

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Contract Award for Architecture and Engineering services</p> <p><u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Lyn Wrigley, Procurement Specialist</p>	<p><u>AGENDA DATE:</u> December 14, 2023</p> <p><u>FORMAL AGENDA:</u> <u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p>
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Background:

Upon being notified that the 25% reimbursement from the state had been approved, a Request for Proposal, RFP, was published for architecture and engineering services September 1, 2023. The RFP was issued to provide an updated estimate of A&E services for the renovation and expansion. The new estimate would be provided to each jurisdiction in order to make an informed decision regarding interim-financing.

The following qualified firms were notified of the RFP:

- Thompson & Litten (T&L) - Roanoke
- Dewberry Design - Fairfax
- Wiley Wilson - Lynchburg
- Marshall Craft Associates (MCA) - Richmond
- Guernsey Tingle - Norfolk
- RRMM – Norfolk
- Moseley Architects - Richmond

Moseley Architects, Moseley, were ultimately the only firm to submit a proposal for consideration. At the completion of the RFP process, Moseley was selected to provide A&E services for the planned renovation and expansion.

Moseley is thoroughly familiar with local and state laws, as well as national guidelines governing the housing of adult offenders. Their portfolio includes planning and design services for over 180 detention facilities in the last 10 years, 83 of which are in Virginia. As a result of this extensive experience, *Building Design & Construction* recently ranked their firm fifth among 80 justice facility architectural and engineering firms in the nation.

In addition they have partnered with Albemarle County, Nelson County, and the City of Charlottesville for more than 25 years on dozens of government facility renovations and studies. Based on this experience they are thoroughly familiar with local codes and regulations in the counties and the city.

Current Situation:

If the Board approves the interim-financing, they will then be asked to approve the attached contract for A&E services with Moseley.

Recommendation:

Approve to proceed with contract for architectural and engineering services with Moseley Architects.



CONTRACT #2024-100623-01
Moseley Architects, PC
3200 Norfolk Street
Richmond, VA 23230

ALBEMARLE CHARLOTTESVILLE REGIONAL JAIL
160 Peregory Lane
Charlottesville, VA 22902

This Agreement (the “Agreement” or “Contract”) made and entered into on this 1st day of January 2024, between Moseley Architects (“Architect”) and the Albemarle Charlottesville Regional Jail Authority (“ACRJ”), collectively, the Parties.

Now, therefore, the Parties hereby agree, in consideration of the mutual covenants and stipulations set forth below as follows:

1. **Scope of Services**: Architect agrees to provide all such architectural and engineering services as specified in the ACRJ Request for Proposals RFP 2024-100623-01 hereby incorporated in its entirety by reference and made a part of this Agreement as Exhibit A, and as modified by the Architect’s detailed scope of Services contained in Architect’s Proposal dated October 6, 2023 and Architect’s Cost of Services Proposal dated October 24, 2023 and revised October 27, 2023 including any addenda and which are both hereby incorporated in by reference and made a part of this Agreement as Exhibit B.
2. **Incorporation of Documents and Order of Precedence**: In the event that a conflict or ambiguity exists or is created between this Agreement, the RFP, or Contractor’s proposal, the terms of this Agreement first, the Architect’s Proposal second, and the RFP third, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. **Payment/Consideration Schedule**: In consideration of the Services to be performed by Architect, as set forth in the section entitled, “Scope of Services,” the ACRJ agrees to pay Architect for completed and accepted Services as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the ACRJ. A valid invoice shall be an invoice submitted for completed and accepted Services and shall include total fixed fee amount by task in accordance with Exhibit B of the Contract Exhibit B, total invoicing to date, previous invoice amount, current invoice amount, and percentage complete with the tasks listed in accordance with Exhibit B of the Contract Exhibit B, attached hereto not to exceed \$4,150,380.00.
4. **Term**: The term of this Contract shall commence on the 1st day of January, 2024 and terminate after final completion of project estimated May 2026. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.
5. **Non-Appropriation**: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the ACRJ’s fiscal year, are subject to its approval and ratification by the ACRJ and appropriation by them of the necessary money (if applicable) to fund said contract for each succeeding year. In the event funds are required but not appropriated and budgeted in any fiscal year for payments due under this Agreement, the ACRJ shall immediately notify Architect of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the ACRJ of any kind whatsoever. In the event of such termination, Architect shall be paid such amount out of funds that have been actually appropriated, if there are any funds remaining, to compensate Architect for the

services satisfactorily completed, and accepted by ACRJ, at the time of termination.

6. Not Used.
7. Faith-based Organizations: ACRJ does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Architect agrees as follows:
 - A. Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
 - B. Architect, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Architect is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. Architect shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Architect agrees to:
 - A. Provide a drug-free workplace for Architect's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Architect's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Architect agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Architect shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Architect shall submit proof of such registration to the ACRJ. Additionally, Architect shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.
12. Compliance with All Laws: Architect shall comply with all applicable federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of Services set forth herein. Architect represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of Services.

13. Business License Requirement: If Architect is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the ACRJ Department of Finance. Architect covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Architect shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Architect's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the ACRJ and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Architect pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The ACRJ's employees, agents, or authorized representatives shall have access to the Architect's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Architect shall for any reason or through any cause be in default of the terms of this Agreement, the ACRJ may give Architect written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Architect shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Architect to cure the default, ACRJ may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Architect shall withdraw its personnel and equipment, cease performance of any further Services under the Agreement, and turn over to the ACRJ any Instruments of Service in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by ACRJ, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The ACRJ may at any time, and for any reason, terminate this Agreement by written notice to Architect specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Architect shall be paid such amount as shall compensate Architect for the Services satisfactorily completed, and accepted by ACRJ, at the time of termination. If ACRJ terminates this Agreement without cause, Architect shall withdraw its personnel and equipment, cease performance of any further Services under this Agreement, and turn over to ACRJ any Services completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for ACRJ.
19. Indemnification and Hold Harmless: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ACRJ, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees, to the extent

caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect shall not be obligated to indemnify the ACRJ for the ACRJ's own negligence or for the negligence of others to whom the Architect is not legally liable.

20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for ACRJ shall be addressed as follows:

Martin Kumer
Superintendent
160 Peregory Lane
Charlottesville, VA 22901

With a copy to:

Lyn Wrigley,
Purchasing Agent
160 Peregory Lane
Charlottesville, VA 22901

Notices for Architect shall be addressed as follows:

Anthony J. Bell III, AIA
Vice President
Moseley Architects P.C.
3200 Norfolk Street
Richmond, VA 23230

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Architect shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Architect nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the ACRJ. Nothing in this section shall be deemed to absolve or otherwise limit the Architect's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of ACRJ to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Architect with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the ACRJ's right to demand strict compliance with the terms of this Agreement.

24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Contract Claims by Architect: Prompt knowledge by the ACRJ of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the ACRJ and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the ACRJ with notice of the Architect's intention to file a claim which (i) describes the act or omission by the ACRJ or its agents that the Architect contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the ACRJ Department of Finance within 20 days of the time of the occurrence or beginning of the Services upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Architect to result from its acting on an order from the ACRJ, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Architect. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The ACRJ will review the claim and render a final decision in writing within thirty (30) days of receipt of Architect's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
27. Claims for Extra Compensation: If Architect encounters Services not included in this Agreement or any supplement thereto but which in the opinion of Architect is necessary for the successful completion of the Agreement and requires extra compensation, Architect shall, before it begins the Services on which it bases its claim, promptly notify the Purchasing Office of the ACRJ Department of Finance in writing of its intention to perform the Services and to make claim for extra compensation. Notification by Architect under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the ACRJ shall promptly review any claim for extra compensation. If a claim is accepted by the ACRJ, it shall be paid as extra Services in accordance with the terms of a supplemental agreement executed by the parties before such Services is begun. The amounts claimed as extra compensation by Architect shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the ACRJ to analyze the need for the extra Services and the costs claimed for the Services.
28. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Architect shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the ACRJ; or, shall notify the ACRJ and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Architect shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Architect shall provide the ACRJ with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. Insurance: Architect agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:
 - A. Workers' Compensation Insurance of not less than \$500,000.

- B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- D. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000).

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the ACRJ, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the ACRJ. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the ACRJ may be approved. Architect shall furnish the ACRJ with certificate of insurance showing Architect's compliance with the foregoing requirements.

For all insurance coverage except Workers' Compensation and Professional Liability, ACRJ and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

Architect hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

ACRJ'S ACCEPTANCE

ARCHITECT'S ACCEPTANCE

Albemarle Charlottesville Regional Jail, Virginia

Moseley Architects, PC

SIGNATURE _____

SIGNATURE  _____

NAME (type/print) Martin Kumer

NAME (type/print) Anthony J. Bell III

TITLE Superintendent

TITLE Vice President

DATE _____

DATE December 5, 2023

**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
EXECUTIVE SUMMARY**

<p><u>AGENDA TITLE:</u></p> <p>APPROVING THE ISSUANCE OF JAIL FACILITY REVENUE OBLIGATION</p> <p><u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Ann Shawver, Financial Consultant</p>	<p><u>AGENDA DATE:</u> December 14, 2023</p> <p><u>FORMAL AGENDA:</u> <u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p>
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Background:

During the County of Albemarle Board meeting held on November 15, 2023, the Board members unanimously approved the Support Agreement included in the Board packet.

During the County of Nelson Board meeting held on November 16, 2023, the Board members unanimously approved the Support Agreement included in the Board packet.

During the City of Charlottesville Council meeting held on November 20, 2023, Council members unanimously approved the Support Agreement included in the Board packet.

Current Situation:

Dan Siegal, Sands Anderson, bond counsel for the Board Authority has prepared and will discuss the attached Resolution to be considered by Jail Board Authority in order for the Board to approve the issuance of Jail Facility Revenue Obligation.

Recommendation:

Approve the recommendation as discussed and included in the attached Resolution.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ALBEMARLE-
CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
APPROVING THE ISSUANCE OF
JAIL FACILITY REVENUE OBLIGATION**

WHEREAS, the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**) is a public instrumentality of the Commonwealth of Virginia, created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**) by resolutions duly adopted by the governing bodies of the County of Albemarle (**“Albemarle County”**), the County of Nelson (**“Nelson County”**) and the City of Charlottesville, Virginia (**“Charlottesville” and collectively with Nelson County and Albemarle County, the “Member Jurisdictions”**) for the purpose of developing regional jail facilities, in particular, the regional jail joint security complex located at 1600 Avon Street Extended, Charlottesville, Virginia (**the “Regional Jail”**) to be operated on behalf of the Member Jurisdictions by the Authority;

WHEREAS, the Authority and the Member Jurisdictions have entered into an Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**), in which the Authority has agreed to, design, construct, equip and operate the Regional Jail and obtain financing therefor.

WHEREAS, the Authority has been authorized by the General Assembly of the Commonwealth of Virginia in 2023 to obtain significant funding (**the “Commonwealth Funds”**) for eligible costs of certain improvements to the Regional Jail (**the “Improvements”**);

WHEREAS, the Authority proposes to issue a series of financing, including but not limited to, interim financing relating to the design and construction of the Improvements to the Regional Jail and subsequently issue its revenue notes and bonds to provide longer term financing of the same (**the “Obligations”**) a portion of which Obligations are to be repaid with the Commonwealth Funds;

WHEREAS, the Authority’s financial advisor, Davenport & Company LLC (**the “Financial Advisor”**) has advised the Authority that an interim financing of the Obligations would be in the best interests of the Authority given current market conditions and preliminary nature of cost estimates for the Improvements;

WHEREAS, Section 3.1 of the Service Agreement provides that in order for the Authority to issue the Obligations, the governing bodies of each of the Member Jurisdictions are required to approve of the issuance thereof;

WHEREAS, the Member Jurisdictions have approved the issuance of the Obligations pursuant to resolutions adopted on November 15, 2023 by the Board of Supervisors of Albemarle County, on November 16, 2023 by the Board of Supervisors of Nelson County and on November 20, 2023 by the City Council of Charlottesville;

WHEREAS, the Authority desires to issue its tax-exempt revenue note in an estimated maximum principal amount of \$4,500,000, the proceeds of which, together with other available funds, are expected to be sufficient to finance a portion of the initial costs of the design and engineering of the Improvements;

WHEREAS, the Authority directed its Financial Advisor to prepare a Request for Proposals (**the “RFP”**) to obtain funding proposals to finance a portion of the initial costs of the Improvements;

WHEREAS, the Financial Advisor has received the responses to the RFP, and, after reviewing the responses, the Financial Advisor has recommended that the Authority authorize the Chairman or Vice Chairman of the Authority to select the proposal from First National Bank (**the “Lender”**), subject to the parameters set forth herein (**the “Recommended Proposal”**);

WHEREAS, the Authority has reviewed each of the responses and recommendations from the Financial Advisor and has determined to issue and sell its Tax-Exempt Revenue Note, Series 2023 (**the “Note”**) in the principal amount of up to \$4,500,000 to the Lender to evidence its loan of monies to fund a portion of the initial costs of the Improvements;

WHEREAS, the Authority proposes to use the proceeds of the Note to pay a portion of the initial costs of the Improvements (including the issuance costs of the Note) to be secured by payments of Facilities Charges (as defined in the Service Agreement) net of Operating Expenses (as defined in the Service Agreement) by the Member Jurisdictions all pursuant to the Service Agreement (**collectively, such payments and revenues are referred to as the “Revenues”**), as contemplated in the Recommended Proposal;

WHEREAS, there have been presented to this meeting drafts of the following documents (**the “Documents”**) which the Authority proposes to execute to carry out the transactions described above, copies of which shall be filed with the records of the Authority:

- (a) The Note Purchase and Financing Agreement, dated as of December 1, 2023 (**the “Note Purchase and Financing Agreement”**) between the Authority and the Lender pursuant to which the Note is to be issued;
- (b) Specimen Note; and
- (c) Support Agreement with each Member Jurisdiction (**the “Support Agreement”**)

BE IT RESOLVED BY THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY:

1. The Authority hereby agrees and selects the Recommended Proposal, subject to the following parameters: (a) the principal amount of the Note shall not exceed \$4,500,000, (b) the original term of the Note shall not extend beyond January 15, 2027 and (c) the annual interest rate on the Note shall not exceed 4.49%, subject to adjustment in an event of taxability. The Authority hereby instructs the Financial Advisor and Sands Anderson, PC as Bond Counsel to take all such

action as necessary or appropriate to conclude the financing as set forth in the Recommended Proposal by the issuance of the Note of the Authority and the purchase of such Note by the Lender, to evidence the loan of monies to finance a portion of the initial costs of the Improvements and to pay cost of issuance of such financing.

2. The following plan for financing is approved. The Authority shall use the proceeds from the issuance of the Note to finance a portion of the initial costs of the Improvements. The obligation of the Authority to pay principal and interest on the Note will be limited to payments from Revenues. The Note will be secured by Revenues of the Authority.

3. The Chairman or Vice Chairman of the Authority, or either of them, is hereby authorized and directed to execute the Note Purchase and Financing Agreement and the Support Agreement with each Member Jurisdiction and such other documents as are necessary to finance a portion of the initial costs of the Improvements.

4. The Chairman or Vice Chairman of the Authority, either of whom may act, are hereby authorized and directed to execute the Note by manual or facsimile signature, and the Secretary or Clerk is hereby authorized and directed to affix the seal of the Authority, if any, to or print a facsimile thereof on the Note and attest the same by manual or facsimile signature, and the officers of the Authority are hereby authorized and directed to deliver the Note to the Lender as noteholder for authentication and delivery upon terms set forth in the Recommended Proposal and the Note Purchase and Financing Agreement.

5. The Authority appoints the Clerk of the Authority as paying agent and registrar (**the “Registrar”**) for the Bond. If deemed to be in its best interest, the Authority may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Authority shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Authority, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, premium, if any, and interest, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each interest payment date.

6. The Documents shall be in substantially the forms submitted to this meeting, which are hereby approved, with such completions, omissions, insertions, changes and revisions as may be approved by the officer executing them in his or her sole and absolute discretion, his or her execution thereof to constitute conclusive evidence of his or her approval of any such completions, omissions, insertions, changes and revisions, including, but not limited to the payment dates, dated

dates, redemption terms and maturity date.

7. The officers of the Authority are hereby authorized and directed to execute, deliver and file all certificates and documents and to take all such further action as they may consider necessary or desirable in their sole and absolute discretion in connection with the issuance and sale of the Note, including without limitation (a) execution and delivery of a certificate setting forth the expected use and investment of the proceeds of the Note to show that such expected use and investment will not violate the provisions of Section 148 of the Internal Revenue Code of 1986, as amended (**the “Code”**), and regulations thereunder, applicable to “arbitrage bonds,” (b) making any elections, at the request of the Authority that such officers deem desirable regarding any provision requiring rebate to the United States of “arbitrage profits” earned on investment of proceeds of the Note, (c) entering into any escrow agreement with the Lender as escrow agent or its designee for deposit, investment and disbursement of proceeds of the Note, if required or deemed appropriate, and (d) filing Internal Revenue Service Form 8038-G, and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Note and the undertaking of the design and construction of the Improvements.

8. The Authority represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code or otherwise cause the interest on the Note to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the Authority shall comply with any provision of law that may require the Authority at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the sale of the Note.

9. The Authority has determined to authorize the Chairman or Vice Chairman of the Authority, and the Authority’s fiscal agent, either of whom may act, if and as necessary, to utilize the State Non-Arbitrage Program or SNAP in connection with the investment of the proceeds of the Note.

10. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

11. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Note and the undertaking of the design and construction of the Improvements are hereby approved and ratified.

12. This Resolution shall constitute an “official declaration of intent to reimburse original expenditures with proceeds of an obligation” pursuant to Section 1.150-2 of the U.S. Treasury Regulations. The project to be reimbursed from such proceeds is a portion of the initial costs of the Improvements and the maximum principal amount of obligations expected to be issued for the portion of the initial costs of the Improvements is not expected to exceed the total amount of the Note.

13. The Authority hereby designates the Note as a “qualified tax-exempt obligation”

for the purpose of Section 265(b)(3) of the Code. The Authority does not reasonably anticipate issuing more than \$10,000,000 in qualified tax exempt obligations during calendar year 2023 and the Authority will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code during such calendar year.

14. This resolution shall take effect immediately.

ADOPTED: This 14th day of December, 2023.

The members of the Authority Board voted as follows on the adoption of this Resolution:

<u>Authority Member</u>	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstentions</u>
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CERTIFICATE

I, _____, the undersigned Clerk of the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**), hereby certifies that attached hereto is a true, correct and complete copy of a Resolution adopted by the Authority during an open meeting on December 14, 2023, which Resolution has not been amended, modified or repealed as of the date hereof.

Clerk
Albemarle-Charlottesville Regional Jail Authority

**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
EXECUTIVE SUMMARY**

<p><u>AGENDA TITLE:</u> Results of Interim Financing Request for Proposal</p> <p><u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Lyn Wrigley, Procurement Specialist Ann Shawver, Financial Consultant</p>	<p><u>AGENDA DATE:</u> December 14, 2023</p> <p><u>FORMAL AGENDA:</u> <u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p>
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Background:

On November 8, 2023 a Request for Proposal, RFP, was issued to solicit bids for a direct bank loan evidenced by the Authority’s Series 2023 Tax-Exempt Revenue Note, also referred to as interim-financing in previous meetings and documentation.

The results of the RFP will establish the terms related to interim-financing. This information will allow the Board to make an informed decision regarding cost of financing the design portion of the renovation.

Current Situation:

Davenport Financial and Sands Anderson will present details and their recommendation from the RFP.

If the Board approves the recommended terms as presented, a work group consisting of administrative staff from each jurisdiction and other as determined to be appropriate and necessary to finalize the borrowing. The work group is expected to convene and finalize the process prior to December 31, 2023.

Recommendation:

Approve recommended results from the RFP as determined and presented by Davenport Financial and Sands Anderson.

Presentation to Albemarle-Charlottesville Regional Jail Authority

Albemarle-Charlottesville Regional Jail Authority: Request for Proposals Results



December 14, 2023

Overview



- On behalf of Albemarle-Charlottesville Regional Jail Authority (the “Authority”), Davenport & Company LLC (“Davenport”) distributed a request for proposals (“RFP”) to local, regional, and national banks for a Tax-Exempt Revenue Note (the “2023 Note”) in an amount not to exceed \$4.5 Million, that would provide interim funding for costs relating to the design and construction of the Jail Renovation Project (the “Project”) and all related issuance costs.
- In order to provide the Authority maximum flexibility, the RFP requested bidders submit proposals for two structure options:
 - **Structure Option 1:** Draw-down, non-revolving, line of credit revenue note; and,
 - **Structure Option 2:** Bond anticipation revenue note (i.e. all proceeds drawn at closing).
- On December 6, 2023, the Authority received proposals from two banks:
 - 1) First National Bank; and,
 - 2) M&T Bank.
- A comparison of these proposals has been provided on the following page.



Proposal Comparison

- We have shown below a comparison of the key terms and conditions provided in the two proposals received, as well as the estimated annual interest costs of each proposal.

	First National Bank	M&T Bank
Amount:	\$4,500,000	\$4,500,000
Structure Option 1		
Proposed Interest Rate ⁽¹⁾	4.49%	Variable: 5.74% as of 12/6 ⁽¹⁾
Annual Interest Cost ⁽²⁾	\$202,050	\$258,300
Structure Option 2		
Proposed Interest Rate ⁽³⁾	4.49%	5.20% ⁽³⁾
Annual Interest Cost ⁽²⁾	\$202,050	\$234,000
Key Terms & Conditions		
Prepayment	Whole/Part, Any Time, No Penalty	Whole/Part, Any Time, No Penalty
Security	Net Revenue Pledge; support agreement from each Member Jurisdiction for the 2023 Note.	Net Revenue Pledge; support agreement from each Member Jurisdiction for the 2023 Note.
Other Fees	\$5,000 Legal Fees	\$4,500 Legal Fees

(1) M&T Bank Variable interest rate formula: $((1\text{-month SOFR rate} + 200\text{bp}) * 0.78)$

(2) Annual Interest Cost assumes a \$4,500,000 par amount with all proceeds drawn at closing.

(3) M&T Bank can only provide an indicative interest rate until a commitment letter and rate lock letter are executed by the Authority.

- Please Note: Annual interest cost for **Structure Option 1** may be lower if the Authority does not draw all proceeds of the 2023 Note. Under **Structure Option 1**, the Authority would only pay interest on the drawn balance of the 2023 Note, and could draw funds as / when needed.



Recommendation & Next Steps

- Davenport respectfully recommends that the Authority move forward with First National Bank’s proposal for **Structure Option 1** because it meets all of the Authority’s goals and objectives for the financing, including:
 - Achieving the lowest all-in cost of funding with a fixed interest rate 0.71% lower than M&T’s lowest proposal;
 - Preferred structure of a draw-down, non-revolving, line of credit, for no additional interest cost; and,
 - An interest rate proposal fixed through the anticipated closing date of December 21, 2023.

Timing	Action
December 14	Authority Board Meeting: <ul style="list-style-type: none">■ Davenport presents results of RFP Process for Interim Financing to Authority Board.■ Authority Board considers selecting winning proposer and authorizing interim-funding.■ Award Architect/Engineer contract if interim-funding is approved.
December 14 – December 21	Working Group coordinates to finalize loan documents, Member Jurisdiction support agreements and numbers.
December 21	Close on Interim Funding.



Part 1: Interim Financing – Timetable

Task	Date	
Authority Board is notified that the General Assembly has been approved for 25% reimbursement.	September 2023	✓
Jail issues RFP for Architecture and Engineering services	September 2023	✓
Jail selects Architecture and Engineering firm and negotiates costs of services. Contract to be awarded at December Authority Board meeting if interim-financing is approved.	Early November 2023	✓
Davenport distributes RFP (“Request for Proposals”) for interim-financing to local, regional and national lending institutions.	Early November 2023	✓
Davenport presents resolution to member jurisdictions approving the Authority Board to seek interim-financing.	Mid-November 2023	✓
RFP responses due to Davenport.	Early-December 2023	✓
Davenport presents results of RFP Process for Interim Financing to Authority Board.	December 14, 2023	
Award Architect/Engineer contract if interim-funding is approved.	December 14, 2023	
Close on Interim Financing.	December 2023	



Part 2: Permanent Financing/GAN – Timetable

Task	Date
Close on Interim Financing.	December 2023
Design phase begins with community and stakeholder engagement.	February 2024- February 2025
Complete Construction Documents/Secure County Design Approvals.	February 2025
Authority Board approves final design	March 2025
Advertise for Construction Bids.	March 2025
Receive Construction Bids.	April 2025
Negotiate Construction Contract.	April 2025
Davenport presents resolution to member jurisdictions approving the Authority Board to seek permanent financing.	April - May 2025
Davenport presents results of RFP Process for Grant Anticipation Note and permanent financing to Authority Board for approval	May 2025
Grant Anticipation Note issued to fund costs eligible for reimbursement; Permanent Financing issued to fund remainder of Project Costs and permanently finance 2023 BAN.	June 2025
Notice to Proceed (Construction).	June 2025
Final Completion of Project.	June 2027* TBD
Repayment of GAN from receipt of Commonwealth Grant.	June 2027

Richmond – Headquarters

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Disclaimer



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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01/01/2023 AA/SG/RK/CR



Albermarle-Charlottesville Regional Jail Authority
TERM SHEET
RFP Dated December 6, 2023

- Amount:** Up to \$4,500,000. Additional funding will be considered if requested.
- Interest Payments:** Due semi-annually on January 15 and July 15, commencing July 15, 2024, through Final Maturity.
- Principal Payment:** Due at Final Maturity.
- Final Maturity:** January 15, 2027
- Interest Rate:** Tax-Exempt, Bank Qualified; 4.49% Fixed for 3 years.

Interest will be calculated using a 30/360 day year base.
- Drawdown:** Option 1: Draw-down, non-revolving, line of credit revenue note; or
Option 2: Bond anticipation revenue note. All proceeds drawn at closing.
- Purpose:** To be used to provide interim funding for Architectural & Engineering Costs related to the design and construction of the Authority's Jail Renovation Project.
- Optional Redemption:** No prepayment penalty.
- Security:** The 2023 Note will be secured by a pledge of the Authority's Net Revenues. The Service Agreement requires the Member Jurisdictions to consider supplemental appropriations to remedy any shortfall in debt service payments in accordance with their Facilities Charge Allocation. The Member Jurisdictions will be requested to provide support agreements to further memorialize such undertaking.
- Bank Costs:** The Authority to cover costs of Bank Counsel up to \$5,000.00.
- Direct Bank Loan:** Proposal is presented as a direct bank loan evidenced by the 2023 Note issued by First National Bank.
- Ongoing Disclosure:** The County will provide, or make available on its website, audited financial statements and a budget report annually.
- Award:** The Authority Board will make the formal award.
- Closing:** Closing is expected to take place on or before Thursday, December 21, 2023. Rates are subject to modification if the Bond has not closed by that time. The opinion(s) of Bond Counsel will be delivered at closing.

Disclaimer

This Term Sheet is presented to the above-referenced borrower in connection with a credit facility proposed by First National Bank. This Term Sheet describes the basic terms proposed to be included in loan documents between the Bank and the borrower. This Term Sheet is for discussion purposes and does not purport to summarize all of the conditions, covenants, representations, warranties, events of default or other provisions that may be contained in documents required to consummate this financing.

This Term Sheet is confidential and may not be disclosed to third parties without prior consent of the Bank

**RESOLUTION OF THE BOARD OF SUPERVISORS OF ALBEMARLE COUNTY,
VIRGINIA, APPROVING THE ISSUANCE OF OBLIGATIONS FOR
IMPROVEMENTS TO THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL
AUTHORITY FACILITIES**

WHEREAS, the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**) by resolutions duly adopted by the governing bodies of the County of Albemarle (**the “County”**), the County of Nelson and the City of Charlottesville, Virginia (**collectively, the “Member Jurisdictions”**) for the purpose of developing regional jail facilities, in particular, the regional jail joint security complex located at 1600 Avon Street Extended, Charlottesville, Virginia (**the “Regional Jail”**) to be operated on behalf of the Member Jurisdictions by the Authority;

WHEREAS, the Authority and the Member Jurisdictions have entered into an Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**), in which the Authority has agreed to, design, construct and equip the Regional Jail and obtain financing therefor.

WHEREAS, the Authority has been authorized by the General Assembly of the Commonwealth of Virginia in 2023 to obtain significant funding (**the “Commonwealth Funds”**) for eligible costs of certain improvements to the Regional Jail (**the “Improvements”**);

WHEREAS, the Authority proposes to issue a series of financing, including but not limited to, interim financing relating to the design and construction of the Improvements to the Regional Jail and subsequently issue its revenue notes and bonds to provide longer term financing of the same (**the “Obligations”**) a portion of which Obligations are to be repaid with the Commonwealth Funds;

WHEREAS, the Authority’s financial advisor, Davenport & Company LLC has advised the Authority that an interim financing of the Obligations would be in the best interests of the Authority given current market conditions and preliminary nature of cost estimates for the Improvements;

WHEREAS, Section 3.1 of the Service Agreement provides that in order for the Authority to issue the Obligations, the governing bodies of each of the Member Jurisdictions are required to approve of the issuance thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBEMARLE, VIRGINIA:

1. It is determined to be in the best interests of the County and its citizens for the Board of Supervisors as the governing body of the County, to approve the Authority’s issuance of the Obligations for interim financing of the Improvements in amount not to exceed \$4,500,000 by adoption of this resolution.

2. In consideration of the Authority's undertakings with respect to the issuance of the Obligations, the Chair or Vice-Chair of the Board of Supervisors, is hereby authorized and directed to execute and deliver such instruments and certificates as deemed appropriate and necessary for the issuance of such Obligations by the Authority, including but not limited to a support agreement or agreements relating to its obligations as a Member Jurisdiction under the Service Agreement.
3. The County Executive is hereby authorized and directed to take all proper steps on behalf of the County as may be required, in accordance with the plan of financing set forth above, including, but not limited to, certificates and documents relating to the issuance of the Obligations and the above-referenced support agreement or agreements.
4. Nothing contained herein is or shall be deemed to be a lending of the credit of the County to the Authority, or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County.
5. All actions previously taken by representatives or agents of the County in furtherance of the plan of financing of the Improvements and the issuance of the Obligations are hereby ratified and approved.
6. This resolution shall take effect immediately.

Adopted this 15 day of November, 2023.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Albemarle, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on November 15, 2023, by the Board of Supervisors with the following votes:

Aye: Ms. Diantha McKeel, Ms. Donna Price, Mr. Jim Andrews, Mr. Ned Gallaway, Ms. Bea LaPisto-Kirtley, Ms. Ann Mallek

Nay: None

Abstentions: None

Signed this 15 day of November, 2023.

By: Claudette H. Brizer
Clerk, Board of Supervisors

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE,
VIRGINIA, APPROVING THE ISSUANCE OF OBLIGATIONS FOR
IMPROVEMENTS TO THE ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL
AUTHORITY FACILITIES**

WHEREAS, the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**) by resolutions duly adopted by the governing bodies of the County of Nelson , the County of Albemarle and the City of Charlottesville, Virginia (**the “City” and, collectively, the “Member Jurisdictions”**) for the purpose of developing regional jail facilities, in particular, the regional jail joint security complex located at 1600 Avon Street Extended, Charlottesville, Virginia (**the “Regional Jail”**) to be operated on behalf of the Member Jurisdictions by the Authority;

WHEREAS, the Authority and the Member Jurisdictions have entered into an Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**), in which the Authority has agreed to, design, construct and equip the Regional Jail and obtain financing therefor;

WHEREAS, the Authority has been authorized by the General Assembly of the Commonwealth of Virginia in 2023 to obtain significant funding (**the “Commonwealth Funds”**) for eligible costs of certain improvements to the Regional Jail (**the “Improvements”**);

WHEREAS, the Authority proposes to issue a series of financing, including but not limited to, interim financing relating to the design and construction of the Improvements to the Regional Jail and subsequently issue its revenue notes and bonds to provide longer term financing of the same (**the “Obligations”**) a portion of which Obligations are to be repaid with the Commonwealth Funds;

WHEREAS, the Authority’s financial advisor, Davenport & Company LLC has advised the Authority that an interim financing of the Obligations would be in the best interests of the Authority given current market conditions and preliminary nature of cost estimates for the Improvements;

WHEREAS, Section 3.1 of the Service Agreement provides that in order for the Authority to issue the Obligations, the governing bodies of each of the Member Jurisdictions are required to approve of the issuance thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

1. It is determined to be in the best interests of the City and its citizens for the City Council as the governing body of the City, to approve the Authority’s issuance of the Obligations for interim financing of the Improvements in amount not to exceed \$4,500,000 by adoption of this resolution.

2. In consideration of the Authority's undertakings with respect to the issuance of the Obligations, the Chair or Vice-Chair of the City Council, is hereby authorized and directed to execute and deliver such instruments and certificates as deemed appropriate and necessary for the issuance of such Obligations by the Authority, including but not limited to a support agreement or agreements relating to its obligations as a Member Jurisdiction under the Service Agreement.
3. The City Manager is hereby authorized and directed to take all proper steps on behalf of the City as may be required, in accordance with the plan of financing set forth above, including, but not limited to, certificates and documents relating to the issuance of the Obligations and the above-referenced support agreement or agreements.
4. Nothing contained herein is or shall be deemed to be a lending of the credit of the City to the Authority, or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the City.
5. All actions previously taken by representatives or agents of the City in furtherance of the plan of financing of the Improvements and the issuance of the Obligations are hereby ratified and approved.
6. This resolution shall take effect immediately.

	<u>Aye</u>	<u>No</u>
Payne	<u>x</u>	<u> </u>
Pinkston	<u>x</u>	<u> </u>
Puryear	<u>x</u>	<u> </u>
Snook	<u>x</u>	<u> </u>
Wade	<u>x</u>	<u> </u>

Approved by Council
November 20, 2023



Kyna Thomas, MMC
Clerk of Council

RESOLUTION

**Resolution to Approve Appropriation for the Assignment of Contract to Acquire 510
Caroline Avenue, 532 Caroline Avenue and 0 East High Street
Amount Not To Exceed \$6,000,000**

WHEREAS, the City of Charlottesville has agreed to enter into a contract pursuant to which the City will acquire title to 23.81 acres of property from the current owners of 0 Caroline Avenue, 10 Caroline Avenue, 532 Caroline Avenue and 0 East High Street;

WHEREAS, the City of Charlottesville requires appropriation of \$5,900,000 plus closing costs for the acquisition;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that funds in an amount not exceed \$6,000,000 but necessary to pay purchase price plus the closing costs will be paid from the Capital Improvement Program Contingency Account:

Transfer From:

\$ 6,000,000 Fund: 426 WBS: CP-080 G/L Account: 599999

Transfer To:

\$ 6,000,000 Fund: 426 Internal Order: TBD G/L Account: 599999

	<u>Aye</u>	<u>No</u>
Payne	<u> x </u>	<u> </u>
Pinkston	<u> x </u>	<u> </u>
Puryear	<u> x </u>	<u> </u>
Snook	<u> x </u>	<u> </u>
Wade	<u> x </u>	<u> </u>

Approved by Council
November 20, 2023



Kyna Thomas, MMC
Clerk of Council



BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

ROBERT G. BARTON, JR.
South District

J. DAVID PARR
West District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2023-73
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION APPROVING THE ISSUANCE OF OBLIGATIONS FOR
IMPROVEMENTS TO THE ALBEMARLE-CHARLOTTESVILLE REGIONAL
JAIL AUTHORITY FACILITIES

WHEREAS, the Albemarle-Charlottesville Regional Jail Authority (**the “Authority”**) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**) by resolutions duly adopted by the governing bodies of the County of Nelson (**the “County”**), the County of Albemarle and the City of Charlottesville, Virginia (**collectively, the “Member Jurisdictions”**) for the purpose of developing regional jail facilities, in particular, the regional jail joint security complex located at 1600 Avon Street Extended, Charlottesville, Virginia (**the “Regional Jail”**) to be operated on behalf of the Member Jurisdictions by the Authority;

WHEREAS, the Authority and the Member Jurisdictions have entered into an Amended and Restated Service Agreement, dated June 9, 2022 (**the “Service Agreement”**), in which the Authority has agreed to, design, construct and equip the Regional Jail and obtain financing therefor.

WHEREAS, the Authority has been authorized by the General Assembly of the Commonwealth of Virginia in 2023 to obtain significant funding (**the “Commonwealth Funds”**) for eligible costs of certain improvements to the Regional Jail (**the “Improvements”**);

WHEREAS, the Authority proposes to issue a series of financing, including but not limited to, interim financing relating to the design and construction of the Improvements to the Regional Jail and subsequently issue its revenue notes and bonds to provide longer term financing of the same (**the “Obligations”**) a portion of which Obligations are to be repaid with the Commonwealth Funds;

WHEREAS, the Authority’s financial advisor, Davenport & Company LLC has advised the Authority that an interim financing of the Obligations would be in the best interests of the Authority given current market conditions and preliminary nature of cost estimates for the Improvements;

WHEREAS, Section 3.1 of the Service Agreement provides that in order for the Authority to issue the Obligations, the governing bodies of each of the Member Jurisdictions are required to approve of the issuance thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF NELSON, VIRGINIA:

1. It is determined to be in the best interests of the County and its citizens for the Board of Supervisors as the governing body of the County, to approve the Authority's issuance of the Obligations for interim financing of the Improvements in amount not to exceed \$4,500,000 by adoption of this resolution.
2. In consideration of the Authority's undertakings with respect to the issuance of the Obligations, the Chair or Vice-Chair of the Board of Supervisors, is hereby authorized and directed to execute and deliver such instruments and certificates as deemed appropriate and necessary for the issuance of such Obligations by the Authority, including but not limited to a support agreement or agreements relating to its obligations as a Member Jurisdiction under the Service Agreement.
3. The County Administrator is hereby authorized and directed to take all proper steps on behalf of the County as may be required, in accordance with the plan of financing set forth above, including, but not limited to, certificates and documents relating to the issuance of the Obligations and the above-referenced support agreement or agreements.
4. Nothing contained herein is or shall be deemed to be a lending of the credit of the County to the Authority, or to any holder of any of the Obligations or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County.
5. All actions previously taken by representatives or agents of the County in furtherance of the plan of financing of the Improvements and the issuance of the Obligations are hereby ratified and approved.
6. This resolution shall take effect immediately.

Adopted: November 16, 2023

Attest:  Clerk
Nelson County Board of Supervisors

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Nelson, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on November 16, 2023, by the Board of Supervisors with the following votes:

Aye: Jesse Rutherford
J. David Parr
Ernie Q. Reed
Robert G. Barton, Jr.

Nay:

Abstentions:

Absent: Thomas D. Harvey

Signed this 16 day of November, 2023.

By: 
Clerk, Board of Supervisors

**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
EXECUTIVE SUMMARY**

<p><u>AGENDA TITLE:</u> Project Manager and Owner Representative.</p> <p><u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Lyn Wrigley, Procurement Specialist</p>	<p><u>AGENDA DATE:</u> December 14, 2023</p> <p><u>FORMAL AGENDA:</u> <u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> No</p> <p><u>ATTACHMENTS:</u> Yes</p>
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Background:

At the August 10, 2023 Board meeting it was noted that the Board had previously asked the Superintendent to procure a Project Manager for the renovation. It had been previously determined that the jurisdictions did not have staffing or the resources required to manage the renovation.

The selected firm will represent the Board and its jurisdictions during the actual design, bid process, contractor negotiation and selection through to completion of the renovation.

Current Situation:

Downey and Scott, Construction and Management Services were procured using a State Cooperative Contract, State Contract Number: E194-91570. Contract attached.

Downey and Scott, has significant experience managing, cost estimating and owner representation with several regional jails in Virginia as well as other large projects. They have worked with localities in central Virginia. They have demonstrable experience managing the completion of projects under budget.

Please see the Downey and Scott Credentials attachment.

Recommendation:

Approve to proceed with contract for project management services with Downey and Scott, Construction Management Services.



6799 KENNEDY ROAD WARRENTON VIRGINIA 20187
 PHONE (540) 347-5001 FAX (540) 347-5021 TOLL FREE (888) 336-7355
 E MAIL billd@downeyscott.com

PRELIMINARY FEE SCHEDULE & COST OF SERVICES PROPOSAL

12/01/2023
 Albemarle / Charlottesville Regional Jail Authority
 160 Peregory Lane
 Charlottesville, Virginia 22902
Attn: Colonel Martin Kumer, Superintendent

State Contract Number: E194-91570
Virginia Vendor Number: E13673

Re: Preliminary Fee Proposal for Professional Construction Management Services
 Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
 Location: Charlottesville, Virginia

Dear Selection Committee Members:

We understand the scarcity of resources and the importance of keeping our fees as modest as possible while providing superior services to our clients. We offer this as a starting point and would hope to have discussions with the Regional Jail leadership about our Scope of Services and the Fees estimated below. We feel this is a realistic approach and want to keep within the Regional Jail budgeted amount for these critical services.

A. Scope of Services:

To provide professional Project Management services for Pre Construction & Construction Phase. We will represent the Regional Jail and act as the Owners CM Representative in a turn key solution for the design and construction phases of the phased project.

Duration of time proposed		
Preconstruction (Design) Phase	12.00	Months estimated (to be confirmed)
Construction Phase	24.00	Months estimated (to be confirmed)
Total Duration	36.00	Months estimated (to be confirmed)

B. Fees:

Based upon the durations for the two phases identified above we submit the following breakdown and preliminary cost of services.

Preconstruction (Design) Phase services

Senior Project Manager - Class II	Bill Downey & Kevin Fallin	864.00 HRS	\$155	\$133,920
Expenses - allowance for printing and mileage	refer to Fee page 6 for breakdown			\$2,796
<i>Subtotal</i>				\$136,716
<i>Virginia DGS mandatory user fee</i>			2.00%	<i>State fee</i> \$2,734
<i>Subtotal</i>				\$139,450
<i>Average cost per month \$11,620.86</i>				

Construction Phase Services

Senior Project Manager - Class II	Bill Downey & Kevin Fallin	1,152.00 HRS	\$155	\$178,560
Project Inspector / Clerk of the Works Class II	Lawrence Tressler	3,120.00 HRS	\$135	\$421,200
Expenses - allowance for printing and mileage	refer to Fee page 6 for breakdown			\$44,508
<i>Subtotal</i>				\$644,268
<i>Virginia DGS mandatory user fee</i>			2.00%	<i>State fee</i> \$12,885
<i>Subtotal</i>				\$657,153
<i>Average cost per month \$27,381.39</i>				

Combined Preconstruction & Construction Phases - Total fee for services	3 years duration	\$796,604
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Thank you for the opportunity to submit a proposal for your project.
 Please contact me with any questions or concerns you have regarding this Proposal / Scope of Work.

Downey & Scott, LLC

William G. [Bill] Downey, CSI AACE
 Founder & Principal
 WGD/sm

Cell phone number [540] 272-6730
 Email billd@downeyscott.com



6799 KENNEDY ROAD WARRENTON VIRGINIA 20187
 PHONE (540) 347-5001 FAX (540) 347-5021 METRO (888) 336-7355

PROJECT INFORMATION

Owner: Albemarle / Charlottesville Regional Jail Authority
Name: Col. Martin Kumer
Address: 160 Peregory Lane
 Charlottesville, Virginia 22902

Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
Project Address: 160 Peregory Lane
 Charlottesville, Virginia 22902

Jurisdiction: Albemarle County Virginia

Project Description:

Renovations to existing facility which include razing portions of the existing building built in 1974 & 1975. Replacement infill additions will be constructed to new VDOC 2018 facility standards. Technology and Security systems upgrades, any site related improvements to the existing facility.

Design Duration: 12 months
Construction Duration: 24 months
Owner's Budget: \$47,000,000.00 Project Total Cost
Architect: TBD
Civil Engineer: TBD
Structural Engineer: TBD
M/E/P Engineer: TBD

Travel Distance

6799 Kennedy Road, Warrenton, VA 20187
 to project site 132.0 miles roundtrip

GSA Per Diem Rate

Breakfast	\$18.00	N/A	Will not be required for this project
Lunch	\$20.00	N/A	Will not be required for this project
Dinner	\$36.00	N/A	Will not be required for this project
Incidentals	\$5.00	N/A	Will not be required for this project

Hotel

Per Day N/A Will not be required for this project



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SCOPE OF WORK

Date: December 1, 2023
 Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
 Address: 160 Peregrory Lane Charlottesville, Virginia 22902

Pre-Construction Phase Services	Included Scope
Design Phase Engagement and Reviews	
Assist with A/E RFP and Selection	Yes
Constructability Review - At Permit Submission, review the design drawings for constructability, inter-discipline coordination, compliance with Owner's Project Requirements.	Yes
Develop Total Project Budget - Hard & Soft Costs	Yes
Develop and Maintain Owner's Overall Project Schedule	Yes
Develop Conceptual Construction Schedule for Construction Contract Duration	Yes
Cost Estimates - Review A/E cost estimates at each submission	Yes
Develop Owner's Project Requirements (OPR) with owner input and guidance	Yes
Attend Design review meetings	Yes
Participate in any required jurisdictional approval meetings (HDRC, Planning, Town Council, etc.)	Yes
Utility Coordination - Coordinate with dry and wet Utilities Vendors for project site.	Yes
General Contractor Prequalification	Yes
Develop and Issue IFB	Yes
Review Pre-Qualification Packages	Yes
Develop Spreadsheet for Contractor Comparisons	Yes
Present findings to Owner	Yes
Develop and Issue Invitation to Bid (IFB)	Yes
Review Bids and Provide Analysis & recommendation	Yes
Assist with General Contractor Contract negotiations	Yes
Construction Phase Services	
Construction Management, Owner Representation	Yes
Construction Inspections	
•Daily On-Site Presence - 4 days per week on average, more during critical construction	Yes
•Weekly On-Site Presence	Yes
•Twice a month progress meetings	Yes
Host meeting & provide agenda	Yes
Develop/Distribute Meeting Minutes	Yes
Review & Analysis of Change Order Requests	Yes
Pay Application Review	Yes
Commissioning Reviews	No
Owner Insite Web Based PM Software daily updates	Yes
•Submittal Tracking	Yes
•RFI Management	Yes
•Field Reports	Yes
•Budget	Yes
•Issues Log	Yes
Commissioning Services	No
Materials Testing & Special Inspections	No
Manage Owner's MT & SI Vendor	Yes
Carry as Subcontractor to D&S	No
FF&E Management & Coordination	Yes
Moving Coordination & Assistance	Yes



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CLARIFICATIONS & EXCLUSIONS

Date: Rev 6/28/2023
Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
Location: 160 Peregory Lane

The following clarifications & exclusions apply to the proposal:

Price Proposals are valid for 90 days.

Payment Terms: Fee based on payment terms of net 30 days following date of our invoice; however, after 45 days interest will accrue at a rate of 1.5% per month for past due amounts.

Disputed Invoice - Upon receipt of the invoice, the Owner shall have seven (7) days to inform the Construction Manager of a disputed amount on the invoice, otherwise, the invoice is considered correct and payment shall be rendered promptly.

Failure of Payment - If the Owner fails to pay the Construction Manager, through no fault of the Construction Manager, the Construction Manager may upon seven (7) days written notice, stop the Work until payment of the amount owing has been received. The Contract time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Construction Manager's reasonable costs of shutdown, delay and start-up, plus interest, as provided for in the Agreement.

Duration of Contract is listed in proposal for each phase of the project: Pre-Construction, Pre-Qualification and Bidding, Construction management. If the project duration is extended through no fault of Downey & Scott, LLC, Downey & Scott, LLC shall be entitled to an Additional Services.

Fee proposal is based on current labor rates and projected project schedule. If project schedule is extended, Downey & Scott reserves the right to increase hourly rates to account for escalation to be applied to all Add Services requests.

Force Majeure Events are those events that are beyond the control of both Construction Manager and Owner, including the events of: war; floods; labor disputes; earthquakes; epidemics; pandemics; adverse weather conditions not reasonably anticipated; and other acts of God.

Termination - The Client or Construction Manager may terminate this agreement upon not less than seven (7) day's written notice for convenience and without cause. The Client shall compensate the Construction Manager for service performed prior to termination including: all re-imbursable expenses incurred; costs attributable to termination (including the costs attributable to termination of sub-contractor agreements).

Inspection, Testing, and Abatement of Hazardous Materials is excluded form this scope of services. If Hazardous Materials Testing, Inspection, and Abatement Services are desired, they can be provided under this Agreement as an Additional Service.

Downey & Scott shall be entitled to a 10% mark-up on all sub-contracts to cover the cost of administration of the Contract.

This Agreement and the Attachments hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any claims, disputes, and other matters that cannot be settled otherwise, shall be decided by a court of competent jurisdiction in Albemarle County.



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CLARIFICATIONS & EXCLUSIONS (CONTINUED)

Date: December 1, 2023
 Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
 Location: 160 Peregory Lane

The following clarifications & exclusions apply to the proposal:

The Construction Manager’s total liability for services performed under this Agreement shall be limited to the coverage and amounts listed below:

Automobile Liability	\$1,000,000.00 Combined Single Limit	
Commercial General Liability	\$1,000,000.00 Per Occurrence	\$2,000,000.00 Aggregate
Worker’s Compensation	\$1,000,000.00 Each Accident/Disease	
Professional Liability	\$1,000,000.00 Per Occurrence	\$3,000,000.00 Aggregate

Reimbursable expenses shall be billed at cost. Reimbursable expense may include, but are not limited to:

Mileage - billed at current IRS rate	Yes	
Meals & Incidentals - Based on GSA Per Diem Rates	N/A	
Hotel - Based on GSA Per Diem Rates	N/A	
Printing Costs for Owner Requested Copies	Yes	
Permit Fees	N/A	Note it is assumed that all permit costs will be paid by Owner ACRJ

Commissioning of M/E/P Systems

Is excluded from this proposal and not applicable
 We would be happy to provide a proposal for those services, but it is not included in this proposal

Materials Testing & Inspection (MT&I)

Manage MT&I vendor under contract with ACRJ

Cost Estimating

Review A/E Team Cost estimates participate in cost review meetings
 Lead and participate in cost / scope of construction decisions

FF&E Management & Coordination

Coordination with Facilities personnel to move / store and reinstall existing furnishings
 Coordinate with Facilities personnel any new furnishings purchased
 Coordinate phasing requirements and occupant temporary relocations

Moving Coordination & Assistance

Coordination with Facilities personnel to move / store and reinstall existing furnishings



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Statewide Contract FY 2023 LABOR RATES
State Contract Number: E194-91570
Virginia Vendor Number: E13673

Date: **December 1, 2023**
Project: ACRJ Major Capital Project for Renovations and Replacements/Expansion of 1974 & 1975 building
Location: 160 Peregory Lane

Construction Management Hourly Rates

Principal	N/A	See next item below
Senior Project Manager, PE Class II	\$155.00	
Project Manager Class I	\$115.00	
Senior Construction Inspector / Clerk of the Works Class II	\$135.00	
Construction Inspector / Clerk of the Works Class I	\$115.00	
Technical Support	\$88.00	

Value Engineering Hourly Rates

Certified Value Specialist (CVS)	\$165.00
Value Engineering – Civil / Structural / MEP	\$165.00
Value Engineering – Architect	\$165.00

Commissioning

Commissioning Authority	\$150.00
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Expenses

Mileage	\$0.655 per mile per IRS guidance
Hotel	N/A
Meals & Incidentals	N/A



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EXPENSES INCLUDED IN THIS FEE PROPOSAL

State Contract Number: E194-91570

Virginia Vendor Number: E13673

	Days	Trips	Hours	Mileage	Hotel	Per Diem	Total
				160	N/A	N/A	
Pre-Construction							
Mileage reimbursement	12 Months	365	20	\$2,096	\$0.00	\$0.00	\$2,096
Printing and misc							\$700
Subtotal							\$2,796
Construction							
Project Manager Class II	24 Months	730	24	\$2,515	\$0.00	\$0.00	\$2,515
Construction Inspector / COW Class II	24 Months	730	384	\$40,243	\$0.00	\$0.00	\$40,243
Printing and misc							\$1,750
Subtotal							\$44,508
Total Expenses - estimate							\$47,304



FIRM OVERVIEW

DOWNEY & SCOTT is an award-winning Construction Management Services Firm with over 39 years of experience in the industry. Our core offerings include a comprehensive range of Pre-Construction, Construction Phase, and Post-Construction Services engineered to protect our clients' investments by substantially reducing their exposure to risk.



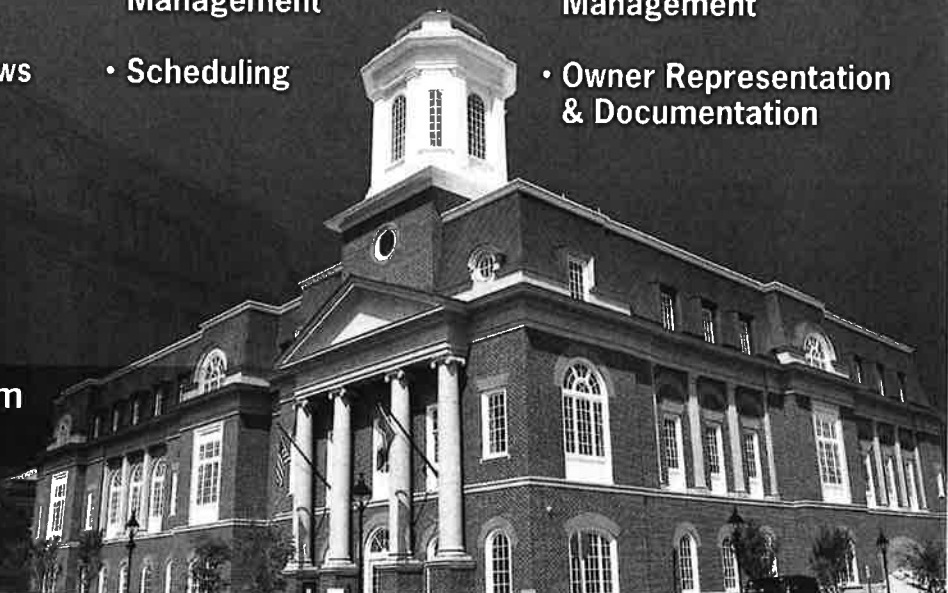
Our highly qualified team of over thirty-three (33) full-time construction experts possess degrees from respected American colleges and universities and maintain professional certifications through various licensing boards. Seasoned staff members' expertise, coupled with state-of-the-art analytical techniques, provides our clients with valuable advice and information at all phases of development.

Our consulting assignments are as varied as the clients we serve. We have been retained on a broad spectrum of projects that range from regional jail facilities to long-range studies for military agencies, from renovations of historical landmarks to state-of-the-art public safety centers.

We perform Construction Management and project controls across our spectrum of core services for \$2 billion in construction annually. Our continuing success and roster of repeat clients are evidence of both the high-quality professional work we produce as well as our commitment to client satisfaction. Exceeding expectations and delivering our services and products in a thorough and timely manner are cornerstones of this firm.

- Cost Estimating & Cost Control
- Value Engineering & Life Cycle Cost Analysis
- Constructability Reviews
- Commissioning / Inspections
- Procurement & Bidding Management
- Scheduling
- Utility Coordination Services
- Project / Program Management
- Owner Representation & Documentation

www.downeyscott.com
Warrenton, VA





Our Approach to Owner Representative Services:

Downey & Scott has over 39 years of experience managing a broad range of police and public safety sector projects. We believe that controlling a project's budget, quality, schedule, and avoidance of construction disputes depends on the quality of the contract plans and specifications, the relationship between the designer, contractor, and owner, and the proactive management of day-to-day operations. Our team will provide the services outlined in our credential package in an integrated way, leveraging all areas of expertise and applying best practices to serve the Albemarle-Charlottesville Regional Jail in a customized manner.



Specifically, during the planning phase, design phase, bid phase, construction phase, and close-out phase of your project, our team will provide the following Owner Representative / Construction Management Services, including but not limited to:

Planning Phase

In today's volatile construction marketplace, it is critical to offset potential risks associated with ongoing skilled labor shortages, unstable material pricing, factory shutdowns, shipping interruptions, port closures, and other general disruptions to our global supply chain through careful planning. The planning phase of a project is critical to its success.

The program and budget must be in balance from the very beginning. A poorly planned project will not be successful. Our team members will support Albemarle-Charlottesville Regional Jail with the development of budget planning and programming requirements throughout the planning phase.

Our efforts include the following:

- Program development and confirmation
- Program communication
- Project Scope
- Cost/Budget Evaluation
- Ensure the utmost priority on safety and security for staff, visitors, inmates, and the construction team
- Budget appropriately for utility relocations
- Consider project phases
- Hazmat testing and abatement coordination and procurement, if necessary





DOWNEY & SCOTT

APPROACH AND METHODOLOGY

Design Phase

The Design Phase of a project is also vital to its success. The budget and schedule for a project must be managed with as much effort as during the construction phase. Our team will monitor the entire design phase cycle on behalf of the Albemarle-Charlottesville Regional Jail, from planning and conceptual design through 100% construction documents and record drawings.

This includes the following:

- Design management
- Architect/Engineer (A/E) fee proposal review
- Periodic design/constructability reviews
- Construction Cost Estimate Reviews
- Perform Value Engineering (if appropriate)
- Design and construction contingency recommendations
- Study project phasing plan
- Prepare permit documentation and coordinate with regulatory agencies/authorities who grant approvals
- Participation in pre-bid conferences
- Collaborate with the Albemarle-Charlottesville Regional Jail's "Working Group" to evaluate GCs and procurement options/strategies



Bid Phase

A successful project must have a good bid package and clear scope of work. This significantly reduces a project's risk for potential cost overruns and schedule delays down the road by ensuring the issuance of a complete set of bid documents that meet the Albemarle-Charlottesville Regional Jail's requirements and expectations. Our team will work with the Albemarle-Charlottesville Regional Jail to prepare the bid documents for your project, which includes the following:

- Preparation of bid packages, including scopes of work
- Participating in the pre-bid conferences, along with the Owner's Project Team
- Assistance in responding to questions or clarifications (if appropriate)
- Coordinate issuance of bid addenda (if appropriate)
- Assistance in evaluations of bids
- Participation in pre-construction conferences
- Conduct a scope verification
- Review the commissioning plan
- Verify project phasing plan
- Review and approve the contractor's schedule of values



DOWNEY & SCOTT

APPROACH AND METHODOLOGY

Construction Phase

A project's Construction Phase requires close attention to cost, schedule, and quality of the work. At the start of installation for each definable feature of work, our team conducts an initial inspection to observe and evaluate each installation procedure for compliance with the Contract's requirements and Owner's quality expectations. Constant routine inspections occur, and deficiencies are documented and tracked in a deficiency log. Pictures with accompanying narratives are used to document and catalog each inspection. Our team reports changes, events, and incidents when they occur. In conjunction with the Albemarle-Charlottesville Regional



Jail's direction, our team will manage the construction phase of your project on behalf of the Albemarle-Charlottesville Regional Jail, while acting as an extension of your staff when performing the following services:

- Review and approve the work plan and schedule
- Build from complete, coordinated construction documents and update schedules regularly
- Monitor the timely flow of project submittals
- Review and report on progress and quality of work
- Attend progress and monthly payment application meetings
- Facilitate communications between project team members and maintain dialogue with project participants
- Review certificate for payment requests
- Review potential change orders, extra work, or time extensions
- Observe and report on the commissioning of the project
- Facilitate training for the maintenance personnel before occupancy (if applicable)

Close-out Phase

We understand that the close-out of a project is very important. Completed projects must have all paperwork in place and close out financially in a timely manner. Our team will manage the close-out phase of this project under the Albemarle-Charlottesville Regional Jail's direction and coordinate the fulfillment of project completion requirements to obtain building occupancy.

- Coordinate substantial completion inspection
- Proactively obtain project close-out documentation, including operations and maintenance manuals, warranties, and guarantees



Computer-Based Management Systems

Our team uses integrated supporting programs, tools, and technologies to help deliver on-time, on-budget, quality projects to our clients. Our platform provides leading technologies that unleash data-driven insights, help develop proactive plans, improve project quality control and risk mitigation, and drive project cost savings with increased speed.

Proper documentation and controls are critical to a project's success. This documentation includes requests for information, change directives and modifications, submittal logs, review of payment requisitions, meeting minutes, daily reports, site photographs, and other pertinent information. Tracking the project's performance through documentation enables our team to effectively deal with cost-related issues as they occur, decreasing the potential of construction claims by the contractor. To assist with this, our team intends to utilize Owner-Insite.

Owner-Insite Project Management Software Features include:



Easy to buy and use

- Licensed on a project basis
- Unlimited Users & storage
- No extra "modules" to buy
- Setup in just a few hours
- Training included



Communications and Reporting

- Project Dashboard
- Program Dashboard
- Accounting Dashboard
- High-level project Scorecard reports
- Email or print any page as a report from the system
- Schedule, organize and document meetings online
- Program reports rolled up from projects
- Project directory
- Email distribution lists



Manage Project Controls

- RFIs
- Submittals
- Daily Reports
- ASIs
- Issue tracking
- Schedule and milestone tracking
- Email routing & custom workflow
- Comment logging and comment solicitation
- Link documents together
- Document Management and unlimited file attachments



Budget and Accounting

- Change Proposals
- Change Orders
- Payment Applications
- Contracts
- Cash Flow Projections
- Projected Over/Under
- Customizable Approval process
- Point-in-time reporting
- Full audit trail
- Exportable ledger and chart of accounts
- Customizable budget templates
- Track budget adjustments



Security

- Customizable user roles & permissions
- Audit trails
- Archive data to CD at final completion
- SAS-70, fully redundant data center
- Biometric physical access control
- Off-site backups and 24hr disaster recovery

In addition to Owner-Insite, our team can utilize complementary and quality-enhancing applications when providing construction management services, including PlanSwift, Bluebeam, Roctek International, AutoCAD, Oracle Primavera P6, and Microsoft Project.



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



WILLIAM 'BILL' DOWNEY

PRINCIPAL, SENIOR CONSTRUCTION EXECUTIVE QUALITY CONTROL

With 41 years of Construction Management Services experience, Mr. Downey has performed a range of pre-construction, construction phase, and post-construction services on over 400 police and public safety projects within Virginia alone, utilizing various project delivery methods. As a Senior Construction Executive, Mr. Downey oversees the project team. With an extensive background in regional jail construction, his participation and leadership will significantly reduce an owner's project risk. Risks that, if not identified upfront, can negatively impact a project through costly change orders, claims, delays, and cost overruns.

A trusted construction advisor within the industry, Mr. Downey only deems a project successful when the client's vision has been achieved. His unique perspective reflects a four-year term as an elected member of the Board of Supervisors and another as an elected member of the School Board in Fauquier County, allowing him to better understand the needs of both the public and private sectors. Previous to becoming a principal, Mr. Downey worked with regionally recognized constructors, Chas. H. Tomkins Company, Sabre Construction Corporation, and Chamberlain Construction Corporation. His skills, derived from within the industry, add critical depth to the team.

CERTIFICATIONS / AFFILIATIONS

AACE, CSI, Instructor for ESI of Northern VA, Instructor for AIA Washington DC Chapter, Former Board of Supervisor Member, and Former School Board Member of Fauquier County, VA

EDUCATION:

BS, Syracuse University, Construction Management, 1984

YEARS OF EXPERIENCE: 41

KEY QUALIFICATIONS:

- ✓ Quality Assurance
- ✓ Program Management
- ✓ Market Analysis
- ✓ Chief Estimator
- ✓ Constructability Review
- ✓ Schedule Review
- ✓ Procurement & Bidding Management
- ✓ Expert in all Project Delivery Methods
- ✓ Construction and Project Management Expert
- ✓ Horizontal and Vertical Public Sector Construction Experience
- ✓ Community/Media Relations Experience
- ✓ Police and Public Safety Experience

- Rappahannock Regional Jail Expansion: Stafford County, VA
- Rappahannock Regional Jail Kitchen Renovation and Roof Replacement: Stafford County, VA
- Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- Rappahannock Regional Jail Administrative Wing Multiphase Repairs: Stafford County, VA
- Northern Neck Regional Jail Facility Assessment/CIP: Warsaw, VA
- New Courts Facility and Sheriff's Department, Interim Court, General District Court Renovation: Fredericksburg, VA
- City of Lynchburg Police Department: Lynchburg, VA
- Town of Vienna Police Station: Vienna, VA
- Town of Middleburg New Town Hall: Middleburg, VA
- Orlean Volunteer Fire Department: Fauquier County, VA
- Fredericksburg Police Headquarters & 911 Emergency Call Center: Fredericksburg, VA
- Stafford County Public Safety Center: Stafford County, VA
- Manassas Public Safety Center: Manassas, VA
- Chesapeake City Jail: Chesapeake, VA
- Central Virginia Regional Jail: Orange County, VA
- Circuit Courthouse Renovation/Addition: Charlottesville, VA



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



TIMOTHY HARMS, CCM

MANAGING PRINCIPAL

Mr. Harms brings a seasoned perspective from his 38 years of construction management experience. As a Senior Level Construction Executive, his responsibilities include the day-to-day operations of Downey & Scott, construction leadership through all project phases, staffing management, managing contracts, maintaining quality assurance requirements, and interfacing regularly with clients to ensure the firm meets or exceeds their needs and expectations.

Previous to joining Downey & Scott, Mr. Harms worked with Campbell & Paris Engineers as Vice President of Construction Management. There, he managed various state and federal-funded projects ranging from a \$40 million general aviation airport to roadway expansions and infrastructure improvements. He recruited and managed the company's twelve full-time CM professionals. Additionally, he served as Construction Manager, overall Project Development Manager, and finally as Director of the Vint Hill Economic Development Authority in Warrenton, Virginia, from 2004 through 2015, where he managed the redevelopment of the former Vint Hill Station U.S. Army Base to become a mix-use community. His duties included managing and overseeing the planning, design, and construction of a broad range of projects, including new commercial buildings and infrastructure systems.

He has performed extensive Project Management and managed personnel on numerous types of public and private construction projects. He is a well-known expert in construction/project management, contract administration, claims analysis and negotiation, constructability reviews, procurement and bidding management, and budgeting. His skills, derived from within the industry, add critical depth to the Downey & Scott team.

LICENSES / CERTIFICATIONS

Certified Construction Manager (CCM), Construction Management Association of America

EDUCATION:

Mathematics, Bridgewater College – 1986

YEARS OF EXPERIENCE:

38

KEY QUALIFICATIONS:

- ✓ Constructability Review
- ✓ Schedule Review
- ✓ Procurement & Bidding Management
- ✓ Quality Assurance
- ✓ Construction and Project Management Expert
- ✓ Horizontal and Vertical Public Sector Construction Experience
- ✓ Staff and Contract Management
- ✓ Quality Assurance
- ✓ Albert A. Dorman Award for Excellence in Project Management, DMJM
- ✓ Police and Public Safety Experience

- ✦ Manassas Public Safety Center: Manassas, VA
- ✦ Charlottesville Circuit Courthouse Addition: Charlottesville, VA
- ✦ City of Lynchburg Police Department: Lynchburg, VA
- ✦ Northern Neck Regional Jail Facility Assessment/CIP: Warsaw, VA
- ✦ Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- ✦ Manassas Fire Station #21: Manassas, VA
- ✦ Orleans Fire and Rescue Station: Fauquier County, VA
- ✦ Town of Vienna Police Station: Vienna, VA
- ✦ Columbia Gas Operations Center, LEED-certified: Vint Hill, VA
- ✦ Dulles International Airport, Capital Improvements Program
- ✦ Town of Middleburg New Town Hall: Middleburg, VA
- ✦ Vint Hill Mixed-Use Redevelop., former U.S. Army Base: Fauquier County, VA



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



KEVIN W. FALLIN, P.E., CEM, PMP, LEED-AP BD+C

VP OF CONSTRUCTION MANAGEMENT SERVICES

With over 30 years of Design and Construction experience, Mr. Fallin has performed a range of Design (Pre-Construction), Procurement, Construction, and Post Construction Phase services on over 350 projects in the Mid-Atlantic Region and worldwide. These projects encompass a diverse range of construction endeavors, including renovations and new constructions. They vary in size and complexity, spanning from police and public safety centers to expansive commercial office buildings and mixed-use facilities exceeding 250,000 square feet in size. The projects were delivered using Design-Bid-Build, Design-Build, and CM-at-Risk delivery methods.

Mr. Fallin will review the design concepts for constructability and phasing requirements and make recommendations to the project team. His past design and project management experience for numerous Government, Municipal, Higher Education, Mission Critical, and Commercial Clients for New Construction and Renovation projects provides him with unique insight into all aspects of building design and construction, including project cost drivers. His specialties include Construction/Project Management, Energy Efficiency and Sustainable Design, Troubleshooting, Commissioning, and Constructability. Having earned his LEED-AP certification over seventeen years ago, Mr. Fallin has been at the forefront of the Sustainable Buildings movement, and has served in leadership positions, including ASHRAE Board of Directors (2009-2012); and USGBC National Capital Region Chapter Chair (2006).

**CERTIFICATIONS/
LICENSES**

Licensed Professional Engineer: Virginia, Maryland, District of Columbia, and North Carolina; Construction Specifications Institute (CSI); Certified Energy Manager (CEM); Universal Design Certification (UDC); Project Management Professional (PMP); and LEED Accredited Professional (LEED-AP BD+C)

EDUCATION:

BSME, University of Tennessee, Knoxville
Mechanical Engineering -1993

YEARS OF EXPERIENCE:

30

KEY QUALIFICATIONS:

- ✓ Constructability Review
- ✓ Schedule Review
- ✓ Procurement & Bidding Management
- ✓ Commissioning
- ✓ Quality Assurance
- ✓ Project/Program Management
- ✓ Energy Efficiency and Sustainable Design
- ✓ Professional MEP Engineer
- ✓ Horizontal and Vertical Public Sector Construction
- ✓ Construction and Project Management Expert
- ✓ Design and Construction
- ✓ Police and Public Safety Experience

- Manassas Public Safety Facility: Manassas, VA
- Smith Aquatic Center Air Quality Improvements: Charlottesville, VA
- City of Lynchburg Police Station: Lynchburg, VA
- Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- Town of Middleburg New Town Hall: Middleburg, VA
- Town of Vienna New Police Station: Vienna, VA
- P-621 MSG Embassy: Quantico, VA
- GSA Fallon Federal Building, BAS Upgrade: Baltimore, MD
- GSA Powell Courthouse & Annex, HVAC Upgrade: Richmond, VA
- FBI CJIS - Mechanical Plant Renovation/Upgrade
- Pentagon Athletic Center, Multi-Use Facility: Arlington, VA
- Liberty Center IV Office Building: Chantilly, VA
- George Mason University, Arlington Academic II: Arlington, VA
- Defense Acquisition Univ. Bldg. 213 Renovation: Ft. Belvoir, VA
- UVA, Physics Addition AHU/DDC/Lab Exhaust Upgrade: Charlottesville, VA



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



CHRISTOPHER HANKINS, BCxA

SENIOR PROJECT MANAGER, COMMISSIONING EXPERT

Building Commissioning Professional (BCxA) ASHRAE certification, Building Commissioning Principles and Strategies (NIBS), Principals and Process for conducting a Life Cycle Cost Analysis (NIBS), Perdue University ABC Project Management certification course 2010, Northern Virginia Community College Electrical and Low voltage wiring courses, Masters License Virginia HVAC, Masters License HVAC Maryland, Masters Virginia Gasfitters License, Class A Virginia Contractors License, Construction Quality Management Certification (CQM)- Army Corp Of Engineers, Universal CFC License, OSHA 30 certification, Daikin VRV training/commissioning, Liebert CRAC start-up and commissioning course, Security Clearances TS, Variable Frequency Drive Installation and Commissioning Course, Victaulic training course, Medical Gas certification NFPA, McQuay Chiller certification course, NAPE (National Association of Power Engineers) Pneumatic Control Course, ASHRAE Geothermal Heating & Cooling design course

**CERTIFICATIONS/
AFFILIATIONS /
EDUCATION**

See bio.

YEARS OF EXPERIENCE:

36

KEY QUALIFICATIONS:

- ✓ Constructability Review
- ✓ Schedule Review
- ✓ Procurement & Bidding Management
- ✓ Quality Assurance
- ✓ Project/Construction Management Expert
- ✓ Commissioning Authority
- ✓ Private, Local, State, and Federally Funded Projects
- ✓ Expert in all Project Delivery Methods
- ✓ Horizontal and Vertical Private and Public Sector Construction Experience
- ✓ Police and Public Safety Experience

Mr. Hankins routinely performs construction/project management services, commissioning, MEP review and inspections, potential change order evaluation and negotiation, schedule review, and constructability-plan reviews. When acting as Mechanical, Electrical, and Plumbing (MEP) Systems Inspector or Commissioning Agent, Mr. Hankins ensures that all MEP, fire protection, and security systems meet manufacturer and owner requirements and operate at peak efficiency. Mr. Hankins is a recognized expert in construction/project management and MEP systems. He is known for his ability to resolve complex technical challenges. His hands-on experience brings an invaluable perspective to the team, including the installation, service, preventive maintenance, retrofit, and replacement of specialty HVAC and plumbing systems and design. With over 36 years of public and private commercial construction experience that includes projects ranging from a regional jail expansion to a new courthouse.

- Rappahannock Regional Jail Expansion: Stafford County, VA
- Rappahannock Regional Jail Kitchen Renovation and Roof Replacement: Stafford County, VA
- Rappahannock Regional Jail Security System Replacement, Energy Savings / Efficiency Study: Stafford County, VA
- Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- Rappahannock Regional Jail Administrative Wing Multiphase Repairs: Stafford County, VA
- Northern Neck Regional Jail Facility Assessment/CIP: Warsaw, VA
- Danville Adult Detention Center Kitchen Upgrade and Roof Replacement: Danville, VA
- New Courts Facility and Sheriff's Department, Interim Court, General District Court Renovation: Fredericksburg, VA
- City of Lynchburg Police Department: Lynchburg, VA



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



LAWRENCE W. TRESSLER, RLD

SENIOR PROJECT MANAGER

Mr. Tressler is a team-oriented, Senior Project Manager with decades of pre through post-construction management experience in both the private and public sectors. He routinely provides clients with onsite project management, utility coordination and inspections, constructability reviews, scheduling reviews, procurement & bidding management, inspection reports, quality assurance, contract administration, construction oversight, and proposed change order review and negotiation on a broad range of projects. His hands-on construction knowledge and public sector experience provide Mr. Tressler with unique insights when undertaking any project.

CERTIFICATIONS/ LICENSES

Certified (RLD) Responsible
Land Disturber - Virginia

EDUCATION:

Frederick Community College,
Frederick, MD – 1988 thru 1992
Construction Management
Associate Degree
ABC/Associate Builders and
Contractors School, Frederick,
MD -1984 thru 1988
Apprentice of the Year Award -
1988

YEARS OF EXPERIENCE:

35

KEY QUALIFICATIONS:

- ✓ Constructability Review
- ✓ Schedule Review
- ✓ Procurement & Bidding Management
- ✓ Quality Assurance
- ✓ Contract Administration
- ✓ Project/Program Management
- ✓ Construction and Project Management Expert
- ✓ Expert in all Project Delivery Methods
- ✓ Horizontal and Vertical Public Sector Construction
- ✓ Police and Public Safety Experience

An expert in identifying construction, material, and scheduling risks, Mr. Tressler will identify and control project risks, so they do not lead to costly change orders, claims, delays, and cost overruns. His impressive on-time, on-budget track record includes completing police and public safety centers, community centers, local parks and trails, roadways and bridges, assisted living facilities, k-12 schools, and fire & rescue facilities throughout Virginia. Mr. Tressler is an integral part of the Downey & Scott team. His experience and ability to solve issues tactfully and proactively, when working with contractors, architects, engineers, and owners, ensure a project's success.

His partial list of projects includes:

- ✦ Rappahannock Regional Jail Expansion: Stafford County, VA
- ✦ Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- ✦ Town of Vienna Police Station: Vienna, VA
- ✦ Manassas Public Safety Facility: Manassas, VA
- ✦ Charlottesville Circuit Courthouse Renovation and Addition: Charlottesville, VA
- ✦ City of Fredericksburg New Courthouse: Fredericksburg VA
- ✦ Manassas City New Fire Station: Manassas, VA
- ✦ Old District and J&DR Courts Renovations: Fredericksburg, VA
- ✦ Orlean Fire & Rescue Station: Fauquier County, VA
- ✦ New Baldwin Elementary School: Manassas, VA
- ✦ Greenspring Village Retirement Community: Springfield, VA
- ✦ Original Walker-Grant School Renovation: Fredericksburg, VA
- ✦ Potomac & Rappahannock Transportation Commission, Western Bus Maintenance Facility: Prince William County, VA
- ✦ Town of Middleburg New Town Hall: Middleburg, VA



DOWNEY & SCOTT, LLC

KEY STAFF MEMBERS



KRISTJAN M. SAVAGE

CONSTRUCTION INSPECTOR

Mr. Savage is a team-oriented Construction Inspector with 15 years of construction experience in the Commonwealth of Virginia. He routinely provides inspection reports, quality assurance, contract administration, construction oversight, coordination/monitoring of testing, and onsite management services for a broad range of public sector construction projects.

Prior to Downey & Scott, Mr. Savage worked for Virginia-based contractors, where he participated in residential and commercial projects providing carpentry and general contracting services that included project demolition, surveying, masonry/foundation, woodworking, roofing, siding, and exterior finishing. His construction experience since joining Downey & Scott has been focused on both horizontal and vertical construction projects.

His hands-on construction knowledge, coupled with his broad range of experience in both public and private sectors, gives him unique insight when undertaking the role of Construction Inspector. An expert in identifying potential construction risks, Mr. Savage, when engaged in a project, will help identify and control risks to ensure these items do not lead to costly change orders, claims, delays, and cost overruns.

With a "Can Do" attitude and impressive track record, Mr. Savage has become an integral part of the Downey & Scott team. He routinely works with contractors, architects, engineers, and owners to solve challenges swiftly and correctly. His partial list of projects includes:

CERTIFICATIONS/ AFFILIATIONS

OSHA 10-hour training program,
Certified Responsible Land
Disturber in Virginia,
VDOT Intermediate Work Zone
Traffic Control Training and
Flagger

EDUCATION:

Virginia Commonwealth
University (VCU),
Richmond, Virginia - BS

YEARS OF EXPERIENCE:

15

KEY QUALIFICATIONS:

- ✓ Onsite Inspections
- ✓ Proficient in all Project Delivery Methods
- ✓ Horizontal and Vertical Public Sector Construction Experience
- ✓ Police and Public Safety Experience

- ✦ Rappahannock Regional Jail Kitchen Renovation and Roof Replacement: Stafford County, VA
- ✦ Rappahannock Regional Jail Security Upgrades: Stafford County, VA
- ✦ Circuit Courthouse Renovation and Addition: Charlottesville, VA
- ✦ Rappahannock Regional Jail Facility Assessment and 10-year CIP: Stafford County, VA
- ✦ Manassas Public Safety Facility: Manassas, VA
- ✦ Town of Vienna Police Station: Vienna, VA
- ✦ Vint Hill Public Street Network: Fauquier County, VA
- ✦ Catlett-Calverton Wastewater Treatment Systems: Fauquier County, VA
- ✦ Potomac & Rappahannock Transportation Commission, Western Bus Maintenance Facility: Prince William County, VA
- ✦ Original Walker-Grant School Renovation: Fredericksburg, VA
- ✦ First Baptist Church of Alexandria Renov. & Addition: Alexandria, VA
- ✦ New Baldwin Elementary School: Manassas, VA
- ✦ Orlean Fire and Rescue Station: Fauquier County, VA

Project Highlight



Project Name: New Courts Facility and Sheriff's Department, Interim Court, General District Court Renovation

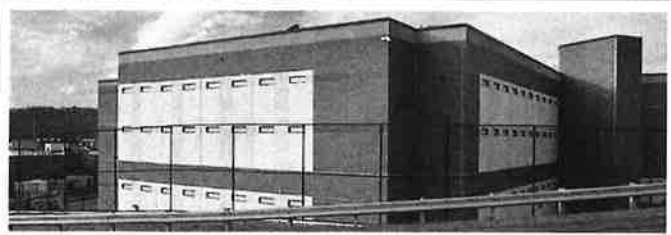
Location: Fredericksburg, Virginia

Owner: City of Fredericksburg

Project Cost: \$35M

Brief Description: Downey & Scott acted as the Owner Representative / Construction Manager for the 3 and ½ year, multiphase \$35M, design-build project under PPEA. The project was implemented in phases to comprehensively address the City's court and sheriff's department facility needs. First, a temporary juvenile and domestic relations (J&DR) court facility was constructed in an existing building. A new four-level, four-courtroom, 78,500 sq. ft. courthouse (including the Sheriff's Department) was subsequently constructed on the former J&DR court building site, which was demolished. The former general district court building was then renovated to accommodate the J&DR court. Our involvement started at early concept design with budgeting/cost estimating and carried through the project closed out. We build the original master schedule for both the design and construction phases. We gave that to the Design-Build team to ensure all items/activities, including those commonly left out, were accounted for. After receiving the contractor's schedule, we worked with them to maintain it through each phase while requiring monthly updates and discussing it every two weeks. Additionally, after the demolition of the existing buildings, we scheduled and coordinated a phase 1 and 2 archeological study, which yielded significant Civil War findings. At our insistence, two months were built into the schedule to allow a complete archeological investigation of the site. Our careful handling of the schedule made it a useful management tool for us, the Owner, and the Design-Build team. The project was delivered on time and under budget with a shared cost saving to the City and the Design-Builder of over \$500,000.

Project Highlight



Project Name: Rappahannock Regional Jail Expansion

Location: Stafford County, VA

Owner: Rappahannock Regional Jail Authority

Project Cost: \$48,000,000 (Expansion only)

Brief Description:

Downey & Scott played a pivotal role in the Rappahannock Regional Jail Expansion. As Owner Representative / Construction Manager, we oversaw the 26-month expansion project, integrating state-of-the-art security systems such as digital video recording, closed-circuit television, extensive cameras, and cell lock security. Through our value engineering efforts, we achieved significant cost savings, reducing the final design-build cost from an initial budget of \$51.54 million to \$48.83 million, with approximately 60% of suggested measures implemented, resulting in cost savings of \$1.7 million. The expansion project involved adding a new housing unit consisting of nine 48-bed "pods" spanning 98,920 square feet, designed for varying security levels. Each level of the addition featured its own mezzanine. Additionally, a single-story Y-shaped segregation unit was constructed, providing 48 beds for inmates requiring separation. The intake/courts area underwent expansion and renovation, encompassing 3,350 square feet, improving the magistrate's space, intake areas, and introducing a video visitation area for enhanced security and convenience. Utilizing precast concrete construction methods, the project aimed to minimize construction time. Cell units, wall panels, and floor panels were manufactured off-site under controlled conditions, ensuring high-quality elements were ready for occupancy, with final connections being the only remaining work. **The successful project was completed on time and under budget, earning recognition with a regional and national Design-Build Institute Award.** Furthermore, our expertise led to continued engagements with Rappahannock Regional Jail for **subsequent projects, including a Kitchen Renovation, Roof Replacement, Security System Replacement, Energy Efficiency, Facility Assessment and 10-year CIP, and Administrative Wing Repairs.**

Project Highlight



Project Name: Henry County Adult Detention Ctr.

Location: Henry County, VA

Owner: Henry County

Project Budget: \$57,000,000

Brief Description

Downey & Scott conducted a comprehensive Value Engineering (VE) Workshop from September 10th to September 14th, 2018, in Martinsville, Virginia, for the construction of a 161,000 GSF, two-level adult detention center. The facility, designed by Moseley Architects, has an estimated construction cost of approximately \$59.5 million. During the workshop, the VE team analyzed the project and developed twenty-seven (27) Design Alternatives. These alternatives, some of which are mutually inclusive, offer an estimated \$2.5 million in potential first-cost savings. The Design Alternatives identified during the workshop provide opportunities to optimize construction costs while ensuring the project's integrity and functionality.

The workshop's outcomes, including the Design Alternatives and other recommendations, were presented in the VE Team's informal out-briefing. These findings represented valuable insights and opportunities to enhance the project, reduce costs, and streamline construction. The project encompassed the construction of a 161,000 SF, two-level adult detention center, which met the specific requirements of an adult detention center, including housing units, recreation areas, visitor spaces, and specialized areas such as mental health units, medical facilities, and a full kitchen. The design incorporated an industrial appearance with a combination of brick and metal panels. Emphasis was placed on safety and security, ensuring a robust system that meets all necessary standards and regulations.

Project Highlight



Project Name: Manassas Public Safety Facility

Location: Manassas, VA

Owner: City of Manassas

Project Cost: \$30,192,000

Brief Description

Downey & Scott provided Owner Representative / Construction Management Services for a new Public Safety Facility/Annex and a two-level parking structure with a combined square footage of 123,134 GSF.

During pre-construction, we assisted the Design Team and City in resolving critical issues and providing essential feedback. Our team helped the City pre-qualify general contractors, performed a detailed OPR for all major systems, and performed detailed constructability reviews at each design milestone. We coordinated all project design disciplines, including owner vendors, IT requirements, 911 systems, and infrastructure, and evaluated plans and specifications. Our team focused early on the 911 systems cutover and specific issues related to emergency communications systems.

During construction, we managed all construction team members, inspected and reported on construction activities and installations, monitored quality and schedule, and conducted bi-weekly progress meetings. We also provided utility coordination for the project's relocation and installation of electrical and communication services, reviewed contractor-requested changes, and continuously observed the Contractor's adherence to safety regulations and the Contractor's safety program. Our construction management services ensured the project was completed on time, within budget, and met the highest quality standards.

Project Highlight



Project Name: Town of Middleburg
New Town Hall
Location: Middleburg, VA
Owner: Town of Middleburg
Project Cost: \$10,870,000 (Hard Cost)

Brief Description:

Downey & Scott serves as the Owner Representative / Construction Manager for the ongoing construction of the Town of Middleburg's New Town Hall. This project involves demolishing the existing Town Hall and constructing an 11,725 SF facility with administrative offices, town council chambers, meeting spaces, and a police department. The redeveloped site includes the new Town Hall building, parking for 47 vehicles, and other related improvements. Notably, \$2M in ARPA funds have been allocated for IT infrastructure and electric vehicle charging stations.

Awarded the Construction Management Services contract, Downey & Scott effectively manages all phases of the project. Our pre-construction services encompassed cost estimating, constructability reviews, scheduling, contractor prequalification, and procurement and bidding management.

Currently in the construction phase, our responsibilities include comprehensive management of the construction team, conducting inspections, generating reports on construction activities and installations, reviewing payment applications, actively participating in construction meetings, producing field reports, and efficiently managing construction documentation (RFIs, Submittals, Issues Log, ASIs, etc.) through the OwnerInsite Project Management Software.

Project Highlight



Project Name: Town of Vienna Police Station
Location: Vienna, VA
Owner: Town of Vienna
Project Cost: \$14,167,201 (Hard Cost)
\$17,391,400 (Hard and Soft Cost)

Brief Description:

Downey & Scott acted as the Owner Representative / Construction Manager for the Town of Vienna's New Police Station, which involved the demolition of the existing police facility and the construction of a new 28,000 SF Police Headquarters building at the site of the former facility. Approximately 20% of the project funding was obtained from ARPA and utilized for integrating IT and communications systems into the facility.

The existing site was redeveloped to accommodate the new building, along with parking for 63 vehicles and associated site improvements. The Bowman House was preserved, and the project included the development of an exterior plaza between the Bowman House and the New Police Station. The project attained LEED Silver certification under the LEED Green Building program.

During the pre-construction phase, our services included cost estimating, constructability reviews, value-added alternatives, scheduling reviews, prequalification of contractors, and procurement and bidding management.

Throughout the construction phase, we managed all construction team members, conducted inspections, provided reports on construction activities and installations, reviewed payment applications, attended construction meetings, generated field reports, and managed construction documentation (RFIs, Submittals, Issues Log, ASIs, etc.) using the OwnerInsite Project Management Software.

Project Highlight



Project Name: Police Headquarters & 911 Emergency Call Center

Location: Fredericksburg, VA
Owner: City of Fredericksburg
Project Cost: \$12,600,000

Brief Description:

Downey & Scott provided Owner Representative / Construction Management Services throughout all design and construction phases of this new state-of-the-art emergency communications center and police headquarters project, including integrating all communications systems technology and five acres of site development. Our firm took a proactive project management approach with the entire Design-Build Team, ensuring each team member was clear in their roles and understood that the integration of technology into the building played a vital role in the project's success.

Emergency 911 call response was the main focus, and any lapse in service, no matter how brief, was an unacceptable risk to public safety. Failure of the 911 system was not an option. The project's complex technical elements included the integration of Verizon fiber-optic lines, internal security systems, radio communications, secure computer network systems, and the emergency dispatch center's equipment and furniture. Through careful planning, multiple checklists, responsibility matrices, and testing/retesting, the 911 system for Fredericksburg switched over without any loss of service.

During the value engineering study we performed, our team added a second floor to enclose all the mechanical equipment, saving the owner a considerable amount of life cycle cost. This 35,000 GSF, PPEA, design-build project closed out on time and on budget.

Project Highlight



Project Name: Stafford Public Safety Center

Location: Stafford County, VA
Owner: Stafford County
Project Cost: \$42,000,000

Brief Description:

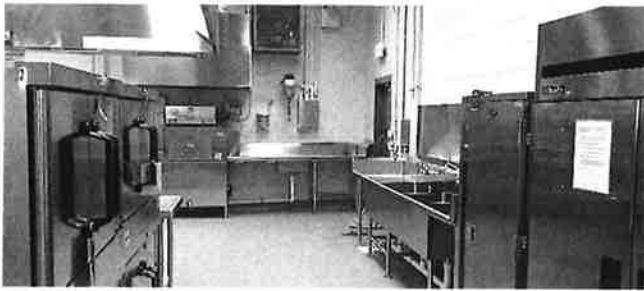
Downey & Scott acted as Owner Representative / Construction Manager for this \$42M design-build project under PPEA. The 119,000 square foot project included the integration of state-of-the-art communication 911 systems, radio systems, security systems, computer network systems, and the emergency dispatch center's equipment and furniture.

The project came in on time and under budget with zero change orders and no claims. The budget included all technology integration, hard and soft construction costs, and seven acres of site development.

Our value engineering study yielded twenty-four recommendations and seven design suggestions, saving the owner approximately \$1,000,000. Additionally, we were able to identify areas during the design phase of nominal cost to yield maximum results for Stafford County by having unfinished space included as part of the base building design that would allow for future growth over the next twenty years.

Additionally, our firm coordinated with the Army Corps of Engineers, Stafford County Building Officials, and the design team to expedite permits and the flow of information regarding sensitive wetlands and the Corp of Engineers permitting.

Project Highlight



Project Name: Danville Adult Detention Center
Kitchen Upgrade and Roof Replacement

Location: Danville, VA

Owner: City of Danville

Project Cost: \$710,200

Brief Description:

Downey & Scott acted as the Owner Representative / Construction Manager for the upgrade of the Danville Adult Detention Center's kitchen, encompassing the office, freezers, exterior entrance, and loading dock. The kitchen renovation involved the removal of the entire floor slab to accommodate MEP connections and drains for the new kitchen equipment. A new resinous flooring was then installed. Additionally, minor masonry work was performed to facilitate the new MEP connections, and a secure exterior entrance was created. The project included painting throughout the area. The kitchen equipment was upgraded with the installation of a new Walk-in Cooler and Walk-in Freezer, sinks, clean and soiled dish tables, a dishwasher, work and hot food tables, 30 and 40-gallon tilt skillets, a double stacked convection oven, an exhaust hood with a fire suppression system, 20 and 140-quart mixers, and a beverage counter featuring coffee and tea brewers and a hot water dispenser. The loading dock was enclosed with handrails and upgraded with a ramp leading directly to the new exterior entrance of the kitchen. Simultaneously, the project involved a roof replacement, necessitating the removal of the existing spray foam roofing down to the concrete decking, which was then replaced with a new TPO roofing membrane. Prior to the installation of the new roofing, existing leaks were identified and patched. The white TPO membrane aids in deflecting heat, thereby reducing cooling costs during the summer months. The total cost of the kitchen upgrade and roof replacement work amounted to \$710,200. Additionally, the Owner procured new kitchen equipment at an additional cost of \$393,601.

Project Highlight



Project Name: Northern Neck Regional Jail
Facility Assessment & Capital Improvement Plan

Location: Warsaw, VA

Owner: Northern Neck Regional Jail

Project Cost: \$2,089,000

Brief Description:

Downey & Scott conducted a Facility Assessment and developed a 5-year Capital Improvement Plan (CIP), including Life Cycle Cost Analysis for the Northern Neck Regional Jail, a facility serving Richmond, Westmoreland, Gloucester, and Northumberland Counties. The comprehensive report evaluated the condition of the 21-year-old facility, identifying primary components and systems while assessing their deficiencies and limitations impacting their expected lifespan and replacement costs.

The report encompassed various areas, including site and utilities, exterior elements, roofing, structural systems, interior finishes, the kitchen, MEP (Mechanical, Electrical, Plumbing), Fire Protection and Fire Alarm System, and the Security System. The original building, designed to accommodate 90 inmates, has seen a significant population increase to 400 inmates, resulting in an expansion in 2000. The report's key recommendations and cost estimates included engaging a kitchen consultant to explore kitchen expansion options, conducting a roofing inspection and implementing larger downspouts, replacing the original ACC-2 Carrier chiller due to the phased-out refrigerant, installing a chemical feeder for scale control in closed-loop systems, duct cleaning, installing CO and NO2 detectors at the Sallyport, upgrading the pump grinder, updating breaker panel schedules, adding a detention-grade x-ray machine for enhanced security, and developing a preventive maintenance plan. The projected cost for the recommended upgrades and replacements over the next five years totals \$2M.

Project Highlight



Project Name: Orlean Fire & Rescue Station
Location: Fauquier County, VA
Owner: Fauquier County Vol. F&R
Project Cost: \$6.9M

Brief Description: Downey & Scott provided Owner Representative / Construction Management and Commissioning services for this fire station. Due to owner-requested changes, the project's construction schedule was extended by two months. The project finished on budget. Prior to Downey & Scott's involvement, this project had significant delays during the pre-construction phase due to funding issues. Once engaged in the project, Downey & Scott was a catalyst to getting the project funded and moving forward again. Pre-construction services included cost estimating, budget preparation, reviewing design requirements, developing alternatives, and making recommendations to the Owner/Design Professionals as to constructability and completeness. We assisted in preparing the master schedule and made periodic schedule reviews, while also reviewing the design professionals' pay applications, checking for accuracy, and ensuring appropriate permits were obtained prior to the Bid and Award. During the construction phase, we managed all construction team members and inspected/reported on all construction activities and installations. We monitored the quality of the construction and assisted in guarding the Owner against work by the Contractor that did not meet contract requirements. We conducted bi-weekly progress meetings with the Contractor, Owner, and other project participants as needed. We provided Utility Coordination for the relocation and installation of Electrical Service and Communication services for the project. We reviewed all contractor-requested changes and made recommendations to the Owner. We assisted the County's Finance Department in reconciling payments made on behalf of the Owner of the project. The project closed out on budget.

Project Highlight



Project Name: New Baltimore Volunteer Fire & Rescue, Station #10

Location: Fauquier County, VA
Owner: Fauquier County
Project Cost: \$4,800,000

Brief Description: Downey & Scott performed Owner Representative / Construction Management Services for this 15,388 sq. fire and rescue station that includes administration offices, bunk rooms, locker rooms, a dining area, and a 10-vehicle apparatus bay.

The fully sprinkled single-story building with mezzanine and mechanical pit has a partial steel frame, light gage metal joists and trusses with metal roofing. Exterior walls are masonry with partial brick veneer, cementitious siding and storefront windows and doors. The 8,095 sq. ft. apparatus bay is equipped with a Plymovent exhaust system. Site improvements include an underground stormwater detention system and an offsite waterline.

Pre-construction services included assisting in the plan approval process, acquiring permits, preparation of the construction bid documents and soliciting proposals from general contractors, analyzing and presentation of the bid results, and advising the Owner regarding the award of contracts. Construction services included contract administration, onsite project management, quality assurance, and project closeout/acceptance and bond release. The project concluded on time and on budget.

Project Highlight



Project Name: City of Manassas Fire and Rescue Station #21

Location: Manassas, VA

Owner: City of Manassas

Project Cost: \$11,697,000

Brief Description:

Downey & Scott served as the Owner Representative / Construction Manager for the City of Manassas Fire and Rescue Station #21, a new two-story fire station spanning 21,916 gross square feet with four bays. Located in Manassas, Virginia, our role encompassed various crucial activities during the pre-construction and construction phases.

During the pre-construction phase, we collaborated closely with the Design Team and City to address key issues, providing essential feedback and facilitating informed discussions among project stakeholders. Additionally, we assisted the City in prequalifying General Contractors, extending our support as an extension of staff to the City Purchasing/Procurement Department. We conducted a detailed Owners Program Requirements (OPR) assessment for major systems, thoroughly reviewed project design submissions, and conducted meticulous Constructability Reviews at significant design milestones. Our active involvement in review meetings focused on seamless coordination among all project design disciplines, document coordination, issue tracking, and resolution. We also coordinated with Owner vendors, assessed IT requirements, primary utilities, and diligently evaluated plans and specifications.

Our comprehensive management approach included developing plans, coordinating with external Owner vendors, and establishing clear responsibility matrices for all project team members. We carefully coordinated phasing, utility requirements, traffic management plans, subsurface conditions, and design documents pertaining to mission-critical communications, data, and utility providers.

We ensured effective communication and transparency by presenting project details, updates, and findings to board members, government agencies, and officials, keeping stakeholders and the community well-informed of the project's progress. During the bidding phase, we worked closely with the project team members to select the most qualified and competent low bidder among the General Contractors invited to bid on the project. We thoroughly reviewed and provided recommendations on the Contractor's proposed work plan and schedule, ensuring logical sequencing and durations of activities in alignment with the Owner's phasing/shutdown schedule.

Throughout the construction phase, we effectively managed all construction team members and inspected and reported on all construction activities and installations. Our oversight encompassed monitoring construction quality, schedule adherence, and safeguarding the Owner's interests against any work that did not meet contract requirements. Bi-weekly progress meetings were conducted and documented on-site, facilitating effective communication and collaboration among the Contractor, Owner, and project participants. We provided Utility Coordination for the relocation and installation of Electrical Service and Communication services, reviewing and providing recommendations on any contractor-requested changes.

Safety remained paramount, and we diligently observed the Contractor's compliance with safety regulations and their safety program, promptly advising both the Contractor and the Owner regarding any observed violations. We effectively coordinated and scheduled all Special Inspections and enforced the removal and replacement of defective work. The project was completed on time and within budget.

Project Highlight



Project Name: VDOT / VSP Joint Safety Operations Center

Location: Colonial Heights, VA

Owner: Virginia Department of Transportation (VDOT)

Project Budget: \$29,827,000

Brief Description:

Downey & Scott provided Cost Estimating, Schedule Review, and Change Order Cost Evaluation Services for the Virginia Department of Transportation/Virginia State Police Joint Safety Operations Center (VDOT/VSP JSOC).

Located on the campus of the existing VDOT Richmond District Headquarters, the new 86,500 SF building combines the aesthetics of the existing brick buildings with a contemporary glass and steel structure.

The owner requested an accelerated project schedule, and we assessed the impact of this decision, providing a comprehensive scheduling report that addressed market factors, risks, and potential additional costs.

The facility houses the VDOT Headquarters, VSP Division 1 Headquarters, and the Traffic Operations Center, promoting collaboration and reflecting the VDOT culture of service.

The three-story operations center features distinct volumes for each occupant, blending brick and glass elements seamlessly.

Project Highlight



Project Name: Southwest Virginia Regional Jail Facilities Expansions and Renovations

Location: Abingdon, Duffield, Haysi, VA

Owner: Southwest Virginia Regional Jail Authority

Project Budget: \$34,000,000

Brief Description:

Downey & Scott conducted a Value Engineering Study for the Southwest Virginia Regional Jail Authority (SWVRJA) to assess the proposed expansion and renovations of the regional jail system in Abingdon, Duffield, and Haysi, Virginia. The estimated hard construction cost for the project was \$34M. The study provided alternatives that could potentially result in cost savings of \$3M across all three projects. Additionally, the study identified the potential for \$7.2M in life cycle cost savings.

The project aimed to address the overcrowding problem in the existing regional jail system through a dual approach of expansion and implementing Pre-Trial/Jail Alternative Programs. The expansion plan included constructing fourteen additional housing units distributed across the three locations. Specifically, six units were allocated for Abingdon, four units for Duffield, and four units for Haysi. These additions were designed to accommodate the growing inmate population and alleviate the overcrowding issue. In addition to the expansion, renovations were planned at the three facilities to enhance efficiency and effectiveness. The medical areas would be reconfigured to improve functionality, while additional space would be allocated for dry goods and property storage. The existing noncontact visitation areas would be converted to public video visitation, providing a more convenient and secure means of communication. Renovations of the control rooms were scheduled for the Abingdon and Duffield Regional Jail Facilities, ensuring optimal supervision and security. The kitchen areas at the Duffield and Haysi Regional Jail Facilities would be upgraded to meet the demands of the expanded capacity. Finally, the Abingdon Regional Jail would undergo renovations to provide additional cooler/freezer capacity, allowing for efficient storage of perishable items.