein can be performed on a

Prince George Fleet Maintenance
 July 29, 2020
 Page 8 of 8

Inversity Consulting Engineers, PLLC

time and material basis at an hourly rate of \$130.00 per hour plus reimbursable expenses and will only be performed where specifically requested or approved in advance by Enteros Design. The fee as described above is valid for 90 days. After I.C.E.'s proposal is accepted, I.C.E. reserves the right to renegotiate fees should the project be 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. 101 or rpolo@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/FP engineering services and I look forward to the opportunity to work with you on this project.

Please contact us if you have any questions or concerns. We strive to provide you the highest quality engineering services possible at a reasonable fee and are willing to work with you to ensure we meet that commitment.

Respectfully submitted,



Richard Polo, P.E., CEM, LEED AP
 Principal/ Mechanical Engineer

Accepted by

ENTEROS DESIGN

By: _____

Date: _____

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 11th day of August, 2020:

Present:

Vote:

Donald R. Hunter, Chairman
Alan R. Carmichael, Jr., Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-1

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

RESOLUTION; AWARD OF CONTRACT AND APPROPRIATION FROM DEBT PROCEEDS (\$212,645 ARCHITECTURAL AND ENGINEERING SERVICES COUNTY GARAGE EXPANSION)

WHEREAS, On June 12, 2020 a Request for Proposals was advertised by General Services and the Finance Department to obtain proposals for Architectural and Engineering Services for an expansion of the County Garage (RFP 20-0502-32). The RFP closed on July 9, 2020 with nine (9) responses. The most qualified and highest scoring firm was Enteros Design, PC. Staff and Enteros negotiated pricing not to exceed \$212,645; and

WHEREAS, the Garage Expansion was included in the adopted FY2021 CIP, with the planned funding source of a spring 2021 borrowing; and

WHEREAS, Staff is requesting authorization for the County Administrator to enter into a contract with Enteros Design, PC in an amount not to exceed \$212,645 to move forward with the design of a Garage Expansion.

NOW, THEREFORE, BE IT RESOLVED That the Board of the Supervisors of the County of Prince George this 11th day of August, 2020, hereby awards the contract for Architectural and Engineering Services for a Garage Expansion to Enteros Design PC in an amount not to exceed \$212,645 and authorizes the County Administrator to execute a contract with Enteros Design PC.

NOW, THEFORE, BE IT FURTHER RESOLVED That the Board of Supervisors of the County of Prince George this 11th day of August, 2020, does hereby authorize the following increase of funds within the 2020-2021 Budget, such line items increased as follows, which monies to be expended for purposes authorized and approved by the Board of Supervisors of the County of Prince George:

<u>FUND/ORGANIZATION</u>		<u>AMOUNT</u>
<u>Expenditure:</u>		
0311-01-002-3208-48240	CIP -- County Garage Expansion	\$212,645
<u>Revenue:</u>		
0311-40-900-8115-341401	Debt Proceeds	\$212,645

A Copy Teste:

Percy C. Ashcraft
County Administrator

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 11th day of August, 2020:

Present:

Vote:

Donald R. Hunter, Chairman
Alan R. Carmichael, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

A-1

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

**RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF BONDS
OR OTHER INDEBTEDNESS**

WHEREAS, the Board of Supervisors (the "Board") of the County of Prince George, Virginia (the "County") has previously determined to undertake the purchase of architectural services for an expansion of the County Garage of \$212,645;

WHEREAS, the Board currently expects that the cost of the Purchase, excluding the costs of the financing thereof, will be approximately \$212,645;

WHEREAS, the Board currently expects to incur long-term indebtedness in an amount now estimated at \$212,645 to pay a portion of the costs of the Purchase, which indebtedness may take the form of tax-exempt bonds or other types of debt; the proceeds of such indebtedness may be used either for paying costs of the Purchase directly or for repaying other indebtedness previously incurred for the Purchase or for a combination of such purposes; and

WHEREAS, the County may also advance its own funds to pay expenditures relating to the Purchase (collectively, the "Expenditures") prior to receiving reimbursement for such Expenditures from the proceeds of tax-exempt bonds or taxable debt, or both;

THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County as follows:

1. The County intends to utilize the proceeds of tax-exempt bonds or notes (the "Bonds") or to incur other debt to pay Purchase costs in an amount not currently expected to exceed \$212,645.

2. The County intends that the proceeds of the Bonds be used to pay or reimburse the County for the payment of Expenditures made after the date of this Resolution or made within 60 days prior to the date of this Resolution or Expenditures which are incurred for certain preliminary costs such as architectural, engineering, surveying, soil testing, bond issuance expenses and the like. The County reasonably expects on the date hereof that it will pay or reimburse the Expenditures with the proceeds of the Bonds or other debt.

3. Each Expenditure will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, or (c) a nonrecurring item that is not customarily payable from current revenues.

4. The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Purchase is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, and certain de minimis amounts.

5. The Board intends that the adoption of this Resolution confirms the "official intent" of the County within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. The County Administrator and other officers of the County are hereby authorized and directed to take such actions, in consultation with the County's counsel, as may be necessary or desirable to implement the planning and structuring of the Bonds, including but not limited to negotiations with lenders or investment bankers for the Bonds, the selection of bond counsel to supervise the issuance of such Bonds and the engagement of such other professionals as may be necessary or desirable to assist the County in this process, but such officers shall not obligate the County on such Bonds without further approval by the Board.

7. This Resolution shall take effect immediately upon its passage.

A Copy Teste:

Percy C. Ashcraft
County Administrator