

Fredericksburg VA, VA OPC – Offsite improvement projects – MOU: DRAFT PRELIMINARY TERMS and CONDITIONS

PROJECT DESCRIPTION:

The Project (“The Project”) shall mean furnishing and installing all offsite infrastructure “Improvements” (as hereinafter defined) to be completed in connection with the proposed new Department of Veterans Affairs new Outpatient Clinic (“VA Clinic”). More specifically, the “Improvements” that comprise the Project are defined to include the following, without limitation: (i) a full-service light, loop detection systems and controls, pedestrian signal interface and other required signal improvements at the main entrance to the VA Clinic as necessary to accommodate all required turning movements in and out of the VA Clinic for access to US Route 1, (ii) all roadway widening, curb, median, and apron modifications, lane realignments, traffic signage and graphics, landscaping, lighting, and other improvements to US Route 1 and Hood Drive to accommodate all required turning movements into and out of the VA Clinic, (iii) sidewalks the full length of US Route 1 and Hood Dr, (iv) signage at I-95 exit to identify and further direct visitors/patients, (v) all utility relocations, extensions, or modifications (domestic water and fire lines/hydrants, water, gas, electric, storm and sanitary sewer, telephone/data lines and poles) as necessary to accommodate the VA Clinic

PARTIES AND RESPONSIBILITIES:

Spotsylvania County – (“County”)

- County as owner of the Project and Improvements.
 - The County shall timely contract at its expense with SDI (defined below) to provide design and engineering services and the production of all construction documents for the Improvements.
 - The County with assistance from FVAC shall be responsible for guiding and obtaining at its expense all applicable entitlements and approvals for the Project to facilitate construction commencement of the Improvements in conformance with the VA Clinic’s schedule for opening the facility.
 - The County will coordinate with VDOT and provide any necessary temporary traffic detours while construction of the Improvements is underway.
 - The County acknowledges it may need to enter into easements or other agreements to complete the Project and covenants to work in good faith and diligently pursue and execute any and all necessary easements, licenses, or other applicable permits at its expense as necessary to facilitate the timely progress and completion of the Improvements.
 - The County shall provide documentation for the availability of sufficient funds earmarked for the Improvements and shall enter into a contract with HCB (defined below) to perform the Improvements with the schedule agreed to between the County and FVAC.

Fredericksburg VA Company, LLC – (“FVAC”)

- FVAC as owner of the VA Clinic .

- FVAC at its own expense shall provide guidance to the County and its negotiation and contracting of all design and construction contracts including whatever additional consultants may be necessary to timely complete the Project.
- FVAC shall at its own expense assist the County in finalizing scope of the Improvement, establishing schedules for the work, and entitlement/approvals to facilitate the requirements of the VA Clinic.
- FVAC shall, at its own expense, monitor the construction of the Improvements and advise as necessary the County on the progress of the work as it relates to the construction of the VA Clinic.
- FVAC will manage the construction of the VA Clinic and coordinate its work in a manner that will prevent material interference in the construction of the Improvements by the County to facilitate the County's efforts to meet the schedule required for the VA Clinic to timely open..

Harvey Cleary Builders Corp – (“HCB”)

- General Contractor for the Project
 - HCB shall enter into a contract with the County to construct all the Improvements in accordance with the schedule for the work that will permit the timely opening of the VA Clinic.
 - HCB shall enter into all subcontracts necessary to complete the Project at its expense based on the contract sum to be paid by the County.
 - HCB covenants they have or will receive all the necessary licenses to serve as the General Contractor for the Project and are in good standing with the state of Virginia, and will in good faith diligently pursue the timely completion of the Project.

Sullivan, Donahue, Ingalls – (“SDI”)

- Traffic and Highway Engineers for the Project
 - SDI shall enter into a contract with the County for performing all required services and will be responsible for preparing any and all necessary design documents in accordance with all applicable codes for the Improvements including, without limitation, surveys, plats for easements or other encumbrances , design development documents, construction documents, preparation of submissions to AHJs, VDOT and all applicable governing authorities, responses to comments, and to diligently pursue in its capacity as necessary with the County all required approvals to construct the Improvements for the Project.
 - SDI shall participate as necessary in all meeting required between all stakeholders to ensure that all considerations and requirements for the proposed improvements are met
 - SDI shall offer any assistance in the interpretation of any bids received by the subcontractors of HCB and any other requirements imposed by the County.

SCHEDULING MILESTONES:

Summary of Critical Dates

- County release SDI to commence Base Mapping and Subsurface Utility Locations, by or about 02/01/21
- Following base mapping and utility work, release preliminary plans, target prelim submittal on or about July 2021.
- 60 day County and VDOT review
- Prepare and Review Final Plans for construction, targeting submission to VDOT/County Dec 2021. Final Plans approved by February of 2022.
- County to contract with HCB based on Final Plans as approved for construction of the Improvements to commence no later than April 2022
- Completion of improvements by November 2023.