AES
CONSULTING ENGINEERS

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April 7, 2011

Mr. Kenneth D. Eades
County Administrator
Northumberland County
P. O. Box 129
Heathsville, VA 22473

**RE: Bluff Point Evaluation Study**

Dear Mr. Eades:

Per your request, I am pleased to provide this Fee Proposal and Proposed Scope of Work for Professional Services for the Bluff Point Evaluation Study.

Please find below a detailed scope of services and budget fee estimate for your review. Please feel free to use this following scope of services as the contract for professional services.

**Task 1. Property Use:** (Provided by AES Consulting Engineers)

Conduct a thorough review of County ordinances and zoning code and develop a "by-right" land use and density analysis. This will include a review of the subdivision layout configurations submitted by the developer. Considerations will include provisions for open space, designated areas for residential and potential commercial uses, recreational uses, and preservation of sensitive features such as wetlands, shorelines, and floodplains, utility infrastructure, and storm water management. Assure the "by-right" land use is consistent with the County's Comprehensive Plan Vision and Planning Principles. The "by-right" analysis shall include review as to potential plan approval and a basis for comparison with the proposed PUD.

Analyze the proposed PUD for consistency with the land use provisions and rezoning allowed per the County Zoning code and maximum density as developed in the "by-right" analysis. Evaluate the PUD with respect to conformance with the County's Comprehensive Plan Vision and Planning Principles.

Provide a comparative analysis summary of the proposed PUD with the "by-right" plan noting compliance and non-compliance issues with the applicable zoning, subdivision, and Comprehensive Plan regulations. Include suggestions for alternatives to the PUD plan elements to resolve non-compliance issues.

**Task 1. Budget Fee Estimate ..... $ 5,000.00**

**Task 2. Public Facilities: (Provided by Mid Atlantic Commercial)**

This task will constitute one of the bases for the Financial Impact analysis contained in Task 4. The methodology will blend a marginal costing method with an average costing method. Average costing is useful in determining public service costs on a per capita or per employee basis. However, when a major, mixed-use project is located in a heretofore rural community, there can be significant capital and operating costs incurred by the locality which can only be determined by analyzing the marginal public service needs of the new project. To this end, specific work elements will entail the following:

1. Review of the County's operating and capital budgets to establish a baseline of public services currently budgeted by the County in the provision of public services including:
    a. Law enforcement
    b. Fire protection
    c. Rescue services
    d. Marine patrol
    e. Schools
    f. Recreation
    g. Etc.

2. Review of the County's adopted budget to identify current County funding sources including:
    a. Real estate taxes
    b. Personal property taxes
    c. Business personal property taxes
    d. State cost sharing
    e. Federal cost sharing

3. Development of written questionnaires for and personal interviews with relevant County departments heads, constitutional officers and school officials to determine ideal levels of services and costs for such variables as:
    a. Sheriff's deputies and squad cars per number of County residents
    b. Fire and EMS personnel and vehicles per number of County residents
    c. Marine patrol services per number of registered watercraft
    d. Teachers and classrooms per number of students at elementary, middle and high school levels
    e. Recreational facilities per number of County residents

4. Applying ideal levels of service determined by step 3, above, develop a comparative matrix of projected operating and capital expenditures for the proposed PUD and "by-right" development on the subject property. This matrix will incorporate the following considerations:
    a. Increased operating costs incurred by the locality for both the PUD and the "by-right" development on an annual basis both during and at project build-

out. (This will be done using current dollars. Any projection of future inflation would be suspect, at best, and will not be employed in this analysis).

b. Increased capital expenditures for both the PUD and the "by-right" development on an annual basis both during and at project build-out (also using current dollars).

**Task 3. Project Phasing: (Provided by Mid Atlantic Commercial)**

Develop yearly residential and non-residential build-out estimates for the PUD based on historical data within the region for new home starts, home resales, and commercial growth and apply this estimate to the proposed timelines and phasing of the PUD. Provide recommendations as to alternative timelines and phasing.

**Task 4. Financial Impact: (Provided by Mid Atlantic Commercial)**

1. Analyze projected local revenues from both the PUD and the "by-right" development scenarios on an annual basis both during and at project build-out including:
   a. New residential tax revenues:
      i. Real estate taxes (based on projected sales prices )
      ii. Personal property taxes (based on County averages)
      iii. Vehicle decal fees (based on County averages)
   b. New business tax revenues:
      i. Real estate taxes (based on average per square foot valuations)
      ii. Business personal property taxes (based on avg. per sq. ft. values)
      iii. Local share of increased sales taxes (based on avg. sales per sq. ft.)

2. Develop Excel spreadsheets for both PUD and "by-right" scenarios that total increased revenues to the County from both residential and business sources on an annual basis during and at project build-out; increased County operating and amortized capital costs (based on input from County Finance Director and School Superintendent's office); and net fiscal impact for each year during and at project build-out (revenues minus expenses).

3. Develop a summary matrix that compares the increased revenues, costs and net fiscal impact of the proposed PUD to a "by-right" development

**Task 5. Economic Impact: (Provided by Mid-Atlantic Commercial)**

1. Analyze the employment impact of both the proposed PUD and the "by-right" development by utilizing:
    a. Estimates of construction jobs and prevailing construction wage rates based on interviews with local construction contractors
    b. Estimates of permanent jobs based on the proposed square footage of various types of commercial space proposed and applying standard estimates of jobs per square foot for each type of space (office, retail, industrial)
    c. Estimates of permanent job wage rates from published labor statistics
    d. Virginia Employment Commission employment and unemployment statistics to determine likely sources of labor

2. Estimate annual consumer expenditures within Northumberland and Lancaster Counties based on the estimated population of the project both during project development and at build-out by utilizing average per capital retail sales as reported by the Virginia Department of Taxation.

**Task 2, 3, 4, and 5: Budget Fee Estimate ..... $ 5,000.00**

**Task 6. Environmental Impact: (Provided by Kerr Environmental)**

Conduct an environmental analysis of the proposed PUD and by-right development using existing information to assess complexity of regulatory processes, schedule and, to extent possible, validity of impacts to wetlands, waterways, Chesapeake Bay Act compliance, protected species, historic resources and non-point source pollution relating to inland development and supporting infrastructure (to include water and wastewater analysis by AES), marina facility, dredging, and beach stabilization. We will also provide a summary of mitigation efforts likely needed. Indentify any environmental issues or regulatory programs not addressed by the Proposed PUD, or insufficiently addressed. Provide questions to the County that can be provided to the developer.

**Task 6 Budget Fee Estimate ..... $ 5,000.00**

**Task 7. Traffic: (Provided by DRW Consultants, LLC)**

A comprehensive evaluation of the impact of the proposed PUD and the "by-right" development options shall be conducted and coordinated with County staff and the Virginia Department of Transportation. This evaluation shall take into consideration previous consultant reports and subsequent recommendation by VDOT for infrastructure improvements and signalization specifically for Bluff Point Road and Jarvis Point Road at Route 200.

This Task would be broken down into two separate tasks:

**TRAFFIC FORECAST TASKS**

1. Peak Hour By Right Build Out. Traffic forecast for by right development build out required by RFP. The Vettra traffic study included only one development traffic forecast: build out as proposed.

**Budget Fee Estimate ..... $ 3,600.00**

2. Evaluation Of Vettra Build Out Forecast. VDOT comments indicated uncertainty about development inventory. This is only an issue if the proposed zoning documents allow more development than in the Vettra TIA development inventory. Trip generation and distribution appear reasonable. VDOT most recent comments did not question trip generation and distribution in TIA. <u>The permitted development inventory needs to be confirmed at the outset for traffic and all other issues.</u>

**Budget Fee Estimate ..... $ 1,200.00**

**TRAFFIC ANALYSIS TASKS**

1. Left and right turn lane warrant analysis. This was not included in Vettra TIA and is a fundamental measure of road needs independent of traffic level of service (LOS) info included in TIA. Recommended at the following intersections for by right and proposed build out:
    a. Rt. 200 (J. Dupont Memorial Highway) & Rt. 608 (Bluff Point Road)
    b. Rt. 608 (Bluff Point Road and Jarvis Point Road) & Rt. 669 (Bluff Point Road)
    c. All development access locations. (Note: Bluff Point/Navajo Road not recommended because volumes are extremely small).

**Budget Fee Estimate ..... $ 1,800.00**

2. Intersection traffic LOS and queuing at all locations above using Synchro and SimTraffic for both proposed and by right build out. Synchro and SimTraffic provide analysis measures not available with Highway Capacity Software (HCS) used in Vettra TIA.

**Budget Fee Estimate ..... $ 4,800.00**

3. For Two Lane Highway Analysis: evaluate two lane highway segment needs for existing and future based on VDOT subdivision and road standards. These criteria are sensitive to roadway width and shoulder criteria based on traffic volumes. These criteria will tend to require wider roads and probable need for right of way acquisition.

**Budget Fee Estimate ..... $ 1,200.00**

4. Report Preparation

**Budget Fee Estimate ..... incl'd in Task 9**

5. Meetings (2 days)

**Budget Fee Estimate ..... incl'd in Task 9**

**Task 8. Conditions: (Joint Effort)**

A thorough review of the draft conditions prepared by the County staff together with evaluation of the results of the various analyses for Tasks 1-7 shall be conducted and a report prepared containing recommendations for any additions, changes or deletion of conditions that may be an attachment to County approval of the PUD development.

**Task 8 Budget Fee Estimate ..... $ 1,200.00**

**Task 9. Reports: (Joint Effort)**

Reports shall be provided to the County to include Project initiation, receive and review documentation, site visit, bi-weekly progress reports (as required) and presentation to the Board.

**Task 9 Budget Fee Estimate ..... $ 5,000.00**

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**TOTAL FEE ESTIMATE ..... $ 33,800.00**

The above listed fees are intended as a budget estimate for the project. Our fee for this project shall be billed on a Time and Materials basis. We will invoice for our services on a monthly basis as the work progresses. We will keep the owner informed as the work progresses and will notify you on a monthly basis of the percent complete for each budget item. Any additional services requested by you, which are not included in the above Scope of Services, shall be billed on a time and material basis. We will notify you or your designee in advance of performing any additional work should conditions arise which change the scope of work and fee; and, we shall receive written approval before proceeding with any additional work beyond the Scope of Services listed above.

Thank you for the opportunity to propose our services. If you have any questions regarding this proposal or desire additional information, please contact us at your convenience. Please consider this letter with attachments a contract for the work specified above. Indicate your acceptance by signing in the space provided below and returning an executed copy to us. Your signature is also an acknowledgement of the terms outlined in the attached General Conditions Governing the Work and the Standard Billing Rate Schedule.

We look forward to working with you on this important project.

Sincerely,

AES Consulting Engineers

Donald G. James, P.E.

Vice President – Gloucester

Attachments:

1. General Conditions Governing the Work
2. Standard Billing Rate

Accepted by:

_____ _____
(Signature) (Date)

_____
(Title)

**AES CONSULTING ENGINEERS**
**GENERAL CONDITIONS GOVERNING THE WORK**
**(Effective October 1, 2006)**

The following General Terms and Conditions are made a part of this Contract and shall continue for the duration of the work described on the preceding pages:

1. The Client agrees to pay AES for work performed in accordance with the terms of the Contract, without regard to project viability. It is specifically understood and agreed that payment to AES is not dependent upon the Client receiving funding from any other source. This Contract is not assignable to others without the written consent of AES.

2. All opinions and conclusions of AES, whether written or oral, and any plans, specific items or other documents and services provided by AES are for the sole use and benefit of the client. AES documents (including digital files) are protected by law and copyrighted; they may not be provided to any other person or entity without the prior written permission of AES.

3. The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AES, its officers, directors and employees, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the work and that of its Contractor(s), subcontractor(s) or consultants, or any party to whom the Client is legally liable. Neither AES nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

4. Fees quoted are valid for thirty (30) days from the date of the proposal. If this Contract is subjected to a suspension of work for a period of thirty (30) days or longer, AES reserves the right to renegotiate the Contract.

5. Fees for work requested but not specifically described in this Contract will be billed in accordance with the Standard Billing Rate Schedule in effect when the services are performed as additional services. Additional services include, but are not limited to the following:

   a. Copies of prints, specifications and project drawings other than those provided for review and approval by the Client.
   b. Any modification of design, construction documents or field work by the Client or his representatives which has been previously approved or completed.
   c. Resetting of stakes, pins and other survey markers disturbed or destroyed by any party.
   d. Reproducible copies of original documents and electronic files.
   e. Suspension or Termination of the Work: Work is suspended upon receipt of Client's written notice. If the suspension is not at a conclusion of a Contract phase, the unbilled work performed to that date will be invoiced as additional services.
   f. Other fees for work not specifically described in the Contract/Proposal.

6. Electronic/Digital Files are a separate fee-based item. If made available, and paid for by client, electronic/digital files are for the purposes of the present Contract only. Digital/electronic files shall not be offered or provided to any other firm or individual without the specific written consent of a licensed representative of AES. Digital files are copyrighted and the sole property of AES; alteration, modification and replication of these files is strictly prohibited. Digital files are provided as a courtesy; only hard copy drawings and or plats marked with a signed professional seal constitute legally binding documents. Due to the ease of alteration, whether intentional or inadvertent, of information and data in electronic file formats, hard copy files prevail. Further, Client agrees to protect and indemnify AES from claims, costs, losses or damages resulting from use of digital files. AES reserves the right to retain original tapes, disks and other forms of electronic data.

7. All fees charged by local and state agencies for permits and/or review of plans or plats are **not** the responsibility of AES, and, **if** advanced by AES, will be invoiced at cost plus 10% to the Client.

8. All subcontract work (such as aerial topography, soil borings, sub-surface locations, environmental investigations, septic field studies, and the like) shall be excluded from this Contract unless specifically stated otherwise.

9. Account balances are due and payable on receipt. Client shall notify AES, within ten days of receipt of any invoice, of any disagreement with said invoice. All fees not received by AES within thirty (30) days after the invoice date shall incur a late payment/rebilling fee of (1-1/2%) per month on the unpaid balance, or a minimum monthly late payment/rebilling fee of $10.00, whichever is greater. Should an account balance remain unpaid sixty (60) days after the original invoice date, AES may stop all work, hold all work products, and institute legal action to collect all unpaid fees due. The Client agrees to pay all costs, including reasonable attorney's fees, incurred by AES in collecting balances due.

10. Client agrees to the jurisdiction of the Circuit Court in the City of Williamsburg and the County of James City with regard to any proceeding arising from this contract and acknowledges that venue shall be proper in such Court. This contract is governed by the Laws of the Commonwealth of Virginia.

11. AES acknowledges that policies of industry-acceptable insurances are in force for professional, general automobile and workers compensation liability. Certificates of insurance naming client are available upon written request to AES.

**AES CONSULTING ENGINEERS**
**STANDARD BILLING RATE SCHEDULE**
**FOR MIDDLE PENINSULA**
**Effective Calendar Year 2011**

| | Personnel | Hourly Rate |
|---|---|---|
| 1. | Senior Principal | $125.00 |
| 2. | Principal | $110.00 |
| 3. | Senior Project Manager | $105.00 |
| 4. | Project Manager / Survey Manager | $100.00 |
| 5. | Senior Project Engineer | $95.00 |
| 6. | Project Engineer / Surveyor | $90.00 |
| 7. | Staff Engineer / Surveyor | $80.00 |
| 8. | Senior Designer | $75.00 |
| 9. | Designer | $60.00 |
| 10. | Clerical / Technician | $45.00 |
| 11. | Field Survey Crew | $105.00 |

**Other Services:**

1. Subcontract Services and Purchases – Cost plus 10%.

2. Expert Witness/Litigation Support – Hourly Rate plus 25%.

3. Printing:
   a. Plans: Prints $.35/square foot
   Mylar $1.50/square foot
   Color $4.00/square foot

   b. Photo Copies: $.15/sheet (single-sided) for 8-1/2"x11" and 8-1/2"x14"
   $.25/sheet (double-sided) for 8-1/2"x11", 8-1/2"x14", and 11"x17"
   $1.00/sheet (color) 8-1/2"x11", 8-1/2"x14"
   $2.00/sheet (color) 11"x17"

4. Application and Submittal Fees (if advanced by AES) – Cost plus 10%.